

DECLARATION OF TRUST
OF
HICKORY HILL ESTATES CONDOMINIUM TRUST

Franklin
11-59
L. H. [unclear]

DECLARATION OF TRUST
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HICKORY HILL ESTATES CONDOMINIUM TRUST

DECLARATION OF TRUST

THIS DECLARATION OF TRUST made this 14th day of December, 1983 by Robert Hickey of Hudson, New Hampshire, James R. Hickey of Ashland, Massachusetts and Anthony J. Vigliotti of Worcester, Massachusetts who hereby declare that they and their successors in Trust hereunder will hold for the benefit of the beneficiaries hereunder upon the terms herein set forth all of the rights and powers in and with respect to the common areas and facilities of Hickory Hill Estates Condominium established by the Master Deed recorded herewith, which are by virtue of the provisions of Massachusetts General Laws, Chapter 183A conferred upon or exercisable by the organization of Unit Owners of said Condominium and all other rights or property conveyed or transferred to them as Trustees hereunder.

ARTICLE I

NAME OF TRUST

Section 1.1 The Trust hereby created shall be known as HICKORY HILL ESTATES CONDOMINIUM TRUST, and under that name, so far as legal, convenient and practical, all business shall be carried on by the Trustees and all instruments shall be executed by the Trustees. Said name (and the word "Trust" whenever used in this Declaration of Trust, except where the context otherwise requires) shall refer to the Trustees in their capacity as Trustees, and not individually or personally, and shall not refer to the officers, agents or employees of the Trust or to the Unit Owners.

ARTICLE II

THE TRUST AND ITS PURPOSES

Section 2.1 This Association is created as the "Organization of Unit Owners" as defined in the Condominium Law for the purpose of maintaining, managing, operating, regulating and preserving the Condominium in the manner required herein or required or permitted by the Condominium or hereby, and to promote, provide for and assure safe, well-maintained residential Units and related Common Areas and Facilities for the benefit of the Unit Owners, their families and guests, and their successors in interest or assigns, and to promote generally the health, safety and welfare of the Unit Owners.

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

Section 2.2 It is hereby expressly declared that the Trust is not intended to be, shall not be deemed to be and shall not be treated as a general partnership, limited partnership, joint venture, corporation or joint stock company and that the Unit Owners are beneficiaries and not partners or associates nor in any other relation whatever between themselves with respect to the trust estate, and

hold no relation to the Trustees other than as beneficiaries, with only such rights and liabilities as are conferred upon them as such beneficiaries hereunder and under and pursuant to the provisions of said Chapter 183A.

ARTICLE III

DEFINITIONS

In this instrument, wherever the context permits, the following words shall have, respectively, the following meanings:

- Section 3.1 "Buildings" shall mean the buildings containing the Units which comprise the Condominium.
- Section 3.2 "Bylaws" shall mean bylaws of this Association contained in Article VI hereof as the same may be amended from time to time.
- Section 3.3 "Chapter 183A" shall refer to Chapter 183A of the General Laws of Massachusetts as from time to time amended.
- Section 3.4 "Common Areas and Facilities" shall mean the common areas and facilities of the Condominium as so described and designated in the Master Deed.
- Section 3.5 "Common Expenses" shall mean the expenses of administration maintenance, repair or replacement of the Common Areas and Facilities and expenses declared Common Expenses herein or by Chapter 183A.
- Section 3.6 "Common Funds" shall mean all fund held by the Trustees.
- Section 3.7 "Common Profits" shall mean the balance of all income, rents, profits and revenues from the Common Areas and Facilities remaining after deduction of the Common Expenses.
- Section 3.8 "Condominium" shall mean Hickory Hill Estates Condominium consisting of 12 buildings containing 3 to 17 units each for a total of 67 Units submitted to the provisions of Chapter 183A by the Master Deed.
- Section 3.9 "Declaration of Trust" shall mean this Declaration of Trust as amended, restated or modified from time to time. Reference in this Declaration of Trust to "hereof", "herein" and "hereunder" shall be deemed to refer to the Declaration of Trust and shall not be limited to the particular text, article or section in which such words appear.
- Section 3.10 "Master Deed" shall mean the Master Deed of the land and buildings known as Hickory Hill Estates Condominium on Blithewood Avenue in Worcester, Worcester County, Massachusetts, executed by Richmond Development Corporation, dated the date hereof, and recorded contemporaneously herewith, which subjects the Condominium to Chapter 183A.

Section 3.11 Any given percentage of Unit Owners shall mean the Owners of that percentage in the aggregate in interest of the undivided ownership of the Common Areas and Facilities and of the beneficial interests in the Trust.

Section 3.12 "Person" or "Persons" shall mean any person or persons, whether acting in an individual, representative or fiduciary capacity, and any firm or firms, corporation or corporations, partnership or partnerships, and any legal entity or entities whatsoever.

Section 3.13 "Property" shall mean the properties and assets subjected to Chapter 183A by the Master Deed and any addition or additions thereto.

Section 3.14 "Rules and Regulations" shall mean any rules and regulations for operation of the Condominium.

Section 3.15 "Developer" shall mean Richmond Development Corp., a Massachusetts Corporation of Ashland, Middlesex County, Massachusetts and its successors and assigns.

Section 3.16 "Trust" shall mean the organization of Unit Owners as defined in Chapter 183A which is created by this instrument.

Section 3.17 "Trust Property" shall mean any and all property, whether real, personal or mixed, tangible or intangible, held by the Trustees under the terms and provisions of this Declaration of Trust on behalf of the Trust.

Section 3.18 "Trustee" or "Trustees" shall mean a Trustee or Trustees for the time being under this Declaration, however appointed, and the rights, powers, authority and privileges granted hereunder to the Trustees may be exercised by such person or persons.

Section 3.19 "Unit" shall mean a unit in the Condominium, with the appurtenant rights thereto described in the Master Deed.

Section 3.20 "Unit Owner" shall mean the person or persons owning a unit and his personal representatives, successors and assigns.

ARTICLE IVTHE TRUSTEES

Section 4.1 - Number. There shall at all times be Trustees consisting of such number, not less than three(3) nor more than five (5), as shall be determined from time to time by vote of Unit Owners holding more than fifty (50%) percent of the beneficial interest hereunder. Notwithstanding any other provision of Article IV, Robert Hickey, James R. Hickey and Anthony J. Vigliotti or such other Trustee or Trustees as may be designated by the Developer to replace one or both of them, shall serve as the Trustees until (i) one hundred twenty (120) days after the sixty-seventh unit in the Condominium has been conveyed to a unit purchaser or (ii) five (5) years from the date the first unit is conveyed to a unit purchaser, whichever event shall first occur, and which event shall hereinafter be referred to as the "Operating Event".

Section 4.2 - Acceptance of Trust. Each person hereafter elected as a Trustee shall sign and acknowledge in the manner required in Massachusetts for the acknowledgment of deeds, an acceptance of each election which shall be recorded in the Worcester District Registry of Deeds.

Section 4.3 - Term. The term of each Trustee shall be for one (1) year from the annual meeting of Unit Owners (or special meeting in lieu thereof) at which the Trustee was appointed and shall end upon the election of such Trustee's successor at the next annual meeting (or special meeting in lieu thereof) and the recording of the acceptance of trust as required by Section 4.2 above; except that the term of any Trustee appointed to fill a vacancy in an unexpired term shall end when his or her predecessor's term would, but for the vacancy, have ended.

Section 4.4 - Vacancies; Appointment and Acceptance of Trustees. If and whenever any Trustee's term is to expire or for any other reason, including without limitation, removal, resignation or death of a Trustee, the number of Trustees shall be less than the number established under Section 4.1, a vacancy or vacancies shall be deemed to exist.

Such vacancy shall be filled by (a) an appointment of a natural person to act as such Trustee (i) if before the Operating Event, by an instrument signed by the Developer, or (ii) if after the Operating Event, by the vote of Unit Owners holding more than fifty (50%) percent of the beneficial interest hereunder, or (iii) if, after the Operating Event, Unit Owners holding such percentage have not within thirty (30) days after the occurrence of any such vacancy made such appointment, by a majority of the then remaining Trustees, or by the remaining Trustee, if only one (at any time), and (b) the recording of the acceptance of such appointment, signed and acknowledged by the person so appointed.

Such appointment shall become effective upon the filing with the Registry of Deeds of a certificate of such appointment signed (1) if before the Operating Event, by the Developer, or (2) if, after the Operating Event, by a majority of the then remaining Trustees, or by the sole remaining Trustee, if only one, setting forth the fact and basis of compliance with the provisions of this Section 4.4, together with such acceptance; and such person shall then be and become such Trustee and be vested with the title to the trust property jointly with the remaining or surviving Trustee or Trustees without the necessity of any act of transfer or conveyance.

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

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

Section 4.5 - Trustee Action. In any matter relating to the administration of the trust hereunder and the exercise of the powers hereby conferred, the Trustees shall act by majority vote at any duly called meeting at which a quorum, as defined in Section 6.8 is present. The Trustees may act without a meeting in any case by unanimous written consent and in cases requiring, in their sole judgment, response to an emergency by majority written consent.

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

Section 4.6 - Resignation; Removal. Any Trustee may resign at any time by instrument in writing signed and duly acknowledged by that Trustee. Resignations shall take effect upon the recording of such instrument with the Registry of Deeds. Subject to the rights of Developer to designate Trustees of its own choice prior to the Operating Event, any Trustee may be removed with or without cause by vote of Unit Owners entitled to more than fifty (50%) percent of the beneficial interest hereunder. The vacancy resulting from such removal shall be filled in the manner provided in Section 4.4. Any removal shall become effective upon the recording with the Registry of Deeds of a certificate of removal signed by a majority of the remaining Trustees in office,

or by three (3) Unit Owners, who certify under oath that Unit Owners holding more than fifty (50%) percent of the beneficial interest hereunder have voted such removal. By instrument recorded with Registry of Deeds, the Developer may remove, with or without cause, any Trustee it is entitled to designate and appoint a successor Trustee as provided in the second paragraph of 4.4.

