



Bk: 73546 Pg: 255 Doc: TRUST  
Page: 1 of 14 10/29/2019 12:14 PM

**HUMMINGBIRD LANE**  
**CONDOMINIUM TRUST**

The undersigned Trustee(s) acknowledges that he holds in Trust for the benefit of the owners of units of the Hummingbird Lane Condominium all the common areas and facilities of the Condominium as described in a Master Deed of even date and duly recorded with the Middlesex South District Registry of Deeds herewith, as well as other funds and property delivered to the Trustee(s) as provided hereunder.

**Article I: Trustees**

a.) The affairs and property of the Hummingbird Lane Condominium shall be managed by the Trustee(s) of this Trust, which shall be known as the Hummingbird Lane Condominium Trust. Until such time as the Declarant under the Master Deed establishing this condominium no longer owns any units in this condominium, or forty-eight months from this date, whichever is earlier, the Declarant shall have the sole right to designate a successor Trustee, or Trustee(s) hereunder.

b.) After forty-eight months from the date of the Master Deed, or once the Declarant no longer own any units, whichever date occurs first, there shall be at least one, or as many as three Trustee(s). The initial successor Trustee(s) shall be appointed by the Declarant, and shall serve until replaced by Trustee's chosen by a vote of the Unit Owners at a duly posted meeting at which at least a quorum of Unit Owners are present. Each Unit shall have one vote, and all Trustees shall have an ownership interest in a unit.

c.) The Trustee(s) shall have the power and responsibility to do all things necessary for the administration of the Condominium except for those matters as are reserved by law or by the Master Deed to the unit owners, and shall have all the rights set forth in Chapter 183A of the Massachusetts General Laws.

d.) The Trustee(s) shall:

1. Set up separate and distinct accounts for the replacement reserve fund and the maintenance fund;
2. Require that all accounts require the signature of both Trustee(s) for withdrawals; and

3. Procure a fidelity bond if deemed necessary or desirable covering the acts of any Trustee responsible for handling condominium funds in the amount of at least one fourth of the annual regular assessments determined by the Trustee(s).
4. Record with the Middlesex South District Registry of Deeds on an annual basis a Trustee's Certificate setting forth the name(s) of the Trustee(s), the number of Trustees necessary for any action or certification, and such further information as is deemed necessary.

e.) The Trustee(s) may hire out or delegate such maintenance or repair responsibilities as they in their discretion deem advisable.

f.) Any Trustee may resign by a written instrument delivered to the other Trustee, in which case another Trustee shall be appointed by the owner(s) of the unit in which the resigned Trustee holds an ownership interest. The Trustee so appointed shall serve until a new Trustee is selected by a majority vote at a meeting of the Unit Owners at which at least a quorum is present, said meeting to be held within thirty (30) days of such resignation. In the event a vacancy in the office of Trustee exists for a period of thirty (30) days, a Trustee, or Trustees, to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon application by any Unit Owner or Trustee, after notice to all Unit Owners, Trustees, and such other parties in interest, if any, to whom the Court may determine that notice be given.

g.) Meetings of the Trustee(s) shall occur as are necessary, and may be called by the Trustee. The Trustees(s) may act without a meeting if necessary. The Trustee(s) shall maintain a written record of their actions and decisions.

h.) The Trustee(s) shall serve without compensation, but shall be reimbursed for such expenses as are incurred and agreed to by all Trustee(s), or in the event of a sole Trustee, as agreed to by a majority of the unit owners.

i.) A Trustee shall not be liable to the owners of the units for any mistake of judgment or actions within the scope of his or her authority taken in good faith as Trustee, except for instances of willful misconduct or bad faith, and shall be indemnified by the unit owners against all liability for all actions and/or contracts made on behalf of the said unit owners, unless made in bad faith, in violation of law, or in violation of or contrary to the provisions of the Master Deed.

j.) Any instrument signed by the Trustee(s), or by the initial Trustee (the Declarant) during his term as sole Trustee, so appearing of record and attested to by the said Trustee(s) as the act of the Oriole Drive Condominium Trust may be relied upon as conclusively establishing that such instrument was the act of the Trustee(s) and shall be binding upon the said Trust, and no person dealing with the said Trustee(s) shall be bound to make further inquiry as to the identity and/or authority of the said Trustee(s).

