

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, SS.

CIVIL ACTION NO.

MARGERY JESS,

Plaintiff,

v.

SUMMER HILL ESTATES CONDOMINIUM
TRUST and FRANK PUDLO, in his capacity
as Chair of the Trustees of Summer Hill Estates
Condominium Trust,
Defendants.

VERIFIED COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF

INTRODUCTION

1. Plaintiff Margery Jess has owned and lived in a unit at the Summer Hill Estates Condominium development in Belchertown, Massachusetts since 2012. In May 2020, after the police killing of George Floyd and in the midst of the country's recent reckoning with racism and police brutality, Ms. Jess made a sign proclaiming "Black Lives Matter." She then placed the sign in the commonly-owned garden bed outside of the condominium unit that she owns.

2. Many residents of the Summer Hill Estates Condominium development display or have displayed signs in the common areas near the front of their units expressing their views, including support for military service members, frontline medical workers, and graduating high school seniors. One sign expresses the view "Land of the FREE. Because of the BRAVE."

3. On behalf of the Summer Hill Estates Condominium Trust (the "Association" or the "Trust"), the Association Trustees (hereafter "the Trustees") have allowed these signs to

remain, but have ordered Ms. Jess to remove her “Black Lives Matter” sign or face crushing financial penalties.

4. Under the Rules and Regulations governing the Summer Hill Estates Condominiums (“Condominium Rules”), condominium owners cannot post any sign or other decoration expressing their patriotic, civic, moral, political or other views in the “common areas,” which include the exterior doors or walls of their own units and the garden beds and grassy areas outside their units, without the prior written permission of the Trustees. The Condominium Rules do not provide any standards to govern the Trustees’ exercise of discretion with respect to what kinds of expression will be permitted or denied in the common areas, and the Trustees have in fact wielded this discretion to discriminate based on the content and viewpoint of the messages condominium owners seek to express. The Trustees have wielded their power in this way notwithstanding that the Association’s Declaration of Trust prohibits them from unreasonably withholding any permission they are authorized to grant.

5. The Trustees have also taken the position that the Condominium Rules categorically prevent owners from placing any signs in their own windows facing out, even though the Rules do not say this; no rules prohibit such signs or authorize the Trustees to prohibit them.

6. In this action, Ms. Jess seeks declaratory relief and related injunctive relief that the Condominium Rules, as applied by the Trustees, are unlawful because, *inter alia*, they violate Article 16 of the Massachusetts Declaration of Rights, which demands that “[t]he right of free speech shall not be abridged,” and which may in situations such as this prevent restrictions on free speech by private actors. *See Roman v. Trustees of Tufts Coll.*, 461 Mass. 707, 713 (2012). *Cf. Mazdabrook Commons Homeowners’ Ass’n v. Khan*, 210 N.J. 482, 503 (2012) (holding that

the New Jersey Constitution prevents condominium associations from restricting signage displayed by condominium unit owners).

7. In addition or in the alternative, Ms. Jess seeks a declaration and related injunctive relief that the relevant Condominium Rules and/or the Trustees' application of them violate the principle of equitable reasonableness. A condominium unit owner retains not only the exclusive ownership of her own unit, but also an undivided property interest in the condominium's common areas, as tenant in common with the other unit owners. *See, e.g., Bd. of Managers of Old Colony Vill. Condo. v. Preu*, 80 Mass. App. Ct. 728, 732 (2011) (citing G.L. c. 183A, § 4; *Noble v. Murphy*, 34 Mass. App. Ct. 452, 455–456 (1993)). Due to the “hybrid” nature of these property interests and through application of the doctrine of equitable reasonableness, “a condominium association does not have as free a hand in restricting the speech of unit owners in the common areas in which those owners share an undivided property interest as another property owner might in dealing with a stranger on his or her property.” *Preu*, 80 Mass. App. Ct. at 732.

8. Ms. Jess also seeks rulings that: a) the Trustees' interpretation of the Condominium Rules to deny owners the right to post any signs in their windows is in breach of governing condominium documents and contract, and in breach of the implied duty of good faith and fair dealing; b) the Trustees' application of the Condominium Rules is in violation of G.L. c. 93, §102, in that it discriminates on the basis of creed; and c) by threatening Ms. Jess with excessive fines for simply posting her Black Lives Matter sign, the Trustees used “threats, intimidation or coercion” to interfere with rights secured by the laws and Constitution of the Commonwealth and the First Amendment of the United States Constitution, in violation of the Massachusetts Civil Rights Act, G.L. c. 12, §11H.

THE PARTIES

9. Plaintiff Margery Jess is a condominium owner at the Summer Hill Estates Condominium Trust (“the Condominium”) in Belchertown, Massachusetts. The Condominium is located at 111 Daniel Shays Highway, Belchertown, MA 01007.

10. Defendant Summer Hill Estates Condominium Trust (the “Trust”) is the organization through which owners of units within the Condominium regulate and manage its affairs. *See* Summer Hill Estates Master Deed (hereinafter “Master Deed”) § 4 at 2. The Trust is “subject to suit as to any course of action involving the common areas and facilities or arising out of the enforcement of the [condominium] by-laws, administrative rules or restrictions in the master deed.” G.L. c. 183A, § 10(b)(4). *See also id.* § 13 (“All claims involving the common areas and facilities shall be brought against the organization of unit owners”). Actions on behalf of the Trust are taken through a four-member Board of Trustees (the “Trustees”).

11. Defendant Frank (“Skip”) Pudlo is the Chair of the Trust’s Board of Trustees. He is sued in his official capacity.

JURISDICTION AND VENUE

12. The Court has jurisdiction over this matter pursuant to G.L. c. 231A, § 1; G.L. c. 214, § 1; G.L. c. 12, § 11I; and G.L. c. 183A, §§ 10, 13.

13. Venue is appropriate pursuant to G.L. c. 214, § 5.

FACTUAL AND LEGAL BACKGROUND

Events with respect to Ms. Jess

14. Plaintiff Margery Jess has lived at the Summer Hill Estates Condominium since she purchased her condominium unit in October 2012.

15. Plaintiff Jess holds exclusive ownership and possession of her unit, including the windows and doors, in addition to an undivided ownership interest in the common areas and facilities of the Condominium. G.L. c. 183A, § 4; Master Deed § 4(a) at 2.

16. On May 30, Ms. Jess placed a “Black Lives Matter” sign in the garden bed in front of her condominium. The sign measures 16 by 25 inches. It is pictured below.

Figure 1: Plaintiff Jess’s original sign



17. On May 31, the Trustees, through Defendant Frank Pudlo, emailed Ms. Jess to tell her to take down her sign because signs were forbidden under the Trust’s rules. No mention was made of a right to seek permission. *See Exhibit 1.*

18. In response, Ms. Jess wrote back and asked how her signs were different from all the others posted in common areas, at which point Defendant Pudlo for the first time indicated permission could be requested and given, but said that Ms. Jess was required to take the sign down pending the Trustees’ decision regarding said request. In response, Ms. Jess promptly submitted a “formal request to the Trustees to have my sign approved on the basis of humanity.” In her email, she explained, “As some residents have hearts displayed on their doors and windows as an expression of supporting healthcare providers during COVID-19, I [am]

supporting our fellow Black Americans as they deal with continued institutional racism and police brutality.” This series of emails is attached as **Exhibit 2**.

19. In an email response dated June 1, Defendant Pudlo, apparently on behalf of the Trustees, threatened Ms. Jess with a \$50.00 daily fine for each day that the sign was displayed without approval. *See Exhibit 3*. A \$50 daily fine would cost \$18,250 per year, and any unpaid portion of this sum, in addition to interest charged, would constitute a lien on Ms. Jess’s property, raising the possibility of a forced sale if the lien were to go unsatisfied. *See G.L. c. 183A, § 6(a)(ii)*.

20. While the By-Laws state that the Trustees may levy fines not exceeding \$50 for noncompliance with Condominium policies, the Rules and Regulations have limited that power with regard to alleged violations of the Rule by stating that “the Trustees shall impose a fine of \$25.00 for each day” for violations of the Rules. *See Declaration of Trust, Art. X (By-Laws) § 10.19 at 28; Rules and Regulations, Rule 22*.

21. The Trustees met on June 4, 2020 to consider Ms. Jess’s request. Ms. Jess was not invited to attend. According to an email sent by Defendant Pudlo, a majority of the Trustees’ four members voted against approving Ms. Jess’s sign. In his email informing Ms. Jess of this decision, Defendant Pudlo said: “the Trustees voted today on your request and the majority vote was not to allow your sign to be displayed. Our decision is to not allow signs with any political intent or connotation. This decision is especially relevant with this being an election year. The other signs [located outside other owners’ units], are not political and are considered decorations.” **Exhibit 4**.

22. The Trustees rendered this decision as to Ms. Jess even though many unit owners at Summer Hill Estates display or have displayed signs, banners, and flags on the exterior walls

and doors of their units, from their balconies, and in the grass and shrubbery adjacent to their units, including ones that are at least as “political” as Ms. Jess’s Black Lives Matter Sign. These displays, some of which are depicted below, include:

- a. a freestanding sign on the lawn outside a unit that says “PLEDGE,” “hope, UNITED,” and “liberty,” with indicia of the American flag;
- b. an Irish flag attached to the front door of one of the Trustee’s units;
- c. a freestanding sign outside of a unit containing the words “Land of the FREE” and “Because of the BRAVE,” and adorned with stars and stripes;
- d. a banner on a freestanding post outside a condominium unit with the words “Thank you” and an abstract representation of an American flag;
- e. a flag attached to the exterior of a unit door, containing stripes and stars.
- f. a freestanding post on the grass outside of a unit displaying a red, white and blue flag with a single star on the upper left quadrant;
- g. a flag affixed to a unit door containing nine stripes and 36 stars in the upper left quadrant;
- h. American and Polish flags hanging from a unit porch; and
- i. hearts on unit doors and windows, intended to show support for medical personnel during the COVID-19 crisis.

Figures 2–9: some of the displays currently or previously on or outside other Summer Hill Estates units



23. On information and belief, none of these other residents have been required to obtain written authorization for these signs or, if they have, they have obtained authorization under a system that allows for discrimination based on the content of the message being expressed without any controlling, written criteria. On information and belief, no unit owner except for Ms. Jess has been sanctioned or fined, or threatened with a sanction or fine, for having a display in the common area.

24. Ms. Jess's neighbor had a freestanding sign with the words "Proud Parent of a Class of 2020 Senior" in her yard. The sign was posted for several weeks. Upon information and belief, the neighbor did not seek permission to display the sign, the Trustees did not require the neighbor to make a written request for their approval, nor did they threaten her with a daily fine for posting the sign without permission. This neighbor subsequently replaced this sign with a similar sign congratulating high school graduates. On or about June 4, 2020, Defendant Pudlo informed Ms. Jess that the neighbor had voluntarily taken down her sign and also pointed out that that sign "was not political." *See Exhibit 4*. On information and belief, Pudlo asked the neighbor to take down her sign only after Ms. Jess sought permission to post her "Black Lives Matter" sign.

25. Committed to expressing her strongly held views, on September 15, 2020, Ms. Jess sent an email to Defendant Pudlo asking the Trustees to confirm that she could hang a Black Lives Matter sign in a window of her condominium facing out toward the common area. This was based on her understanding that signs in windows, other than "For Sale" signs which are covered by Rule 6, are not forbidden and do not require prior written authorization. She also requested clarification whether under the Rules she could hang a sign on her door. A copy of this email along with a follow up email is attached as **Exhibit 5**. On September 23, 2020, Defendant

Pudlo wrote back saying: “[T]he short answer is that signs of any kind are not allowed in windows.” As to the door, the answer was that door decorations, such as “wreaths,” are allowed if “in good taste,” but no direct answer was provided to her specific question about a Black Lives Matter sign and no criteria for what qualifies as “good taste” were referenced. The email is attached as **Exhibit 6**.

26. In the face of the Trustees’ denial of approval to post a sign in the window or on the door of the unit or on the lawn, past threats of onerous fines, and lack of clarity as to her front door, Ms. Jess has removed her sign and has not put it back up in the outside common area, and she has not posted the sign in her window or on her front door. She periodically sets a Black Lives Matter sign, measuring twenty by thirty inches, and decorated to evoke the American Flag, on a chair in her garage with the garage door open, but the sign is substantially blocked by the vehicles parked in the driveway and not very visible, and it will not be visible at all in the impending cold weather when the garage door will have to remain closed. The sign she has displayed from her garage is pictured below.



Figure 10: the sign displayed in Plaintiff Jess’s garage

27. Ms. Jess wants to be permitted to post this sign, or similar ones, particularly in the common area outside her unit, in a window of the unit, and/or on her front door that she owns, so

as to express, at her own home and in a place where it will be seen, her deeply held support for the Black Lives Matter movement.

Relevant Condominium Documents

28. The Condominium Association is governed by the Master Deed, a copy of which is attached to this Complaint as **Exhibit 7**, and the Declaration of Trust, which contains its By-Laws, a copy of which is attached as **Exhibit 8** to this Complaint.

29. The Master Deed provides that “The Units, the Buildings and the Common Areas and Facilities shall not be used in a manner contrary to or inconsistent with the provisions of the Master Deed, the Condominium Trust and By-Laws, [and] any rules and regulations from time to time in effect pursuant thereto with respect to the use and management thereof, and Chapter 183A.” Master Deed § 13(b) at 7.

30. The By-Laws provide that the Trustees may adopt “rules and regulations governing the details of the operation and use of the Common Areas and Facilities.” Declaration of Trust, Art. X, § 10.19 at 28.

31. The Rules and Regulations adopted by the Trustees (“Condominium Rules”) are included as Exhibit A to the Declaration of Trust and hence included at the end of **Exhibit 8** to this Complaint.

32. Condominium Rule 5 states: “No Unit Owner shall cause or permit anything to be hung or displayed on the *outside* of the windows or placed on the outside walls or doors of the Buildings or Units; and no awning, canopy, shutter, satellite dishes, or radio or television antenna (except for those expressly permitted by law) shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof, or exposed on or at any window, without prior written consent of the Trustees.” (emphasis added).

33. Condominium Rule 11 states: “Nothing shall be altered in, constructed in, or removed from the Common Areas and Facilities except with the prior written approval of the Trustees. No part of the Common Areas and Facilities of the Condominium shall be decorated or furnished by any Unit Owner in any manner without the prior written approval of the Trustees.”

34. Section 11.2 of the Declaration of Trust provides: “Whenever it is provided herein that the permission, approval or consent of a party is required, such permission, approval or consent shall not be unreasonably withheld.”

35. Section 10.19 of the By-Laws, in Article X of the Declaration of Trust, states: “The Trustees shall have the power to levy fines against the Unit Owners for . . . failure to comply [with the Rules and Regulations], not exceeding Fifty and 00/100 (\$50.00) Dollars for any one violation, but each day a violation continues after notice shall be considered a separate violation.”

36. Condominium Rule 22 states: “Upon receipt of a second violation notification with respect to any Unit Owner who has previously been sent a violation letter by the Trustees, the Trustees shall impose a fine of \$25.00 for each day (or part thereof) such violation continues . . . All such fines . . . shall be cumulative. Remedial charges as well as unpaid fines levied pursuant to this paragraph shall constitute a lien on the Unit owned by the violator pursuant to the provisions of Massachusetts General Laws, Chapter 183A, Section 6, and shall bear interest at the rate of eighteen (18%) percent.”

Article 16

37. Article 16 of the Declaration of Rights, as amended by Article 56 of the Amendments to the Massachusetts Constitution, reads in relevant part: “The right of free speech shall not be abridged.”

38. Article 16 provides at least as much protection for free speech as, and sometimes more than, the First Amendment of the United States Constitution. *See, e.g., Mendoza v. Licensing Bd. of Fall River*, 444 Mass. 188, 190–91 (2005); *Commonwealth v. Sees*, 374 Mass. 532, 535–37 (1978). The First Amendment provides particularly strong protection for the expression of one’s views, including political views, at one’s own home. *See, e.g., City of Ladue v. Gilleo*, 512 U.S. 43, 55 (1994) (striking down ordinance that prohibited yard signs on private property, while allowing the display of flags with governmental insignia); *Spence v. Washington*, 418 U.S. 405, 415 (1974) (flag with peace symbol displayed from apartment window is constitutionally protected speech); *Nyer v. Munoz-Mendoza*, 385 Mass. 184, 188 (1982) (“It is beyond dispute that communication by signs and posters is pure speech” entitled to constitutional protection); *Molloy v. City of Holyoke*, No. 3:18-cv-30182 at 2 (D. Mass. 2019), <https://www.aclum.org/en/cases/molloy-et-al-v-city-holyoke> (City ordinance limiting the times during the year when residents can display political signs at their own residences declared unconstitutional).

39. The Supreme Judicial Court has recognized that Article 16’s protections may extend to restrictions on rights of free speech imposed by private actors on private property. *See, e.g., Roman*, 461 Mass. at 713 (“[W]e have rejected the assertion that art. 16 can extend no further than the comparable provisions of the First Amendment Moreover, we have cited with approval cases in other jurisdictions where courts have concluded that their State Constitutions protect the exercise of free speech rights on private university property against private actors.” (quoting *Batchelder v. Allied Stores Int’l, Inc.*, 388 Mass. 83, 89 n.8 (1983) (cleaned up))).

40. In ruling in *Batchelder* that Article 9 of the Massachusetts Constitution confers a right to collect election-related signatures on some private property, the Supreme Judicial Court relied in part on the fact that Article 9 is not by its terms limited to state action. 388 Mass. at 88. It also relied on the New Jersey Supreme Court’s interpretation of its state constitution to confer a similar right. *Id.* at 89. Article 16 also is not limited by its terms to state action and the New Jersey Supreme Court has, since *Batchelder*, interpreted its state constitution to protect the right of condominium owners to display political signs at their condominium units. *Mazdabrook Commons*, 210 N.J. at 583.

41. Both Article 16 and the First Amendment require the application of strict scrutiny to content-based or viewpoint-based restrictions on speech. A restriction is content-based when the content of speech is a factor in how the restriction is applied. *See, e.g., Reed v. Town of Gilbert*, 576 U.S. 155, 171 (2015). Strict scrutiny requires proof that the restriction is justified by a compelling interest and narrowly tailored to serve that interest.

42. Both Article 16 and the First Amendment require that, in order to qualify as a “time, place or manner” restriction on free speech, such restriction be reasonable and content-neutral.

43. In order to be constitutional, a reasonable “time, place and manner” restriction must also be narrowly tailored to serve a “legitimate State or private interest.” *See, e.g., Nyer*, 385 Mass. at 188 (citing *Kusper v. Pontikes*, 414 U.S. 51, 58–59 (1973)).

44. Restrictions on speech that do not contain concrete standards to guide the decision-maker’s discretion violate the First Amendment and Article 16 because they allow for arbitrary and content-based or viewpoint-based restrictions on free speech. *See, e.g., Forsyth Cty. v. Nationalist Movement*, 505 U.S. 123, 129 (1992). *See also Mazdabrook Commons*, 210 N.J. at

502 (noting that one flaw of the condominium rules was lack of written criteria to guide Trustees' discretion in granting or denying permission).

Other Legal Background

45. The Trust is organized and empowered by G.L. c. 183A, which governs the creation, powers and duties of condominium associations in Massachusetts. Section 4(3) of G.L. c. 183A mandates that unit owners comply with condominium by-laws and rules and regulations established thereunder. Section 6 empowers associations to impose fines on unit owners and establishes that such fines shall become liens on the unit owners' property.

