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SUTTON POND CONDOMINIUM TRUST

This DECLARATION OF TRUST made the 16th day of September, 1993, at North Andover, Essex County, Massachusetts by Sutton Pond Corporation, a Massachusetts Corporation with an address of 200 North Main Street, East Longmeadow, MA 01028, (hereinafter "Trustee" or "Trustees" which term shall be deemed to include their successors in trust hereunder).

WITNESSETH:NAME OF TRUST

The Trust created by this Declaration of Trust shall be known as Sutton Pond Condominium Trust (hereinafter the "Trust").

ARTICLE ITHE TRUST AND ITS PURPOSES

SECTION 1. General Purposes: This Trust is created as the "Organization of Unit Owners" as required by the provisions of Chapter 183A of the Massachusetts General Laws for the purpose of managing and regulating the Sutton Pond Condominium (hereinafter the "Condominium"), including any and all of its subsequent phases, the first phase of which is established and created by a Master Deed executed by the Elm Mill Realty Trust (hereinafter the "Declarant"), the owner of the land described

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therein, dated the same date as the date of this Trust and recorded herewith.

SECTION 2. Trust and Not Partnership: It is hereby expressly declared that a trust and not a partnership or corporation is hereby created and that the Unit Owners are beneficiaries and not partners or associates between or among themselves with respect to the trust property, and hold no relation to the Trustees other than as beneficiaries, with only such rights as are conferred upon them as beneficiaries hereunder and under the laws of Massachusetts.

SECTION 3. Property Held in Trust: All property, real and personal, tangible and intangible, conveyed to or held hereunder by the Trustees shall vest in the Trustees, in trust, to manage, administer and dispose of the same and to receive and/or distribute the income and/or principal thereof for the benefit of the Unit Owners who are owners from time to time of the Units of the Condominium. The beneficial interest of each Unit Owner is equal to the percentage interest of each Owner in the common areas and facilities set forth and contained in Schedule D of the Master Deed recorded herewith and as amended from time to time.

SECTION 4. By-Laws: This Declaration of Trust, as amended from time to time, shall be and comprise the By-Laws of the Condominium. The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy

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thereof. The term "Property" as used herein shall include the land, the buildings and all other improvements thereon including the Units and common areas and facilities (hereinafter the "Common Elements") and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Chapter 183A of the Massachusetts General Laws; subject, however, to any and all rights and easements reserved by the Declarant in the Master Deed. The provisions of these By-laws shall become applicable automatically to property which may be added to the Condominium as units and Common Elements upon the recording of an amendment to the Master Deed pursuant to the terms thereof submitting such additional property to the provisions of Chapter 183A of the Massachusetts General Laws.

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

amended from time to time, and the title conditions are accepted, ratified, and will be complied with.

ARTICLE II

BOARD OF TRUSTEES

SECTION 1. Number and Term: The Trust shall be governed by a Board of Trustees the size of which shall be not more than seven, nor less than one, as shall be determined and elected from time to time by the Unit Owners at their annual meeting or any special meeting in lieu of the annual meeting; subject; however, to the Declarant's rights to appoint Trustees as set forth in this Article II. Until the "Transfer Date" described below, Trustees need not be Unit Owners. The original Board of Trustees is one in number and has been appointed by the Declarant. Declarant shall have the right to expand such Board and/or to reappoint the original member(s) upon the expiration of its/their term or appoint new members to any vacancy, until and to the extent that trustees are elected by the Unit Owners on the "Transfer Date", pursuant to Article II, Section 4 of this Trust. The term "Board of Trustees" as it is used herein shall mean the Board as it is constituted from time to time. The name of the original Trustee appointed by the Declarant is Sutton Pond Corporation, 200 North Main Street, East Longmeadow, Massachusetts.

SECTION 2. Powers and Duties: The Board of Trustees shall have the power and duties necessary for the administration

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

- (a) Administration of the operation, care, upkeep and maintenance of the Common Elements.
- (b) Determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property.
- (c) Collection of the common charges from the Unit Owners.
- (d) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.
- (e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Common Areas of the Property (see Article VII, Section 17).
- (f) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.
- (g) Leasing, managing and otherwise dealing with such community facilities as may be provided for in the Master Deed as being Common Elements.

- (h) Owning, conveying, encumbering, leasing, and otherwise dealing with Units conveyed to it or purchased by it as the result of enforcement of the lien for common expenses, or otherwise.
- (i) Obtaining insurance for the Property, including the Units, but not the Unit Owner's personal property contained therein) pursuant to the provisions hereof, and notifying the insurance companies as to the identity of all mortgagees of the individual condominium units.
- (j) Making repairs, additions and improvements to, or alterations of, the Property and repairs to and restoration of the Property in accordance with the other provisions of these By-Laws; provided, however, that the Board of Trustees shall not undertake any repair covered by warranty without the consent of a majority in number and interest of the Unit Owners.
- (k) Enforcing obligations of the Unit Owners, allocating income and expenses and taking any actions necessary or proper for the sound management of the Condominium. The Board shall have the power to levy fines against the Unit Owners for violations of the Master Deed, this Trust and By-laws and the rules and regulations established by it to govern the conduct of the Unit Owners. Such fines shall be reasonably calculated to

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deter the forbidden conduct, bring about compliance, and/or deter future violations, and, in any event, no fine may be levied for more than \$15 for each of the first 30 days of any one violation, \$25 for each of the second 30 days of any one violation, and \$50 for each day that said violation continues thereafter. Such fine, in the Board's reasonable discretion, may accumulate daily from the first date of notice until the violation ceases. Collection of fines shall 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. Notice for this paragraph (k) shall be deemed given when the Board of Trustees mails or causes to be mailed (certified mail return receipt requested) written notice to the unit owner at the address of said unit owner in the then current records of the condominium.

