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DECLARATION OF TRUSTTHE VILLAGE AT STAGECOACH HEIGHTS CONDOMINIUM TRUST

This DECLARATION OF TRUST made this 8th day of AUGUST, 2006 at Ashland, Middlesex County, Massachusetts by Lawrence J. Doane, Richard E. Terrill and Paul J. Beattie of Milford, Shrewsbury and Holliston, Massachusetts, respectively, (hereinafter "Trustees" which term shall be deemed to include their successors in trust hereunder), WITNESSETH,

## ARTICLE I.

NAME OF TRUST

The Trust created by this Declaration of Trust shall be known The Village at Stagecoach Heights Condominium Trust (hereinafter the "Trust").

## ARTICLE II.

THE TRUST AND ITS PURPOSES

SECTION 1. General Purposes: This Trust is created as the "Organization of Unit Owners" as required by the provisions of Chapter 183A of the Massachusetts General Laws as amended for the purpose of managing and regulating The Village at Stagecoach Heights Condominium (hereinafter the "Condominium"), including any and all of its subsequent phases, the first phase of which is established and created by a Master Deed executed by Stagecoach Heights Realty, LLC (hereinafter the "Developer"), the owner of the land described therein, dated the same date as the date of this Trust and recorded herewith.

RETURN: PAUL J. BEATTIE, ESQ.  
C/O FRE BUILDING CO., INC.  
290 ELIOT STREET  
ASHLAND MA, 01721

SECTION 2. 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 or among themselves with respect to the trust property, and hold no relation to the Trustees other than as beneficiaries, with only such rights as are conferred upon them as beneficiaries hereunder and under the laws of Massachusetts.

SECTION 3. Property Held in Trust: All property, real and personal, tangible and intangible, conveyed to or held hereunder by the Trustee shall vest in the Trustee 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 Unit Owners who are owners from time to time of the Units in the Condominium. The beneficial interest of each Unit Owner is equal to the percentage interest of each Owner in the common areas and facilities set forth and contained in Schedule D of the Master Deed recorded herewith and as amended from time to time.

SECTION 4. By-Laws: This Declaration of Trust, as amended from time to time, shall be and comprise the By-Laws of the Condominium. The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. The terms "Property" as used herein shall include the land, the buildings and all other improvements thereon including the Units and common areas and facilities (hereinafter the "Common Elements") and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Chapter 183A of Massachusetts General Laws. The provisions of these By-Laws shall become applicable automatically to property which may be added to the Condominium as Units and Common Elements upon the recording of an amendment to the Master Deed pursuant to the terms thereof submitting such additional property to the provisions of Chapter 183A of the Massachusetts General Laws.

All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the Master Deed, the Rules and Regulations and all covenants, agreements, restrictions, easements and declarations of record and amendments thereto ("title conditions"). The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement that these By-Laws, the Rules and Regulations, the provisions of the Master Deed, as they may be amended from time to time, and the title conditions are accepted, ratified, and will be complied with.

### ARTICLE III

#### BOARD OF TRUSTEES

SECTION 1. Number and Terms: The Trust shall be governed by a Board of Trustees the size of which shall not be more than seven, nor less than three, as shall be determined and elected from time to time by the Unit Owners at their annual meeting or any special meeting in lieu of the annual meeting. Until all the original Trustees are succeeded by the Trustees elected by the Unit Owners, Trustees need not be Unit Owners. The original members of the Board of Trustees are three in number and have been appointed by the Developer and the Developer shall have the right to re-appoint the original members upon the expiration of their terms or appoint new members to any vacancy, until and to the extent that **all** trustees are elected by the Unit Owners, pursuant to Article III Section 4 of this Declaration of Trust. The term Board of Trustees as it is used herein shall mean the Board as it is constituted from time to time. The names of the original Trustees appointed by the Developer and their respective terms are:

Lawrence J. Doane     Until 100% of the units in  
all phases of the condominiums  
are sold

Richard E. Terrill     Until 75% of the units in  
all phases of the condominiums  
are sold or five (5) years  
after the first unit of the  
condominium is conveyed,  
whichever is the earlier date.

Paul J. Beattie        Until 50% of the units in  
all phases of the condominiums  
are sold or five (5) years  
after the first unit of the  
condominium is conveyed,  
whichever is the earlier date.

All terms for non-Developer Trustees shall be for a period of three (3) years.

SECTION 2. Powers and Duties: The Board of Trustees shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Master Deed or by this Declaration of Trust may not be delegated to the Board of Trustees by the Unit Owners. Such powers and duties of the Board of Trustees shall include, but not be limited to the following:

- (a) Administration of the operation, care, upkeep, maintenance and inspection of the Common Elements in accordance with industry standards and in accordance with the structural Limited Warranty provided to initial Unit Owners of the Condominium which the Trustees shall obtain and follow. Provided, however that as Condominium wide engineering or construction related surveys, reports or inspections are large expense items, such may not be commissioned until such time as a 90% affirmative vote of all unit owners of the Condominium is obtained.
- (b) Determination of the general and special assessments for common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property.
- (c) Collection of the common charges from the Unit Owners.
- (d) Employment and dismissal of the personnel necessary or advisable for the maintaining and operation of the Common Elements.

- (e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property subject to a right of the Unit Owners to overrule the Board (see Article VII, Section 16).
- (f) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.
- (g) Leasing, managing and otherwise dealing with such community facilities as may be provided for in the Master Deed as Common.
- (h) Owning, conveying, encumbering, leasing, and otherwise dealing with Units conveyed to it or purchased by it as the result of enforcement of the lien for common expenses, or otherwise.
- (i) Obtaining insurance for the Property, including the Units, pursuant to the provisions hereof, securing three bids directly from insurers, and notifying the insurance companies as to the identity of all mortgagees of the individual condominium units.
- (j) Making inspections, repairs, additions and improvements to, or alterations or restoration of the Property in accordance with the other provisions of these By-Laws; provided, however, that the Board of Trustees shall not undertake any repair covered by warranty without the consent of a majority in number and interest of the Unit Owners. Schedule for Visual Inspections to be performed upon closing, spring, fall and all major storms.
- (k) Enforcing obligations of the Unit Owners, allocating income and expenses and doing anything and everything else necessary and proper for the sound management of the Condominium. The Board shall have the power to levy fines against the Unit Owners for violations of rules and regulations established by it to govern the conduct of the Unit Owners. No fine may be levied for more than \$15 for each of the first 30 days of any one violation, \$25 for each of the second 30 days of said violation and \$50 for each day that said violation continues thereafter. Such fine shall accumulate daily until the violation ceases. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the

finances were common charges owed by the particular Unit Owner or Unit Owners. Notice of this paragraph (k) shall be deemed given when the Board of Trustees mails or causes to be mailed (certified mail return receipt requested) written notice to the unit owner at the address of said unit owner in the then current records of the condominium.

(l) Purchasing or leasing a Unit for use by a resident manager.

(m) Granting easements, permits and licenses over the common areas for utilities, roads and other purposes reasonably necessary or useful for the operation of the Condominium.

(n) Waiving, by majority vote, any of the Rules and Regulations of the Condominium.

(o) Aside from enforcing the Rules and Regulations of the Condominium, individual unit owners common area collection charge, right of action reserved in Section "C" and fine collection right of action recorded in Section "K", the Trustees are prohibited from prosecuting lawsuits against (but not defending against) any party unless ninety percent (90%) of the unit owners consent to such lawsuit. The purpose of this provision is to reduce the legal expenses of the condominium to necessary actions, and not frivolous actions which expend the condominium legal budget. Further, individual unit owners and/or the Condominium Trust are prohibited from prosecuting lawsuits against the Developer unless the individual unit owner and/or the Condominium Trust has pursued his/her/its claim through a final decision with the American Arbitration Association or similar Alternative Dispute Resolution process.

(p) Designating a person or entity who shall oversee the maintenance and repair of the common elements and notify all Unit Owners in writing of the name and telephone number of the person or entity so designated, and further to so notify all Unit Owners whenever there is a change in said person or entity. It is a Trustee obligation to ensure Management Company's compliance with its contract.

SECTION 3. Managing Agent and Manager Condominium Records: The Board of Trustees may employ for the Condominium, terminable by the Trustees without cause upon ninety (90) days notice, a managing agent and/or a manager at a compensation established by the Board of Trustees, to perform such duties and services as the Board of Trustees shall authorize, including, but not limited to the duties listed in subdivisions (a), (c), (d), (f), (i), (j) and (k) of Section 2 of this Article III. The Board of Trustees may delegate to the manager or managing agent, all of the powers granted to the Board of Trustees by these By-Laws other than the powers set forth in subdivisions (b), (e), (g), (h), (l), (m), and (n) of Section 2 of this Article III. Six (6) months prior to the end of any such management contract, the Trustees shall obtain three (3) new written competitive bids for same.

