



DECLARATION OF TRUST

AND RULES AND REGULATIONS

OF

OLDE CANAL VILLAGE CONDOMINIUM TRUST

ARTICLE I

Name of Trust

The trust hereby created shall be known as the OLDE CANAL VILLAGE CONDOMINIUM TRUST (hereinafter referred to as the "Trust"), and, so far as legal, convenient and practicable, all business carried on by the Trustees shall be conducted and all instruments in writing by the Trustees shall be executed.

ARTICLE II

The Trust Purposes

Section 2.1 Unit Owner's Organization. All of the rights and powers in and with respect to the common areas and facilities of OLDE CANAL VILLAGE CONDOMINIUM (hereinafter referred to as the "Condominium") established by a Master Deed recorded herewith (hereinafter referred to as the "Master Deed") which are by virtue of the Massachusetts General Laws, Chapter 183A (hereinafter referred to as "Chapter 183A") conferred upon or exercised by the organization of Unit Owners of said Condominium, and all property real and personal, tangible and intangible conveyed to the Trustees hereunder shall vest in the Trustees of this Trust, in trust, to exercise, manage, administer, and dispose of the same and to receive the income thereof for the benefit of the owners of record from time to time of the Units of the Condominium (hereinafter referred to as the "beneficial interest") set forth in Article IV hereof and in accordance with the provisions of Section 10 of Chapter 183A for the purposes therein set forth. The provisions of this Declaration of Trust shall automatically become applicable to property which may be added to the Condominium upon this recording of an Amendment to the Master Deed submitting such additional property to the provisions of Chapter 183A of the Massachusetts General Laws.

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

39/01

2
ARTICLE III

The Trustees

Rev1 Section 3.1 Number of Trustees. There shall be at all times five (5) Trustees hereunder. Terms begin and end with the filing at the Massachusetts Registry of Deeds of all changes to the Board of Trustees.

Section 3.1.1 Term. The term of each Trustee, under Section 3.1 of this Trust, shall be for three years and shall end at the annual meeting (or special meeting in lieu thereof) at which such Trustee's successor is due to be appointed, except that the term of any Trustee appointed to fill a vacancy in an unexpired term shall end when his or her predecessor's term would, but for the vacancy, have ended. Changes to the Board of Trustees shall be made by written instrument executed by the Board and recorded with the Registry of Deeds stating the Trustee's name and address and that said Trustee is being elected or appointed, and containing the Trustee's acceptance of designation duly acknowledged.

Rev1 Section 3.1.2 Vacancies: Appointment and Acceptance of Trustees. If and whenever any Trustee's term is to expire or for any other reason, including, without limitation, removal, resignation, or death of a Trustee, the number of Trustees shall be less than the number established under Section 3.1, a vacancy or vacancies shall be deemed to exist.

(A) A special election or annual election will be held to choose a successor to fill the empty Trustee seat. A notice will be sent to all residents with:

- Trustee's name whose term is expiring
- Who the current candidates are
- A solicitation for additional candidates
- Cutoff date for accepting additional candidates
- Time and location for the election
- Notice that at least fifteen days are allotted

(B) Each vacancy may also be filled at any time by an instrument in writing which sets forth:

- (i) the appointment of a natural person to act as Trustee, signed by any three Unit Owners who certify under oath that Unit Owners entitled to more than fifty percent (50%) of the beneficial interest have voted to make such appointment and
- (ii) the acceptance of such appointment signed and acknowledged by the person appointed.
- (iii) If the Unit Owners have not voted to make such appointments within thirty days

after the vacancy or vacancies first existed, then the remaining Trustees, by an instrument in writing which sets forth

- Rev1
- (a) the name of the person appointed to act as Trustee, signed by a majority of the Trustees then in office (or by the sole Trustee if there be only one therein office) and
 - (b) the acceptance of such appointment signed and acknowledged by the person appointed.
- (C) Any vacancy which shall continue for more than sixty days may also be filled by appointment by an court of competent jurisdiction upon the application of one or more Unit Owners or Trustees with notice to all Unit Owners and Trustees and to such other parties in interest, if any, to whom the court may direct that notice be given.
- (D) Appointments of Trustees shall be effective upon recording with the Registry of Deeds the instrument of appointment and acceptance; and such person shall then become a Trustee and shall be vested with the title to the Trust property jointly with the remaining or surviving Trustee or Trustees without the necessity of any act or transfer or conveyance.

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

Rev1 Section 3.2 Trustee Action. In any manner relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred, the Trustees shall act by majority vote. The Trustees may act in response to an emergency by majority consent of the then present Trustees.

Rev1 Section 3.3 Resignation: Removal. Any trustee may resign at any time by instrument in writing signed and duly acknowledged by that Trustee. Resignations shall take effect upon the recording of such instrument with the Registry of Deeds. Trustees, may be removed, with or without cause by vote of Unit Owners entitled to more than fifty percent (>50%) of beneficial interest hereunder. The vacancy resulting from such removal shall be filled in the manner provided in Section 3.1.2. Any removal shall become effective upon the recording with the Registry of Deeds of a 'certificate of removal signed by a majority of

¹A certificate of removal is not a formal document. Any document that bears the signature of >50% of the beneficial interest will suffice. The document will also include the signature of three (3) Trustees or 3 owners who swear to the validity of the document.

the remaining Trustees in office, or by three (3) Unit Owners who certify under oath that Unit Owners holding more than fifty percent (>50%) of the beneficial interest hereunder have voted such removal.

Section 3.4 Fidelity Bonds. The Condominium Trust shall obtain adequate fidelity insurance and/or fidelity bonds naming the Condominium Trust as the insured at least in the minimum amounts required by the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association, whichever is higher, for all officers, employees and volunteers of the Condominium handling or responsible for Condominium funds. The premium on such bonds and/or insurance shall constitute a common expense. The bonds must provide for at least ten (10) days' written notice to the Owners' Organization or insurance trustee and to all eligible mortgage holders before it can be canceled or substantially modified.

Any professional management firm, retained by the Condominium Trust, must be insured to the same extent as the Condominium Trust managing its own operation and must submit evidence of such coverage to the Trust.

Revl Section 3.5 Compensation of Trustees. With the approval of the Unit Owners holding more than fifty percent (50%) of the beneficial interest hereunder, each Trustee may receive such reasonable remuneration for his services and also additional reasonable remuneration for extraordinary or unusual services, legal or otherwise, rendered by him or her in connection with the Trust hereof all as shall be from time to time fixed and determined by the Trustees, and such remuneration shall be a common expense of the Condominium.

Section 3.6 No Personal Liability. No Trustee shall under any circumstances or in any event be held liable or accountable out of his personal assets or be deprived of compensation by reason of any action taken, suffered, or omitted in good faith or be so liable, accountable, or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of the existence of any personal or adverse interest or by reason of anything except his own personal and willful malfeasance and defaults. Actions taken

- (1) by a successor Trustee after appointment by the Unit Owners and prior to recording of the written instrument required under Section 3.1.2 and
- (2) by the outgoing Trustee after recording of said instrument, in both cases in the good faith belief that such person holds the rights and powers of a Trustee, shall not create any liability for such person beyond that which he or she would have had as a Trustee.

