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CANTER BROOK FARM CONDOMINIUM

DECLARATION OF TRUST

THIS DECLARATION OF TRUST is made this 30th day of January, 2020, by Canter Brook Capital, LLC, a Massachusetts limited liability company with an address of P.O. Box 1044, Sudbury, Massachusetts 01776 (hereinafter, the "Trustee" or "Trustees," which term shall be deemed to include its successors hereunder).

ARTICLE I
Name Of Trust

The Trust hereby created shall be known as the CANTER BROOK FARM CONDOMINIUM TRUST (the "Trust"), and under that name, so far as legal, convenient and practicable, all activities shall be carried on by the Trustee(s) and all documents shall be executed by the Trustee(s).

ARTICLE II
The Trust And Its Purpose

Section 2.1. Unit Owners Organization. All of the rights and powers in and with respect to the common areas and facilities (the "Common Areas and Facilities" or "Common Elements") of CANTER BROOK FARM CONDOMINIUM, a condominium located off of Highland Ave in Hamilton, Essex County, Massachusetts (the "Condominium") established by a Master Deed (the "Master Deed") of even date and recorded herewith with the Southern Essex District Registry of Deeds, which are, under the provisions of Massachusetts General Laws, Chapter 183A, as amended ("Chapter 183A"), conferred upon or exercisable by the organization of Unit Owners of the Condominium and all property, real and personal tangible and intangible, conveyed to or held by the Trustee (the "Trust Property") hereunder shall vest in the Trustees as it or they may from time to time be, 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 (the "Unit Owners") of the units (the "Units") of the Condominium according to the allocation of undivided interest in the Common Areas and Facilities (the "Beneficial Interest") set forth in the Master Deed of the Condominium, and (b) in accordance with the provisions of Chapter 183A. This Trust is the organization of Unit Owners established pursuant to the provisions of Section 10 of Chapter 183A for the purposes therein and herein set forth.

Section 2.2. Entity Created. It is hereby expressly declared that a trust and not a partnership has been created, and that the Unit Owners are cestuis que trustent and not partners or associates nor in any other relation whatsoever between themselves and with respect to the Common Elements and/or Trust Property other than as Unit Owners of the Condominium, and hold no relation to the Trustee other than of cestuis que trustent, with only such rights as are conferred upon them as such cestuis que trustent hereunder and under the provisions of Chapter 183A.

ARTICLE III
The Trustee(s)

Section 3.1. Number Of Trustees. Until the "Transition Date" described in Section 3.4 below, the Trustee or Trustees shall be appointed by the Declarant and its successors and assigns as described in said Section 3.4. After the Transition Date, there shall be a Board of Trustees (the "Board" or the "Trustees") consisting of three (3) natural persons who shall be elected as hereinafter provided. Such natural persons shall be Unit Owners or spouses of Unit Owners. In such case as title to a Unit is held by a fiduciary, such natural person may be the fiduciary, or in the case of a Unit owned by a partnership, limited liability company or corporation, an officer, director, partner or member of such entity.

Section 3.2. Terms Of Trustees. After the first election after the Transition Date, the term of each Trustee shall be for a period of three (3) years from the annual meeting of Unit Owners at which such Trustee is elected. Such terms shall be on a staggered basis so that in each year one or two Trustees' terms will expire. To that end, at the initial election in anticipation of the Transition Date, one Trustee shall be elected for a term of one year, one for two years, and one for three years. The candidates receiving the most votes at the initial election after the Transition Date will be elected for the longer initial terms. The election in anticipation of the Transition Date shall occur at least ninety (90) days ahead of the Transition Date to allow time for the newly elected Trustees to familiarize themselves with operations of the Condominium Trust and to work with the Declarant to facilitate a smooth transition. A Trustee whose term has expired shall continue in office until a successor is elected or appointed as hereinafter provided.

Section 3.3. Vacancies, Election, Appointment And Acceptance Of Trustees. After the Transition Date, if and when the number of Trustees shall become less than three (3) due to death, disability, removal or resignation, a vacancy shall be deemed to exist, whereupon a special meeting of the Unit Owners shall be duly convened within sixty (60) days of the creation of such vacancy to elect a successor Trustee. The expiration of a term shall also create a vacancy which, however, shall be filled at the annual meeting of the Unit Owners. At such meeting Trustee(s) shall be elected by the vote of a majority of the Unit Owners present in person or by proxy; provided that a quorum is present. There shall be no cumulative voting. In such event as the Unit Owners should fail to elect a successor Trustee within said sixty (60) day period, then the Trustees then remaining may appoint a natural person, as aforesaid, to fill such vacancy. In the event that the Trustees fail to so appoint a successor Trustee within thirty (30) days, or if there is no remaining Trustee, then such vacancy, or vacancies, shall, upon the petition therefor of any Unit Owner, with notice to all other Unit Owners, be filled by the appointment, or appointments, of a court of competent jurisdiction. The election or appointment of Trustees shall become effective upon such election or appointment. An instrument certifying such election or appointment shall be recorded with the Registry of Deeds, acknowledged and subscribed to by a majority of the then Trustees, (1) referencing this Declaration of Trust; (2) reciting the election or appointment of the successor Trustee(s); and (3) containing the acceptance of such election or appointment by the successor Trustee(s). Except as provided in Article VII hereof, the failure or delay in recording said instrument shall not affect the validity of such Trustee's election.

Section 3.4. Trustee During Initial Period Of Condominium; Transition Provisions. Notwithstanding the foregoing, during the period from the establishment of the Condominium—that is, the recording of the Master Deed and this Declaration of Trust—until (i) the conveyance by the Declarant, its successors or assigns, of 85% or more of the Units which may become part

of the Condominium to third-party purchasers or (ii) seven (7) years from the conveyance of the first Unit, whichever should first occur, there shall be only one (1) Trustee appointed by the Declarant, its successors or assigns. As described above, the original Trustee appointed by the Declarant is the Declarant itself. The Declarant, at its option, may expand the initial Board of Trustees from one member to two or more members, all of which shall be designated by the Declarant, its successors or assigns. Upon any vacancy existing in such Trustee or Trustees, its or their successor(s) shall be appointed solely by the Declarant, its successors or assigns. On or before the date which is one hundred twenty (120) days after the occurrence of either items (i) or (ii) delineated above (such 120th day being hereafter referred to as the "Transition Date"), a special meeting of the Unit Owners shall be held for the purpose of electing three (3) Trustees who shall serve as described above. Such Trustees shall be elected by the vote, in person or by proxy, of the Unit Owners as provided in Section 3.3 above. The Declarant may, at its sole option, choose to accelerate the Transition Date to a date which is earlier than that determined as set forth above.

Section 3.5. Trustee Action. In any matter relating to the administration of the Condominium and the exercise of the powers herein conferred, the Trustee(s) may act by majority vote of their number at any duly called meeting at which a quorum is present as hereinafter provided. The Trustees may also act without a meeting by instrument or instruments executed by all of their number.

A. Power To Act When Vacancy Exists. Notwithstanding anything contained herein to the contrary, despite any vacancy in the office of Trustee, however caused and for whatever duration, the then remaining or surviving Trustees, or Trustee, shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

Section 3.6. Trustee Meetings; Quorum; Minutes. Until the Transition Date, regular Trustee meetings shall not be necessary, but may be called by any Trustee upon seven (7) days' written notice to any and all other Trustee(s). After the Transition Date, the Trustees shall meet annually on the date of the annual meeting of the Unit Owners, immediately following such, and at such meeting they may elect from their number a Chairman, Treasurer and a Secretary, and any other officers they deem expedient. The Trustees shall thereafter meet at such regular interval, time and place as determined, and specially upon the request of any two Trustees; provided, however, that written notice of each such special meeting setting the place, day, hour and purpose thereof shall be given at least two (2) days before such meeting to each Trustee, unless such notice is waived by all Trustees. A majority of the number of Trustees then in office shall constitute a quorum at all meetings, and such meetings shall be conducted in accordance with such rules as the Trustees may adopt.

Minutes of all Trustee meetings shall be taken by a person designated by the Trustees and shall be maintained by the Trustees as part of the records of the Trust.

Section 3.7. Officers; Committees. After the Transition Date, there shall be from among the Trustees, in addition to such other officers as they may elect from their number, the following officers who shall have the following listed duties:

A. Chairman. The Chairman shall be the chief executive officer of the Trust. He or she shall preside at all meetings of the Unit Owners and of the Trustees. The Chairman

shall have the power to appoint committees from among the Unit Owners from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Condominium. If the Chairman is unable to act at any time, the remaining Trustees shall appoint some other of their number to act in the place of the Chairman on an interim basis.

B. Treasurer. The Treasurer shall have the responsibility for overseeing the Trust's funds and securities and shall be responsible for maintaining full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He or she shall be responsible for the deposit of all monies and other valuable effects in the name of the Trust in such depositories as may from time to time be designated by the Trustees.

C. Secretary. The Secretary shall maintain the minutes of all meetings of the Unit Owners and of the Trustees; he or she shall have charge of such books and papers of the Trust; and he or she shall, in general, perform all the duties incident to the office of clerk or secretary of a business corporation organized under Massachusetts law.

There may, additionally, be such committees with such duties and responsibilities as designated by the Trustees.

Section 3.8. Resignation; Removal. Any Trustee may resign at any time by an instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds and delivered to the remaining Trustees. Such resignation shall take effect upon the recording of such instrument with the Registry of Deeds, unless specified to be effective at some other time in said instrument. The remaining Trustees, or Trustee, shall forthwith cause said instrument to be duly recorded with the said Registry of Deeds. Upon a failure thereof, or the absence of other Trustees, the resigning Trustee may so record said instrument and shall notify the Unit Owners thereof.

Any Trustee appointed by the Declarant may be removed only by the Declarant. After the Transition Date, any Trustee may, with or without cause, be removed by a vote of fifty-one percent (51%) of the Unit Owners at a special meeting duly called therefor and after being afforded the opportunity to be heard. The vacancy so resulting shall be filled in the manner provided in Section 3.3 hereof. Any removal shall become effective upon the recording of a certificate thereof with the Registry of Deeds executed by one or more of the then remaining Trustees in office or, upon a failure thereof, by the Declarant (if prior to the Transition Date), or by any five of the Unit Owners voting to remove such Trustee (if after the Transition Date). In no case may the original Trustee or successor Trustees appointed by the Declarant, its successors or assigns, be removed except by the Declarant, its successors or assigns.

Section 3.9. Bond Or Surety. No Trustee elected or appointed as hereinbefore provided, whether as original Trustee or as successor to or as substitute for another, shall be obliged to give any bond or surety or other security for the performance of any of his duties hereunder; provided, however, that the Unit Owners by a vote of fifty-one percent (51%) may at any time require that any one or more of the Trustees, except a Declarant or Court-appointed Trustee, shall give bond in such amount and with such sureties as shall be specified in such vote. All expenses incident to any such bond shall be charged as a Common Expense of the Condominium. The foregoing

shall not affect any fidelity coverages hereinafter required under the insurance provisions of this Trust.

Section 3.10. Compensation Of Trustees, Officers And Committee Members. No Trustee, Officer or Committee Member shall receive remuneration (which term shall not be deemed to include reimbursement for expenses incurred by such person in connection with his duties, which reimbursement shall be permitted and charged as a Common Expense) for his services unless so provided for by a vote of fifty-one percent (51%) of the Unit Owners and any remuneration so provided shall be from time to time fixed by said Unit Owners, and shall be a Common Expense of the Condominium. With the approval of a majority of the Trustees, any Trustee, Officer, or Committee Member may receive reasonable remuneration for extraordinary or unusual services, professional or otherwise, rendered by him to the Trust, all as shall be from time to time fixed and determined by said Trustees, and such remuneration shall be a Common Expense of the Condominium. No compensation to Trustees may be voted by the Trustees or the Unit Owners with respect to the period while the Declarant, its successors or assigns, has the right to designate Trustees as provided in Section 3.4. Notwithstanding the foregoing, prior to the Transition Date, the Declarant, in its capacity as Trustee, shall be entitled to include a management fee in the common expense budget, to compensate the Trustee for its reasonable costs and expenses in overseeing and managing the Trust.

Section 3.11. No Personal Liability. No Trustee, Officer, or Committee Member shall under any circumstances or in any event be held liable or accountable out of his or her personal or corporate assets or be deprived of compensation, if any, by reason of any action taken, suffered or omitted, or for allowing one or more of the other Trustees, Officers, or Committee Members to have possession of the Trust books or property, or be so liable, accountable or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of anything unless he or she is adjudicated to have acted with intentional and personal misconduct. All Unit Owners and all parties seeking monetary relief from the Trust, whether in an action based in contract, tort or otherwise, may bring an action against the Trustees in their Trust capacity only and may not bring an action against the Trustees in their individual or company capacity.

Section 3.12. Trustees, Officers And Unit Owners May Deal With The Condominium. No Trustee nor Unit Owner, shall be disqualified by his office, or status, from contracting or dealing, directly or indirectly, with the Trustees or with one or more Unit Owners as vendor, purchaser or otherwise because of his, the Trustees', Officers', or any Unit Owner's interest in any corporation, firm, trust, partnership or other organization connected with such contracting or dealing, nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which any Trustee, Officer, or Unit Owner, shall in any way be interested be avoided nor shall any Trustee, Officer, or Unit Owner, so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contact or arrangement by reason of such Trustee's or Officer's holding office or of the fiduciary relation hereby established, or by reason of such Unit Owner's status, unless the Trustee, Officer or Unit Owner shall be adjudicated by a court of competent jurisdiction to have acted in bad faith and failed to disclose the nature of his interest before the dealing, contract or arrangement is entered into.

Section 3.13. Indemnification. The Trust shall, to the fullest extent legally permissible, indemnify and shall have a duty to defend each of its Trustees, Officers and Committee Members against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him in

connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he may be involved or with which he may be threatened, while in office, or thereafter, by reason of his being or having been such a Trustee, Officer or Committee Member, except with respect to any matter as to which he shall have been adjudicated in any proceeding to have acted in bad faith or with willful misconduct or reckless disregard of his duties or not to have acted in good faith in the reasonable belief that his action was in the best interests of the Condominium. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any Trustee, Officer or Committee Member may be entitled herein or by contract or otherwise under applicable law. As used in this Section, the terms "Trustee," "Officer" and "Committee Member" includes his respective heirs, executors and administrators. Nothing in this Section shall, however, be deemed to limit in any respect the powers granted to the Trustees and Officers in this instrument.