- A. The contract with the managing agent or manager may be terminated by the Trust for cause with ten (10) days notice, during which time the manager or managing agent shall have the opportunity to cure.
- B. The Trust shall keep a complete copy of the following items, except when the Trust shall appoint a manager or managing agent who has the responsibility for the collection of assessments, payment of common expenses, or the accounting or custody of common funds, in which case the manager or managing agent shall be responsible, without limitation, for keeping the records in item iv below:
  - (i) a true and accurate copy of the master deed as recorded and amended;
  - (ii) the by-laws, including amendments thereto, as recorded;
  - (iii) the minute book, as maintained by the Trust to the extent such minutes are kept; and
  - (iv) financial records, including the following:
    - a. records of all receipts and expenditures, invoices and vouchers authorizing payments, receivables, and bank statements thereto;
    - b. records regarding the replacement reserve fund or any other funds of the Trust and bank statements relating thereto;

c. audits, reviews, accounting statements and financial reports relating to the finances of the Trust;

d. contracts for work to be performed for or services to be provided to the Trust;

e. all current insurance policies of the Trust, or policies which name the Trust as insured or oblige; and

f. all records of warranties, inspections, and maintenance.

C. Such records shall be kept in an up-to-date manner within the Commonwealth and shall be available for reasonable inspection during regular business hours and at such other times as may be provided in the agreement between the manager or managing agent and the Trust by any Unit Owner or by any holders, insurers or guarantors of a recorded first mortgage on a unit. Access to said records shall include the right to photocopy said records at the expense of the person or entity making the request.

D. Such records, and all other records to be maintained by the manager or managing agent in accordance with any agreement between the Trust, and said manager and managing agent shall be entitled, during regular business hours, to receive and review such records, upon request, at any time during the term of the agreement. The manager or managing agent shall give to the Trust all books, records, funds and accounts in the possession of the manager or managing agent upon termination of the agreement. All records shall be retained for a period of at least seven (7) years.

E. The party responsible for keeping the records in clause iv of Subsection B shall be responsible for preparing a financial report to be completed within one hundred and twenty (120) days of the end of the fiscal year, including without limitation a balance sheet, income and expense statement, and a statement of funds available in the various funds of the Trust. A copy of such financial report shall be made available to all Unit Owners within thirty (30) days of its completion, and shall be made available, upon request, to any holder, insurer or guarantor of a recorded mortgage on a unit in the condominium.



F. An independent certified public accountant shall conduct, according to the standards of the American Institute of Certified Public Accounts, a review of the financial report.

G. A Unit Owner or mortgagee holding a recorded mortgage on a unit in the condominium shall be allowed to have a review or audit prepared at its own expense, such expense to include, but not be limited to, reasonable expenses incurred by the manager directly related to the preparation of the review or audit. The Trust and the manager or managing agent shall fully cooperate in providing the information needed to perform the review or audit.

H. If the Trust appoints a manager or managing agent who has responsibility for the collection of assessments, payment of common expenses, or the accounting or custody of common funds, then the manager or managing agent shall be responsible for keeping the records listed in clause iv of Subsection B, and shall

i. render at least monthly, a written report to the Trustees detailing all receipts and expenditures on behalf of the organization, including beginning and ending balances and copies of all relevant bank statements and reconciliation's for the replacement reserve fund and any other funds of the Trust for which the manager or managing agent has responsibility; and

ii. maintain a separate and distinct account or accounts for each of the following: the replacement reserve fund and any other fund of the Trust for which the manager or managing agent has responsibility. These funds shall not be co-mingled with the assets of the manager or managing agent or with the assets of any other person or any other entity. These funds shall not be subject to the claims of any creditor of the manager or managing agent or its successor in interest including a secured creditor or trustee in bankruptcy, and shall not be subject to the claims of any creditor of any other person or any other entity.

I. Any reserve account of the Trust shall require all checks to be signed by one Trustee in addition to the manager or managing agent, if one exists, unless there is a written agreement to the contrary between the Trust and the manager or managing agent. The Trust shall designate a member or members to be the approved signatories on such checks.

The Trust shall secure and maintain, at its own cost and expense, blanket fidelity insurance coverage insuring against the dishonest acts of any person, trustee, manager, managing agent or employee, or the Trust, who is responsible for handling Trust funds, in an amount equal to at least one-fourth (1/4th) of the annual assessments, excluding special assessments. Such fidelity insurance policy per its definition of employee must specifically include the manager or managing agent or provide for same by an endorsement to the fidelity policy. Such fidelity insurance must name the Trust as the insured, and include a provision requiring ten (10) days written notice to the Trust, the manager or managing agent, in the event of cancellation or substantial modification. The manager or managing agent shall be the designated agent on the fidelity insurance policy, and the fidelity insurance policy shall be the property and for the sole benefit of the Trust. The manager or managing agent must maintain, at its sole cost and expense, its own fidelity insurance with substantially the same form of coverage.

SECTION 4. First Board of Trustees: The first Board of Trustees has been designated by the Developer and shall consist of three Trustees to hold office in the manner specified herein. At such time as 50 percent of the Units in all of the planned phases of the Condominium have been conveyed to Unit purchasers or five (5) years after the first unit of the condominium is conveyed, whichever is the earlier date, one Trustee from the original Board of Trustees shall resign and be replaced by a Trustee elected by the Unit Owners, including the Developer as owner of unsold Units. Similarly, when 75 percent of the Units in all of the planned phases of the Condominium have been conveyed to unit purchasers or five (5) years after the first

unit of the condominium is conveyed, whichever is the earlier date, one Trustee from the original Board of Trustees shall resign and be replaced by a Trustee elected by the Unit Owners, including the Developer as owner of unsold Units. When 100 percent of the Units in all of the planned phases of the Condominium have been conveyed to unit purchasers, the final Trustee from the original Board of Trustees shall resign and be replaced by a Trustee elected by the Unit Owner. The term for such Unit Owner elected Trustees shall be for a three (3) year term, unless re-elected at the end of such term.

SECTION 5. Removal: Trustees may be removed for cause by an affirmative vote of a majority of the Unit Owners. No Trustee other than the members of the initial Board of Trustees shall continue to serve on the Board if, during the term of office, the Trustee shall cease to be a Unit Owner.

SECTION 6. Vacancies: Vacancies in the Board of Trustees, shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Trustees held for that purpose promptly after occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Trustees for the remainder of the Term of the member being replaced, or the remaining members may appoint a successor Trustee in the event a successor Trustee is not elected for the three year term, as the case may be, except for those vacancies which the Developer has a right to appoint pursuant to Article III Section 1 of the Trust.

SECTION 7. Organization Meeting: The first meeting of the members of the Board of Trustees following the annual meeting of the Unit Owners shall be held within ten (10) days thereafter, at such time and place as shall be fixed by the Trustees at the meeting at which such Board of Trustees shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Trustees in order to legally constitute such meeting, providing a majority of the whole Board of Trustees shall be present there at.

SECTION 8. Regular Meetings: Regular meetings of the Board of Trustees may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Trustees, but at least one such meeting shall be held during each calendar year. Notice of regular meetings of the Board of Trustees shall be given to each member of the Board of Trustees by mail or telegraph, at least three (3) business days prior to the day named for such meetings.

SECTION 9. Special Meetings: Special meetings of the Board of Trustees may be called by the President on three (3) business days notice to each member of the Board of Trustees, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Trustees shall be called by the President or Clerk in like manner and on like notice on the written request of at least three (3) members of the Board of Trustees.

SECTION 10. Waiver of Notice: Any member of the Board of Trustees may at any time waive notice of any meeting of the Board of Trustees in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Trustees at any meeting of the Board shall constitute a waiver of notice of the time and place thereof. If all the members of the Board of Trustees are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

SECTION 11. Quorum of Board of Trustees: At all meetings of the Board of Trustees, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Trustees present at a meeting at which a quorum is present shall constitute a decision of the Board of Trustees. If at any meeting of the Board of Trustees there shall be less

than a quorum present, a majority of those present may adjourn the meeting. At the next meeting at which a quorum is present, any business which might have been transacted at the meeting called originally, may be transacted without further notice.

SECTION 12. Fidelity Bonds: The Board of Trustees may obtain adequate fidelity bonds for all officers, employees and agents of the Condominium who handle or are responsible for Condominium funds. The fidelity bond shall cover the maximum amount of funds that will be in the custody of the Trust or its management agent at any time while the bond is in force. Additionally, the coverage must at least equal the sum of three (3) months assessments on all units in the condominium, plus the

association's reserve funds. The bonds shall name the Trust as obligee, contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", provide for at least 10 days notice to the Trust in the event of modification or cancellation, and constitute a common expense to the Trust.

SECTION 13. Compensation: No member of the Board of Trustees shall receive any compensation from the Condominium for acting as such.