- (l) Purchasing or leasing a Unit for use by a resident manager.
- (m) Granting easements, permits and licenses over the common areas for utilities, roads and other purposes reasonably necessary or useful for the operation of the Condominium, subject, however, to any rights of Declarant to grant same.
- (n) Waiving, by majority vote, any of the Rules and Regulations of the Condominium.

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- (o) Any other powers and duties necessary to carry out the foregoing.

SECTION 3. Managing Agent and Manager: The Board of Trustees may employ for the Condominium a managing agent and/or a manager at a compensation established by the Board of Trustees, to perform such duties and services as the Board of Trustees shall authorize, including, but not limited to the duties listed in subdivisions (a), (c), (d), (f), (i), (j) and (k) of Section 2 of Article II. The Board of Trustees may delegate to the manager or managing agent, all of the powers granted to the Board of Trustees by these By-Laws other than the powers set forth in subdivisions (b), (e), (g), (h), (l), (m), (n), (o) and (p) of Section 2 of this Article II.

SECTION 4. First Board of Trustees; Transfer Date: The first Board of Trustees has been designated by the Declarant and shall consist of one Trustee. Such initial Board may be expanded in number at the Declarant's election until the "Transfer Date" described below. Such expanded Board may, at Declarant's option, include one or more members elected by the Unit Owners (including the Declarant, as owner of unsold Units). Any and all of said Trustees shall be subject to replacement, in the event of resignation or death, in the manner set forth in Section 5 of this Article. Notwithstanding anything to the contrary herein, within 4 months after the time that 139 of the Units are conveyed to Unit purchasers or 5 years after the first unit is conveyed,

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whichever is earlier (the "Transfer Date"), the Trustee(s) appointed by the Declarant shall resign, and the Unit Owners (including the Declarant, as owner of unsold Units) shall elect a new three-member Board of Trustees. The candidate garnering the highest vote total at such election shall serve a three-year term, with the second highest serving a two-year term, and the third highest serving a one-year term. As each successor to the foregoing is elected, such successor shall serve a two-year term.

SECTION 5. Removal: Trustees may be removed for cause by an affirmative vote of a majority of the Unit Owners; provided, however, that only the Declarant may remove a Declarant appointed Trustee. No Trustee other than a Declarant appointed Trustee shall continue to serve on the Board if, during the term of office, the Trustee shall cease to be a Unit Owner.

SECTION 6. Vacancies: Vacancies in the Board of Trustees shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Trustees held for that purpose promptly after occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Trustees for the remainder of the term of the member being replaced. Notwithstanding the foregoing, only the Declarant may fill vacancies relating to Declarant-appointed Trustees.

SECTION 7. Organization Meeting: The first meeting of the members of the Board of Trustees following the annual meeting

of the Unit Owners on the Transfer Date shall be held within thirty (30) days thereafter, at such time and place as shall be fixed by the Trustees at the meeting at which such Board of Trustees shall have been elected and appointed, and no notice shall be necessary to the newly elected and appointed members of the Board of Trustees in order to legally constitute such meeting, providing a majority of the whole Board of Trustees shall be present thereat.

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

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

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

SECTION 11. Quorum of Board of Trustees: At all meetings of the Board of Trustees, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Trustees present at a meeting at which a quorum is present shall constitute the decision of the Board of Trustees. If at any meeting of the Board of Trustees there shall be less than a quorum present, a majority of those present may adjourn the meeting. At the next meeting at which a quorum is present, any business which might have been transacted at the meeting called originally, may be transacted without further notice.

SECTION 12. Fidelity Bonds: The Board of Trustees shall obtain adequate fidelity bonds for all officers, employees or agents of the Condominium who handle or are responsible for Condominium funds. The fidelity bond shall cover the maximum amount of funds that will be in the custody of the Trust or its

management agent at any time while the bond is in force. Additionally, the coverage must at least equal the sum of 3 months' assessments on all units in the condominium, plus the association's reserve funds. The bonds shall contain waivers by the issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", provide for at least 10 days notice to the Trust in the event of modification or cancellation, and constitute a common expense to the Trust.

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

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

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

SECTION 15. Office. The initial office of the Condominium and the Board of Trustees is located at 200 North Main Street, East Longmeadow, Massachusetts.

ARTICLE III

UNIT OWNERS

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

SECTION 2. Annual Meetings: Within one (1) year following the date of conveyance of the first Unit, the Board of Trustees shall call the first annual meeting of the Unit Owners. Thereafter, annual meetings shall be held within two weeks of the anniversary of such date each succeeding year unless another annual meeting date is established by the Board of Trustees. At such meetings held after the Transfer Date, there shall be elected by ballot of the Unit Owners members to the Board of Trustees in accordance with the requirements of these By-laws. The Unit Owners may also transact such other business of the Condominium as may properly come before them.

