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Page: 1 of 34 04/27/2020 09:53 AM WJ

**DECLARATION OF TRUST
OF
CAINS CROSSING CONDOMINIUM**

DECLARATION OF TRUST made this 26th day of February, 2020 by Bartolini Properties, LLC(the "Trustees"), which term and any pronoun referring thereto shall be deemed to include successors in trust hereunder and to mean the Trustee or Trustees for the time being hereunder wherever the context so permits.

ARTICLE 1

Name of Trust

The Trust hereby created shall be known as the Cain Crossing Condominium Trust (the "Trust"). Under that name, so far as legal, convenient, and practicable, all business shall be conducted by the Trustees and all instruments in writing shall be executed by the Trustees.

ARTICLE 2

The Trust Purposes

Section 2.1 - General Purpose. All of the rights and powers in and with respect to the Common Areas and Facilities of Cain Crossing Condominium (the "Condominium") established by a Master Deed recorded herewith in Book 62274 Page 1 (the "Master Deed") with the Worcester District Registry of Deeds (the "Registry of Deeds") which are by virtue of the Massachusetts General Laws, Chapter 183A, as amended ("Chapter 183A"), conferred upon or exercisable by the organization of the Unit Owners of said Condominium, and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder shall vest in the Trustees in trust to exercise, manage, administer, and dispose of the same, and to receive the income thereof(a) for the benefit of the owners of record from time to time of the Units of the Condominium in the Common Areas and Facilities according to the schedule of undivided beneficial interest set forth in Article 4 hereof (the "beneficial interest"), and (b) in accordance with the provisions of Section 10 of Chapter 183A for the purposes therein set forth.

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

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

34-b1

**Declaration of Trust
Cain Crossing Condominium Trust**

ARTICLE 3

The Trustees

Section 3.1 – Number. After the Operating Event as hereinafter described, there shall at all times be Trustees consisting of such number, not less than three (3) nor more than seven (7), as shall be determined by vote of more than fifty percent (50%) of the beneficial interest hereunder. Until Bartolini Builders, Inc., and Bartolini Properties, LLC, or their successors or assigns (Bartolini Properties, LLC being identified as the "Declarant") own less than two (2) Units in the Condominium, including as Units for the purposes of this Section 3.1 only, all Units the Declarant has a right to construct in accordance with Paragraph 11 of the Master Deed (the "Operating Event"), there shall be not more than three (3) Trustees, and each such Trustee shall be designated, appointed, and/or elected by the Declarant.

Within sixty (60) days after the occurrence of the Operating Event, the Trustees then in office shall tender their respective resignations, and their respective offices shall be deemed vacant so as to permit such vacancies to be filled in the manner hereinafter provided. In the event that said resignations are not tendered pursuant to the preceding sentence, then said offices shall automatically be deemed vacant on the seventy-fifth (75th) day after the Operating Event, and such vacancies shall be filled in the manner hereinafter provided. Until such vacancies have been filled, or until the expiration of a period of seventy-five (75) days after the occurrence of the Operating Event, whichever shall first occur, the Trustees may continue to act hereunder. The term of office of the Trustees elected or appointed to fill the vacancies of the original Trustees or the successors to the original Trustees designated by the Declarant shall be for the period until their election or appointment and until their successors have been elected or appointed and qualified. Following the first election, the Trustee with the highest number of votes will serve for three (3) years and the next highest shall serve for two (2) years and the other Trustee shall serve for a one (1) year term. Thereafter, the term of office shall be for a period of one (1) year.

Section 3.2 - Term. Subject to the rights of the Declarant to appoint Trustees prior to the Operating Event as provided for in Section 3.1 and except for the first election of Trustees following the Operating Event, the term of each Trustee shall be for one (1) year from the annual meeting of Unit Owners (or special meeting in lieu thereof) at which 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.

Section 3.3 - Vacancies; Appointment and Acceptance of Trustees. If and whenever any Trustee's term is to expire, or for any other reason, including, without limitation, removal, resignation, or death of the 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.

**Declaration of Trust
Cain Crossing Condominium Trust**

Subject to the provisions of Section 3.1 and 3.2, such vacancy shall be filled by (a) an appointment of a natural person to act as such Trustee (1) by an instrument signed by the Declarant, or (2) if after the Operating Event, by the vote of Unit Owners holding more than fifty percent (50%) of the beneficial interest hereunder, or (3) if, after the Operating Event, Unit Owners holding such percentage have not within thirty (30) days after the occurrence of any such vacancy made such appointment, by a majority of the then remaining Trustees, or by the remaining Trustee, if only one, and (b) the acceptance of such appointment, signed and acknowledged by the person so appointed, shall have been recorded at the Worcester District Registry of Deeds.

Such appointment shall become effective upon the filing with the Registry of Deeds of a certificate of such appointment signed (1) by the Declarant, or (2) if, after the Operating Event, by a majority of the then remaining Trustees or by the sole remaining Trustee, if only one, setting forth the fact and basis of compliance with the provisions of this Section 3.3, together with such acceptance; and such person or persons shall then be and become such Trustee of Trustees and be vested with the title to the trust property jointly with the remaining or surviving Trustee or Trustees without the necessity of any act or transfer of conveyance.

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

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

Section 3.4 – Trustee Action. In any matter relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred, the Trustees shall act by majority vote of those present at any duly called meeting. The Trustees may act without a meeting in any case by unanimous written consent and, in cases requiring, in their sole judgment, response to an emergency by majority written consent.

Notwithstanding the preceding language, any instrument signed by a majority of those Trustees, appearing from the records of the Registry of Deeds to be such, shall be conclusive evidence in favor of every person relying thereon or claiming thereunder, that at the time of delivery thereof the execution and delivery of that instrument was duly authorized by all Trustees; and any instrument signed by any one (1) or more Trustees which contains or is accompanied by a certification that such Trustee or Trustees were, by appropriate vote of the Trustees authorized to execute and deliver the same, shall in like manner be conclusive evidence in favor of every person relying thereon or claiming thereunder.

**Declaration of Trust
Cain Crossing Condominium Trust**

Section 3.5 - Resignation; Removal. Any Trustee may resign at any time by instrument in writing signed and duly acknowledged by that Trustee. Resignations shall take effect upon the recording of such instrument with the Registry of Deeds.

Section 3.6 - Bond or Surety. No Trustee, whether an original, substitute, or successor Trustee, shall be obliged to give any bond or surety or other security for the performance of any of his or her duties hereunder, provided, however, that Unit Owners entitled to more than sixty percent (60%) of the beneficial interest of this Trust may at any time by instrument in writing signed by them and delivered to the Trustees or Trustee affected require that any one or more of the Trustees shall give bond in such amount and with such sureties as shall be specified in such instrument. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

Section 3.7 - Compensation of Trustees. With the approval of a majority of the Unit Owners, each Trustee may receive such reasonable remuneration for his or her 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 approved by a majority of the Unit Owners, and such remuneration shall be a common expense of the Condominium. No compensation to Trustees may be voted by the Trustees with respect to the period before the Operating Event.

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

Section 3.9 - Trustees May Deal with Condominium. No Trustee shall be disqualified by his or her office from contracting or dealing with the Trustees or with one (1) or more Unit Owners (whether directly or indirectly because of his or her interest individually or the Trustees' interest or any Unit Owner's interest in any corporation, firm, trust, or other organization connected with such contracting or dealing or because of any other reason), as vendor, purchaser, or otherwise, nor shall any such dealing, contract, or arrangement entered into in respect of this Trust in which any Trustee shall be interested in any way be avoided, nor shall any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract, or arrangement by reason of such Trustees' holding office or of the fiduciary relation hereby established, provided the Trustee shall act in good faith and shall disclose the nature of his or her interest before entering into the dealing, contract, or arrangement.