Section 4.7 - Bond or Surety. The Trustees shall obtain and maintain fidelity bonds in blanket form for all officers, directors, trustees and employees of the Trust and all other persons handling or responsible for funds held or administered by the Trust. A management agent that handles funds for the Trust must also be covered by its own fidelity bond. Except for fidelity bonds that a management agent obtains for its personnel, all other fidelity bonds should name the Trustees as an obligee. The total amount of the fidelity bond coverage shall be the greater of (i) not less than one and one-half times the Trust's estimated annual operating expenses and reserved, (ii) not less than the estimated maximum of funds, including reserve funds in the custody of the Trust or the management agent, as the case may be, at any given time during the term of such bond, or (iii) not less than a sum equal to the sum of three (3) months' assessments on all Units in the Condominium plus the Trust's reserve funds. The fidelity bonds must contain waivers by the issuers of the bond of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions and must provide that they cannot be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Trustees, or insurance trustee or trustees if such have been designated, and to the holder and servicer of each first mortgage on a Unit in the Condominium.

The premium for fidelity bonds shall be a common expense assessable and payable as provided in Section 6.4.

Section 4.8 - Compensation of Trustees. With the approval of a majority of the Trustees, each Trustee may receive such reasonable remuneration for his services and also additional reasonable remuneration for extraordinary or unusual services, legal or otherwise, rendered by him or her in connection with the trust hereof, all as shall be from time to time fixed and determined by the Trustees, and such remuneration shall be a common expense of the Condominium. No compensation to Trustees may be voted by the Trustees with respect to the period before the Operating Event.

Section 4.9 - No Personal Liability. No Trustee shall under any circumstances or in any event be held liable or accountable out of his personal assets or be deprived of compensation, if any, by reason of any action taken, suffered or omitted in good faith or be so liable, accountable or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of the existence of any personal or adverse interest or by reason of anything except his own personal and willful malfeasance and defaults.

Section 4.10 - Trustees May Deal with Condominium. No Trustee shall be disqualified by his office from contracting or dealing with the Trustees of with one or more Unit Owners (whether directly or indirectly because of his interest individually or the Trustees' interest or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any other reason), as vendor, purchaser or otherwise, nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which any Trustee shall be interested in any way be avoided nor shall any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relation hereby established, provided the Trustee shall act in good faith and shall disclose the nature of his interest before entering into the dealing, contract or arrangement.

Section 4.11 - Indemnity of Trustees. The Trustees and each of them shall be entitled to indemnity both out of the Trust property and by the Unit Owners against any liability incurred by them or any of them in the execution hereof, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines, all as provided in Chapter 183A, and, acting by majority, may purchase such insurance against such liability as they shall determine is reasonable and necessary, the cost of such insurance to be a common expense of the Condominium. Each Unit Owner shall be personally liable for all sums lawfully assessed for his share of the common expenses of the Condominium and for his proportionate share of any claims involving the Trust property in excess thereof, all as provided in Section 6 and 13 of Chapter 183A. Nothing in this paragraph shall be deemed to limit in any respect the powers granted to the Trustees in this Declaration of Trust.

ARTICLE V

UNIT OWNERS

Section 5.1 - Beneficial Interest. The Beneficial Interest in the Trust Estate shall be in the Unit Owners. The total Beneficial Interests in the Trust shall be divided among the Unit Owners in the same percentage interest as their respective interest in the common areas and facilities of the condominium as set forth in the Master Deed.

Section 5.2 - Each Unit to Vote by One Person. Each Beneficial Interest shall be exercised by one person and shall not be divided among several owners of any Unit. To that end, whenever any Unit is owned of record by more than one person, the several owners of such Unit shall designate, by a notice in writing to the Trustees signed by all the record owners of such Unit, one of such owners who shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder. Such designation shall take effect upon receipt of said notice by the Trustees and may be changed at any time from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate, by written notice to all such owners, any one such owner for such purposes.

ARTICLE VIBYLAWS

The provisions of this Article VI shall constitute the Bylaws of this Trust (the "Bylaws") and the organization of Unit Owners established hereby:

Section 6.1 - Powers of the Trustees. The Trustees shall have all the powers and duties necessary for the administration of the Condominium and may do all things, subject to and in accordance with all applicable provisions of said Chapter 183A and the Master Deed, and, without limiting the generality of the foregoing the Trustees may, with full power and uncontrolled discretion, at any time and from time to time without the necessity of obtaining any approval or license of any court for leave to do so:

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

(ii) sell, assign, convey, transfer, exchange and otherwise deal with or dispose of the Trust property, free and discharged of any and all trusts, at public or private sale, to any person or persons for cash or on credit, and in such manner and on such restrictions, stipulations, agreements and reservations as they shall deem proper, including the power to take back mortgages to secure the whole or any part of the purchase price of any of the Trust property sold or transferred by them, and execute and deliver any deed or other instrument in connection with the foregoing;

(iii) purchase or otherwise acquire title to, and rent, lease or hire from others for terms which may extend beyond the termination of this Trust any property or rights to property, real or personal, and own, manage, use and hold such property and such rights;

(iv) borrow or in any other manner raise such sum or sums of money or other property as they shall deem advisable in any manner and on any terms, and evidence the same by notes, bonds, securities or other evidences of indebtedness, which may mature at a time or times, even beyond the possible duration of this Trust, and execute and deliver any mortgage, pledge or other instrument to secure any such borrowing;

(v) enter into any arrangement for the use or occupation of the Trust property, the common areas and facilities or any part or parts thereof, including, without thereby limiting the generality of the foregoing, leases, subleases or easements, upon such terms and conditions and with such stipulations and agreements as they shall deem desirable, even if the same extend beyond the possible duration of this Trust;

(vi) invest and reinvest the Trust property, or any part or parts thereof, and from time to time, as often as they shall see fit, change investments, including investment in all 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 investments shall be of a character or in an amount not customarily considered proper in the investment of trust funds or which does or may not produce income;

(vii) incur such liabilities, obligations and expenses and pay from the principal or the income of the Trust property in their hands all such sums as they shall deem necessary or proper for the furtherance of the purposes of this Trust;

(viii) vote in such manner as they shall think fit any or all shares in any corporation or trust which shall be held as Trust property, and for that purpose give proxies to any person, persons or to one or more of their number, vote, waive any notice or otherwise act in respect of any such shares;

(ix) deposit any funds of the Trust in any bank of trust company and delegate to any one or more of their number, or to any other person or persons, the power to deposit, withdraw and draw checks on any funds of the Trust;

(x) maintain such offices and other places of business as they shall deem necessary or proper and engage in business in Massachusetts or elsewhere;

(xi) employ, appoint and remove such agents, managers, officers, brokers, engineers, architects, employees, servants, assistants and counsel (which counsel may be a firm of which one or more of the Trustees are members) as they shall deem proper for the purchase, sale or management of the Trust property, or any part or parts thereof, or for conducting the business of the Trust, and may define their respective duties and fix and pay their compensation, and the Trustees shall not be answerable for the acts and defaults of any such person. The Trustees may delegate to any such agent, manager, officer, board, broker, engineer, architect, employee, servant, assistant or counsel any or all of their powers (including discretionary powers, except that the power to join in amending, altering, adding to, terminating or changing this Declaration of Trust and the trust hereby created shall not be delegated) all for such times and purposes as they shall deem proper. Without hereby limiting the generality of the foregoing, the Trustees may designate from their number a chairman, a Treasurer, a Secretary, and such other officers as they deem fit, and may from time to time designate one or more of their own number to be the Managing Trustee or Managing Trustees for the management and administration of the Trust property and the business of the Trust, or any part or parts thereof;

(xii) improve any property owned by the Trust;

(xiii) manage, maintain, repair, restore, and improve common areas and facilities, and when they shall deem necessary, the Units;

(xiv) determine the common expenses required for the affairs of the Condominium;

(xv) collect the common expenses from the Unit Owners;

(xvi) adopt and amend rules and regulations covering the details of the operation and use of the common areas and facilities; initially adopted and attached hereto as *Schedule "A"*;

(xvii) obtain insurance covering the Condominium (including the common areas and facilities and the Units);

(xviii) enforce obligations of the Unit Owners and have the power to levy fines against the Unit Owners for violations of reasonable rules and regulations established by the Trustees to govern the conduct of the Unit Owners. No fine may be levied for more than \$10 for any one violation, but for each day a violation continues after notice, it shall be considered a separate violation. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were common charges owed by the particular Unit Owner or Unit Owners. In the case of persistent violation of the rules and regulations by a Unit Owner, the Trustees shall have the power to require such Unit Owner to post a bond to secure adherence to the rules and regulations;

(xix) Generally, in all matters not herein otherwise specified, control and do each and every thing necessary, suitable, convenient, or proper for the accomplishment of any of the purposes of the Trust or incidental to the powers herein or in said Chapter 183A, manage and dispose of the Trust property as if the Trustees were the absolute owners thereof and to do 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 Unit Owners.

Section 6.2 - Maintenance and Repair of Units. The Unit Owners shall be responsible for the proper maintenance and repair of their respective Units and the maintenance, repair and replacement of utility fixtures therein serving the same, including, without limitation, interior finish walls, ceilings, and floors; windows, and interior window trim; doors; door frames and interior door trim; plumbing and sanitary waste fixtures and fixtures for water and other utilities; electrical fixtures and outlets; and all wires, pipes, drains and conduits for water, sewerage, electric power and light, telephone and any other utility services which are contained in and serve such Unit. If the Trustees shall at any time in their reasonable judgment determine that the interior of any Unit is in such need of maintenance or repair that the market value of one or more other Units is being substantially and adversely affected or that the condition of a Unit or fixtures, furnishings, facility or equipment therein is hazardous to any Unit or the occupants thereof, the Trustees shall in writing request the Unit Owner to perform the needed maintenance, repair or replacement or to collect the hazardous condition, and in case such work shall not have been commenced within fifteen (15) days (or such reasonable shorter period in case of emergency as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of such Unit Owner and to enter upon and have access to such Unit for the purpose. The reasonable cost of such work shall

constitute a lien upon such Unit and the Unit Owner shall be personally liable therefor.

Repair of uninsured casualty loss or damage to units caused by events in or condition of common areas and facilities, in the Trustee's sole discretion; but need not be, paid from common funds.