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

SECTION 4. Special Meetings: It shall be the duty of the President to call a special meeting of the Unit Owners as

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directed by the Board of Trustees or upon a petition presented to the Clerk signed by at least one-third in number of the Unit Owners.

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

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

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

- (a) Roll call
- (b) Proof of notice of meeting
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers
- (e) Report of Board of Trustees
- (f) Reports of committees
- (g) Election of inspectors of election (when so required)

(h) Election of members of the Board of Trustees (when so required)

(i) Unfinished business

(j) New business

SECTION 8. Title to Units: Title to Units may be taken in the name of an individual or in the names of two (2) or more persons, as tenants in common or as joint tenants or as tenants by the entirety, or, in the name of a corporation or a partnership, or in the name of a fiduciary. Title to units taken are taken subject to the requirements to Article VII Section 11.

SECTION 9. Voting: The Owner or Owners of each Unit, or any person designated by such Owner or Owners to act as a proxy shall be entitled to cast the votes appurtenant to such Unit at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Clerk, and shall be revocable at any time by written notice to the Clerk by the Owner or Owners so designating. Unit Owners (including the Declarant, if the Declarant shall then own one or more Units) shall be entitled to vote according to their respective percentage of the undivided interest of the common areas and facilities. Such percentage interest shall be rounded off to the nearest .001. A fiduciary shall be the voting member with respect to any Unit Owned in a fiduciary capacity. Any Unit or Units owned by the Board of Trustees or its designee shall not be entitled to vote and shall be excluded from the total common interests when computing the

interest of all other Unit Owners for voting purposes. In the event the Declarant duly amends the Master Deed so as to cause the Condominium to be enlarged by the additional Phases, Units in such additional Phases shall be entitled to vote and shall be chargeable with their share of common charges from and after the date of conveyance of the first Unit in such Phase.

SECTION 10. Majority of Unit Owners: As used in these By-Laws, the term "majority of Unit Owners" shall mean those Unit Owners having more than 50% of the total percentage interest of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, provided a quorum is present, determined in accordance with the provisions of the preceding Section 7 of this Article.

SECTION 11. Quorum: Except as otherwise provided in this By-Laws, the presence of at least 50% of the beneficial interests in the Condominium in person or by proxy shall constitute a quorum at all meetings of the Unit Owners.

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

ARTICLE IV

OFFICERS

SECTION 1. Designation: For so long as the Declarant controls the appointment of Trustee(s) hereunder, there need be

no officers of the condominium. After the Transfer Date, the principal officers of the Condominium shall be the President, the Vice-President, the Clerk and the Treasurer, all of whom shall be elected by the Board of Trustees. The Board of Trustees may appoint an Assistant Treasurer, an Assistant Clerk, and such other officers as in its judgment may be necessary. The President and Vice-President, but no other officers, need be members of the Board of Trustees.

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

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

SECTION 4. President: The President shall be the chief executive officer, presiding at all meetings of the Unit Owners and of the Board of Trustees and having all of the general powers and duties incident to the office of the President of a stock corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts, including, but not limited to the power to appoint committees from among the Unit Owners from time

to time as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the Condominium.

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

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

SECTION 7. Treasurer: The Treasurer shall have the responsibility for funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all money and other valuable effects in the name of the Board of Trustees, or the managing

agent, in such depositories as may be designated from time to time by the Board of Trustees, and shall, in general, perform the duties incident to the office of Treasurer of a stock corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts.

SECTION 8. Agreements, Contracts, Deeds, Checks, Etc.

All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any one (1) or more Trustee(s), as may be designated by the Board of Trustees.

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

ARTICLE V

NOTICE

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

SECTION 2. Service of Notice--Waiver: Whenever any notice is required to be given by law or by the provisions of the Master Deed or these By-Laws, a waiver thereof, in writing,

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signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VI

OPERATION OF THE PROPERTY

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

In order to provide initial working capital for the Condominium, the Board of Trustees shall collect from each Unit purchaser from the Declarant, and each such Unit purchaser shall pay to the Board of Trustees upon the closing of his or her

purchase from the Declarant, an amount equal to one-sixth of the estimated annual common charges attributable to the Unit, such sums to be maintained in a separate account for the use and benefit of the Trust, to be used by it for unforeseen expenditures or to purchase additional equipment or services. Such amounts shall not be considered advance payments of regular monthly assessments.

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

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

SECTION 2. Payment of Common Charges: All Unit Owners shall be obligated personally to pay the common charges assessed by the Board of Trustees. Under no circumstances may Unit Owners withhold common charges assessed against their unit during their ownership thereof. Common charges are payable in full for the entire fiscal year, on the first day of said fiscal year. The Trustees, may, however, permit payments to be made, in advance,

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in equal monthly installments, or at such other time or times as they shall determine, unless any common charge remains unpaid for more than 30 days from the due date for payment thereof, in which case, at the Trustees' election, all common charges remaining to be paid during the fiscal year then in effect shall become immediately due and payable. No former Unit Owner shall be liable for the payment of any part of the common charges assessed against the Unit subsequent to a sale, transfer or other conveyance (made in accordance with the provisions of Section 1 of Article IX of this Declaration of Trust) of such Unit, together with the Appurtenant Interests, as defined in Section 2 of Article IX hereof. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his or her Unit unless and until he or she shall have paid in full to the Board of Trustees all unpaid common charges theretofore assessed by the Board of Trustees against his or her Unit and until he or she shall have satisfied all unpaid liens of the Condominium Trust against such Unit.