46. The interpretation and application of condominium rules and requirements are subject to the doctrine of equitable reasonableness. *See Bd. of Managers of Old Colony Vill. Condo. v. Preu*, 80 Mass. App. Ct. 728, 731 (2011); *Noble v. Murphy*, 34 Mass. App. Ct. 452, 457–459 (1993). The application of rules unduly restricting free speech in condominium associations have been found equitably unreasonable. *Preu*, 80 Mass. App. Ct. at 731.

CAUSES OF ACTION

COUNT I

Declaratory and Injunctive Relief Pursuant to G.L. c. 214, § 1 and G.L. c. 231A, § 1: Violations of Article 16 of the Massachusetts Declaration of Rights

47. Plaintiff incorporates by reference the foregoing allegations as if set forth fully herein.

48. Condominium Rules 5 and 11, each and in combination and as interpreted and applied by the Trustees, coupled with the penalties authorized by the Section 10.19 of the By-Laws and Condominium Rule 22, violate Article 16 because they prohibit “too much speech” on private property.

49. Condominium Rule 11, which requires unit owners to receive written permission from the Trustees in order to decorate common areas, violates Article 16 because, *inter alia*,

a. it prohibits constitutionally protected means of communication that are unique and not replicated by any alternative means of communication; and

b. it provides the Trustees with unlimited, standardless discretion to determine which messages are allowed and which are prohibited—standardless discretion with which the Trustees have in fact favored speech that they support and punished speech with which they disagree.

50. Condominium Rules 5 and 11, taken together and as applied by the Trustees, violate Article 16 because, *inter alia*,

a. they prohibit Ms. Jess from displaying a Black Lives Matter sign, while permitting other condominium owners to display expressive signs, including ones that express a “political” point of view every bit as much as Ms. Jess’s sign does; and

b. they impose on Ms. Jess harsh financial penalties based on the content of her expression that are not imposed on others expressing alternative views.

COUNT II

Equitable Unreasonableness

51. Plaintiff incorporates by reference the foregoing allegations as if set forth fully herein.

52. Condominium association rules and/or their application in a particular case are invalid if they are equitably unreasonable, including if they are “wholly arbitrary in their application,” “abrogate some fundamental constitutional right” or “[violate] public policy.” *Noble*, 34 Mass. App. Ct. at 459. *See also* Restatement (Third) of Property (Servitudes) § 3.1

comment h (2000) (“Servitudes that unreasonably burden fundamental constitutional rights are invalid.”).

53. The Trustees’ application of Rule 5 is equitably unreasonable because the Rule does not in any way bar the posting of signs, such as Ms. Jess’s Black Lives Matter sign, in windows. To the extent Rule 5 could be construed to bar the posting of signs from one’s own windows, it is invalid because it is inconsistent with the fundamental right of free speech at one’s home and/or the public policy favoring such speech.

54. The Trustees’ application of Condominium Rule 11 is equitably unreasonable because, notwithstanding the requirement of Section 11.2 of the By-Laws, permission to post signs in the common areas is being unreasonably withheld from Ms. Jess; there are no written standards to guide the Trustees exercise of discretion under the Rule; it is being applied in an arbitrary manner to Ms. Jess; and because on its face and as applied by the Trustees, it is inconsistent with the fundamental constitutional right of free speech at one’s home and/or the public policy favoring such free speech.

55. The Trust’s assertion of control over what is on a condominium owner’s door is equitably unreasonable because, while the Trust has a duty to maintain the door, the door is the exclusive property of the unit owner pursuant to the Master Deed.

COUNT III

Breach of Contract, Condominium Governing Documents, and Implied Covenant of Good Faith and Fair Dealing

56. Plaintiff incorporates by reference the foregoing allegations as if set forth fully herein.

57. Rule 5 is made applicable to Unit Owners through Section 13(b) of the Master Deed and Section 10.19 of the By-Laws set forth in the Trust Agreement.

58. By interpreting Rule 5 to bar Ms. Jess from posting a Black Lives Matter sign in her window, Defendants are in breach of contract and governing condominium documents.

59. By interpreting Rule 11 to bar Ms. Jess from posting her Black Lives Matter sign in the common area while allowing others to post similar signs or decorations with different messages, Defendants are in breach of contract, condominium governing documents, and the implied covenant of good faith and fair dealing.

60. By interpreting the Master Deed to allow the Trust to control what is displayed on Ms. Jess's door, Defendants are in breach of the Master Deed.

61. By unreasonably refusing Ms. Jess permission to post her sign, Defendants are in breach of Section 11.2 of the Declaration of Trust.

62. As stated above, the imposition of any fine on Ms. Jess in these circumstances is equitably unreasonable and in breach of Section 11.2 of the Declaration of Trust. Additionally, the Trustees' threat to fine Ms. Jess \$50 per day breaches Condominium Rule 22, which states that "the Trustees shall impose a fine of \$25.00 for each day" of Rule infractions.

COUNT IV

Massachusetts Civil Rights Act, G.L. c. 12, § 11I Interference with Secured Rights by Means of "Threats, Intimidation or Coercion"

63. Plaintiff incorporates by reference the foregoing allegations as if set forth fully herein.

64. The Massachusetts Civil Rights Act ("MCRA") provides a private cause of action to any person whose rights secured by the constitutions or laws of the Commonwealth or the United States have been interfered with, or have been the subject of an attempt at interference, through "threats, coercion, or intimidation" by another.

65. The Trustees who have voted to deny Ms. Jess the right to post her sign in or on her own unit or in the common area outside her unit upon threat of a hefty daily fine – indeed one that exceeds the maximum fine allows by the Condominium Rules – have used “threats, intimidation or coercion” to attempt to interfere and actually to interfere with her secured rights, including rights secured by Article 16 of the Declaration of Rights, the First Amendment of the U.S. Constitution, G.L. c. 93, § 102, the doctrine of equitable reasonableness, and contract.

COUNT V

Violation of G.L. c. 93, § 102

66. Plaintiff incorporates by reference the foregoing allegations as if set forth fully herein.

67. G.L. c. 93, § 102 provides: “All persons within the commonwealth, regardless of sex, race, color, creed or national origin, shall have, except as is otherwise provided or permitted by law, the same rights enjoyed by white male citizens, to make and enforce contracts, to inherit, purchase, to lease, sell, hold and convey real and personal property, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property, and shall be subject to like punishment, pains, penalties, taxes, licenses, and exactions of every kind, and to no other.”

68. Discrimination based on creed, not only “religious creed,” is forbidden. A non-religious creed is a set of beliefs or aims which guides someone’s actions.

68. Plaintiff, based on her creed of supporting the belief that “Black Lives Matter,” is being subjected to punishments and exactions not experienced by others in her contractual relations with the Trust, in violation of G.L. c. 93, § 102.

PRAYERS FOR RELIEF

Wherefore, Plaintiff respectfully requests that this Honorable Court:

1. Issue a short order of notice and promptly issue a temporary restraining order and/or preliminary injunction allowing Plaintiff to post a Black Lives Matter sign on or in the common area outside her unit, in her window facing out, and/or on her door during the pendency of this action;
2. Enter a declaratory judgment in Plaintiff's favor on all counts of the complaint;
3. Issue a permanent injunction forbidding Defendants from enforcing the Condominium Rules and Regulations in a manner inconsistent with Article 16 of the Massachusetts Declaration of Rights, the doctrine of equitable reasonableness, contract and controlling condominium documents, G.L. c. 93, § 102, and G.L. c. 12, §11I;
4. Award Plaintiff's attorneys their reasonable attorneys' fees and costs; and
5. Grant such other and further relief as the Court deems just and proper.

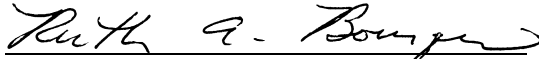
Respectfully submitted on behalf of Plaintiff Margery Jess,

By: /s/ William C. Newman

William C. Newman (BBO #370760)
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By: /s/ Luke Ryan

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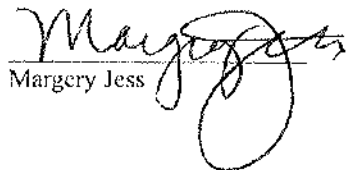
By: 

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With the assistance of Rachel Davidson, Harvard Law School Class of 2020, Bar Admission Pending, and Chase Childress, Northeastern University School of Law, Class of 2021.

Verification of Complaint

I, Margery Jess, hereby verify under the pain and penalties of perjury that the factual allegations in this Complaint are true and correct to the best of my personal knowledge, information and belief.


Margery Jess

October 13, 2020
Dated

EXHIBIT 1

From: skip pudlo <skippudlo@msn.com>

Date: May 31, 2020 at 9:38:59 AM EDT

To: Margery Jess-Reid <jessreid@aol.com>, Dean & Alice Paddock
<dpaddock9172@charter.net>, Mike Caney <mikegoarmy1@yahoo.com>, Steve & Anne
Connors <stephenconnors36@yahoo.com>

Subject: Sign

Margery,

Please remove the sign that you have outside your unit as signs are not allowed per our rules listed in the Declaration of Trust.

Thanks for your co-operation in this matter.

Trustees

EXHIBIT 2

From: Margery Jess <jessreid@aol.com>
Sent: Sunday, May 31, 2020 5:49 PM
To: skip pudlo <skippudlo@msn.com>
Cc: Stephen Connors <stephenconnors36@yahoo.com>; mikegoarmy1@yahoo.com
<mikegoarmy1@yahoo.com>; dpaddock9172@charter.net <dpaddock9172@charter.net>
Subject: Re: Sign

Here is my formal request to the trustees to have my sign approved on the basis of humanity. As some residents have hearts displayed on their doors and windows as an expression of supporting health care providers during COVID-19, I supporting our fellow Black Americans as they deal with continued institutional racism and police brutality.

Thank you,
Margery

Sent from my iPhone

On May 31, 2020, at 5:37 PM, skip pudlo <skippudlo@msn.com> wrote:

We knew that and stated that at association meeting to residents.

Sent from my iPhone

On May 31, 2020, at 3:45 PM, Stephen Connors <stephenconnors36@yahoo.com> wrote:

Skip, the "Freedom to Display the American Flag Act of 2005" makes it illegal for an HOA to restrict owners from displaying any form of the American flag.

Steve

[Sent from Yahoo Mail for iPad](#)

On Sunday, May 31, 2020, 2:55 PM, skip pudlo <skippudlo@msn.com> wrote:

They didn't submit written approval, they either text or emailed their request, which you can also do. After that receipt, the board will decide.

Skip

From: Margery Jess <jessreid@aol.com>
Sent: Sunday, May 31, 2020 1:58 PM
To: skip pudlo <skippudlo@msn.com>
Cc: stephenconnors36@yahoo.com <stephenconnors36@yahoo.com>;
mikegoarmy1@yahoo.com <mikegoarmy1@yahoo.com>; dpaddock9172@charter.net
<dpaddock9172@charter.net>
Subject: Re: Sign

Did everyone else submit written approval. I'd like to see copies.

Sent from my iPhone

On May 31, 2020, at 1:20 PM, skip pudlo <skippudlo@msn.com> wrote:

Margery,

It may not be, but the by-laws require that you submit a written request for approval. Until you do, and a decision is made, the sign must be removed.

Skip

From: Margery Jess <jessreid@aol.com>

Sent: Sunday, May 31, 2020 12:18 PM

To: skippudlo@msn.com <skippudlo@msn.com>; stephenconnors36@yahoo.com <stephenconnors36@yahoo.com>; mikegoarmyl@yahoo.com <mikegoarmyl@yahoo.com>; dpaddock9172@charter.net <dpaddock9172@charter.net>

Subject: Sign

What makes my sign any different than other signs displayed on condo lawns?

Margery

EXHIBIT 3

From: skip pudlo <skippudlo@msn.com>

Date: June 1, 2020 at 6:40:09 AM EDT

To: Margery Jess <jessreid@aol.com>

Cc: Stephen Connors <stephenconnors36@yahoo.com>, "mikegoarmy1@yahoo.com" <mikegoarmy1@yahoo.com>, "dpaddock9172@charter.net" <dpaddock9172@charter.net>

Subject: Re: Sign

Margery,

A decision on your request will be made on Thursday, when Dean returns from vacation. Until then, please take the sign down, or you will be fined \$50 per day, for each day the sign remains up.

Thanks for your co-operation.

Summer Hill Trustees

EXHIBIT 4

From: skip pudlo <skippudlo@msn.com>

Date: June 4, 2020 at 4:39:57 PM EDT

To: Margery Jess <jessreid@aol.com>

Cc: Stephen Connors <stephenconnors36@yahoo.com>, "mikegoarmy1@yahoo.com" <mikegoarmy1@yahoo.com>, "dpaddock9172@charter.net" <dpaddock9172@charter.net>

Subject: Re: Sign

Margery,

The trustees voted today on your request, and the majority vote was not to allow your sign to be displayed. Our decision is to not allow signs with any political intent or connotations. This decision is especially relevant with this being an election year. The other signs shown in your email are not political, and are considered decorations. Lucy's sign, which is not political, has agreed to take her sign down anyway.

Summer Hill Trustees

EXHIBIT 5

From: Margery Jess <jessreid@aol.com>

Sent: Wednesday, September 23, 2020 9:53 AM

To: skippudlo@msn.com <skippudlo@msn.com>

Cc: mikegoarmy1@yahoo.com <mikegoarmy1@yahoo.com>; Dpaddock9172@charter.net <Dpaddock9172@charter.net>; stephenconnors36@yahoo.com <stephenconnors36@yahoo.com>

Subject: Email of 9/15/20 re: Clarification of Rule #5

Good morning,

I have not received as yet any notification from you that you received my email of 9/15/20. Do you have any idea when I can expect an answer to my question regarding clarification of Rule #5 page 32 of the Summer Hill Declaration of Trust? I look forward to hearing back from you.

Thank you.

Margery Jess

Unit 33

Sent from my iPhone

From: Margery Jess <jessreid@aol.com>

Date: September 15, 2020 at 8:03:48 PM EDT

To: skippudlo@msn.com

Subject: Clarification of Rule

Good Evening Skip,

I wanted to ask you about the meaning of Rule #5 on page 32 of the Summer Hill Declaration of Trust Rules and Regulations. Does it mean that I need to ask for Trustee permission to put a Black Lives Matter sign inside my window facing out? The rule seems not to cover signs inside the windows. If the Trustees take the position it does require permission then I would like to request that permission.

I would also like to ask for permission to place a message in support of the principle that Black Lives Matter on my front door, either instead of or in addition to one in my window.

Thank you very much for your consideration. I look forward to hearing back from you.

Margery Jess

Unit 33

Sent from my iPhone

EXHIBIT 6

From: skip pudlo <skippudlo@msn.com>

Date: September 23, 2020 at 3:56:28 PM EDT

To: Margery Jess <jessreid@aol.com>

Cc: "mikegoarmy1@yahoo.com" <mikegoarmy1@yahoo.com>, "Dpaddock9172@charter.net" <Dpaddock9172@charter.net>, "stephenconnors36@yahoo.com" <stephenconnors36@yahoo.com>

Subject: Re: Email of 9/15/20 re: Clarification of Rule #5

Margery,

Sorry for not getting back to you sooner, but I was quite busy preparing the trustee voting material.

As for signs in your window, the short answer is that signs of any kind are not allowed in windows. As you might recall, this was decided and passed in the 2013 timeframe, when Neil Jackson, the original declarant, was the Trustee, at a residents' meeting. That decision came about because there were several units for sale, with for sale signs on the lawns, which gave a very negative look to the community. It was decided that for sale signs could only be erected at the route 202 entrance to our community, along with none on the front lawns or windows.

As for the front door, the outside surface of exterior walls, roofs, doors and windows are defined as common areas in Section 9 of the Master Deed and are, therefore, the responsibility of the Association. It has always been, even prior to the takeover of the HOA by the residents, that decorations, like wreaths etc., in good taste, are allowed on front doors.

Skip

EXHIBIT 7



2006 00031352

Bk: 8939Pg: 108 Page: 1 of 35

Recorded: 11/06/2006 01:06 PM

MASTER DEED
OF THE
SUMMER HILL ESTATES CONDOMINIUM

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MASTER DEED OF THE SUMMER HILL ESTATES CONDOMINIUM

The undersigned Summer Hill Estates Development, LLC, a Massachusetts limited liability company with a principal place of business at 3 Stadler Street, Belchertown, Massachusetts (hereinafter with its successors and assigns called the "Declarant"), being the sole owner of the land at 111 Daniel Shays Highway, Belchertown, Hampshire County, Massachusetts described on Exhibit A attached hereto and made a part hereof, by duly executing and recording with the Hampshire County Registry of Deeds (hereinafter the "Registry") this Master Deed, does hereby submit said land together with the buildings and improvements thereon and all easements, rights and appurtenances belonging thereto to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended, (hereinafter "Chapter 183A") and proposes to create, and hereby does create with respect to said premises, a condominium (hereinafter the "Condominium") to be governed by and subject to the provisions of Chapter 183A, and to that end declares and provides the following:

1. Name.

The name of the Condominium shall be:

Summer Hill Estates Condominium

2. Condominium Phasing / Overview.

The Condominium shall be developed as a phased condominium, each phase of which will include one (1) or more buildings (herein "Buildings"). The phasing provisions of the Condominium are contained in Paragraph 20 below. It is expected there will be ninety (90) Units (herein "Units") included in the entire Condominium, including all phases. However, the Declarant shall be able to add additional Units to the Condominium pursuant to the provisions in Paragraph 20 below. It is expected that the Condominium will be comprised of fifteen (15) Buildings containing two Units ("Duplex Buildings"), and fifteen (15) Buildings containing four Units ("Four-Unit Buildings"). The first subphase of the Condominium, created upon the recording of this Master Deed, is "Subphase I of Phase I" and further described in Paragraph 6(a) below. All subsequent phases of the Condominium are described in Paragraphs 6(b) and 6(c) below. Paragraph 20 hereof sets forth the procedures to add additional phases to the Condominium.

3. Addition of Adjacent Land, Addition of Amenities.

The Declarant shall, at any time, have the right to incorporate adjacent land into the Condominium, as part of Phasing as described in Paragraph 20 below. The Declarant shall, at any time, also have the right to add amenities, such as a pool or tennis court, onto the Common Areas of the Condominium.

4. The Unit Owners' Organization.

(a) Summer Hill Estates Condominium Trust. The organization through which the owners of Units within the Summer Hill Estates Condominium (herein the "Unit Owners") will manage and regulate the Condominium established hereby is the Summer Hill Estates Condominium Trust (hereinafter referred to as the "Trust" or the "Condominium Trust") under a Declaration of Trust of even date to be recorded herewith. The mailing address of the Trust is 111 Daniel Shays Highway, Belchertown, MA 01007. Each Unit Owner shall have an interest in the Condominium Trust in proportion to the percentage of undivided ownership interest in the Common Areas and Facilities (as defined in Section 1 of Chapter 183A) to which his Unit is entitled hereunder and such Owner's voting rights shall be proportionate to such ownership. The name and address of the original and present Trustee of the Condominium Trust, as of the date hereof (hereinafter the "Trustee(s)" or the "Condominium Trustee(s)") is as follows:

Summer Hill Estates Operating Company Co., Inc.
111 Daniel Shays Highway
Belchertown, MA 01007

The Condominium Trustees are sometimes referred to herein as the "Board" or "Board of Trustees".

The Condominium Trustees have enacted by-laws (herein "By-Laws"), as provided for in the Condominium Trust, pursuant to and in accordance with the provisions of Chapter 183A. The By-Laws are contained in the Trust as recorded.