Section 6.3 - Maintenance, Repair and Replacement of Common Areas and Facilities; Assessment of Common Expenses Therefor. The Trustees shall be responsible for the proper maintenance, repair and replacement of the common areas and facilities of the Condominium, which may be done through a managing agent, as hereinafter provided, and any two Trustees or a managing agent or any others who may be so designated by the Trustees may approve payment of vouchers for such work. The expenses of such maintenance, repair and replacement shall be assessed to the Unit Owners as common expenses of the Condominium at such times and in such amounts as provided in Section 6.4.

Section 6.4 - Common Expense Funds.

Section 6.4.1 - Reserve Funds. The Unit Owners shall be liable for common expenses and, subject to the Trustees' judgment as to reserve and contingent liability funds stated below, shall be entitled to surplus accumulations (common profits), if any, of the Condominium in proportion to their beneficial interest in the Trust. The Trustees may from time to time distribute surplus accumulations, if any, among the Unit Owners in such proportions. The Trustees shall, to the extent they deem advisable, set aside common funds for reserve or contingent liabilities, and may use the funds so set aside for reduction of indebtedness or other lawful capital purposes, or, subject to the provisions of the following Section 6.4.2 and 6.4.3, for repair, rebuilding or restoration of the Trust property or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.

Section 6.4.2 - Estimates of Common Expenses and Assessments. At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the Trustees shall estimate the common expenses expected to be incurred during the next fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed surplus accumulations from prior years, shall determine the assessment to be made for the next fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessment, according to their beneficial interest in the common areas and facilities, and the amount of such assessment shall be payable monthly by each Unit Owner in twelve (12) equal installments on the first day of each month of the year without any requirement that the Trustees send monthly bills or invoices of any kind in addition to the annual statement. 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 Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, the Trustees shall make a supplemental assessment or assessments and render statements therefor in the manner aforesaid,

and such statements shall be payable and take effect as aforesaid. The amount of each annual and/or supplemental assessment shall be the personal liability of each Unit Owner (jointly and severally among the owners of each Unit) and, if not paid when due, or upon the expiration of such grace period as the Trustees may (but need not) designate, each such Unit Owner shall pay interest on such unpaid amount at an interest rate determined from time to time by the Trustees together with the cost of collection of such amounts, including attorneys' fees. Such unpaid assessments together with interest and collection costs shall constitute a lien on the Unit pursuant to the provisions of Section 6 of Chapter 183A. Any lien for unpaid common assessments or other charges on a Unit will be subordinate to a first mortgage of record on the Unit. A purchaser of a Unit shall not be personally liable for delinquent common assessments or other charges attributable to the Unit prior to his becoming the owner, unless assumed by such purchaser. Each Unit Owner, by acceptance of a Unit Deed, agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the Trustees in collection of said assessments for common expenses and enforcement of said lien.

Common expenses shall be assessed to the Unit Owners, including the Developer, commencing upon the conveyance of the first Unit.

In the event an assessment against a Unit remains unpaid for more than thirty (30) days from its due date, the Trustees shall take whatever lawful action they deem necessary to collect such assessment, including an action for money judgment and/or a foreclosure of the lien on said Unit. All rights and remedies of the Trustees with respect to collection of delinquent assessments shall be cumulative.

Section 6.4.3 - Application of Common Funds. The Trustees shall expend common funds only for the purposes permitted by this Trust and by Chapter 183A.

Section 6.5 - Rebuilding and Restoration, Improvements and Condemnation.

Section 6.5.1 - Determination of Scope of Loss. In the event of any casualty loss to the Trust property, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten (10%) percent of the value of the Condominium immediately prior to the casualty, and shall notify all Unit Owners of such determination. If such loss as so determined does not exceed ten (10%) percent of such value, the Trustees shall proceed with the necessary repairs, rebuilding or restoration in the manner provided in paragraph (a) of Section 17 of Chapter 183A. If such loss as so determined exceeds ten (10%) percent of such value, the Trustees shall forthwith submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) among the Unit Owners authorizing the Trustees to proceed with the necessary repair, rebuilding or restoration, and (b) a copy of the provisions of Section 17; and the Trustees shall thereafter proceed in accordance with, and take such further action as they may in their discretion deem advisable in order to implement the provisions of paragraph (b) of said Section 17.

Section 6.5.2 - Submission to Unit Owners of Proposed Improvements. If and whenever the Trustees shall propose to make any improvement to the common areas and facilities of the Condominium, or shall be requested in writing by the Unit Owners holding twenty-five (25%) percent or more of the beneficial interest in this Trust to make any such improvement, the Trustees shall submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same, and (b) a copy of the provisions of Section 18 of Chapter 183A; and upon delivery to the Trustees of such agreement signed by seventy-five (75%) percent or more of the Unit Owners, or the expiration of ninety (90) days after such agreement was first submitted to the Unit Owners, whichever shall first occur, the Trustees shall notify all Unit Owners of the percentage of Unit Owners who have then signed such agreement. If such percentage is seventy-five (75%) percent or more of the Unit Owners, the Trustees shall proceed to make the improvement or improvements specified in such agreement and, in accordance with Section 18 of Chapter 183A, shall charge the cost of such improvement to all the Unit Owners. The agreement so circulated may also provide for separate agreement by the Unit Owners that if more than fifty (50%) percent, but less than seventy-five (75%) percent of the Unit Owners so consent, the Trustees shall proceed to make such improvement or improvements and shall charge the same to the Unit Owners so consenting.

Section 6.5.3 - Condemnation. In the event of a total or partial taking under the powers of eminent domain, the Unit Owners shall be represented by the Trustees hereunder, all awards or damages shall be payable to the Trustees for the benefit of the Unit Owners and their mortgage holders and the taking shall be treated as (i) a casualty loss, (ii) a termination of the Condominium or (iii) a partial termination of the Condominium and a casualty loss and shall be governed by the provisions of Section 6.5.1, Section 6.5.4 and Section 6.7.3 of this Trust and Section 17 and Section 19 of Chapter 183A as appropriate. If any unit is reduced in size or if the number of units is reduced by any such taking, the Trustees shall make an appropriate adjustment in the proportionate interest of each Unit Owner in the common areas and facilities and by the acceptance of a deed to a unit, each Unit Owner irrevocably appoints the Trustees hereunder as his attorneys-in-fact to execute all instruments necessary to accomplish a just and equitable adjustment of such proportionate interests if such a situation occurs.

Section 6.5.4 - Arbitration of Disputed Trustee Action. Notwithstanding anything in Section 6.5.1 and 6.5.2: (a) In the event that any Unit Owner(s), by written notice to the Trustees shall dissent from any determination of the Trustees with respect to the value of the Condominium or any other determination or action of the Trustees under this Section 6.5, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owner(s) shall submit the matter to arbitration. For that purpose, one arbitrator shall be designated by the Trustees, one by the dissenting Unit Owner(s) and a third by the two arbitrators so designated. Such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association and shall be binding upon all parties. The Trustees' decision that work constitutes a repair, rebuilding or restoration other than an improve-

ment shall be conclusive unless shown to have been made in bad faith. The Trustees shall in no event be obliged to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the Trustees' estimate of all costs thereof.

Section 6.6 - Managing Agent. The Trustees may, at their discretion, appoint a manager or managing agent to administer the management and operation of the Condominium, including the incurring of expenses, and making of disbursements and the keeping of accounts, as the Trustees shall from time to time determine. The Trustees or such manager or managing agent may appoint, employ and remove such additional agents, attorneys, accountants or employees as the Trustees shall determine.

Section 6.7 - Insurance.

Section 6.7.1 - Hazard Insurance. The Trustees shall obtain and maintain master policies of casualty and physical damage insurance for the benefit and protection of the Trustees, and all of the Unit Owners, naming as the named insureds, and with loss proceeds payable to the Trustees hereunder, (or to one or more of the Trustees hereunder designated by them, as Insurance Trustee(s)) as trustees for all of the Unit Owners collectively of the Condominium and their respective mortgagees, as their interests may appear, pursuant to such condominium form of insurance as may from time to time be customarily used in Massachusetts, such insurance to cover the buildings and all other insurable improvements forming part of the common areas and facilities, including all service machinery, apparatus, equipment, and installations in the common areas and facilities, and including also all such portions and elements of the Units for which the Unit Owners are responsible, but not including the furniture, furnishings, or other personal property of the Unit Owners. Such insurance shall, insofar as practicable, be maintained in an amount not less than one hundred (100%) percent of the replacement value of the insured property for insurance purposes, as determined by the Trustees (who shall review such value at least as often as annually), and shall insure against (a) loss or damage by fire and other hazards covered by the standard extended coverage endorsements with agreed amount and inflation guard endorsement, if available, and (b) such other hazards or risks as the Trustees from time to time in their discretion shall determine to be appropriate, including but not limited to vandalism, malicious mischief, windstorm and water damage, federal flood hazards, so-called, and boiler and machinery explosion or damage. Such insurance may have a deductible amount to be determined from time to time by the Trustees. If any part of the Condominium is located in a special flood hazard area, as defined by the Federal Emergency Management Agency, the Trustees shall obtain a master or blanket policy of flood insurance in an amount at least equal to the lesser of (i) 100% of the replacement cost of all buildings and other insurable property located in the flood hazard area or (ii) the maximum coverage available for the property under the National Flood Insurance Program.

Section 6.7.2 - Policy Provisions. All policies of casualty or physical damage insurance shall, insofar as practicable, provide (a) that such policies may not be cancelled, terminated, or substantially modified as to amount of coverage or risks covered without at least ten (10) days' written notice to the Trustees or the insurance trustee or trustees, the Unit Owners and the first mortgagees named in the mortgage clause; (b) for waiver of subrogation as to any claims (except claims involving arson or fraud) against the Trust, the Trustees, the manager, agents, employees, the Unit Owners and their respective employees, agents, and guests; (c) for waivers of any defense based upon the conduct of any insured; (d) in substance and effect that the insurer shall not be entitled to contribution as against any casualty or property insurance which may be purchased separately by Unit Owners; and (e) that such insurance shall not be prejudiced: (i) by any act or neglect of any owners or occupants of the Units, when such act or neglect is not within the control of the Trustees (or Owners) collectively, or (ii) by failure of the Trustees (or Owners) collectively to comply with any warranty or condition with regard to any portion of the premises over which the Trustees (or Owners) collectively have no control.

