

MASTER DEED  
of  
COLD SPRING COMMON CONDOMINIUM

ARCLAIR BUILDERS, INC., a Massachusetts corporation with its principal place of business at 50 Elizabeth Street, Chicopee, Massachusetts (hereinafter the "Grantor", "Declarant", "Developer", and/or "Seller", which term shall be deemed to include its successors and assigns) being the sole owner of the premises in Belchertown, Hampshire County, Massachusetts hereinafter described by duly executing and recording this Master Deed, does hereby submit said premises together with all improvements and structures thereon and all easements, rights and appurtenances belonging thereto (hereinafter the "Premises") to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended (hereinafter "Chapter 183A") and proposes to create, and hereby does create with respect to said Premises, a Condominium (hereinafter the "Condominium") to be governed by and subject to the provisions of Chapter 183A, as amended, and to that end the Grantor declares and provides the following:

1. Name

The name of the Condominium shall be the "Cold Spring Common Condominium" (hereinafter sometimes referred to as the "Condominium").

2. Description of Land

The land portion of the Condominium consists of all of the land situated in the Town of Belchertown, Hampshire County, Massachusetts, as delineated and shown on the plan entitled "Cold Spring Common Condominium Site Plan", dated May 24, 1989, prepared by The Pharmer Engineering Division of Hill-Engineers, Architects, Planners, Inc. The land portion of the Condominium is more particularly bounded and described in, and subject to the rights, easements, reservations, conditions and restrictions referred to in Exhibit A attached hereto and made a part hereof. The land portion of the Condominium is hereinafter described as the "Condominium Land" which term shall also include any additional land which is added to the Condominium pursuant to this Master Deed. Grantor has reserved the right to add to the Condominium additional parcels of land contiguous with the Condominium Land (hereinafter the "Expansion Land") and any buildings and improvements thereon pursuant to Section 9 hereof. Grantor hereby reserves the right, subject to all applicable laws, to change any or all of the

lot lines presently shown on the Development Plan provided, however that (i) any such change shall not materially adversely affect any Phase of the Condominium already constructed and added to the Condominium by the recording of an Amendment to the Master Deed with the Hampshire County Registry of Deeds (hereinafter the "Registry"); and (ii) any such change shall be in conformance with all applicable laws. Grantor's rights, pursuant to this reservation, shall include, without limitation, the right to change the size, shape and other characteristics of any and all parcels of the Condominium Land. If any parcel of Expansion Land is added to the Condominium pursuant this Section and Section 9 of this Master Deed, by the recording of an Amendment to the Master Deed with the Registry, then from and after such date of recording, the Condominium and the Condominium Land shall also include those additional parcels of Expansion Land together with any buildings and improvements thereon. Nothing herein contained shall be deemed to obligate the Grantor to add any Expansion Land to the Condominium or to obligate Grantor, if Grantor so elects, to add Expansion Land or subsequent Phases of the Condominium in any particular sequence.

### 3. Description of Buildings

The Condominium is presently comprised of Seven (7) buildings (hereinafter the "Building") known as Buildings Number 4, 5, 7, 8, 11, 12, and 13, containing a total of fourteen (14) Townhouse Condominium Units (hereinafter the "Phase I Units"). The buildings are constructed primarily of wood frame construction with a poured concrete foundation and basement walls, brick veneer and/or wood siding and an asphalt shingle roof.

The location of the Buildings and the access ways and parking areas on the Condominium Land are as shown on Sheet 1 of the recorded Plans (hereinafter the "Site Plan").

In addition to the aforesaid Seven (7) Buildings, the Grantor has reserved, pursuant to Section 9 hereof, the right to construct and add additional buildings to the Condominium (hereinafter the "Additional Buildings").

Buildings Number 4, 5, 7, 8, 11, 12, and 13 and the land set forth in Section 2 and all appurtenant rights collectively are hereinafter sometimes referred to as "Phase I" of the Condominium. If Grantor elects to add any additional parcels of Expansion Land and/or Additional Buildings to the Condominium, pursuant to the provisions of Section 9 hereof, the additional parcels of land and/or the

Additional Buildings as they are added to the Condominium by the recording of an Amendment to the Master Deed with the Registry shall be assigned a Phase number in accordance with its order of annexation to the Condominium with respect to other Phases. Nothing in this Section shall be deemed to obligate Grantor to construct any Additional Buildings on the Condominium Land or Expansion Land that has been added to the Condominium.

Said Buildings Number 4, 5, 7, 8, 11, 12, and 13 and any other Additional Buildings hereafter added to the Condominium, pursuant to Section 9 hereof, are sometimes hereinafter collectively referred to as the "Condominium Buildings".

The Phase I Units and Units which may be added hereafter pursuant to the annexation of Additional Buildings (hereinafter the "Additional Units") are hereinafter sometimes collectively referred to as the "Units".

#### 4. Description of Units and Boundaries

The Phase I Units and the designations, locations, approximate areas, number and designation of rooms, immediately accessible common areas and other description specifications thereof are as set forth in Exhibit B, attached hereto and made a part hereof, and as shown on Sheets 2 through 8 of the Recorded Plans recorded herewith. The approximate area figures set forth in Exhibit B for the Phase I Units include the basement space and loft and/or attic space, if any, but do not include the appurtenant steps, decks, driveway and yard areas, if any.

All of the Phase I Units are Townhouse Units containing a basement, living room, dining area, kitchen, two (2) bedrooms, two (2) bathrooms, a loft or attic area and decks. In addition, some of the Phase I Units contain a den and/or a patio. Grantor hereby reserves the right to add other types of Units to other Phases of the Condominium.