ARTICLE IV
Beneficiaries And The Beneficial Interest In The Trust

Section 4.1. Beneficiaries And The Beneficial Interest. The cestuis que trustent or beneficiaries shall be the Unit Owners of the Condominium as they may be from time to time. The Beneficial Interest in the Trust hereunder shall be divided among the Unit Owners in the same percentages as the Undivided Interest in the Common Areas and Facilities as specified in the Master Deed (sometimes hereinbefore and hereinafter referred to as the "Beneficial Interest").

Section 4.2. Beneficial Interest Held By One Person. The Beneficial Interest appertaining to each Unit shall not be divided among the several Owners of any Unit. To that end, whenever any of the Units is owned of record by more than one person, the several owners of such Unit shall (a) determine and designate which one of such Owners 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 and acknowledged by all of the Owners of such Unit. Any such designation shall take effect upon receipt thereof by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate any one such Owner for these purposes. For Units to which title is held by a fiduciary, the fiduciary shall be the designated individual. For Units to which title is held by a corporation, a duly authorized officer of such corporation shall be the designee.

Section 4.3. Meetings Of Unit Owners. Meetings of the Unit Owners shall be held as hereafter provided:

A. Annual Meeting. There shall be an annual meeting of Unit Owners on the second Saturday of June at 10:00 A.M. at the Condominium or at such other reasonable date, place and time as may be designated by the Trustees (the "Annual Meeting"). If that day is a legal holiday, the meeting shall be held on the next succeeding day. The Trustees shall give written notice thereof to the Unit Owners at least fourteen (14) days prior to said date, which notice shall include an agenda and a full description of all matters to be voted upon, if any. At the Annual Meeting the Trustees shall submit reports of the management and finances of the Condominium, conduct elections as are necessary, and conduct such other business as is proper.

B. Special Meetings. 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 holding at least thirty-three and one third percent (33 1/3%) of the Beneficial Interest ("Special Meeting"). A request for such a Special Meeting from the Unit Owners shall be accompanied by a delineation of the items the requestors wish to have considered at said meeting, including the text of any proposed amendment to the Condominium's documents. Written notice of any Special Meeting designating the place, day and hour thereof, together with a full description of the matter(s) to be considered and/or voted upon, shall be given by the Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated.

C. Text Of Proposed Amendment. At any meeting of the Unit Owners at which a proposed amendment to the Condominium's documents is to be considered, the notice of such meeting shall include the full text of such proposed amendment.

D. Voting. Each Unit shall have one vote, which vote shall be weighted in relation to the votes of other Units in accordance with said Unit's percentage interest in the common areas and facilities of the Condominium, as established in the Master Deed, as amended from time to time. Unless otherwise specifically provided, the vote of a majority of the beneficial interests of Unit Owners (weighted as described above) present in person or by proxy at a duly convened meeting of the Unit Owners at which a quorum is present ("Majority Vote"), shall be binding as to those matters within the purview of the Unit Owners.

E. Quorum. A quorum for the conduct of business at meetings of the Unit Owners shall equal representation of fifty percent (50%) of the beneficial interests of the Units.

F. Proxies. A Unit Owner may grant to any natural person, upon a form specified by the Trustees, his proxy to vote and/or attend meetings of the Unit Owners. This right to grant proxies shall in no manner vitiate the provision contained in Section 4.2 where a Unit is owned of record by more than one person.

G. Minutes. Accurate minutes of all Unit Owner meetings shall be taken by a person designated by the Trustees and shall be maintained by the Secretary as part of the records of the Trust.

ARTICLE V
By-Laws

The provisions of this Article V shall constitute the By-Laws (the "By-Laws") of this Trust and the organization of Unit Owners established hereby and shall be applicable to the Property of the Condominium, the Trust Property and to the use and occupancy thereof. The term "Property" as used herein shall include the Land, Building and all other improvements thereon including the Units and Common Areas and Facilities, owned in fee simple absolute, or otherwise, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, owned by the Trust and intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Chapter 183A. The term "Trust Property" shall refer to all property to which title is held by the Trust.

All present and future owners, mortgagees, lessees and occupants of Units and their employees and guests, and any other persons who may use the facilities of the Condominium and/or the Property and/or the Trust Property in any manner, are subject to Chapter 183A, these By-Laws, this Declaration of Trust, the Master Deed, the Rules and Regulations promulgated hereunder, and all covenants, agreements, restrictions, conditions, easements and declarations of record (the "Title Conditions"). The acceptance of a deed, mortgage or conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement that Chapter 183A, these By-Laws, this Declaration of Trust, the provisions of the Master Deed and the Rules and Regulations, as they may be amended from time to time, and the Title Conditions are accepted, ratified and will be complied with.

Section 5.1. Powers And Duties Of Trustee(s). The Trustee(s) shall, subject to all provisions of applicable laws, the Master Deed, the Title Conditions, and this Declaration of Trust, including these By-Laws, have the absolute control and management and disposition of the Property (excluding the Units) and the absolute control, management and disposition of Trust Property as if they were the absolute owners thereof and shall have all of the powers necessary for the administration of the affairs of the Condominium and may do all such acts and things in connection therewith. The powers and duties of the Trustee(s) shall include, but shall not be limited to, the following, all of which shall be exercised subject to the provisions hereof:

A. Operating, caring for, keeping up, managing, leasing and maintaining the Common Areas and Facilities of the Condominium or any part thereof, including without limitation the common septic system which must be maintained in accordance with the provisions of Exhibit D to the Master Deed and all pipes, conduits, electrical systems, basins, drains, pumps and related equipment appurtenant thereto.

B. Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by them as a result of enforcement of the lien for Common Expenses, and action under Chapter 183A, Section 17 and 18, or otherwise.

C. Conducting litigation, including, but not limited to, litigation as to any course of action involving the Common Areas and Facilities or arising out of the enforcement of the By-Laws, Rules and Regulations, the Master Deed, and this Trust. Notwithstanding any provision of the Master Deed, or this Trust, or of these By-Laws or the Rules and Regulations to the contrary, neither the Trustees acting in their capacity as such Trustees or acting as representatives of the Unit Owners, nor any class of Unit Owners shall bring any litigation whatsoever unless a copy of the proposed complaint in such litigation has been delivered to all of the Unit Owners, and not less than sixty-seven (67%) percent of all Unit Owners (in number, as opposed to percentage interest) consent in writing to the bringing of such litigation within sixty (60) days after a copy of such complaint together with a statement specifying a specific monetary limitation to be paid as legal fees and costs and expenses to be incurred in connection therewith has been delivered to the Unit Owners.

The provisions of this Subsection 5.1(C) shall not apply to litigation by the Trustees against Unit Owners with respect to the recovery of overdue Common Expenses or Special Assessments, or to foreclose a lien under Massachusetts General Laws Chapter 183A, Section 6, and Chapter 254, Section 5 and 5A, or to enforce any of the provisions

of said Chapter 183A, the Master Deed, this Trust, these By-Laws or the Rules and Regulations against Unit Owners or occupants.

D. Determining and budgeting of the Common Expenses required for the affairs of the Condominium and this Trust, including, without limitation, the operation and maintenance of the Property.

E. Collecting the Common Charges (which for the purposes of these By-Laws shall mean such portion of the Common Expenses as are payable by the respective Unit Owners) from Unit Owners.

F. Employing and dismissing personnel necessary for the maintenance and operation of the Common Areas and Facilities.

G. Opening and utilizing bank accounts on behalf of the Trust and designating the signatories required therefor.

H. Obtaining of insurance.

I. Making repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property.

J. Incurring obligations and paying, compromising or adjusting all obligations incurred and rights acquired in the administration of the Trust.

K. Adopting and amending rules and regulations covering the details of the operation and use of the Common Areas and Facilities, the administration of the Condominium as contemplated by the Master Deed and this Trust, and in interpretation thereof.

L. Obtaining advice of counsel and relying thereon, and employing, appointing and removing such other persons, agents, managers, officers, brokers, engineers, architects, employees, servants and assistants as they shall deem advisable, and defining their respective duties and fixing their pay and compensation.

M. Granting of permits, licenses and easements and/or leases over, under, through and/or to the Common Areas for utilities, roads and/or all other purposes reasonably necessary and/or beneficial, useful for and/or to the proper maintenance and/or operation of the Condominium and/or the convenience of the Unit Owners, and modifying the terms and provisions of any easements, permits and/or licenses beneficial to the Common Areas and/or the Condominium.

N. Altering the layout, location, nature and/or use of any of the Common Elements, making installations therein, and moving and removing the same, subject, however, to a Unit Owner's rights to use any appurtenance to his or her Unit as specified in the Master Deed.

O. Enforcing obligations of the Unit Owners, including, but not limited to, the levying of general and special assessments for Common Expenses and the providing of adequate remedies for failure to pay such assessments, levying reasonable fines,

attorneys' fees, fines, costs and expenses against the Unit Owners for violations by the Unit Owners, or persons for whom a Unit Owner is responsible, of the Rules and Regulations or of the provisions of the Trust or the Master Deed, and in the case of persistent violations of the Rules and Regulations or of this Trust or the Master Deed by a Unit Owner, or persons for whom a Unit Owner is responsible, requiring such Unit Owner to post a bond to secure adherence thereto.

P. Investing and reinvesting the funds of the Condominium, or any part or parts thereof, and from time to time and as often as they shall see fit to change investments, including power to invest in all types of securities, and other property, of whatsoever nature and however denominated, all to such extent as to them shall seem proper, and without liability for loss, even though such property or such investment shall be of a character or in an amount not customarily considered proper for the investment of trust funds, or which does or may not produce income.

Q. Selling and exchanging Trust Property or any interest therein for such consideration and upon such terms as they deem advisable.

R. Purchasing and otherwise acquiring any real or personal property.

S. Borrowing money and mortgaging or pledging all or any part of the Trust Property, and/or the Condominium's Funds, and issuing bonds, notes or other evidence of indebtedness.

T. Providing for payment by the Trust of real estate taxes becoming due and payable after the date of recording of the Master Deed which are assessed upon all of the Land and/or improvements included within the Condominium, instead of upon individual Units and their proportionate interests in the Common Areas and Facilities, and levying an equitable assessment of said tax payments among the individual Unit Owners.

U. Incurring such liabilities, obligations and expenses, and paying from the principal or the income of the Condominium's funds all such sums, as they shall deem necessary or proper, for the furtherance of the purposes of the Trust.

V. Determining as to all sums of money and other things of value received by them, whether and to what extent the same shall be deemed to be and shall be accounted for as principal or as income, interest, late charges, attorneys' fees, fines, costs and/or expenses, and as to all charges or expenses paid by them, whether and to what extent the same shall be charged against principal or against interest, late charges, attorneys' fees, fines, costs and/or expenses, including, without hereby limiting the generality of the foregoing power, to apportion any receipt or expense between principal and income, interest, late charges, attorneys' fees, fines, costs and/or expenses, and the power to determine what portion, if any, of the actual income received upon any asset purchased or acquired at a premium or any wasting investment shall be added to principal to prevent a diminution thereof upon the maturity or exhaustion of such asset or investment.

W. Entering into and having such access to Units and Common Areas reserved to Units in the Condominium as shall be reasonably necessary to the performance and exercise of the duties, obligations, rights and powers of the Trustee(s) hereunder.

X. Executing any and all instruments incidental or necessary to carry out any of the foregoing powers.

Y. Generally, in all matters not herein otherwise specified, controlling, managing and disposing of the Trust Property and controlling and managing the Property (excluding the Units) as if the Trustee(s) were the absolute owners thereof and doing any and all acts, including the execution of any instruments, which by their performance thereof shall be shown to be in their judgment for the best interest of the Condominium and its Unit Owners.

Section 5.2. Maintenance And Repair Of Units; Trustee Access To Units. Except as hereinafter provided, the Unit Owners shall be responsible for the proper maintenance, replacement and repair of their respective Units, and (unless such maintenance is assumed in writing by the Trustees) to keep any abutting decks, patios steps, stoop appurtenant to the Unit clear of snow and ice. The Trustees shall be responsible for keeping driveways and front walkways to the Units clear of snow and ice. Except to the extent covered by the Trust's master casualty insurance, each Unit Owner shall be responsible for any and all damage to any and all other Units and/or the Common Areas and Facilities caused by his negligence or his failure to satisfy this maintenance obligation, including all costs, charges, attorneys' fees, fines and expenses incurred by the Trust. If the Trustee(s) shall at any time in their reasonable judgment determine that a Unit, or any part thereof, is in such need of maintenance or repair that the market value of one or more other Units is being adversely affected, or that the condition of a Unit, any part thereof, or limited common element, or any fixtures, furnishings, facilities or equipment therein, is hazardous to any Unit or the occupants thereof and/or adversely affects any other Unit and/or the Common Elements and/or the Common Expenses, the Trustee(s) shall in writing request the Unit Owner thereof to perform the needed maintenance, repair, replacement and/or work and/or to correct the relevant condition and/or its cause. In such case as action thereon shall not have been commenced within the time as may be reasonably set by the Trustee(s) and thereafter diligently brought to completion, the Trustee(s) shall be entitled to have such work performed for the account of such Unit Owner whose Unit is in need thereof and to enter upon and have access to such Unit for these purposes. In the case of an emergency which necessitates immediate action and the Unit Owner is unavailable or fails to take immediate action, the Trustee(s) may proceed thereto without delay. The cost incurred by the Trustee(s), including, but not limited to, attorneys' fees and expenses for such as is reasonably necessary therefor shall constitute an obligation of the applicable Unit Owner and shall be considered a Common Expense attributable to such Unit. The Trustee(s) may in their discretion additionally impose fines (which fines may be imposed on a daily basis, in the case of continuing and ongoing noncompliance) upon a Unit Owner who, in the Trustee(s)' judgment, unreasonably fails to comply with a request made by the Trustee(s) hereunder and may take all other action, including, but not limited to, seeking injunctive relief from a court of competent jurisdiction.