SECTION 14. Liability of the Board of Trustees: The members of the Board of Trustees shall not be liable to the Unit Owners for any mistake of judgment, negligence or otherwise except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify, defend and hold harmless each of the members of the Board of Trustees against all contractual liability to others arising out of contracts made by the Board of Trustees on behalf of the Condominium unless any such contract, action or inaction taken shall have been made in bad faith or contrary to the provisions of the Master Deed or of these By-Laws. It is intended that the members of the Board of Trustees shall have no personal liability with respect to any contract made, action or inaction taken by them on behalf of the Condominium and they shall be indemnified by the Unit Owners for same. It is permissible for the members of the Board of

Trustees, who are members of or employed with the Developer, to vote to authorize the Board of Trustees to contract with the Developer or Developer owned companies without fear of being charged with self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Trustees or out of the aforesaid indemnity in favor of the members of the Board of Trustees shall be limited to such proportions of the total liability thereunder as his/her interest in the Common Elements bear to the interests of all the Unit Owners in the Common Elements. Every agreement made by the Board of Trustees, or the managing agent, or the manager, on behalf of the Condominium shall provide that the Board of Trustees, or managing agent or manager as the case may be, is acting only as agent for the Unit Owners and shall have no personal liability thereunder, except as a Unit Owner. Such agreement shall also state that a Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

SECTION 15. Office: The Office of the Condominium and the Board of Trustees is located at 290 Eliot Street, Ashland, Massachusetts.

#### ARTICLE IV

##### UNIT OWNERS

SECTION 1. Beneficial Interests: The Beneficiaries shall be the Unit Owners of the Condominium from time to time. The beneficial interest in the Trust hereunder shall be divided among the Unit Owners in the percentage of undivided interest set forth in Schedule D to the Master Deed recorded herewith, and as the same may be amended.

SECTION 2. Annual Meetings: Within one (1) year following the date of conveyance of the first Unit, the Board of Trustees shall call the first annual meeting of Unit Owners. Thereafter, annual meetings shall be held within two weeks of the anniversary of such date each succeeding year. At such meetings there shall be elected by ballot of the Unit Owners members to Article III of these By-Laws. The Unit

Owners may also transact such other business of the Condominium as may properly come before them.

SECTION 3. Place of Meetings: Meetings of the Unit Owners shall be held at the principal office of the Condominium, or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Trustees.

SECTION 4. Special Meeting: It shall be the duty of the President to call a special meeting of the Unit Owners as directed by the Board of Trustees or upon a petition presented to the Clerk signed by at least one-third in number of the Unit Owners.

SECTION 5. Notice of Meetings: It shall be the duty of the Clerk to mail or cause to be mailed a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at least ten (10) but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in this Declaration of Trust shall be considered notice served.

SECTION 6. Adjournment of Meetings: If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority in common interest of the Unit Owner(s) who is present at such meeting, either in person or by proxy, shall adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

SECTION 7. Order of Business: The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll call
- (b) Proof of notice of meeting
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers
- (e) Report of Board of Trustees
- (f) Reports of committees
- (g) Election of inspectors of election (when so required)
- (h) Election of members of the Board of Trustees (when so required)
- (i) Unfinished business
- (j) New Business

SECTION 8. Title to Units: Title to Units may be taken in the name of an individual or in the names of two (2) or more persons, as tenants in common or as joint tenants or as tenants by the entirety, or, in the name of a corporation or partnership, or in the name of a fiduciary. Title to units taken are taken subject to the requirements of Article VII Section II.

SECTION 9. Voting: The Owner or Owners of each Unit, or any person designated by such Owner or Owners to act as a proxy shall be entitled to cast the votes appurtenant to such Unit at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Clerk, by the Owner or Owners so designating. Unit Owners (including the Developer, if the Developer shall then own one or more units) shall be entitled to vote according to their respective percentage of the undivided interest of the common areas and facilities. Such percentage interest shall be rounded off to the nearest .001. A fiduciary shall be the voting member with respect to any Unit Owner in a fiduciary capacity. Any Unit or Units owned by the Board of Trustees or its designee shall not be entitled to vote and shall be excluded from the total common interest when computing the interest of all other Unit Owners for voting purposes. In the event the Developer duly amends the Master Deed so as to cause the Condominium to be enlarged by the additional Phases, Units in such additional Phases shall be entitled to vote and shall be chargeable with their share of common charges from and after the date of conveyance of the first unit in such Phase.

SECTION 10. Majority of Unit Owners: As used in these By-Laws the term "majority of Unit Owners" shall mean those Unit Owners having more than 50% of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, provided a quorum in present, determined in accordance with the provisions of Section 11 of this Article.



SECTION 11. Quorum: Except as otherwise provided in these By-Laws, the presence of a majority of Unit Owners in person or by proxy shall constitute a quorum at all meetings of the Unit Owners.

SECTION 12. Majority of Votes: The vote of a majority of Unit Owners present at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where in the Master Deed or these By-Laws, or by law, a higher percentage vote is required.

## ARTICLE V

OFFICERS

SECTION 1. Designation: The principal officers of the Condominium shall be the President, the Vice President, the Clerk and the Treasurer, all of whom shall be elected by the Board of Trustees. The Board of Trustees may appoint an assistant treasurer, an assistant Clerk, and such other officers as in its judgment may be necessary. The President and Vice President, but no other officers, need be members of the Board of Trustees.

SECTION 2. Election of Officers: The officers of the Condominium shall be elected annually by the Board of Trustees at the organization meeting of each new Board of Trustees and shall remain in office until their successors are elected.

SECTION 3. Removal of Officers: Upon the affirmative vote of a majority of the members of the Board of Trustees, any officer may be removed, either with or without cause, and his/her successor may be elected at any regular meeting of the Board of Trustees, or at any special meeting of the Board of Trustees called for such purpose.

SECTION 4. President: The President shall be the chief executive officer, presiding at all meetings of the Unit Owners and of the Board of Trustees and having all of the general powers and duties incident to the office of the President of a stock corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts, including, but not limited to the power to appoint committees from among the Unit Owners from time to time as he/she may in his/her discretion decide are appropriate to assist in the conduct of the affairs of the Condominium.

SECTION 5. Vice-President: The Vice-President shall take the place of the President and perform the duties of that office whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Trustees shall appoint some other member of the Board of Trustees to act in the place of the President, on an interim basis. The Vice-President shall also perform such other duties as shall be imposed from time to time upon him/her by the Board of Trustees or by the President.

SECTION 6. Clerk: The Clerk shall keep the minutes of all meetings of the Unit Owners and of the Board of Trustees; shall have charge of such books and papers as the Board of Trustees may direct and shall, in general, perform all the duties incident to the office of Clerk of a stock corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts.

SECTION 7. Treasurer: The Treasurer shall have the responsibility for funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data.

The Treasurer shall be responsible for the deposit of all money and other valuable effects in the name of the Board of Trustees, or the managing agent, in such depositories as may be designated from time to time by the Board of Trustees, and shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts. No payment vouchers shall be paid unless and until approved by the Treasurer.

SECTION 8. Agreements, Contracts, Deeds, Checks, etc: All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two (2) officers of the Condominium or by such other person or persons as may be designated by the Board of Trustees.

SECTION 9. Compensation of Officers: No Officer shall receive any compensation from the Condominium for acting as such.

## ARTICLE VI

### NOTICE

SECTION 1. Definition: Whenever notice is required to be given to the Board of Trustees, a Trustee or a Unit Owner under the provisions of the Master Deed or these By-Laws, it shall not be construed to mean personal notice. Rather, such notice may be given in writing by depositing same in the mail addressed to the Board of Trustees, a Trustee or a Unit Owner at such address as appears on the books of the Condominium. Notice shall be deemed given as of the date of mailing.

SECTION 2. Service of Notice-Waiver: Whenever any notice is required to be given by law or by the provisions of the Master Deed or these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

## ARTICLE VII

OPERATION OF THE PROPERTY

**SECTION 1. Determination of Common Charges:** The Board of Trustees shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the Common Charges payable by the Unit Owners to meet the common expenses of the Condominium and allocate and assess such common charges among the Unit Owners according to their respective common interests. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be obtained or which have been procured by the Board of Trustees pursuant to the provisions of these By-Laws. The common expenses may also include such amounts as the Board of Trustees may deem proper for the operation and maintenance of Property, including, without limitation, amounts for working capital reserves, general operating reserves, replacement reserves and reserves to cover prior year deficits in common expenses. In addition, the Board of Trustees shall also, at such times as it deems appropriate, levy special assessments for common expenses ("special assessments").