5. Description of the Land.

The land (herein the "Land") located in Belchertown, Massachusetts, upon which the buildings and improvements are situated is more fully described in said Exhibit A attached hereto and made a part hereof. The Land is shown on a site plan (hereinafter the "Site Plan") dated 10/5/2006, prepared by Sherman & Frydryk and recorded herewith.

6. Description of Phases.

(a) Subphase I, Phase I: Phase I, which is located in the area shown as "Phase I" on the Site Plan, is comprised of twelve (12) Units within Duplex Buildings and thirty-two (32) Units within Four-Unit Buildings, containing a total of forty-four (44) Units and fourteen (14) Buildings. At the time of the recording of the Master Deed, only Subphase I within Phase I will

have been completed. Subphase I of Phase I includes Units 21, 22, 23, 24, 25 and 26. The entire Phase I of the Condominium will be incorporated into the Condominium with the recording of a phasing amendment.

(b) Phase II: Phase II, which shall be located in the area shown as "Phase II" on the Site Plan, shall be comprised of eighteen (18) Units within Duplex Buildings and twenty-eight (28) Units within Four-Unit Buildings, containing a total of forty-six (46) Units and sixteen (16) Buildings.

(c) Phase III: The Declarant may include Phase III in the Condominium, which would be located in the area shown as "Phase III" on the Site Plan. However, the Declarant shall be under no obligation to include Phase III into the Condominium at any time.

7. Description of the Buildings.

The Building(s) on the Land which are included in Subphase I of Phase I, and the specific Units which are located in each Building are shown on the Site Plan. A description of each Building stating the number of stories, the number of Units, whether there is more than one Unit within the Building, and the principal materials of which the Buildings are constructed are contained within Exhibit B attached hereto and hereby made a part hereof.

8. Designation of the Units, their Boundaries and Appurtenant Interests.

(a) The designations, locations, approximate areas, numbers of rooms, immediately accessible common areas and other descriptive specifications of each Unit are set forth in Exhibit C attached hereto and made a part hereof. The Units are shown on the certified floor plans of the Condominium (hereafter the "Floor Plans") dated September 15, 2006 prepared by Architectural Insights, and recorded herewith.

(b) The boundaries of the Units within Subphase I within Phase I with respect to the floors, ceilings, walls, doors, and windows thereof are described in Exhibit D attached hereto and made a part hereof.

(c) Each Unit includes the ownership of all appliances, fixtures and utility installations contained therein which exclusively serve the Unit. Each Unit also includes the ownership of any air conditioning or heating apparatus which serves the Unit alone whether located within the Unit or not. In the case of those utility installations which are included in the ownership of the Unit, but which are physically located in whole or in part outside of the Unit, each such Unit shall have the appurtenant right and easement to use, maintain, repair and replace such installations notwithstanding the fact that they may be located in or on the Common Areas and Facilities of the Condominium as described in Paragraph 9 below.

(d) Each Unit shall have as appurtenant thereto the right and easement to use, in common with the other Units served thereby, all utility lines and other Common Areas and Facilities, but which are located in the Common Areas and Facilities or in another Unit or Units.

(e) Each Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in Paragraph 9 below, in common with the other Units in the Condominium.

(f) Each Unit shall have appurtenant thereto the exclusive right and easement to use Limited Common Areas and Facilities (as defined in Chapter 183A, Section 1). Said Limited Common Areas shall also be referred to as "Exclusive Use Areas" and shall be further described in Paragraph 10 below.

9. Common Areas and Facilities.

Except for the Units, the entire premises, including, without limitation, the Land and all parts of the buildings and improvements thereon, shall constitute the "Common Areas and Facilities of the Condominium" or "Common Areas". These Common Areas and Facilities specifically include, without limitation, all portions of the Condominium not including any Unit, and including, without limitation, the following to the extent such may exist from time to time:

(a) The land described in Exhibit A together with the benefit of and subject to all rights, easements, restrictions, agreements and licenses set forth in said Exhibit A, if any, insofar as the same may be in force and applicable;

(b) The plantings, yards, decks, gardens, walkways, driveways, grass areas, steps and stairways, and parking areas;

(c) All elements which are part of the interior and exterior of the Buildings (not including the Units) as follows:

- (i) all utility lines and installations of central services such as power, heat, light, water, telephone, and waste disposal, including all equipment attendant thereto situated outside or inside the Units, except those lines and installations which exclusively serve an individual Unit and are located within that Unit;
- (ii) all conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services which are contained in portions of the Buildings contributing to the structure or support thereof, and all such facilities which serve parts of the Buildings other than the Unit within which such facilities are contained, together with an easement of access thereto for maintenance, repair, and replacement, as aforesaid;

- (iii) all foundations, structural columns, girders, beams, supports, perimeter walls, the furring strips between the Units lying inside of the inner surface of the wallboard facing such strips, roofs and concrete floor slabs of all Buildings;
 - (iv) the outside surface of exterior walls, roofs, doors and windows of all Buildings;
 - (v) all rooms and equipment provided and contained therein in the Buildings, other than Units;
 - (vi) all hallways and stairways, the elevator of the Buildings; and
 - (vi) the vertical plane of the middle of the common wall separating the two Units within the Buildings;
- (e) all other parts of the Condominium not defined as part of the Units and not included within the items listed above and all apparatus and installation (including any replacements thereof) on the Land for common use or necessary or convenient to the existence, maintenance, safety or enjoyment of the Condominium; and
- (f) such additional Common Areas and Facilities as may be defined in Chapter 183A.

The Declarant has reserved the right pursuant to Paragraph 20 hereof to modify the boundaries of Units to be included in the Condominium as part of future phases, and such modifications may result in corresponding adjustments in the definition of the Common Areas and Facilities with respect to such Units. In such event, the amendment to this Master Deed adding such future phases to the Condominium shall specify in what respects the Common Areas and Facilities have been adjusted as to the Units involved.

There is appurtenant to each Unit the right to use the Common Areas and Facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit Owners.

10. Limited Common Areas and Facilities and Exclusive Use Areas.

(a) Units shall have those rights and easements to areas designated on the Site Plan as Limited Common Areas and Exclusive Use Areas relative to said Units. Limited Common Areas and Exclusive Use Areas are further described in Exhibit E attached hereto.

(b) Limited Common Areas and Facilities and Exclusive Use Areas and Facilities, as shown on the Floor Plans, the Site Plan, and described in Exhibit E shall be appurtenant to each Unit respectively, and said rights and easements may not be severable from the Units, including the decks appurtenant to Units.

11. Parking.

(a) Within the Condominium, upon the completion of all Phases, it is anticipated that there will be a total of approximately two hundred seventy (270) parking spaces. All Units shall have the right and easement to at least two (2) parking spaces (herein "Parking Easement(s)") within the outdoor parking area immediately adjacent to the Unit, as shown on the Site Plan, which shall be conveyed by the Declarant to Unit Owners as a part of their unit deed (herein "Unit Deed").

(b) Unit Owners of the Summer Hill Estates Condominium and their guests and invitees may use outdoor parking spaces located within the Common Areas of the Condominium and shown on the Site Plan. However, no cars or vehicles belonging to a Unit Owner or a guest or invitee of a Unit Owner may be parked in any parking space or within the Common Areas of the Condominium (not including Exclusive Driveways or Parking Easements) for more than ten (10) consecutive days and nights.

(c) Except on a temporary basis, only non-commercial vehicles may be parked within the Condominium. Boats, commercial and recreational vehicles are prohibited in all outdoor parking areas.

(d) The Condominium Trust shall have the right to remove any vehicle in violation of the provisions of this Paragraph 11.

Additional rules and regulations regarding parking within the Condominium may be adopted from time to time by the Condominium Trust.

12. Percentage Ownership Interest in Common Areas and Facilities.

The percentage ownership interest of each Unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Unit on the date of this Master Deed bears to the then aggregate fair value of all Units.

Each Unit shall be entitled to an appurtenant undivided ownership interest in the Common Areas and Facilities as set forth in Exhibit C attached hereto. Exhibit C shall hereafter be amended as additional phase(s) are added to the Condominium pursuant to Paragraph 20 hereof.

13. Purpose and Restrictions on Use and Occupancy.

(a) Each Unit is intended to be used only for residential purposes by not more than one (1) family unit or by not more than three (3) unrelated persons. No business, commercial or office use may be made of any Unit or of any part of the Common Areas and Facilities by any Unit Owner; provided, however that a Unit Owner or occupant may use a portion of his Unit for such personal office use as is customarily carried on as incidental to the residential use of a

single family residence. All uses shall, however, be permitted hereunder only if and to the extent that they are in full compliance with all applicable building, zoning, health ordinances or by-laws, statutes, ordinances, by-laws, and rules and regulations of any governmental body or agency having jurisdiction thereover and in full compliance with all recorded restrictions. No such use shall be carried on which causes any increase in premium for any insurance carried by the Trustees or any Unit Owner relating to any Building or any Unit, as the case may be; provided that the Trustees may, in their sole and unfettered discretion, allow such use upon the stipulation that any such increased premium shall be paid by the Unit Owner carrying on such use. The Buildings and the Common Areas and Facilities and Limited Common Areas and Facilities are intended to be used only for such ancillary uses as are required and customary in connection with the foregoing purposes.

(b) The Units, the Buildings and the Common Areas and Facilities shall not be used in a manner contrary to or inconsistent with the provisions of the Master Deed, the Condominium Trust and By-Laws, any rules and regulations from time to time in effect pursuant thereto with respect to the use and management thereof, and Chapter 183A.

The foregoing restrictions are imposed for the benefit of the Owners from time to time of all of the Units and Condominium Trust, and shall be enforceable by each Unit Owner and also by the Condominium Trustees, and shall, insofar as permitted by law, be perpetual, and to that end may be extended by the Unit Owners and the Condominium Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. These restrictions may be waived in particular respects and only by a vote of seventy-five (75%) percent or more of the undivided interests in the Common Areas and Facilities and an instrument in writing signed by a majority of the Condominium Trustees; and such instrument, whether or not recorded, shall be binding on all present and succeeding Owners from time to time of the Units, and on the Condominium Trustees then in office. No owner of a Unit shall be liable for any breach of the provisions of this Paragraph 13 except as such occur during his or her ownership thereof.

13A. Declarant's Reserved Rights.

(a) Notwithstanding anything contained within Paragraphs 13 and 13A above or within this Master Deed to the contrary, the Declarant, or any affiliate thereof, which term shall include, without limitation, any related or associated corporation or subsidiary, trust, partnership, limited liability corporation or other entity or individual (collectively the "Affiliates") reserves unto itself and its Affiliates, successors and assigns the right, until all of said Units, including Units in all phases of the Condominium, have been sold by said Declarant or its Affiliates, successors or assigns, to use and occupy on an exclusive basis, and to let or lease Units owned or leased by them, or the Common Areas and Facilities, as a sales, leasing and management office, as storage areas, for purposes of construction, or as models for display for purposes of sale or leasing of Units, and as such shall have a right of access to any such area to accomplish any such purpose. In addition, the Declarant, its Affiliates, successors and assigns shall have the

exclusive right to erect and maintain signs on any part of the Common Areas and Facilities and to utilize the parking areas within the Condominium for the purpose of marketing, leasing, selling, and reselling the units, and to designate said parking area through the use of signs or otherwise, for such exclusive purposes.

(b) The rights reserved hereinabove to the Declarant, its Affiliates, successors and assigns shall be exclusive and shall not be restricted by the Condominium Trust, or rules and regulations adopted pursuant thereto. In addition, notwithstanding anything to the contrary contained in this Master Deed, the Condominium Trust, or any rules and regulations promulgated pursuant thereto, so long as the Declarant owns any Unit no instrument of amendment or modification which alters, limits or impairs any of the rights, powers, privileges or interests reserved to the Declarant, its Affiliates, successors or assigns in this Master Deed, the Condominium Trust or any lease referred to herein, shall be of any force or effect unless consented to and signed by the Declarant, its Affiliates, successors, or assigns, as the case may be.

13B. Pets.

(a) Owners of Units may keep dogs that do not weigh more than ninety (90) pounds and cats. All Unit Owners may keep birds, aquarium fish or any other pet considered to be a "standard household pet". No pets of any kind shall be permitted within a Unit or anywhere within the Condominium if the pet may be considered dangerous, regardless of caging or other means of confinement of pet provided by the Unit Owner, or if otherwise prohibited or excluded from any insurance policy carried by or in favor of the Condominium.

(b) All pets kept by Unit Owners shall be licensed and inoculated as required by law. Pets may not be kept, bred or maintained for any commercial purpose.

(c) Unit Owners must keep all pets, other than cats, on leashes at all times while in common areas of the Condominium. Unit Owners may not permit their pets to leave waste on any Common Areas. Unit Owners shall be required to immediately pick up and properly dispose of their pet's waste in a sanitary manner.

(d) Each Unit Owner who violates any of the foregoing provisions, or causes damage to or requires clean-up of the Common Areas due to actions of pet, or any Unit Owner of a pet that is offensive or causes or creates a nuisance or unreasonable disturbance, odor or noise, then the owner of such pet shall be fined in an amount determined by the Board or assessed by the Board for the cost of repair or damage or cleaning. A Unit Owner with a pet that is in violation of the provisions herein may be required to permanently remove any pet that is the cause of the violation from the Condominium within ten (10) days' of receipt of written notice from the Board.

13C. Leasing of Units.

All lease agreements shall be for a period of not less than twelve (12) consecutive months. All lease agreements shall be in writing and specifically subject to the Master Deed, the Trust and the Rules and Regulations of the Condominium, including the restrictions with respect to occupancy, and shall have a minimum initial term of one (1) year. A copy of all leases or rental agreements, as executed shall promptly be furnished to the Board of Trustees who shall keep and maintain the same as part of its records. All tenants must be approved by the Trustees prior to occupancy. Said approval must be in writing and shall not be unreasonably withheld or delayed by the Trustees.

13D. Trust By-Laws and Rules and Regulations.

The use of Units by all Unit Owners, guests, invitees and tenants, or persons authorized to use the same shall be at all times subject to the provisions contained in this instrument, the By-Laws of the Trust and such Rules and Regulations as may be prescribed and established to govern such use or which may hereafter be prescribed and established by the Board of Trustees.

13E. Use of all Common Areas and Facilities within the Buildings.

The use of all Common Areas and Facilities within the Buildings, if any, shall be used solely by Unit Owners of the Buildings in which their Units are located.

14. Easement for Encroachment.

If any portion of the Common Areas and Facilities now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of (a) settling of a Building, or (b) alteration or repair to the Common Areas and Facilities made by or with the consent of the Condominium Trustees, or (c) repair or restoration of the Buildings or any Unit after damage by fire or other casualty, or (d) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the affected Building stands.

15. Units Subject to Master Deed and Condominium Trust.

The acceptance of a Unit Deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed (including, without limitation, Paragraph 20 hereof), the Unit Deed and the Condominium Trust, and the By-Laws of the respective Trusts, as they may be amended from time to time, and the said items affecting title to the Land, are accepted and ratified by such owner, tenant, visitor, invitee, servant or occupant; and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

16. Amendments.

(a) Except as otherwise provided in Paragraph 20 hereof with respect to amendments adding phase to the Condominium, this Master Deed may be amended by an instrument in writing (a) assented to by the Owners of Units at the time entitled to at least seventy-five (75%) percent or more of the undivided interest in the Common Areas and Facilities (the Trustees may certify as to such assent), (b) signed by a majority of the Condominium Trustees, and (c) duly recorded with the Registry provided, that:

- (i) The date on which any such instrument of amendment is first assented to by an Owner of a Unit shall be indicated thereon as the date thereof, and no such instrument shall be of any force or effect unless so recorded within six (6) months after such date.
- (ii) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless signed by the Owner of the Unit so altered.
- (iii) Except as provided in Paragraph 20 hereof with respect to amendments adding new phases to the Condominium, no instrument of amendment which alters the percentage of undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force or effect unless signed by the Owners of all the Units.
- (iv) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect.
- (v) Where required under the provisions of this Paragraph 16, the instrument of amendment shall be assented to by the holders of the Unit Owners' first mortgages of record with respect to all of the Units.
- (vi) No instrument of amendment which purports to affect the Declarant's reserved rights to construct and add additional phases to the Condominium as set forth in Paragraph 20 or elsewhere in this Master Deed or the Declarant's reserved rights to construct, erect or install common use facilities as set forth herein shall be of any force and effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Registry.
- (vii) No instrument of amendment which would adversely affect the Declarant's right and ability to develop and/or market the Condominium, as it may be expanded pursuant to the provisions of Paragraph 20 hereof to include additional phases, shall be of any force or effect unless it is assented to in writing by the Declarant,

and this assent is recorded with such amendment at the Registry. The requirements for the Declarant's assent contained in this subparagraph (a)(vii) shall terminate upon the completion of construction and sale by the Declarant to a third party purchaser (who shall not be a successor or assign of the Declarant's development interest in the Condominium) all Units including those of the last phase of the Condominium.

- (viii) No instrument of amendment which purports to amend or otherwise affect subparagraph (a) of this Paragraph 16 shall be of any force and effect unless signed by all of the Unit Owners and all first mortgagees (herein "First Mortgagee(s)") of record with respect to the Units.
- (ix) The Declarant reserves the right to amend the Master Deed and the Condominium Trust at any time and from time to time in a manner required by any mortgagee of the Declarant, provided that no such amendment shall adversely affect the fee ownership or exclusive rights and easements of any Unit Owner or his, her or its percentage interest in the Common Areas and Facilities. Any such amendment may be made without the consent of the Unit Owners or First Mortgagees.

(b) This Master Deed shall not be altered, amended or otherwise changed if such alteration or amendment will, in any manner, disqualify mortgages of Unit in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA). All provisions of this Master Deed shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.

(c) Notwithstanding anything herein contained to the contrary, (but subject to any greater requirements imposed by Chapter 183A of the Massachusetts General Laws), the Declarant reserves the right and power to file a special amendment ("Special Amendment") to this Master Deed or the Declaration of Trust at any time and from time to time which amends this Master Deed or the Declaration of Trust (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any of the governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entitled, (ii) to induce any of such agencies or entitles to make, purchase, sell, insure, or guarantee first mortgages covering Unit ownership, (iii) to bring this Master Deed or the Declaration of Trust in to compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts, or (iv) to correct clerical, typographical or other errors in this Master Deed or any exhibit thereto or any supplement or amendment thereto or the Declaration of Trust.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make or consent to any such Special Amendment(s)

on behalf of each Unit Owner. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit shall constitute and be deemed to be the acceptance of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and file Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Paragraph shall terminate at such time as the Declarant or any member or manager of the Declarant no longer holds or controls title to a Unit and has completed all phases of the Condominium.

17. Provisions for the Protection of Mortgagees.

Notwithstanding anything in this Master Deed or in the Condominium Trust and By-Laws to the contrary, the following provisions shall govern and be applicable insofar and for as long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the FHLMC or FNMA, as applicable under laws and regulations applicable thereto and shall apply for the protection of the holders of the First Mortgages with respect to the Units and shall be enforceable by any First Mortgagee:

(a) In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

- (i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
- (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
- (iii) sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii) above.

(b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.