Should it be necessary that any part of a Unit, personal property of a Unit Owner, and/or any part of the Common Areas and Facilities to which a Unit Owner has the right of exclusive use, be required to be removed for the purpose of performing such work, or for the purpose of the Trustee(s) performing work upon the Common Elements, such Unit Owner shall promptly comply with such request by the Trustee(s). Should such Unit Owner fail to so comply, or in the case of emergency, the Trustee(s) may remove and store such part and/or property for the account of the Unit Owner, the cost of which, including, but not limited to, attorneys' fees, fines

and expenses shall constitute an obligation of the applicable Unit Owner and shall be considered a Common Expense attributable to such Unit. Such removal and storage shall be reasonable in manner, extent and terms.

Section 5.3. Maintenance, Replacement And Repair Of Common Areas. Except as stated in Section 5.2 of this Article V or in Section 5 of the Master Deed or elsewhere in the Master Deed, the Trustee(s) shall be responsible for arranging for the cleaning, replacement, maintenance and repair of the Common Areas and Facilities and such other portions of the Condominium as may be herein specified, when the need for same has been brought to their attention and subject to budgetary constraints, the Trustees exercising ordinary due care and reasonable business judgment with respect to the scope, extent and timing of such maintenance, repair and replacement. The Trustee(s) may approve payment of vouchers for such work, and the expenses of such replacement, maintenance and repair shall be assessed to the Unit Owners as Common Expenses of the Condominium at such times and in such amounts as provided in Section 5.5; provided, however, that such cleaning, replacement, maintenance and/or repair as may be necessitated by the negligence, misuse or neglect of a Unit Owner, his family, servants, agents, employees, invitees, lessees, tenants, licensees, pets, or others upon the Property at the Unit Owner's behest, whether directly or by virtue of a Unit Owner's failure to properly maintain, repair or replace the Unit, components thereof, or Common Elements to which such Unit Owner has exclusive use, as well as all charges, fines, attorneys' fees, costs and expenses, shall be charged to such Unit Owner, constitute an obligation of such Unit Owner and be considered a Common Expense attributable to such Unit, except to the extent such as are covered by the Trust's master casualty policy (with any insurance deductible being deemed non-coverage).

Additionally, the Trustee(s), in order to preserve and maintain the appearance, integrity and value of the Condominium, shall be responsible for arranging for the maintenance, repair and replacement of the Limited Common Areas (except for any designated Limited Common yard areas) and exterior portions of the Units such as windows and doors, but as to the latter, only as to appearance – that is, painting and associated work. The cost of such maintenance of Limited Common Areas (including maintenance of privacy fences between Units/patios) shall be included in Common Area budget, provided that each Unit Owner shall be responsible for costs of maintenance of any flower gardens, vegetable gardens or additional hardscape or landscaping installed by such Unit Owner in the Limited Common Area appurtenant to his or her Unit which shall in all cases be approved by the Trustees.

A. Notice Of Person Responsible For Maintenance. The Trustee(s) shall provide every Unit Owner with the name, address, and telephone number of the person, firm or entity responsible for the maintenance of the Common Elements.

Section 5.4. Right Of Access. The Trustee(s) or any other person authorized by the Trustee(s), shall have a right of access to any Unit, and/or Common Areas to which a Unit has an exclusive right of use, for the purpose of making inspections, or for the purpose of correcting any conditions originating in the Unit and/or said Common Areas, or threatening another Unit or the Common Areas and Facilities, or for any other purpose reasonably necessary for the proper maintenance or operation of the Condominium, or for any other purpose as herein provided for which access to a Unit and/or said Common Areas is necessary; provided, however, that such entry is made after advance notice and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, or in such case as a Unit Owner fails to cooperate with the Trustee(s) after notice as aforesaid, such right of entry shall be immediate, and without

notice where such is impractical. In furtherance hereof, each Unit Owner shall provide to the Trustee(s) duplicate keys to all locks upon every means of access to a Unit.

Section 5.5. Common Expenses, Profits And Funds. Until conveyance of the first Unit by the Declarant to a third-party purchaser, the Declarant shall be responsible for all Condominium expenses. Thereafter, the Unit Owners shall be liable for Common Expenses and entitled to common profits of the Condominium in proportion to their respective percentages of the Beneficial Interest. The Trustee(s) may at any time or times, as they in their sole discretion may determine, distribute common profits and/or surplus accumulations among the Unit Owners in such proportions.

A. Reserve Funds. After the Transition Date, the Trustee(s) shall establish and maintain as hereinafter provided the following separate and segregated funds to be used for the purposes hereinafter specified:

i. Capital Expense Fund. After the Transition Date, The Trustee(s) shall set aside from the regular monthly payments of Common Charges an amount to be adequate and appropriate to provide a reserve for the periodic repair and/or replacement of the Common Elements and other capital purposes and may, to the extent consistent with these purposes, use the funds so set aside for the reduction of indebtedness or other lawful capital purpose, or subject to the provisions of these By-Laws and the provisions of Chapter 183A, Section 17 and/or 18, for the repair, replacement, rebuilding, restoration or improvement of the Common Areas and Facilities. Such reserves shall be maintained in a separate and segregated account to be known as the Capital Expense Reserve Account and the funds so set aside shall not be deemed common profits available for distributions; but, rather, shall be considered as property of the Trust.

To ensure the adequacy of such Fund, the Trustee(s) (after the Declarant-appointed Trustee) may periodically engage an appropriate professional to undertake a capital reserve study, and/or to up-date one previously undertaken, and based thereon establish an appropriate policy to fund such capital expense needs as therein determined.

ii. Working Capital. The Trustee(s) may maintain a working capital reserve in an amount as the Trustee(s) shall in their judgment determine as adequate and appropriate, to provide available funds to meet unforeseen expenditures, to cover cash flow requirements, or to acquire additional equipment or services deemed by the Trustee(s) as necessary or desirable, and may, to the extent consistent with these purposes, use the funds so set aside for operating expenses consistent with the provisions of these By-Laws. Such reserve shall be maintained in a separate and segregated account to be known as the Working Capital Reserve Account and the funds so set aside shall not be deemed common profits available for distribution, but, rather, shall be considered as the property of the Trust. The original purchasers of each Unit shall initially fund said account by paying into said account an amount equal to four months' of installments of common expenses, which amounts shall not be considered to be an advance payment of common expenses but shall be in addition to said charges. Said amount shall be paid at the time of purchase of the Unit by each initial purchaser, and shall be nonrefundable.

B. Determination Of Common Expenses And Fixing Of Common Charges. The Trustee(s) elected after the Declarant-appointed Trustee shall prepare a budget for the Condominium by establishing the Common Expenses expected to be incurred during the ensuing fiscal year together with a reasonable provision for contingencies and reserves as referred to above, and after taking into account any undistributed common profits from prior years (reserves excepted), shall determine the assessment to be made for such fiscal year (herein referred to as "Common Expenses"). The Common Expenses shall include, but in no way be limited to, all such amounts as the Trustee(s) may deem proper for the operation and maintenance of the Condominium, including, without limitation, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained pursuant to the provisions of this Declaration, an amount for a capital expense reserve, an amount for a working capital reserve, and an amount to make up for any deficit in the Common Expenses for any prior year. The Common Expenses may also include such amounts as may be required for the purchase or lease by the Trustee(s), on behalf of all Unit Owners, pursuant to the terms of this Declaration of Trust, of any Unit which is to be sold at foreclosure or other judicial sale, or otherwise.

As allowed by M.G.L. Chapter 183A, Section 6(a)(i), as amended, Common Expenses shall be assessed to the various Units in accordance withtheir Undivided Interest as set forth in the Master Deed. . The Trustee(s) shall promptly render statements to the Unit Owners for their respective shares of such assessment and the amount shown on such statement shall, unless otherwise provided therein, be due and payable within thirty (30) days after the same is rendered. In the event an annual assessment is not made as above required, an assessment shall be presumed to have been made in the amount of the last prior assessment. In the event that the Trustee(s) shall determine at any time during any fiscal year that the assessment so made is less than the Common Expenses actually incurred, or in the reasonable opinion of the Trustee(s), likely to be incurred, or in the event that the Trustee(s) shall determine that it is advisable to establish a larger reserve or other fund for projected capital or other expenditures or otherwise, the Trustee(s) may make one or more supplemental assessments ("Special Assessments") and render such statements as they may deem necessary therefor in the manner aforesaid, and the amount shown in such statement shall be payable and take effect as aforesaid.

The Common Expenses shall be determined in consideration of the number of Units existing at any given point and shall be adjusted, as shall the budget, appropriately as additional Units are phased in as provided for in the Master Deed. Common Expenses shall be assessed to and paid by the Declarant as to Units added to the Condominium by a Phasing Amendment or existing pursuant to this Master Deed and not sold to a third party from the date of recording of the instrument creating and/or adding such Unit(s) to the Condominium.

During the period from the date of the recording of the Master Deed until the date that individual Units are assessed for real estate taxes by the Town of Hamilton, the Trustee(s) may apportion the real estate taxes assessed on the Land and/or improvements in such equitable manner as they in their sole discretion determine and assess the same to the Units as a common expense attributable thereto, which assessment shall be due as and when specified by the Trustee(s).

C. Payment And Collection Of Common Expenses. The Trustee(s) shall, so far as reasonably possible, provide for payment of the annual assessment of Common Expenses in advance in monthly, substantially equal, installments, which shall be due upon the first day of each month in advance, or such other periodic payment as the Trustee(s) may determine. The amount of each such statement, together with late charges as may be reasonably imposed by the Trustee(s), reasonable attorneys' fees, fines and interest on the assessment as determined from time to time by the Trustees, if that amount is not paid when due, shall constitute a lien on the Unit of the Unit Owner assessed and the personal obligation of the Unit Owner, all pursuant to provisions of Chapter 183A, Section 6. The Trustee(s) may take action to collect any Common Expenses due from any Unit Owner which remains unpaid. The Trustee(s) may also prohibit the delinquent Unit Owner and/or persons occupying his or her Unit, from voting or using any of the amenities of the Condominium not necessary to the use of the Unit and may suspend all membership privileges of said Owner. To the extent a Unit Owner may be persistently delinquent in the timely payment of common expenses due, as the Trustee(s) in their sole discretion may determine, the Trustee(s) may require such Unit Owner to pay the Common Expenses due in one lump sum for the balance of the entire year as opposed to periodically as herein provided for.

All obligations and charges to a Unit Owner and such Unit Owner's Unit shall for the purposes hereof be deemed a Common Expense attributable to such Unit and payment thereof shall be enforceable as herein provided.

D. Payment Of Common Expenses Subsequent To Transfer. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to a sale, transfer or other conveyance by him of such Unit. A purchaser of a Unit shall not be personally liable for the payment of Common Expenses assessed and unpaid against such Unit prior to the acquisition by him of such Unit unless such purchaser has agreed to assume such obligation. This provision shall not, however, affect the statutory lien on such Unit for such unpaid Common Expenses. Except as provided in M.G.L. c. 183A, s. 6, a purchaser of a Unit at a foreclosure sale of such Unit by a first mortgagee or any first mortgagee who comes into possession of the Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims and/or liens for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit.

E. Default In Payment Of Common Expenses. In the event of default by any Unit Owner in paying to the Trustee(s) the Common Expenses attributable to his Unit (the "Common Charge"), such Unit Owner shall be obligated to pay all expenses, including attorneys' fees, fines, late charges and interest incurred by the Trustee(s) in any proceeding brought to collect such unpaid Common Expenses, irrespective of the amount so unpaid. The Trustee(s) shall have the right to attempt to recover such unpaid Common Expenses, irrespective of the amount so unpaid, together with late charges, interest thereon, fines and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit, or in any proceeding wherein the Unit Owner seeks to avoid payment of the common expenses due, all such constituting a lien as provided in Section 6 of Chapter 183A. In furtherance hereof, a defaulting Unit Owner hereby waives any argument upon

such a proceeding that the expenses thereof, including attorneys fees, are unreasonable and/or excessive when considered in the light of the amount so unpaid. A Unit Owner shall, upon any action brought by the Trustee(s) to collect unpaid Common Expenses, have no right to make any claims or defense of off-set upon any basis in such action but the Unit Owner shall be entitled to make such claim by separate action only after all amounts have been paid in full by said Unit Owner.

In such event as the Unit which Common Expenses are in arrears is leased, rented or let, and upon compliance by the Trustee(s) with the applicable provisions of M.G.L. c. 183A, s. 6, the Trustee(s) shall be entitled to require the lessee or tenant to pay the rent due therefore directly to the Trustee(s) until such time as the arrearage, late fees, interest, costs and expenses are fully paid and, upon a failure thereof, to an order of a Court of competent jurisdiction so requiring. This right shall be in addition to any other remedy herein or by law provided.

During the pendency of an action brought by the Trustee(s) to foreclose a lien on a Unit because of unpaid Common Expenses, a Unit Owner remaining in his Unit or renting or leasing his Unit for any period of time thereafter shall be required to pay a reasonable fee for the use and occupancy of his Unit and a receiver may be appointed to collect same.

The Trustee(s) acting on behalf of all Unit Owners, shall have power to purchase a Unit at the lien foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the votes appurtenant thereto), convey or otherwise deal with the same.

A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same, and may be brought simultaneously with an action to so establish and foreclose upon said lien.

F. Application Of Common Funds. The Trustee(s) shall expend common funds only for Common Expenses and other purposes permitted hereby and by the provisions of Chapter 183A.

G. Notice Of Default In Payment Of Common Expenses. Pursuant to the applicable provisions of M.G.L. c. 183A, s. 6, and/or upon the written request of the holder of any mortgage upon a Unit, the Trustee(s) shall notify such holder of any default by a Unit Owner in the payment of his share of the Common Expenses.

H. 6(d) Certificates. Upon written request of a Unit Owner or his designee, the Trustee(s) shall, within ten (10) days, provide a certificate in conformity with M.G.L. c. 183A, s. 6(d), specifying the amount, if any, of any unpaid Common Charges assessed to the Unit Owner and/or attributable to the Unit. The Trustee(s) may in their discretion impose a reasonable fee for the provision of such statement. Such Certificate need only be signed by any one Trustee.