Section 6.7.3 - Disbursement of Casualty Loss Insurance. The Trustee or Trustees hereunder designated as Insurance Trustee or Trustees as aforesaid, shall collect and receive all casualty loss insurance proceeds, and shall hold, use, apply, and disburse the same in accordance with applicable provisions of Section 6 hereof. With respect to losses covered by such insurance which affect portions or elements of a Unit, or of more than one Unit to substantially the same or to different extents, the proceeds relating thereto shall be used, applied, and disbursed by the Trustees in a fair and equitable manner.

Section 6.7.4 - Comprehensive Public Liability, Workmen's Compensation and Other Risk Insurance. The Trustees shall also obtain and maintain, to the extent available, master policies of insurance with respect to the common areas and facilities, for the benefit of the Trustees and all of the Unit Owners, for (a) comprehensive public liability, including personal injury coverage which shall cover any claims of any Unit Owner, covering all Common Elements, public ways and any other areas that are under the control of the Trustees and providing coverage for bodily injury and property damage that results from the operation, maintenance and use of the Condominium's Common Elements and any legal liability that results from law suits related to employment contracts in which the Trustees are a party; (b) Workmen's Compensation and employer's liability insurance covering any employee of the Trust and (c) such other risks as the Trustees in their discretion deem it appropriate to insure. All such insurance shall be in such amounts and forms as the Trustees shall in their discretion deem appropriate, except that the comprehensive public liability coverage shall be at least One Million (\$1,000,000.00) Dollars for bodily injury or property damage for any single occurrence, and shall provide for at least ten (10) days' prior written notice to the Trustees, the Unit Owners and the holders of first mortgages on units before the insurer can cancel or substantially modify any insurance policy, and shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Trustees or other Unit Owners.

Section 6.7.5 - Owner's Insurance and Responsibility for Increase in Premiums of Master Policy. Each Unit Owner may obtain additional insurance for his or her own benefit at his or her own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Trustees pursuant to Section 6.7.1 above, and each Unit Owner hereby assigns to the Trustees the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms of this Section 6.7 as if produced by such coverage. Copies of all such policies (except policies covering only personal property of individual Unit Owners) shall be filed with the Trustees.

Section 6.7.6 - Notice of Owner's Improvements. Each Unit Owner shall notify the Trustees of all improvements to his or her Unit (except personal property other than fixtures) which exceed a total value of One Thousand (\$1,000.00) Dollars with twenty (20) days after the commencement of construction of such improvements and upon receipt of such notice, the Trustees shall notify the insurer under any policy obtained pursuant to Section 6.7.1 hereof of any such improvements.

Section 6.7.7 - Federal National Mortgage Association-Federal Home Loan Mortgage Corporation Requirements. The Trustees shall maintain insurance covering such risks and liabilities, as applicable to the Condominium, in such amounts of coverage and with such endorsements as shall from time to time be required by either the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation as a condition precedent to their purchase of first mortgages of Units in the Condominium.

Section 6.7.8 - Insurance a Common Expense. The cost of the insurance purchased pursuant to Section 6.7 shall be a common expense assessable and payable as provided in Section 6.4.

Section 6.8 - Meetings.

Section 6.8.1 - Meetings of Trustees. The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect a Chairman, Treasurer, Secretary and any other officers they deem expedient. Other meetings may be called by any Trustee (if there be no more than three then in office) or by any two Trustees (if there be more than three then in office) and in such other manner as the Trustees may establish; provided, however, that written notice of each meeting stating the place, day and hour thereof shall be given at least two days before such meeting to each Trustee. A majority of the Trustees then in office shall constitute a quorum at all meetings. Such meetings shall be conducted in accordance with such rules as the Trustees may adopt.

Section 6.8.2 - Meetings of Unit Owners. There shall be an annual meeting of the Unit Owners on the fourth Wednesday of April in each year at 7:30 p.m. at such reasonable place as may be designated by the Trustees by written notice given by the Trustees to the Unit Owners at least seven (7) days prior to the date so designated. Special meetings (including a meeting in lieu of a passed annual meeting) of

the Unit Owners may be called at any time by the Trustees and shall be called by them upon the written request of Unit Owners entitled to more than twenty-five (25%) percent of the beneficial interest in the Trust. Written notice of any special meeting, designating the place, day and hour thereof, shall be given by the Trustees to the Unit Owners at least seven (7) days prior to the date so designated.

Section 6.8.3 - Notice of Certain Matters, Quorum; Majority Vote. Whenever at any meeting the Trustees propose to submit to the Unit Owners any matter with respect to which specific approval of, or action by, the Unit Owners is required by law or this Trust, the notice of such meeting shall so state and reasonably specify such matter. Unit Owners entitled to more than twenty-five (25%) percent of the beneficial interest of this Trust shall constitute a quorum at all meetings. Any action voted at a meeting shall require the vote of more than twenty-five (25%) percent of the beneficial interest in the Trust, except where the other provisions of this Trust or Chapter 183A requires a larger percentage.

Section 6.9 - Restriction on Use of Units and Common Elements. In order to provide for congenial occupancy of the property, and for the protection of the values of the Units, the use of the Property shall be subject to the following provisions and restrictions:

A. Each of the Units may be used only for residential purposes permitted by the zoning laws of the City of Worcester, subject, in all events, to the further restrictions set forth below in this Section 6.9; provided, however, that such Units may be used by the Developer for other purposes pursuant to provisions of Sub-Paragraph D. of the Section 6.9.

B. Each parking space and garage on the property is intended to be used for the parking of currently registered and licensed private passenger cars in operating condition, of Unit occupants and their guests and invitees, and not for trucks, boats, trailers or other vehicles or items except with the prior written permission of the Trustees, provided, however, that such parking spaces and garages may be used by the Developer for other purposes pursuant to provisions of Sub-Paragraph D. of this Section 6.9. A Unit Owner may lease or otherwise grant the right of use of any parking space or garage in which such Unit Owner has an easement for exclusive use to an occupant of another Unit in the Condominium, but not any other person.

C. The Units and the Common Elements shall be subject to the restrictions that, unless otherwise permitted by instrument in writing, duly executed by the Trustees pursuant to provisions of the Trust;

- (a) no business activities of any nature shall be conducted in any such Unit, except as provided in Sub-Paragraph D of this Section 6.9;
- (b) no animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except with written permission by the Trustees, but subject to the Rules and Regulations adopted by the Trustees, provided that they are not kept, bred or maintained for any commercial purposes and provided

further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property upon ten (10) days' written notice from the Trustees. In no event shall any pet be permitted in any portion of the Common Elements, unless carried or on a leash, or in any grass or landscaped area under any circumstances. If a Unit Owner or occupant's pet defecates on any portion of the Common Elements, such Unit Owner or occupant shall promptly clean it up;

- (c) the architectural integrity of the Building and the Units shall be preserved without modification, and to that end, without limiting the generality: no porch, deck, balcony, terrace, garden, balcony or yard enclosure, awning, screen, antenna, sign, (including "for sale" and "for rent" signs), banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any such Unit or any part thereof; no addition to or change or replacement of any exterior light, door knocker or other exterior hardware shall be made; and no painting, attaching of a decal or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window;
- (d) all maintenance and use by Unit Owners of patios, decks, lights and other facilities shall be done so as to preserve the appearance and character of the same and of the property without modification;
- (e) all use and maintenance of the Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units in accordance with provisions of rules and regulations with respect thereto, from time to time promulgated by the Trustees;
- (f) any and all recreational facilities included as a part of the Condominium are and shall be common facilities to be used only for the private recreation and enjoyment of the Unit Owners and their families and guests, subject to provisions of the bylaws of this Trust and to the Rules and Regulations promulgated pursuant thereto;
- (g) no nuisance shall be allowed which is a source of annoyance to the residents of the Condominium or which interferes with the peaceful possession or proper use of the property by the residents of the Condominium;
- (h) no immoral, improper, offensive or unlawful use shall be made of the property, or any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules,

regulations or requirements of any governmental agency having jurisdiction thereof, relating to any Unit shall be eliminated by and at the sole expense of the Owner of said Unit and relating to the Common Elements shall be eliminated by the Trustees;

- (i) a Unit Owner shall not place or cause to be placed in or on any of the Common Elements other than a porch, deck, patio or other area (not including and unenclosed parking space or garage) to which such Unit Owner has exclusive rights, any furniture, packages, or objects of any kind. No clotheslines or other objects deemed objectionable by the Trustees shall be placed in any of the Common Elements;
- (j) a Unit Owner shall not change the color of nor make any addition, alteration or improvement to the rear porch portion of his Unit without the prior written approval by the Trustees;

Said restrictions shall be for the benefit of the Unit Owners and the Trustees as the persons in charge of the Common Areas and Facilities, shall be enforceable by said Trustees and the Unit Owners, may be waived in specific cases by the Trustees, and shall, insofar as permitted by law, be perpetual; and to that end, may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph, except such as occur during his or her ownership thereof.

D. Notwithstanding anything to the contrary contained herein, the Developer may, until all of the Units in the Condominium, including Units in any contemplated additional phases of the Condominium, have been sold by said Developer (i) use any Units owned by the Developer as models for display, as offices and/or as storage areas or for any other uses which it deems necessary or desirable in connection with the sale or leasing of Units; (ii) use any garages or parking spaces, exclusive easements for the use of which have not then been conveyed by the Developer, for parking of automobile and trucks, for storage and for any use it deems necessary or desirable in connection with the renovation, sale or leasing of Units; (iii) lease unsold Units; (iv) place signs on the land and buildings, including "For Sale" and "For Rent" signs.

E. A majority of the Trustees then in office may, by an instrument in writing and in accordance with the provisions of the Declaration of Trust, adopt such rules and regulations from time to time as they may determine to be necessary or appropriate to ensure that the Buildings and Units are used for the purposes set forth in Sub-Paragraph (A) above, and to protect the architectural integrity of the Building.