Section 3.7 Trustees May Deal with Condominium. No Trustee shall be disqualified by being a Trustee from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any other

reason), as vendor, purchaser, or otherwise, nor shall any such dealing, contract, or arrangement entered into in respect of this Trust in which any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract, or arrangement by reason of such Trustee's holding office or of fiduciary relation hereby established, provided the Trustee shall act in good faith and shall disclose the nature of his interest before entering into the dealing, contract or arrangement and shall not vote as Trustee to approve the Trust entering into such contracting or dealing.

Section 3.8 Indemnity of Trustees. Each Trustee to the extent stated in Section 3.6, any outgoing and successor Trustee as to actions taken as a Trustee before the person became entitled or after the person ceased to be entitled to exercise the rights and powers of a Trustee, shall be entitled to indemnity both out of the Trust property and by the Unit Owners against any liability incurred by them or any of them in the execution hereof including, without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties, and fines; and, acting by majority, the Trustees may purchase such insurance against liability as they shall determine is reasonable and necessary, the cost of such insurance to be a common expense of the Condominium. Each Unit Owner shall be personally liable for all sums lawfully assessed for their share of any claims involving the Trust property in excess thereof all as provided in Sections 6 and 13 of Chapter 183A. Nothing in this paragraph shall be deemed to limit in any respect the powers granted to the Trustees in this Declaration of Trust.

ARTICLE IV

Beneficiaries and the Beneficial Interest in the Trust

Rev1 Section 4.1 Beneficial Interest. The beneficiaries of this Trust shall be the Unit Owners of Olde Canal Village Condominium. The beneficial interest in this Trust shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium as determined in the Master Deed and as it may be amended from time to time.

Rev1 Section 4.2 Each Unit to Vote by One Person. The beneficial interest of each Unit of the Condominium shall be held and exercised as a Unit and shall not be divided among several owners of any such Unit. To that end, whenever any Unit is owned of record by more than one (1) person, the several owners of such Unit shall (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the right appertaining to such Unit hereunder, and (b) notify the Trustees of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate any one such owner for such purpose.

All rights of a Unit Owner under this Trust may be exercised by written proxy. The Trustees shall make any necessary determinations in their sole discretion as to the validity of proxies.

ARTICLE V

By-Laws

Rev1 This document acknowledges the difference between a resident and a unit owner. Everyone that resides at Olde Canal Village is a "resident" but not every resident is a unit owner. The distinction is significant in that these bylaws may apply differently to each.

These provisions of Article V shall constitute draft revision 1.0 of the By-Laws of the Olde Canal Village Condominium Trust and the organization of Unit Owners/Residents established on March 30, 2000 and hereby.

Vision

Rev1 To create and maintain a condominium community, a fellowship, an environment that is safe, satisfying, enjoyable, harmonious, and affordable through homeowner participation in the governing of itself.

Mission

Rev1 Create, maintain, and continuously improve a formal structure of procedures and processes by which the governing Board of Trustees will direct the activities and operations of the community in support of the Vision statement and to continuously improve the communication between the Board and the Unit Owners/Residents.

Rev1 **Section 5.0 Responsibility of the Board** This community will be operated by the Trustees. The Trustees' roles within this organization will be posted by the Trustees but are subject to change. The Trust may function divided into these groups: Chairman, Operations, Administration, Treasurer, and Secretary.

Section 5.1 Powers of the Trustees The Trustees shall have all the powers and duties necessary for the administration of the offices of the Condominium. Subject to and in accordance with all applicable provisions of said Chapter 183A and the Master Deed, and, without limiting the generality of the foregoing, the Trustees may without the necessity of applying to any court or to the Unit Owners for leave so to do:

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

- (ii) Sell, assign, convey, transfer, exchange and otherwise deal with or dispose of the Trust property, but not the whole thereof, free and discharged of any and all trusts, at public or private sale, to any person or persons for cash or on credit, and in such manner and on such restrictions, stipulations, agreements and reservations as they shall deem proper, including the power to take back mortgages to secure the whole or any part of the purchase price of any of the Trust property sold or transferred by them; execute and deliver any deed or other instruments in connection with the foregoing; and grant permits, licenses and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.
- (iii) Purchase or otherwise acquire title, and rent, lease or hire from others for terms which may extend beyond the termination of this Trust and property or rights to property, real or personal, and own, manage, use and hold such property and such rights;
- (iv) Borrow or in any other manner raise such sum or sums of money or other property as they shall deem advisable in any manner and on any terms, and evidence of indebtedness which may mature at a time or times even beyond the possible duration of this Trust, and execute and deliver any mortgage, pledge or other instrument to secure any such borrowing;
- (v) Enter into any arrangement for the use or occupation of the Trust property, or any part or parts thereof including, without thereby limiting the generality of the foregoing, leases, subleases, easements, licenses or concessions, upon such terms and conditions and with such stipulations and agreements as they shall deem desirable, even if the same extend beyond the possible duration of this Trust;
- (vi) Invest and reinvest the trust property, or any part or parts thereof and from time to time, as often as they shall see fit, change investments, including investment in all types of securities and other property, of whatsoever nature and however dominated, all to such extent as to them shall seem proper, and without liability for loss even though such property or such investments shall be of a character or in an amount not customarily considered proper for the investment of trust funds;
- (vii) Incur such liabilities, obligations and expenses and pay from the principal or the income of the Trust property all such sums as they

shall deem necessary or proper for the furtherance of the purposes of this Trust;

- (viii) Determine whether receipt by them constitutes principal or income or surplus and allocate between principal and income and designate as capital or surplus any of the funds of the Trust;
- (ix) Vote in such manner as they shall think fit any or all shares in any corporation or trust which shall be held as Trust property, and for that purpose give proxies to any person, persons or to one or more of their number, vote, waive any notice or otherwise act in respect of any such shares;
- (x) Deposit any funds of the trust in any bank or trust company, and delegate to any one or more of their number, or to any person or persons, the power to deposit, withdraw and draw checks on any funds of the Trust;
- (xi) Engage in such litigation in the name of and on behalf of the Trust as they deem necessary and proper to further the purposes of this Trust;
- Rev1 (xii) Maintain such offices as they shall deem necessary or proper to engage in business in Massachusetts.
- (xiii) Employ, appoint and remove such agents, managers, officers, lawyers, accountants, brokers, engineers, architects, employees, servants, assistants and counsel as they shall deem proper for the purchase, sale or management of the trust property, or any part or parts thereof or for conducting the business of the Trust. Define the respective duties and fix and pay the compensation of those employed or appointed. The Trustees shall not be answerable for the act and defaults of any such person. The Trustees may delegate to any such agent, manager, officer, board, broker, engineer, architect, employee, servant, assistant or counsel any or all of their powers (including discretionary powers, except that the power to join in amending, altering, adding to, terminating or changing this Declaration of Trust and the Trust hereby created shall not be delegated) all for such times and purposes as they shall deem proper. Without hereby limiting the generality of the foregoing, the Trustees may designate from their number a Chairman, a Treasurer, and a Secretary, and may from time to time designate one or more of their own number to be the Managing Trustees for the management and administration of the Trust property and the business of the Trust, or any part or parts thereof. The Trustees may

also from time to time identify and appoint a recording secretary who is not then a Trustee;