Section 5.6. Insurance. The Trustee(s) and the Unit Owners shall obtain and maintain the following insurance policies:

A. Casualty Insurance. The Trustee(s) shall obtain and maintain, to the extent reasonably obtainable at reasonable costs and permitted by applicable law, so-called master policies of insurance providing fire-with-extended coverage and so-called all risk

coverage insurance, insuring the Condominium, including, without limitation, the Common Areas and Facilities, all of the Units with all fixtures, additions, alterations and improvements thereof, all heating and cooling equipment and other service machinery, apparatus, equipment and installations comprised in the Common Areas and Facilities, and also all such portions normally deemed to constitute part of the buildings and customarily covered by such insurance, but not including any furniture, furnishings, or household and personal property belonging to and owned by individual Unit Owners or Tenants, in an amount equal to not less than one hundred percent (100%) of the full replacement value thereof, exclusive of foundations, land and other items normally excluded therefrom without deduction for depreciation, but subject to a reasonable deductible as the Trustee(s) may determine, and which shall include, if available, so-called Agreed Amount, Inflation Guard, Construction Code and Replacement Cost Endorsements. In determining full replacement value, the Trustee(s) may reasonably rely upon the advice of the insurer or their agent. The name of the insured under such policy shall be stated in form, substance and effect similar to the following: "Trustee(s) of the CANTER BROOK FARM CONDOMINIUM TRUST for use and benefit of the Unit Owners of the CANTER BROOK FARM CONDOMINIUM and their mortgagees as their interests may appear." Such insurance shall contain the standard mortgagee clause and shall name the Trustee(s) as Insurance Trustee(s) for the use and benefit of all Unit Owners of the CANTER BROOK FARM CONDOMINIUM and their mortgagees as their interests may appear, with losses payable to and adjusted by the Trustee(s) as Insurance Trustee(s) in accordance with the provisions of these By-Laws. The Trustee(s) may insure against such other hazards or risks of casualty as the Trustee(s) from time to time in their discretion shall determine to be appropriate, including, but not limited to, vandalism, malicious mischief, windstorm and water damage, earthquake, flood and machinery explosion or damage.

B. Liability Insurance. The Trustee(s) shall obtain and maintain, to the extent reasonably obtainable at reasonable costs and/or applicable, master policies of insurance with respect to the Common Areas and Facilities for the benefit and protection of the Trust and all Unit Owners for: (i) comprehensive general liability insurance in such limits as the Trustee(s) may, from time to time, determine but in no case less than $1,000,000/$2,000,000 in coverage, covering the Trust, the Trustee(s), the Property Manager, if any, and each Unit Owner with respect to liability arising out of ownership, maintenance or repair of the Common Areas and Facilities of the Condominium, such insurance containing a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Condominium Unit Owner because of negligent acts of the Trust, the Trustee(s), the Unit Owner or other Unit Owners, and other provisions commonly referred to as a "Special Condominium Endorsement" or its equivalent; (ii) workmen's compensation and employee's liability insurance; (iii) if applicable, boiler and machinery insurance in such limits as the Trustee(s) may, from time to time, determine; and (iv) such other liability insurance as the Trustee(s) may from time to time deem appropriate and desirable.

C. Fidelity Coverage. The Trustee(s) shall obtain fidelity coverage against dishonest acts on the part of the Trustee(s), the Property Manager, if any, employees or volunteers responsible for handling funds belonging to Trust or administered by the Trustee(s). This fidelity insurance shall name the CANTER BROOK FARM CONDOMINIUM TRUST as the named insured and shall be written in an amount equal to the maximum amount

that will be in the custody of the Trust at any one time, but in no event less than three months' Common Expenses plus all reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

D. Directors' And Officers' Liability Insurance. The Trustee(s) may obtain as a Common Expense, Directors' and Officers' Liability Insurance in such amounts and upon such terms as they deem appropriate.

E. FHLMC, FHA and FNMA Insurance Requirements. If the Federal Home Loan Mortgage Corporation (FHLMC), the Federal Housing Administration (FHA) or the Federal National Mortgage Association (FNMA) insures or holds any interest in one or more mortgages on Units of which the Trustee(s) have received notice, the Trustee(s) shall obtain and maintain, to the extent reasonably obtainable, such other insurance as may be required and requested from time to time by FNMA, FHA or FHLMC.

F. Unit Owners' Insurance. Unit Owners and their tenants shall carry insurance for their own benefit insuring their furniture, furnishings and other personal property located within their respective Units or its appurtenances, and for such as is not covered by the Condominium master policies – particularly any deductible; provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Trustee(s) shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Unit Owners shall in all events also maintain loss assessment insurance coverage, as well as liability insurance covering damage to the Property in such reasonable amounts as the Trustee(s) may determine and, upon request, provide evidence thereof to the Trustee(s).

G. Terms And Conditions Of Policies. Policies for casualty insurance, and to the extent applicable, such other policies of insurance, shall provide to the extent reasonably obtainable: (i) that the insurance company waive any right of subrogation against the Trustee(s), their agents and employees, and the Unit Owners to the extent they are not specifically obligated hereunder; (ii) that the insurance shall not be prejudiced by any act or neglect of any Unit Owners or occupants or any other person or firm (including employees and agents of the Trustee(s)) when such act or neglect is not within the control of the Trustee(s) (or Unit Owners collectively) or by failure of the Trustee(s) (or Unit Owners collectively) to comply with any warranty or condition with regard to any portion of the premises over which the Trustee(s) (or Unit Owners collectively) have no control; (iii) that such policies may not be canceled or substantially modified without at least twenty (20) days' prior written notice to all Unit Owners and to all mortgagees of Units whom are named as mortgagees in such policies; (iv) that recovery thereunder shall not be affected on account of the availability of proceeds under any policies obtained by individual Unit Owners covering their Units; and (v) if obtainable, that the company shall waive any right it may have under the policy to repair or restore damage should the Unit Owners elect to terminate the Condominium because of such damage.

Such insurance policies may provide for a reasonable deductible from the coverage thereof as determined by the Trustee(s) in their reasonable discretion. In the event of any loss which relates in part to insurable portions of a Unit, or Units, and/or in part to the Common Elements, the Trustee(s) shall apportion to the Unit Owner or Unit Owners the

deductible amount directly proportional to the amount of such loss related to such Unit, or Units, and/or the amount of the loss related to the Common Areas and Facilities. Where such loss is solely to a Unit or Limited Common Area, the deductible amount shall be borne solely by the Unit Owner thereof.

H. Insurance Appraisal. The Trustee(s) may obtain an appraisal of the full replacement value of the property to be insured in accordance with the foregoing provisions of this Section, without deduction for depreciation, for the purpose of determining the amount of insurance to be maintained pursuant to this Section. If the Trustee(s) in their discretion deem it necessary, they may, upon notification of improvements to be made to a Unit by a Unit Owner, increase the insurance coverage afforded by said master policy.

I. Trustee(s) As Insurance Trustee(s). The Trustee(s) (i) shall have exclusive authority to negotiate all losses as herein provided for, (ii) shall collect and receive all loss insurance proceeds, and (iii) shall hold, use, apply and disburse the same in accordance with the applicable provisions of these By-Laws for the benefit of the Unit Owners and their respective mortgagees. With respect to losses which affect portions or elements covered by such insurance of more than one Unit and/or the Common Elements to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Trustee(s) in their judgment in a fair and equitable manner, primarily based upon the relative losses.

J. Authorized Insurance Representative. Notwithstanding any of the forgoing provisions and requirements to the contrary relating to physical damage or liability insurance, there may be named as an insured, on behalf of the Trustee(s), the Trustee(s)' authorized representative, including any Trustee, with whom such Trustee(s) may enter into any Insurance Trust Agreement or any successor to such Trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such physical damage or public liability insurance. Each Unit Owner and his or her respective mortgagee appoints the Trustee(s), or any Insurance Trustee or substitute Insurance Trustee designated by the Trustee(s), as his attorney-in-fact for the purpose of purchasing, maintaining and administering such insurance, including without limitation the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability and proofs of loss; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose.

K. Notification Of Mortgagees. The Trustee(s), on behalf of the organization of Unit Owners, shall, when requested by mortgagees of Units, give written notice to such mortgagees of such loss to the Common Areas and Facilities, or to the Unit mortgaged, as the mortgagee requests.

L. Certificates Of Insurance. Certificates of insurance with proper mortgagee endorsements, when requested, in writing, shall be issued to Unit Owners or their designees within ten (10) days of such request. The Trustee(s) may charge a reasonable fee for obtaining and issuing such certificates.

M. Notification To Trustee(s) Of Improvements. Each Unit Owner shall notify the Trustee(s) in writing of all improvements to his or her Unit (except personal property other than fixtures) which exceed a total value of Ten Thousand Dollars ($10,000.00) within twenty (20) days prior to the commencement of construction or installation of such improvement, and upon receipt of such notice, the Trustee(s) may notify the insurer under any casualty policy obtained pursuant to this Section of such improvements and shall, if necessary, purchase additional casualty insurance in such amounts as may be required under this Section. Any premium increase caused by insuring such improvements may be assessed to the Owner of the improved Unit as a Common Expense attributable to such Unit. No Unit Owner shall be entitled to receive insurance proceeds for repair, replacement or restor
ation of any such improvement not so reported to the Trustee(s), unless otherwise consented to the Trustee(s).

Section 5.7. Rebuilding, Restoration And Condemnation. The following provisions shall apply in the case of casualty loss or condemnation:

A. Casualty Loss. In the event of damage to or destruction of the Condominium as a result of fire or any other casualty, the Trustee(s) shall proceed as follows:

i. Casualty Loss To Units. Where such damage or destruction is solely to a Unit or Units, the Insurance Trustee designated herein shall promptly adjust and collect the loss and disburse the master policy insurance proceeds in appropriate progress payments with appropriate retainage to the Unit Owner(s) affected so as to facilitate and ensure the repair and restoration of the Unit or Units, so damaged or destroyed. In such case as an affected Unit Owner should fail to promptly take such action as the Trustee(s) deem appropriate to repair or restore his Unit, the Trustee(s) may, but shall not be obligated to, proceed thereto, in whole or in part, for his account and utilize the said insurance proceeds accordingly. The affected Unit Owner(s) shall bear any cost or expense for such repair and restoration in excess of the available insurance proceeds under the master policy, including any excess resultant from the application of any deductible thereon. Where more than one Unit is so damaged or destroyed, said proceeds and deductible shall be apportioned based upon the basis of the relative damage to each Unit; provided, however, that in such case as such damage or destruction is caused by the acts or omissions of a Unit Owner, his family, servants, agents, employees, invitees, licensees or lessees, any deficiency in the insurance proceeds shall be borne solely by such Unit Owner. Similarly, should there be any deficiency in the insurance proceeds resultant from a Unit Owner's failure to promptly and accurately report any improvements to his Unit pursuant to the provisions of Section 5.6.M, such deficiency shall be borne by such Unit Owner. The extent to which the cost is in excess of the insurance proceeds is attributable to such Unit Owner's failure to report improvements or is due to the acts or omissions as aforesaid shall be determined by the Trustee(s) in their reasonable discretion.

ii. Casualty Loss To Units And Common Elements Or Common Elements Only. Where such damage or destruction is solely to the Common Elements, or to both the Common Elements and Units, the Trustee(s), in their reasonable discretion, shall forthwith determine whether or not the loss exceeds ten percent

(10%) of the value of the Condominium immediately prior to the casualty and thereupon shall notify all Unit Owners of such determination. In furtherance thereof the Trustee(s) may employ such persons, firms or entities as are, in their judgment, appropriate to assist in such determination.

a. Loss Less Than Ten Percent. If the loss as so determined is less than, or equals, ten percent (10%) of the value of the Condominium immediately prior to the loss, the Trustee(s) shall proceed as provided in Subsection i above provided that the Common Elements shall be repaired and restored by the Trustee(s) and any deficiency thereto relating shall be borne from common funds.

b. Loss In Excess Of Ten Percent. If the loss to the Common Elements as so determined exceeds ten percent (10%) of the value of the Condominium immediately prior to the loss, the Trustee(s) shall seek the agreement of seventy-five percent (75%) of the beneficial interest of Unit Owners by submitting to the Unit Owners a form of agreement (the Restoration Agreement) whereby the Unit Owners authorize the Trustee(s) to proceed with the necessary repair and restoration.

(1) If such percentage of Unit Owners agree (by executing the Restoration Agreement) to proceed to the necessary repair and restoration, then the Trustee(s) shall proceed thereto as provided in Subparagraphs i and ii.a. above; provided that the cost of such repair and restoration in excess of available insurance proceeds shall be a Common Expense payable from common funds or by special assessment, if necessary; and further provided, however, that any Unit Owners who did not so agree may apply to the Superior Court of the county in which the Condominium is located on such notice to the Trust as the Court shall direct, for an order directing the purchase of their Units by the Trust at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a Common Expense.

(2) If such percentage of Unit Owners do not, within one hundred twenty (120) days of the occurrence of such loss, agree to proceed with the repair and restoration (by executing the Restoration Agreement and timely returning the same to the Trustee(s)), a Unit Owner's proportionate share of the insurance proceeds with respect to the Common Areas and Facilities, together with the portion of the insurance proceeds allocated to any Unit as a result of a loss to such Unit due to the casualty shall, to the extent permitted by law, shall be paid first to the holder of the first mortgage of such Unit, if any, up to, but not in excess of, the then principal balance secured thereby and any accrued interest and other charges then due the holder of the first mortgage, and thereafter to the Unit Owner, and if first mortgagees, of which the Trustee(s) have received notice, holding mortgages on Units having at least fifty-one percent (51%) of the Beneficial Interest approve a suit for partition then the Condominium shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order

to sell if an appropriate agreement to rebuild is filed. The net proceeds of a partition sale together with common funds of the Trust (adjusted for insurance proceeds paid or payable to mortgagees as aforesaid) shall be divided all as provided by law and distributed, with respect to the amounts respectively secured thereby, to the secured parties and thereafter to the Unit Owners. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A.

The Trustee(s) may perform emergency work essential to the preservation and safety of the Property or the safety of persons, or required to avoid the suspension of any essential service to the Condominium without having first adjusted the loss or obtained proceeds of insurance or otherwise having complied herewith.

If there shall have been a repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be added to the Condominium's Capital Expense Reserve Account or shall be, at the option of the Trustee(s), divided among the Unit Owners in proportion to their respective Beneficial Interest; provided, however, that no provision herein shall be deemed to give a Unit Owner or any other party priority over any rights of the holder of a first mortgage (if any) on such Unit Owner's Unit pursuant to such mortgage in the case of a distribution to such Unit Owner of insurance proceeds for losses to Units and/or Common Elements. First Mortgagees of Units will be entitled to priority with respect to any insurance proceeds distributed to their mortgagors.