**Declaration of Trust
Cain Crossing Condominium Trust**

Section 3.10 - Indemnity of Trustees. The Trustees and each of them shall be entitled to indemnity both out of the Trust property and by the Unit Owners against any liability incurred by them or any of them in the execution hereof, including, without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties, and fines, all as provided in Chapter 183A, and, acting by majority, may purchase such insurance against such liability as they shall determine is reasonable and necessary, the cost of such insurance to be a common expense of the Condominium. Each Unit Owner shall be personally liable for all sums lawfully assessed for his or her share of the common expenses of the Condominium and for his or her proportionate share of any claims involving the Trust property in excess thereof, all as provided in Sections 6 and 13 of Chapter 183A. Nothing in this paragraph shall be deemed to limit in any respect the powers granted to the Trustees in this Declaration of Trust.

ARTICLE 4

Beneficiaries and the Beneficial Interest of the Trust

Section 4.1 - Beneficial Interest. The beneficiaries of this Trust shall be the owners of Units in the Condominium as they may be from time to time. The beneficial interest in this Trust shall be divided among the Unit Owners in the percentage of undivided beneficial interest pertaining to the Units of the Condominium as stated in the Master Deed of the Condominium, in effect and as it may be amended from time to time.

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 rights appertaining to such Unit hereunder, and (b) notify the Trustees of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice or designation, the Trustees may designate any one (1) such owner for such purpose.

ARTICLE 5

By-Laws

The provisions of this Article 5 shall constitute the By-Laws of this Trust (the "By-Laws") and the organization of Unit Owners established hereby:

Section 5.1 - Powers of the Trustees. The Trustees shall have the powers and duties specifically conferred upon them by Section 10(6) of Chapter 183A, the Master Deed and these

**Declaration of Trust
Cain Crossing Condominium Trust**

By-Laws, and all other 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 these By-Laws may not be delegated to the Trustees, which powers and duties shall include, but shall not be limited to the following:

- (a) to do all things necessary to operate, maintain, repair, improve, replace, alter and otherwise administer and care for the Common Areas and Facilities of the Condominium, and, to the extent provided in the Master Deed and these By-Laws, maintain, repair and care for the Units;
- (b) to adopt, amend, modify, rescind and enforce rules and regulations governing the use of such community facilities as may be provided for in the Master Deed or as may be created by the Declarant or the Trustees as being Common Areas and Facilities of the Condominium, the initial Rules and Regulations as adopted by the Trustees being attached hereto as Exhibit A.
- (c) to adopt, amend, modify, rescind and enforce rules and regulations governing the use of the Condominium and the personal conduct of the Unit Owners and their families, tenants and guests thereon.
- (d) to determine, levy and assess the common expenses required for the affairs of the Condominium, as set forth in Section 5.4;
- (e) to collect the common charges from the Unit owners, including, but not limited to, the common expenses set forth in subparagraph (d) above;
- (f) to open and maintain bank accounts and to authorize the drawing of checks and other financial instruments on behalf of the Condominium, and to keep a full and complete record of all financial transactions for mortgagees of the Units and to prepare periodic financial reports and accountings as may be reasonably required by the Unit Owners;
- (g) to obtain any legal, architectural, accounting, administrative, engineering and other services deemed advisable by the Trustees, including the services of a manager and any other personnel, to whom the Trustees, except to the extent limited by Chapter 183A, the Master Deed or these By-Laws (including this Section 5.1), may delegate certain of its powers and duties. The Trustees shall be entitled to rely upon the advice and counsel of attorneys, architects, accountants, engineers and other advisors hired by them and shall be protected in so doing.

**Declaration of Trust
Cain Crossing Condominium Trust**

(h) to lease and otherwise deal with such community facilities as may be provided for in the Master Deed or as may be created by the Declarant or the Trustees as being Common Areas and Facilities;

(i) to own, convey, encumber, lease, and otherwise deal with Units conveyed to it or purchased by it as the result of enforcement of the lien for common expenses, or otherwise;

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

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

(l) to make repairs, additions, and improvements to, or alterations of, the property and repairs to and restoration of the property in accordance with the other provisions of these By-Laws;

(m) to enforce the obligations of the Unit Owners;

(n) to adopt rules and regulations relating to the use, upkeep, or preservation of the property, including but not limited to common areas reserved to the exclusive use of Unit Owners as established pursuant to the Master Deed;

(o) to take such steps, including the expenditure of funds, to protect and preserve the Common Areas and Facilities of the Condominium which shall include but not be limited to the expenditure of funds to maintain, repair, modify or construct any community building or clubhouse;

(p) to sign, seal, acknowledge, deliver and record in any one (1) or more public offices or places of recording all such instruments and documents as the Trustees shall deem necessary or desirable in the exercise of their powers and the discharge of their duties, and all documents necessary to acknowledge payment by the Unit Owners of their fees, fines or assessments pursuant to this Trust in accordance with Massachusetts General Laws Chapter 183A, Section 6(d), as amended (referred to as "6(d) Certificates");

**Declaration of Trust
Cain Crossing Condominium Trust**

(q) to commence and prosecute judicial or administrative proceedings; provided, however, that no judicial or administrative proceeding shall be commenced or prosecuted by the Trustees or by the Condominium unless approved by a vote of seventy-five (75%) percent of the Unit Owners voting individually and not by means of proxies or powers of attorney. This Section shall not apply, however, to (a) actions brought by the Trustees or by the Condominium to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article 5 hereof, (c) proceedings involving challenges to real estate taxation, or (d) counterclaims brought by the Trustees or by the Condominium in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 5.2 - Maintenance and Repair of Units. Each Unit Owner shall be responsible for the proper maintenance, repair and replacement of his or her Unit (including any garage appurtenant thereto), and the Limited Common Areas and Facilities appurtenant thereto identified as the Unit Owner's responsibility pursuant to paragraph 7.2 of the Master Deed, and the maintenance, repair and replacement of utility fixtures serving the same which are not part of the Common Areas and Facilities, including, without limitation, interior finish walls, ceilings, and floors, to include the concrete slab; windows and interior window trim; window and porch screens, doors, door frames, and interior door trim; plumbing and sanitary waste fixtures and fixtures for water and other utilities; electrical fixtures and outlets; and all wires, pipes, drains, and conduits for water, sewerage, electrical power and light, telephone and any other utility services which are contained in or serve such Unit exclusively. Each Unit Owner shall be responsible for all damages for maintenance, repair and/or replacement obligations hereunder.

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 substantially and adversely affected or that the condition of a Unit or fixtures, furnishings, facilities, or equipment therein is hazardous to any unit or the occupants thereof; the Trustees shall in writing request the Unit Owner to perform the needed maintenance, repair, or replacement or to correct the hazardous condition, and in case such work shall not have been commenced within fifteen (15) days (or such reasonable shorter period in case of emergency as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of such Unit Owner and to enter upon and have access to such Unit for that purpose. The reasonable cost of such work shall constitute a lien upon such Unit, and the Unit and the Unit Owner shall be personally liable therefor.