- Rev1 (xiv) Impose charges for the late payment of common expense assessments or other charges and to levy reasonable fines, including a system of progressive fines for repetitive violations, for violations of the Master Deed, Trust, By-Laws, Restrictions or Rules and Regulations of OLDE CANAL VILLAGE CONDOMINIUM; Fines, including a schedule for progressive fines must be posted to the "Schedule of Charges" or are otherwise invalid.
- Rev1 (xv) Generally, in all matters not herein otherwise specified, control and do each and everything necessary, suitable, convenient, or proper for the accomplishment of any of the purpose of the Trust or incidental to the powers herein or granted to the Trust by the provisions of Chapter 183A. The Trust shall manage and dispose of the Trust property as if the Trustees were the absolute owners thereof and do any and all acts, including the execution of any instruments, subject to 75% (beneficial interest) approval of the unit owners.
- Rev1 **Section 5.2 Maintenance and Repair of Units.** The Unit Owners shall be responsible for the property maintenance and repair of their respective Units including, without limitation, interior finish walls, ceilings, and floors and interior window trim, doors, door frames and interior door trim. Exterior doors (front entrance, deck doors, and garage doors) must also be maintained by the unit owner in accordance with the "standards" for the building ascetics as determined by the Trustees. The appearance of all units must be uniform and must conform to the standards. If the Trustees shall at any time in their reasonable judgment determine that the interior of any Unit is in such need of maintenance or repair that the market value of one or more other Units is being adversely affected or that the condition of a Unit or fixtures, furnishings, facility or equipment therein is hazardous to any Unit or its occupants, the Trustees shall in writing require the Unit Owner to correct the hazardous condition. In case such work shall not have been commenced within fifteen (15) days (or such reasonable shorter period in case of emergency as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of such Unit Owner and to enter upon and have access to such Unit for that purpose. The reasonable cost of such work shall constitute a lien upon such Unit pursuant to the provisions of Chapter 183A, Section 6, and the Unit Owner shall be personally liable therefore.

Rev1 **Section 5.3 Maintenance, Repair and Replacement of Common Areas and Facilities: Assessment of Common Expenses Therefore: Trustee Access to Units.** The Trustees shall be responsible for the proper maintenance, repair and replacement of the common areas and facilities of the Condominium (see Section 5.5 for specific provisions dealing with repairs and replacement necessitated because of casualty loss). These expenses may be accrued through a managing agent designated by the Trustees to approve payment of vouchers for such work. The expenses of such maintenance, repair and replacement shall be assessed to the Unit Owners as common expenses of the Condominium at such times and in such amounts as provided in Section 5.4.

The Trustees and their agents shall have access to each Unit from time to time during reasonable hours for the maintenance, repair or replacement of any of the common areas and facilities therein or accessible therefrom or for making emergency repairs necessary, in the Trustee's sole judgment, to prevent damage to the common areas and facilities or to another Unit or Units.

Section 5.4 Common Expense Funds.

Section 5.4.1 Reserve Funds. The Unit Owners shall be liable for common expenses and, subject to the Trustee's judgment as to reserve and contingent liability funds stated below, shall be entitled to surplus accumulations, if any, of the Condominium in proportion to their beneficial interest in the Trust. The Trustees may from time to time distribute surplus accumulations, if any, among the Unit Owners in such proportions. The Trustees shall set aside common funds for reserve and contingent liabilities and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or, subject to the provisions of the following Sections 5.4.2 and 5.4.4 for repair, rebuilding or restoration of the Trust property or improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution. Working capital shall be at all times maintained in a segregated account for that purpose and shall not be considered as either advanced payments of regular assessments or common profits available for distribution.

Rev1 Section 5.4.2 Estimates of Common Expenses and Assessments. At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the Trustees shall estimate the common expenses expected to be incurred during the next fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account undistributed surplus accumulations from prior years, not yet set aside for reserve or contingent liabilities, shall determine and document the assessments to be made and the expenses for the next fiscal year and shall present and distribute these determinations to the community at large not later than fifteen (15) days prior to the end of the fiscal year.

During such time that real estate taxes (including betterment assessment) are

assessed against the real property described in the Master Deed as one (or more) tax parcels, but not as Condominium Units, the Trustees may collect and expend, in the same manner as common expenses, all amounts necessary to pay such real estate taxes and betterment assessments for common benefit. Each Unit shall be assessed for such real estate taxes in proportion to its beneficial interest in the common areas and facilities of the Condominium. The Trustees may collect the funds for such real estate taxes in lump sums or installments, using such procedure, including installment payment in advance as they in their sole discretion shall determine and they may charge any penalties for late payment imposed by the municipal authorities to the Unit(s) responsible therefore.

The Trustees shall promptly render statements to the Unit Owners for their respective share of such annual assessments, according to their beneficial interest in the common areas and facilities. In the event that the Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, the Trustees shall make a supplemental or special assessment or assessments and render statements therefore in the manner aforesaid.

Rev1

The Trustees may in their discretion provide for payment of assessments in monthly or other installments. The amount of each such assessment shall be a personal liability of each Unit Owner (jointly and severally among the owners of each Unit) and, if not paid when due, or upon the expiration of such defined and documented grace period, shall carry a late charge in such amount or at such rate (which amount or rate need not be in proportion to the beneficial interests in this Trust) as the Trustees shall impose from the penalties and, together with any such late amount, shall constitute a lien on the Unit pursuant to the provisions of Section 6 of Chapter 183A. Each Unit Owner, by acceptance of a Unit Deed, agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the Trustees in collection of said assessments for common expenses and enforcement of said lien.

The Trustees, in their sole discretion, may for good cause, waive all or any portion of the late charge, attorney's fees, and other costs of collection; provided, however, that Trustees shall be disqualified from voting with respect to any Unit owned or occupied by such Trustee or member of the family.

Rev1

Section 5.4.3 Removed

Section 5.4.4 Application of Common Funds. The Trustees shall expend common funds only for the purposes permitted by this Trust and Chapter 183A.

Rev1

Section 5.4.5 Notice of Delinquency to Mortgagees. When any portion of the common expenses has been delinquent for at least sixty (60) days, the Trustees shall send a notice stating the amount of the delinquency to both the Unit Owner and the first mortgagee of the unit by certified and first class mail, provided that the first mortgagee has informed the Trustees of its name and mailing address.

Section 5.5 Rebuilding and Restoration after Casualty: Improvements.