Nothing hereinbefore contained shall be so construed as to restrict the right of any Unit Owner to decorate the interior of his Unit in accordance with his own wishes or to change the use and designation of any room or space in the interior of such Unit from the designation and the implied use resulting from said designation set forth on the Plans to be filed herewith (subject, however, to the restrictions herein

contained as to uses), or to prohibit the Owner of any Unit from remodeling the interior of such Unit provided that any and all work shall be done in a good and workmanlike manner pursuant to a building permit duly issued therefor, if required by law, and provided further that the Owner of such Unit shall first submit plans and specifications of the work to be accomplished to the Trustees, together with a written request for approval thereof and shall not commence said work until such approval shall have been received in writing. The failure of the Trustees to act upon any such written request within thirty (30) days, shall be deemed to constitute approval.

Section 6.10 - Notices to Unit Owners. Every notice to any Unit Owner required under the provisions of this Trust which may be deemed by the Trustees necessary or desirable in connection with the execution of the trust created hereby or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if in writing addressed to the Owner of such Unit last appearing on the Trustees' records, and mailed, postage prepaid, to such person at his address last appearing on the Trustees' records if other than the Unit or, if no address other than the Unit appears on the Trustees' records mailed or delivered to the Unit at least seven (7) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given. The owner or Owners of such Unit shall have the responsibility of providing the Trustees with the correct name of the present Owners of the Unit and any address other than the Unit to which they desire notices to be mailed as to which matters the Trustees shall have no duty of inquiring beyond their records.

Section 6.11 - Inspection of Books; Reports to Unit Owners. Books, accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees and the Unit Owner and first mortgagee of any Unit at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners a written report of the operations of the Trust for such year, which report shall include without limitation a statement of all receipts and expenditures. If the Trustees so determine or if any Unit Owner so requests in writing to the Trustees, the report shall include financial statements by a certified public accountant which may, but need not be certified, as the Trustees shall determine, and shall be in such summary form and in only such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by registered mail within a period of one (1) month of the date of his or her receipt of the report shall be deemed to have assented thereto.

Section 6.12 - Checks, Notes, Drafts, and Other Instruments. Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any one Trustee or by any person or persons to whom such power may at any time or from time to time have been delegated by not less than a majority of the Trustees.

Section 6.13 - Fiscal Year. The fiscal year of the Trust shall be the year ending with the last day of December or such other date as may from time to time be determined by the Trustees.

Section 6.14 - Termination Prior to Expiration of Phasing Period. Notwithstanding the provisions of Section 19 of Chapter 183A, neither all nor any portion of the Condominium may be removed from the provisions of Chapter 183A without the consent of the Developer until such time as the sixty-seventh (67th) unit has been added to the Condominium or seven (7) years from the date this Trust is recorded, whichever shall first occur.

ARTICLE VII

SALES AND MORTGAGES OF UNITS

Section 7.1 - No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the interest of such Unit Owner in the Common Elements and assets of the Trust, including, without limitation, the exclusive right and easement of such Unit Owner to use any parking spaces or garages and/or storage enclosures which is granted either by the first Unit Deed or by separate instrument, (hereinafter collectively called the Appurtenant Interests), it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

Section 7.2 - Mortgage of Units. Any Unit Owner may, without the prior written approval of the Trustees, mortgage his Unit to any person, firm or entity. A Unit Owner who mortgages his Unit shall notify the Trustees of the name and address of his mortgagee and shall file a conformed copy of the mortgage with the Trustees; the Trustees shall maintain such information in a book entitled "Mortgagees of Units". The failure of a Unit Owner to so notify the Trustees or to file a conformed copy with them shall not invalidate the mortgage or any of its provisions or the rights of any holder of such mortgage. The Trustees, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid Common Charges due from, or any other default by, the owner of the mortgaged Unit. In addition, a first mortgagee, upon request, will be entitled to written notification from the Trustees of any 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. The Trustees, when giving notice to a Unit Owner of a default in paying Common Charges or other default, shall send a copy of such notice to each Registered Mortgagee. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Trust at reasonable times on business days.

ARTICLE VIIIRIGHTS AND OBLIGATIONS OF THIRD PARTIES
DEALING WITH THE TRUSTEES

Section 8.1 - Reliance on Identity of Trustees. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear on record in the Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees under this Trust, or be affected by any notice, implied or actual, otherwise than by a certificate thereof, and such record or certificate shall be conclusive evidence of the personnel of the Trustees and of any changes therein. The receipts of the Trustees, or any one or more of them, for 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 Trustees, or any one or more of them, shall receive any money, property or other credit shall be required to see the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was Trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees, and any instrument of appointment of a new Trustee or resignation or removal of an old Trustee purporting to be executed by the Trustees, Unit Owners or other persons required by this Trust to execute the same, shall be conclusive in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation, removal or appointment or the occurrence thereof.

Section 8.2 - Personal Liability Excluded. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceedings, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees shall look only to the Trust property for any debt, damage, judgment or decree, or for any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable thereof; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under provisions of Section 4.11 of this Trust or under provisions of Chapter 183A.

Section 8.3 - All Obligations Subject to This Trust. Every note, bond, contract, order, instrument, certificate, undertaking obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions of this Trust, whether or not express reference shall have been made to this instrument.

Section 8.4 - Further Matters of Reliance. This Declaration of Trust and any amendments to this Trust and any certificate required by the terms of this Trust to be recorded and any other certificate or paper signed by the Trustees or any of them which it may be deemed desirable to record shall be recorded with the Registry of Deeds and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof, and all persons dealing in any manner whatsoever with the Trustees, the Trust property or any beneficiary thereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with said Registry of Deeds. Any certificate signed by two Trustees in office at the time (only one Trustee if there is only one at the time), setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries and as to matters determining the authority of the Trustees, or any one of them to do any act, when duly acknowledged and recorded with the Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by any Trustee hereunder, or by a majority of the Trustees hereunder, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustee or majority, as the case may be, shall, as to all persons acting in good faith in reliance thereon be conclusive evidence of the truth or the statements made in such certificate, the existence of the facts therein set forth and the existence of the authority of such one or more Trustees to execute and deliver the designated instrument on behalf of the Trust.

Section 8.5 - Common Expenses in Event of Unit Mortgage Foreclosure. Any first mortgagee, in the event of foreclosure of its mortgage, shall take such Unit free of any claims for unpaid common expenses or assessments against such Unit to the extent provided by law.

Section 8.6 - Common Expense Certificates. Notwithstanding any other provision of this Article VIII, any certificate settling forth the amount of unpaid common expenses assessed against any Unit Owner as provided by subsection (d) of Section 6 of Chapter 183A shall be conclusive evidence of the facts stated therein if signed by any two Trustees then in office (or one if there be only one in office).

ARTICLE IX

AMENDMENTS AND TERMINATION

Section 9.1 - Amendments. The Trustees, with the consent in writing of Unit Owners entitled to not less than seventy-five (75%) percent of the beneficial interest in this Trust (and the consent of the Developer until such time as the sixty-seventh unit has been added to the Condominium or seven (7) years from the date this Trust is recorded, whichever shall first occur), may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding

obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change (a) 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 from the percentage of the individual interest of such Unit Owner in the common areas and facilities as set forth in the Master Deed, and any amendment thereto, or (b) which would render this Trust contrary to or inconsistent with any requirements or provisions of Chapter 183A, shall be valid or effective. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with the Registry of Deeds of an instrument of amendment, alteration, addition or change as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds by any two Trustees, if there be at least two then in office (or one Trustee if there be only one in office), setting forth in full the amendment, alteration, addition or change, and reciting the consent of the Unit Owners required by this Trust to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition or change whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes. Nothing in this paragraph shall be construed as making it obligatory upon the Trustees to amend, alter, add to or change the Declaration of Trust upon obtaining the necessary consent as hereinbefore provided.

Section 9.2 - Termination. The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure therefor set forth in Section 19 thereof.

Section 9.3 - Disposition of Trust Property Upon Termination. Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of Chapter 183A, sell and convert into money the whole of the Trust property, or any part thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them which shall be conclusive, all other property then held by them in trust hereunder, to the Unit Owners according to their respective beneficial interest stated in this Trust. In making any sale under this Section, the Trustees shall have power to sell by public auction or private sale or contract and to buy in or rescind or vary any contract of sale and to resell without being answerable for loss and, for said purposes, to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distributions of Trust property may have passed.

ARTICLE X

FEDERAL HOME LOAN MORTGAGE CORPORATION
AND FEDERAL NATIONAL MORTGAGE ASSOCIATION PROVISIONS

The following provisions are added for the purpose of qualifying mortgages of units in the Condominium for sale to either the Federal National Mortgage Association or to the Federal Home Loan Mortgage Corporation. Some of the provisions set forth in this Article X repeat provisions previously set forth herein for the purpose of facilitating review of the provisions required by either the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation. If there is any conflict between a provision set forth herein and another provision in this Trust or the Master Deed, then the provisions set forth in this Article X shall control. If there shall be a conflict in the application of the various provisions set forth in this Article X to any situation, the most restrictive provision shall apply.

Section 10.1 - Federal National Mortgage Association Provisions.

Section 10.1.1 - Condominium Documents. The Trustees shall make available to Unit Owners and to holders, insurers or guarantors of any first mortgage of a unit, current copies of the Master Deed, the Declaration of Trust, By-Laws and other rules and regulations concerning the Condominium and the books, records and financial statements of the Trust. "Available" shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Section 10.1.2 - Financial Statements. Unless the Federal National Mortgage Association will waive their requirement, any holder, insurer or guarantor of a first mortgage of a unit shall be entitled, upon written request, to an audited financial statement for the immediately preceding fiscal year, free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request.

Section 10.1.3 - Notices to First Mortgagees. The holder, insurer or guarantor of a first mortgage on any unit is entitled to timely written notice of:

- (a) any condemnation or casualty loss that affects either a material portion of the Condominium or any Unit on which it holds the mortgage;
- (b) any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of any Unit on which it holds the mortgage;
- (c) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees; and
- (d) any proposed action that required the consent of a specified percentage of "eligible mortgage holders" as defined in the subparagraph.

In order to obtain this information, any such mortgage holder, insurer or guarantor should send a written request to the Trustees stating both its name and address and the unit number or address of the Unit on which it holds the mortgage. A mortgage holder, who requests the information described in Section 10.1.3 (d), is sometimes referred to herein as an "eligible mortgage holder".