Notwithstanding anything to the contrary contained in this Subsection, in the event that any Unit Owner shall dissent from any determination of the Trustee(s) with respect to the value of the Condominium or any other determination or action of the Trustee(s) under this Subsection by notice in writing to the Trustee(s) within ten (10) days after such determination or action, and such dispute shall not have been resolved within thirty (30) days after such notice, then either the Trustee(s) or the dissenting Unit Owner may submit the matter to arbitration, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

Notwithstanding anything to the contrary contained in the preceding paragraphs of this Subsection, the Trustee(s) shall not, in any event, be obliged to proceed with any repair or restoration unless and until they have received funds in an amount equal to the estimate of the Trustee(s) of all costs thereof.

The foregoing provisions are intended to comply with Section 17 of the Chapter 183A and to be, in addition, consonant with the requirements of FHLMC, FHA and FNMA. To the extent there is a conflict between the provisions hereof and Chapter 183A, Chapter 183A shall control.

B. Eminent Domain. If more than ten percent (10%) of the Condominium is taken under any power of eminent domain, the taking shall be treated as a "casualty loss," and the provisions of Section 17 of Chapter 183A of Massachusetts General Laws shall apply. Where one or more Units have been substantially altered or rendered uninhabitable as a result of a partial taking, and the Unit Owners vote to restore and continue the Condominium pursuant to the provisions of Section 17 of said Chapter 183A, the

Trustee(s) shall have the authority to acquire the remaining portions of such Units, for such price as the Trustee(s) shall determine, provided that any Unit Owner of such remaining portion who does not agree with such determination may apply to the Superior Court, on such notice to the Trustee(s) as the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court. Where as a result of a partial taking any Unit is decreased in size or where the number of Units is decreased by a partial taking, then the Trustee(s) may make such provision for realignment of the Undivided Interests in the Common Areas and Facilities as shall be just and equitable.

In the event of a total or partial taking under the powers of eminent domain, the Unit Owners shall be represented by the Condominium acting through the Trustee(s). In the event of a partial taking the award shall be allocated among the affected Units according to their appurtenant Beneficial Interest, and paid first to the extent permitted by law, to the holder (s) of the first mortgage of such Unit(s), if any, up to, but not in excess of, the then principal balance secured thereby and any accrued interest and other charges then due the holder(s) of the first mortgage. In the case of a total taking of all Units and the Common Areas and Facilities, the entire award shall be payable to the Trustee(s) to be allocated among the Units according to their appurtenant Beneficial Interest, and paid first to the extent permitted by law, to the holder(s) of the first mortgages of such Unit(s), if any, up to, but not in excess of, the then principal balance secured thereby and any accrued interest and other charges then due the holder(s) of the first mortgage. As to any portion or portions of any award which are attributable to direct or consequential damages suffered by particular Units, they shall be payable to the owners of such particular Units and their mortgagees, as their interests may appear.

C. Retention Of Architect. Whenever the estimated cost, as determined by the Trustee(s), of repair or restoration exceeds as to any one casualty or occurrence, ten percent (10%) of the value of the Condominium or twenty-five percent (25%) of the value with respect to any one Unit, then the Trustee(s), unless waived by unanimous vote, shall retain a licensed architect or licensed engineer, who shall not be directly or indirectly a Unit Owner or an employee or agent of any Unit Owner or a Trustee or an employee or agent of any Trustee, to supervise the work of repair or restoration, and no sums shall be paid by the Trustee(s) on account of such repair or restoration except upon certification to them by such architect or engineer that the work for which payment is being made has been completed in a good and workmanlike manner in accordance with approved plans and specifications, and that the estimated total cost of completion of said repair or restoration, less amounts theretofore advanced, does not exceed the undisbursed proceeds of insurance as augmented by funds obtained by any assessment levied or chargeable to the Unit Owners as a Common Expense.

Section 5.8. Improvements To The Units And Common Elements. The following provisions shall apply in the case of any improvement at the Condominium.

A. Improvements To Common Areas And Facilities. If and whenever the Trustee(s) shall propose to make any improvement to the Units or Common Areas and Facilities or shall be requested in writing by one-third of the Unit Owners to make any such improvement, the Trustee(s) shall submit to all Unit Owners a form of agreement (which may be in several counterparts) (the "Improvement Agreement") specifying the

improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustee(s) to proceed to make the same. Upon the receipt by the Trustee(s) of such Improvement Agreement executed by seventy-five percent (75%) of the Unit Owners or the expiration of ninety (90) days after such agreement was first submitted to the Unit Owners, whichever of said events shall first occur, the Trustee(s) shall notify all the Unit Owners of the aggregate percentage of the Unit Owners who have then executed such Improvement Agreement. If such percentage is equal to or exceeds seventy-five percent (75%), the Trustee(s) shall proceed to make the improvement or improvements specified in such agreement and, in accordance with Section 18 of Chapter 183A, shall charge the cost of such improvement to all Unit Owners as a Common Expense in accordance with their Beneficial Interest. Provided, however, that if the Trustee(s) shall determine in their reasonable discretion that the cost of such improvement exceeds ten percent (10%) of the then value of the Condominium, any Unit Owner who did not so agree to proceed may apply to the Superior Court, on such notice to the Trustee(s) as the Superior Court shall direct, for an order directing the purchase of his Unit by the Trustee(s) at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a Common Expense. If more than fifty percent (50%) of the Unit Owners but less than seventy-five percent (75%) of them so approve, the Trustee(s) shall proceed to make such improvement or improvements and shall charge the same solely to the Unit Owners so approving; provided, however, that the Unit Owners shall be afforded the opportunity to execute the Improvement Agreement conditioned upon obtaining the aforesaid seventy-five percent (75%) agreement.

Notwithstanding anything to the contrary contained in this Subsection, in the event that any Unit Owner or Owners shall dissent from any determination of the Trustee(s) with respect to the value of the Condominium or any other determination or action of the Trustee(s) under this Subsection by notice in writing to the Trustee(s) within ten (10) days after such determination or action, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustee(s) or the dissenting Unit Owner or Owners may submit the matter to arbitration, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

Notwithstanding anything to the contrary contained in this Subsection, the Trustee(s) shall not in any event be obligated to proceed with any improvement unless and until they have received funds in an amount equal to the estimate of the Trustee(s) of all costs thereof.

For the purposes hereof, the construction, erection, alteration, modification and/or doing of any thing or things to the Common Elements, the total cost of which in each separate instance does not exceed two percent (2%) of the budgeted Common Expenses for a given fiscal year shall not be considered an improvement, but rather an expense incurred in the operation, care, upkeep and maintenance of the Common Elements.

1. Improvement At Unit Owner Expense. If and whenever any Unit Owner shall propose to make an improvement to or affecting the Common Areas and Facilities of the Condominium at such Unit Owner's own expense, and the Trustee(s) determine in their reasonable discretion that such improvement would be consistent and compatible with the Condominium and the use and enjoyment thereof by its residents, the Trustee(s) may, but shall not be obligated to, authorize such improvement to be made at the sole expense of the Unit Owner proposing

the same, without the consent or approval of other Unit Owners, subject to such contractual undertakings of the Unit Owner proposing such improvement as the Trustee(s) in their reasonable discretion deem to be necessary or desirable in the circumstances.

B. Improvements To Units. No Unit Owner shall make any addition, alteration or improvement in or to his Unit or to any portion of the Common Areas and Facilities to which he has the exclusive use, which may affect the appearance or structure of the Condominium, or the integrity of its systems, or which is otherwise restricted by the Master Deed, without the prior written consent thereto of the Trustee(s). Said request shall include adequate plans, specifications and similar items, so as to enable the Trustee(s) to reasonably review such request.

As to any request for approval pursuant to this Subsection the Trustee(s) may engage, if they so choose, an architect or engineer or both, if necessary, to review the plans and specifications to be attached to said request, and such architect or engineer's fees shall be paid by the requesting Unit Owner. If the said engineer and/or architect determines that the plans and specifications are consistent with the structural integrity and/or design character, as relevant to the particular request, of the Condominium, the Trustee(s) may then, in their sole discretion, approve or disapprove said plans, or approve them subject to certain conditions including restrictions in the manner of performing such work and requirements thereto related and such other restrictions as may be contained in the Master Deed.

All additions, alterations or improvements to any Unit (whether or not affecting the structural or mechanical systems of the Condominium) shall be performed in compliance with all applicable laws, regulations and codes, and when required thereby with appropriate governmental permits or approval and by licensed contractors and shall be completed in a good and workmanlike manner. Each Unit Owner, and his contractors, shall cooperate with the Trustee(s) and other Unit Owners so as not to unduly inconvenience or disturb the occupants of the Condominium. Notwithstanding any other provision of these By-Laws, the cost of repairing or restoring any damage to the Common Areas and Facilities or to any Unit which is caused by any work being performed by or for a Unit Owner shall be charged solely to such Unit Owner. The foregoing shall not be construed to interfere with a Unit Owner's right to decorate his Unit.

1. Permits. To the extent that any addition, alteration or improvement to a Unit by the Unit Owner requires a permit, license or similar item to be obtained in the name of the Condominium, Trust or Trustee(s), from a governmental authority, the application therefor shall be executed by the Trustee(s) without, however, incurring any liability on the part of the Trustee(s), or any of them, or the Trust to any contractor, subcontractor or materialman or any other person on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom, or, if permissible, to such governmental authority. The Unit Owner shall bear all costs associated herewith and shall be fully responsible therefor, and wholly liable thereunder; and shall pay to the Trustee(s) such fee therefor as the Trustee(s) may reasonably determine.

2. Notification To Trustee(s) Of Value. If the Trustee(s) approve any said request as provided hereinabove or if the Unit Owner makes any addition,

alteration or improvement not requiring the consent of the Trustee(s), the Unit Owner shall promptly notify the Trustee(s) of the insurable value of said improvement pursuant to the applicable provisions of Section 5.6.M. hereof. Such notice shall state in reasonable detail the nature of the improvements and the value thereof. Each Unit Owner shall, upon request by the Trustee(s), also submit to the Trustee(s) such further information relating to said improvements as the Trustee(s) shall reasonably require.

Section 5.9. Rules, Regulations, Restrictions And Requirements. The use of the Condominium and each Unit Owner's Unit shall be restricted to and shall be in accordance with the provisions of the Master Deed, this Trust (including the By-Laws and such administrative rules and regulations as the Trustee(s) may adopt pursuant to this Trust), the Title Conditions, and all applicable laws, zoning ordinances, rules, regulations and requirements of all governmental bodies having jurisdiction over the Condominium or the use and occupancy thereof.

The Trustee(s) shall have the right (which right shall not be delegated) at any time and from time to time to adopt, amend and rescind reasonable administrative rules and regulations governing the operation, appearance and use of the Common Areas and Facilities including, without limitation, Common Areas and Facilities the exclusive use of which is for one or more Units, and otherwise providing for the administration of the Condominium as contemplated by the Master Deed and the Trust, and in interpretation thereof (the "Rules and Regulations"); provided, however, that any such Rules and Regulations shall not be promulgated and/or amended which will materially and adversely affect the holder of any first mortgage of which the Trustee(s) have received notice without the written consent of such holder. Any such Rules and Regulations shall be consistent with provisions of the Master Deed, the Declaration of Trust and Chapter 183A. Copies of such Rules and Regulations and any amendments or changes thereto shall be furnished by the Trustee(s) to each Unit Owner and shall be recorded with the Registry of Deeds. The initial Rules and Regulations are attached hereto.

The Master Deed, this Trust and the Rules and Regulations, as from time to time amended, may be enforced by the Trustee(s), or by any materially aggrieved Unit Owner at said Unit Owner's sole expense. The Trustee(s) may eliminate any violation and the cost and expense, including, but not limited to, attorneys' fees and fines, of eliminating such shall be chargeable to the Unit Owner who himself or whose family, servants, employees, agents, visitors, lessees, tenants, licensees, or pets are responsible for such violation. The cost of so eliminating a violation caused by persons other than as specified shall be a Common Expense. The Trustee(s) may also levy reasonable fines against the Unit Owner for such violations if any such violation is not cured within three (3) days after notice thereof, and such fine shall constitute a portion of such Unit Owner's Common Expenses which shall be payable by the Unit Owner of such Unit upon demand and enforceable as a Common Expense. For each day a violation continues after notice it shall be considered a separate violation. In the case of persistent violation, the Trustee(s) shall have the power to require the Unit Owner to post a bond, or other security as they may determine, to provide for adherence.

In enforcing the Master Deed, this Trust or the Rules and Regulations as to leased Units, the Trustee(s) may proceed against the Unit Owner, the tenant, or both as the Trustee(s), in their sole discretion may determine. A failure of a tenant to pay a fine upon demand shall constitute grounds for the Trustee(s) to obtain the removal of such tenant from the Condominium as herein elsewhere provided.

Section 5.10. Pets. Owner-occupant Unit Owners may keep in their Units customary household pets, subject to the rules set forth in Exhibit C hereto and such other reasonable conditions as the Trustee(s) may by rule and regulation impose. Each Unit Owner keeping such a pet who violates any of said conditions or permits any damage to or soiling of any of the Common Elements or permits any nuisance or unreasonable disturbance or noise shall:

i. be assessed by the Trustee(s) for the cost of the repair of such damage or cleaning or elimination of such nuisance and/or

ii. be levied such fine as the Trustee(s) may reasonably determine and such legal fees and costs as the Trustees may incur; and/or

iii. be required by the Trustee(s) to permanently remove such pet(s) from the Condominium upon thirty (30) days' written notice from the Trustee(s), except in the event of an emergency whereby the Trustees may require the immediate removal of the pet(s).

Tenants or renters may not have pets without the express prior written consent of the Trustee(s), which consent may be granted or withheld by the Trustee(s) in their absolute and unfettered discretion.

Section 5.11. Unit Owner Responsibility. Except as may be otherwise specifically provided herein, a Unit Owner shall be fully responsible for the acts and omissions, feasance, malfeasance and misfeasance, and all other conduct of his family members, servants, agents, employees, invitees, lessees, tenants, licensees, guests, pets or others upon the Property at the behest of the Unit Owner.