Section 5.3 - Maintenance, Repair, and Replacement of Common Areas and Facilities; Driveways; Parking Spaces; Assessment of Common Expenses. The Trustees shall be

**Declaration of Trust
Cain Crossing Condominium Trust**

responsible for the proper operation, maintenance, repair, and replacement of all Common Areas and Facilities of the Condominium, including, without limitation, all driveways, parking spaces, all subsurface infrastructure, such as storm drains, sewer collection and waste disposal systems, water distribution systems, and other stormwater management, waste water disposal systems, landscaping, protected and restricted areas as specified in the Master Deed, Section 10 (g) West Meadow Uses, entitled *Prohibited and Permitted Activities*, as contained in Pages 16 through 18, and common use facilities. The above may be performed by a managing agent, as hereinafter provided, and any two Trustees, or if there is only one (1) Trustee, one (1) Trustee, or the managing agent or any others who may be so designated by the Trustees. The expenses of all 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 hereof. Each Unit Owner shall be responsible for all costs and expenses relating to the proper maintenance and appearance of all applicable Limited Common Areas and Facilities identified as the Unit Owner's responsibility pursuant to paragraph 7.2 of the Master Deed.

Section 5.3.1 – Operation and Maintenance Plan for Subsurface Waste Disposal System

See the Operations & Maintenance Plan for Subsurface Sewage Disposal System attached below as Exhibit B.

Section 5.4 - Common Expenses Funds. The Unit Owners shall be liable for common expenses and, subject to the Trustees' judgment as to reserve and contingent liability funds stated below, shall be entitled to surplus accumulations, if any, among the Unit Owners according to their beneficial interest in the Common Areas and Facilities; provided, however, that each Unit Owner shall be solely responsible to any utility companies for the cost of utility services billed or assessed in connection with the furnishing of utilities to his or her Unit which are separately metered. The Trustees may, to the extent they deem advisable, set aside common funds for reserve or contingent liabilities, and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or, subject to the provisions of the following Sections 5.4.2 and 5.4.3, for repair, rebuilding, or restoration of the Trust property or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.

In addition to the foregoing, (and not in substitution thereof) to ensure that this Trust will have the funds to meet unforeseen expenditures or to purchase any additional equipment or services, there shall be a working capital fund at least equal to two (2) months' estimated common charges for each Unit. Any amount paid into this fund shall not be considered as advance payments of regular assessments. Each Unit's share of the working capital funds shall be collected and transferred to the Trust at the time of the initial sale of each Unit from the Declarant to the Unit Owner, and maintained in a segregated account for the use and benefit of the Trust.

After the Operating Event, the Trustees may adjust the amount of the working capital fund to a level deemed reasonable and may apply any residue of funds to the reserve account, the operating account or return the funds to the Unit Owners as they see fit.

Declaration of Trust

Cain Crossing Condominium Trust

Section 5.4.1 - Reserve Fund. In addition to the foregoing, (and not in substitution thereof) the Trustees may, to such extent as they deem advisable, set aside common funds of the Condominium as additional reserves and may use the funds so set aside for reduction of indebtedness or other lawful capital purposes, and for repair, rebuilding or restoration of the Condominium, or for improvements thereto, and for replacement of the

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**Declaration of Trust
Cain Crossing Condominium Trust**

Common Areas and Facilities, and other proper contingencies, and the funds so set aside shall not be deemed to be common profits available for distribution.

Section 5.4.2 - Estimates of Common Expenses and Assessments. At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the Trustees shall estimate the common expenses expected to be incurred during the next fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed surplus accumulations from prior years, shall determine the assessment to be made for the next fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessment, according to their beneficial interest in the Common Areas and Facilities, and such statements shall, unless otherwise provided therein, be due and payable within thirty (30) days after the same are rendered. In the event an annual assessment is not made as required above, an assessment shall be presumed to have been made in the amount of the last prior assessment. In the event that the Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, or, in the reasonable opinion of the Trustees, likely to be incurred, the Trustees shall make a supplemental assessment or assessments and render statements therefore in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The Trustees may, in their discretion, provide for payments of statements in monthly or other installments. The amount of each such statement shall be a personal liability of each Unit Owner (jointly and severally among the owners of each Unit) and, if not paid when due, or upon the expiration of such grace period as the Trustees may (but need not) designate, shall carry a late charge in such amount or at such rate (which amount or rate need not be in proportion to the beneficial interest in this Trust) as the Trustees shall determine and, together with any such late amount or charge and attorneys' fees for collection as hereinafter provided, shall constitute a lien on the Unit, which the Owner, by acceptance of a Unit Deed, agrees to pay, including all costs and expenses and reasonable attorneys' fees incurred by the Trustees in collection of said assessments for common expenses and enforcement of said lien.

Section 5.4.3 - Application of Common Funds. The Trustees shall expend common funds only for the purposes permitted by this Trust and by Chapter 183A, as amended.

Section 5.4.4 - Notice of Default to Mortgagees. Upon written request addressed to the Trustees by a First Mortgagee of any Unit, the Trustees shall notify such Mortgagee of any default by the Mortgagor of such Unit in the performance of the Mortgagor's obligations under the Master Deed or this Declaration of Trust.

Section 5.5 - Rebuilding and Restoration, Improvements

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

**Declaration of Trust
Cain Crossing Condominium Trust**

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 forthwith submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) among the Unit Owners authorizing the Trustees to proceed with the necessary repair, rebuilding, or restoration, and (b) a copy of the provisions of Section 17; and the Trustees shall thereafter proceed in accordance with and take such further action as they may in their discretion deem advisable in order to implement the provisions of paragraph (b) of said Section 17.

Section 5.5.2 - Submission to Unit Owners of Proposed Improvements. If and whenever the Trustees shall propose to make any improvement to the Common Areas and Facilities of the Condominium, or shall be requested in writing by the Unit Owners holding twenty-five percent (25%) or more of the beneficial interest in this Trust to make any such improvement, the Trustees shall submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same, and (b) a copy of the provisions of Section 18 of Chapter 183A. Upon the receipt by the Trustees of such agreement signed by the Unit Owners holding seventy-five percent (75%) or more of the beneficial interest or the expiration of ninety (90) days after such agreement was first submitted to the Owners, whichever shall first occur, the Trustees shall notify all Unit Owners of the aggregate percentage of beneficial interest held by Unit owners who have then signed such agreement. If such percentage exceeds seventy-five percent (75%), the Trustees shall proceed to make the improvement or improvements and charge the same to all of 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 the Unit Owners so consenting.

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 of the Limited Common Areas and Facilities, and such restrictions on and requirements respecting the use and maintenance of the Units and of the Common Areas and Facilities and Limited 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, of the Common Areas and Facilities and of the Limited Common Areas and Facilities. The Trustees may enforce the Rules and Regulations by imposition of fines previously established or in any other manner permitted by law, including, without limitation, by court action for injunctive relief and damages.

**Declaration of Trust
Cain Crossing Condominium**

Section 5.7 - Managing Agent. The Trustees may, at their discretion, appoint a manager or managing agent to administer the management and operation of the Condominium, including the incurring of expenses, and making of disbursements and the keeping of accounts, as the Trustees shall from time to time determine. The Trustees or such manager or managing agent may appoint, employ, and remove such additional agents, attorneys, accountants, or employees as the Trustees shall determine.

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, and all Unit Owners and their mortgagees, as their interests 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 but not including furniture, furnishings, and other personal property of the Unit Owners therein), now existing or as they may from time to time be increased by amendment to the Master Deed, together with the service machinery, apparatus, equipment, and installations located in the Condominium and existing for the provision of central services or for common use, in an amount not less than eighty percent (80%) of their full replacement value (exclusive of foundations) as determined by the Trustees in their judgment against (1) loss or damage by fire and other hazards covered by the standard 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) (i) that such policies may not be canceled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including each Unit Mortgagee, and (ii) that the coverage thereof shall not be terminated for nonpayment of premiums without twenty (20) 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.