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

than ten days overdue. In addition to such interest, a late charge of \$10.00 shall be assessed for each monthly payment which is more than ten days overdue.

SECTION 4. Default in Payment of Common Charges: In the event of default by any Unit Owner paying to the Board of Trustees the common charges as determined by the Board of Trustees, such Unit Owner shall be obligated to pay late charges and interest in the manner described in Section 3 herein, together with all expenses, including without limitation, attorneys' fees, incurred by the Board of Trustees in proceedings brought to collect such unpaid common charges. The Board of Trustees shall have the right and duty to attempt to recover such common charges, together with late charges and interest thereon, and the expenses of the proceeding, including without limitation, attorneys' fees, in an action to recover the same brought against such Unit Owner, or enforce a lien on such Unit as provided in Chapter 183A of Massachusetts General Laws. Such common charges, late charges, interest, expenses and attorneys' fees shall, to the extent allowed by law, constitute a lien upon the Unit.

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

SECTION 6. Statement of Common Charges: The Board of Trustees shall provide any Unit Owner so requesting the same in

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writing, a written statement for all unpaid common charges and other sums and expenses due from such Unit Owner. Further, a certificate pursuant to M.G.L. Chapter 183A Section 6(d) shall be issued upon the sale of any unit stating the amount of unpaid common charges and other sums and expenses (if any). Said Certificates shall be signed either by one of the members of the Board of Trustees or by the duly appointed managing agent of the Condominium who has the personal knowledge of the same.

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

- (a) All risk coverage insuring 100 percent of the current replacement cost of all the Common Elements, including fixtures and building service equipment to the extent that they are Common Elements, as well as common personal property and supplied belonging to the Sutton Pond Condominium Trust, and also including walls, ceilings and floors, and fixtures, installations or additions comprising a part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of individual condominium units initially installed or replacements thereof in accordance with the original condominium plans and specifications, but not including other fixtures, drapes, wallcoverings, furniture or other personal property installed within a Unit. Such

insurance policy shall name as the insured the Sutton Pond Condominium trust to which there shall be remitted any loss payable, as trustee for each Unit Owner and for each Unit Owner's mortgagee. The insurance policy shall also contain the standard mortgagee clause in favor of each mortgagee of a Unit and shall provide that any loss thereunder shall be payable to such mortgagee as its interest may appear, subject however, to the aforementioned loss payment provisions in favor of the Board of Trustees of the Trust.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or of invalidity arising from any act of the insured or any Unit Owners, and shall provide that such policies may not be cancelled or modified substantially without prior notice to all of the insureds, including all mortgagees of Units.

Unit Owners should carry insurance for their own benefit insuring their wallcoverings, fixtures, (to the extent not covered by the Master Insurance policy), furniture, furnishings and other personal property provided that all such policies shall contain

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waivers of subrogation against the Trustees, their agents and/or employees and further provided that the liability of the carriers issuing insurance obtained by the Board of Trustees shall not be affected or diminished by reason or any such additional insurance carried by any Unit Owner.

- (b) General liability insurance covering all of the common areas and public ways of the Condominium, each member of the Board of Trustees, the managing agent, the manager and each Unit Owner. Such policy shall also cover liabilities of the Unit Owners as a group to a Unit Owner individually. Coverage shall be in an amount equal to at least \$1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence, and for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation and maintenance of the common areas, and for legal liability for all employment contracts entered into by the Trust. Such policy may not be cancelled or modified substantially without at least 10 days' prior written notice to the Trust and to all eligible first mortgagees.
- (c) Fidelity insurance for anyone who handles or is responsible for funds held or administered by the owners association.

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- (d) Such other insurance coverage(s) as the Board of Trustees may deem prudent or necessary, or as may be required by law.

SECTION 8. Repair or Reconstruction After Fire or Other Casualty: In the event of damage to or destruction of the Common Elements or to the Units as a result of fire or other casualty, the Board of Trustees shall arrange for the prompt repair and restoration of the Common Elements and the Units to extent of the coverage of the Master Insurance Policy, and Board of Trustees shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Trustees may assess all the Unit Owners for such deficit and for a completion bond for such deficit as part of the common charges.