k.) During such times as there are more than one Trustee, actions by the Trustees shall be by majority vote.

m.) Subsequent to the time the Declarant is serving as initial Trustee, any Trustee may be removed upon a vote of at least thirteen of the Unit Owners; each Unit having one vote.

n.) It shall be the responsibility of the Trustee(s) to attend to the proper maintenance, repair, and replacement of the Common Areas and Facilities of the condominium. All such work shall be performed in compliance with all applicable laws and regulations by licensed professionals.

o.) The costs of maintenance, repairs, and replacements to the Common Areas and Facilities in excess of any insurance loss proceeds which may have been awarded to cover those costs, together with such costs associated with the operation of the condominium, including but not limited to landscaping and snow removal, shall be assessed by the Trustee(s) to the Unit Owners in proportion to their beneficial interests. Any such costs which are the result of negligence, neglect, or misuse by one or more Unit Owners shall be assessed to that Unit Owner or Unit Owners whose negligence, neglect, or misuse necessitated the maintenance, repair, or replacement.

p.) Books, accounts, and records of the Trustees shall be open to inspection by all Unit Owners at reasonable times upon reasonable notice. The Trustee(s) shall provide on at least an annual basis a report setting forth a summary of the expenditures made and monies received together with changes, if any, to the monthly assessment.

#### **Article II: Unit Owners**

a.) Each unit owner shall have the same proportional interest under this Trust as the percentage interest in the common areas and facilities set forth in the Master Deed, which shall not be severed from each other, and votes of

the unit owners on matters relating to the Trust shall be on the basis of that percentage ownership interest.

b.) There shall be an annual meeting of the unit owners each year during the month of June at a time and location determined by the Trustee(s) and notice of this meeting shall be given to all unit owners at least fourteen days prior to the meeting. At the annual meeting the Trustee or Trustee(s) who will serve for that year shall be elected by a majority of the unit owners, and the Trustee(s) shall determine the budget for the ensuing year and establish the common charges for the units for such year. The unit owners may act without a meeting if necessary and consented to by all unit owners. At any meeting where a vote of Unit Owners shall be needed, actions shall be by majority vote; each Unit having one vote.

c.) Each unit owner shall provide the Trustee(s) with the names of all occupants of the unit, the name, address, and relationship of someone to contact in the event of an emergency, the company and policy number of the insurer of the unit, and the name and address of each lender and account number(s) of all mortgages given on the unit.

d.) Each unit owner shall maintain and keep in good repair the unit, including all glass and doors, heating units, appliances, and fixtures located therein, and shall not make any addition, alteration, or improvement of a structural nature within the unit nor make any exterior alteration of any kind without the prior written consent of the Trustee(s), who shall approve all plans and specifications for such proposed work prior to the work being commenced. Any such work shall comply with all applicable laws and regulations, and all required permits shall be obtained by the unit owner at that owner's expense prior to the work being commenced. In no event shall the number of bedrooms in any unit be increased from three, nor shall more than three rooms within the unit be used as bedrooms.

e.) All unit owners shall have the right to use the common areas and facilities, but shall not in any way obstruct them or deprive other unit owners of access to them.

f.) All unit owners shall abide by such rules and regulations as are promulgated and amended by the Trustee(s).

### **Article III: Common Expenses**

a.) The fiscal year of the Condominium Trust shall begin on 1 January and end on 31 December of each year.

b.) The Trust shall be responsible for the payment of all the expenses for maintaining, repairing, and operating the Condominium, including but not limited to sewer expenses, insurance, fidelity bond (if required), accounting and/or legal bills if incurred, and yard maintenance and snow removal if such functions are not attended to by the unit owners. All such expenses, as well as any reserves for replacement, repairs, maintenance, or contingencies shall be included in the budget presented to the unit owners by the Trustee(s) at the annual meeting, and shall be assessed against each unit according to the percentage interest in the condominium common areas and facilities. The common expense shall be due and payable as determined by the Trustee(s) who may assess late fees and interest charges against any unit for common expenses which are not paid when due.

c.) The Trustee(s) may take any action permitted by Chapter 183A or otherwise permitted by law to collect any unpaid common expenses, including but not limited to imposing and perfecting a lien for such unpaid expenses and foreclosing that lien, having first given notice of the default to the unit owner and the mortgagee of said unit, and by giving a further 30 day notice of intention to foreclose such lien as required by Chapter 183A. Such expenses of collection and/or foreclosure shall be common expenses, including the cost of acquiring title to a unit by foreclosure.