(b) Comprehensive public liability insurance in such amounts and forms as shall be determined by the Trustees covering the Trust, the Trustees, the Unit Owners, and any manager or managing agent of the Condominium, with limits of not less than a single limit of One Million Dollars (\$1,000,000.00) for claims for bodily injury or property damage arising out of one (1) occurrence.

**Declaration of Trust
Cain Crossing Condominium**

(c) Worker's compensation and employer's liability insurance covering any employees of the Trust.

The Trustees may, in their sole discretion, purchase such other insurance as they shall from time to time determine.

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 Areas and Facilities and damaged Units, with each share to be disbursed to defray the respective cost 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 to the satisfaction of the Trustees; but if, pursuant to Section 5.5, restoration or repair is not to be made, all insurance loss proceeds shall be held as common funds of the Trust and applied for the benefit of Unit Owners in proportion to their beneficial interests 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 Owner's mortgagee if the mortgage with respect to such Unit so requires.

Section 5.8.3 - Other Provisions. In addition to the coverage and provisions set forth in Section 5.8.1, the Trustees shall, in their discretion, see that all policies of physical damage insurance (a) 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 reside with said Unit Owner, except in cases of arson and fraud; (b) shall contain a waiver of defense of invalidity art account of the conduct of any of the Unit Owners over which the Trustees have "no control"; (c) shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Unit Owners or their mortgagees; and(d) shall exclude policies obtained by individual Unit Owners from consideration under any "no other insurance" clause. The Trustees may include a deductible provision, up to Five Thousand Dollars (\$5,000.00), in their own discretion and in

**Declaration of Trust
Cain Crossing Condominium**

such greater amounts as the owners of all Units may authorize in writing, in any of such insurance policies.

Section 5.8.4 - Owner's Insurance and Responsibility for Increase in Premiums of Master Policy. Each Unit Owner may obtain additional insurance for his or her 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.

Section 5.8.5 - Notice of Owner's Improvements. Each Unit Owner shall notify the Trustees of all improvements to his or her Unit (except personal property other than fixtures) which exceed a total value of One Thousand Dollars (\$1,000.00) within twenty (20) days after the commencement of construction of such improvements and, upon receipt of such notice, the Trustees shall notify the insurer under any policy obtained pursuant to Section 5.8.1 hereof of any such improvements. The Trustees may create a special assessment applicable only to the Unit Owner which has improved their Unit for any increase in premium attributable to such improvements.

Section 5.8.6 - Insurance a Common Expense. The cost of 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.

Section 5.9.1- Meetings of Trustees. The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect a Chairman, Treasurer, Secretary, and any other officers they deem expedient. Other meetings may be called by any Trustee (if there be no more than three (3) then in office) or by any two (2) Trustees (if there be no more than three then in office) and in such other manner as the Trustees may establish; provided, however, that written notice of each meeting stating the place, day, and hour thereof shall be given at least two (2) days before such meeting to each Trustee.

Section 5.9.2 - Meetings of Unit Owners. There shall be an annual meeting of the Unit Owners on the second Wednesday in May each year at 7:00p.m. at such reasonable place as may be designated by the Trustees by written notice given by the Trustees to the Unit Owners at least seven (7) days prior to the date so designated. Special meetings (including a meeting in lieu of a passed annual meeting) of the Unit Owners may be called at any time by the Trustees and shall be called by them upon the written request of Unit Owners entitled to more than thirty-three percent (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 the Unit Owners at least seven (7) days prior to the date so designated.

Declaration of Trust
Cain Crossing Condominium

Section 5.9.3 - Notice of Certain Matters; Quorum; Majority Vote. Whenever at any meeting the Trustees propose to submit to the Unit Owners any matter with respect to which specific approval of, or action by, the Unit Owners is required by law or this Trust, the notice of such meeting shall so state and reasonably specify such matter. Unit Owners entitled to more than twenty-five percent (25%) of the beneficial interest of this Trust shall constitute a quorum at all meetings. Any action voted at a meeting shall require the vote of more than twenty-five percent (25%) of the beneficial interest in the Trust, except where the other provisions of this Trust or Chapter 183A require a larger percentage.

Section 5.10 - Notices to Unit Owners. Every notice to any Unit Owner required under the provisions of this Trust which may be deemed by the Trustees necessary or desirable in connection with the execution of the trust created hereby or which may be ordered in any judicial proceedings shall be deemed sufficient and binding if in the writing addressed to the Owner(s) of such Unit last appearing on the Trustees' records, postage prepaid, to such person at his address last appearing on the Trustees' records, if other than the Unit, or else mailed or delivered to the Unit, at least seven (7) days prior to the date fixed for the happening of the matter, thing, or event of which notice is given. The Owner or Owners of such Unit shall have the responsibility of providing the Trustees with the correct names of the present Owner(s) of the Unit and any address other than the Unit to which they desire notices to be mailed as to which matters the Trustees shall have no duty of inquiring beyond their records.

Section 5.11 - Inspection of Books; Reports to Unit Owners. Books, accounts, and records of the Trustees shall be open to inspection to any one or more of the Trustees and the Unit Owner and First Mortgagee of any Unit at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trust for such year. If the Trustees so determine, or if any Unit Owner so requests in writing to the Trustees, the report shall include financial statements by a certified public accountant which may, but need not, be certified, as the Trustees shall determine, and shall be in such summary form and in only such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by registered mail within a period of one (1) 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, payment vouchers, 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 (2) Trustees (or by one (1) 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 by not less than a majority of the Trustees.

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

**Declaration of Trust
Cain Crossing Condominium**

Section 5.14 – Pets. Unit Owners may not keep domestic household pets except in accordance with the Rules and Regulations of the Condominium and the restrictions set forth in the Master Deed. In the event such pets are permitted in accordance with the Rules and Regulations the Trustees may require such pet(s) to be removed at any time as provided in the Master Deed or the Rules and Regulations. Any damage or accelerated wear and tear to the Common Areas and Facilities caused by a specific pet or pets shall be repaired at the expense of the Unit Owner owning such pet or pets, which expenses shall constitute a common expense and shall be payable to the Trustees on demand.

ARTICLE 6

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 of 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 (1) or more of them, for monies or things paid or delivered to them, him or her shall be effectual discharges therefrom to the persons paying or delivering the same, and no person from whom the Trustees, or any one (1) or more of them, shall receive any money, property, or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender, or other person dealing with the Trustees or with any real or personal property which then is or formerly was Trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge, or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees, and any instrument of appointment of a new Trustee or resignation or removal of an old Trustee purporting to be executed by the Trustees, Unit Owners, or other persons required by this Trust to execute the same, shall be conclusive in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation, removal, or appointment or the occasion thereof.

Section 6.2 - Personal Liability Excluded. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant, or agreement, whether oral or written, made, issued, or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceedings, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with, or having any claim against the Trustees shall look only to the Trust property for any debt, damage, judgment, or decree, or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under provisions of Section 3.10 of this Trust or under provisions of Chapter 183A, as amended.

**Declaration of Trust
Cain Crossing Condominium**

Section 6.3 - All Obligations Subject to this Trust. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant, or agreement, whether oral or written, made, issued, or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions, and restrictions of this Trust, whether or not express reference shall have been made to this instrument.