Section 5.5.1 Determination of Scope of Loss. In the event of any casualty loss to the Trust property, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten percent (10%) of the value of the Condominium (not the unit) immediately prior to the casualty, and shall notify all Unit Owners of such determination. If such loss as so determined does not exceed ten percent (10%) of such value, the Trustees shall proceed with the necessary repairs, rebuilding or restoration in the manner provided in Paragraph (a) of Section 17 of Chapter 183A. If such loss as so determined exceeds ten percent (10%) of such value the Trustees shall proceed with the necessary repairs, rebuilding or restoration in the manner provided in Paragraph (b) of Section 17 of Chapter 183A. If such loss as so determined exceeds ten percent (10%) of such value the Trustees shall forthwith submit to all Unit Owners a form of agreement (which may be in several counterparts) among the Unit Owners authorizing the Trustees to proceed with the necessary repairs, rebuilding or restoration and a copy of the provisions of Section 17. The Trustees shall thereafter proceed in accordance with, and take such further action as they may in their discretion deem advisable in order to implement the provisions of Paragraph (b) of Section 17.

Rev1

Section 5.5.2 Submission to Unit Owners of Proposed Improvements If and whenever the Trustees shall propose to make any improvement (as defined below) to the common areas and facilities of the Condominium or shall be requested in writing by the Unit Owners holding twenty-five percent or more of the beneficial interest in this Trust to make any such improvement ('improvement' is defined as an expenditure for goods or services other than that required for the administration and management of the Association), the Trustee shall submit to all Unit Owners a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof and authorizing the Trustees to proceed to make the same, and a copy of the provisions of Section 18 of Chapter 183A. Upon the receipt by the trustees of such agreement signed by the Unit Owners holding seventy-five percent (75%) or more of the beneficial interest or the

expiration of ninety (90) days after such agreement was first submitted to the Unit Owners, whichever shall first occur, the Trustees shall notify all Unit Owners of the aggregated percentage of beneficial interest held by Unit Owners who have then signed such agreement. If such percentage equals or exceeds seventy-five (75%), the Trustees shall proceed to make the improvement or improvements specified in such agreement and, in accordance with Section 18 of Chapter 183A, shall charge the cost of improvement to all the Unit Owners. The agreement so circulated may also provide for separate agreement by the Unit Owners that if more than fifty percent (50%), but less than seventy-five percent (75%) of the beneficial interest so consent, the Trustees shall proceed to make such improvement or improvements and shall charge the same to Unit Owners so consenting.

Section 5.5.3 Arbitration of Disputed Trustee Action. Notwithstanding anything in Section 5.5.1 and 5.5.2 in the event that any Unit Owners(s), by written notice to the Trustees, shall dissent from any determination of the Trustees with respect to the value of the Condominium or any other determination or action of the Trustee under this Section 5.5, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owner(s) shall submit the matter to arbitration. For that purpose, one arbitrator shall be designated by the Trustees, one by the dissenting Unit Owner(s), and a third by the two arbitrators so designated. Such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association and shall be binding upon all parties. The Trustee's decision that work constitutes a repair, rebuilding or restoration other than an improvement shall be conclusive and binding on all Unit Owners unless shown to have been made in bad faith. The Trustees shall in no event be obliged to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the Trustees' estimate of all costs thereof.

Section 5.6 Administrative Rules and Regulations. The Trustees may from time to time adopt, amend and rescind administrative rules and regulations governing the operation and use of the common areas and facilities and such restrictions and requirements respecting the use and maintenance of the Units and the use of the common areas and facilities as are consistent with the Master Deed and are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the common areas and facilities. The Trustees do hereby adopt the Rules and Regulations annexed to this Declaration of Trust as Exhibit A.

Section 5.7 Managing Agent. The Trustees may, in their discretion, appoint a manager or managing agent to administer the management and operation of the

Condominium, including the incurring of expenses, the making of disbursements and the keeping of accounts as the Trustees shall from time to time determine. The Trustees or such manager or managing agent may appoint, employ and remove such additional agents, attorneys, accountants or employees as the Trustees shall determine. Any such management agreement must provide for termination by either party without cause and without payment of a termination fee, upon no more than ninety (90) days written notice.

Section 5.8 Insurance.

Section 5.8.1 Basic Insurance. The Trustees shall obtain and maintain, to the extent available at reasonable cost, master policies of insurance of the following kinds, insuring the interests of the Trust, the Trustees, all Unit Owners and their mortgagees as their interest may appear:

- (A) Casualty or physical damage insurance on the buildings and all other insurable improvements forming part of the Condominium (including all of the Units; the general and limited common elements within the Condominium; the fixtures, machinery, equipment, and supplies maintained for service of the Condominium; and the fixtures, improvements, alterations, and equipment within the individual Units but not including furniture, furnishings and other personal property of the Unit Owners therein, nor the improvements made within the Unit by the Unit Owners as to which it shall be the separate responsibility of the Unit Owner(s) to obtain insurance), now existing or as they may from time to time be increased by amendment to the Master Deed, in an amount not less than one hundred percent (100%) of their full replacement value, with a standard Replacement Cost Endorsement and an Agreed Amount Endorsement or its equivalent, if available (exclusive of land, footings, excavations, and foundations) against: (1) loss or damage by fire and other hazards covered by the standard fire and extended coverage endorsement, together with coverage for the payment of common expenses with respect to damaged Units during the period of reconstruction, and (2) such other hazards and risks as the Trustees from time to time in their discretion shall determine to be appropriate, including but not limited to vandalism, malicious mischief, windstorm, and water damage, boiler and machinery explosion or damage, and plate glass damage. All policies of casualty or physical damage insurance shall provide (to the extent such clauses are so obtainable) (1) that such policies may not be canceled or substantially modified without at least thirty days' prior written notice to all of the insureds, including each Unit mortgagee, and (2) that the

coverage thereof shall not be terminated for nonpayment of premiums without thirty days notice to all of the insureds, including each Unit mortgagee. Certificates of such insurance and all renewals thereof together with proof of payment of premiums, shall be delivered by the Trustees to Unit Owners and their mortgagees upon request at least ten days prior to the expiration of the then current policies.

- (B) Comprehensive public liability insurance including so-called "Broadening Endorsement" with Severability of Interest Endorsement or equivalent coverage covering all other common areas and facilities in such amounts and forms as shall be determined by the Trustees, naming the Trust, the Trustees, the Unit Owners and any manager or managing agent of the Condominium with coverage of at least \$1,000,000.00 for claims for bodily injury or property damage arising out of any single occurrence, a limit of \$50,000.00 for each occurrence for water damage and legal liability endorsement to cover liability of any insured to other insureds.
- (C) Worker's compensation and employer's liability insurance covering any employee of the Trust or its members.

The Trustees may, in their sole discretion, purchase such other insurance as they shall determine, including without limitation, any addition insurance that shall be necessary to comply both with the requirement of the Federal Home Loan Mortgage Corporation (FHLMC) and the Federal National Mortgage Association (FNMA).