d.) Interest shall run on all monthly Common Expense fees not paid within 30 days of when due. The Trustee(s) shall not be obligated to render monthly statements. In the event that, at any time and from time to time, the Trustee(s) shall determine during any fiscal year that the assessment so made is less than the Common Expenses actually incurred or to be incurred, including but not limited to provisions for proper reserve funds, the Trustee(s) shall make a supplemental assessment or assessments and render statements therefore in the manner aforesaid, and such statements shall be payable and take effect as set forth in such statements. The Trustee(s) may, in his or their discretion, provide for payments of such supplemental assessment statements in monthly or other installments. The Trustee(s) shall have the authority and the duty to levy and enforce the collection of general and special assessments for Common Expenses.

The amount of each such statement, for regular or supplemental assessments, together with interest thereon, if not paid when due, at a rate equal to six percent (6%) above the Federal Reserve prime rate then in effect (but not more than eighteen percent (18%) per annum), together with all expenses, including attorney fees, incurred by the Trustee(s) in any proceeding brought to collect such unpaid Common Expenses and assessments, shall constitute a lien on the unit of the Unit Owner.

The Trustee(s) shall take prompt action to collect any Common Expenses and assessments due from any Unit Owner that remain unpaid for more than thirty (30) days from the due date thereof, including but not limited to action under the provisions of Massachusetts General Laws Chapters 183A and 254, as amended by 1987 Mass. Acts Chapter 338, 1989 Mass. Acts Chapter 341, 1992 Mass. Acts Chapter 400 and 1993 Mass. Acts Chapter 1. In the event that the Trustee(s) bring an action to foreclose a lien on any unit pursuant to said statute, the Unit Owner shall pay a reasonable sum for use and occupancy of his or her unit from the date of foreclosure until the Unit Owner vacates the unit (in such foreclosure action, the plaintiff shall be entitled to the appointment of a receiver to collect the same), but nothing in this sentence shall be deemed to grant any Unit Owner the right to remain in possession of his or her unit after such foreclosure. The Trustee(s), acting on behalf of all Unit Owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not vote appurtenant to), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. In the event of any suit or foreclosure by the Trustee(s), the Trustee(s) shall be entitled to interest at a rate equal to six percent (6%) above the Federal Reserve prime rate then in effect (but not more than eighteen percent (18%) per annum) and all costs of collection, suit and foreclosure, including attorney fees. In addition to the lien in favor of the Trustee(s) for assessments for Common Expenses and assessments, such assessments shall also be the personal obligation of the Unit Owner at the time the assessment fell due.

e.) The Trustee(s) shall promptly provide each Unit Owner, or a Unit Buyer who has a duly executed Purchase and Sale Agreement for the acquisition of a unit, or any mortgagee, or the attorney of any such party, with a written statement of all unpaid Common Expenses due with respect to such unit, signed and acknowledged in proper form for recording, upon the written request of such Unit Owner or buyer or mortgagee or attorney. Notwithstanding anything to the contrary in this Declaration of Trust, including these Bylaws, such statements shall be executed in a timely manner by the Trustee who is not a party to the request. Recording such statement in the Middlesex County Registry of Deeds shall discharge the unit from any lien for any other sums unpaid not enumerated as of the date of such statement to the extent provided by said Chapter 183A. The Trustee(s) may charge a fee not to exceed fifty dollars (\$50.00) or the actual cost of them, if greater for the preparation of said written statement of unpaid Common Expenses.

f.) The Trustee(s) shall expend common funds only for Common Expenses and lawful purposes permitted hereby and by the provisions of said Chapter 183A.