Section 6.4 - Further Matters of Reliance. This Declaration of Trust, and any amendments to this Trust, and any certificate required by the terms of this Trust to be recorded, and any other certificate or paper signed by the Trustees or any of them which it may be deemed desirable to record shall be recorded with the Worcester District Registry of Deeds, and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the Trust property, or any beneficiary thereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with said Registry of Deeds. Any certificate signed by two (2) Trustees in office at the time (or by one (1) Trustee if there is only one (1) at the time), setting forth as facts any matters affecting the Trust, including statements as to who the beneficiaries are, as to what action has been taken by the beneficiaries, and as to matters determining the authority of the Trustees, or any one of them to do any act, when duly acknowledged and recorded with the Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by any Trustee hereunder, or by a majority of the Trustees hereunder, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustee or majority, as the case may be, shall, as to all persons acting in good faith in reliance thereon be conclusive evidence of the truth of the statements made in such certificate, the existence of the facts therein set forth, and the existence of the authority of such one (1) or more Trustees to execute and deliver the designated instrument on behalf of the Trust.

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

Section 6.6- Common Expense (6(d)) Certificates. Notwithstanding any other provision of this Article 6, any certificate setting forth the amount of unpaid common expenses or fines assessed against any Unit Owner as provided by subsection (d) of Section 6 of Chapter 183A, as amended, shall be conclusive evidence of the facts stated therein if signed by at least one (1) Trustee then in office.

**Declaration of Trust
Cain Crossing Condominium**

ARTICLE 7

Amendments and Termination

Section 7.1 - Amendments. The Trustees, with the consent in writing of Unit Owners entitled to not less than seventy-five percent (75%) of the beneficial interest in this Trust, may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition, or change shall be valid or effective if: (a) it would alter, or in any manner or to any extent whatsoever modify or affect the percentage of beneficial interest of any Unit Owner hereunder so as to be different than the percentage of the undivided ownership interest in the Common Areas and Facilities which is appurtenant to such Owner's Unit as set forth in the Master Deed, and any amendment thereto, or (b) it would render this Trust contrary to or inconsistent with the Master Deed or any requirements or provisions of Chapter 183A. Any amendment, alteration, addition, or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with the Registry of Deeds of an instrument of amendment, alteration, addition, or change, as the case may be, signed, sealed, and acknowledged, in the manner required in Massachusetts for the acknowledgment of deeds by any two (2) Trustees, if there be at least two (2) of them in office (or one (1) Trustee if there is only one (1) in office), setting forth in full the amendment, alteration, addition, or change, and reciting the consent of the Unit Owners required by this Trust to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition, or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes. Nothing in this paragraph shall be construed as making it obligatory upon the Trustees to amend, alter, add to, or change the Declaration of Trust upon obtaining the necessary consent as hereinbefore provided.

Section 7.2 - Termination. The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure therefor set forth in Section 19 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 any 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 as tenants in common, according to their respective beneficial interests stated in this Trust. In making any sale under this Section, the Trustees shall have power to sell by public auction or private sale or contract and to buy in or rescind or vary any contract of sale and to resell without being answerable for the 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

**Declaration of Trust
Cain Crossing Condominium**

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

Section 7.4 - Consent of Mortgagees. Notwithstanding the foregoing provisions of this Article 7, unless at least seventy-five percent (75%) of the First Mortgagees (based on one(1) vote for each mortgage owned) of Units have given their prior written approval, neither the Trustees nor the Unit Owners shall (a) by act or omission seek to abandon or terminate the Condominium regime; (b) change the percentage interest of any Unit for (1) purposes of levying assessments or allocating distributions of hazard insurance proceeds or condemnation awards, or for (2) determining the percentage interest of ownership of each Unit in appurtenant real estate and any improvements thereto which are owned by the Unit Owners in the Condominium in undivided interests ("Common Areas and Facilities"); (c) partition or subdivide any Unit; (d) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Areas and Facilities (but the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed a transfer within the meaning of this clause); (e) use hazard insurance proceeds for losses to any Condominium property (whether to Units or to Common Areas and Facilities) for other than the repair, replacement, or reconstruction of such improvements, except as provided by statute in the case of substantial loss to the Units and/or Common Areas and Facilities of the Condominium.

ARTICLE 8

Construction and Interpretation

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 for 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 shall have the same meaning here.

IN WITNESS WHEREOF, Bartolini Properties, LLC, has executed this Declaration on the day and year first hereinabove set forth through and by its Managers.

Bartolini Properties, LLC

By: [Signature]
Anthony Bartolini, Manager

By: [Signature]
Michael Bartolini, Manager

By: [Signature]
Gregory Bartolini, Manager

THE COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

On this 26th day of February, 2020 before me, the undersigned notary public, personally appeared Anthony Bartolini, Michael Bartolini, and Gregory Bartolini, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, X personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as Managers of Bartolini Properties, LLC, Trustee of the Cain Crossing Condominium Trust.

[Signature] (seal)
Notary Public
Printed Name: James E. Tashjian
My Commission Expires: 9/9/22


 **JAMES E. TASHJIAN**
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires Sept. 9, 2022

EXHIBIT A

**CAINS CROSSING CONDOMINIUM
RULES AND REGULATIONS**

These Rules and Regulations are adopted for the benefit of the residents of the Units at Cains Crossing Condominium (the "Condominium"). They are also intended to protect and enhance the value of all property at the Condominium.

All residents and guests are expected to abide by the rules, which are intended to supplement the provisions of the Master Deed and the Condominium Trust for the Condominium (hereinafter the "Condominium Documents").

1. **GENERAL.** Nothing shall be done or kept in any Unit, Limited Common Areas or Common Areas and Facilities, which will increase the rate of insurance of the Condominium. No Unit Owner shall permit anything to be done, or kept which will result in the cancellation of insurance on the Condominium, or which would be in violation of any law. No waste shall be committed in the Limited Common Areas or Common Areas and Facilities. No use shall be made of the Common Areas and Facilities other than the uses permitted in the Master Deed and the Trust or by the Trustees of the Condominium Trust (the "Trustees").
2. **ADDITIONS TO EXTERIOR OF THE BUILDING.** Changes of fixtures affecting the appearance of the exterior of any building, and exclusive common areas, such as, without limitation, skylights, chimneys, decorations, awnings, signs, sun shades, air conditioning equipment, antennas, fans, screens, and enclosures, statues, urns, animal facsimiles, fences, landscaping, vegetable or flower gardens, or the like shall be made only with the written consent of the Trustees of the Condominium Trust.

No part of the Common Areas and Facilities of the Condominium shall be decorated or furnished by a Unit Owner or Tenant in any manner, nor shall the exterior surface of any entrance door to a Unit be painted or otherwise decorated in any manner, except: (i) with the prior written approval of the Trustees and in accordance with the provisions of the Condominium Documents; and (ii) a single decoration not having a size greater than 30" x 30" shall be permitted on the primary entrance door to a Unit.

3. **IMPROVEMENTS TO COMMON AREAS AND FACILITIES.** Improvements to and landscaping of the Common Areas and Facilities shall be done only by the Trustees, or in such cases as written permission of the Trustees shall have been obtained. In the event Unit Owners are permitted to add plants to the foundation areas of their Units by the express written

authorization of the Trustees, the maintenance of the added plantings shall be the responsibility of the Unit Owner.