Section 10.1.4 - Amendment to Documents. The approval of eligible mortgage holders representing at least fifty-one (51%) percent of the votes of the units that are subject to mortgages held by eligible mortgage holders shall be required for any amendment of a material nature to the Master Deed, Trust document, By-Laws or the rules and regulations of the Condominium. A change with respect to any of the following matters shall be considered material, namely:

- (a) voting rights;
- (b) assessments, assessment liens or subordination of assessment liens;
- (c) reserves for maintenance, repair and replacement or common areas;
- (d) responsibility for maintenance and repairs;
- (e) reallocation of interests in the general or limited common areas, or rights to their use;
- (f) boundaries of any Unit;
- (g) convertibility of Units into common areas or vice versa;
- (h) except with respect to the addition of the proposed phases to the Condominium in accordance with the provisions of the Master Deed, the expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- (i) insurance or fidelity bonds;
- (j) leasing of Units;
- (k) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (l) a decision by the Trustees or the Unit Owners to establish selfmanagement when professional management has been required previously by an eligible mortgage holder;
- (m) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Trust Document, the Master Deed, the By-Laws, the rules and regulations or Chapter 183A;
- (n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs, or

- (o) any provisions that expressly benefit holders, insurers or guarantors of first mortgages.

The approval of eligible mortgage holders representing at least sixty-seven (67%) percent of the votes of the Units that are subject to mortgages held by eligible mortgage holders shall be required for termination of the legal status of the Condominium for any reason other than substantial destruction or condemnation of the property which constitutes the Condominium.

If an amendment is not considered to be a material change, the approval of any eligible mortgage holder shall be assumed if the eligible mortgage holder fails to submit a response to any written proposal for an amendment within thirty (30) days after the proposal is made.

Section 10.1.5 - Service Contracts. Any agreement for professional management of the Condominium or any other contract providing for services by any person or entity must provide for (i) termination on ninety (90) days' written notice by either party without payment of a termination fee and (ii) a maximum contract term of three (3) years, provided, however, if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation shall at any time require a provision for any such contract which conflicts with these provisions, this subparagraph shall be deemed to be amended to comply with the requirements of the Federal National Mortgage Association and/or the Federal Home Loan Mortgage Corporation.

Section 10.1.6 - Rights of the Trustees. The Trustees and those authorized by the Trustees have the right of access described in Section 6 of the Master Deed and the further right to grant permits, licenses and easements over the common areas for utilities, roads and other purposes necessary for the proper operation of the Condominium.

Section 10.1.7 - Rights of Action. The Trustees and/or any Unit Owner or Owners shall have the right to commence any and all appropriate legal action against any Unit Owner or Owners who fail to comply with a Unit Owner's obligations set forth in or arising under the Master Deed, this Trust, the By-Laws and the rules and regulations and any Unit Owner or Owners shall have the right to commence any and all appropriate legal action against the Trustees if the Trustees fail to comply with any of their obligations set forth in or arising under the Master Deed, this Trust, by By-Laws and the rules and regulations.

Section 10.1.8 - Leases. All lease or rental agreements of any kind for any Unit shall be (i) in writing, (ii) specifically subject to the provisions of the Master Deed, this Trust, the By-Laws, and the rules and regulations of the Condominium and (iii) for an initial term of not less than six (6) months.

Section 10.1.9 - Assessment of Common Expenses. Common expenses shall be assessed to the Unit Owners, according to their respective percentages of the undivided interest in the common areas and facilities, commencing upon the conveyance of the first Unit. Developer shall pay its assessment of common expenses commencing 180 days after the first unit sale in each respective Phase.

Section 10.2 - Federal Home Loan Mortgage Corporation Provisions.

Section 10.2.1 - Exceptions for First Mortgagees.

(a) Right of First Refusal - If the Unit Owners shall at any time adopt a right of first refusal with respect to the sale or leasing of Units, such right of first refusal shall not impair the rights of a first mortgagee to (i) foreclose or take title to a Unit pursuant to remedies provided in its mortgage or (ii) accept a deed in lieu of foreclosure or (iii) sell or lease a Unit acquired by such first mortgagee pursuant to the terms of its first mortgage.

(b) Common Charges - Any first mortgagee who obtains title to the mortgaged Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Units' unpaid common charges which accrue prior to the acquisition of title to the unit by the first mortgagee.

Section 10.2.2 - Consent of Mortgagees. Except as provided by statute in case of condemnation or substantial loss to the Units and/or the Common Elements of the Condominium, unless at least two-thirds of the first mortgagees (based upon one vote for each first mortgage owned) or Unit Owners (other than the Developer of the Condominium) have given their prior written approval, neither the Trustees nor the Unit Owners shall:

- (a) by act or omission, seek to abandon or terminate the Condominium;
- (b) change the pro-rata interest or obligations of any individual unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or (ii) determining the pro-rata share of ownership of each unit in the Common Elements;
- (c) partition or subdivide any Unit;
- (d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (Neither the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements nor the regulation of the use of Common Elements by the Trustees shall be deemed to be matters requiring consent under this Section 10.2.2 (d).
- (e) use hazard insurance proceeds for losses to any Condominium property (whether to units or to Common Elements) for other than the repair, replacement or reconstruction of such Condominium property.

The foregoing provisions of Section 10.2.2 (b) and Section 10.2.2 (d) shall be deemed waived to the extent necessary to allow the phasing of the Condominium in accordance with the provisions of the Master Deed.

Section 10.2.3 - Notice of Default. A first mortgagee of a Unit shall, upon written request, be entitled to written notification from the Trustees of any default in the performance by the mortgagor of such Unit of any obligation under the Master Deed, Trust, By-Laws and/or rules and regulations of the Condominium which is not cured within sixty (60) days.

Section 10.2.4 - Professional Management or Service Contracts. See Section 10.1.5 of this Article X.

Section 10.2.5 - Distributions to Unit Owners. In no event, now or at any future time, shall any provision of the Master Deed, Trust, By-Laws or rules or regulations of the Condominium give a Unit Owner or any other party priority over any rights of a first mortgagee of any Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceedings or condemnation awards for losses to or takings of Units and/or Common Elements.

Section 10.3 - Construction of Trust, Master Deed, By-Laws and Rules and Regulations. The Developer and the Trustees intend that the Master Deed, the Trust, the By-Laws and the rules and regulations shall both now and in the future comply with the requirements, as the same may be amended, of the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation with respect to condominium mortgage loans to be purchased by either entity and; except to the extent that any such requirement shall conflict with Chapter 183A; the Master Deed, the Trust, the By-Laws and rules and regulations shall be construed so as to comply with such requirements, as if they were set forth herein, and, to the extent that any provision thereof shall conflict with any such requirement, it shall be deemed void and of no effect; PROVIDED, HOWEVER, notwithstanding the foregoing, no provision of the Master Deed with respect to the addition of Phase II through Phase IV shall be deemed void or of no effect because of any such conflict with any such requirement without the written approval of the Developer.

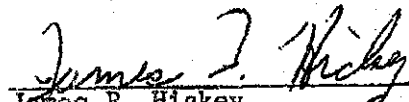
ARTICLE XI

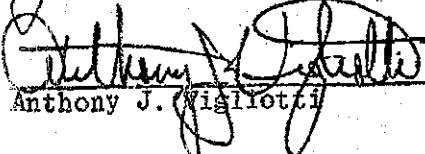
CONSTRUCTION AND INTERPRETATION

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

Executed on this 14th day of December in the year 1988.


Robert J. Hickey


James R. Hickey

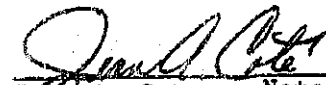

Anthony J. Vigliotti

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

December 14, 1988

Then personally appeared the above named Robert J. Hickey, James R. Hickey and Anthony J. Vigliotti and acknowledged the foregoing instrument to be their free act and deed, before me,


Jean A. Cote Notary Public
My Commission Expires: May 19, 1989

SCHEDULE A

HICKORY HILL ESTATES CONDOMINIUM

RULES AND REGULATIONS

1. The Buildings and each of the Units may be used only as a single family residence. No use may be made of any Unit except as a residence for the Owner thereof or his permitted lessees and the members of their immediate families, and no Unit or any portion thereof may be used as a professional office or for any business purpose whether or not accessory to such residential use, except in the manner and to the extent provided in the Master Deed.
2. The following restrictions and regulations shall apply to the use and occupancy of the Parking Spaces or Detached Garages:
 - a. The Parking Spaces/may be used only for parking of private automobiles, motorcycles, and noncommercial vans and recreational vehicles for the personal use of parties entitled to use said Parking Spaces or Detached Garage, and their immediate families. No trucks, boats, trailers (whether capable of independent operations or attached to an automobile or other vehicle) commercial vehicles, and the like, may be parked in the Parking Spaces or Detached Garage except with the written consent of the Trustees of the Trust, as these terms are hereinafter defined. One vehicle only allowed per parking space or detached garage.
 - b. All vehicles shall be parked within their respective Parking Space or Detached Garage.
 - c. A Unit Owner, by written permission, may permit any tenant, guest, servant, licensee, or other party, the right to use a Parking Space or Detached Garage which said Unit Owner is entitled to use, but all parties using said Parking Space or

Detached Garage shall comply with the provision relating to such use contained in this Master Deed, the By-Laws and the Rules and Regulations promulgated pursuant to the By-Laws.

- d. In instances where vehicles using the parking areas and facilities of the Condominium or the Parking Spaces or Detached Garage do not comply with the foregoing provisions, the Trustees are authorized to allow the towing of the non-complying vehicle or vehicles at the expense of the owners of the vehicle or vehicles.

3. There shall be no obstruction or waste of the common areas and facilities, stairways, passageways, or storage areas nor shall anything be stored therein without the prior written consent of the Board of Trustees, except as herein or in the By-Laws expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the By-Laws. Nothing shall be hung out of windows, doors or fire escapes, nor shall any sign, awning, gate, projection, fence, alteration, decoration, or feature of any kind be erected, placed or attached to the exterior of any Unit, patio, window or door or any part thereof, without the prior written approval of the Board of Trustees.