**Article IV: Insurance**

A. The Trustee(s) shall be required to obtain and maintain, to the extent obtainable, the following insurance (and to pay premiums thereon as a Common Expense):

1. Fire insurance with extended coverage (covering other perils normally covered by the standard extended coverage endorsement) insuring all portions of the building, including the common areas and facilities of the Condominium, and all of the units and all of the fixtures installed therein on the date of recording the Master Deed, but not including carpeting, drapes, fixtures, furniture, furnishings, or other personal property supplied to or installed by Unit Owners, such insurance covering the interest of the Condominium, the Trustee(s) and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to one hundred percent (100%) of current replacement cost of the building, common areas and facilities, and units, without deduction for depreciation, with loss payable to the Trustee(s) as Insurance Trustee(s) for each Unit Owner and the holder of each unit's mortgage. The named insured shall be "the Trustee(s) of the Hummingbird Lane Condominium Trust, for the use and benefit of the individual Unit Owners and unit mortgagees." Such insurance shall also cover all other perils customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available.
2. Comprehensive general liability insurance covering all common areas and facilities and any other areas under the supervision of the Trustee(s), in such amounts and with such coverage as the Trustee(s) shall from time to time determine, with a combined single limit for both personal injury, death and property damage, of not less than one million dollars (\$1,000,000.00), but at least covering each member of the Trustee(s), the managing agent or the manager, if any, and each Unit Owner and with cross-liability endorsement to cover liabilities of the Condominium to a Unit Owner, and a severability of interest provision precluding the insurer's denial of a Unit Owner's claim because of negligent acts by this Trust or other Unit Owners.
3. Such other insurance as the Trustee(s) may determine.

B. All such policies shall provide that adjustment of loss shall be made by the Trustee(s) and that the net proceeds thereof shall be payable to the Trustee(s) as Trustee for each Unit Owner and the holder of each unit's mortgage. Each Unit Owner, by accepting delivery of his or her unit deed, appoints the Trustee(s) as Insurance Trustees (or any Insurance Trustee or Substitute Insurance Trustee designated by the Trustees) as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish such purpose.

C. All such policies of physical damage insurance shall, insofar as practicable, contain waivers of subrogation as to any claim against the Trustee(s), their agents and employees, Unit Owners, their respective employees, agents and guests, and of any defense based on invalidity arising from the acts of the insured and shall provide that the insurance will not be prejudiced by any acts or omissions of individual Unit Owners that are not under the control of the Unit Owner's association, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days prior to written notice to all of the insured, including all Unit Owners and mortgagees of units. Recovery there under shall not be affected on account of the availability of proceeds under any policies obtained by individual Unit Owners covering their own units and shall include a Special Condominium Endorsement (so-called) or its equivalent. A certificate of insurance, showing the amount of insurance shall be issued to the owners of each unit, and the original or a certificate thereof shall, upon request, be delivered to the mortgagee of each unit.

D. Any such insurance obtained and maintained by the Trustee(s) pursuant to the provisions of this section may have a deductible amount to be determined from time to time by the Trustee(s) (but in no event shall such deductible amount be greater than the lesser of one thousand dollars (\$1,000.00) or one percent (1%) of the policy face amount), who shall simultaneously specify, in writing with notice to all Unit Owners, how and by whom the amount of deductible shall be paid in the event of a loss.

E. Each Unit Owner shall carry insurance at his or her own expense for his or her own benefit insuring, inter alia, his or her carpeting, drapes, fixtures, furniture, furnishings and other personal property. He or she may also carry insurance for personal liability and loss assessment coverage, provided that all such policies shall contain waivers of subrogation, and further provided that the liability of the carriers issuing insurance obtained



by the Trustee(s) shall not be affected or diminished by reason of any such additional insurance carried by a Unit Owner. Any Unit Owner who has pets **shall** maintain liability coverage covering personal injury, death, and property damage caused by such pets in an amount of not less than one million (\$1,000,000.00) dollars and by accepting a deed to a Unit in the Condominium agrees to indemnify and hold harmless the Trustee(s), and all other Unit Owners for any damages or claims for damages caused by such pet(s).

h.) The Trustee(s) may make special assessments from time to time as necessary in the event of casualty losses or necessary capital expenditures for repairs or unforeseen maintenance, which special assessments shall be due and payable as determined by the Trustee(s), and subject to collection as set forth above.

**Article V: Restrictions**

Each unit shall be used only as a residential dwelling unless the Trustee(s) grant a unit owner permission to use the unit for a home occupation allowed by the Groton Zoning By-law.

The number of bedrooms in any unit shall not be increased from the number existing at the time the Occupancy Permit was issued for that unit unless the Trustee(s) grant permission to increase the number of bedrooms.

**Article VI: Rebuilding After Casualty**

Should there be a partial or total casualty loss, or partial taking by eminent domain, the provisions of Chapter 183A shall govern the rebuilding of the condominium.