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

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

- (a) If seventy-five percent (75%) of the Unit Owners and holders of first mortgages on Units representing 51% of the beneficial interests in the Condominium do not agree within 120 days after the date of the casualty to proceed with repair or restoration, the Condominium including all Units, shall be subject to partition upon suit of a Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement is filed. To the extent any partition sale includes improvements and areas of the Common Elements controlled by the Declarant or its successors or assigns, including without limitation parking areas or spaces not theretofore assigned by the Declarant to Unit purchasers and areas and improvements not yet made the subject of a Phasing Amendment as described in the Condominium Master Deed (hereinafter collectively referred to as the "Declarant's Reserved Property"), the Declarant or its successors and assigns shall first receive from the net proceeds of such partition sale the fair market value of the Declarant's Reserved Property. Thereafter, the net proceeds of the

partition sale together with any common funds shall be divided in proportion to the Unit Owner's respective undivided ownership in the common areas and facilities of the Condominium. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A of the Massachusetts General Laws; or

- (b) If seventy-five percent (75%) of the Unit Owners of the Condominium and fifty-one percent (51%) of the holders of first mortgages on the Units agree to proceed with necessary repair or restoration, the cost of the rebuilding, in excess of any available common funds including the proceeds of any insurance, shall be a common expense, provided, however, that if such excess cost exceeds ten percent (10%) of the value of the Condominium prior to the casualty, any Unit Owner who did not so agree may apply to the Superior Court Department of The Trial Court of Essex County, after giving notice to the Board of Trustees as the Court shall direct, for an order directing the purchase of his Unit by the Board of Trustees at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense of the Condominium.

SECTION 9. Maintenance and Repair:

- (a) All maintenance and repairs to any Unit other than to the Common Elements contained therein, shall be done

by the Unit Owner at the Unit Owner's expense, excepting as otherwise provided specifically herein.

- (b) All maintenance, repairs and replacements to the Common Elements of the Condominium as defined in the Master Deed shall be made by the Board of Trustees and shall be charged to all the Unit Owners as a common expense, excepting: (i) maintenance, repair and replacement of any condenser located upon the roof of any Building and exclusively serving just one Unit, and (ii) to the extent that any Common Area maintenance, repair or replacement is necessitated by the negligence, misuse or neglect of any Unit Owner(s), or any occupants of the Unit(s), their guests, agents and employees, in which case (i.e., either (i) or (ii) above) such expense(s) shall be charged to such Unit Owner(s).

SECTION 10. Patios, Decks and Balconies: A patio, deck, or balcony to which there is direct access from the interior of a Unit, shall be for the exclusive use of the owners and occupants of such Unit. Any such patio, deck and/or balcony shall be kept free and clear of snow, ice and any other accumulation by the owner of such Unit. The owner of such unit shall also make all repairs to such patio, deck, or balcony for damages thereto caused or permitted by his negligence, misuse or neglect or the negligence, misuse or neglect of any occupants of the Unit, their

guests, agents or employees. All other repairs in, to or with respect to such patio, deck or balcony shall be made by the Board of Trustees, and cost thereof shall be a common expense of the Condominium.

SECTION 11. Restrictions on Use of Units: In order to provide for congenial occupancy of the Property and for the protection of the Unit values, the use of the Property shall be restricted to housing governed by the restrictions set forth in the Master Deed, the Rules and Regulations, and the following restrictions, and those set forth in the Master Deed except that the Board of Trustees may designate a unit for a property management office.

Such restrictions are as follows:

- (a) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to either the Declarant's development and marketing efforts or the use and occupancy of Units as single family housing.
- (b) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or property use of the Property by its residents.
- (c) No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all

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valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements or any governmental agency having jurisdiction thereof, relating to any portion of the Property shall be eliminated, by and at the expense of the Unit Owners or the Board of Trustees, whichever shall have the obligation to maintain or repair such portion of the Property.

- (d) All leases of Units shall be in writing and for an initial term of at least six (6) months and subject specifically to the provisions of the Master Deed, Trust and constituent documents as they are amended from time to time, and a copy of said lease shall be supplied to the Board of Trustees.
- (e) No Unit Owner shall rent or lease a Unit other than pursuant to a written form of lease providing that failure of the Lessee to comply with the Master Deed, the By-Laws and the Rules and Regulations shall constitute a default under the lease. In the event of such a default, the Board of Trustees or any Officer designated by the Board shall have the power as attorney-in-fact for the Unit Owner to terminate the lease and bring summary eviction proceedings against the tenant if such default is not cured within seven (7) days after the sending of written notice, which

shall be sent by the Board of Trustees simultaneously to the Unit Owner and tenant. The Board of Trustees may provide a suggested standard form of lease for use by Unit Owners. Each Unit Owner shall, promptly following the execution of any lease of a Unit, forward a conformed copy thereof to the Trustees. The provisions of this Section shall not apply to Declarant.

SECTION 12. Improvements: Any improvements to the Condominium common areas and facilities shall be governed by Massachusetts General Laws Chapter 183A, Section 18.

SECTION 13. Additions, Alterations or Improvements by Unit Owners: No Unit Owner shall make any structural addition, alteration, or improvement in or to the Unit, without the prior written consent thereto of the Board of Trustees, which may be withheld in the Board of Trustees's sole discretion. The Board of Trustees shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit, within thirty (30) days after such request; however, failure to do so within the stipulated time shall not constitute a consent by the Board of Trustees to the proposed addition, alteration or improvement. The Board shall not be liable to any contractor, subcontractor, materialman or other person for personal injury or property damage arising from such addition, alteration or

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improvement. The provisions of this Section 14 shall not apply to Units owned by the Declarant until such Units shall have been sold by the Declarant and for which payment has been received.

SECTION 14. Use of Common Elements: A Unit Owner shall not place or cause to be placed in or on Common Elements any furniture, packages or objects of any kind; provided, however, that (i) patio furniture may be placed up a patio, deck or balcony to which a Unit has direct access, subject to Rules and Regulations adopted by the Board of Trustees; and (ii) other items of personal property may be stored in designated storage areas, subject to such Rules and Regulations.