Section 5.8.2 Payment to Trustees in Case of Loss. Such master policies shall provide that all casualty loss proceeds thereunder shall be paid to the Trustees as insurance trustees under these By-Laws. The duty of the Trustees as such insurance trustees shall be to receive such proceeds as are paid and to hold, use and disburse the same for the purposes stated in this Section and Section 5.5. If repair or restoration of the damaged portions of the Condominium is to be made, all insurance loss proceeds shall be held in shares for the Trust and the owners of damaged Units, in proportion to the respective costs of repair or restoration of the common area and facilities and damaged Units, with each share to be disbursed to defray the respective costs of repair or restoration of the damaged common areas and facilities and damaged Units, and with any excess of any such share of proceeds above such costs of repair or restoration to be paid to the Trust or Unit Owners for whom held upon completion of repair or restoration; but if pursuant to Section 5.5, restoration or repair is

not to be made, all insurance loss proceeds shall be held as common funds of the Trust and applied for the benefit of Unit Owners in proportion to their beneficial interest in the Trust if the Condominium is totally destroyed, and, in the event of a partial destruction, after payment for such restoration of the common areas and facilities as the Trustees may determine, to those Unit Owners who have suffered damage in proportion to the damage suffered by them. Such application for the benefit of Unit Owners shall include payment directly to a Unit Owners mortgagee if the mortgagee with respect to such Unit so requires.

Rev 1

Section 5.8.3 Other Provisions In addition to the coverage and provisions set forth in Section 5.8.1, the Trustees shall see that all policies of physical damage insurance:(1) shall contain waivers of subrogation by the insurer as to claims against the Condominium, the Trustees, their employees, Unit Owners and members of the family of any Unit Owner who resides with said Unit Owner, except in cases of arson and fraud;(2) Shall contain a waiver of defense of invalidity on account of the conduct of any of the Unit Owners over which the Trustees have no control;(3) Shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased and held individually by Unit Owners or their mortgagees; (4) Shall exclude policies obtained by individual Unit Owners from consideration under any "no other insurance" clause. The Trustees may include a deductible provision in any of such insurance policies. Funds for such deductibles must be included in the Trust's reserves and be so designated; (5) Shall cause the appraisal or appraised value to be reviewed at least annually, and if necessary shall increase the amount of coverage on the Master Policy; and (6) Shall have an Inflation Guard Endorsement where available.

Section 5.8.4 Unit Owners' Insurance and Responsibility for Increase in Premiums of Master Policy. Each Unit Owner may obtain additional insurance for his or her own benefit at his or her own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Trustees pursuant to Section 5.8.1 above, and each Unit Owner hereby assigns to the Trustees the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms of this Section 5.8 as if produced by such coverage. Copies of all such policies (except policies covering only personal property of individual Unit Owners) shall be filed with the Trustees.

Section 5.8.5 Improvements by Unit Owners

- (A) No Unit Owner shall convert or improve any portion of the garage into finished room(s) for living space.
- (B) No Unit Owner shall make any addition, alteration or improvement in or to his Unit which may affect the structure or mechanical systems of the Condominium without the prior written consent hereto of the Trustees, which consent shall not be unreasonably withheld, but may contain such conditions as they deem appropriate including, without limitation, restrictions in the manner of performing such work and requirements for builder's risk and liability insurance.
- (C) All additions, alterations or improvements to any Unit (whether or not affecting the structural or mechanical systems of the Condominium) shall be performed in compliance with all applicable laws, regulations and codes, and when required thereby, by licensed contractors, and in such manner as not to unduly inconvenience or disturb the occupants of the Condominium.
- Rev1 (D) Each Unit Owner shall notify the Trustees of all improvements to his or her Unit (except personal property other than fixtures) which exceed a total value of One Thousand (\$1,000.00) Dollars within twenty (20) days after the commencement of construction of such. No Unit Owner shall be entitled to receive insurance proceeds for the repair, restoration or rebuilding of any such improvements unless otherwise consented to by unanimous vote of the Trustees.

Section 5.8.6 Insurance a Common Expense. The cost of the insurance purchased pursuant to Section 5.8 shall be a common expense assessable and payable as provided in Section 5.4.

Section 5.9 Meetings

Rev1 Section 5.9.1 Meetings of Trustees Trustees conduct three types of meetings, open, closed, and executive. At any open meeting, Unit Owners/Residents are invited to attend, make comments, and ask questions. Unit Owners/Residents are invited to attend a closed meeting but are prohibited from any form of speaking. An executive session can be called by the chairman to discuss matters that are sensitive or private in nature. Minutes will be taken at all three types of meetings. Minutes will be distributed from open and closed meetings but not from executive sessions. An executive session may be entered into while a closed

meeting is taking place. At that time, the Unit Owners/Residents will be asked to leave.

The Trustees shall meet on the date of the annual meeting of Unit Owners and at such meeting may elect a Chairman, Treasurer and Secretary and any other officers they deem expedient. Other meetings may be called by any Trustee and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting stating the place, day and hour thereof shall be given at least two days before such meeting to each Trustee. A majority of the Trustees then in office shall constitute a quorum at all meetings. Such meetings shall be conducted in accordance with such rules as the Trustees may adopt.

Section 5.9.1.1 Trustees' Votes: Majority Vote Defined. Each Trustee shall have one vote. A majority vote shall mean the vote of a majority of Trustees then in office.

Rev1 Section 5.9.2 Meetings of Unit Owners. There shall be an annual meeting of the Unit Owners on the second Monday of June¹ in each year at such reasonable time and place as may be designated by the Trustees by written notice given by the Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated. Special meetings (including a meeting in lieu of an annual meeting) of the Unit Owners may be called at anytime by the Trustees and shall be called by them upon the written request of Unit Owners entitled to more than thirty-three percent (33%) of the beneficial interest of the Trust. Written notice of any special meeting, designating the place, day and hour thereof shall be given by the Trustees to Unit Owners at least seven days (7) prior to the date so designated. A meeting will be convened in December for the purpose of announcing the budget for the next fiscal year. The meeting will be advertised on the bulletin board (7) seven days prior to the meeting. Regular and scheduled "open" meetings will be conducted quarterly or more frequently. During an "open" meeting, the Unit owners/Residents will be permitted to ask questions and to make comments. At each quarterly meeting the Chairman of the board will conduct a "State of the Trust" presentation detailing the matters at hand, accomplishments, and plans for the next quarter.

¹The annual meeting, formerly the first Wednesday in February has been changed to the second Monday in June. June is a more appropriate month as more residents are physically here at Olde Canal Village in June than in February. This change is an effort to improve resident participation in the meeting. In order to make this change, each Trustee, sitting in office on this day February 11, 2004 will have their terms of office extended from February to June.

- Rev1 Section 5.9.2.1 Meeting Minutes
- 1 Minutes must be kept at all formal Trustee meetings.
 - 2 A recording device may be used as an aid to the scrivener. The scrivener will also take written notes to assure against recording failure.
 - 3 Trustee meetings will be held at least quarterly. Notice of the meeting will be posted in a public place not later than one week prior to the meeting.
- Rev1 Section 5.9.2.2 Meeting Forum The quarterly meeting is for the Unit Owners to speak with the Trustees on any condo related business. At no time is it appropriate for anyone to use this forum for personal agenda, which includes politics and/or religious topics.
- Rev1 Section 5.9.3 Notice of Certain Matters: Quorum: Majority Vote. Whenever, at any meeting, the Trustees propose to submit to the Unit Owners any matter with respect to which specific approval of, or action by, the Unit Owners is required by law or this Trust, the notice of such meeting shall so state and reasonably specify such matter. Unit Owners, represented in person or by proxy, entitled to not less than 51% of the beneficial interest of this Trust shall constitute a quorum at all meetings. Any action voted at a meeting shall require a majority vote of the beneficial interest in the Trust in attendance except where other provisions of the Trust or Chapter 183A require a larger percentage. The Unit Owners may take any action requiring a vote without a meeting only by 75% (Beneficial Interest) written consent.