(c) Subject to applicable law, any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such unit by such First Mortgagee;

(d) Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Areas and Facilities of the Condominium, unless at least sixty-seven (67%) percent of the First Mortgagees (based on one (1) vote for each first mortgage owned),

and Owners of Units (other than the Declarant, sponsor, developer or builder) have given their prior written approval, the Trustees shall not:

- (i) by any act or omission, seek to abandon or terminate the Condominium;
 - (ii) change the pro rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the prorata share of ownership of each Unit in the Common Areas and Facilities; provided that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to Paragraph 20 hereof;
 - (iii) partition or subdivide any Unit;
 - (iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause and provided further that this prohibition shall be deemed waived to the extent necessary to allow the phasing of the Condominium pursuant to Paragraph 20 hereof; or
 - (v) use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities for anything other than the repair, replacement or reconstruction thereof, except as otherwise provided in the Condominium Trust which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A.
- (e) Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole.
- (f) In no event shall any provision of this Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such unit and/or the Common Areas and Facilities.
- (g) Upon written request to the Trustees of the Condominium Trust, identifying the name and address of the holder, insurer or governmental guarantor and the Unit number or address, any First Mortgagee or insurer or governmental guarantor of said First Mortgage (hereinafter the "Eligible Mortgage Holders" and "Eligible Insurers or Guarantors" as the case may be) will be entitled to timely written notice of:

- (i) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, as applicable;
 - (ii) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, which remains uncured for a period of sixty (60) days;
 - (iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees of the Condominium Trust;
 - (iv) Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in this Paragraph 17.
- (h) To the extent permitted by applicable law, Eligible Mortgage Holders shall also be afforded the following rights:
- (i) Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications unless other action is approved by Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
 - (ii) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium property must be approved in writing by Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages.
 - (iii) Except as otherwise provided herein, no reallocation of interests in the Common Areas and Facilities resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of Eligible Mortgage Holders holding mortgages on all remaining Units whether existing in whole or in part, and which have at least fifty-one (51%) percent of the votes of such remaining Units subject to Eligible Mortgage Holder mortgages.
 - (iv) When professional management has been previously required by an Eligible Mortgage Holder or Eligible Insurer or Guarantor, whether such entity became an Eligible Mortgage Holder or Eligible Insurer or Guarantor at that time or later, any decision to establish self management by the Trust shall require the prior

consent of Owners of Units to which at least sixty-seven (67%) percent of the votes in the Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages.

(i) Condominium dues or charges shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Areas and Facilities that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments. In addition, a working capital fund shall be established equal to at least a two (2) months' estimated common area charges for each Unit and shall be maintained in a segregated account. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

(j) No agreement for professional management of the Condominium or any other contract with the Declarant, developer, sponsor or builder, may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

(k) The Trustees shall make available to the Unit Owners and lenders, and to holders, insurers or guarantors of any First Mortgagee, current copies of the Master Deed, Declaration of Trust, By-Laws, other rules concerning the Condominium and the books, records and financial statements of the Condominium Trust. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.

(l) Any lease or rental agreement pertaining to a Unit must be in writing and state that it is subject to the requirements of the Master Deeds, Condominium Trust, By-Laws and Rules and Regulations of the Condominium. No Unit may be leased or rented for a term of less than three hundred sixty-five (365) days. All tenants must be approved in writing by the Trustees prior to occupancy.

(m) Except for amendments to the Condominium documents or termination of the Condominium made as a result of destruction, damage or condemnation as above set forth:

- (i) The consent of Owners of Units to which at least sixty-seven (67%) percent of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages, shall be required to terminate the legal status of the Condominium; and

- (ii) The consent of the Owners of Units to which at least sixty-seven (67%) percent of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to Eligible Mortgage Holder mortgages, shall be required to add or amend any material provisions of the condominium documents of the Condominium, which establish, provide for, govern or regulate any of the following:

- voting rights;
- increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens;
- reductions in reserves for maintenance, repair, and replacement of common elements;
- responsibility for maintenance and repairs;
- reallocation of interests in the general or limited common elements, or rights to their use;
- redefinition of any unit boundaries;
- convertibility of units into common elements or vice versa;
- expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project;
- hazard or fidelity insurance requirements;
- imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
- a decision by the owner's association of a project that consists of 50 or more units to establish self-management if professional management had been required previously by the project documents or by an eligible mortgage holder;
- restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the documents; or
- any provisions that expressly benefit mortgage holders, insurers, or guarantors.

Any First Mortgagee which does not deliver or post to the Trustees of the Condominium Trust a negative response within thirty (30) days of a written request by the Trustees for approval of any addition or amendment pursuant to this paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this Paragraph, when recorded at the Registry, shall be conclusive evidence as to the existence or nonexistence of any fact, or to any conditions precedent required for any action taken in connection with this Paragraph 17, and may be relied upon by any person without being required to make independent inquiry.

18. Severability.

The invalidity or unenforceability of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

19. Waiver.

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

20. Declarant's Reserved Rights to Construct and Add Future Phases.

(a) In order to permit and facilitate the addition of phases to the Condominium, as described in Paragraph 6 herein, the Declarant, for itself and all its successors and assigns, hereby expressly reserves the following rights and easements to construct, erect and install on the Land, in such locations as the Declarant shall in the exercise of its sole discretion determine to be appropriate or desirable;

- (i) Additional Building(s), each containing one (1) or more Units;
- (ii) Additional roads, driveways, parking spaces and areas, walks and paths;
- (iii) New or additional fences or decorative barriers or enclosures, and other structures of every character;
- (iv) New or additional conduits, pipes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities; and
- (v) All and any other buildings, structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium as a residential, phased condominium.

(b) The Declarant further reserves the following rights (until all of the Units have been sold by said Declarant, its Affiliates, successors and assigns):

- (i) To alter and relocate existing, and install additional landscaping throughout the Common Areas and Facilities and to designate such Buildings or portions thereof for the exclusive use of one (1) or more Unit Owners.
- (ii) To grant or reserve or to cause the Condominium Trustees to grant or to reserve easements across, under, over and through the Land or any portion thereof which the Declarant determines is necessary or convenient in connection with the

development or use of the Condominium; provided only that such grants or reservations do not unreasonably interfere with the use of the Units or Common Areas and Facilities for their intended purposes.

- (iii) To use the Common Areas and Facilities of the Condominium as may be reasonably necessary or convenient to complete construction of any buildings or other improvements to the Condominium or additions thereto.

(c) Each Owner of a Unit within the Condominium, by the acceptance and recordation of a Deed to his Unit, shall thereby have consented to any such amendment to the Master Deed without the necessity of securing any further consent or execution of any further documents by such Owner, and does hereby appoint the Declarant as his attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant any easement above referred to, or to affect any such right hereinabove reserved, which power of attorney is deemed to be coupled with an interest.

(d) Notwithstanding any provisions of this Master Deed, the Condominium Trust or the By-Laws to the contrary, the Declarant hereby reserves to itself and its agents, representatives, employees and contractors the right and easement to enter upon all or any portion of the Common Areas and Facilities with men, vehicles, machinery and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing structures and their appurtenances, utilities of every character, roads, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development of the Condominium, including the development and addition to the Condominium of future phase(s) as permitted by Paragraph 20 of this Master Deed and the development of common use facilities should the Declarant elect to develop same pursuant to the rights reserved to the Declarant in Paragraph 20 of this Master Deed. This easement shall include the right to store at, in or upon the Common Areas and Facilities vehicles, machinery, equipment and materials used or to be used in connection with said development work for such periods of time as shall be conveniently required. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development and expansion of the Condominium under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation.

(e) The phase or phases which the Declarant wishes to add to the Condominium may be so added at one time by a single amendment to this Master Deed or may be added at different times by multiple amendments to this Master Deed. Upon the recording of an amendment adding any Unit or Units to the Condominium, such Unit or Units shall become part of the Condominium for all purposes, shall be included within the definition of the "Unit" as used in this Master Deed and shall otherwise be subject in all respects to this Master Deed and the Condominium Trust and By-Laws.

(f) Ownership of each building, together with the Units forming part thereof and all appurtenances thereto, constructed by or for the Declarant pursuant to the said reserved rights and easements shall remain vested in the Declarant; and the Declarant shall have the right to sell and convey the said Units as Units of the Condominium without accounting to any party (other than the Declarant's mortgagees) with respect to the proceeds of such sales.

(g) The Declarant's reserved rights and easements to construct and add additional Units to the Condominium, together with their designated appurtenant Common Areas, shall be unlimited except for the restrictions as follows:

- (i) Time Limit After Which the Declarant May No Longer Add New Phases. The Declarant's reserved rights to amend this Master Deed to add new Units to the Condominium as part of future phases shall expire upon the first to occur of the following events:
 - (a) The expiration of seven (7) years after the recording of this Master Deed. However, in the event the Declarant receives permission from FNMA to extend the expiration date herein, the expiration date shall be extended accordingly, and the Declarant's rights to add additional phases shall be prolonged without the consent of any Unit Owner or Mortgagee;
 - (b) The total Units then included in the Condominium by virtue of this Master Deed and subsequent amendments hereto pursuant to this Paragraph 20 reach the maximum limit of one hundred ten (110), except for in the event the Declarant exercises its rights under Paragraph 20(k) herein; or
 - (c) The Declarant shall record with the Registry a statement specifically relinquishing its reserved rights to amend this Master Deed to add new Units to the Condominium.
- (ii) Location of Future Improvements. There are no limitations imposed on the location of future phases, buildings, structures, improvements and installations to be constructed, erected or installed on the Land or land to be added to the Condominium in future phases, pursuant to the rights reserved to the Declarant under this Paragraph 20.
- (iii) Size of Phases. There are no minimum or maximum size limitations on the future phase(s) to be added to the Condominium. A phase may consist of any number of buildings containing any numbers of Units provided, however, that the maximum total number of permitted Units for the entire Condominium as set forth in the immediately following subparagraph (iv) is not exceeded.

- (iv) Maximum Number of Units Which May be Added by Future Phases. The Declarant may not amend this Master Deed to add new Units to the Condominium as part of future phases so that the total number of Units in the Condominium would exceed one hundred ten (110), except for the provisions of Paragraph 20(k) below, whereby the Declarant can add adjacent land to the Condominium, and add additional Units within the additional land.
- (v) Types of Units Which May be Constructed and Added to the Condominium as Part of Future Phases. The Declarant reserves the right to change the type of construction, architectural design, style and principal construction materials of future Buildings and any Units therein which are to be added to the Condominium as part of future phases. Therefore, the Declarant shall not be limited to any specific type of Building or Unit and there shall be no limit (other than that imposed by applicable federal, state or local law and regulation) on the use, size, layout and design of future Building(s) or the size, layout and design of future Units. Also, the Declarant shall have the right to vary the boundaries of future Unit(s) from those described in Paragraph 8 hereof.
- (h) Declarant's Right to Designate Common Areas and Facilities as Appurtenant to Future Units. The Declarant reserves the right to designate certain portions of the Common Areas and Facilities as Common Areas as Exclusive Use Areas or Limited Common Areas of Units to be added to the Condominium a part of future phase(s). Such future designated Common Areas may include, but need not be limited to, fences, steps, terraces, decks, porches, yard areas, walkways and parking spaces or areas. As hereinafter described, each amendment to this Master Deed adding additional phase(s) shall specify the Common Areas, Exclusive Use Areas or Limited Common Areas appurtenant to the Units in such phase(s) if such Common Areas, Exclusive Use Areas or Limited Common Areas are different from those described in Paragraphs 9 and 10 hereof.
- (i) Declarant's Reserved Rights to Construct Future Common Areas and Facilities. The Declarant, for itself and its successors and assigns, hereby expressly reserves the right and easement to construct, erect and install on the Land in such locations as it shall determine to be appropriate or desirable one (1) or more common use facilities to serve the Condominium, together with all such utility conduits, pipes, wires, poles and other lines, equipment and installations as shall be associated therewith. Such common use facilities may include a sewage treatment plant (or expansion of the existing sewage treatment plant), parking garages, parking lots or any other facility for common use by the Unit Owners which the Declarant shall deem necessary or desirable. Upon substantial completion of such common use facility, it shall become part of the Common Areas and Facilities to the Condominium; and the Declarant shall turn it over to the Condominium Trust for management, operation and maintenance and the Condominium Trustees shall accept responsibility for such management, operation and maintenance. Nothing contained in this Paragraph 20 (h), however, shall in any way obligate the

Declarant to construct, erect or install any such common use facility as part of the Condominium development.

(j) Recording of Phasing Amendments. The Declarant may add future phase(s) and Building(s) and any Unit(s) therein to the Condominium by executing and recorded with the Registry amendment(s) to this Master Deed which shall contain the following information:

- (i) An amended Exhibit B describing the Building(s) being added to the Condominium;
- (ii) An amended Exhibit C describing the designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Unit(s) being added to the Condominium, as well setting forth the new percentage ownership interests for all Units in the Common Areas and Facilities of the Condominium based upon the addition of the new Unit(s);
- (iii) An amended Exhibit D containing the boundaries of all Units in the Condominium, including the additional Units;
- (iv) An amended Exhibit E containing Limited Common Areas and Exclusive Use Areas of all Units of the Condominium, including those Units being added to the Condominium;
- (v) A revised Site Plan of the Condominium showing the new Building(s); and
- (vi) Revised Floor Plans for the new Units being added to the Condominium, which shall comply with the requirements of Chapter 183A.

(k) Addition of Land to the Condominium. In addition to the Declarant's rights to add additional phases within the Land, as described hereinabove in Paragraphs 20(a) through 20(j), the Declarant shall have the right to add adjacent parcels of land, including all improvements thereon, to the Condominium (herein "Additional Land"). In the event the Declarant incorporates Additional Land to the Condominium, the Declarant shall have all rights to create and add Units to the Condominium located within the Additional Land. All phasing rights of the Declarant relative to the Land shall be applied to Additional Land.

It is expressly understood and agreed that no such amendment(s) adding new phases to the Condominium shall require the consent, (except as in this Paragraph 20 already granted) or signature in any manner by any Unit Owner, any person claiming, by through or under any Unit Owner (including the holder of any mortgage or other encumbrance with respect to any Unit) or any other party whatsoever, and the only signature which shall be required on any such amendment is that of the Declarant. Any such amendment, when executed by the Declarant and

recorded with the Registry, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

Each Unit Owner understands and agrees that as additional phase(s) containing additional Unit(s) are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership interest of his Unit in the Common Areas and Facilities, together with his Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, shall be reduced, as the value of his Unit will represent a smaller proportion of the revised aggregate fair value of all Units in the Condominium. In order to compute each Unit's said percentage ownership interest after the addition of a new phase, the fair value of the Unit measured as of the date of this Master Deed shall be divided by the aggregate fair value of all Units (including the new Units being added to the Condominium), also measured as of the date of this Master Deed. These new percentage interests shall then be set forth in the aforesaid amended Exhibit C which is to accompany each amendment to this Master Deed which adds a new phase to the Condominium.

Every Unit Owner by the acceptance of his deed to his Unit hereby consents for himself, his heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under him to the Declarant's reserved rights under this Paragraph 20 and expressly agrees to the said alteration of his Unit's appurtenant percentage ownership interest in the Common Areas and Facilities of the Condominium when new phase(s) are added to the Condominium by amendment to this Master Deed pursuant to this Paragraph 20.

In the event that notwithstanding the provisions of this Paragraph 20 to the contrary, it shall ever be determined that the signature of any Unit Owner, other than the Declarant, is required on any amendment to this Master Deed which adds new phase(s) to the Condominium, then the Declarant shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Unit Owner; and for this purpose each Unit Owner, by the acceptance of the deed to his Unit, whether such deed be from the Declarant as grantor or from any other party, constitutes and appoints the Declarant as his attorney-in-fact. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium.

For purposes of the addition of phases to the Condominium set out in Paragraphs 6 and 20 herein, the Declarant shall have all of the rights and easements reserved to it in Paragraph 13A hereof.

21. Definition of "Declarant".

For purposes of this Master Deed, the Condominium Trust and the By-Laws, "Declarant" shall mean and refer to said Summer Hill Estates Development, LLC which has executed,

delivered and recorded this Master Deed, and to all successors and assigns of said Summer Hill Estates Development, LLC who come to stand in the same relation as developer of the Condominium as it did.

22. 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 Master Deed nor the intent of any provision hereof.

23. Governing Law.

This Master Deed, the Condominium Trust, and By-Laws and the Condominium created and regulated thereby, shall be governed in all respects by Chapter 183A as it is in force as of the date of the recording of this Master Deed. Provided, however, a subsequent amendment of, revision to or substitution for Chapter 183A shall apply to this Master Deed, the Condominium Trust and By-Laws and the Condominium in the following cases:

- (a) Such amendment, revision or substitution is by its terms made mandatory on existing Condominiums; or
- (b) To the extent permitted by applicable law, the Unit Owners by a written instrument signed by Owners of Units holding at least two-thirds (2/3) of the total voting power of the Unit Owners, as said voting power is defined in Article V, Section 5.3 of the Condominium Trust, may elect to have such amendment, revision or substitution apply. Such instrument setting forth this election, or a notice of it signed by a majority of the Condominium Trustees, which notice shall be accompanied by a certification that the consent of the Unit Owners required for it has been obtained, shall be recorded with the Registry prior to its becoming effective. Such instrument or notice, as so executed and recorded shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity thereof in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such instrument or notice is not valid. Notwithstanding the foregoing provisions of this Paragraph 24 to the contrary, the Unit Owners may not elect to have such amendment, revision or substitution apply, without first obtaining the written consent of the Declarant, which consent shall be recorded with the instrument setting forth the election with the Registry, if any such amendment, revision or substitution would adversely affect the Declarant's right and ability to develop and/or market the Condominium, including all its possible future phase(s).

24. Transfer of Rights Retained by Declarant.

Any and all rights and powers reserved to the Declarant, its Affiliates, successors or assigns in this Master Deed, the Condominium Trust or any Rules and Regulations promulgated pursuant thereto may be conveyed, transferred or assigned for any reason, provided, however,

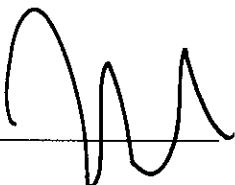
that such conveyance, transfer or assignment, as the case may be, must be evidenced by an instrument recorded with the Registry.

25. Financing of Construction.

The Declaration reserves the right to mortgage all or any portion of the Condominium, other than Units conveyed to Unit Owners, for the purpose of financing the construction of future phases and, until discharged, any such mortgage shall have priority over the interests of all Unit Owners and their mortgagees. By purchasing Units and granting and accepting mortgages thereon, the Unit Owners and their mortgagees shall be deemed to have consented to any such mortgage, to have subordinated their interests thereto and to have appointed the Declarant as their respective attorney-in-fact (which power of attorney shall be deemed to be coupled with an interest) for purposes of executing, delivering and recording any subordination or other agreements deemed necessary by such construction lender.

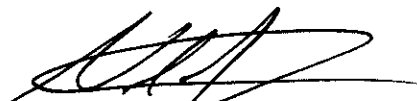
IN WITNESS WHEREOF, the said Summer Hill Estates Development, LLC has caused these presents to be executed this 6th day of November, 2006.

Witness:



Summer Hill Estates Development, LLC

By:



Neil M. Jackson, Manager

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss

November 6, 2006

On this 6th day of November, 2006, before me, the undersigned notary public, personally appeared Neil M. Jackson, Manager of Summer Hill Estates Development, LLC, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for the stated purpose.