SECTION 15. Right of Access: A Unit shall grant a right of access to the Unit to the manager and/or the managing agent and/or any other person authorized by the Board of Trustees, for the purpose of making inspection or for the purpose of correcting any conditions originating in his Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in the Unit or elsewhere in the Building in which the Unit is located, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this

Section 15, any costs for repairs shall be borne in accordance with the provisions of Section 5 of this Article.

SECTION 16. Rules of Conduct: Rules and Regulations concerning the use of the Common Elements may be promulgated and amended by a majority vote of the Board of Trustees. Amendments to the rules and regulations shall be exempt from the requirements of Article XIII of this Trust and shall become effective upon the adoption of same by the Trustees and the furnishing of copies of same to each Unit Owner at such Unit Owner's last-known address. Initial Rules and Regulations, which shall be effective until amended by the Board of Trustees are annexed hereto and made a part hereof as Schedule A.

ARTICLE VII

SECTION 1. Notice to Board of Trustees: A Unit Owner who mortgages his Unit, shall notify the Board of Trustees of the name and address of his mortgagee.

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

SECTION 3. Notice of Default: The Board of Trustees, when giving notice to a Unit Owner of a default in paying common charges or other default, may send a copy of such notice to each

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holder of a mortgage covering such Unit whose name and address has been furnished theretofore to the Board of Trustees.

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

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

ARTICLE VIII

SALES AND MORTGAGES OF UNITS

SECTION 1. No Severance of Ownership: No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to a Unit without including therein the rights in the Common Elements ("Appurtenant Interests"), it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the matter shall not be mentioned expressly or described therein. No part of the Appurtenant Interests of any Unit may be sold,

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transferred or disposed of otherwise, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interest of all Units.

SECTION 2. Financing of Purchase of Units by Board of Trustees: Acquisition of Units by the Board of Trustees may be made from the working capital and common charges held by the Board of Trustees, or if such funds are insufficient, the Board of Trustees may levy an assessment against each Unit Owner in proportion to ownership in the Common Elements, as a common charge, which assessment shall be enforceable in the same manner as provided in Section 4 and 5 of Article VII, or the Board of Trustees, in its discretion, may borrow money to finance the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit together with the Appurtenant Interest, so to be acquired by the Board of Trustees.

SECTION 3. Waiver of Right of Partition with Respect to Such Units as Are Acquired by the Board of Trustees: In the event that a Unit shall be acquired by the Board of Trustees, all Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

ARTICLE IX

CONDEMNATION

If more than ten percent (10%) of the Condominium is taken under the power of eminent domain, the taking shall be treated as a "casualty loss", and the provisions of Section 17 of Chapter 183A of Massachusetts General Laws shall apply. Where one or more Units have been altered substantially or rendered uninhabitable as a result of a partial taking, and the Unit Owners vote to restore and continue the Condominium pursuant to the provisions of Section 17 of said Chapter 183A, the Board of Trustees shall have the authority to acquire the remaining portions of such Units, for such price as the Board of Trustees shall determine, provided that any Unit Owner of such remaining portion who does not agree with such determination may apply to the Superior Court of Essex County on such notice to the Trustees as the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court. Where as a result of a partial taking any Unit is decreased in size or where the number of Units is decreased by a partial taking then the Board of Trustees may make such provision for realignment of the percentage in the Common Elements as shall be just and equitable.

In the event of a total or partial taking under the powers of eminent domain, the Unit Owners shall be represented by the Condominium acting through the Board of Trustees. In the event

of a partial taking, the award shall be allocated to the respective Unit Owners according to their undivided interest in the Common Elements, and to the Declarant, its successors and assigns, as to the Declarant's Reserved Property (as defined above), except as to such portion or portions of the award which are attributable to direct or consequential damages suffered by the Declarant or by particular Unit Owners or their mortgagees as their interests may appear. In the case of a total taking of all Units and the Common Elements, the entire award shall be payable to the Board of Trustees (and to the Declarant and/or its mortgagee(s) as to the Declarant's Reserved Property), and said award net of that amount attributable to the Declarant's Reserved Property shall be distributed to the Unit Owners in accordance with their respective percentage interests in the Common Elements or to their mortgagees or other encumbrances of record as their interest may appear.

ARTICLE X

RECORDS

The Board of Trustees or its managing agent shall keep records of the actions of the Board of Trustees and the managing agent, minutes of the meetings of the Board of Trustees, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures as well as a separate account for each Unit, which, among other things, shall contain

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

ARTICLE XI

MISCELLANEOUS

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

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

SECTION 3. Gender: The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and

the use of the singular shall be deemed to include the plural, wherever the context so requires.

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

SECTION 5. Signs: No sign, plaque or communication of any description shall be placed on the exterior of any Unit or Common Element, by either a Unit Owner or the Board of Trustees, nor shall any "For Sale", "For Rent", or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the property or in any Unit therein, except as permitted by the Board of Trustees. No Unit shall be used or rented for transient, hotel or motel purposes. The provision of this Section 5 of Article XI shall not apply to the Declarant, and the Declarant shall, so long as it owns any Unit or has not exercised all of its phasing rights under the Master Deed, be entitled to place any signs, plaques, or communications upon the exterior of any Unit which it owns or upon the exterior of the Common Elements as it in its discretion deems appropriate.