4. Nothing shall be altered, constructed in or removed from the common areas except upon written consent of the Trustees.

5. All maintenance and use by Unit Owners of patios, yards, parking spaces, detached garages, pool and other common areas and facilities shall be done so as to preserve the appearance and character of the same without modification.

6. All maintenance and use of the Units shall be in a manner consistent with the comfort and convenience of the occupants of other

Units and in accordance with such Rules and Regulations, restrictions or requirements with respect thereto which the Trustees may from time to time promulgate.

7. No Unit Owner shall make or permit any noises that will disturb or annoy the occupants of any other Unit, or do or permit to be done anything which will interfere with the rights, comfort or convenience of other Unit Owners. No electronic equipment shall be operated in any Unit which will cause interference with radio or television reception by other Unit Owners.

8. All garbage and refuse from each Unit shall be deposited with care in rubbish receptacles and in containers intended for such purposes, in such manner as shall, from time to time, be directed by the Trustees.

9. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained, or permitted in or about any Unit or common areas without the written approval of the Trustees. No Unit may be used or rented for transient, hotel or motel purposes nor may any Unit be rented, let, leased or licensed for use or occupancy by others than the Owners thereof except to persons who have first been approved in writing by said Trustees, provided, however, that such right of approval shall not be exercised so as to restrict use or occupation of Units because of race, creed, color or national origin.

Every written lease, license or tenancy arrangement permitting outside occupants use or possession or occupancy of a Unit shall include a provision requiring the outside occupant to comply with all terms and conditions of this Paragraph 9 of the Rules and Regulations and also with the provisions of the Master Deed Declaration of Condominium of Hickory Hill Estates Condominium and the By-Laws and

Rules and Regulations thereunder and to each such written instrument there shall be attached a copy of the Rules and Regulations of Hickory Hill Estates Condominium. Every unwritten tenancy arrangement of a Unit is specifically conditioned upon compliance with the Rules and Regulations and said Paragraph 9, and any Unit Owner entering into such arrangements shall deliver to the tenant a copy of the Rules and Regulations.

10. Water-closets and other water and drainage apparatus in the Units shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags, papers, ashes or any other article be thrown into the same. Damage to any Unit resulting from misuse of any water-closet or other water apparatus shall be paid for the the Unit Owner in whose Unit it shall have been caused.

11. No bird or animal shall be kept or harbored in any Unit without the prior written approval of the Trustees. Dogs shall not be permitted in any of the common areas unless carried or on a leash. The Unit Owner shall indemnify the Trust and hold it harmless from any loss or liability or claims for loss or liability of any kind or character whatsoever caused by or arising from said Owner housing an animal in the Condominium. If a dog or other animal becomes obnoxious or a nuisance to other Unit Owners by reason of barking or otherwise, the Unit Owner thereof must cause the problem to be corrected within ten (10) days or if not corrected, the Unit Owner, upon written notice from the Trustees, will be required to dispose of the animal or bird.

12. The Board of Trustees, or its agents, may request and retain pass keys to each Unit, and shall have access to the Unit in case of emergency and, when necessary, to perform repairs, maintenance, or restoration to other parts of any building.

13. Each Unit Owner may use the common areas and facilities in accordance with their intended purposes without being deemed to be hindering or encroaching upon the lawful rights of other Unit Owners. Such use shall be in strict compliance with all of the terms, conditions and restrictions contained in the Master Deed and the Declaration of Trust creating Hickory Hill Estates Condominium Trust or as the same may lawfully be amended from time to time.

14. All damage to any Unit caused by or resulting from the moving or carrying of any article or thing shall be paid by the Unit Owner responsible for the presence of such article. Any damage to the Buildings or common areas or facilities caused by children or their guests shall be repaired by the parents of such children. Unit Owners shall be held responsible for the actions of their children, guests of children and guests of the Unit Owners.

15. Without the written consent of the Trustees, nothing will be done or kept in any Unit or in the common area which will increase the rates of insurance or jeopardize insurance or future insurance on any of the Buildings or which would be in violation of any law, ordinance, rule or regulation of any public authority having jurisdiction.

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

17. Unit Owners will be responsible for the actions of their guests. If a guest creates a nuisance to any Unit Owner the Trustees shall have the right to request that guest to leave. Responsibility for such supervision shall rest with the Unit Owner who is the host of such guest.

18. The Trustees may charge guests for the use of any recreational facilities and may restrict or limit the number of guests that may use said recreational facilities.

19. Any complaint, regarding the operation or management of the Condominium or regarding actions of other Unit Owners shall be made in writing to the Board of Trustees.

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

21. These Rules and Regulations may, from time to time be amended, modified or otherwise changed by the Trustees in accordance with the Declaration of Trust. A Unit Owner shall not be bound by such amendment, modification or change until such Unit Owner shall have notice thereof. Notice thereof conspicuously posted shall be deemed notice to each Unit Owner.

22. These Rules and Regulations are adopted for the benefit of each Unit Owner and the Trustees of the Hickory Hill Estate Condominium Trust and may be enforceable by them or any of them, insofar as permitted by law. These Rules and Regulations have been adopted pursuant to the terms and conditions contained in the Master Deed and the Declaration of Trust creating the Hickory Hill Estates Condominium Trust, including its By-Laws, all of which remain applicable.

HICKORY HILL ESTATES CONDOMINIUM TRUST



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RESOLUTION
ANTENNA RESTRICTIONS

We, the undersigned, being a majority of the Board of Trustees of the Hickory Hill Estates Condominium Trust created under Declaration of Trust dated December 14, 1983 and recorded with the Worcester County Registry of Deeds in Book 8065, Page 50, in order to comply with the Federal Telecommunications Act of 1996 and the Order and Rules promulgated by the Federal Communications Commission on September 25, 1998 and November 20, 1998, do hereby adopt the following resolution relating to antennas and satellite dishes pursuant to Article VI, Section 6.1(xvi) of said Trust:

1. Definitions.

(a) Reception Antenna means an antenna, satellite dish, or other structure used to receive video programming services intended for reception in the viewing area. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, and television broadcast signals. The mast supporting the Reception Antenna, cabling, supports, guy wires, conduits, wiring, fasteners, bolts or other accessories for the Reception Antenna or similar structure are part of the Reception Antenna. A Reception Antenna that has limited transmission capability designed for the viewer to select or use video programming is a Reception Antenna provided that it meets Federal Communications Commission standards for radio frequency radiation and a Transmission Antenna which is used solely in conjunction with a Reception Antenna shall be considered a Reception Antenna for purposes of this Resolution. Structures similar to Reception Antennas are any structure, device, or equipment that is similar in size, weight, appearance to Reception Antennas.

(b) Transmission Antenna means any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than a Reception Antenna as defined above.

2. (a) No resident shall install a Reception Antenna on any portion of the common areas and facilities unless the area is a limited common element or exclusive use area appurtenant to the unit where the resident resides.

(b) A Reception Antenna which encroaches on the air space of another owner's unit or limited common area or onto the general common areas does not comply with this rule.

3. If a Reception Antenna is installed in a limited common area or exclusive use area appurtenant to the unit where the resident resides, such installation shall be subject to the following:

(a) Reception Antennas shall be no larger than necessary for reception of an acceptable quality signal; provided that under no circumstances shall Reception Antennas for direct broadcast satellite services be larger than one meter in diameter.

(b) Due to safety concerns relating to wind loads and the risk of falling structures, masts, supports, and other structures more than twelve feet in height must receive the prior written approval of the Board. The owner must submit an application including detailed drawings of the structure and methods of anchorage.

(c) To the extent possible, Reception Antennas should be placed in areas that are shielded from view from outside the project or from other units; provided that nothing in this rule shall require a Reception Antenna to be placed where it precludes reception of an acceptable quality signal unless no acceptable reception is available in any limited common area or exclusive use area. In no event may Reception Antennas be installed on roofs, lawns or other general common areas. The Board

Worcester

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Marcus, Calkins & Co.
45 Braintree Hill Ct.,
Braintree, MA 02184
P. Brooks, P. C.
atk, Suite 107

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may require that connections of wiring must be through the glass of the nearest window or sliding glass door of the unit owner and may not be connected through general common areas.

(d) Reception Antennas or similar structures shall not be placed in areas where they block fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, or other areas necessary for the safe operation of the condominium. The purpose of this rule is to permit evacuation of the residents and to provide clear access for emergency personnel.

(e) Reception Antennas or similar structures shall not be placed within two feet of electric power lines and in no event shall they be placed within an area where it can be reached by the play in the electric power lines. The purpose of this rule is to prevent injury or damage resulting from contact with the power lines.

(f) If Reception Antennas are allowed to be placed outside the building, the Board may require it to be painted to match, or be compatible with, the color of the building if such painting does not cause an unacceptable quality signal. In addition, the Board may require a resident to install and maintain inexpensive screens or plants to shield the Reception Antenna from view.

(g) Any resident installing, maintaining, or using a Reception Antenna shall do so in such a way that does not materially damage the general common elements or the units, void any warranties of the Association or other owners, or impair the watertight integrity of the building.

(h) The residents who own or use a Reception Antenna are responsible for all costs associated with their Reception Antenna including, but not limited to, costs to: (a) repair, maintain, remove, and replace the Reception Antenna; (b) repair damages to the common elements, the unit, other units, and other property caused by the installation, existence, or use of the Reception Antenna; (c) pay for medical expenses incurred by persons injured by installation, existence, or use of the Reception Antenna; and (d) reimburse residents or the Association for damages caused by the installation, existence, or use of the Reception Antenna. To the extent permitted by the FCC Regulations if a contractor is hired to install the antenna, the contractor must provide evidence of insurance of the installer in satisfactory kinds and amounts to the Board prior to the commencement of work, naming the Association and its managing agent as an additional named insured.

(i) Due to safety concerns relating to the falling of structures, all Reception Antennas shall be securely attached at their base and shall, if necessary, have guy wires securing the device. Guy wires, fasteners and the like may not be attached to common areas and facilities.

(j) Residents shall not permit their Reception Antenna to fall into disrepair or to become a safety hazard.

4. Process and Procedure.

In the event of a violation of these rules, the Board may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. The Association may be entitled to fines, reasonable attorneys' fees and costs and expenses if these rules are found to have been violated and if the unit owner or resident does not correct the violation within twenty-one (21) days of the finding of a violation. In addition, the Board may seek injunctive relief.