Section 5.12. Enforcement Of Charges, Fines, Obligations. Any charge, fine, interest, attorneys' fees or other financial obligation to, of or on any Unit Owner, and/or Unit herein provided for shall constitute a lien upon such Unit and be enforceable to the same manner and extent as for Common Expenses provided for in this Trust and Section 6 of Chapter 183A.

Section 5.13. Attorneys' Fees And Costs. In such case as it is necessary for the Trustee(s) to engage the services of an attorney, or attorneys, for the purpose of enforcing against a Unit Owner, tenant, occupant, or other person bound thereby, any provision of the Master Deed, the Declaration of Trust, the Rules and Regulations, or obligations thereunder, and/or for the purpose of defending any action brought by such person(s), said Unit Owner, tenant, occupant or other such person shall be liable for, in addition to any other liability, the fees and costs of such attorneys in so proceeding thereto, including the fees of all experts engaged in connection therewith. As to Unit Owners, the amount of such fines, fees, interest and costs and attorneys' fees shall constitute a lien upon the Unit enforceable to the same manner and extent as a lien for Common Expenses, and the Unit Owner shall be personally liable therefor.

Section 5.14. Inspection Of Books. The books, accounts and records of the Trustee(s) and of the organization of Unit Owners shall be open to inspection to any one or more of the Trustee(s), to the Unit Owners and to first mortgagees. The Trustee(s) may, however, subject to and in accordance with the applicable provisions of Chapter 183A, adopt reasonable rules and impose reasonable restrictions upon such access, including, but not limited to hours and place of

availability, fees for reproduction, access only for condominium related purposes, and provision for the maintenance of confidentiality as to appropriate records.

Section 5.15. Financial Reports To Unit Owners. Within one hundred and twenty (120) days of the end of the fiscal year, the Trustee(s) shall cause to be provided to the Unit Owners a financial statement prepared by a certified public accountant which shall include a balance sheet, income and expense statement and statement of funds.

A. Audit. Any Unit Owner, at his sole cost and expense, may at any time have the financial records of the Condominium audited by a certified public accountant of his choosing. The Trustee(s) shall fully cooperate therein; provided, however, that the auditing Unit Owner shall pay upon demand all reasonable costs and expenses incurred by the Trust in regards thereto.

Section 5.16. Fiscal Year. The fiscal year of the Trust shall end each year on March 31 or such other date as may from time to time be determined by the Trustee(s).

Section 5.17. Checks, Notes, Drafts, And Other Instruments. Except as to reserve accounts, checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustee(s) or of the Trust may be signed by any Trustee, or by the Property Manager to whom such power may at any time or from time to time be delegated. Checks drawn on the Trust's reserve account(s) may only be signed by at least two Trustee(s) or one Trustee if there be only one.

Any instrument signed by any one, or more, Trustee(s) which contains or is accompanied by a certification that said Trustee or Trustee(s), are authorized to execute and deliver the same by appropriate vote of the Trustee(s) shall be conclusive evidence in favor of every person relying thereon or claiming thereunder.

A. Seal. The Trustee(s) may sign any instrument under seal without being required to affix a formal, common or wafer seal.

Section 5.18. Notices To Unit Owners. Unless otherwise required by applicable law or order of court, every notice to any Unit Owner required under the provisions hereof, or which may be deemed by the Trustee(s) necessary or desirable in connection with the administration of the Condominium or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustee(s) to such Unit Owner by leaving such notice, or mailing it postage prepaid and addressed to such Unit Owner, at his address at the Condominium, unless such Unit Owner has designated in writing to the Trustee(s) some other address for the receipt of notices. Such notice shall be given within such time period as herein, or by such court, required, and if there be no specified period then at least seven (7) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given.

Section 5.19. Information To Be Provided By Unit Owners To Trustee(s) And Tenants. Each Unit Owner shall provide to the Trustee(s), at such times and in such manner and form as the Trustee(s) shall require, that information and data as the Trustee(s) may reasonably require in and for the efficacious performance of the Trustee(s)' duties as herein provided. Such information and data shall include, but shall not be limited to:

A. The name and mailing address of the Unit Owner(s).

B. The names of all occupants of the Unit, except guests of less than thirty (30) days duration.

C. The name, address and telephone number of all mortgagees, including the applicable loan numbers.

In the event, and at the time a Unit Owner should assign, lease, sell or otherwise transfer his interest in his Unit, such Unit Owner shall notify the Trustee(s) of the name and address of the person to whom he is so transferring the Unit whereupon the Trustee(s) shall provide such person with copies of the Master Deed, this Trust and the Rules and Regulations promulgated thereunder, as they may then be amended. The Trustee(s) may charge such Unit Owner a reasonable fee for the provision of said documents and require a receipt for the provision of the documents.

Unit Owners who lease, let and/or rent their Units shall provide to the tenant the name, address, and telephone number of the person responsible for the maintenance of the Unit and the name of the person responsible for the maintenance of the Common Elements, which latter shall be provided to the Unit Owner by the Trustee(s).

Section 5.20. Voting, Consents And Action Thereon. In regard to such actions and things as to which the consent or vote of the Unit Owners is required, unless a shorter period or requirement is imposed hereunder or by applicable law, the Trustee(s) shall have a period of six (6) months in which to obtain such consent or vote. The Trustee(s) shall have an additional period of six (6) months to obtain any required mortgagee consent. No Unit Owner may, after giving his consent or vote, rescind, modify or revoke such during said period. Should a Unit be sold during said period after the giving of such consent or vote, such consent or vote shall remain valid notwithstanding the change of ownership.

Section 5.21. Acquisition Of Units By Trustee(s). Acquisition of Units by the Trustee(s) for the Trust may be made from the working capital and common funds in the hands of the Trustee(s), or if such funds are insufficient, the Trustee(s) may levy an assessment against each Unit Owner in proportion to his Beneficial Interest, as a Common Charge, or the Trustee(s), in their discretion, may borrow money to finance the acquisition of such Unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, to be so acquired by the Trustee(s) and/or a pledge or assignment of the Common Charges.

Section 5.22. Property Manager. The Trustee(s) may hire or appoint a Property Manager to assist in the administration of the Condominium who shall perform such duties in the administration, management and operation of the Condominium, including the incurring of expenses, the making of disbursements and the keeping of accounts as the Trustee(s) shall from time to time determine. The Property Manager so retained shall in all events fully comply with the applicable provisions of Chapter 183A. Notwithstanding the appointment of such a Property Manager, the Trustee(s) shall retain ultimate control over the administration, management and operation of the Condominium.

Any such agreement for professional management of the Condominium shall be terminable without cause and without incurring payment of a termination fee on ninety (90) days' written notice, or such lesser period as the Trustee(s) and Property Manager may agree upon in such agreement. Such agreement may, additionally, be terminated for cause upon ten (10) days' notice; provided, however, that the Manager may cure within such period. Notwithstanding this provision, there shall be no right of cure in regard to the misappropriation of the Condominium's funds upon which event termination may be had immediately upon notice.

Section 5.23. Arbitration.

All claims, disputes and other matters in question arising out of or relating to the Declarant may, at Declarant's option and election, be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association and shall in all cases be subject to compliance with the provisions of Section 21 of the Master Deed. This agreement to arbitrate shall be specifically enforceable. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Each party shall solely bear its own expenses, including legal fees, relating to the arbitration and the parties agree that the arbitrators shall not be entitled to award punitive damages.

Notices of the demand for arbitration shall be filed in writing with the other party to the dispute and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen and a demand shall not be made after the date when institution of legal proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

In the event of arbitration, each party shall select an arbitrator of its choice and the two arbitrators so chosen shall select the third arbitrator.

ARTICLE VI
Mortgages

Section 6.1. Unit Mortgages. Any Unit Owner may, without the prior written approval of the Trustee(s), mortgage his Unit to any person, firm or entity.

A. Notice To Trustee(s). A Unit Owner who mortgages his Unit shall notify the Trustee(s) of the name, address and telephone number of his mortgagee and loan number, and the Trustee(s) shall maintain such information. Except as may be provided by applicable law, the failure of a Unit Owner to so notify the Trustee(s) shall not invalidate the mortgage or any other provisions or the rights of any holder of such mortgage.

B. Notice Of Unpaid Common Charges Or Other Default; Material Amendment. In addition to the requirements of Section 6 of Chapter 183A, the Trustee(s), whenever directly requested in writing by a mortgagee of a Unit or whenever permitted or required by Chapter 183A, shall promptly report (i) any then unpaid Common Charges due from, or any other default by, the Unit Owner of the mortgaged Unit; (ii) any other default in

the performance by the Unit Owner of the mortgaged Unit of any obligation under the Master Deed, this Trust or the Rules and Regulations which is not cured within sixty (60) days of notice to the Unit Owner; (iii) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a mortgage held, insured, or guaranteed by a mortgage holder or insurer or guarantor, as applicable; (iv) any lapse, cancellation or material modification of any insurance policy or fidelity insurance maintained by the Trustee(s); (v) any proposed action which requires the consent of a specified percentage of eligible mortgage holders as specified in the Master Deed or this Declaration of Trust; and/or (vi) any proposed material amendment to this Trust which may affect such eligible mortgagee's interests or rights. "Eligible Mortgage Holders" shall mean those mortgage holders who have requested in writing such notification.

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

ARTICLE VII
Rights And Obligations Of Third Parties Dealing With The Trustee(s)

Section 7.1. Third Parties' Reliance. No purchaser, mortgagee, lender or other person dealing with the Trustee(s) as they then appear of record in the Registry of Deeds shall be bound to ascertain or inquire further as to the identity of said Trustee(s) or of any changes therein. The receipts of the Trustee(s), or any one of them, for moneys or things paid or delivered to them, or him, shall be effectual discharges therefrom to the persons paying or delivering the same and no person from whom the Trustee(s), or any one or more of them, shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustee(s) 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 which sale, mortgage, pledge or charge is herein authorized or directed, nor otherwise as to the purpose or regularity of any of the acts of the Trustee(s), or any one or more of them, purporting to be done in pursuance of any of the provisions or powers herein contained, nor as to the regularity of the resignation, election or appointment of any Trustee.

Section 7.2. 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 Trustee(s) or by any agent or employee of the Trustee(s), or by reason of anything done or omitted to be done by or on behalf of them, or any of them, against the Trustee(s) individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceeding, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustee(s), shall look only to the Trust Property for payment under contract or claim, or for the payment of any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the Trustee(s), so that neither the Trustee(s) nor the Unit Owners, 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 Chapter 183A.

Section 7.3. All Instruments Subject To Terms Hereof. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustee(s), or by any agent or employee of the Trustee(s), shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express reference shall have been made to this instrument and no contract, lease or agreement shall be automatically renewable.

Section 7.4. Recording. This Declaration of Trust and any amendments hereto and any certificate herein required to be recorded and any other certificate or instrument (including without limitation a certificate pursuant to General Laws, Chapter 183A, Section 6(d)) signed by any one Trustee which may be deemed desirable to record shall be recorded with the Registry of Deeds and such recording 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 Trustee(s), the Property and/or the Trust Property or any beneficiary hereunder shall be held to have notice of, and be entitled to rely upon, any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustee(s), when the same shall be recorded with said Registry of Deeds. Any certificate signed by a majority of the Trustee(s) in office at the time (or one Trustee if there be but one) setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries, and as to matters determining the authority of the Trustee(s) to do any act, when duly acknowledged and recorded with said Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustee(s), acting in reliance thereon. Any certificate executed by any Trustee 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 shall as to all persons acting in good faith in reliance thereon be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

Section 7.5. Certificates Of Incumbency And Address. The Trustee(s) shall from time to time as required by M.G.L. c. 183A and/or this Declaration of Trust record with the Registry of Deeds appropriate instruments reflecting the composition of the Board of Trustee(s) and the mailing address of this Trust.

ARTICLE VIII
Amendment And Termination

Section 8.1. Amendments To Declaration Of Trust. The Trustee(s) may at any time and from time to time amend, alter, add to or change this Declaration of Trust in any manner or to any extent, provided such amendment, alteration, addition, or change is consented to in writing by the Unit Owners holding at least 67% of the Beneficial Interest or if such amendment, alteration, addition or change affects a provision then requiring more than such percentage, then by such larger percentage; provided, always, however, that no such amendment, alteration, addition or change shall be valid or effective if (a) made without the written consent of the Declarant prior to the Transition Date; or (b) made without the written consent of the Declarant, according to the purport of which, the Declarant's rights hereunder, or under the Master Deed, are changed in any way; or (c) according to the purport of which, the percentage of the Beneficial Interest hereunder

of any Unit Owner would be altered, or in any manner or to any extent whatsoever modified or affected so as to be different than the percentage of the Undivided Interest of such Unit Owner in the Common Areas and Facilities as set forth in said Master Deed, except as may be provided for elsewhere hereunder or in the Master Deed, other than by consent of the Unit Owners specified in the Master Deed; or (d) such amendment would render this Trust contrary to or inconsistent with any requirements or provisions of Chapter 183A.

A. Consent Of Mortgagees To Certain Amendments. In addition, this Trust may not be materially amended without compliance with Section 19 of the Master Deed, for the protection of First Mortgagees.

B. Effective Date Of Amendment. 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 by a majority of the Trustee(s) then in office, setting forth in full the amendment, alteration, addition or change and reciting the consent of the Declarant, Unit Owners and/or mortgagees herein required to consent thereto. Such instrument, when so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity thereof, 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.

C. Special Amendments. The foregoing notwithstanding, the Declarant shall have the right and authority without the consent of any Unit Owner or Unit Mortgagee, and to the extent required a power of attorney coupled with an interest on behalf of such Unit Owners and Unit Mortgagees, to amend this Declaration of Trust to (1) correct or clarify any scrivener's or technical error or other ambiguity made herein; or (2) to make this Declaration of Trust comply with Massachusetts General Laws, Chapter 183A, and other applicable local, state or federal law or regulation or any permits or approvals issued or sought thereunder; or (3) to comply with guidelines, rules or regulations promulgated by the Federal Housing Administration (FHA), the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC), and/or other so-called secondary mortgage market agencies; or (4) to satisfy applicable administrative, marketing or insurance requirements. This power may be exercised not only to add additional provisions or modify existing provisions, but also to delete theretofore required provisions should such no longer be required. This right to specially amend shall automatically be transferred to the Trustees upon the conveyance of all Units by the Declarant.

Section 8.2. 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 Chapter 183A and the Master Deed.