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

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SECTION 7. Snow Removal: It shall be the responsibility of the Condominium to make reasonable arrangements for snow removal from roadways and parking areas, unless such responsibility is assumed or required to be assumed by the municipality.

SECTION 8. Roads; Driveways and Other Facilities: All roads and driveways shall be maintained in such a manner as to provide access by firefighting equipment to all buildings and structures at all times. All roads, driveways, parking areas, utilities and other condominium facilities shall be fully maintained and operated by the Condominium Trust, except to the extent such responsibilities are assumed or required to be assumed by the municipality.

ARTICLE XII

AMENDMENT AND TERMINATION

SECTION 1. The Trustees, with the consent in writing of Unit Owners entitled to more than fifty (50) percent of the beneficial interest hereunder, may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent. The Trustees must first, however, be duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change shall be valid or effective: (a) which is made without the consent of the Declarant prior to the Date when the Declarant

owns no more Units or the right to construct or add additional Units if such amendment would, in Declarant's sole opinion, adversely affect the Declarant's rights hereunder; (b) according to the purport of which the percentage of the beneficial interest hereunder of any Unit Owner would be altered, other than by consent of the Unit Owners affected, except in relation to Phasing Amendments to the Master Deed. Nothing herein shall affect the Declarant's right to add additional phases and thereby affect the percentage interest in the Common Elements to which any Unit is entitled, all as more specifically set forth in the Master Deed; or (c) which would render this Trust contrary or inconsistent with any requirement or provisions of said Chapter 183A. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this Section shall become effective upon the recording with the Essex County North District Registry of Deeds of an instrument of amendment, alteration, addition, or change, as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgement of deeds, by the Trustees, setting forth in full, the amendment, alteration, addition, or change, and reciting the consent of the Unit Owners herein required to consent thereto.

Such instrument, so executed and recorded, shall be in compliance with all prerequisites to the validity of such amendment, alteration, addition or change, whether stated in such

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instrument or not, upon all questions as to title or affecting the rights of third persons, and for all other purposes.

Notwithstanding anything to the contrary in this Trust, the consent of Eligible Mortgage Holders shall be required for certain amendments hereto, as more specifically described in Section 19(d) of the Sutton Pond Condominium Master Deed recorded herewith.

SECTION 2. 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 of said Chapter. In addition, neither the Trust nor the Condominium shall be terminated for reasons other than condemnation or substantial destruction, without the written consent of the Declarant and Eligible Mortgage Holders representing at least 67% of the mortgaged units.

SECTION 3. Upon the termination of this Trust, the Trustees may, subject to and in accordance with provisions of said Chapter 183A, sell and convert into money the whole of the Trust property, or any part or parts thereof, and, after paying or retiring all obligations to the Declarant with respect to the fair market value of the Declarant's Reserved Property and all known liabilities and obligations of the Trust, providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them which shall be

conclusive, all other property then held by them in trust hereunder to the Unit Owners, according to their respective percentage of beneficial interest, as shown in the Master Deed. In making any sale under the provisions of this Section 3, the Trustees shall have the power to sell or vary any contract of sale and to resell without being answerable for loss, and for said purposes, to do all things, including the execution and delivery of instruments, as may, by their performance thereof, be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of Trust property may have passed.

ARTICLE XIII

CONFLICTS

This Trust is set forth to comply with the requirements of Chapter 183A of Massachusetts General Laws. If any provisions herein conflict with the provisions of said statute, or the Master Deed, the provisions of said statute, or the Master Deed, as the case may be, shall control.

ARTICLE XIV

RULES AND REGULATIONS

The initial set of Rules and Regulations for the Sutton Pond Condominium, which are binding upon all present and future owners, mortgagees, lessees, and occupants of Units and their

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employees and any other persons who make use of the facilities of the property in any manner, are attached hereto as Schedule A and incorporated herein by reference.

IN WITNESS WHEREOF, the Trustee has hereunto set his hand and seal on the day and year first written.

Sutton Pond Corporation

By: *[Signature]*
Ernest A. Gralia, III,
President, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Hampden, ss.

September 16, 1993

Then personally appeared the above named Ernest A. Gralia, III, the duly authorized President of Sutton Pond Corporation, and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of said corporation, before me.