Assessments shall begin as to each phase or sub-phase when the first unit is sold in that phase or sub-phase. In order to provide initial working capital for the Condominium, the Board of Trustees shall collect from each Unit purchaser an amount equal to one-quarter of the estimated annual common charges attributable to the unit, such sum is to be maintained in a separate account for the use and benefit of the Trust. Such amounts shall not be considered advance payments of regular monthly assessments. The developer shall not use the working capital fund to defray any of its expenses, reserve contributions or construction costs or to make up any budget deficit while it is

in control of the Trust. When unsold units are sold, however, the Developer may reimburse itself for funds it paid the Trust for an unsold unit's share of the working capital fund by using funds collected at closing and representing the current month's adjustment of the condominium assessment when the unit is sold.

If any expenses are incurred by the Trust as a result of Unit Owners' failure to abide by the requirements of Massachusetts General Laws, Chapter 183A, or the requirements of the Master Deed, Declaration of Trust, By-Laws, Restrictions, Rules or Regulations or by the misconduct of any Unit Owner or his family members, tenants or invitees, the Trust may assess that expense exclusively against the Unit Owner and such assessment shall constitute a lien against that Unit from the time the assessment is due, and such assessment shall be enforceable as a common expense. The Trust may also assess any fees, attorney's fees, charges, late charges, fines, costs of collection and enforcement, court costs and interest charges pursuant to Chapter 183A against the Unit Owner and such assessment shall constitute a lien against the Unit from the time the assessment was due and shall be enforceable as a common expense assessment.

No Unit owner may exempt himself/herself from liability for his/her contribution toward the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by abandonment of the Unit or otherwise; no Unit Owner shall be entitled to an off-set deduction or waiver of common expenses or other charges levied or lawfully assessed by the Trust.

The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Trustees, on behalf of all Unit Owners, of any Unit whose owner has elected to sell or lease such Unit to the Condominium or of any Unit which is to be sold at a foreclosure or other judicial sale.

The Board of Trustees shall advise all Unit Owners, promptly in writing, of the amount of the common charges payable by each of them, respectively, as determined by the Board of Trustees, as aforesaid and shall furnish copies of each budget on which such common charges are based, to all Unit Owners.

SECTION 2. Payment of Common Charges: All Unit Owners shall be obligated personally to pay the common charges assessed by the Board of Trustees pursuant to the provisions of Section 1 of this Article VII. Under no circumstances may Unit Owners withhold common charges assessed against their unit during their ownership thereof. Common charges are payable in full for the entire fiscal year, on the first day of the month following the distribution of the budget for said year except that special assessments are payable within fifteen (15) days of the date they are rendered. The Trustees may, however, permit payments to be made on general assessments (but not on special assessments), in advance, in equal monthly installments, or at such other time or times as they shall determine, unless any common charge remains unpaid for more than 30 days from the due date for payment thereof, in which case all common charges remaining to be paid during the fiscal year then in effect shall become immediately due and payable. No Unit Owner shall be liable for the payment of any part of the common charges assessed against the Unit subsequent to a sale, transfer or other conveyance (made in accordance with the provisions of Article IX of this Declaration of Trust) of such Unit, together with the Appurtenant Interests, as defined in Section 2 of Article IX hereof.

Common profits shall be distributed to the Unit Owners in the same manner as common expenses and charges to the Unit Owners.

A mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit shall not be liable for, and such Unit shall not be subject to, a lien for the payment of common charges assessed prior to the foreclosure sale.

SECTION 3. Collection of Assessments: The Board of Trustees shall assess common charges against the Unit Owners from time to time (at least annually) and shall take prompt action to collect any common charge due from any Unit Owner which remains unpaid for more than 30 days from the due date for payment thereof. Interest at the rate of 1 1/2% per month (or as permitted by Law) may be charged on all payments which are more than fifteen days overdue.

SECTION 4. Default in Payment of Common Charges: In the event of default by any Unit Owner paying to the Board of Trustees the common charges as determined by the Board of Trustees, such Unit Owner shall be obligated to pay interest in the manner described in Section 3 herein, together with all expenses, including attorney's fees, incurred by the Board of Trustees in proceedings brought to collect such unpaid common charges. The Board of Trustees shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such Unit Owner, or enforce a lien on such Unit as provided in Section 6 of Chapter 183A as amended of Massachusetts General Laws.

SECTION 5. Suit for Unpaid Common Charges and Unpaid Fines: A suit to recover a money judgment for unpaid common charges shall be maintainable without enforcing or waiving the lien securing the same.

SECTION 6. Statement of Common Charges and Unpaid Fines: The Board of Trustees shall provide any Unit Owner so requesting the same in writing, a written statement of all unpaid common charges due from such Unit Owner.

Further, a certificate pursuant to M.G.L. Chapter 183A Section 6(d) shall be issued upon the sale of any unit stating the amount of unpaid common charges (if any). Said Certificates shall be signed either by one of the members of the Board of Trustees or by



the duly appointed managing agent of the Condominium who has the personal knowledge of the same.

**Prior to the Issuance of any certificate pursuant to M.G.L.c183A,s 6(d) (commonly referred to as a "6D Certificate"), for Affordable units, so-called, the condominium association shall first obtain a notarized statement signed under the pains and penalties of perjury from at least one owner of record, or, in the case of an anticipated conveyance, sale or transfer of such unit, from at least one intended grantee, that said present owner of record or intended grantee of record, as the case may be, 1)acknowledges receipt of a copy of the Master Deed containing the restrictions of use, 2) states that he or she shall comply with the Master Deed restrictions of use, 3) states that he or she is an individual who meets the income limits applicable to the unit, and 4) states that he or she shall occupy such unit during the entire period that he or she holds record title thereto; and further, that said Master Deed and Bylaws shall require that all 6D Certificates shall state on their face that such Affidavit shall be required to be recorded in the appropriate registry of deeds with such 6D Certificate to have effect.**

SECTION 7. Insurance: The Board of Trustees shall be required to obtain and maintain the following insurance:

- (a) All risk coverage insuring 100 percent of the current replacement cost of all the Common Elements, including fixtures and building service equipment to the extent that they are Common Elements, as well as common personal property and supplies belonging to The Village at Stagecoach Heights Condominium Trust, and also including walls, ceilings and floors, and fixtures installations or additions comprising a part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of individual condominium units initially installed or replacements thereof in accordance with the original

condominium plans and specifications, but not including other fixtures, drapes, wall coverings, furniture or other personal property installed within a Unit. Such insurance policy shall have a maximum \$1,000 deductible per Unit, per occurrence, while the Condominium Common areas are under Warranty, which shall only be changed by a 90% affirmative vote of all unit owners of the Condominium and shall name as the insured The Village at Stagecoach Heights Condominium Trust to which there shall be remitted any loss payable, as trustee for each Unit Owner and for each Unit Owner's mortgagee. Each Unit Owner appoints the condominium acting through the Board of Trustees as an attorney in fact for the above purposes and each deed, mortgage, other evidence of obligation or other instrument affecting a unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of and a consent to this power of attorney. These beneficiaries shall receive any such proceeds on the basis of the percentage of common interest specified in the Condominium Master Deed. The insurance policy shall also contain the standard mortgagee clause in favor of each mortgagee of a Unit and shall provide that any loss thereunder shall be payable to such mortgagee as its

interest may appear, subject however, to the aforementioned loss payment provisions in favor of the Board of Trustees of the Trust.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or of invalidity arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be canceled or modified substantially without at least ten (10) days prior notice to all of the insured's, including all mortgagees of Units. Duplicate originals of all new policies of physical damage insurance and all renewals of existing

policies, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the then current policies.

Unit owners shall carry insurance for their own benefit insuring their wall coverings, fixtures, (to the extent not covered by the Master Insurance Policy), furniture, furnishings and other personal property provided that all such policies shall contain waivers of subrogation against the Trustees, their agents and/or employees and further provided that the liability of the carriers issuing insurance obtained by the Board of Trustees shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

The Board of Trustees shall not act on behalf of a Unit Owner for a Unit Owner's personal property items or items or matters covered by a Unit Owner's Home Owner's insurance. Such additional insurance carried by Unit Owners shall have a maximum \$1,000 Deductible Per Unit, Per Occurrence. Unit Owners agree to provide proof of coverage to Trustees annually. Such proof of coverage shall provide for (i) damage to the Unit in an amount not less than \$10,000.00. (ii) Such proof of coverage shall show that Unit Owner's policy will respond to any deductible that may exist on the policy carried by the Trust for the Common Areas. (iii) Such proof of coverage shall indicate Unit Owner Liability is included. These provisions shall only be changed by 90% Affirmative Vote of all Unit Owners of the Condominium. The Condominium Trust and the Unit Owners agree to hold harmless Stagecoach Heights Realty, LLC and its Contractors from Construction claims above Structural Limited Warranty provided by Stagecoach Heights Realty, LLC.

- (b) General liability insurance covering all of the common areas and public ways of the Condominium, each member of the Board of Trustees, the managing agent, the manager and each Unit Owner.