**Article VII: Dispute Resolution**

In the event that the Declarant, Trustee(s) or the Unit Owners disagree with any action or determination made by the Declarant, Trustee(s) or Unit Owner, the party disagreeing with such action shall provide written notice to the Declarant, Trustee(s) or Unit Owner (as the case may be), and should such dispute not be resolved within thirty (30) days of such notice the matter shall be submitted first to a minimum three (3) hour mediation with a mutually acceptable mediator, mediation program or dispute resolution professional for mediation of the matter in dispute with costs to be divided equally between the parties. If the parties to the dispute cannot agree on a mediator, the mediation service offered by the Real Estate Bar Association of Massachusetts shall be the default mediator. The failure to mediate in good faith shall subject such party to sanctions and/ or costs in any subsequent arbitration or legal proceedings. In the event such dispute is not resolved through the mediation process, then the

parties shall submit the matter to binding arbitration. For that purpose, one arbitrator shall be designated by the party which initiated the action and one shall be designated by the opposing party, and a third shall be designated by the two arbitrators so designated. Such arbitration shall be conducted in accordance with the rules and procedures of the Real Estate Bar Association of Massachusetts and shall be binding on all parties. The costs of such arbitration shall be borne equally by the parties unless the Arbitrators determine otherwise. Notwithstanding the forgoing, this paragraph shall not apply to claims for amounts due the Condominium Trust herein for common charges and assessments which shall be enforced and collected in accordance with the provisions of Chapter 183A of the General Laws.

The decision of this dispute resolution professional shall be final, and be binding upon the Trustee(s) and/or Unit Owners unless a party aggrieved by that decision initiates an action in a Court of competent jurisdiction within twenty (20) days of that decision.

The costs of arbitration shall be a condominium common expense, and thus shall be borne equally by the unit owners. The costs associated with initiating and maintaining a court action subsequent to a decision of a dispute resolution professional are not to be treated as a condominium common expense, but rather, are to be solely the expense of the individuals bringing that action unless otherwise allocated by the Judge hearing the matter.

#### **Article VIII: Protection of Mortgagees**

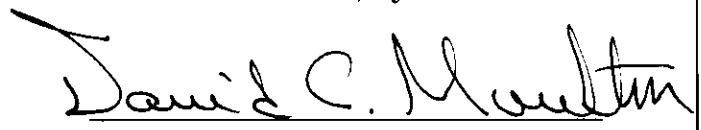
The provisions set forth in the Master Deed shall govern the protection of Mortgagees of units of the Hummingbird Way Condominium, and are incorporated herein by reference as though fully set forth herein.

#### **Article IX: Amendments**

This Trust may be amended at any time by the Declarant until the time stipulated in Article I(b) or thereafter by the action of all owners of the units, provided that a certification of such amendment is executed and acknowledged by Trustee(s) and is recorded with the Middlesex South District Registry of Deeds with a marginal reference to this instrument.

**In Witness Whereof** the said Moulton Construction Corporation has caused this Trust to be executed and its **Seal** to be affixed hereto, by

Dated: 16 OCTOBER 2019



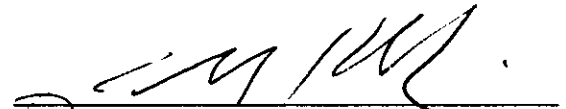
David C. Moulton, its President and Officer Duly Authorized

**Commonwealth of Massachusetts**

Middlesex, ss.

*10/16/2019*

Then personally appeared David C. Moulton, and proved to me through satisfactory evidence of identification, which was a current Massachusetts Driver's License, to be the person whose name is signed above, and acknowledged to me that he signed it in his aforesaid capacity voluntarily for its stated purpose as the free act and deed of the said Moulton Construction Corporation, before me