Section 5.10 Trustees' Records of Unit Owners and Unit Mortgagees Deemed Conclusive. On each transfer of an ownership interest in or the grant of any mortgage on a Unit, the person or persons acquiring the interest or mortgage shall have the duty to give the Trustees written notice of their interest or mortgage in the Unit and, in the case of persons acquiring an ownership interest, of the correct name of all the owners of the Unit and of any mortgagee thereof. Unless otherwise required by law, records of owners and mortgagees maintained by the Trustees shall be conclusive for all purposes, including without limitation, for all notices to Unit Owners, for owners meetings and all owner votes and for amendments to the Master Deed and this Condominium Trust; and the Trustees may, but shall have no obligation to, examine the records of the Registry of Deeds to determine ownership of Units. Unless otherwise required by law, all actions, including without limitation, amendments to this Trust or to the Master Deed of the Condominium shall be valid if taken by the requisite number of Unit Owners as they appear on the Trustees' records of ownership. As to actions required to be recorded with the Registry of Deeds, the

Trustee shall so certify under oath and cause such certificate to be recorded with the Registry of Deeds.

Section 5.10.1 Notices to Unit Owners. Every notice to any Unit Owner required under the provisions of this Trust or which may be deemed by the Trustees necessary or desirable in connection with the execution of the Trust created hereunder or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if given in writing by one or more of the Trustees to such Unit Owner by mailing it, postage prepaid, addressed to such Unit Owner at his address as it appears upon the records of the Trustees if other than at his Unit in the Condominium or by mailing or delivering it to such Unit if such Unit appears as the Unit Owner's address or if no address appears, at least seven (7) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given. The owner or Owners of each Unit shall have the responsibility of providing the Trustees with any address other than the Unit to which they desire notice to be mailed.

Rev 1 **5.11 Inspection of Books; Reports to Unit Owners** Books, accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees and the Unit Owner and the first mortgagee of any unit at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, provide to the Unit Owner the annual operating report. The report shall include financial statements by an independent certified public accountant, and shall be in such summary form and in only such detail, as the Trustees shall deem proper. The report should also include accomplishments of the past year against goals and specification of new goals for the upcoming year. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by registered mail with a period of one month of the date of his or her receipt of the report shall be deemed to have assented thereto.

Section 5.12 Checks, Notes, Drafts and Other Instruments. Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any two Trustees (or by one Trustee if there is only one), or by any person or persons to whom such power may at any time or from time to time have been delegated in writing by not less than a majority of Trustees. All invoices submitted to Olde Canal Village for payment MUST have two Trustee's signatures for approval.

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

Rev1 **Section 5.14 Contractor Employment**

1. All vendors and contractors employed by Olde Canal Village Condominium Trust will be selected by the Board of Trustees.

11. In order for any contractor bid to be valid, there should be a minimum of three (3) bids received; however, the Trustees are not obligated to choose the lowest bid.

ARTICLE VI

Rights and Obligations of Third Parties Dealing with the Trustees

Section 6.1 Reliance on identity of Trustees. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear on record in the Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees under this Trust, or be affected by any notice, implied or actual, otherwise than by a certificate thereof and such record or certificate shall be conclusive evidence of the personnel of the Trustees and of any changes therein. The receipts of the Trustees, or any one or more of them, for monies or things paid or delivered to them or him shall be effectual discharges therefrom to the persons paying or delivering the same and no persons from whom the Trustees, or any one or more of them, shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was Trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed or otherwise as to the purpose or regularity of any of the acts of the Trustees, and any instrument or appointment of a new Trustee or resignation or removal of an old Trustee purporting to be executed by the Trustees, Unit Owners or other persons required by this Trust to execute the same, shall be conclusive in favor of any such purchaser or other person dealing with the Trustees of the matters therein receipted relating to such discharge, resignation, removal or appointment or the occasion thereof.

Section 6.2 Personal Liability Excluded. No recourse shall at any time be had under or upon any note, bond/contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued, or executed by the Trustees or by an agent or employee of the Trust, or by reasons of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceedings or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees shall look only to the Trust property for any debt, damage, judgement or decree, or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefore; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under provisions of Section 3.8 of this Trust or under provisions of Chapter 183A.

Section 6.3 All Obligations Subject to this Trust. Every note, bond, contract, order, instrument certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued, or executed by the Trustees or by any agent or employees of the Trustees, shall be deemed to have been entered into subject to the terms,

conditions, provisions and restrictions of this Trust, whether or not express reference shall have been made to this instrument.

Rev1

Section 6.4 Further Matters of Reliance. This Declaration of Trust and any amendments to this Trust and any certificate required by the terms of this Trust to be recorded and any other certificate or paper signed by the Trustees or any of them which it may be deemed desirable to record shall be recorded with said Registry of Deeds and such recording shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof.

All persons dealing in any manner whatsoever with the Trustees, the Trust property or any beneficiary thereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with said Registry of Deeds. Any certificate signed by two Trustees in office at the time (or by only one Trustee if there is only one at the time), setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries and as to matters determining the authority of the trustees, or any one of them to do any act, when duly acknowledged and recorded with said Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by any Trustee hereunder, or by a majority of the Trustees hereunder, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustee or majority, as the case may be shall, as to all persons acting in good faith in reliance thereon be conclusive evidence of the truth of the statements made in such certificate, the existence of the facts therein set forth and the existence of the authority of such one or more Trustees to execute and deliver the designated instrument on behalf of the Trust.

Rev1

6.4.1 Information Security - every document created by the Board or coming into possession of the Board of Trustees or Member of the Board pertaining to any Condominium business will be dated. All documents will be maintained in a safe, secure, & limited access location. The Board will have the only authorization to access the contents of that location.

Section 6.5 Common Expense Certificate. Notwithstanding any other provision of this Article VI, any certificate setting forth the amount of unpaid common expenses assessed against any Unit Owner as provided by subsection (d) of Section 6 of Chapter 183A shall be conclusive evidence of the facts stated therein if signed by any Trustee then in office.

ARTICLE VII
Amendments and Termination

Rev1 Section 7.1 Amendments. The Trustees, with the consent in writing of Unit Owners entitled to greater than fifty percent (>50%) of the beneficial interest in this Trust, may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent. The Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities. No such amendment, alteration, addition or change (a) to the percentage of the beneficial interest hereunder or any Unit Owner so as to be different from the percentage of the individual interest of such Unit Owner in the common areas and facilities as set forth in the Master Deed, and any amendment thereto, or (b) which would render this Trust contrary to or inconsistent with any requirements or provisions of Chapter 183A, shall be valid or effective.