Such policy shall also cover liabilities of the Unit Owners as a group to a Unit Owner individually. Coverage shall be in an amount equal to at least \$1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence, and for legal liability of the insured's for property damage, bodily injuries and deaths of persons in connection with the operation and maintenance of the common areas, and for legal liability for all employment contracts entered into by the Trust. There shall be a \$1,000 deductible for such insurance in each of the first four (4) years following the sale of the first unit of the condominium. Such policy may not be canceled or modified substantially without at least 10 days prior written notice to the Trust and to all eligible first mortgagees.

- (c) Insurance to cover claims related to mold
- (d) Work person's compensation insurance and fidelity bonds for anyone who handles or is responsible for funds held or administered by the owners association.
- (e) The Stagecoach Heights Condominium Trust and the Unit Owners of the Stagecoach Heights Condominium, in regard to the Insurance Coverage's listed in this Section 7, hereby waive all right to subordination against Stagecoach Heights Realty, LLC, the Developer of Stagecoach Heights Condominium. Stagecoach Heights Realty, LLC, with regard to the Insurance Coverage's listed in Section 7 hereby waives all right to subordination against the Stagecoach Heights Condominium Trust and the Unit Owners.

**SECTION 8. Repair or Reconstruction After Fire or Other Casualty.** In the event of damage to or destruction of the Common Elements or to the Units as a result of fire or other casualty, the Board of Trustees shall arrange for the prompt repair and restoration of the Common Elements and the Units to the extent of the coverage of the Master Insurance Policy, and the Board of Trustees shall disburse the proceeds of all

insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Trustees may assess all the Unit Owners for such deficit and for a completion bond for such deficit as part of the common charges. The terms of the Section 7 (a) and (b) regarding deductibles and changes in same shall apply to property insurance as well.

If there shall have been a repair or restoration pursuant to the first paragraph of this Section 8, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds shall be added to the Condominium's reserve fund, or, at the option of the Board of Trustees, divided among all the Unit Owners in proportion to their respective common interest after first paying out of the share due each Unit Owner such amounts as may be required to reduce unpaid liens on such Unit in the order of priority of such liens.

Notwithstanding the foregoing, if as a result of fire or other casualty the loss exceeds (10%) percent of the value of the Condominium prior to the casualty, and:

- (A) If at least seventy-five (75%) percent of the Unit Owners and at least fifty-one (51%) percent of the holders of first mortgages on the Units do not agree within 120 days after the date of casualty to proceed with repair or

restoration, the Condominium including all Units, shall be subject to partition upon suit of a Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement is filed. The net proceeds of the 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 of the Condominium. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A as amended of the Massachusetts General Laws; or

- (B) If at least seventy-five (75%) percent of the Unit Owners of the Condominium and at least fifty-one (51%) percent of the holders of first mortgages of the Units agree to proceed with necessary repair or restoration, the cost of the rebuilding, 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 Superior Court Department of the Trial Court of Middlesex County, after giving notice to the Board of Trustees as the Court shall direct, for an order directing the purchase of his Unit by the Board of Trustees at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense of the Condominium.

SECTION 9. Maintenance and Repair:

- (A) All maintenance and repairs to any Unit other than to the Common Elements contained therein, shall be done by the Unit Owner at the Unit Owner's expense, excepting as otherwise provided specifically herein.
- (B) All maintenance, repairs and replacements to the Common Elements of the Condominium as defined in the Master Deed shall be made by the Board of Trustees and shall be charged to all the Unit Owners as a common expense, excepting to the extent that the same are necessitated due to the negligence, misuse or neglect of the Unit Owner, any occupants of the unit, their guests, agents and employees, in which case such expense shall be charged to such Unit Owners.

SECTION 10. Steps, Patios, Decks, Balconies and Attics: Steps, a patio, deck, balcony or attic to which there is direct access from the interior of a Unit, shall be for the exclusive use of the owners and occupants of such Unit. Any such step, patio, deck or balcony shall be kept free and clear of snow, ice and any other accumulation by the owner of such Unit. The owner of such unit shall also make all repairs to such step, patio, deck, balcony or attic for damages thereto caused or permitted by his negligence, misuse or neglect or the negligence, misuse or neglect of any occupants of the Unit, their guests, agents or employees. All other repairs in, to or with respect to such patio, deck, balcony or attic shall be made by the Board of Trustees, and the cost thereof shall be a common expense of the Condominium.

SECTION 11. Restrictions on Use of Units: In order to provide for congenial occupancy of the Property and for the protection of the Unit Values, the use of the Property shall be restricted to single family housing governed by the following restrictions:

- (A) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Unit as single family housing.
- (B) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.
- (C) **No more than 4 adult inhabitants or 2 adults and 2 children, in the case of a family, shall occupy any one two bedroom style Unit. No more than Six adult inhabitants, or 3 adults and 3 children or 2 adults and 4 children shall occupy any one three bedroom style Unit.**
- (D) No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the property shall be

eliminated, by and at the expense of the Unit Owners or the Board of Trustees, which shall have the obligation to maintain or repair such portion of the Property.

(E) All leases of Units shall be in writing and for at least thirty (30) days and subject specifically to the provisions of the Master Deed, Trust and constituent documents as they are amended from time to time, a copy of said lease shall be supplied to the Board of Trustees prior to the execution of said lease.

SECTION 12. Improvements:

- (A) If fifty (50%) percent or more but less than seventy-five (75%) percent of the Unit Owners of the Condominium agree to make an improvement to the Common Elements, the cost of such improvement shall be borne solely by the Unit Owners so agreeing.
- (C) Seventy-five (75%) percent or more of the Unit Owners of the Condominium may agree to make an improvement to the Common Elements and assess the cost thereof to all Unit Owners as a common expense, but if such 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 Superior Court Department of the Trial Court for Middlesex County, on such notice to the Board of Trustees as the

court shall direct, for an order directing the purchase of his Unit by the Board of Trustees at the fair market value thereof as approved by the court. The cost of any such purchase shall be a common expense of the Condominium.

SECTION 13. Additions, Alterations or Improvements by Unit Owners:

No unit owner shall make any structural addition, alteration, or improvement in or to the Unit, without the prior written consent thereto of the Board of Trustees. The Board of Trustees shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in



such Unit Owner's Unit, within thirty (30) days after such request; however, failure to do so within the stipulated time shall not constitute a consent by the Board of Trustees to the proposed addition, alteration or improvement. Any application to any department of the Town of Hopkinton or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Board of Trustees only. The Board shall not be liable, however, to any contractor, subcontractor, material person or other person for personal injury or property damage arising from such addition, alteration or improvement. The provisions of this Section 13 shall not apply to Units owned by the Developer until such Units shall have been sold by the Developer and for which payment has been received.

SECTION 14. Use of Common Elements: A Unit Owner shall not place or cause to be placed in or on Common Elements other than a patio, deck, balcony or attic to which such Unit Owner has direct access, any furniture, packages or objects of any kind.

SECTION 15. Right of Access: A Unit shall grant a right or access to the Unit to the manager and/or the managing agent and/or any other person authorized by the Board of Trustees, the manager or the managing agent, for the purpose of making inspection or for the purpose of correcting any conditions originating in his/her Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other

Common Elements in the Unit or elsewhere in the Building in which the Unit is located, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section 15, any costs for repairs shall be borne in accordance with the provisions of Section 9 of this Article.

SECTION 16. Rules of conduct: Rules and regulations concerning the use of the Units and the Common Elements may be promulgated and amended by a majority vote of the Board of Trustees. Amendments to the rules and regulations shall be exempt from the requirements of Article XIII of this Trust and shall become effective upon the recording of the same provided that the terms of this Article VII Section 16 are complied with. A majority vote of Unit Owners at a meeting held in compliance with Article IV of this Trust may over-rule the Board. Copies of such Rules and Regulations shall be furnished by the Board of Trustees to each Unit Owner prior to the time when the same shall become effective. Initial Rules and Regulations, which shall be effective until amended by the Board of Trustees are annexed hereto and made a part hereof as Schedule A.

SECTION 17. Electricity, Gas and Water Charges: Electricity, gas, water and sewer shall be supplied by the public utility company serving the area directly to each Unit through a separate meter and each Unit Owner shall be required to pay the bills for electricity, gas, water and sewer consumed or used in the Unit.

#### ARTICLE VIII

#### MORTGAGES

SECTION 1. Notice to Board of Trustees: A Unit Owner who mortgages his/her Unit, shall notify the Board of Trustees of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Trustees; the Board of Trustees shall maintain such information in a book entitled "Mortgages of Units".

SECTION 2. Notice of Unpaid Common Charges: The Board of Trustees, whenever so requested in writing by a mortgagee of a Unit, shall report or cause to be reported promptly any then unpaid common charges due from, or any other default by, the owner of the mortgaged Unit.

SECTION 3. Notice of Default: The Board of Trustees, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address have been furnished theretofore to the Board of Trustees.