4. **OUTDOOR EQUIPMENT AND CHILDREN'S PLAYTHINGS.** Lawn furniture, bicycles, children's wheeled vehicles and toys, recreational/athletic equipment of any type, sporting goods and other personal articles and equipment shall not be left or stored outside the Unit. Deck furniture shall be maintained and located on the deck only and in such fashion to meet safety and aesthetic standards.
5. **STORAGE.** Except for storage in the storage areas and/or garages deeded as part of a Unit, or in other areas as may be designated by the Trustees, there shall be no storing or parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, trailers, tools, benches, chairs, or other items in any part of the Common Areas and Facilities.
6. **CLOTHES LINES.** No clothing, linens or similar materials shall be hung or otherwise left or placed in or on the Common Areas, Limited Common Areas or Common Areas and Facilities. No such articles shall be placed in a Unit or Limited Common Area so as to be exposed to public view.
7. **UNIT MAINTENANCE.** All Unit Owners are responsible for the care and replacement of the Unit's windowpanes. All windows must have draperies, horizontal blinds, or vertical blinds. Such items must be white or off-white or lined with material of the aforementioned colors when viewed from the outside.
8. **PETS.** Dogs, cats, or other common household pets, including but not limited to birds, tropical fish, hamsters and/or gerbils (if properly caged) may be kept in a Unit (but not more than two (2) animals in the aggregate), subject to the Rules and Regulations adopted by the Trustees, provided that (i) they are not kept, bred, or maintained for any commercial purposes; (ii) any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon ten (10) days' written notice from the Trustees; (iii) no pet shall be permitted in any portion of the Common Areas and Facilities, unless carried or on a leash; (iv) said Unit Owner shall be responsible for the proper maintenance of any Common Areas and Facilities as required due to use by such animal(s); (v) no pet shall weigh over twenty-five pounds, and (vi) as to dogs, such a dog shall not be any one or more of the following breeds in any material percentage unless specifically trained to assist a handicapped person as evidenced by such documentation as acceptable to the Trustees of the Association in their sole discretion:
 - a. Akita
 - b. Alaskan Malamute
 - c. American Staffordshire Terrier (Pit Bull)
 - d. Chow

- e. Doberman
- f. German Shepherd
- g. Great Dane
- h. Husky
- i. Rottweiler
- j. Wolf hybrid

9. **OUTDOOR GRILLS.** The use of outdoor cooking grills is to be in accordance with all applicable requirements of safety regulations and any use within five (5) feet of a Unit is prohibited and all cooking must be conducted on the patio or deck adjacent to the Unit or within the exclusive common area applicable to that Unit. Storage of any type of grill outside of the Unit is prohibited except on the deck or patio or within the within the exclusive common area applicable to that Unit. When in use outside, cooking grills shall be maintained and used in such a fashion as to meet the safety and aesthetic standards established by the Trustees, from time to time.
10. **FLAMMABLES STORAGE.** No Unit Owner or occupant or any of his/her agents, lessees or visitors shall at any time bring into or keep in his/her Unit or the Common Areas and Facilities any flammable, combustible or explosive fluid, material, chemical, or substance, except that such lighting and cleaning fluids as are customary for residential use may be kept in the Units.
11. **IMPROPER USE OF COMMON AREAS AND FACILITIES.** There shall be no use of the Limited Common Areas or Common Areas and Facilities, which injures or scars them or the plantings thereon, increases the maintenance thereof, or causes embarrassment, disturbance or annoyance to the owners in the enjoyment of the Condominium. There shall be no obstruction of the Common Areas and Facilities without proper consent of the Trustees except as expressly permitted in the Condominium Documents or in these Rules and Regulations. No unauthorized persons, including Unit Owners, shall be permitted on the roof of the Condominium buildings.
- There shall be no organized sports activities, picnicking or fires, except in those areas, if any, which are approved for such use in writing by the Trustees. Under no circumstances may a fire of any kind (excluding barbecue grills) be lighted or maintained and under no circumstances may a person do or permit anything within the Condominium, which would be in violation of any regulation of the local Fire Department or fire law, ordinance, rule or regulation pertaining to the same, which now exists or is hereafter promulgated by any public authority.
12. **DRIVEWAYS AND PARKING AREAS.** Owners and their tenants shall be responsible to see that neither they nor their guests interfere with the rights of other Owners and their tenants to the appropriate use of driveways and parking areas. With the exception of changing a flat tire or cleaning or washing and/or

waxing a vehicle, no type of vehicle maintenance is permitted within the confines of the Condominium. Use of the parking spaces and/or driveways for purposes other than parking (e.g. storage of furniture, automotive repair, maintenance, furniture refinishing, etc.) is prohibited.

Under no circumstances are vehicles permitted on other than designated paved areas of the Condominium without the express written authorization of the Trustees or their designated agent. At no time shall the access area in front of the walkway be blocked by a parked vehicle. No vehicle shall be parked so as to block access to any roadway or parking area. No parking on the roadway is allowed at any time. Violation may result in a per occurrence fine imposed by the Trustees.

13. **SNOW REMOVAL.** During snow removal times, residents shall cooperate with the snow-removal contractor, moving their vehicles when requested to do so. Vehicles may, from time to time, be ordered removed from parking areas and/or driveways to permit snow plowing. Owners of such vehicles shall promptly comply and remove their car from the parking area until the snow plowing is complete. The Trustees are authorized to impose a fine, per occurrence, for failure to do so.
14. **VEHICLES.** Only cars and light trucks without signage are permitted to park overnight in the common parking or driveway areas.

Vehicles left on the property for extended periods of time while the Owner and/or tenant are away must be parked inside the garage and not left in the common parking or driveway areas.

All vehicles within the confines of the Condominium must be in operable condition and have current license plates and inspection sticker (if required). Any vehicle not in conformance with the above may be moved or removed by the Trustees without notice and at the expense of the vehicle owner. Notwithstanding the foregoing, nothing herein shall be construed as to limit the Declarant, or its successors and/or assigns from engaging in such activities in connection with its construction, sales, marketing and/or leasing activities.

Pursuant to Condition No. 13 of the Major Site Plan Approval of the condominium complex, Fire Lanes, as denoted on the recorded plans shall be maintained so as to be clearly readable by residents and visitors. No resident or guest parking, at any time, is allowed in any area designated a fire lane, and any violation will be enforced pursuant to Section 33 of these Rules and Regulations, entitled "Enforcement." See decision of the Southborough Planning Board, dated June 5, 2017, recorded with the Worcester District Registry of Deeds, Book 58422, Page 39.

15. **GARAGES.** Consistent with the provisions, conditions, and requirements of the Town of Southborough Grant or a special Permit and Major Site Plan Approval for the Condominium project, garage spaces must always remain fully usable for the garage purpose intended and cannot be converted or reconstructed as finished living space.
16. **GARBAGE DISPOSALS/GRINDERS.** The use of garbage disposals or grinders is strictly prohibited at all times. See Town of Southborough regulations regarding the same.
17. **CAMPER, TRAILER, BOAT, RECREATIONAL VEHICLES, ETC., STORAGE.** No recreational vehicles (campers, boats, motor homes, etc.) or commercial vehicles, trucks or similar heavy duty vehicles, motorcycles, boats, utility trailers, boat trailers and camping trailers will be allowed to be parked or stored within the Common Areas or Limited Common Areas and Facilities of the Condominium, unless appropriate temporary or permanent storage arrangements have been approved in writing by the Trustees. This prohibition includes the overnight storage or parking of such vehicles and equipment. When such permission is granted, the permitted vehicles must be parked in the common parking area and shall not be used as living quarters.
18. **SIGNS.** Unit Owners may not display any signs including without limitation "For Sale" or "For Rent" signs in windows of or otherwise on the exterior of their Units nor may the Owners of Units place window displays or advertising in windows of such Units, other than holiday displays.
19. **DAMAGE TO COMMON AREAS OR LIMITED COMMON AREAS AND FACILITIES OR ABUSE OF MECHANICAL SYSTEMS.** Any damage to any building, Common Area or Limited Common Area and Facility, any damage to the mechanical, electrical or other building service system of the Condominium by misuse of those systems caused by a Unit Owner or occupant, his family, guests, agents, servants, employees, licensees or tenants shall be the responsibility of the Unit Owner. The Trustees may charge to a Unit Owner any costs of repair or replacement of such items.
20. **PLUMBING.** Each Unit Owner shall keep his/her Unit in a good state of preservation and cleanliness. Plumbing fixtures and apparatus shall not be used for any purpose other than for which they were constructed. The Unit Owner shall pay for any damage to the plumbing system of any building resulting from such misuse.
21. **STRUCTURAL INTEGRITY OF THE BUILDINGS.** Nothing shall be done in any Common Areas or Facilities which will impair the structural integrity or fire rating of any building or building component, nor shall anything be done in or on said areas which would structurally change any building, without the prior written permission on each occasion by the Trustees.