Section 8.3. Actions Upon Termination. Upon the termination of this Trust, the Trustee(s) may, subject to and in accordance with provisions of Chapter 183A, sell and convert into money the whole of the Trust Property or any part or parts thereof, and, after paying or satisfying all known liabilities and obligations of the Trust and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, all other property then held by them in trust hereunder, to the Unit Owners as tenants in common,

according to their respective percentages of Beneficial Interest. In making any sale under this provision, the Trustee(s) shall have the power to sell by public auction or private contract and to buy in or rescind or vary any contract of sale and to resell without being answerable for loss and, for said purposes, to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustee(s) shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of Trust Property may have passed.

Notwithstanding anything to the contrary contained in this Section, in the event that any Unit Owner shall dissent from any determination of the Trustee(s) with respect to the value of the Condominium or any other determination or action of the Trustee(s) under this Section by notice in writing to the Trustee(s) given within ten (10) days after such determination or action, and such dispute shall not have been resolved within thirty (30) days after such notice, then either the Trustee(s) or the dissenting Unit Owner may submit the matter to arbitration, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

ARTICLE IX
Construction, Interpretation And Waiver

In the construction hereof, whether or not so expressed, words used in the singular or in the plural, respectively, include both the plural and the singular, words denoting males include females words denoting females including males, and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is to be inferred from them or required by the subject matter or context. The title headings of different parts hereof are inserted only for the convenience of reference and are not to be taken to be any part hereof nor to control or affect the meaning, construction, interpretation or affect hereof. The Exhibits attached hereto are part of this Declaration and are incorporated herein as if fully set forth. 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 herein and to the extent of any conflict between the terms hereof and the requirements of said Chapter 183A, the latter shall govern. The invalidity of any part of this Trust shall not impair or affect in any manner the validity, enforceability or effect of the balance of this Trust. No restriction, condition, obligation or provision contained in this Trust shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

IN WITNESS WHEREOF said Trustee has hereunto set its hand and seal on this 30th day of January, 2020.

TRUSTEE: CANTER BROOK CAPITAL, LLC

By: _____
Lawrence Smith, Manager and
Real Property Signatory

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss.

On this 30th day of January, 2020, before me, the undersigned Notary Public, personally appeared the above-named Lawrence Smith, proved to me by satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as the duly-authorized Manager and Real Property Signatory of Canter Brook Capital, LLC.

_____
(Print Name of Notary Public): John McElhinney
My Commission Expires: Aug 7, 2020
Qualified in the Commonwealth of Massachusetts

A True Copy Attest
JOHN E. McELHINNEY
NOTARY PUBLIC
My commission expires Aug. 7, 2020

Exhibits

A: Introduction to Rules, Regulations and Procedures
B: Rules and Regulations
C: Pet Rules and Regulations
D: Pet Registration Form
E: Moving Procedures
F: Unit Owner Data Form
G: Insurance Procedures
H: Unit Maintenance Responsibilities

EXHIBIT A

CANTER BROOK FARM CONDOMINIUM TRUST

INTRODUCTION TO
RULES, REGULATIONS AND PROCEDURES

THE NEED FOR RULES

The degree to which residents respect each others' rights will ultimately shape the quality of life at any condominium. Condominium rules, regulations and restrictions are necessary to preserve your right to the quiet enjoyment of your community. The attached Rules and Regulations will clarify the policies and procedures in place at the Canter Brook Farm Condominium. In this regard, it is incumbent upon the Trustee(s) and any management company to invoke all measures necessary to enforce such rules and regulations. The cooperation of all residents is expected.

ORGANIZATIONAL STRUCTURE

The organizational structure of the complex revolves around a Trustee initially selected by the Declarant, and then a Board of Trustees elected by the Unit Owners. Unit Owners have empowered the Trustees with the responsibility of managing the maintenance and administrative activities. Any management agent which may be retained is responsible for the day-to-day operations of the complex, for carrying out the instructions from the Trustees and, in general, acting to serve the best interests of all Unit Owners. The Trustees have the right, but not the obligation, to retain the services of a management agent.

MEETINGS

Once elected, the Board of Trustees will meet periodically to review condominium business. Should you wish to address the Board on a particular issue you may request to be placed on the agenda by contacting the Trustee(s) or manager in writing.

REQUESTS AND COMPLAINTS

Questions, suggestions, comments or complaints about the management should be communicated in writing to the Board.

PARKING RESTRICTIONS

Except with the written consent of the Board, no unregistered, uninsured or inoperable vehicles shall be on the property. All vehicles shall be parked in spaces and areas designated by the Declarant or the Trustees, or as provided in the Master Deed. All vehicles that park in violation of this rule will be subject to towing and storage at the vehicle owner's expense. The ability of the Trust or of Owners to tow vehicles is subject to certain requirements of the state law in conjunction with the Police. Parking is for the use of residents and their guests and is not open to public use.

COMMON AREAS

Nothing shall be altered or constructed in or removed from the common areas and facilities except upon the prior written consent of the Board of Trustees.

FIRE HAZARDS

All radios, televisions or other electrical equipment of any kind or nature installed or used in each unit must comply with all the rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction. The Unit Owner and Resident(s) shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such unit. No Unit Owner or resident or any of his or her agents, servants, employees, licensees, or visitors shall at any time bring into or keep in his unit any flammable, combustible or explosive fluid, material, chemical, or substance, except such lighting and cleaning fluids as are customary for residential use.

NO OFFENSIVE ACTIVITY

Unit Owners and Residents are prohibited from engaging in any activities which would be considered offensive to your neighbors. Generally, noise of any kind should be kept to a minimum between 11:00 P.M. and 8:00 A.M. This includes noise from guests or invitees of a resident or Unit Owner. Please refer to the Rules and Regulations for detailed restrictions regarding offensive activity. Your cooperation is essential if the Condominium is to be a pleasant place to live. Should violations of these Rules occur, the Unit Owner will be subject to fines, legal action and/or suspension of membership and voting rights.

RENOVATIONS, CONSTRUCTION AND IMPROVEMENTS WITHIN THE UNIT

Except as provided in the Master Deed, Trust or By-Laws, nothing shall be done in any Unit or in, on or to the common areas and facilities which impair the structural, architectural or historical integrity of the building or which would structurally or architecturally change the building. Should a Unit Owner wish to complete renovations, construction or improvements within his or her Unit, a request should be submitted in writing to the Board of Trustees. The request should contain plans, shop drawings, specifications, details regarding common areas to be affected, hours of operation, contractor names, contractor addresses, contractor certificates of insurance, and schedule of work progress and all appropriate permits and approvals. As a part of the approval process, the Board may solicit comments from the abutting Unit Owners and appropriate professionals and appropriate Town or City officials.

EXTERIOR OF THE BUILDINGS

No sign, awning, canopy or shutter shall be affixed to or placed upon the exterior walls or doors, roofs of the common areas, or Units, without the prior written consent of the Board of Trustees.

UNIT ACCESS

The Board of Trustees, or its designated agent, may (if it deems prudent or necessary) retain a pass key to each Unit. No Unit Owner shall alter any lock or install a new lock or a knocker on any door of a Unit without the prior written consent of the Board of Trustees. In case such consent is given, the Unit Owner shall provide the Board of Trustees, or its agent, with an additional key pursuant to its right of access to the Unit. This pass key is only used in the event of an emergency or with the prior consent of the Unit Owner or resident or pursuant to the terms of Chapter 183A, the Master Deed, Trust and By-Laws.

INSURANCE

Unit Owners and Residents are not permitted to do or keep anything in any Unit or in the common areas and facilities which will increase the rate of insurance or cause cancellation of the insurance coverage of the Condominium or violate any local, county or state law pertaining to such act or storage. Owners and residents should review Article V of the Declaration of Trust and the Rules and Regulations regarding the insurance requirements. All Owners and residents must carry insurance to dovetail with the Master Policy. At a minimum all owners must carry a Homeowners Policy. Owners should also add an endorsement which extends perils insured against from a "named peril" basis to so called "all risk," although some limitations still remain. This coverage may provide the Owner with coverage for the Association's deductible. Unit Owners should also carry an endorsement which covers Loss Assessment. Do not wait until a claim occurs to investigate this matter. The cost of the insurance is minimal. Regardless of the cause of the loss, certain portions of each claim are the responsibility of the Unit Owner or resident and not the Condominium Trust.

CONDOMINIUM FEE PAYMENT

Monthly installments of condominium fees are due the first day of each month. The fees are assessed annually based on the periodic budget adopted by the Board of Trustees. Failure to pay all open balances by the fifteenth day of the month will result in a late charge. Owners should also be aware that for the purposes of collections, common expense assessments include all expenses incurred by the association which result from failure of a Unit Owner to abide by the governing documents and for any misconduct of a Unit Owner's family members, tenants or invitees. It also includes all fees, attorney's fees, charges, fines, interest, costs of collection and enforcement, court costs and interest. The Trust will pursue any and all collection methods available. This includes attaching the rent from tenants in the case of investor owners and suspending voting and membership rights including the use of Common Areas.

The Board may also notify the Unit Mortgagee of any fee delinquency in order to avail itself of protection under the Limited Priority Lien. Owners should also be aware that Massachusetts General Law Chapter 183A does not allow for any offset against condominium fees as a defense for non-payment.

TENANTS AND MORTGAGEES

All Unit Owners are required to provide the condominium with the name, address, telephone number, loan number, and contact person of each mortgage holder for their unit. In addition, Unit Owners are required to provide the Board with the names of unit occupants and

copies of lease form(s) utilized. Chapter 183A also requires that an Owner notify the Board and his or her tenant of the person responsible for the maintenance of his/her Unit.

EXHIBIT B

THE CANTER BROOK FARM CONDOMINIUM TRUST

RULES AND REGULATIONS

1. Nothing shall be altered or constructed in or removed from the Common Areas and Facilities except upon the prior written consent of the Board of Trustees, except to the extent that the Declarant has such right to grant consent pursuant to the Master Deed, Trust or By-Laws.

2. Each Unit Owner or resident shall keep his or her Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors and windows thereof, any dirt or other substance. Nothing shall be attached to the exterior building walls or to the deck or porch railings, if any, nor anything hung therefrom without written Trustee consent. No Unit Owner shall erect exterior clothes lines or playground-type facilities, nor shall toys be maintained on decks, porches or other exterior areas.

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

4. No Unit Owner or resident or any of his or her agents, servants, employees, licensees, or visitors shall at any time bring into or keep in the Unit any flammable, combustible or explosive fluid, material, chemical, or substance except such lighting and cleaning fluids as are customary for residential use.

5. No air conditioning units or other objects or articles shall be hung from the windows or placed upon the window sills. The foregoing shall not, however, interfere with the right of the Unit Owners to select draperies, curtains or shades for their Units.

6. Unit Owners and residents shall not engage in noxious or offensive activities in any Unit, or in the common areas and facilities, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner or resident shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or residents. No Unit Owner or resident shall play upon or allow those in their Unit to play upon any musical instrument or operate a sound system, television set or radio in his unit between the hours of eleven o'clock P.M. and the following eight o'clock A.M. if such sound shall disturb or annoy other occupants of any building. No Unit Owner or resident shall conduct or permit to be conducted vocal or instrumental practice, nor give nor permit to be given vocal or instrumental instruction at any time. All exterior lights on any Building or Unit or lighting any walkway, driveway or outside area shall be equipped with dawn to dusk timers

and shall be illuminated during the dusk hours to provide for the safety of all unit owners. Declarant has ability.

7. Nothing shall be done in any Unit or in, on or to the Common Areas and Facilities which could impair the structural or architectural integrity of the building or which would structurally change the building except as otherwise provided in the Master Deed, Trust or By-Laws.

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

9. Rugs or mops shall not be shaken or hung from or on any of the windows or doors. Carriages, bicycles, clothing and other personal property shall not be placed or left in front of any unit. Garbage and refuse from the Units shall be disposed of only at such times and in such manner as the Board of Trustees may direct, and trash receptacles shall only be placed outside on days designated for collection.

10. No Unit Owner or resident may dispose of furniture, water heaters or similar material by leaving such in the Common Areas without the written permission of the Board of Trustees and upon such terms as they may require.

11. The agents of the Board of Trustees or the managing agent, and any contractor or workman authorized by the Board of Trustees or the managing agent, may enter any room or Unit in the building at any reasonable hour of the day after notification for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking measures as may be necessary to control or exterminate any such vermin, insects, or other pest, or for the purpose of performing work. In the event of emergency, the Board or agent may enter the Unit without notice to the Unit Owner or resident. All costs incurred in repairing or exterminating an individual Unit will be assessed against said Unit.

12. The Common Areas and Facilities shall not be obstructed nor used for storage without the prior written consent of the Board of Trustees.

13. No notices or other material shall be placed on the outside walls or doors of the Condominium.

14. No sign, awning, canopy or shutter shall be affixed to or placed upon the exterior walls or doors, roofs or any of the Common Areas or exteriors of units without the prior written consent of the Board of Trustees.

15. Unit Owners or residents will not be allowed to put their names on any building or Common Area facility except with the written consent of the Trustees.

16. Except in areas designated by the Board of Trustees, there shall be no placement or storage of baby carriages or playpens, bicycles, wagons, toys, benches or chairs, on any part of the common areas and facilities.

17. Periodic (no more than once a week) washing or repairing of automobiles is allowed within or upon Unit driveways with the Condominium property, however the parking spaces shall not be used for any purpose other than to park registered and operational motor vehicles, sport utility vehicles, noncommercial trucks and bicycles; excluding specifically, commercial vehicles and campers, without the prior written consent of the Board of Trustees. Notwithstanding the foregoing, in cases of emergency, or to carry out temporary business at the Condominium, commercial vehicles may be parked within the Condominium property. No Unit Owner or resident shall park any commercial vehicle without the prior written consent of the Board of Trustees. No unregistered, uninsured or inoperable vehicles shall be on the property. All vehicles shall be parked in spaces and areas designated by the Declarant or by the Board of Trustees. All vehicles that park in violation of this rule will be subject to towing and storage at the vehicle owner's expense.

18. The Common Areas and Facilities shall not be decorated or furnished by any Unit Owner or resident in any manner without the prior written consent of the Board of Trustees.