SECTION 4. Examination of Books: Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, with reasonable notice, on business days.

SECTION 5: Other Notices: Holders, insurers and guarantors of the mortgage on any unit shall also be entitled to notice upon any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage; a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the trust; any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

#### ARTICLE IX

##### SALES, LEASES AND MORTGAGES OF UNITS

SECTION 1. Sales and Leases: No Unit Owner other than the Developer may sell or lease his/her Unit or any interest therein except by complying with the following provisions:

- (A) The other provisions of these By-Laws notwithstanding, a Unit Owner may, without the consent of the Board of Trustees, and without compliance with this Section, license to another Unit Owner the use of any space for parking with respect to which the Unit Owner has the exclusive right, such license to be upon such terms and conditions as the Unit Owner shall desire, provided that it expires automatically upon the sale of the Unit owned by either the licensor or licensee, and provided further that notice of such license is given promptly to the Board of Trustees.

SECTION 2. No Severance of Ownership: No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to a Unit without including therein the rights in the Common Elements ("Appurtenant Interests"), it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be mentioned expressly or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or disposed of otherwise, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interest of all Units.

SECTION 3. Financing of Purchase of Units by Board of Trustees: Acquisition of Units by the Board of Trustees may be made from the working capital and common charges held by the Board of Trustees, or if such funds are insufficient, the Board of Trustees may levy an assessment against each Unit Owner in proportion to ownership in the Common Elements, as a common charge, which assessment shall be enforceable in the same manner as provided in Sections 4 and 5 of Article VII, or the Board of Trustees, in its 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 Interest, so to be acquired by the Board of Trustees.

SECTION 4. Exceptions: The provisions of Section 1 (a) of this Article IX shall not apply with respect to any sale, conveyance, gift or devise by a Unit Owner of the Unit, together with the Appurtenant Interests, to a spouse or children or to parents, brothers, sisters, or to a Unit owned by the Developer, or to the acquisition or sale of a Unit, and the Appurtenant Interest, by a mortgagee acquiring title to the Unit by foreclosure or by deed in lieu of foreclosure. The provisions of this section shall apply, however, with respect to any purchaser of such Unit from such mortgagee.

SECTION 5. Notices: In cases where Unit Owner rents a unit to a tenant, the owner of said Unit shall designate a person or entity who shall oversee the maintenance and repair of said unit. At the commencement of any tenancy, the Unit Owner shall notify the tenant and the Trust, in writing, of the name and telephone number of said person or entity and shall notify the tenant, in writing, of the name and telephone number of the person or entity designated to oversee maintenance and repair of the common area. The Unit Owner shall notify the tenant and the Trust, in writing, whenever there is a change in the person or entity designated to oversee maintenance or repair of the unit, and shall notify the tenant, in writing, that the Unit Owner is notified of a change in the person or entity designated to oversee maintenance and repair of the common areas.

SECTION 6. Waiver of Right of Partition with Respect to Such Units as Are Acquired by the Board of Trustees: In the event that a Unit shall be acquired by the Board of Trustees, all Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

## ARTICLE X

### CONDEMNATION

If more than ten (10%) percent of the Condominium is taken under the power of eminent domain, the taking shall be treated as a "casualty loss", and the provisions of Section 17 of Chapter 183A as amended of Massachusetts General Laws shall apply. Where one or more Units has been altered substantially or rendered uninhabitable as a result of a partial taking, and the Unit Owners vote to restore and continue the Condominium pursuant to the provisions of Section 17 of said Chapter 183A, the Board of Trustees shall have the authority to acquire the remaining portions of such Units, for such price as the Board of Trustees shall determine, provided that any Unit Owner of such remaining portion who does not agree with such determination may apply to the Superior Court of Middlesex County on such notice to the Board of

Trustees as the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court. Where as a result of a partial taking any Unit is decreased in size or where the number of Units is decreased by a partial taking, then the Board of Trustees may make such provision for realignment of the percentage in the Common Elements as shall be just and equitable.

In the event of a total or partial taking under the powers of eminent domain, the Unit Owners shall be represented by the Condominium acting through the Board of Trustees. Each Unit Owner appoints the condominium acting through the Board of Trustees as an attorney in fact for the above purposes and each deed, mortgage, other evidence or obligation or other instrument affecting a unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of and a consent to this power of attorney. In the event of a partial taking, the award shall be allocated to the respective Unit Owners according to their undivided interest in the Common Elements, except as to such portion or portions of the award which are attributable to direct or consequential damages suffered by particular Units, which shall be payable to the owners of such Units or their mortgagees as their interests may appear. In the case of a total taking of all Units and the Common Elements, the entire award shall be payable to the Board of Trustees and distributed to the Unit Owners in accordance with their respective percentage interests in the Common Elements or to their mortgagees or holders of other encumbrances of record as their interests may appear.

#### ARTICLE XI

##### RECORDS

The Board of Trustees or its managing agent shall keep detailed records of the actions of the Board of Trustees and the managing agent, minutes of the meetings of the Board of Trustees, minutes of the meeting of the Unit Owners, and financial records and books of account of the Condominium, including a chronological listing of

receipts and expenditures as well as a separate account for each Unit, which, among other things, shall contain the amount of each assessment of common charges against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. An annual report of the receipts and expenditures of the Condominium shall be rendered by the Board of Trustees to all Unit Owners promptly after the end of each fiscal year. Copies of the Master Deed, this Trust, Rules and Regulations and site and as-built plans of the Building and Units, as the same may be amended from time to time, shall be maintained at the office of the Board of Trustees and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours and upon reasonable notice.

## ARTICLE XII

### MISCELLANEOUS

SECTION 1. Invalidity: The invalidity of any part of these By-Laws/Declaration of Trust shall not impair or affect in any manner the validity, enforceability or effect of the balance of said By-Laws/Declaration of Trust.

SECTION 2. Captions: The captions herein are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope of these By-Laws/Declaration of Trust, or the intent of any provision thereof.

SECTION 3. Gender: The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, wherever the context so requires.

SECTION 4. Waiver: No restriction, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches thereof which may occur.

SECTION 5. Signs: No sign, plaque or communication of any description shall be placed on the exterior of any Unit or Common Element, by either a Unit Owner or the Board of Trustees, nor shall any "For Sale", "For Rent", or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the property or in any Unit therein, except as permitted in Paragraph 11 of Schedule A to the Condominium Trust. No Unit shall be used or rented for transient, hotel or motel purposes.

SECTION 6. Right of Action: Any aggrieved Unit Owner shall have an appropriate right of action against Unit Owners or the Board of Trustees for failure to comply with the provisions of these By-Laws, constituent documents or the decisions of the Board of Trustees made pursuant thereto.

SECTION 7. Rubbish Removal: The Town of Hopkinton shall not have any responsibility for the removal of rubbish from the condominium. It shall be the responsibility of the condominium to make all arrangements for such removal.

SECTION 8. Snow Removal: Snow plowing shall begin when there is a three (3) inch snow cover and shall be continued until the storm stops. All drives and streets shall be completely plowed. It shall be the responsibility of the Condominium to make all arrangements for snow removal. The Town of Hopkinton shall not have any responsibility for plowing of snow.

SECTION 9. Roads, Driveways and Other Facilities: All roads and driveways shall be maintained in such a manner as to provide access by fire fighting equipment to all buildings and structures at all times. All roads, driveways, parking areas, utilities and other condominium facilities shall be fully maintained and operated by the Condominium Trust. The Town of Hopkinton shall not have any responsibility for maintenance of roads and driveways.



SECTION 10. Notices: The Unit Owners and the Trust shall provide such notices as are required by M.G.L., c.183A, Section 4 as that section may be amended from time to time.

### ARTICLE XIII

#### AMENDMENTS AND TERMINATION

SECTION 1. The Trustees, with the consent in writing of Unit Owners entitled to **sixty-seven percent (67%)** of the beneficial interest hereunder, may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent. The Trustees must first, however, be duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change shall be valid or effective: (a) which is made without the consent of the Developer prior to the date on which the Developer ceases to be entitled to five percent (5%) of the beneficial interest hereunder; (b) according to the purport of which the percentage of the beneficial interest hereunder of any Unit Owners would be altered, other than by consent of all the Unit Owners, or in any manner or to any extent whatsoever modified or affected so as to be different, than the percentage of the individual interest of such Unit Owner in the Common Elements as set forth in the Master Deed, as amended. Nothing herein, however, shall affect the Developer's right to add additional phases and thereby affect the percentage interest in the Common Elements to which any Unit is entitled, all as more specifically set forth in Section 19 of the Master Deed; or (c) which would render this Trust contrary or inconsistent with any requirement or provisions of said Chapter 183A. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this Section shall become effective upon the recording with the Middlesex South District Registry of Deeds of an instrument of amendment, alteration, addition, or change, as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds, by 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 all prerequisites to the validity of such amendment, alteration, addition or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons, and for all other purposes.