Any amendment, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recordation with the Registry of Deeds of any instrument of amendment, alteration, addition or change as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds by any three Trustees, setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners required by this Trust to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition or change whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes.

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

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

and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of Trust property may have passed.

ARTICLE VIII
Construction and Interpretation

Section 8.1 Construction. In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is reasonably required by the subject matter or context. The title headings of different parts hereof are inserted only for convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts. Unless the context otherwise indicates, words defined in Chapter 183A still have the same meaning here.

Section 8.2 Waiver. The provisions of this Trust shall be waived only in writing by the party charged therewith, and not by conduct, no matter how often repeated.

Section 8.3 Partial Invalidity. The invalidity of any provision of this Trust shall not impair or affect the validity of the remainder of this Trust and all valid provisions shall remain enforceable and in effect notwithstanding such invalidity.

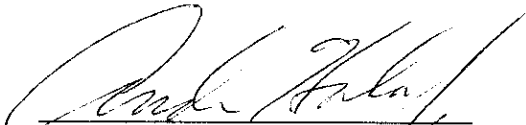
By Hand to the
Worcester County Registry of Deeds
Main Street
Worcester, MA

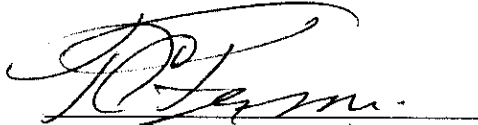
4/24/07

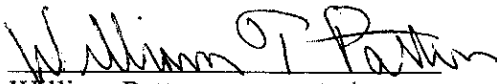
The first revision of the Olde Canal Village Condominium Trust Declaration of Trust and Rules and Regulations document, originally recorded in Book 22452 by Anthony (Page 82) Marinella the 30th day of March 2000, is attached. Areas revised are noted in the margins.


These changes were prepared by the Trustees listed below and adopted by the unit owners by their 67% vote approval on April 1st 2007.

IN WHITNESS WHEREOF, the below named Trustees have set their hands and seals this 24th Day of April 2007.


Andy Habe Trustee


Tom Fermi Trustee


William Patten Trustee


Merle Ray Trustee

Worcester, SS

Commonwealth of MA.
4/24/07

Then personally appeared the above named Andy Habe, Tom Fermi, William Patten, and Merle Ray who acknowledge the foregoing instrument to be their free act and deed. Before me.



THOMAS C. ROGERS
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires April 27, 2012

EXHIBIT A
RULES AND REGULATIONS
OF
OLDE CANAL VILLAGE CONDOMINIUM TRUST

Rev 1 All Unit Owners and their families, tenants, guests, and invitees, and licensees shall abide by the Rules and Regulations of the OLDE CANAL VILLAGE Condominium Trust. The "Rules and Regulations" is an attachment to the Olde Canal Village Declaration of Trust as referenced by the Master Deed.

1. No part of the OLDE CANAL VILLAGE CONDOMINIUM (the "Condominium") shall be used for any purposes except those set forth in the Master Deed (the "Master Deed") of even date with and recorded with the Declaration of Trust.
2. There shall be no obstruction of the common areas and facilities nor shall anything be stored in the common areas and facilities without the prior consent of the Trustees of the Trust (hereinafter collectively the "Trustees"), except as expressly provided herein or in the Trust.

Each unit owner shall be obligated to maintain and keep in good order and repair his own Unit and any area or facility, the exclusive use of which is provided to said Unit, in accordance with the provisions of the Trust and Master Deed.

- Rev 1 3. Nothing shall be done or kept in any Unit or in the common areas and facilities that will increase the rate of insurance of the Condominium, or contents thereof without the prior written consent of the Trustees.

No unit owner shall permit anything to be done, or kept in his Unit, or in the common areas and facilities which will result in the cancellation of insurance on the Condominium or the contents thereof or which would be in violation of any law.

No waste shall be permitted in the common areas and facilities.

- Rev 1 4. No unit owner shall cause or permit anything to be hung on or out (indoors & outdoors) of windows or placed on the outside walls or doors of any building or Unit. This includes clothes, sheets, blankets, laundry, rugs, or any other kind of articles except as permitted in paragraph 10.1.

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 or at any window, without the prior consent of the Trustees.

5. Unit owners may keep not more than a total of two (2) dogs, cats, or other household pets in their Unit and such household pets may be permitted in the common area and facilities, subject to the following rules and regulations:

(a) Such pets shall not be kept, bred, or maintained for any commercial purposes;

(b) Household pets shall not be permitted on any grass or garden plot or in any other portion of the common areas and facilities unless leashed;

Rev 1 (c) Pets must not be allowed to urinate or defecate on any decorative plants or shrubs and should also be curbed from urinating or defecating in front of any unit, on any walkway or in areas where residents commonly walk or gather.

Pets must not be permitted to establish a "favorite" spot.

All wastes generated by such household pets in or on any portion of the common areas and facilities or in any Unit shall be immediately removed and properly disposed of by the Owner of such household pet.

Rev 1 (d) No dangerous animal of any kind, i.e. snakes, vicious dogs, or poisonous animals of any kind may be kept on the premises.

(e) Each unit owner keeping such a pet which violates any of said rules and regulations or causes any damage to or requires the clean-up of any Unit (other than the Unit of the owner of such pet) or the common areas and facilities, is offensive or causes or creates any nuisance or unreasonable disturbance or noise shall be:

i. fined in an amount determined by the Trustees or assessed by the Trustees for the cost of the repair of such damage or cleaning or elimination of such nuisance, and/or

Rev 1 ii. required by the Trustees at their sole discretion to permanently remove such pet from the premises upon three (3) days' written notice from the Trust.

6. No unit owners shall engage in or permit any noxious or offensive activities, or make or permit any noises by himself, his family, servants,

employees, agents, visitors, lessees, licensees, or household pets, nor do himself nor permit anything to be done by which persons or pets, either willfully or negligently, which:

- (a) May be or become an annoyance or nuisance to the other unit owners or occupants;
- (b) Will interfere with the rights, comforts or conveniences of other unit owners;
- (c) May or does cause damage to any other Unit or to the common areas and facilities;
- (d) Results in the removal of any article or thing of value from any other unit owner's Unit or from the common areas and facilities;
- (e) The unit owner making or permitting such nuisance, interference, damage or removal shall be responsible for the elimination of such nuisance or interference and for the costs of the repair of such damage or replacement of the item removed.. The Trustees shall assess to such unit owner such costs.

- Rev 1 6.1 The cost of replacing damaged or missing down spout extensions is the home owner's responsibility.
- Rev 1 6.2 The cost of replacing damage or missing basement window well covers is the home owner's responsibility.
- 7. Total volume of television sets, radios, phonographs, and musical instruments shall at all times be kept at a reasonably low sound level to avoid bothering the neighbors.
- 8.1 No window air conditioning units shall be permitted.
- 8.2 The common areas and facilities shall be kept free and clear of all rubbish, debris, and other unsightly materials.
- 9. Nothing shall be altered in, constructed in, or removed from the common areas and facilities except upon the written consent of the Trustees.
- Rev 1 10 Any decorative ornament placed in the front or side yards of the common areas shall be a non-dominating ornament that discreetly blends with the size of plants and flowers in its vicinity. NOTE: All ornaments must be submitted to the Trustees on a Unit Owner/Trustee Communication Form for approval. Trustees shall from time to time monitor the common areas

and will notify unit owners of any non conformance.