Patzter

Notary Public:

My Commission Expires:

Patrick L. Stoe
My Commission Expires Feb. 20, 2009

Feb 20 2009

K:\WP61\CASEFILE\Summer Hill Estates\10.30.06 docs\Summerhill Master Deed.doc

EXHIBIT A

SUMMER HILL ESTATES CONDOMINIUM

DESCRIPTION OF THE LAND

111 Daniel Shays Highway, Belchertown, Massachusetts 01007

The land in Belchertown, Hampshire County, Massachusetts, situated on the westerly side of Daniel Shays Highway and Old Pelham Road and the northeasterly side of Federal Street, and shown as Phase 1, Phase 2 and Phase 3 on a plan of land entitled "SUMMER HILL ESTATES CONDOMINIUM SITE PLAN", by Sherman & Frydryk, dated October 5, 2006, said plan being recorded with Hampshire County Registry of Deeds herewith, said land being more particularly bounded and described according to said plan as follows:

Beginning at a point in the westerly sideline of Daniel Shays Highway at the southeasterly corner of said land, said point also being the northeasterly corner of land now or formerly of Ruthella M. Tucker, and thence running

S. 84° 14' 57" W.	100.36 feet to a point; thence running
N. 00° 54' 25" W.	122.97 feet to a point; thence running
S. 84° 14' 57" W.	191.41 feet to a point; thence running
S. 11° 33' 57" W.	276.01 feet to a point; thence running
S. 01° 20' 23" W.	14.28 feet to a point; thence running
S. 23° 41' 59" W.	24.40 feet to a point; thence running
S. 19° 22' 01" W.	223.34 feet to a point; thence running
S. 21° 39' 10" W.	24.83 feet to a point; thence running
S. 13° 49' 39" W.	16.01 feet to a point; thence running

S. 20° 53' 16" W.	170.61 feet to a point; thence running
S. 20° 09' 33" W.	237.30 feet to a point; thence running
N. 51° 07' 54" W.	48.89 feet to a point; thence running
S. 58° 29' 51" W.	59.96 feet to a point; thence running
S. 56° 41' 23" W.	54.88 feet to a point; thence running
S. 57° 50' 16" W.	254.04 feet to a point in the northeasterly sideline of Federal Street; thence running
N. 31° 54' 05" W.	223.07 feet along the northeasterly side of Federal Street to a point; thence running
N. 57° 40' 13" E.	249.72 feet to a point; thence running
N. 33° 48' 46" W.	166.20 feet to an iron pin; thence running
N. 33° 53' 46" W.	315.87 feet to a point; thence running
N. 05° 00' 43" E.	490.19 feet to an iron pin; thence running
N. 05° 05' 42" E.	48.09 feet to a point; thence running
N. 01° 31' 55" E.	67.87 feet to a point; thence running
N. 03° 16' 43" E.	58.76 feet to a point; thence running
N. 04° 27' 15" E.	47.17 feet to a point; thence running
N. 00° 36' 45" E.	21.90 feet to a DH; thence running
N. 02° 51' 49" E.	264.96 feet to a point; thence running
N. 01° 06' 54" E.	55.96 feet to a point; thence running
N. 04° 27' 47" E.	64.80 feet to a point; thence running
N. 02° 34' 13" E.	60.48 feet to a point; thence running
N. 05° 00' 30" E.	52.70 feet to a point; thence running

N. 03° 44' 09" E. 71.90 feet to a point; thence running
 N. 02° 17' 44" E. 86.74 feet to a point; thence running
 N. 04° 20' 52" E. 149.34 feet to an iron pin; thence running
 S. 87° 39' 53" E. 265.50 feet to a point; thence running
 S. 84° 24' 27" E. 67.03 feet to a point; thence running
 S. 85° 51' 48" E. 339.50 feet to a point; thence running
 S. 10° 39' 00" E. 221.73 feet to a point; thence running
 S. 84° 31' 44" W. 82.11 feet to a point; thence running
 S. 03° 44' 27" E. 149.01 feet to a point; thence running
 S. 03° 44' 27" E. 149.03 feet to a point; thence running
 S. 08° 14' 23" E. 279.52 feet to an iron pin; thence running
 N. 84° 57' 00" E. 130.00 feet to a point; thence running
 N. 84° 23' 00" E. 139.20 feet to a point; thence running

Along a curve to the left having a radius of 30.00 feet, a distance of 52.12 feet to a point in the westerly sideline of Old Pelham Road; thence running

S. 15° 09' 00" E. 35.46 feet along the said westerly sideline of Old Pelham Road to a point; thence running
 S. 15° 38' 13" E. 50.22 feet along the said westerly sideline of Old Pelham Road to a point; thence running
 S. 84° 14' 57" W. 200.00 feet to a point; thence running
 S. 00° 56' 12" E. 200.00 feet to a point; thence running
 N. 84° 14' 57" E. 199.63 feet to a point in the westerly sideline of Daniel Shays Highway; thence running

S. 00° 54' 25" E. 200.72 feet along the said westerly sideline of Daniel Shays Highway to the point of beginning.

Containing 34.0283 acres of land according to said plan.

Together with easement rights granted to Summer Hill Estates Development, LLC, by Belchertown Memorial Post 8428, VFW, dated September 16, 2005, and recorded with Hampshire County Registry of Deeds in Book 8480 at Page 315.

Together with easement rights granted to Summer Hill Estates Development, LLC, by Joseph S. Duda and Albina Duda, dated October 17, 2005, and recorded with Hampshire County Registry of Deeds in Book 8480 at Page 318.

Together with easement rights granted to Summer Hill Estates Development, LLC, as delineated in a deed from Lawrence G. Tucker et als, dated October 13, 2005, and recorded with Hampshire County Registry of Deeds in Book 8480 at Page 323.

Subject to the terms and conditions of a Special Permit issued by the Town of Belchertown Planning Board on April 26, 2005, and recorded with Hampshire County Registry of Deeds in Book 8480 at Page 312.

Subject to the terms and conditions of a Site Plan Approval Determination issued by the Town of Belchertown Planning Board on April 26, 2005, and recorded with Hampshire County Registry of Deeds in Book 8480 at Page 312

Subject to an Order of Conditions issued by the Town of Belchertown Conservation Commission and recorded with Hampshire County Registry of Deeds in Book 8492 at Page 86.

Subject to an easement granted by Summer Hill Estate Development, LLC to Massachusetts Electric Company, dated January 9, 2006, and recorded with Hampshire County Registry of Deeds in Book 8620 at Page 284.

Subject to wetlands delineations as noted on the said plan.

Being the same premises conveyed to Summer Hill Estates Development, LLC, by deed of Lawrence G. Tucker et als, dated October 13, 2005, and recorded with Hampshire County Registry of Deeds in Book 8480 at Page 323.

EXHIBIT B

SUMMER HILL ESTATES CONDOMINIUM

SUBPHASE I

OF

PHASE I

DESCRIPTION OF BUILDINGS

Building 21-22: Duplex, two story building containing Units 21 and 22, with concrete foundation, struss/framed, asphalt covered, with vinyl clapboard exterior. The Units within the Building have separate gas, forced hot air heating, separate electric meters and breakers and separate hot water tanks. Each basement of each Unit has a gas furnace.

Building 23, 24, 25, 26: Four-Unit, one story building containing Units 23-26, with concrete foundation, struss/framed, asphalt covered, with vinyl clapboard exterior. The Units within the Building have separate gas, forced hot air heating, separate electric meters and breakers and separate hot water tanks. Each basement of each Unit has a gas furnace.

EXHIBIT C

SUMMER HILL ESTATES CONDOMINIUM

PHASE I

DESCRIPTION OF UNITS

Unit Designation	Location	Approximate Area (not including garage)	Number of Rooms	Immediately Accessible Common Areas	Percentage Interest in Common Areas and Facilities
21	111 Daniel Shays Highway	1416	6 + two baths + two car garage	First Floor Exclusive Porch	0.1757
22	111 Daniel Shays Highway	1416	6 + three baths + two car garage	First Floor Exclusive Porch	0.18853
23	111 Daniel Shays Highway	1365	5 + 2 baths + one car garage	Front Entrance	0.1597
24	111 Daniel Shays Highway	1331	5 + two baths + one car garage	Front Entrance	0.1597
25	111 Daniel Shays Highway	1331	5 + two baths + one car garage	Front Entrance	0.1597
26	111 Daniel Shays Highway	1364	5 + two baths + one car garage	Front Entrance	0.1597

EXHIBIT D

SUMMER HILL ESTATES CONDOMINIUM

PHASE I

BOUNDARIES OF THE UNITS

The boundaries of the Units with respect to the floors, ceilings, walls, doors and windows thereof are as follows:

- A. Floors:** The plane of the upper surface of the floor joists supporting the lowest floor.
- B. Ceilings:** The plane of the lower surface of the structural joists or lowest horizontal beams of the upper floor.
- C. Walls:** The plane of the interior surface of the studs (if any), or plaster and blue board (in the absence of wall studs), as the case may be.
- D. Doors, Windows and Skylights (if any):** Doors, windows and skylights (if any), that open from a Unit are part of the Unit from which they open, provided, however, that no structural components of the Building, and no pipes, wire, conduits, ducts, flues, shafts, or public utility lines situated within a Unit and forming part of any system serving one or more other Units or the common areas or facilities, shall be deemed to be a part of any Unit.

EXHIBIT E

SUMMER HILL ESTATES CONDOMINIUM

PHASE I

LIMITED COMMON AREAS / EXCLUSIVE USE AREAS

- Unit 21: Porch and driveway, as shown on the Floor Plans and Site Plan.
- Unit 22: Porch and driveway, as shown on the Floor Plans and Site Plan.
- Units 23-26: Driveways, as shown on the Floor Plans and Site Plan.

ATTEST: HAMPSHIRE, Marianne L. Donohue REGISTER
MARIANNE L. DONOHUE

EXHIBIT 8



2006 00031356

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DECLARATION OF TRUST
OF THE
SUMMER HILL ESTATES CONDOMINIUM TRUST

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DECLARATION OF TRUST
OF THE
SUMMER HILL ESTATES CONDOMINIUM TRUST

THIS DECLARATION OF TRUST made this 6th day of November, 2006, by Summer Hill Estates Operating Co., Inc., a Massachusetts corporation with a place of business at 3 Stadler Street, Belchertown, MA 01007 (hereinafter called the "Initial Trustee" or "Trustee", which term and any pronoun referring thereto shall be deemed to include its successors in trust hereunder and to mean the trustee or the trustees for the time being hereunder, wherever the context so permits).

ARTICLE I
NAME OF TRUST

The trust created hereby shall be known as:

SUMMER HILL ESTATES CONDOMINIUM TRUST (hereinafter, the "Trust").

ARTICLE II
THE TRUST AND ITS PURPOSE

Section 2.1 General Purpose.

This Trust is created as the organization of unit owners (hereinafter the "Owners" or "Unit Owners") as required by the provisions of Chapter 183A, as amended, of the Massachusetts General Laws (hereinafter "Chapter 183A") for the purpose of managing and regulating the Summer Hill Estates Condominium (hereinafter the "Condominium"), established by a master deed (hereinafter the "Master Deed") executed by Summer Hill Estates Development, LLC (hereinafter the "Declarant"), which term shall also include all persons or entities which may succeed to the Declarant's position as developer of the Condominium in accordance with the definition of Declarant contained in Paragraph 22 of the Master Deed, dated the same date as the date of this Trust and recorded herewith).

Section 2.2 Definitions.

Unless the context otherwise requires, the words defined in the Master Deed and the definitions contained in Section 1 of Chapter 183A shall be applicable to this Trust.

Section 2.3 Trust and Not Partnership.

It is hereby expressly declared that a trust and not a partnership or corporation is hereby created, and that the Unit Owners are beneficiaries and not partners or associates between and among themselves with respect to the Trust Property, and hold no relation to the Trustees other than as beneficiaries hereunder.

Section 2.4 Property held in Trust.

All property, real and personal, tangible and intangible, conveyed to or held hereunder by the Trustees (herein "Trust Property") shall vest in the Trustees, in trust, to manage, administer and dispose of the same and to receive and/or distribute the income and/or principal thereof for the benefit of the owners from time to time of the units (herein "Units") in the Condominium. The beneficial interest in this Trust of each Unit Owner is equal to the percentage of undivided ownership interest of each Owner's dwelling Unit in the Common Areas and Facilities of the Condominium (defined in Paragraph 9 of the Master Deed) as set forth in Exhibit C attached to and made a part of the Master Deed, as said percentage individual ownership interest may be amended from time to time (herein "Beneficial Interest").

ARTICLE III
THE INITIAL TRUSTEE, TURNOVER DATE
ELECTION OF NEW TRUSTEES

Section 3.1 Initial Trustee, Turnover Date, Number of Trustees; Term of Office; Qualifications.

(a) Initial Trustee / Turnover Date: The date upon which the Initial Trustee shall resign or shall no longer be the Trustee of the Condominium Trust (and the Declarant shall no longer be entitled to appoint a successor) is herein referred to as the "Turnover Date". Notwithstanding anything to the contrary contained in this Trust, the Turnover Date shall take place no later than the earlier of the following events;

- (i) One hundred and twenty (120) days after ninety (90%) percent of the percentage interest in the Condominium (defined as of the time after which The Declarant shall not longer add additional phases or Units to the Condominium, as set forth in Paragraph 20(g) of the Master Deed) have been conveyed to Unit purchasers;
- (ii) Three (3) years following recording of the amendment to the Master Deed
- (iii) creating the final phase of the Condominium; or
- (iv) The voluntary resignation of the Initial Trustee and the election of subsequent Trustees pursuant to the provisions of 3.2 herein.

(b) After the Turnover Date, there shall be at all times not less than three (3) nor more than five (5) Trustees, such number to be determined from time to time by vote of Unit Owners holding not less than fifty-one (51%) percent of the Beneficial Interest hereunder at any annual or special meeting of the Unit Owners.

ARTICLE IV
NO LIABILITY, INDEMNITY OF TRUSTEES

Section 4.1 No Liability if in Good Faith.

No Trustee shall be personally liable or accountable out of his personal assets by reason of any action taken, suffered or omitted in good faith, or for allowing one or more of the other Trustees to have possession of the Trust books or property, or by reason of honest errors of judgment, mistakes of fact or law, the existence of any personal or adverse interest, or by reason of anything except his own willful malfeasance and default.

Section 4.2 Indemnity.

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 good faith 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. Nothing in this paragraph contained shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument; the Trustees are empowered to obtain on behalf of the Trust suitable insurance against any such liabilities and to pay the premiums therefor as a common expense of the Condominium.

ARTICLE V
BENEFICIARIES AND BENEFICIAL INTEREST, VOTING POWERS

Section 5.1 Percentage Interests.

The beneficiaries shall be the Unit Owners of the Condominium from time to time. The Beneficial Interest in the Trust shall be divided among the Unit Owners in the percentage of undivided Beneficial Interest appertaining to the Units of the Condominium as set forth in Exhibit C to the Master Deed, as said Exhibit C may be hereafter amended as additional phases are added to the Condominium pursuant to Paragraph 20 of the Master Deed.

Section 5.2 Persons to Vote as Unit Owners.

The Beneficial Interest of each Unit of the Condominium shall not be divided among several Owners of any such Unit. To that end whenever any of said Units is owned of record by more than one person, the several Owners of such Unit shall (a) determine and designate which one of such owners or other person shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such unit hereunder; and (b) notify the Trustees of such designation by a notice in writing signed by all of the record Owners of 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, by majority vote, designate any one such Owner or other person for such purposes.

Section 5.3 Voting Power of the Unit Owners.

Each Unit Owner, including the Declarant, shall have voting power in the affairs of the Condominium equal to the percentage of undivided Beneficial Interest appertaining to his Unit as set forth in Exhibit C of the Master Deed, as amended from time to time upon the addition of future phases to the Condominium. In addition, and notwithstanding any other provisions of this Trust and the By-Laws contained herein to the contrary, as the Condominium is a phased condominium, with the Declarant having the reserved right and easement to construct and add additional phases as set forth in Paragraph 20 of the Master Deed, the Declarant shall have the right to exercise voting power as a Unit Owner equal to a percentage of undivided Beneficial Interest attributable to the Units, as determined by the provisions of the Master Deed, created in additional phases and not yet conveyed by the Declarant.

The express intent of the voting power formula herein set forth is to allow for the Unit Owners to have a proportionate voice in the management and regulation of the Condominium through this Trust, as the Unit Owners' Organization, taking into due account the character of the Condominium as a phased condominium.

After the Turnover Date, the Declarant shall have voting power as a Unit Owner, including, without limitation, voting power in the election and removal of Trustees, equal to the sum of the total percentage of undivided Beneficial Interest hereunder appertaining to existing Units owned by the Declarant as set forth in said Exhibit C attached to the Master Deed.

ARTICLE VI RIGHTS AND OBLIGATIONS OF THIRD PARTIES DEALING WITH THE TRUSTEES

Section 6.1 Dealing with Trustees.

No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in the Registry need inquire further as to the persons who are then Trustees hereunder. The receipts of the Trustees or any two (2) or more of them for monies 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 two (2) 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 or any two (2) or more of them purporting to be done in pursuance of any of the provisions or powers herein contained.

Section 6.2 Recourse Against Trustees.

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 proceeding, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees, shall look only to the Trust Property for payment under such contract or claim or for the payment of any debt, damage, judgment or decree or of any money that may otherwise become due or payable to them from the Trustees so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under the provisions of Chapter 183A.

Section 6.3 Instruments Subject to Trust Terms.

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 an agent or employee of the Trustees shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express references shall have been made to this instrument.

Section 6.4 Certifications by Trustees for Recording.

All persons dealing in any manner whatsoever with the Trustees, the Trust Property or any beneficiary hereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be filed with the Registry. Any certificate executed by the Secretary of this Trust setting forth the names of the Trustees hereunder, when filed with said Registry, shall be conclusive evidence of the identity of those persons who are serving as Trustees in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate signed by a majority of the Trustees in office 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 to do any act, when duly acknowledged and filed with said Registry shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by 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 the Trustees or any two (2) or more of them, as the case may be, shall, as to all persons acting in good faith in reliance thereon, be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

ARTICLE VII AMENDMENTS AND TERMINATION

Section 7.1 Amendment of Trust.

The Initial Trustee may at any time prior to the Turnover Date amend, alter, add to or change this Declaration of Trust without the consent of any Unit Owners, and after the Turnover Date, the Trustees, with the consent in writing of Unit Owners holding at least seventy-five (75%) percent of the Beneficial Interest hereunder, may at any time and from time to time, amend, alter, add to or change this Declaration of Trust in any manner or to any extent; provided always, however, that no such amendment, alteration, addition or change shall be valid or effective if:

(a) Prior to date upon which all of the Units of all phases within the Condominium have been sold, the Initial Trustee or the Declarant does not consent and execute such amendment;

(b) It would alter, or in any manner or to any extent whatsoever, modify or affect the percentage of Beneficial Interest of any Unit Owner hereunder so as to be different than the percentage of the individual ownership interest of such Unit Owner in the Common Areas and Facilities as set forth in Exhibit C to the Master Deed as said Master Deed may be hereafter amended to add new phase(s) to the Condominium pursuant to the provisions of Paragraph 20 of the Master Deed;

(c) It would render this Trust contrary to or inconsistent with the Master Deed or any requirements or provisions of Chapter 183A; or

(d) Such alteration or amendment will, in any manner, disqualify mortgages of Units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA). All provisions of this Trust shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.

Section 7.2 Necessity for Recording Amendments, Alterations, Additions or Changes.

Any amendment, alteration, addition or change pursuant to the foregoing provisions of this Article VII shall become effective upon the recording with the Hampshire 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 for the acknowledgment of deeds by a majority of the Trustees, setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners herein required to consent thereto. Such instrument, so executed and recorded shall be conclusive evidence of the existence of all facts and of compliance with the 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.

Section 7.3 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 7.4 Disposition of Property on Termination.