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

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

21. Except for signs displayed by the Declarant, "For Sale," "For Rent," "For Lease" signs or other displays or advertisements shall not be maintained or permitted in any part of the condominium or in any Unit therein.

22. Nothing shall be done or kept in any Units or in the Common Areas and Facilities which will increase the rate of insurance of the Condominium without the prior written consent of the Board of Trustees. No Unit Owner or resident shall permit anything to be done, or kept in his Unit, or in the Common Areas and Facilities, which will result in the cancellation of insurance on the Condominium, or contents thereof, or which would be in violation of any law. No waste shall be committed in the common areas and facilities.

23. The use of the Units, the Common Areas and Facilities, storage bins and the parking spaces by Unit Owners, as well as the safety and maintenance of all personal property of the Unit Owners and residents kept in such areas and in the Units themselves, shall be the responsibility and at the sole risk of the respective Unit Owners and Residents, and neither the Trustees, the Declarant, nor their respective agents, servants, employees, successors or assigns, shall bear any responsibility thereof.

24. Each Unit Owner or resident assumes responsibility for his own safety and that of his or her family, guests, agents, servants, employees, licensees and lessees.

25. Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by the Board of Trustees, but only for good cause shown.

26. All Unit Owners are required to provide the Board with the name, address, telephone number, loan number, and contact person of each mortgage holder for their Unit.

These Rules and Regulations may be amended from time to time as provided for in the Trust. The Board of Trustees shall have authority to enforce these regulations through the use of fines, legal action, etc.

EXHIBIT C

THE CANTER BROOK FARM CONDOMINIUM TRUST

PET RULES AND REGULATIONS

1. Any pets allowed by the Condominium Master Deed, Declaration of Trust and By-Laws must be registered with the Board using the form attached as Exhibit D. The Board may revoke the ability to keep a pet at the Condominium at any time for a violation of these rules or for such other cause which the Board, in its sole discretion, determines interferes with the rights of other Unit Owners.

2. Unit Owners must prevent their pets from becoming a nuisance to other residents, and to that end they must quiet noisy pets and clean up after animals.

3. Pets must be kept under the Unit Owner's or resident's physical control at all times when on Common Area. COMMON AREA IS ANY AREA OUTSIDE OF YOUR UNIT, INCLUDING YOUR DECK. Pets may not be left unattended or tied outside. Pet behavior is the sole responsibility of the Unit Owner or Resident.

4. All pet waste in common areas must be cleaned up by the responsible Unit Owner immediately.

5. Pet owners are responsible for any damage caused by their pet. Charges to restore or replace the damaged property will be the responsibility of the pet owner.

6. Any resident who witnesses a violation of these rules should send a written complaint to the Trustee(s) and manager detailing the offense. The complaint must be signed by the resident filing the complaint.

7. Upon receipt of a signed complaint, the Trustee or manager may contact or send written notice of the violation to the pet owner. Pet owners are entitled to review all written notices regarding the pet.

8. Pets shall not be bred or raised for sale in any Unit.

EXHIBIT D

THE CANTER BROOK FARM CONDOMINIUM TRUST

PET REGISTRATION FORM

*** PET INFORMATION ***

PET OWNER:

UNIT NUMBER:

PET OR PETS TYPE: _____

PET HEIGHT: PET WEIGHT: _____

PET AGE: PET COLOR: _____

DAYTIME PHONE NUMBER OF PET OWNER:

SIGNATURE OF PET OWNER:

DATE COMPLETED:

EXHIBIT E

THE CANTER BROOK FARM CONDOMINIUM TRUST

MOVING PROCEDURES

In order to properly regulate moving, the following procedures must be observed:

1. A move is defined as a delivery or removal of large household items which would not fit in a standard passenger automobile.
2. Any damage caused by moving vehicles, workers, etc. will be assessed to the Unit Owner.
3. Moving will be allowed 8:00 A.M.–6:00 P.M.
4. Prior to moving, the following items must be supplied to the Trustee(s) or management:
   A. Completed Unit Owner Data Form for emergency purposes. Any costs incurred by the Trust to secure this information will be assessed against the Unit Owner as a common expense.
   B. Copies of the executed lease in the case of a rental. All such leases must comply with all provisions of the Condominium documents.

EXHIBIT F

THE CANTER BROOK FARM CONDOMINIUM TRUST

UNIT OWNER DATA FORM

1. UNIT OWNER(S):_____

   _____

   (NOTE: Please list as they appear on the Unit Deed.)
2. UNIT OWNER(S) ADDRESS: _____

   _____

   _____
3. UNIT OWNER(S) MAILING ADDRESS: _____

   _____
4. UNIT OWNER PHONE NUMBER (DAYTIME): _____
5. UNIT OWNER PHONE NUMBER (EVENING): _____
6. MORTGAGEE(S): NAME:_____

   ADDRESS:_____

   LOAN NO:_____

   PHONE NO:_____
7. OCCUPANT(S): NAME:_____

   NAME:_____

   NAME:_____

   DAYTIME PHONE:_____

   EVENING PHONE:_____
8. RESIDENT(S): NAME:_____

   NAME:_____

   NAME:_____

   DAYTIME PHONE:_____

   EVENING PHONE:_____
9. RESIDENT VEHICLE INFORMATION:

   TYPE: _____ TYPE:

   COLOR:_____ COLOR: _____

   MODEL:_____ MODEL: _____

   LICENSE PLATE NO:_____ LICENSE PLATE NO:_____
10. DESCRIPTION OF PET(S):_____

EXHIBIT G

THE CANTER BROOK FARM CONDOMINIUM TRUST

INSURANCE PROCEDURES

Master Policy : The Condominium Trust, as stated in the Declaration of Trust, maintains a Master Policy of casualty and physical damage covering both common areas and facilities and the Units.

A certificate of the coverage maintained on behalf of the Condominium can be secured by contacting the current insurance agent for the Condominium. When you call, you should have the following information available in order to expedite your request:

1) Unit Owner's Name or New Buyer's Name
2) Number of Unit
3) Mortgagee name and complete mailing address
4) Loan or reference number

Home Owner Policy: Each Unit Owner must to carry his or her own homeowner's policy (commonly known as an "HO6 Policy"), as well. It is the sole responsibility of each individual Condominium Unit Owner to insure his/her own personal effects/contents, personal liability, and coverage for the Master Policy's deductible.

Coverage must be coordinated between the individual HO6 and Master Policy. Your agent will need to know that our Master Policy provides blanket coverage and is written on a single entity basis. It generally includes installed fixtures, interior walls, appliances and additions including those within a portion used exclusively by an individual Unit Owner. Installed items include wall to wall carpeting, domestic appliances, wall coverings, cabinets and plumbing fixtures.

We strongly recommend the basic HO6 Policy be endorsed to add HO32, which extends perils insured against from a "named peril" basis to so called "all risk" coverage although some limitations still remain. This coverage will provide the Owner with coverage for the Master Policy's deductible. Discuss particulars with your agent. Unit Owners should also consider HO35— Loss Assessment Coverage.

These comments are intended as a guide for Unit Owners to assist them in developing a proper personal insurance program. We recommend to all Unit Owners to review their own personal insurance requirements with their insurance agent or advisor.

Investor Units: Liability insurance is the responsibility of Unit Owners. Often liability insurance may be added to the policy covering the investor's primary residence. Investors should also secure coverage for rent loss and tenant relocation, in the event that a Unit becomes uninhabitable. The Master Policy and the Trust will not honor any claims for loss of rents. It is also recommended that Unit occupants purchase a HO4 Tenant policy.

Insurance Claims Against The Master Policy: The following steps should be followed when damage occurs in a Unit in excess of the Master Policy Deductible.

1. Identifying Master Policy Claims: When a Unit Owner reports damage, a note will be made to the file. The damage will be inspected to assess the approximate cost of the damage. The Unit Owner should notify his/her own insurance agent. The Unit Owner is responsible for the Master Policy Deductible for items covered by the Master Policy and is also responsible for all personal property, improvements, rent loss, etc. not covered by the Master Policy. If the damage to areas covered by the Master Policy is less than the deductible then the Association steps out of the process and the Unit Owner will resolve the issue with his/her individual insurance company.

2. Processing a Master Policy Claim: The following is a simple guide to filing a claim against the Master Policy.

   a. Report the damage in excess of $1,000.00 within 72 hours to the Trustee(s) or management agent. Failure to report claims promptly may result in the claim being denied by the insurance carrier. The Trust will not honor claims that are denied by the carrier because of failure to report in a prompt fashion. Unit Owners should also notify their own insurance carrier at the same time.

   b. The Trustee(s) or management agent will notify the Trust's insurance agent of the loss. Should immediate repairs need to be made in order to insure the safety of Unit occupants, the Trustee(s) or management agent will attempt to secure approval for these repairs from the insurance carrier.

   c. The Trustee(s) or management agent will instruct the Unit Owner to secure bids to repair the damage. These bids are to be submitted to the Trustee(s) or management agent with a cover sheet itemizing the costs and totaling the same. This sheet must contain the Unit Owner's signature. If the damage is less than the Master Policy Deductible, the Unit Owner need not submit anything further and should deal with his/her own carrier.

   d. During the bidding and damage assessment process, the Unit owner must work closely both with the Trustee(s) or management agent and the Master Policy insurance adjuster in order that the scope of work is agreed upon by all parties prior to commencement of said restoration work. This includes but is not limited to making the Unit available for inspection, securing additional bids should the insurance adjuster request it, and promptly responding to requests made by the insurance adjuster and/or the Trustee(s) or management agent. The Trust will not be responsible for the timeliness of insurance claims being paid. If a claim payment is delayed, no interest, penalties or other claims will be honored.

   e. In the event there is a dispute, the final approval of costs rests with the insurance company and the Unit Owner must abide by its decision. The Trustee(s) or Management agent will work with the Unit Owner and insurance company during this period to finalize the scope of work.

   f. Once it is agreed by all parties what the scope and amount of the claim will be, the Unit Owner will be given permission to commence work. Unit Owners may ask that the Trust request payment of the claim in order that the Unit Owner has funds to initiate restoration work. If the insurance carrier forwards this amount to the Trust, then the Trust

may pass the benefit of this early payment to the Unit Owner. The Trust will not release more than 50% of the total claim prior to the signing of a release by the Unit Owner.

g. Final payment will be made when:

i. The insurance adjuster has had the opportunity to inspect all repair work.
ii. The Trust has received the final payment from the insurance carrier.
iii. The Unit Owner has signed a release.

EXHIBIT H

TO THE DECLARATION OF TRUST

OF THE CANTER BROOK FARM CONDOMINIUM TRUST

UNIT MAINTENANCE RESPONSIBILITIES

1. Unit Owners shall be responsible to keep up and maintain their Units in a dry and clean manner and state, with a minimum air temperature within the Unit of not less than 55° degrees Fahrenheit and, for any Unit with a cooling system, a maximum air temperature of not greater than 77° Fahrenheit. Indoor relative humidity must be maintained between 30% and 55 % at all times.

2. Unit Owners shall be responsible to:
   - (i) clean and dust the surfaces within a Unit on a regular basis;
   - (ii) immediately remove visible moisture accumulation on windows, windowsills and any other surfaces within the Unit;
   - (iii) immediately clean, dry and disinfect all liquid spills or leaks within the Unit;
   - (iv) not block or cover any heating, ventilation or air-conditioning ducts and keep furniture and furnishings away from such ducts;
   - (v) engage a professional remediation company to mitigate any damage to the Unit resulting from leaks or spills;
   - (vi) replace water heaters prior to the end of the warranty period;
   - (vii) use braided metal hoses or high pressure equivalent on washing machines, if any;
   - (viii) utilize licensed plumbers and electricians for any plumbing or electrical work within the unit;
   - (ix) notify the Trustees in writing of any defect or deficiency with any window and related caulking serving the unit to ensure they remain free of leaks or condensation; and
   - (x) notify the Trustees in writing of a contact person and emergency number if they are away from the unit for a period of two (2) days or more.

3. Unit Owners shall be solely responsible to ensure that any vents or exhaust fans serving the Unit are vented properly to the exterior including, without limitation, bath exhaust vents, stove vents and laundry dryer vents. In the event they are not properly vented, the Unit Owner shall repair the same, obtaining the written consent of the Trustees prior to undertaking any work in the common areas. In addition, Unit Owners shall be solely responsible to inspect, clean and maintain (including changing filters), at least annually, all such vents and exhaust fans. Vents serving more than one Unit are Common Facilities and shall be the responsibility of the Trustees to maintain. If there is a problem with the Common Facility, the Unit Owner shall immediately report such in writing to the Directors.

4. Unit Owners are required to report immediately, in writing, delivered to the Board:

(i) any evidence of water leak or water infiltration or excessive moisture in the Unit or Common Areas;

(ii) any evidence of mold or fungi growth within the Unit that cannot be completely removed with a common household cleaner; and/or

(iii) any failure or malfunction of any heating, ventilating or air conditioning system serving the Unit.

5. Unit Owners shall be responsible and liable for any expenses incurred by the Trust for the maintenance, repair, replacement, cleaning and remediation to repair the Unit and to remove mold from the Unit in the event the Unit Owner fails to properly and promptly undertake the same. Notwithstanding the foregoing, the Trustees shall have no obligation to take any action within a Unit, but may do so in their sole discretion. Unit Owners shall allow immediate access to their Unit for such purposes pursuant to Massachusetts General Law, Chapter 183A, §4 and the Master Deed.

6. Unit Owners shall be responsible and liable for the expenses incurred by the Trustees for the maintenance, repair, replacement, cleaning and remediation of any damage to, and to remediate and remove mold from the Unit, other Units and the Common Areas caused by the Unit Owner's failure to maintain his/her Unit, or arising out of, relating to or resulting from the Unit Owner's failure to comply with the terms of this Rule, the Master Deed, the By-Laws or the Rules and Regulations or for any other reason caused by the Unit Owner's actions. Such costs shall also include all costs incurred by the Trustees, including, but not limited to, expenses for industrial hygienists and attorneys' fees.

7. Unit Owners shall be personally responsible and liable for any fines, costs and attorneys' fees for violations of this Rule and any damages suffered by the Condominium or other Owners or occupants at the Condominium, including any injuries to persons, arising out of, relating to or resulting from the failure of the Unit Owner to comply with the terms of this Rule.

8. Any expenses or fines or attorneys' fees charged to a Unit Owner pursuant to this Rule shall be collectible as a common expense.