All Unit Owners shall be responsible for ensuring that only properly insured personnel perform work in their Units. Proof of required minimum levels of insurance shall be submitted to the Trustees prior to any work being performed in a Unit.

22. **SAFETY.** Each Unit Owner assumes responsibility for his own safety and that of his family, guests, invitees and lessees.
23. **GUESTS.** Owners will be held responsible for the actions of their guests. If occupancy by guests creates a nuisance to other Owners, the Trustees shall have the right to request that such guests leave. Responsibility for such supervision shall rest with any Owner who is the host of such guests or the Owner of the Unit where the guests are visiting, whether or not the Owner is in residence at the time the nuisance occurs.
24. **COMPLAINTS.** Complaints of violations of these Rules and Regulations should be made to the Trustees in writing. If the Trustees feel a complaint is justified, they will take whatever action they deem appropriate. The complainant will be notified, in writing, by the Trustees as to what action has been taken. The Trustees are not required to take any action upon receipt of a complaint.
25. **AMENITIES.** Only residents of the Condominium and their guests may use the Condominium amenities appurtenant to Units in the Condominium.
26. **VENDING, PEDDLING OR SOLICITATION.** No person, including any Unit Owner, shall enter, or go through the Condominium for the purposes of canvassing the residents, or for the purpose of vending, peddling, or soliciting orders for any merchandise, book, periodical, or circular of any kind or nature whatsoever; or for the purpose of soliciting donations or contributions for or distributing any handbill, pamphlet, circular, tract, book notice or advertising matter; provided, however, that such canvassing, vending, peddling, soliciting or distribution may be made with the written consent of the Trustees. Notwithstanding the foregoing, nothing herein shall be construed as to limit the Declarant, or its successors and/or assigns from engaging in such activities in connection with its sales, marketing and/or leasing activities.
27. **NOISE.** Owners, guest and lessees will be expected to reduce noise levels after 10:00 p.m. so that neighbors are not disturbed. At no time are musical instruments, radios or televisions to be so loud as to become a nuisance.
28. **KEYS, LOCKS AND SECURITY SYSTEMS.** Security system alarms shall not be utilized outside or installed outside the Unit. Unit Owners are encouraged to install their own locks. It will be the responsibility of the Unit Owner to leave a key with a neighbor or other responsible person who resides in the Condominium. This information must be provided to the Trustees and/or Management Company.

Under no circumstances will the Trustees maintain keys to the individual Units. Should a forced entry be necessary because of an emergency situation, the Unit Owner shall be responsible for any damage caused by the entry.

- 29. OFFENSIVE ACTIVITIES.** No Owner may use or maintain his/her Unit or the Common Areas and Facilities appurtenant thereto for any purpose or in any manner which is contrary to any applicable law, rule, regulation or requirement of any governmental authority, or for any purpose which would constitute a nuisance or be offensive.

No Unit Owner shall engage in or permit offensive activities or any noises by himself, his family, agents, visitors, lessees, nor do himself or permit anything to be done by such persons either willfully or negligently that:

- 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 or occupants;
- c. May or does cause damage to any other Unit or to the Common Areas and Facilities; or
- d. Results in the removal of any article or thing of value from any other Unit Owner's Unit or from the Common Areas and Facilities of the Condominium.

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

- 30. MOVING.** Moving companies or other furniture movers, including Unit Owners and/or Unit occupants shall neither move into Units or out of Units before 7:00a.m. or after 9:00p.m.
- 31. LITTERING.** There will be no littering. Paper, cans, bottles, cigarettes butts, and other trash is to be deposited only in trash containers and under no circumstances are such items to be dropped or left on or about the Common Areas and Facilities.
- 32. TRASH DISPOSAL.** All garbage, trash, cans and bottles must be securely bagged or wrapped. Trash is to be stored in plastic bags; no trash shall be placed in Common Areas and Facilities except for bagged trash on days of trash pickup only. Trash is to be placed in secured plastic bags at curbside on designated trash pickup days by a contractor selected by the Trustees of the Association and no other trash or recycling contractor shall be permitted upon the land of the Condominium without the express written consent of the Trustees. The costs for trash pickup are an expense of the Unit Owners and not to be treated as a common

expense. Recycle materials are to be placed in brown paper bags or a designated receptacle. No metal or plastic trash containers or barrels shall be left outside the Unit in Common Areas and Facilities. It will be the responsibility of the Unit Owner to dispose of any trash articles too large to be disposed of by normal residential trash pickup.

33. **RESIDENTIAL SEWAGE DISPOSAL.** Residential sewage discharged from the units at Cains Crossing shall be limited to the combination of human and household waste with water which is discharged to the home plumbing system including the waste from a flush toilet, bath, sink, lavatory, dishwashing or laundry machine, or the water-carried waste from any other fixture, equipment or machine within each unit and specifically excluded from this waste stream are the following: adult and/or infant diapers, sanitary napkins, paper towels, and/or wet wipes as these can clog the gravity sewer and force main system components.
34. **ENFORCEMENT.** The Trustees are authorized, in their sole discretion, to impose monetary fines or penalties for violation of these Rules and Regulations or the provisions of the Master Deed. Further, the Trustees have the right to relax or withhold enforcement of any rule or regulation for any or all residents, or which, under the circumstances, would be unfair or impractical to enforce.
35. **DELEGATING OF POWERS.** The Trustees shall have the authority and duty to enforce these Rules and Regulations, but, in their discretion, may delegate such enforcement authority and duties under these Rules and Regulations to whomever they deem desirable.
36. **RIGHT TO A HEARING.** Any resident, Unit Owner, guest or occupant aggrieved by any fine or penalty imposed by the Trustees will be granted a hearing, provided that said resident requests a hearing within ten (10) days of the grievance. Said hearing shall be held within twenty-one (21) days of receipt of the written request for the hearing, and shall be conducted in a closed session. The party aggrieved, the Unit Owner and/or/his/her representative and the complainant are required to attend the hearing.
37. **AMENDMENT.** These Rules and Regulations may be revised in any way at any time by the Trustees as conditions warrant, provided that a written communication is sent to each Owner advising him/her of the change.

EXHIBIT B

Operations & Maintenance Plan
for
Cains Crossing at Lincoln Square
Southborough, Massachusetts
Subsurface Sewage Disposal System

Overview

Cains Crossing at Lincoln Square is an 11-unit, age restricted over 55 housing development served by an on-site subsurface sewerage disposal system with a design capacity of 1,650 gallons per day. Sewerage flows consist of domestic sewerage flow from 11, 2 -bedroom units that do not include provisions for garbage grinders. Flow to the system was calculated based on Massachusetts State Environmental Code (Title 5) at 150 gallons per day per unit. The use/installation of garbage grinders is not allowed under any circumstances.