Upon the termination of this Trust, the Trustees may, subject to and in accordance with provisions of Chapter 183A, sell and convert into money the whole of the Trust Property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind (at valuations made by them which shall be conclusive) all other property then held by them in trust hereunder to the Unit Owners as tenants in common, according to their respective percentages of Beneficial Interest hereunder. In making any sale under this provision, the Trustees shall have power to sell or vary any contract of sale and to do all things, including the execution and delivery of instruments, as may 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 possession or ownership, even though all times herein fixed for distribution of Trust Property may have passed.

ARTICLE VIII MORTGAGES

Section 8.1 Mortgage List.

A Unit Owner who mortgages his Unit shall notify the Trustees of the name and address of the mortgagee (herein "Mortgagee"). The Trustees shall maintain a current list of such information.

Section 8.2 Report of Violations.

The Trustees whenever so requested in writing by a mortgagee of a Unit shall promptly report any then unpaid common charges due from, or any other violation of the provisions of the Master Deed or this Trust by, the Unit Owner of the mortgaged Unit. A mortgagee who has made such a request shall be referred to herein as an "Eligible Mortgage Holder" or "Eligible Mortgagee".

Section 8.3 Notice.

The Trustees, where giving notice to a Unit Owner of a default in paying common expenses or of any other such violation, shall send a copy of such notice to each Mortgagee of the Unit whose name and address has theretofore been furnished to the Trustees.

Section 8.4 Right to Examine Books.

Each Mortgagee of a Unit shall be permitted to examine the books, accounts and records of the Condominium at reasonable times on regular business days.

ARTICLE IX ASSIGNMENT BY UNIT OWNER OF RIGHTS AND OPTIONS

The right of any Unit Owner to vote, to grant or withhold any consent, and to exercise any other right or option herein granted to a Unit Owner may be assigned or transferred in writing to, or restricted in favor of, any Mortgagee of a mortgage covering that Owner's Unit, and the Trustees shall upon receipt of written notice thereof from such Unit Owner or Mortgagee be bound by any such assignment or transfer which appears of record to be in full force and effect.

ARTICLE X BY-LAWS

The provisions of this Article X shall constitute the by-laws (the "By-Laws") of this Trust and the organization of Unit Owners established hereby.

Section 10.1 Powers and Duties of the Trustees.

The Trustees shall have the powers and duties specifically conferred upon them by Chapter 183A, the Master Deed and these By-Laws, and all other powers and duties necessary for the administration of the affairs of the Condominium (except as otherwise provided by law, the Master Deed or these By-Laws), including, without limiting the generality of the foregoing, the following powers and duties:

(a) To appoint and remove at pleasure all officers, agents and employees of the Trust, prescribe their duties, fix their compensation, and require of them such security or fidelity bond(s) as they may deem necessary and expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Unit Owner or Trustee in any capacity whatsoever.

(b) To establish, levy and assess, and collect the assessments for common expenses referred to herein and in the Master Deed, including supplemental or special assessments.

(c) To do all thing necessary to operate, maintain, repair, improve, replace, alter and otherwise administer and care for the Common Areas and Facilities and Limited Common Areas and Facilities and, to the extent provided in the Master Deed and these By-Laws, maintain, repair and care for the Units.

(d) To have a reasonable right of entry into any Unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance of operation of the Condominium.

(e) To obtain all policies of insurance required by these By-Laws and such other insurance as may be required by law or as the Trustees may from time to time determine.

(f) To obtain any legal, accounting, administrative and other services deemed advisable by the Trustees, including the services of a manager and any other personnel, to whom the Trustees, except to the extent limited by Chapter 183A, the Master Deed, or these By-Laws, may delegate certain of its powers and duties. The Trustees shall be entitled to rely upon the

advice and counsel of attorneys, accountants and other advisors hired by them and shall be protected in so doing.

(g) To adopt, amend, modify and rescind from time to time and enforce rules and regulations governing the use of the Condominium and the personal conduct of the Unit Owners and their families, tenants and guests thereon.

(h) To cause to be kept a complete record of all its acts and the affairs of the Trust and to present a statement thereof to the Unit Owners at the annual meeting of the Unit Owners.

(i) Subject to the provision of Chapter 183A, Section 10(b)(2), to purchase, or otherwise acquire title to or an interest in, sell, lease, mortgage and otherwise maintain, manage, hold, use, encumber and dispose of any property, real or personal, tangible or intangible, in the course of their administration and management of the Condominium; provided that the Trustees may not by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any part of all of the Common Areas and Facilities, other than by the granting of utility rights and easements and/or rights and easements for other public purposes consistent with the intended use of the Common Areas and Facilities, without the prior authorization of Unit Owners holding at least seventy-five (75%) of the Beneficial Interest hereunder and at least fifty-one (51%) percent of all holders of first mortgages of record (herein "First Mortgagees") of units in the Condominium.

(j) To open and maintain bank accounts, and to authorize the drawing of checks and other financial instruments, and to keep a full and complete record of all financial transactions, which record shall be available for inspection by the Unit Owners and Mortgagees of the Units and to prepare periodic financial reports and accountings as may be reasonably required by the Unit Owners.

(k) To purchase in its own name or the name of a nominee one (1) or more Units in the Condominium at any public or private sale upon such terms and conditions as the Trustees may deem desirable, provided that the Trustees obtain the prior authorization of the Unit Owners for any such purchase pursuant to the terms of this Trust (except for in the case of foreclosure); and to sell, lease, mortgage and otherwise maintain, manage, hold, encumber and dispose of such Units, upon such terms and conditions as the Trustees shall deem appropriate.

(l) To borrow or in any other manner raise such sum or sums of money or other property as it shall deem advisable in any manner and on any terms, and to evidence the same by notes, bonds, securities or other evidence of indebtedness, which may mature at a time or times, and subject to any limitation imposed by law, the Master Deed or these By-Laws, to execute and deliver any mortgage, pledge, or other instrument to secure any such borrowing; provided, however, that the Trustees shall have no authority to bind the Unit Owners personally.

(m) To establish committees from among the Unit Owners within separate Buildings.

(n) To grant permits, licenses, easements, and rights in, upon, under and over the Common Areas and Facilities with respect to utilities and roads to be installed and for other

purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium and to enter into such agreements and undertakings as shall be necessary therefor.

(o) To approve the location and relocation of easements and rights for utilities which have been installed in, upon, under or over the Common Areas and Facilities and to execute, acknowledge and record such instruments and plans identifying such easements as the Trustee deem necessary or desirable.

(p) To regulate the use of common outdoor parking spaces described in the Master Deed.

(q) To sign, seal, acknowledge, deliver and record in any one or more public offices or places of recording all such instruments and documents as the Trustees shall deem necessary or desirable in the exercise of their powers and the discharge of their duties.

(r) To maintain Common Areas and Facilities, Limited Common Areas and Exclusive Use Areas, as described in Paragraphs 9 and 10 of the Master Deed respectively.

(s) To establish design review standards for the structures, landscaping and other exterior improvements in the Condominium.

Section 10.2 Maintenance, Repair and Replacement of Units.

(a) Each Unit Owner shall be responsible for the proper maintenance, repair and replacement of his Unit and its appurtenances, and those utility fixtures and utility installations serving his Unit, whether or not located inside such Unit, which are not part of the Common Areas and Facilities and are not those Limited Common Areas or Exclusive Use Areas which shall be maintained by the Condominium Trust, as described in Section 10.3 below. Each Unit Owner shall be responsible for all damage to other Units and/or the Common Areas and Facilities caused by his failure to satisfy his maintenance, repair and/or replacement obligations hereunder.

(b) If the Trustees shall, at any time in their reasonable judgment, determine that a Unit is in such need of maintenance or repair that the market value of one or more other Units is being adversely affected or that the condition of a Unit or any fixtures, furnishing, facility or equipment therein is hazardous to any Unit or the occupants thereof or to the Common Areas and Facilities, 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 or serious inconvenience 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 whose Unit is in need of work and to enter upon and have access to such unit and any exclusive use areas in a reasonable manner for such purpose; and the cost of such work shall be treated in the same manner as a common expense and shall be payable by such Unit Owner to the Trustees on demand.

Section 10.3 Maintenance, Repair and Replacement of Common Areas and Facilities, Limited Common Areas and Facilities and Exclusive Use Areas.

The Condominium Trust shall be responsible for the maintenance, repair and replacement of the Common Areas and Facilities of the Condominium, Limited Common Areas and Facilities and Exclusive Use Areas, including the exterior of all buildings (herein "Buildings") within the Condominium, as follows:

(a) Landscaping and Lawn Areas: The Condominium Trust shall be responsible for the replacement of all landscaping of all Common Areas, Limited Common Areas and Exclusive Use Areas within the Condominium.

(b) Exterior of Buildings. The Condominium Trust shall be responsible for the maintenance, repair and replacement of the exterior, including the exterior walls, roofs, windows and doors, of all Buildings within the Condominium.

(c) Roads, Outdoor Parking Spaces, Driveways, Walkways, Outdoor Steps. The Trust shall be responsible for the maintenance, repair and replacement of all roads, outdoor parking spaces, driveways, walkways and outdoor steps, including those which are made a part of Limited Common Areas or Exclusive Use Areas. Maintenance shall include all necessary snow removal, shoveling, and de-icing.

(d) Responsibility of Unit Owner. Each Unit Owner with rights to Limited Common Areas and Exclusive Use Areas shall be required to use best efforts and care regarding the maintenance and preservation of the Exclusive Use and Limited Common Areas which are appurtenant to his Unit, including all windows, doors, decks, balconies and patios. Unit Owners shall be responsible for reimbursement to the Trust for costs of damage to Exclusive Use and Limited Common Areas caused by Unit Owners.

Section 10.4 Rebuilding, Restoration, Condemnation and Eminent Domain.

(a) Determination of Extent of Loss. In the event of any casualty loss to the Common Areas and Facilities or Limited Common Areas and Facilities, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten (10%) percent of the value of the Condominium immediately prior to the casualty, and shall notify all Unit Owners of such determination.

(b) Loss Not Exceeding 10%. The Trust shall be responsible for the rebuilding of the Common Areas and Facilities and Limited Common Areas and Facilities made necessary by fire or other casualty loss, provided such casualty loss does not exceed ten (10%) of the value of the Condominium prior to the casualty, in which case the Trustees acting as "Insurance Trustees" shall promptly adjust and collect the loss, arrange for the prompt repair or restoration of the damaged areas, and disburse the proceeds of all insurance policies in payment of all costs and expenses incurred in connection with such repair or restoration in appropriate progress payments and with appropriate retainage.

(c) Loss Exceeding 10%. If such loss as so determined exceeds ten (10%) percent of such value and if within one hundred and twenty (120) days after the date of such loss, seventy-five (75%) percent or more of the Unit Owners do not agree to proceed with repair or restoration, the Condominium, including all Units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of a partition sale together with any common funds shall be divided in proportion to the Unit Owner's respective undivided ownership in the Common Areas and Facilities. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A.

If seventy-five (75%) percent or more of the Unit Owners agree to proceed with the necessary repair or restoration, the cost of the rebuilding of the Condominium, in excess of any available common funds, including the proceeds of any insurance, shall be a common expense, provided, however, that if such excess cost exceeds ten (10%) percent of the value of the Condominium prior to the casualty any Unit Owner who did not so agree may apply to the Hampshire County Superior Court on such notice to the Condominium Trust as the court shall direct, for an order directing the purchase of his or her Unit by the Condominium Trust at the fair market value thereof as approved by the court. The cost of such purchase shall be a common expense.

(d) Special Assessment. In the event that the total cost of repair or restoration as estimated or as determined during the course of repair or restoration, exceeds the total sum of available insurance proceeds, then the Trustees shall assess all the Unit Owners, as a common expense in the form of a special assessment the amount in excess of available insurance proceeds necessary to cover the cost of the repair and restoration.

(e) Emergency Work. The Trustees may perform emergency work essential to the preservation and safety of the Condominium or the safety of persons, or required to avoid the suspension of any essential service to the Condominium, without having first adjusted the loss or obtained proceeds of insurance.

(f) Excess Insurance Proceeds. If there shall have been a repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be divided into separate shares for the Trust and the Unit Owners of the damaged Units, in proportion to the respective costs of repair or restoration of the damaged portions of the Common Areas and Facilities and of each damaged Unit, and shall then be paid over to the Trustees and/or each such Unit Owner entitled to a share.

(g) Eminent Domain. In the event that any of the Units or any part of the Common Areas and Facilities of the Condominium are affected by eminent domain proceedings, the following shall apply, to the extent permitted by applicable law:

- (i) If a Unit is acquired by eminent domain, or if a part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by the Master Deed, the award shall compensate the Unit Owner for his Unit and its undivided percentage

interest in the Common Areas and Facilities whether or not any of the Common Areas and Facilities have been acquired. Upon acquisition, unless the decree otherwise provides, that Unit's entire undivided interest in the Common Areas and Facilities and the Beneficial Interest under the Trust shall automatically be reallocated to the remaining Units of the Condominium in proportion to the respective undivided interest of the remaining Units in the Common Areas and Facilities prior to the taking, and the Trustees shall promptly prepare, execute and record an amendment to the Master Deed and the Trust reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection shall thereafter be a part of the Common Areas and Facilities.

- (ii) Except as provided in subsection (a), if part of a Unit is acquired by eminent domain, the award shall compensate the Unit Owner for the reduction in value of the Unit and its undivided percentage interest in the Common Areas and Facilities. Upon acquisition, (1) that Unit's undivided interest in the Common Areas and Facilities shall be reduced on the basis of the reduction of the fair value of the Unit as at the date of such taking bears to the fair value of the remaining Units in the Condominium as at such date, and (2) the reduction to interest in the Common Areas and Facilities of such Unit shall be divested from the Unit so acquired and shall automatically be reallocated to the remaining Units in proportion to the respective undivided interest of the remaining Units in the Common Areas and Facilities prior to the date of such taking.
- (iii) If the Common Areas and Facilities or any part thereof are acquired by eminent domain, the Trustees shall be the party in interest to receive any such award and to pursue any additional awards due to such taking. Any such award or any action taken by the Trustees pursuant hereto shall be brought or paid to the Trustees naming the "Trustees of the Summer Hill Estates Condominium Trust as Condemnation Trustees for the benefit of the Summer Hill Estates Condominium, of the several Unit Owners and their respective mortgagees".

(h) Trust as Attorney In Fact. Each Unit Owner by acceptance of his Unit Deed appoints the Condominium Trust as his attorney in fact with respect to the performance of the Trustees' responsibilities pursuant to this Section 10.4.

Section 10.5 Improvements to Common Areas and Facilities and Limited Common Areas and Facilities Performed by the Trust.

(a) 50% -74% Consent to Improvement. If fifty (50%) or more but less than seventy-five (75%) percent of the Unit Owners agree to make an improvement to the Common Areas and Facilities or Limited Common Areas and Facilities, the cost of such improvement shall be borne solely by the Unit Owners so agreeing.

(b) 75% Consent to Improvement. Seventy-five (75%) percent or more of the Unit Owners may agree to make an improvement to the Common Areas and Facilities or Limited Common Areas and Facilities and assess the cost thereof to all Unit Owners as a common expense, but if such improvement shall cost in excess of ten (10%) percent of the then value of

the Condominium, any Unit Owner not so agreeing may apply to the Hampshire County Superior Court on such notice to the Condominium Trust as the court shall direct, for an order directing the purchase of his Unit by the Condominium Trust at fair market value thereof as approved by the court. The cost of any such purchase shall be a common expense.

(c) Improvements at Unit Owner's Expense. If and whenever any Unit Owner shall propose to make an improvement to or affecting the Common Areas and Facilities and Limited Common Areas and Facilities of the Condominium at such Unit Owner's 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 the 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 to be necessary or desirable in the circumstances.

(d) Determination of Trustees Subject to Arbitration. Notwithstanding anything to the contrary in Section 10.5 contained herein, (a) in the event that any Unit Owner or Owners shall by notice in writing to the Trustees dissent from any determination of the Trustees with respect to the value of the Condominium or of any Unit or Units or any other determination or action of the Trustees under Section 10.4, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owner or Owners may submit the matter to arbitration, and for that purpose, one (1) arbitrator shall be designated by the Trustees, one by the dissenting Unit Owner or Owners, and a third by the two (2) arbitrators so designated and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association; and (b) the Trustees shall not in any event be obligated to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the estimate of the Trustees of all costs thereof.

Section 10.6 Improvements to Units and Limited Common Areas and Exclusive Use Areas Performed by Individual Unit Owners.

(a) Additions and Alterations. No Unit Owner shall make any addition, alteration or improvement in or to his Unit which violate any special permits or municipal codes or zoning regulations. No Unit Owner may make an addition, alteration or improvement in or to his Unit which shall affect the Building(s) or cause any dislocation of or interruption to the Common Areas and Facilities, without the prior written consent of the Trustees. Any Unit Owner desiring to make such an addition, alteration or improvement shall request approval by notifying the Trustees in writing setting forth in reasonable detail the nature of such addition, alteration or improvement and the value thereof. The Trustees shall answer such request within thirty (30) days of the receipt of such notice, and failure to do so shall constitute approval by the Trustees to the proposed addition, alteration or improvement. Any approved addition, alteration or improvement shall be construed in a good and workmanlike manner and in compliance with all governmental laws, ordinances and regulations. The Unit Owner shall be responsible for obtaining all required building permits in order to perform any approved addition, alteration or improvement, and shall provide the Trustees with copies of all building permits obtained. In no event shall a Unit Owner create additional rooms in violation of the special permits. If such

additional rooms are created in violation of any law or special permit the Trustees may remove same at any time or times at the sole expense of the Unit Owner.

In connection with any request for approval pursuant to this Section 10.6 the Trustees may engage, if they deem necessary, an architect and/or engineer to review the plans attached to the Unit Owner's request, and such architect's or engineer's fees shall be paid by the requesting Unit Owner. If the Trustees determine that the plans are consistent with structural integrity and/or design character of the Condominium, the Trustees may approve them subject to such conditions as they, in their sole discretion, determine to be reasonable and appropriate.

(b) Combining and Dividing Units. The provisions regarding the combining and dividing of Units are contained in Paragraph 21 of the Master Deed.

Section 10.7 Meetings of Unit Owners.

(a) Place and Date of Annual Meetings. All annual meetings of the Unit Owners or beneficiaries shall be held at the principal office of the Trust or at such other place in Belchertown, Massachusetts as may be determined by the Trustees. The first annual meeting of Owners shall be held on a date determined by the Trustees, for the purpose of transacting such business as may legally come before it. Thereafter, a meeting of the Owners shall be held on the same date as the first annual meeting every year thereafter, or on such other date as the Trustees may determine, for the purpose of electing a Trustee or Trustees to fill any vacancy then existing or occurring and for such other purpose as may be specified in the call. If in any such year, the annual meeting is not held, a "Special Meeting" as defined in Section 10.7(b) below, may be called as herein specified and be held in lieu thereof, and any elections held or business transacted at such Special Meeting shall have the same effect as if the same had occurred at the Annual Meeting.

(b) Special Meetings. Special Meetings of the Unit Owners may be called at any time by a majority vote of the Trustees and shall be called by the Trustees upon written application of at least thirty-five (35%) percent of the Beneficial Interest of the Unit Owners. Notice of Special Meetings shall be provided to all Owners in the manner set forth in Section 13.3 below.

(c) Notice.

(i) Written notice of annual meetings and Special Meetings stating the place, date and time thereof shall be given by the Trustees at least seven (7) days before the meeting to each Owner. Notice may be provided to Owners by leaving or mailing such notice the Owner's residence or another address provided to the Trustees by the Owner. In the event of any form of multiple ownership, notice to or waiver by any one of the multiple Owners shall be sufficient. Notices of all meetings of Owners shall state the purpose for which the meeting is called.