[Signature]
Notary Public
My commission expires: 5/94



SCHEDULE A

TO

SUTTON POND CONDOMINIUM TRUSTRULES AND REGULATIONS

1. No part of the property shall be used for any purpose except for which the property was designed.
2. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior written consent of the Board of Trustees except as provided expressly in the Trust or the provision herein. Each Unit Owner shall be obligated to maintain and keep in good order and repair the Unit in accordance with the provisions of the Trust.
3. Nothing shall be done or kept in the Common Elements which will increase the rate of insurance of any Buildings, or contents thereof, without the prior written consent of the Board of Trustees. No Unit Owner shall permit anything to be done or kept in the Common Elements which will result in the cancellation of insurance or any of the Common Elements or Units, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.
4. Unit Owners shall not cause or permit anything to be hung or displayed on the outside windows or placed on the outside walls or doors of a building and no sign, awning, canopy, shutter or radio, or television antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on any window, without prior consent of the Board of Trustees. Unit Owners shall also not cause or permit a window air conditioner to be installed, without prior written consent of the Board of Trustees.
5. (a) No animals or reptiles of any kind may traverse the Common Elements, except for dogs weighing not greater than 15 pounds, cats, and birds in cages (the "Allowed Pets"); provided, however, that any such Allowed Pet must nonetheless be in the possession of Unit Owner at the time of such Unit Owner's purchase of his or her Unit and must be registered with the Board of Trustees (accompanied by a photograph).
(b) The number of Allowed Pets shall be limited to two (2) per Unit.
(c) No Unit Owner shall replace any such Allowed Pet upon death or other removal of same, absent written approval from the Board of Trustees.

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(d) Other than Allowed Pets, no pets, animals or reptiles of any kind shall be allowed upon the Condominium Property.

(e) No animals, reptiles or pets may be kept, bred or maintained for any commercial purposes.

(f) Any Allowed Pet causing or creating a nuisance or unreasonable disturbance or noise shall be removed permanently from the Property upon three days' written notice from the Board of Trustees.

(g) In no event shall any dog be permitted in any portion of Common Elements, unless carried while in the interior Common Elements or leashed while in the exterior Common Elements.

(h) In all cases, Allowed Pets must be properly cleaned up after (including, without limitation, the removal and proper disposal of waste products).

(i) No dog shall be permitted in any exterior Common Element Area, except for those areas specifically designated by the Board of Trustees.

6. No noxious or offensive activity shall be carried on in any Unit, or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises or noxious or offensive odors in the Common Elements or Units by the Unit Owner or the family, servants, employees, agents, visitors and licensees or such owner, nor do or permit anything by such persons that will interfere with the rights, comfort or convenience of other such Unit Owners. No Unit Owner shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set or radio (or other sound transmitted equipment) in the premises between the hours of eleven o'clock P.M. and the following eight o'clock A.M. if the same shall disturb or annoy other occupants of the buildings.

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

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

9. Except in recreational or storage areas, if any, designated as such by the Board of Trustees, there shall be no playing, lounging, parking or storing of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, chairs and/or any other articles, on any part of the Common Elements including, without limitation, the patios, decks and balconies. Storage by owners in areas designated by the Board of Trustees shall be at the Owner's risk. Outdoor patio furniture (preferably white in color) may be placed on the patios and balconies provided that such furniture is in good condition.

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

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

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

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

14. The agents of the Board of Trustees, or the managing agent, and any contractor or workman authorized by the Board of Trustees or the managing agent, may enter any room or Unit in the buildings at any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such Unit for the presence of vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insect or other pests.

15. No garbage cans shall be placed in the common areas nor shall anything be hung from windows, porches, decks or balconies or placed upon the window sill, with the exception of potted plants. Nor shall any rugs or mats be shaken or hung from or on any of the windows, doors, porches, decks or balconies.

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16. Outdoor parking spaces shall be used only to park vehicles with currently valid registrations, and specifically may not be used to park motorcycles, trucks, vans weighing in excess of 3/4 ton, commercial vehicles, recreational vehicles, buses, trailers or boats, without the express permission of the Board of Trustees. Outdoor parking is strictly limited to parked spaces appurtenant to specific units and such other parking spaces as may from time to time be designated by the Trustees of The Sutton Pond Condominium Trust, and outdoor parking elsewhere is prohibited. All vehicles parked on the Common Elements shall be at the sole risk of the person so parking, and the Board of Trustees shall not be liable for loss, destruction, theft or damage to such vehicles.

17. No porch, deck or balcony shall be decorated, enclosed or covered by any awning or otherwise.

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

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

20. No window treatment, except for curtains, draperies and vertical and horizontal blinds, shall be placed in or at any interior window locations visible from the Common Elements. The color of the portion of draperies, blinds, or curtains visible from the Common Elements shall conform to standards specified by the Board of Trustees. The current standards are white and beige.

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

22. No work or repairs shall be made to any vehicle while such vehicle is located on the Property.

23. All construction work in a Unit shall be restricted to the hours of 8:30 a.m. to 4:30 p.m. on weekdays. Construction work in a Unit shall not be performed at any other times without the prior written consent of the Board of Trustees. The foregoing shall not apply to work by the Declarant.

24. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements including, without limitation, the patios and balconies, which would create a health or safety hazard or be in violation of any applicable law, ordinance, or other governmental regulation (including, without limitation, the storing of flammables, the storing and/or use of hazardous materials of any kind, and the storing and/or use of gas, charcoal, open flame or other barbecue-type grills and/or cooking apparatus.

25. The Unit Owner shall maintain the appliances and the heating, cooling and other equipment servicing the Unit in good working order and condition so as not to cause any damage or injury to other persons or property.

26. Trash Disposal: All garbage, trash, cans and bottles must be bagged or wrapped and thrown into the appropriate trash receptacles. It shall be the Unit Owner's or occupant's responsibility to dispose of any trash articles too large to be disposed of by normal residential trash pick-up.

The foregoing Rules and Regulations are subject to change from time to time by the Condominium Board of Trustees.