- Rev 1 10.1 Notwithstanding the foregoing, seasonable decorations may be displayed on or in the windows and doors of a unit and on the exclusive easement areas for three (3) weeks before and two (2) weeks after a holiday. The method of attaching the decorations shall not puncture or otherwise damage the vinyl siding.
- 11. Each unit owner shall keep his Unit and any areas or facilities, the exclusive use of which is provided to said Unit, in a good state of preservation and cleanliness.
- 12. All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the unit owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit.
- 13. No exterior lighting equipment, fixtures, or facilities, shall be attached to or utilized for any unit without the prior consent of the Trustees.
- Rev 1 14. Any maintenance, repair, or replacement of common areas and facilities will be done only by contractors or workmen approved by the Trustees.

All contractors or workmen must show proof of Worker's Compensation Insurance and Liability Insurance in satisfactory kinds and amounts for all employees and sub-contractors working at Olde Canal Village before being hired. All exceptions must have written permission from the Trustees.
- 15. No unit owner or occupant or any of his agents, servants, employees, licensees, lessees, or visitors shall at any time bring into or keep in his unit any flammable, combustible, or explosive fluid, material, chemical, or substance, except such lighting and cleaning fluids as are customary for residential use.
- Rev 1 16. No boats, trailers, mobile homes, motorcycles, nor trucks, vans and other vehicles used for commercial purposes shall be permitted to park overnight without the prior written consent of the Trustees. No vehicle, which cannot operate on its own power, shall be permitted on the property.

Storage of any kind is not permitted in the outdoor parking areas or any other Common Area, except such areas as may be specifically designated for such purposes by the Trustees.

17. Each unit owner assumes responsibility for his own safety, actions, and conduct and that of his family, guests, agents, servants, employees, licensees, lessees and household pets.
18. Any outdoor cooking device shall be kept on the rear deck..
19. Deleted
20. All personal property of the unit owner, whether within a unit or in the common area and facilities, the exclusive use of which is appurtenant to the unit, shall be kept there at the sole risk, responsibility, and expense of the unit owner.
21. Any consent or approval given by the Trust under these Rules and Regulations may be added to, amended, or repealed at any time by the Trust.
22. The Trustees and/or their agents and employees shall be authorized to enter any Unit at any reasonable hour, after reasonable notice is given to the unit owner, for the purpose of inspecting such Unit for the purpose of carrying out its obligations for maintenance and repair of the common areas and facilities.

Rev 1 23. External antennas and Satellite Dishes:

(a) Satellite Dishes

This association abides by all FCC regulations applying to satellite dishes of one meter or less. Larger dishes are not permitted. However, within these regulations our association is allowed to control the following aspects and therefore we require:

That the satellite dish, wiring, and all other apparatus used to install the satellite dish does not encroach on any portions of property which are not within the owner's exclusive use or control and that any apparatus that extends into the common elements may be removed at the owner's expense.

That the satellite dish be installed in a safe and proper manner.

That the owner installing the dish on property within his/her exclusive use execute a Hold Harmless Agreement that will require the owner to indemnify and defend the association in the event there is any harm to person or property resulting from the installation, maintenance or use of the satellite dish.

That a certain color of satellite dish be used or that the satellite dish be shaded by landscaping or other material.

Every effort will be made by the Trustees to see that compliance with these rules will not result in a substantial increase in the installation cost of such an appliance.

(b) Other External Antennas Restrictions & Requirements.

This Association abides by all FCC regulations applying to external antennas. As with satellite dishes, our organization is able to control the following aspects and therefore we require:

- (i) No antenna is mounted on the common roofs..
- (ii) No antenna is higher than ten feet or exceeds the town building code for Uxbridge which sets the maximum height for safety purposes.
- (iii) That no antenna mounted in the exclusive area of a unit owner or it's occupant is allowed to encroach into the exclusive area of another unit or into the common area.
- (iv) That no holes be made through the building exterior walls to accommodate lead in wires.
- (v) That no Ham radio type antenna be installed.
- (vi) The Trustees request consulting with them prior to making any installation. Due to the geographic location of Olde Canal Village, broadcast antennas do not work satisfactorily. Those seeking good reception must use cable or satellite service.

- Rev 1 24. A unit owner shall be entitled to have a handicapped access ramp installed connecting the front door of the unit to the common areas and facilities. An application documenting the medical necessity of the ramp shall be submitted to the Trustees. Upon receipt of such application, the unit owner shall promptly cause a ramp complying with the building code of the Town of Uxbridge and any other applicable state, local, or federal laws or regulations to be designed. The design shall be submitted to the Board of Trustees for approval. Upon approval, the unit owner shall obtain bids for the construction of the ramp. The unit owner shall enter into a contract for construction with the contractor whose bid, they, in their sole discretion, deem best suited to do the construction, taking into consideration all circumstances, including, but not limited to price, availability to perform

the contract, and reputation. Evidence of insurance of the contractor in satisfactory kinds and amounts shall be provided to the Trustees prior to the commencement of work, naming the Trust as an additional named insured. The ramp shall be considered to be an additional Exclusive Easement Area and therefore shall be maintained by the Trust. At such time as the ramp is no longer medically necessary, it shall be removed at the sole cost and expense of the unit owner. Any amounts unpaid under this paragraph shall be treated as unpaid condominium fees.

25. These Rules and Regulations may be amended from time to time as provided in Section 5.6 of the Olde Canal Village Condominium Declaration of Trust.
- Rev 1 26. All violators of the traffic rules and regulations are subject to fines.
- (a).Drivers will proceed around the traffic rotary at the mailboxes in a counterclockwise direction (bearing to the right). Traffic, therefore, within the rotary, shall be considered one-way.
- (b).All traffic will restrict speed to fifteen (15) miles per hour at all times while on Olde Canal Village property. Owners and Residents are responsible for their guest's compliance with these rules. Compliance to the driving rules will be enforced with warnings and fines as provided by the Trustees.
- Rev 1 27. Due to restricted space, residents, owners, and guests are required to park in their respective driveways unless space is not available. Then on-street parking is permitted; however, on-street parking does not include parking on the grass.
- Rev 1 28. A 60 watt or equivalent light on the garage is to be on from dusk to dawn.
- Rev 1 29. Trash is to be left at the end of the driveway on pickup day in the containers provided by the trash company. Loose trash left in plastic or paper bags is not permitted. On the appropriate days, recycle material shall be left at the end of the driveway in recycle bins only.
- Rev 1 30. All construction projects requiring a building permit from the town must also have written permission from the Board of Trustees prior to the onset of the project. No reasonable project will be denied as long as it conforms to all requisite code requirements appurtenant to building codes in the Town of Uxbridge and the State of Massachusetts. See Master Deed.