(ii) No notice of any Annual Meeting or Special Meeting of the Trust shall be required to be provided to any Owner entitled to notice thereof, if said Owner waives such notice, in writing, either before or after the meeting.

- (iii) Every notice to any Unit Owner required or permitted under the provisions hereof or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one (1) or more of the Trustees to such Unit Owner by leaving such with him at his residence in the Condominium or by mailing it, postage prepaid, and addressed to such Unit Owner at such address as may appear upon the records of the Trustees.

(d) Quorum. At any meeting, the attendance of the Owners, or their representation by proxy, which constitutes at least fifty (50%) percent of the Beneficial Interest of the Trust, shall constitute a quorum for the transaction of any business. When a quorum is present at any meeting, the affirmative vote of at least a majority of the Beneficial Interest of the Owners present or represented thereat shall be necessary to the establish a decision regarding any questions brought before the meeting unless a larger vote is required by law or by the By-Laws. At any meeting where less than a quorum may be present, any annual or special meeting without further notice may be adjourned to a subsequent date or until a quorum shall be present. Any business may be transacted at such subsequent date which might have been transacted at the Initial Meeting.

(e) Voting. The votes of the Owners shall be weighted to the same proportion as their respective Beneficial Interest in the Trust. The vote attributable to each Unit must be voted as an entirety. If more than one entity shall own, the individual designated to cast any vote shall be identified in writing by such multiple Owners at or prior to the meeting(s) where such vote(s) will be cast. Owners may vote either in person or by proxy in writing filed with the Trustees. No proxy which is dated more than six (6) months before the meeting named therein shall be accepted and no proxy shall be valid after the final adjournment of the meeting. The votes for the Trustees and, upon demand of any Owner, the vote upon any question before the meeting shall be by ballot.

Section 10.8 Meetings of the Trustees.

(a) Regular Meetings, Notice: Regular meetings of the Trustees may be held at such time and place within Massachusetts as the Trustees may fix from time to time, and when so fixed, no notice thereof need be given. A regular meeting of the Trustees shall be held without notice immediately after and at the same place as the Annual Meeting of the Owners or the Special Meeting of the Owners held in lieu thereof.

(b) Special Meeting, Notice: Special Meetings of the Trustees may be called by at least two of the Trustees and held at such times and places within Belchertown, Massachusetts, except for prior to the Turnover Date, when the special meetings may be held in another location as determined by the Trustee. A written, printed or telegraphic notice stating the day, place and hour thereof, shall be given to each Trustee by one of the Trustees calling for the meeting at least forty-eight (48) hours before such meeting by leaving or mailing such notice with each Trustee's residence or usual place of business. Any meeting of the Trustees shall be a legal meeting without notice, if each Trustee, by a writing filed with the records of the meetings, waives such notice before or after the meeting.

(c) Quorum and Action by Majority. The Trustees may act by a majority vote at any duly called meeting at which a quorum is present. A quorum shall consist of a majority of the Trustees, but in no event less than three (3) Trustees. Notwithstanding the foregoing to the contrary, until the Turnover Date or as long as the Initial Trustee is the sole Trustee hereunder, a quorum shall consist of the Initial Trustee or successor(s) appointed by the Declarant and such Trustee acting individually may take any and all action.

(d) Action by Consent of Trustees. The Trustees may transact without a meeting any business which they are authorized to transact at a meeting, provided that the Trustees unanimously assent in writing to the decisions of the Trustees concerning such business by signing the official record of said decisions to be filed with the records of the Trustees. Any action so taken shall have the same force and effect as though taken at a duly called and held meeting of the Trustees.

Section 10.9 Elections, Terms of Trustees.

(a) Election of Trustees. The total number of Trustees required to be elected as provided in Section 3.1(b) hereof shall be elected by the Unit Owners holding at least fifty-one (51%) percent of the Beneficial Interest any Annual Meeting or Special Meeting. Each person elected to serve as Trustee who wishes to so serve shall promptly file with the Secretary of the Trust his written acceptance of election, and upon receipt of such acceptance, the Secretary shall sign and record with the Hampshire Registry of Deeds (hereinafter, the "Registry") a certificate of election setting forth the names of the new Trustees and reciting that they have been duly elected by the requisite vote of the Unit Owners or the Trustees, as the case may be, and have filed their written acceptances of election with the Secretary.

(b) Term and Qualification of Trustees.

(i) Term. Except for the term of the Initial Trustee, the term of office of the Trustees shall be for a period of two (2) years, or another length of time as determined by a vote of Unit Owners holding not less than fifty-one (51%) percent of the Beneficial Interest hereunder at any Annual Meeting or Special Meeting of the Unit Owners. Any person who vacates office as Trustee after so holding such office for a full term may be subsequently re-elected to serve as Trustee.

(ii) Qualification. Each Trustee, with the exception of the Initial Trustee and any successor Initial Trustee designated by the Declarant, shall be a Unit Owner or an occupant of a Unit who resides at the Condominium on a permanent basis. Upon the sale of a Unit or termination or residence of a Unit, a Unit Owner or occupant Trustee shall be deemed thereby to have resigned as Trustee and shall deliver to the other Trustees a confirmatory written resignation.

(c) Vacancies. If and whenever the number of Trustees shall become less than three (3) or less than the number of Trustees last determined by the Unit Owners as provided in Section 3.1(b) hereof, a vacancy or vacancies in the office of Trustee shall be deemed to exist. Each such vacancy shall be filled by the appointment of a successor who shall be designated by a vote of Unit Owners holding at least fifty-one (51%) percent of the Beneficial Interest hereunder.

Each Trustee appointed to fill a vacancy shall promptly file with the Secretary of the Trust his written acceptance of appointment. Each appointment to fill a vacancy, other than by court proceeding as hereinafter provided, shall be evidenced by recording with the Registry a Certificate of Appointment signed by the Secretary setting forth the name of the new Trustee appointed to fill the vacancy and reciting that said Trustee has been duly appointed by vote of the Unit Owners and that he has filed his written acceptance of appointment with the Secretary. If for any reason any successor shall not be so designated within sixty (60) days after the vacancy of vacancies occur, a successor may be appointed by any court of competent jurisdiction upon the application of any Unit Owner or Trustee after notice to all Unit Owners and Trustees and to such others as the court may direct. Any appointment by such court proceeding shall become effective upon filing with said Registry a certified copy of the court decree and of the acceptance of such appointment by the successor Trustee so appointed. Notwithstanding the foregoing provisions of this Section 10.9(c), the remaining Trustees shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred upon the Trustees. Any person appointed as a successor Trustee as hereinbefore provided shall be vested with the title to the Trust Property jointly with the remaining Trustees without the necessity of any act of transfer or conveyance.

(d) Resignation and Removal of Trustee. Any Trustee may resign by notice in writing given to each of his co-Trustees. Such written resignation shall be filed by the Secretary (as described in Section 10.10(c) below) of the Trust at the Registry. After reasonable notice and an opportunity to be heard, a Trustee may be removed from office with or without cause by a vote of Unit Owners holding at least fifty-one (51%) percent of the Beneficial Interest hereunder. Notwithstanding the foregoing to the contrary, the Initial Trustee and any successor Trustee appointed by the Declarant may be removed only by the Declarant until the expiration of such period of time determined in accordance with Section 3.1(a) hereof. Any such removal shall be evidenced by the recording at the Registry of a Certificate of Removal signed by the Secretary of the Trust naming the Trustee so removed and reciting that the requisite votes of the Unit Owners or Trustees, as the case may be, were cast for the removal.

Section 10.10 Officers of the Trust; Sub-Committees.

(a) Election of Trust Officers. Following the Turnover Date and immediately after the first annual meeting, or as soon thereafter as practicable, the Trustees shall elect among themselves, by a majority vote of the Trustees, at which vote was taken in the presence of all of the Trustees, a Chairman, Secretary and a Treasurer. Thereafter the officers shall be selected by majority vote of the Trustees at their regular meetings or special meetings of the Trustees. All officers shall be Trustees. Such other officers may be designated as the Trustees from time to time determine.

(b) Chairman. The Chairman shall preside at all meetings of the Trustees and of the Unit Owners, and shall have such other powers and perform such other duties as are provided in the Master Deed of this Trust and By-Laws or as may be designated by the Trustees or the Unit Owners from time to time or as are ordinarily exercised by the presiding officer of a corporation.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings of the Trustees and of the Unit Owners in a book or books to be kept for the purpose.

He shall keep the records and documents of the Trustees and of the Unit Owners. He shall record in a book kept for that purpose the names of all Unit Owners, together with their addresses as registered by such Unit Owners, and their Mortgagees (including Eligible Mortgage Holders, as described in Paragraph 17(g) of the Master Deed), if any, and shall have such other powers and duties as may be delegated to him by the Trustees or the Unit Owners from time to time.

(d) Treasurer. The Treasurer shall be responsible for the funds of the Trust and shall be responsible for keeping or having kept full and accurate financial records and books of account showing all receipts and disbursements of the Trust and any other financial data required by the Trustees or by the Unit Owners. He shall be responsible for the deposit of all funds in the name of the Trustees in such depositories as may be designated by the Trustees from time to time and shall have such other powers and duties as may be delegated to him by the Trustees of the Unit Owners from time to time. The Trustees may delegate such of the Treasurer's powers and duties to the manager or managing agent as they deem to be advisable. A certificate pursuant to M.G.L. Chapter 183A, Section 6(d) may be validly signed by the Treasurer.

(e) Sub-Committees. The Board of Trustees may establish and maintain sub-committee for individual Buildings.

Section 10.11 Management of Trust Funds.

(a) Inspection of Books, Report to Unit Owners. Books, accounts and records of the Trustees shall be open to inspection to any one (1) or more of the Trustees and the Unit Owners and First Mortgagees of the Units 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 Trustees for such year which shall include financial statements in such summary form and in such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by certified or registered mail within a period of ninety (90) days after the date of the receipt by him shall be deemed to have assented thereto.

(b) 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 the Initial Trustee solely as the Initial Trustee is the sole Trustee and thereafter by any two (2) Trustees, or by any person or persons to whom such power may at any time or from time to time be delegated by not less than a majority of the Trustees.

Section 10.12 Managing Agent.

The Trustees shall hire or appoint a manager or managing agent to perform such duties in the administration, management and operation of the Condominium, including the incurring of expenses, the making of disbursements and keeping of accounts, as the Trustees shall from time to time determine. However, notwithstanding the appointment of such a manager, the Trustees shall retain ultimate control over the administration, management and operation of the Condominium. Any agreement for professional management of the Condominium shall be

terminable without cause and without incurring payment of a termination fee on ninety (90) days' (or less) written notice. The term of such an agreement shall not exceed three (3) years.

Section 10.13 Bond by Trustees.

The Trustees elected or appointed, as hereinbefore provided, including the Initial Trustee, shall be obligated to give any bond or surety or other security for the performance of his duties hereunder as provided in Section 10.18 of this Trust; provided, however, that Unit Owners holding at least fifty-one (51%) percent of the Beneficial Interest hereunder may at any time, by notice in writing signed by them and delivered to the Trustee or Trustees affected thereby, require that any one (1) or more of the Trustees shall give bond in such amount and with such sureties as shall be specified in such notice. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

Section 10.14 Common Expenses and Common Area and Utility Fees.

(a) Payment By or To Unit Owners. The Unit Owners shall be liable for common expenses and entitled to common profits of the Condominium, as established by the Condominium's budget, described in Section 10.14(b) below, in proportion to their respective percentages of Beneficial Interest in this Trust as set forth in Exhibit C to the Master Deed and as said Exhibit C may hereafter be amended as additional phase(s) are added to the Condominium provided, however, that each Unit Owner shall be solely responsible to the respective utility companies for the cost of utility services billed or assessed in connection with the furnishing of utilities to his Unit which are separately metered. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees shall, to such extent as they deem advisable, set aside common funds of the Condominium as reserve or contingent funds, and may use the funds to set aside for reduction of indebtedness or other lawful capital purposes, or 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.

(b) Budget, Unit Condominium Fees. At least thirty (30) days prior to the commencement of each fiscal year of this Trust (and within thirty (30) days after the recording hereof with respect to the portion of a fiscal year then remaining), the Trustees shall estimate the common expenses expected to be incurred during such fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessment, according to their respective percentage of the undivided interest in the Common Areas and Facilities as set forth in Exhibit C to the Master Deed, as the same may be amended, and such statements shall be due and payable in twelve (12) equal monthly installments or such other installments as may be reasonably provided therein. In the event that the Trustees shall determine during any fiscal year the assessment so made is less than the common expense actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, they shall make a supplemental assessment or assessments and render statements for such assessments in the same manner as is done for annual assessments. The amount of each such payment, together with interest thereon, if not paid when due, at the rate of eighteen (18%)

percent per annum or such lesser rate of interest as shall then be the maximum rate permitted by law, shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to the provisions of Section 6 of Chapter 183A. In addition, the Trustees may assess a late fee of fifty (\$50.00) dollars on any such common expense payment not received within five (5) days after its due date, unless otherwise prohibited by law.

Notwithstanding anything to the contrary in Section 10.14(a) above or this Section 10.14(b), the Trustees may assess Units so that Units owned by the Declarant, which have not been sold to a third-party purchaser and are vacant, shall be assessed in an equitable manner relative to those Units sold by the Declarant.

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

(c) Certificates of Expenses. Within ten (10) days after receiving an appropriate request from a Unit Owner, a purchaser of a Unit under a written contract of sale therefor, or a Mortgagee addressed to the Trustees, and payment of a reasonable fee, not to exceed Fifty (\$50.00) Dollars, the Trustees, pursuant to Section 6(d) of Chapter 183A, shall supply a certificate in recordable form stating the amount of any unpaid assessments (including interest due thereon and cost of collection association therewith) for common expenses against the Unit, or that there are no unpaid assessments against the Unit. Upon the filing at the Registry of such a certificate signed either by a majority of the Trustees who then appear to be serving according to the records of said Registry, the Unit involved shall be discharged from any lien for unpaid common expenses which does not appear in said certificate.

Section 10.15 Liability of Unit Owner Regarding Common Fees and Assessments.

(a) Personal Liability. Each Unit Owner shall be personally liable for those common expenses assessed against his Unit which are due and payable during his period of ownership. No Unit Owner shall be liable for the payment of any part of the common expenses assessed against his Unit which become due and payable subsequent to a sale, transfer or other conveyance by him of such Unit. Any Unit Owner may, subject to the terms and conditions specified in these By-Laws, provided that his Unit is free and clear of liens and encumbrances other than the statutory lien for unpaid common expenses, convey his Unit to the Trustees and in such event be exempt from common expenses thereafter becoming due.

(b) First Mortgagees and Foreclosure. To the extent permitted by applicable law, any lien for common expenses imposed after the date of recordation of a first mortgage on any unit shall be subordinate to said mortgage. In addition, any fees, late charges, fines, or interest that may be levied in connection with unpaid assessments shall be subordinate to said mortgage. A purchaser of a Unit shall be personally liable for the payment of common expenses assessed and due, but unpaid, on account of such Unit prior to its acquisition by him, except that (a) a purchaser of a Unit at a foreclosure sale, or (b) any First Mortgagee (as defined in Paragraph 16(a)(viii) of the Master Deed) 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 a 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.

(c) Fees Incurred by the Trust, Foreclosure by the Trust. In the event of default by any Unit Owner in paying to the Trustees his common expenses, such Unit Owner shall be obligated to pay all expenses, including attorneys' fees, incurred by the Trustees in any proceeding brought to collect such unpaid common expenses. The Trustees shall have the right and duty to levy and enforce the collection of general and supplemental assessments for common expenses and to provide adequate remedies, and shall attempt to recover such common expenses, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action brought against such Unit Owner, or by foreclosure of the lien on such Unit as provided in Section 6 of Chapter 183A.

After a successful action brought by the Trustees to foreclose a lien on a Unit because of unpaid common expenses, a Unit Owner allowed by the Trustees to remain in his Unit for a period of time may, at the option of the Trustees, be required to pay a reasonable rental for the use of his Unit. Subject to the provisions of these Sections 10.15(a), 10.15(b) and 10.15(c), 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 thereto), 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 10.16 Sale or Lease of Units.

(a) Undivided Interests and Provisions of the Master Deed. Subject to the provisions of the Master Deed, a Unit Owner may assign, lease, sell or otherwise transfer all of his interest in his Unit(s), together with (a) the undivided interest in the Common Areas and Facilities appurtenant thereto; (b) the interest of such Unit Owner in any Units therefore acquired by the Trustees or their designee, on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any; (c) any exclusive rights and/or easements as provided in the Master Deed; and (d) the interest of such Unit Owner in any other assets of the Condominium (hereinafter collectively called "Appurtenant Interests"). However, no Unit Owner shall execute any deed, lease, mortgage, or other instrument conveying or mortgaging title to or an interest in his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage, or other instrument purporting to affect one (1) or more of such interests, without including all such interests so omitted, shall include all such interests even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any unit may be sold, leased, transferred or otherwise disposed of, except as part of a sale, lease, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, lease, transfer or other disposition of such part of the Appurtenant Interests of all Units.

(b) Acquisition of Units by the Trustees. With the approval of Unit Owners holding seventy-five (75%) percent of the Beneficial Interest under this Trust, the Trustees may acquire a Unit using funds from the working capital and common expenses 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 percentage of Beneficial Interest as set forth in Exhibit C to the Master Deed, as a common expense, of 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 the Appurtenant Interests, so to be acquired by the Trustees.

Section 10.17 Insurance, Insurance Coverage to be Obtained.

The Trustees shall obtain and maintain, to the extent obtainable, the following insurance:

(a) Fire insurance with extended coverage and "all risk" coverage including vandalism and malicious mischief endorsements insuring all of the buildings and structures, in the Condominium, including without limitation, all such portions of the interior of such buildings as are for insurance purposes normally deemed to constitute part of the building and are customarily covered by such insurance, such as heating, air conditioning and other service machinery, interior walls, all finished wall surfaces, bathroom and kitchen cabinets and fixtures and heating and lighting fixtures. Such insurance is to be in an amount at least equal to 100% of the replacement value of the said Buildings and structures and is to be payable to the Trustees as Insurance Trustees for the Unit Owners and their Mortgagees, as their respective interests may appear. An "Agreed Amount and Inflation Guard Endorsement" shall be a part of the policy.

(b) Public liability insurance in such amounts as the Trustees may from time to time determine, but in no event shall the limits of liability under such insurance be less than three million (\$3,000,000.00) dollars for bodily injury (both on a per person and per occurrence basis) and one million (\$1,000,000.00) dollars for property damage, insuring the Trustees, the manager (if any), all persons acting or who may come to act as agents or employees of the Trustees or the manager, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Condominium, and with cross liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder. Such coverage shall include, without limitation, the legal liability of the insureds for property, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas and Facilities and legal liability arising out of law suits relating to employment contracts of the Trust. This insurance, however, shall not insure against the individual liability of a Unit Owner for negligence occurring within his own Unit.

(c) Workmen's compensation insurance as required by law.

(d) A fidelity bond or bonds insuring against the dishonest acts of any Trustee, manager, or agent or employee of the Trust who may be responsible for handling the funds of the Trust. Such bond or bonds shall name the Trust as the insured and shall be in an amount at least equal to the greater of one and one-half (1 1/2) times the common expense budget of the Condominium, including that portion of the budget allocable to reserve accounts or three (3) month's aggregate assessments on all Units plus reserve funds. Such bonds shall contain

waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions.