5. Transmission Antennas are prohibited except for those defined in Section 1(a).

**NOTIFICATION AND APPROVAL FORM
FOR THE INSTALLATION OF DBS SATELLITE DISH,
MMDS ANTENNA OR TV ANTENNA**

NOTE: This form is required to be completed and returned five (5) days prior to the installation of an antenna in order for the Trustees to review the proposed installation method to attempt to ensure the safety of all residents and unit owners.

TO: Hickory Hill Estates Condominium
31 Blithewood Avenue
Worcester, MA 01604

FROM: Owner's Name: _____
Mailing Address: _____
Phone (home): _____
Phone (work): _____
Unit Address: _____

Type of proposed satellite dish or antenna (check any that apply.)

- DBS satellite dish 1 meter or smaller (e.g., Primestar, Dish network, Direct TV)
 MMDS antenna (wireless cable) 1 meter or smaller (e.g. WANTV)
 Television antenna

Installation will include a mast No Yes

If yes, insert total length or height of mast: _____ feet. (Note: mast may not exceed 12 feet.)

Installation will be done by _____ resident _____ licensed contractor

If by a licensed contractor, please fill in the information below:

Name: _____

Address: _____

Tel. No.: _____

Insurance Agent: _____

A copy of the contractor's license and certificate of insurance naming the Hickory Hill Estates Condominium Trust and its managing agent as an additional named insured is attached hereto and made a part hereof.

Describe on a separate/attached sheet of paper the location of the dish or antenna and attach a diagram or drawing of the location of the antenna.

Will the installation and the location of the dish or antenna comply with the Association's regulations?

Yes No

If no, state in detail the reason for noncompliance on a separate sheet of paper.

I acknowledge that I have read, understand and have complied and will comply at all times with the Association's Resolution with respect to the installation, operation and maintenance of dishes and antennas.

Signature _____ Date: _____

ATTEST: WORC. Anthony J. Vigliotti, Register



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**BOARD OF TRUSTEES
OF
HICKORY HILL ESTATES CONDOMINIUM TRUST**

We, the undersigned, being a majority of the Trustees of the Hickory Hill Estates Condominium Trust, under Declaration of Trust recorded with the Worcester County Registry of Deeds in Book 8065, Page 50, have adopted the following resolution has been adopted by the Association pursuant to Commonwealth of Massachusetts Law, at a regular meeting of the Board of Trustees.

[Handwritten initials]

RECITALS

- (a) The Association is charged with certain responsibilities regarding the care, maintenance, and service of certain portions of the HICKORY HILL ESTATES CONDOMINIUM TRUST, Worcester, Massachusetts.
- (b) The Association must have the financial ability to discharge its responsibilities.
- (c) The Board of Trustees is required to pursue collection of assessments and other charges from delinquent owners.
- (d) The Board of Trustees of the Association desires to adopt a uniform and systematic procedure to collect assessments and other charges of the Association.

NOW, THEREFORE, BE IT RESOLVED that the ASSOCIATION does hereby adopt the following procedures and policies for the **collection of assessments and other charges of the Association:**

- 1. **Due Dates.** The annual assessment as determined by the Association and as allowed for in the Declaration, and Bylaws shall be due and payable in 12 installments due on the 1st day of each month. Assessments or other charges not paid to the Association on or before the 15th day of the month in which they are due shall be considered past due and delinquent.
- 2. **Invoice.** The Association may, but shall not be required, to invoice an owner as a condition to an owner's obligation to pay assessments or other charges of the Association.
- 3. **Late Charges Imposed on Delinquent Installments.** A monthly assessment (special assessment, fine etc.) shall be past due and delinquent if not paid by the 30th day of the month in which it is due. In addition to interest for late payment, as provided in the Declaration, the Association shall impose a fifteen dollar (\$15.00) late charge on the outstanding or past due balance then due the Association. The late charge shall be a "common expense" for each owner who fails to timely pay their monthly installment of the annual assessment on or before the 15th day of the month. The late charge and any interest shall be the personal obligation of the owner(s) of the unit for which such assessment or installment is unpaid. All late charges shall be due and payable immediately, without notice, in the manner provided by the Declaration (and as set forth above) for payment of assessments.

*Return to: sk
Phoenix Mgmt
705 Plantation
Worc, MA 01605*

4. **Return Check Charges.** In addition to any and all charges imposed under the Master Deed, Trust and/or Bylaws, the Rules and Regulations of the Association, or this Resolution, a twenty-five dollar (\$25.00) fee or other amount deemed appropriate by the Board of Trustees shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient or uncollected funds. This return check charge shall be a "common expense" for each owner who tenders payment by check or other instrument that is not honored by the bank upon which it is drawn. Such return check charge shall be due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be the obligation of the owner(s) of the unit for which payment was tendered to the Association. Returned check charges shall become effective on any instrument tendered to the Association for payment of sums due under the Master Deed, Trust and/or Bylaws, Rules and Regulations, or this Resolution after December 1, 2006. If, during a twelve (12) month period, two or more of a unit owner's payments are returned by the bank, the unit owner will be required to make future payments by Certified Check or Bank Check for the next twelve (12) month period.
5. **Attorney's Fees on Delinquent Accounts.** As an additional expense permitted under M.G.L. c 183A, the Master Deed, Trust and/or Bylaws, the Association shall be entitled to recover its reasonable attorney's fees and all collection costs incurred in the collection of assessments or other charges due the Association from a delinquent owner. The reasonable attorney's fees and all costs of collection incurred by the Association shall be due and payable immediately when incurred, upon demand.
6. **Application for payments made to the Association.** Payments received from an owner will be credited in the following order of priority:
 1. All late charges or interest accrued, as applicable.
 2. All other charges incurred by the Association, including but not limited to maintenance charges or fines and/or fees levied by the Association as a result of any violation by an owner, his/her family, employees, agents, tenants or licensees, of *M.G.L. c. 183A the Master Deed, Trust*, Bylaws, Rules and Regulations, or Resolutions, including but not limited to any maintenance work that is done by the Association.
 3. Special assessments for the unit: payments shall be applied toward the oldest month(s) when owed.
 4. Charges for legal fees, court costs and other costs of collection.
 5. The monthly assessment for a unit: payments shall be applied toward the oldest month(s) when owed.

7. Collection Letters

(a) After a monthly assessment and/or special assessment or other charge due the Association becomes 30 days past due, the Association may cause, but shall not be required to send, a "late notice" to be sent to the unit owner who is delinquent in payment.

(b) If payment in full is not received within 45 days, the Association may, but shall not be required to send a "Notice of Intention to Refer Account to the attorney" to the unit owner. The Association may simultaneously send a copy of the notice to the mortgagee of the unit.

8. **Use of Certified Mail / Regular Mail.** In the event the Association shall cause a collection or demand letter or notices to be sent to a delinquent owner by regular mail, the Association may also cause, but shall not be required to send an additional copy of that letter or notice by certified mail.
9. **Referral of Delinquent Accounts to Attorneys.** The Association may, but shall not be required to refer delinquent accounts to its attorneys for collection. Upon referral to the attorneys, the attorneys shall take all appropriate action to collect the accounts referred.
10. **Referral of Delinquent Accounts to Collection Agencies.** The Association may, but shall not be required to refer delinquent accounts to one or more collection agencies for collection. Upon referral to a collection agency, the agency shall take all appropriate action to collect the accounts referred.
11. **Collection Procedures and Time Frame.** The following time frame shall be used in the collection of monthly installments of the annual assessment and other charges due Association.

Due date (date payment is due)	1st day of each month
Past due date (date payment is late)	16 th day of the month
Late charge imposed	16 th day of the month
"Late Notice" mailed imposing late fees, interest, etc.	17 days after the due date
"Notice of Intention to Refer Account to Attorney" mailed	45 days after the due date

Account referred to attorney
for legal action

45 days after the due date

Attorney sends demand letter
for payment including intent
to file a lawsuit, with notice
to mortgagee

60 to 65 days after the due date

Owner fails to respond to the
attorney, a lawsuit is considered
and if appropriate, is commenced,
with 30 day notice to mortgagee
of intent to file suit

75 days after the due date

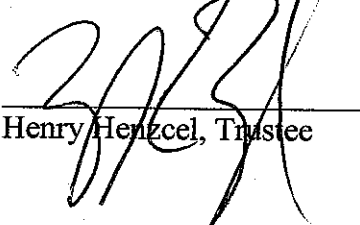
12. **Notification to Owners.** The Association shall cause all owners to be notified of this Resolution and the late charges, returned check charge, and attorney's fees to be imposed after the effective date of those provisions of this Resolution. All other policies and procedures set forth in this Resolution shall be effective **November 1, 2006**. Notwithstanding this provision, the Board of Trustees shall have the right to utilize the provisions of M.G.L.c.183A and those set forth in the condominium documents, prior to this date.
13. **Ongoing Evaluation.** Nothing in this Resolution shall require the Association to take specific actions other than to notify homeowners of the adoption of these policies and procedures. The Association has the option and right to continue to evaluate each delinquency on a case-by-case basis.
14. **Delivery.** Delivery of such policy shall be affected by U.S. Mail, 1st class, to all Unit Owners.

IN WITNESS WHEREOF, the undersigned have executed this

Resolution the 14 day of November, 2006.


Ann Daigle, Trustee


Corey Grimshaw, Trustee


Henry Herzcel, Trustee

COMMONWEALTH OF MASSACHUSETTS

Worcester County

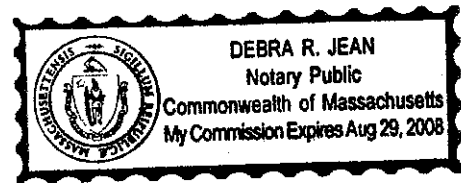
On this 14 day of November, 2006 before me, the undersigned notary public, personally appeared the above trustees, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or X 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 Trustee of said Hickory Hill Estates Condominium Association.



Notary Public Debra R. Jean

My Commission Expires: August 29, 2008

Qualified in the Commonwealth of Massachusetts



ATTEST: WORC. Anthony J. Vigliotti, Register