The consent of the Owners of Units to which at least sixty-seven percent (67%) of the votes in the Trust are allocated, as well as the consent of eligible mortgage holders of mortgages on units representing at least fifty-one percent (51%) of the votes of Unit estates that are subject to mortgages, shall be required to add or amend any material provisions of the documents of the Condominium which establish, provide for, govern or regulate any of the following:

- (a) Voting rights;
- (b) Increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens;
- (c) reductions in reserves for maintenance, repair and replacement of common elements;
- (d) responsibility for maintenance and repairs;
- (e) re-allocation of interests in the general or limited common elements, or rights to their use;
- (f) re-definition of any unit boundaries;
- (g) convertibility of units into common elements or vice versa;
- (h) expansion or contraction of the project, or the addition, annexation, or withdrawal of property to or from the project;
- (i) hazard or fidelity insurance requirements;
- (j) imposition of any restrictions on the leasing of units;
- (k) imposition of any restrictions on a unit owner's right to sell or transfer his or her unit; **provided, however, that "Affordable units" of the Condominium, so-called, shall be subject to the terms of the so-**

**called "New England Fund" of the Federal Home Loan Bank Board, including, but not limited to, the requirement of owner occupancy for such units which shall be monitored by the Condominium Trust.**

- (l) a decision by the Trust to establish self-management if professional management had been required previously by the project documents or by an eligible mortgage holder;
- (m) restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the documents; or
- (n) any provisions that expressly benefit mortgage holders, insurers or guarantors.

The provisions of Sub-paragraphs (e) and (h) shall not apply to the Developer's reserved right to add additional phases as described herein. The Master Deed and the Condominium Trust shall not be altered, amended or otherwise changed if such alteration or amendment will, in any manner, disqualify mortgages of Units in the Condominium for sale to public, quasi public or private entities as listed below. All provisions of this Condominium Trust and the Master Deed shall be construed so as to qualify any such mortgages for sale to public, quasi public or private entities listed below.

Notwithstanding anything to the contrary in this Declaration of Trust, The Board of Trustees specifically reserves the right and power to record a special amendment ("Special Amendment") to the Declaration of Trust at any time and from time to time which amends 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 Administration, the Veterans Administration, or any other 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 entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering unit ownership.

SECTION 2. Except to the extent that Chapter 183A requires a greater percentage of unit owners' and/or mortgagee's consent, any action to terminate the legal status of the condominium after substantial destruction or condemnation occurs, shall be agreed to by Unit Owners who represent at least sixty-seven (67%) percent of the total allocated votes in the Trust, and by eligible mortgage holders who represent at least fifty-one (51%) percent of the units that are subject to mortgages held by eligible holders. In addition, the condominium shall not be terminated for reasons other than condemnation or substantial destruction of the property without the approval of the eligible mortgage holders representing at least sixty-seven (67%) percent of the mortgaged units. For purposes of this paragraph, implied approval shall be presumed when an eligible mortgage holder fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt requested."

For purposes of this Article, an eligible mortgage holder shall be a holder of a first mortgage on a unit who has submitted a written notice to the Trust to notify them on any proposed action requiring the consent of a specified percentage of eligible mortgage holders.

SECTION 3. Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of said Chapter 183A as amended, 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 of the Trustees and obligations of the Trust and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them which shall be conclusive, all other property then held by them in trust hereunder to the Unit Owners, according to their respective percentage of beneficial interest, as shown in the Master Deed. In making any sale under the provisions of this Section 3, the Trustees shall have the power to sell or vary any contract of sale and to resell

without being answerable for loss, and, for said purposes, to do all things, including the execution and delivery of instruments, as may, by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of trust property may have passed.

#### ARTICLE XIV

##### CONFLICTS

This declaration of Trust is set forth to comply with the requirements of Chapter 183A of Massachusetts General Laws. If any provisions herein conflict with the provisions of said statute, the Master Deed, or the Declaration of Easements recorded in the Middlesex South District Registry of Deeds, the provisions of said statute, the Master Deed, or the Declaration of Easements, as the case may be, shall control.

#### ARTICLE XV

##### RULES AND REGULATIONS

The Rules and Regulations for The Village at Stagecoach Heights Condominium which are binding upon all present and future owners, mortgagees, lessees, and occupants of Units and their employees and any other persons who make use of the facilities of the property in any manner, and are attached hereto as Schedule A and incorporated herein by reference.

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

Lawrence J. Doane

Lawrence J. Doane, as Trustee  
of The Village at Stagecoach Heights Condominium  
Trust and not individually

Richard E. Terrill

Richard E. Terrill, as Trustee  
of The Village at Stagecoach Heights Condominium  
Trust and not individually

Paul J. Beattie

Paul J. Beattie, as Trustee  
of The Village at Stagecoach Heights Condominium  
Trust and not individually

COMMONWEALTH OF MASSACHUSETTS

Malden, ss.

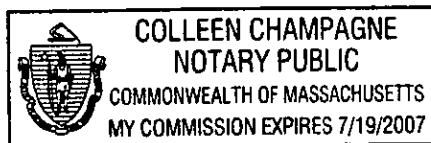
August 8, 2006

On this 8<sup>th</sup> day of August, 2006 before me, Colleen Champagne the undersigned Notary Public, personally appeared \* proved to me through satisfactory evidence of Identity, which was a driver's license to be the person(s) whose name(s) are signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\* LAWRENCE J. DOANE  
RICHARD E. TERRILL  
PAUL J. BEATTIE

Colleen Champagne

Notary Public  
My Commission Expires



SCHEDULE A  
TO  
THE VILLAGE AT STAGECOACH HEIGHTS CONDOMINIUM TRUST  
RULES AND REGULATIONS FOR THE VILLAGE AT STAGECOACH HEIGHTS  
CONDOMINIUM

1. No part of the Property shall be used for any purpose except housing and the common recreational purposes for which the property was designed. Each Unit shall be used as a residence for a single family, its servants and guests, as provided in Article VII Section 11 of the Trust. No Unit or any portion thereof may be used as a professional office or for any other business purpose whether or not accessory to a residential use.

2. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board of Trustees except as provided expressly in the Trust or the provisions herein. Each Unit Owner shall be obligated to maintain and keep in good order and repair the Unit in accordance with the provisions of the Trust.

3. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of any Buildings, or contents thereof, without the prior written consent of the Board of Trustees. No Unit Owner shall permit anything to be done or kept in the Unit or in the Common Elements which will result in the cancellation of insurance on any of the Common Elements or Units, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

4. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a building and no sign, awning, canopy, shutter or radio, or television antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on any window, without prior consent of the Board of Trustees. Television antennae will be permitted within the confines of the attic. Unit Owners shall also not cause or permit a window air conditioner to be installed, without prior written consent of the Board of Trustees. If a Unit has a porch installed on the appurtenant Deck, screens may be purchased by the Unit Owner subject to Board of Trustee consent as the size, style and color to insure uniformity throughout the Condominium.

5. Dogs, cats or other household pets may be kept in Units provided that they are not kept, bred or maintained within the Unit for any commercial purpose. Any such pet causing or creating a nuisance or unreasonable disturbance, noise or odor shall be permanently removed from the Condominium upon five (5) days written notice from the Board of Trustees. In no event shall any pet be permitted on any portion of the Common Elements unless carried or on a leash. Pet owners are responsible for picking up and properly disposing of their animals' droppings.

6. No noxious or offensive activity shall be carried on in any Unit, or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No gun or weapon of any kind may be used. No Unit Owner shall make or permit any disturbing noises in the Common Elements or Units by the Unit Owner or the family, servants, employees, agents, visitors and licensees of such owner, nor do or permit anything by such persons that will interfere with the rights, comfort or convenience of other Unit Owners. No Unit Owner shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set or radio (or other sound transmitting equipment) in the



premises between the hours of eleven o'clock P.M. and the following eight o'clock A.M. if the same shall disturb or annoy other occupants of the buildings. No Unit Owner shall conduct or permit to be conducted, vocal or instrumental practice nor give nor permit to be given vocal or instrumental instruction at any time.

7. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of any Building or which would change the structure of any Buildings.

8. No clothes, sheets, blankets, laundry, or similar articles shall be hung out of a unit or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

9. Except in recreational areas or storage areas, if any, designated as such by the Board of Trustees there shall be no playing, lounging or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, or chairs, on any part of the Common Elements except that patios, decks, and balconies may be used for their intended purposes. Storage by owners in areas designated by the Board of Trustees shall be at the Owner's risk.

10. For safety reasons, Unit Owners shall not shut off circuit breakers for outside lighting around the exterior of the units. Light bulbs for outside lighting will be provided by the management company.

11. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, maintained or permitted on any part of the Property, nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any Unit

therein nor shall any Unit be used or rented for transient, hotel, or motel purposes. The right is reserved by the Developer and the Board of Trustees or its agents, to place at the entrance of a unit "For Sale", "For Rent" or "For Lease" signs for any unsold or unoccupied Units, and the right is given hereby to any mortgagee, who may become the owner of any Unit, to place such signs for any Unit owned by such mortgagee, but in no event will any sign be larger than one foot (1') by two feet (2').

12. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board of Trustees.

13. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Trustees.

14. Each Unit Owner shall keep the Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, any dirt or other substances.

15. All radios, television or other electrical equipment of any kind or nature installed or used in each Unit shall comply fully with all Rules and Regulations, requirements of the Board of Fire Underwriters and the public authorities having jurisdiction. The Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit.

16. The agents of the Board of Trustees, or the managing agent, and any contractor or workman authorized by the Board of Trustees or the managing agent, may enter any room or Unit in the buildings at any reasonable hour of the day after twenty-four (24) hours notification (except in case of emergency) for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for

the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insect or other pests.

**Trash shall always be removed by private hauling companies only and not by the Town of Hopkinton.**

17. No garbage cans shall be placed in the halls or on the staircase landings, nor shall anything be hung from the windows, porches, decks or balconies or placed upon the window sills, with the exception of potted plants. Nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, porches, decks or balconies.

18. Each unit owner shall purchase and maintain at least one (1) plastic trash barrel (with wheels) and place the unit address and number to which the barrel appertains in 3 inch black printed Letters in Permanent Ink on the top exterior side of the barrel (s). Trash is to be deposited in plastic bags, sealed securely and placed in the barrel (s) and the barrel wheeled to an area designated by the Board of Trustees for disposal or pick-up. The barrel (s) must be returned to the unit or the area under the deck to which the barrel appertains within one (1) hour of the disposal or pickup. If the barrel (s) are left out longer than one (1) hour the Trustees are empowered to charge the unit to which the barrel appertains a \$5.00 penalty/fine for each such occurrence. The Trustees shall have the power to alter the rules regarding trash collecting and disposal provided, however, that once instituted or altered by the Developer appointed Board of Trustees No Change in the rules shall occur until the last Developer appointed Trustee resigns from the Board of Trustees.

19. Designated outdoor parking spaces shall be used only to park automobiles with currently valid registrations, and specifically may not be used to park trucks, commercial vehicles, trailers or boats. Outdoor parking is strictly limited to parking spaces appurtenant to specific units and such other parking spaces as may

from time to time be designated by the Trustees of The Village at Stagecoach Heights Condominium Trust, and outdoor parking elsewhere is prohibited.

20. No porch, deck or balcony shall be decorated, enclosed or covered by any awning or otherwise without the consent in writing of the Board of Trustees.

21. No Unit Owner or occupant or any of his agents, servants, employees, licensees or visitors shall, at any time, bring into or keep in the Unit any flammable, combustible or explosive fluid, material, chemical or substance.

22. If any key or keys are entrusted by a Unit Owner or occupant or by any member of his/her family or by his/her agent, servant, employee, licensee or visitor to an employee of the Board of Trustees whether for such Unit or automobile, truck or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board of Trustees shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

23. The Board of Trustees or its designated agent, may retain a pass key to each Unit. No unit Owner shall alter any lock or install a new lock or a knocker on any door of a Unit without the written consent of the Board of Trustees. In case such consent is given, the Unit Owner shall provide the Board of Trustees or its agent, with an additional key pursuant to its right of access to the Unit.

24. The color of the portion of draperies, blinds, curtains or shutters visible from the exterior shall conform to the standard specified by the Board of Trustees. The current standard is white.

25. The Board of Trustees shall promulgate, from time to time, a list of services, conveniences and firms such as dry-cleaners, launderers, milk deliveries, repair persons, etc. who are authorized to do business on the Property. No other such individuals or firms shall be authorized on the Property without the approval of the Board of Trustees.

26. No petroleum products may be added to or removed from any internal combustion engine within any Unit exclusive area or common area of the condominium.

27. Only low sodium no phosphate fertilizers and calcium chloride deicing agents will be used on the common areas of the Condominium.

28. The Town of Hopkinton shall not have responsibility for maintenance of the roads and driveways of the condominium.

Snow shall not be dumped or plowed into wetlands areas.

29. It shall be the responsibility of the Stagecoach Heights Condominium Trust to enforce the occupancy provisions of those units designed as "Affordable Units".

30. It shall be the responsibility of the Stagecoach Heights Condominium Trust for maintenance of the Storm Water System Operation and Maintenance Plan pursuant to the Orders of Conditions issued by the Hopkinton Conservation Commission for this Project.

31. The existing trees on Condominium Common Areas which provide natural screening along the lot lines with adjacent properties shall not be disturbed. If any such disturbance occurs to this natural screening, the Condominium Trust shall plant arbor vitae of no less than 4 feet in height to provide screening of adjacent properties. The location and type of trees planted shall be subject to the approval of the Town of Hopkinton Design Review Board. Applicant shall include in each of the deeds of the units no-cut restriction to protect the non-disturbance area. Such restriction shall be for the benefit of the Town of Hopkinton.

32. Subject to the terms of the Comprehensive Special Permit Decision issued by the Town of Hopkinton Zoning Board of Appeals dated December 15, 2004 recorded and with the Middlesex South Registry of Deeds at Book 44686 Page 1. Said Permit Terms cannot be revised without the written permission of the Hopkinton Zoning Board of Appeals.

33. Restriction that trash shall always be removed by private hauling companies only and not by the Town of Hopkinton.

34. Restriction that prior to the issuance of any certificate pursuant to G.L.c. § 6(d)(commonly) referred to as a "6D Certificate"), for affordable units, so called, the Condominium Association shall first obtain a notarized statement signed under the pains and penalties of perjury from at least one owner of record, or in the case of an anticipated conveyance, sale or transfer of such unit, from at least one intended grantee, that said present owner of record or intended grantee of record as the case may be, (1) acknowledges receipt of a copy of the Master Deed containing the restrictions of use, (2) states that he or she shall comply with the Master Deed Restrictions of use, (3) states that he or she is an individual who meets the income limits applicable to the unit, and (4) states that he or she shall occupy such unit during the entire period that he or she holds record title thereto; and further, that said Master Deed and Bylaws shall require that all 6D Certificates shall state on their face that such affidavit shall be required to be recorded in the appropriate Registry of Deeds with such 6D Certificate to have effect.

35. Prohibition against the installation and use of garbage grinders in said Condominium units.

36. Walls and Fences on the Property of the Condominium shall be maintained by the Condominium in perpetuity.

37. Restrictions that none of the basements in the Project may be converted to a bedroom as that term is defined in Title 5 of the State Environmental Code.  
310 CMR 15.002
38. Not less than thirty (30%) percent of the Site shall be reserved as Common Area. The Common Area Open Space areas shall be subject to enforceable, perpetual restrictions requiring that they maintained in their natural state. Such restrictions must be included in each unit deed in the Condominium. The Condominium Trust shall plant arbor vitae of no less than 4 feet in height to provide screening if adjacent properties. The location and type of tree to be planted shall be subject to a no-cut restriction to protect the non-disturbance area. Such restriction shall be for the benefit of the Town of Hopkinton. Not less then thirty (30%) percent of the Site shall be reserved as Common Area Open Space.
39. Not Less than thirty (30%) percent of the site shall be reserved as Common Area Open Space. The Common Area Open Space areas shall be subject to enforceable, perpetual restrictions requiring that they be maintained in their natural state. Such restrictions must be included in each unit deed in the Condominium and are subject to the prior approval of the Board.

Approved by the following constituting a majority of the Board of

Trustees:

Lawrence J. Doane  
Lawrence J. Doane, as Trustee of The  
Village at Stagecoach Heights Condominium  
Trust and not individually

Richard E. Terrill  
Richard E. Terrill, as Trustee of The  
Village at Stagecoach Heights Condominium  
Trust and not individually

Paul J. Beattie  
Paul J. Beattie, as Trustee of The  
Village at Stagecoach Heights Condominium  
Trust and not individually

COMMONWEALTH OF MASSACHUSETTS

Matthew, ss.

August 8, 2006

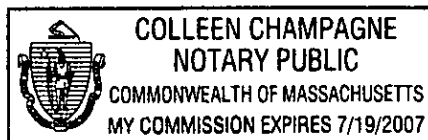
On this 8th day of August, 2006 before me, Colleen Champagne the undersigned Notary Public, personally appeared \* [Signature] proved to me through satisfactory evidence of Identity, which was a driver's license to be the person(s) whose name(s) are signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\* LAWRENCE J. DOANE  
RICHARD E. TERRILL  
PAUL J. BEATTIE

Colleen Champagne  
Notary Public

My Commission Expires:

Condocod/dectrust7



Colleen Champagne  
Notary Public