(e) If any portion of the Condominium is located within a designated flood hazard area, flood insurance in an amount not less than (1) the maximum coverage available under the National Flood Insurance Program (NFIP) for all Buildings and other insurable property within any portion of the Condominium so located; or (2) one hundred (100%) percent of current "replacement cost" of all such Buildings and other insurable property.

(f) If the Condominium is subject to a substantial construction code provision which would become operative and require changes to undamaged portions of the Building(s), a "Construction Code Endorsement" (such as, for example, a "Demolition Cost Endorsement", a Contingent Liability from Operation of Building Loans Endorsement or an Increased Cost of Construction Endorsement).

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

Section 10.18 Insurance, General Provisions.

(a) The Trustees shall deal with the insurer or insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under Section 10.17 above and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, said review to include an insurance appraisal of improvements within the Condominium, and shall make any necessary changes in the policies provided for under Section 10.17 above in order to meet the coverage requirements thereof.

(b) The Trustees shall be required to make every effort to see that all policies of insurance shall (1) contain waivers of subrogation by the insurer as to claims against the Trustees, the manager (if any), all persons who act or come to act as agents or employees of the Trustees or the manager, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Condominium, except in case of arson or fraud; (2) contain a waiver of defense of invalidity on account of the conduct of any of the Unit Owners or other persons over which the Trustees have "no control"; (3) provide that such policies may not be canceled or substantially modified without at least thirty (30) days' written notice to all of the insureds thereunder and all Mortgagees of Units in the Condominium; (4) provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by the Unit Owners of their Mortgagees; (5) exclude policies obtained by individual Unit Owners from consideration under any "no other insurance" clause; and (6) provide that any Insurance Trust Agreement (if any there be) be recognized.

(c) Each Unit Owner may obtain additional insurance for his own benefit and at his own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Trustees, 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 hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property owned or supplied by individual Unit Owners) shall be filed with the Trustees.

(d) Each Unit Owner shall obtain insurance for his own benefit and at his own expense insuring all personal property presently or hereafter located in his Unit, all floor coverings whether or not fixtures, and all improvements to his Unit which may not be covered by the insurance secured by the Trustees.

(e) The Trustees, as Insurance Trustees as aforesaid, shall collect and receive all casualty loss insurance proceeds and shall hold, use, apply and disburse the same in accordance with applicable provisions of this Section. With respect to losses covered by such insurance which affect portions or elements of a Unit, or of more than one (1) Unit to substantially the same or to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Trustees in a fair and equitable manner.

(f) The cost of all such insurance obtained and maintained by the Trustees pursuant to provisions of this Section shall be a common expense.

(g) Certificates of insurance with proper mortgagee endorsements, when requested, shall be issued to each Unit Owner and his Mortgagee(s).

(h) Notwithstanding anything in this Trust and By-Laws to the contrary, if a Unit Owner by virtue of any activities he conducts in his Unit causes an increase in the premiums for any insurance obtained by the Trustees, he shall pay the amount of all such increases to the Trustees on demand as an additional common expense attributable to his Unit.

Section 10.19 Rules and Regulations, Restrictions and Requirements.

The Trustees shall have the right (which right shall not be delegated) at any time and from time to time to adopt, amend and rescind administrative rules and regulations governing the details of the operation and use of the Common Areas and Facilities. The restrictions on and requirements respecting the use and maintenance of the Units and the use of the Common Areas and Facilities are to be consistent with provisions of the Master Deed and this Trust and By-Laws, 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 on behalf of the Trust and any aggrieved Unit Owner shall have an appropriate right of action against Unit Owners for failure to comply with the provisions of the Master Deed, Declaration of Trust, By-Laws and the respective Rules and Regulations adopted pursuant thereto, and decisions of the Trustees. Unit Owners shall have similar rights of action against the Trustees. The Trustees shall have the power to levy fines against the Unit Owners for such failure to comply, not exceeding Fifty and 00/100 (\$50.00) Dollars for any one violation, but each day a violation continues after notice shall be considered a separate violation. Fines may be enforced against the Unit Owner or Unit Owners involved as common expenses owed by the violation of the Rules and Regulations by a Unit Owner. The Trustees shall have the power to require such Unit Owner to post a bond to

secure adherence to the Rules and Regulations. The initial Rules and Regulations promulgated by the Trustees are recorded herewith as Exhibit A.

Section 10.20. Seal.

The Trustees may adopt a seal circular in form bearing an inscription of the name of this Trust as set forth in Article I, but such seal may be altered by the Trustees at their pleasure, and the Trustees may, at any time or from time to time, at their option, adopt a common or wafer seal which shall be valid for all purposes.

Section 10.21 Fiscal Year.

The fiscal year of the Trust shall be the calendar year, ending with the last day of December or such other dates as may from time to time be determined by the Trustees.

ARTICLE XI CONSTRUCTION AND INTERPRETATION; WAIVER

Section 11.1 Terms.

In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and singular, words denoting males include females and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trust and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. The cover, title, headings of different parts hereof, the table of contents and the marginal notes, if any, are inserted only for the convenience of 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 trusts, powers and provisions herein contained shall take effect and be construed according to the law of the Commonwealth of Massachusetts. As all provisions of the Master Deed and this Trust are to be construed so that mortgage covering Units shall qualify for sale to FHLMC and to FNMA, in the event that any action to be taken requires an assent or vote of a specified percentage of Unit Owners and/or their Mortgagees, and if the requirements of FHLMC and FNMA shall differ, the higher percentage shall be required.

Section 11.2 Consents.

Wherever it is provided herein that the permission, approval or consent of any party is required, such permission, approval or consent shall not be unreasonably withheld. The Trustees have the power and authority to waive any provision of this Trust affecting or limiting the rights of a Unit Owner for any cause or reason determined to be reasonable by such Trustees in their discretion.

Section 11.3 Conflicts.

If any provision of this Trust shall be invalid or shall conflict with Chapter 183A, as amended, of the General Laws of Massachusetts, or if any provision of this Trust conflicts with any provision of the Master Deed, then the following rules of construction shall be used:

(a) In the event of a conflict between the Trust and said Chapter 183A, as amended, the provisions of Chapter 183A shall control;

(b) The invalidity of any provision of the Trust shall not impair or affect the validity or enforceability of the other provisions of this Trust;

(c) In the event of a conflict between any numerical voting requirements for action set forth in the Master Deed and any such requirement set forth herein, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control;

(d) In the event of any conflict other than as set forth in Section between the provisions of the Master Deed and any other provision hereof, the provisions of the Master Deed shall control;

(e) In the event of any conflict between the requirements set forth in the Master Deed or this Trust and the requirements of FHLMC or FNMA, the more stringent of the requirements of FHLMC or FNMA shall control, to the extent that such requirements do not otherwise conflict with applicable law.

Section 11.4 Waiver.

No restriction, condition, obligation or provision contained in this Trust or By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same.

ARTICLE XII COMPENSATION OF TRUSTEES

No Trustees shall receive compensation for his services, except that by a vote of a majority of the other Trustees a Trustee may be reimbursed for his out-of-pocket expenditures associated with Trust business.

ARTICLE XIII REMOVAL FROM CONDOMINIUM LAW

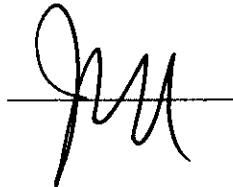
Until such time as the Declarant has no Beneficial Interest hereunder, Unit Owners holding one hundred (100%) percent of the Beneficial Interest shall be required to approve the removal of the Condominium described herein from the provisions of Chapter 183A, and thereafter the provisions of Section 19 of said Chapter 183A shall apply; provided, however, if the Declarant approves of such removal, the approval of Unit Owners holding at least seventy-five (75%) percent of the Beneficial Interest, together with consent in writing of the holders of all liens on the Units, shall be required for such removal.

ARTICLE XIV
ARBITRATION

In addition to the provisions of Section 10.5(d) herein, in the event that any Unit Owner or any Trustee is aggrieved by any action or non-action of another Unit Owner or any Trustee, or in the event that any decision requiring a majority or unanimous vote of the Unit Owners or Trustees remains undecided because such vote does not receive a majority or unanimous vote, or is decided contrary to the desires of any Unit Owner or Trustee, such Unit Owner or Trustee may submit such action or vote to arbitration. Such arbitration shall be conducted by an arbitrator selected by the American Arbitration Association (Boston Office, or such office which may be closer to Belchertown, so long as such institution shall exist, or such similar organization as may then be in existence) who shall arbitrate such dispute according to rules promulgated by such Association. The findings and results of such arbitration shall be binding upon the parties and may thereafter be submitted to any court of competent jurisdiction. The cost of such arbitration shall be paid by the individual submitting the matter to arbitration.

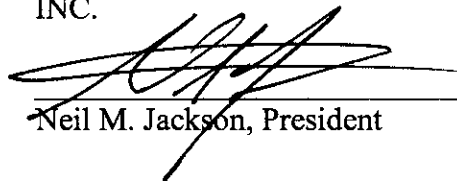
IN WITNESS WHEREOF, Summer Hill Estates Operating Co., Inc., Trustee, has hereunto caused these presents to be executed in it behalf, on the day and date first above written.

Witness:



SUMMER HILL ESTATES OPERATING CO.,
INC.

By:



Neil M. Jackson, President

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss

November 6, 2006

On this 6th day of November, 2006, before me, the undersigned notary public, personally appeared Neil M. Jackson, Manager of Summer Hill Estates Operating Co., Inc., proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for the stated purpose.



Notary Public:

My Commission Expires:

Patricia L. Stec
My Commission Expires Feb. 20, 2009

Feb 20
2009

EXHIBIT A SUMMER HILL ESTATES CONDOMINIUM TRUST RULES AND REGULATIONS

1. **General Use.** No part of the Condominium shall be used for any purposes except those set forth in the Master Deed of even date and recorded herewith.
2. **Use of Common Areas and Facilities within the Buildings.** Use of all Common Areas and Facilities and amenities within the Buildings, if any, as described but not limited to those listed in Paragraph 9(c)(v) of the Master Deed, shall be used solely by Unit Owners of the Summer Hill Estates Condominium and their guests and invitees. Rules and regulations regarding the use of the Common Areas and Facilities within the Buildings, such as the exercise room, living room, function room and catering kitchen shall be established by the Condominium Trustee(s), and may be amended, from time to time.
3. **Obstruction of Common Areas and Facilities.** There shall be no obstruction of the Common Areas and Facilities nor shall anything be stored in the Common Areas and Facilities without the prior consent of the Trustees of the Trust (hereinafter collectively the "Trustees"), except as expressly provided herein or in the Trust. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit and any appurtenant Limited Common Area or Exclusive Use Area appurtenant to the Unit, in accordance with the provisions of the Trust and Master Deed.
4. **Insurance.** Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance of the Buildings of the Condominium, or contents thereof, applicable for those uses permissible under the provisions of the Trust and Master Deed, without the prior written consent of the Trustees. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the Common Areas and Facilities which will result in the cancellation of insurance on the Buildings or the contents thereof, or which would be in violation of any law.
5. **Signs, Displays, Fixtures, Etc.** No Unit Owner shall cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of the Buildings or Units, and no awning, canopy, shutter, satellite dishes, or radio or television antenna (except for those expressly permitted by law) shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof, or exposed on or at any window, without the prior written consent of the Trustees. No exterior lighting equipment, fixtures, or facilities, shall be attached to or utilized for any Unit without the prior written approval of the Trustees.
6. **"For Sale" Signs.** Unit Owners of the Buildings may not place "For Sale" signs in the windows or on the decks or balconies of their Units.
7. **Pets.** Unit Owners may keep pets only pursuant to the provisions and restrictions of Paragraph 13B of the Master Deed.

- (a) Owners of Units may keep dogs that do not weigh more than ninety (90) pounds and cats. All Unit Owners may keep birds, aquarium fish or any other pet considered to be a "standard household pet". No pets shall be permitted within a Unit or anywhere within the Condominium if the pet may be considered dangerous, regardless of caging or other means of confinement of pet provided by the Unit Owner.
- (b) All pets kept by Unit Owners shall be licensed and inoculated as required by law. Pets may not be kept, bred or maintained for any commercial purpose.
- (c) Unit Owners must keep all pets, other than cats, on leashes at all times while in common areas of the Condominium. Unit Owners may not permit their pets to leave waste on any Common Areas. Unit Owners shall be required to immediately pick up and properly dispose of their pet's waste in a sanitary manner.
- (d) Each Unit Owner who violates any of the foregoing provisions, or causes damage to or requires clean-up of the Common Areas due to actions of pet, or any Unit Owner of a pet that is offensive or causes or creates a nuisance or unreasonable disturbance, odor or noise, then the owner of such pet shall be fined in an amount determined by the Board or assessed by the Board for the cost of repair or damage or cleaning. A Unit Owner with a pet that is in violation of the provisions herein may be required to permanently remove any pet that is the cause of the violation from the Condominium within ten (10) days' of receipt of written notice from the Board.

8. Noxious or Offensive Activities. No Unit Owner shall engage in or permit any noxious or offensive activities, or make or permit any noises by himself, his family, servants, employees, agents, visitors, lessees, licensees, or household pets, nor do himself or permit anything to be done by such persons or pets, either willfully or negligently, which:

- (a) May be or become an annoyance or nuisance to the other Unit Owners or occupants,
- (b) Will interfere with the rights, comforts or conveniences of other Unit Owners,
- (c) May or does cause damage to any other Unit or to the Common Areas and Facilities, or
- (d) Results in the removal of any article or thing of value from any other Unit Owner's Unit or from the Common Areas and Facilities.

The Unit Owner making or permitting such nuisance, interference, damage or removal shall be responsible for the elimination of such nuisance or interference and for the costs of the repair of such damage or replacement of the item removed. The Trustees of the Condominium shall assess to such Unit Owner such costs.

9. **Volume of Electronics and Instruments.** Total volume of television sets, radios, phonographs, and musical instruments shall be turned down after 10:00 p.m. and shall at all times be kept at a sound level to avoid bothering the neighbors.
10. **Unsightly Materials.** No clothes, sheets, blankets, laundry, rugs or any kind of other articles shall be hung out of the windows or sliding doors of, or on the deck or terrace adjacent to any Unit or exposed on or in any part of the Common Areas and Facilities, and no clothes lines shall be erected or maintained on or over any part of the Common Areas and Facilities. The Common Areas and Facilities shall be kept free and clear of all rubbish, debris, and other unsightly materials.
11. **Alteration or Decoration of Common Areas and Facilities.** Nothing shall be altered in, constructed in, or removed from the Common Areas and Facilities except with the prior written approval of the Trustees. No part of the Common Areas and Facilities of the Condominium shall be decorated or furnished by any Unit Owner in any manner without the prior written approval of the Trustees.
12. **Damage to Plumbing System.** The water closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, paper, ashes, or other substances shall be thrown therein. Any damage to plumbing system of any of the Buildings resulting from such misuse shall be paid for by the Unit Owner who shall have caused it.
13. **Electrical Equipment.** All electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit.
14. **Flammable Materials.** No Unit Owner or occupant or any of his agents, servants, employees, licensees, lessees, or visitors shall at any time bring into or keep in his Unit any flammable, combustible, or explosive fluid, material, chemical, or substance, except such lighting and cleaning fluids as are customary for residential use.
15. **Keys to Units.** If any key or keys are entrusted by a Unit Owner or occupant or by any member of this family, or by his agent, servant, employee, licensee, lessee, or visitor, to a Trustee, agent or employee of the Trustees, whether for such Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and such Trustee, agent, employee and the Trustees shall not be liable for injury, loss or damage resulting therefrom or connected therewith. The Trustees, or their designated agent, may retain a pass key to each Unit. No Unit Owner shall alter any lock or install a new lock or a knocker on any door of a Unit without the written consent of the Trustees. In case such consent is given, the Unit Owner shall provide the Trustees, or their designated agent, with an additional key pursuant to its right of access to the Unit.

16. **Personal Property.** All personal property of the Unit Owners in the Unit, or the Common Areas and Facilities, the exclusive use of which is provided to the Unit, and elsewhere, shall be kept therein at the sole risk and responsibility of the respective Unit Owners, and neither the Trustees, or Trustee if there be only one, nor their respective successors or assigns, shall bear any responsibility therefor.
17. **Parking.** Unit Owners and their guests and invitees may use outdoor parking spaces located within the Common Areas of the Condominium and shown on the Site Plan. However, no cars or vehicles belonging to a Unit Owner or a guest or invitee of a Unit Owner may be parked in any parking space or within the Common Areas of the Condominium (not including Exclusive Driveways or Parking Easements) for more than ten (10) consecutive days and nights.

Except on a temporary basis, only non-commercial vehicles may be parked within the Condominium. Boats, commercial vehicles and recreational vehicles are prohibited in all outdoor parking areas, including all Common Areas and Exclusive Driveways. No boats or other vehicles may be kept in any outdoor Exclusive Use Areas or Limited Common Areas except those vehicles which are herein permitted in Exclusive Driveways. Boats, commercial vehicles and recreational vehicles may be kept only within garages or Parking Easements within the garage of the Buildings.

Additional rules and regulations regarding parking within the Condominium may be adopted from time to time by the Condominium Trust.

18. **Safety of Unit Owner, Family, Guests.** Each Unit Owner assumes responsibility for his own safety, actions, and conduct, and that of his family, guests, agents, servants, employees, licensees, lessees and household pets.
19. **Leasing of Units.** Unit Owners shall be permitted to lease their Units according to the provisions and restrictions of Paragraph 13C of the Master Deed incorporated herein by reference.
20. **Trash Storage.** All trash shall be stowed within contained units with tops and stored within garages associated with each Unit. Rubbish shall be collected on a weekly basis. The cost for rubbish collection shall be borne jointly by all condominium Units on a pro rata basis. Contract for such services shall be reviewed from time to time by the Trustees.
21. **Roof Decks, Patios, Balconies.** Unit Owners may not be permitted to use roof decks, patios or balconies which are appurtenant to their Unit for storage of anything other than lawn or patio furniture and other appropriate decorative items. Unit Owners shall not be permitted to keep bicycles and exercise equipment on decks, patios or balconies. Unit Owners of Units within the Buildings are strictly prohibited from using any type of gas grill on decks or balconies appurtenant to a Unit.
22. **Violations of the Rules and Regulations Herein.** Upon the receipt of written notification of any Unit Owner as to the violation of any of these Rules and Regulations,

or upon the Trustees' own initiative, the Trustees shall with respect to the first such violation, send a letter to the offending Unit Owner which sets forth the text of the Rule or Regulation having been violated, together with a description of the date, time, place and nature of such violation, and the Trustees' authority to levy fines for violating the provision of the By-Laws.

Upon receipt of a second violation notification with respect to any Unit Owner who has previously been sent a violation letter by the Trustees, the Trustees shall impose a fine of \$25.00 for each day (or part thereof) such violation continues, or the Trustees, in their sole discretion, may arrange to remedy the violation at the violating Unit Owner's expense. All such fines, including those levied under Section 5 hereunder, shall be cumulative. Remedial charges as well as unpaid fines levied pursuant to this paragraph shall constitute a lien on the Unit owned by the violator pursuant to the provisions of Massachusetts General Laws, Chapter 183A, Section 6, and shall bear interest at the rate of eighteen (18%) percent.

23. **Consent by the Trustees.** Any consent, permission or approval given by the Trustees under these Rules and Regulations may be added to, amended, or repealed at any time by the Trustees in accordance with the provisions of the Declaration of Trust, if applicable, an otherwise in their absolute discretion.
24. **Amendment of Rules and Regulations.** These Rules and Regulations may be amended from time to time as provided in the Trust.