Robert L. Collins, Notary Public  
My commission expires: 11/18/2022

*EXHIBIT A*

**BY- LAWS AND RULES AND REGULATIONS**  
**OF THE**  
**HUMMINGBIRD LANE CONDOMINIUM**

- 1.) Use of the Common areas and facilities may be regulated by the Trustee(s) of the Hummingbird Lane Condominium Trust, and no use shall be made of the same except as permitted by the Trustee(s).
- 2.) No unit owner shall obstruct in any way or place or store items of any kind in any common areas or facility except as permitted by the Trustee(s).
- 3.) Nothing shall be done, kept or stored in any of the common areas or facilities a.) which would, or could, result in an increase in the rate of insurance of the condominium, or the contents thereof; or b.) would, or could, result in the cancellation of insurance of the condominium; or c.) or which is in violation of any law, regulation, or by-law. No waste shall be committed in any common areas or facility.
- 4.) No unit owner shall construct an addition to their unit nor place or attach anything on the outside walls, roofs, doors, or windows of individual units, including but not limited to signs, awnings, canopies, shutters, radio or television antennae or satellite dishes, unless approved by the Trustee(s). Owners shall promptly repair damaged windows, doors, and/or screens so as to maintain the aesthetic quality of the condominium.
- 5.) No unit owner shall engage in or allow within their unit any offensive or illegal activity, or any activity which results in excessive noise, disturbing odors or vibrations, or is such that it interferes with the rights of the other unit owners right to the quiet enjoyment of their property, becomes an annoyance or nuisance to other unit owners, or causes or has the potential of causing damage to other units or the common areas of the condominium. Any unit owner who engages in any activity which violates of this section shall be responsible for the costs of remedying the same, which may be assessed to such unit owner by the Trustee(s) .
- 6.) Nothing shall be done, placed, or stored in, on, or to the common areas and facilities or the areas without the prior written approval of the Trustee(s). Unit Owners may not store or park boats, trailers, recreational vehicles, motor cycles, or unregistered motor vehicles on the condominium property, within the common areas and facilities of the same, or in the driveway of their respective Units, and

Unit Owners shall not overhaul, repair, or dismantle any such items within the condominium property.

7.) No clothes, clotheslines, sheets, blankets, laundry, or any kind of other article shall be hung out of a unit or be exposed on any part of the common areas and facilities.

8.) The common areas and facilities shall be kept free from rubbish, debris, or other unsightly materials, and all such materials shall not be allowed to accumulate within the respective units but, rather, shall be removed on a regular basis.

9.) The number of bedrooms in any unit shall not be increased from the number that existed at the time the Groton Building Commissioner issued an Occupancy Permit for that unit.

10.) No fence, accessory structure(s) or pool may be placed within or on the common areas without the prior approval by the Trustee(s).

11.) The use of the common areas and facilities by the unit owners, their guests, and families, as well as the safety and maintenance of personal property of the unit owners (whether in the common areas and facilities or within the respective units) shall be the sole responsibility and at the sole risk of the respective unit owners, and neither the Trustee(s) nor the other unit owner shall bear any responsibility therefore nor be liable for any loss, injury, or damage; each unit owner(s) assumes the responsibility for their own safety and that of their property, family, guests, and invitees.

12.) Any consent or approval given by the Trustee(s) under these or other regulations shall be in writing and may be amended or repealed at any time and at the discretion of the Trustee(s).

13.) No commercial use shall be made of or conducted within any Unit, which prohibition shall include the short term rental (meaning less than one month) of any unit.

14.) Unit Owners shall be responsible for and shall promptly repair any broken glass or screen on or within their unit. Such repairs shall be professionally performed. No Unit Owner may replace any windows with any not matching others within the Condominium.

15.) Unit Owners may have up to two dogs or cats (which limitation shall not include properly trained and licensed "Service Animals") which shall be properly licensed and immunized as required by law and shall be responsible for cleaning

up after any pets. No pets shall be left outside unattended, and no Unit Owner shall install a "runner" or other outside restraint or enclosure for pets. Unit Owners shall be solely responsible for any damages caused by their pets. Snakes may not be kept as pets in any Unit.

16.) Charcoal grills or smokers shall not be installed or kept by any Unit Owner in their respective Units, the deck or patio associated with that unit, or within the Common Areas and Facilities. Any gas grill installed, kept or maintained by any Unit Owner shall be placed, installed, and or maintained in accordance with any State or local regulatory requirements, and in no event shall be placed, installed, or maintained closer than five feet from any exterior wall or in an area where smoke or fumes would be offensive to any Unit.

17.) These Rules and Regulations may be amended from time to time by the initial Trustee until such time as all of the units have been constructed and sold by Moulton Construction Corporation; thereafter amendments may be made as provided in the Trust itself.