This O&M Plan presents required procedures and timeframes for the routine Operations and Maintenance of this sewerage disposal system. Other specific procedures, testing, reporting, etc. may be required by the Local Board of Health, and should be incorporated into this plan. All of these procedures are the responsibility of the OWNER (The Cains Crossing at Lincoln Square Condominium Association) and as OWNER is responsible for the entire sub-surface sewage disposal system, including maintenance, repair, and operation in compliance with the design plans, the State Title 5 Code and the Southborough Board of Health's Rules and Regulations. The Owner may contract operation and maintenance responsibility to a Licensed Operator, however it is still ultimately the Owner's responsibility to properly operate and maintain the soil absorption system, therefore all necessary repairs are also ultimately the responsibility of the Owner and should be conducted and documented along with the procedures outlined herein. Refer to the plans and design documentation for specifications of the system. Finally, in order to maintain Title 5 Compliance, the OWNER shall have a complete Title 5 Inspection completed by a Licensed System Inspector every 3-years from the date of the issuance of the Certificate of Compliance. The records of this Title 5 Inspection shall be retained onsite and with the Southborough Board of Health.

System Components

- 4,000-gallon septic tank 3,000-gallon pump chamber
- Two (2) sewerage-handling pumps and controls (Myers SMR4; or approved equal pumps as was installed by Septic Pump Lift Station 82 Lawrence St., Waltham, MA 02451 (781-861-8442)
- 2" PVC Force Main
- 6" gravity collection system including seven (7) sewer manholes
- Leaching Bed (Soil Absorption System) with Reserve Area

Required Personnel

- A. System inspections shall be performed by a licensed system inspector in accordance with 310 CMR 15.340.
- B. Any tank pumping shall be by a licensed septage hauler in accordance with State and local codes.
- C. All pump maintenance and repairs shall be conducted by a licensed electrical contractor experienced in sewerage pumping systems.
- D. Repair to system components shall be performed by a licensed system installer.

Pumping System Inspections, Operations and Maintenance

Inspection Frequency: *Annually*

Septic Tank

- A. Location: The 4,000-gallon tank. In front of units 5 & 6 in the grassed island. (shown on the design and as-built plans)
- B. At a minimum, pump tank annually, or greater frequency whenever the combined thickness of the scum/sludge thickness exceeds one fourth septic tank capacity.
- C. Record scum and sludge thickness. If combined thickness of the scum/sludge thickness exceeds one fourth septic tank capacity, increase inspection frequency.
- D. Inspect structural integrity of tank, tees and covers, check for evidence of infiltration and/or flow. Repair as necessary.
- E. Outlet Filter – Inspect and clean yearly or more often as needed.

Pump Chamber

- A. Location: The 3,000-gallon tank. To the front of units 5 & 6, in front of the septic tank in the grassed island. (shown on design and as-built plans)
- B. Observe at low water level for leakage, solids, foreign debris and excessive grit accumulation.
- C. Inspect manhole frames and covers for structural integrity. Check for evidence of infiltration and/or inflow. Repair as necessary.

Pumping Appurtenances

- A. Pumps (dual pumps are utilized in the pump chamber)
 - 1. Observe operation for balance and vibration, noise and any extraneous leakage or discharge.
 - 2. Repair/replace worn, broken cracked or fatigued parts.
- B. Fittings and Piping
 - 1. Valves, unions, bends and pipes shall be inspected for operation, Structural and mechanical integrity, or corrosion and repaired/replaced as necessary.
 - 2. Locate clean-outs and inspect. Ensure no leakage.
- C. Control Panel/Electrical Components

1. Wiring relays, circuit breakers, disconnects, junction boxes, control boxes, service wiring and appurtenant items to be inspected for wear or breakage/cracking, arcing, etc. and replaced/repared as necessary.
2. Float switches to be inspected for wear, breakage/cracking, and replaced as necessary, floats shall also be inspected for operation, attachment to the walls and tangling or sludge accumulation.
3. Alternator and controls to be inspected for proper operations and annunciation.
4. Record pump cycles and run timer. Perform test of each pump to insure adequate delivery and volumes.

Distribution Boxes

- A. Location: The three distribution boxes are at the outlet of the pump chamber at the front of units 5 & 6, in front of the septic and pump chamber tanks in the grassed island. (shown on the design and as-built plans)
- B. Observe for any evidence of solids carryover or leakage into or out of the box and if the outflow is equally distributed to each outlet line.
- C. Observe if there is any evidence of backup.

System Inspection/Maintenance

- Measure the depth of ponding within SAS above the interface with underlying pervious soils by means of three inspection ports.
- Inspect the septic tank at least once every year under normal usage. Have the tank emptied annually or when surface scum and bottom sludge occupy one fourth or more of tank capacity.
- After pumping, inspect the septic tank for integrity to ensure that no groundwater flow is entering it. Also check for the integrity of the tank inlet and outlet baffles.
- Inspect the system to ensure that vents are in place and free of obstruction.

Site Maintenance

It is important that the system site remains free of shrubs, tree, and other woody vegetation to within a minimum of 10 feet of leaching limits.

Reserve Area

The reserve area, as shown on the design plans, shall be protected to ensure that no structures are constructed on that area and that the area is not disturbed in any manner that will render it unusable for future installation of a conventional Title 5 soil absorption system.

Infiltration and Inflow Analysis

Frequency: Once in the first year of operation then every five years thereafter. A registered professional engineer or the original septic system design engineer shall conduct an analysis of the amount of water used from the water meter reading and compare to the pump control panel for actual pump run time and the pump event counter to determine the estimated gallons (IN) minus any irrigation, and the amount of domestic waste being pumped (OUT) to determine any inflow/infiltration. This calculation need only be done every (5) five years unless the septic tank pumper/hauler has evidence to believe the system has and inflow/infiltration problem.

Gravity Collection System

- A. Perform inflow/infiltration analysis of the system. Perform analysis based upon EPA's "Guide for Estimating Infiltration and Inflow" dated June 2014, and attached to this O&M plan.
- B. Inspect manholes and piping for blockage and jet the piping if any blockage is found.

Emergency Response

- A. **Alarm Event:** Notify licensed service provider for pump inspection and service. Notify septage hauler that pumping may be necessary, notify Board of Health.
- B. **Power Outage:** In the event of a power outage, notify the service provider. The service provider shall inspect the dosing/pump chamber to determine the liquid level and available storage capacity. The service provider shall utilize a portable generator for operations of the pumps. The pump chamber shall be inspected twice per day and pumped as required until power is restored.
- C. **Break/Blockage in Force Mains or Gravity Collection System:** Notify Title 5 inspector and engineer for inspection of system. Notify Board of Health, and (if within roadway) DPW. Notify septage hauler that pumping may be required. Correct blocks/breakage per engineer/town staff requirements.

Reporting/Record Keeping

Records, including all of the following, shall be kept in a log with the OWNER. If requested, provide copies to the design engineer, Board of Health or MassDEP:

- Written report of annual inspection
- All tank pumping reports
- Maintenance logs and repair logs

Records, including all of the following, shall be kept in a log with the OWNER. If requested, provide copies to the design engineer, Board of Health or MassDEP:

- Written report of annual inspection
- All tank pumping reports
- Maintenance logs and repair logs
- Records shall be maintained for a minimum of 10 years

Additional Information

- A. EPA's "Guide for Estimating Infiltration and Inflow" dated June 2014
- B. The Condominium Association is the **OWNER/OPERATOR** of the entire sub-surface sewage disposal system and is responsible for its maintenance, repair, and operation in compliance with the design plans, the State Title 5 Code and the Southborough Board of Health's Rules and Regulations. If the Condominium Association decides to retain the services of a private management company to carry out the requirements of this Operation & Maintenance Plan for Cains Crossing at Lincoln Square, they are obligated to make sure that the management company is familiar with "on-site septic systems" generally and that they hire the appropriate licensed septic haulers/pumpers, civil engineers, and licensed septic installers to conduct every aspect of the O&M Plan and send **all** reports to the Southborough Board of Health office pertaining to the system.