The owners of Units in the Condominium (hereinafter the "Unit Owners" which term shall include the Grantor as to any Units unsold or retained by Grantor) may at any time, from time to time, change the use and designation of any room or space within such Unit subject always to the provisions of this Master Deed, the Declaration of Trust of the Condominium (hereinafter the "Declaration") and all applicable laws and matters of record. In addition, Unit owners may modify, remove and install interior nonbearing walls contained solely within such Unit subject to the

provisions of the Master Deed and the Declaration and Chapter 183A and subject to the further requirement that all work done pursuant to this Section and any other Section of this Master Deed be completed in a good and workmanlike manner, in accordance with a building permit duly issued by the municipality, if required by law, and in accordance with plans and specifications which have been submitted to and approved in advance of the commencement of any such work by the Board of Trustees of the Condominium Trust (hereinafter the "Trustees"). Any damage to other Units or the Common Areas and Facilities of the Condominium (hereinafter sometimes referred to as the "Common Areas and Facilities" or "Common Elements") caused by or attributable to such work shall be the sole responsibility of the Unit Owner performing such work and the costs thereof shall be charged to the Unit Owner as set forth in the Declaration.

The boundaries of the Phase I Units with respect to the floors, roofs and the walls, doors and windows thereof are as follows:

(i) Floors: The plane of the upper surface of the concrete subflooring in the basement area;

(ii) Roofs: The plane of the lower surface of the roof or ceiling joists as the case may be;

(iii) Interior Building Walls Between Units: The plane of the interior surface of the concrete wall in the basement area, as the case may be and as to Units with lofts or attics which boundaries shall be the plane of the lower surface of the roof or ceiling joists as the case may be;

(iv) Exterior Building Walls: The plane of the interior surface of the wall studs facing such Unit and/or the plane of the interior surface of the concrete wall in the basement area, as the case may be;

(v) Doors and Windows: As to doors, door glass and door frames, the exterior surface thereof; as to windows (including skylights), the exterior surfaces of the glass, sash and window frames.

All utility lines and equipment, supply lines, heating, plumbing, electrical, bathroom, kitchen and other apparatus and equipment serving a single Unit (whether contained therein or not) shall be deemed a part of such Unit and all exterior lighting fixtures serving and controlled by a single Unit shall be deemed a part of such Unit provided, however, that no structural components of the Buildings and

no pipes, wires, conduits, chutes, ducts, flues, shafts or public utility lines situated within a Unit and forming part of any system serving one (1) or more Units or the Common Area and Facilities shall be deemed to be a part of said Unit. Boundaries of Additional Units shall be as specified in the Amendment to the Master Deed adding such Additional Units.

The owner of a Unit may not, at any time, make any changes or modifications to the exterior of said Unit or any interior changes that would affect or in any way modify the structural or supportive characteristics of the building or its services, unless the same has been approved by a majority of the Board of Trustees of the Condominium Trust as hereinafter described and in accordance with the terms of the By-laws thereof. The owner of any Unit may, at any time and from time to time, change the use and designation of any room or space within such Unit, subject always to the compliance with all applicable rules, regulations, ordinances, and laws of the Municipality, and Commonwealth of Massachusetts. Subject to the provisions of the next sentence, (a) the owners of any Unit may, at any time or from time to time, modify, remove, and install nonbearing walls lying wholly within such Townhouse Unit, and (b) the owner or owners of two (2) or more contiguous Townhouse Units held in common ownership may install connecting openings in the wall or walls between such contiguous Units. Any and all work with respect to installation of interior nonbearing walls, the installation of connecting openings in walls between contiguous Units, or other improvements shall be done in a good and workmanlike manner pursuant to a building permit duly issued thereof (if required by law) and pursuant to plans and specifications that have been submitted to and approved in advance of the commencement of any such work by the Board of Trustees of the Condominium Trust, in accordance with the terms of the By-laws thereof, which approval shall not be unreasonably withheld or delayed.

5. Description of Common Areas and Facilities

The Common Areas and Facilities of the Condominium consist of the entire premises with the exception of the Units as herein defined and described and any other property which is expressly excluded from the Common Areas and Facilities, including specifically without limitation, all of the following:

(a) The Condominium Land together with the benefit of and subject to all rights, easements, reservations, conditions and restrictions of record as the same may be in force and applicable;

(b) The foundations, structural columns, girders, beams, supports, interior structural or bearing walls, all portions of the exterior and interior walls, ceilings, floors and roofs not included as part of the Units and common walls within the Buildings;

(c) The roadways, walkways, stairways, common driveways and parking areas and other improvements on the Condominium Land, including without limitation fencing, exterior lighting, railings, steps, surface drainage, facilities, trees, shrubbery, plants, and other landscaping;

(d) The exterior decks, driveways and patio/courtyard areas appurtenant to Units, if any, as designated on Sheets 2 through 8 of the Plans, the exclusive use of which has been granted to Unit Owners;

(e) All conduits, ducts, pipes, plumbing, wiring, chimneys, flues, fire protection systems equipment (including, master TV antenna and cable television systems, lines and facilities, if any) for the furnishing of utilities and services such as power, light, telephone, water and sewer, including all equipment attendant thereto up to or contained in any portion of the Buildings contributing, to the structure or support thereof, and all such facilities contained within any Unit which serve portions of the Condominium other than the single Unit within which such facilities are contained;

(f) The swimming pool, clubhouse and tennis courts and all other recreational facilities (presently existing or which may be added to the Condominium);

(g) All other parts, elements and features of the Condominium, not defined as the Units and not included within the items listed above, for the common use of necessary or convenient to the existence, maintenance, safety or enjoyment of the Condominium and such additional Common Areas and Facilities as may be defined in Chapter 183A.

The Trustees may, in their discretion, grant an easement or license with respect to each Unit, of a portion or portions of the Condominium Land for the exclusive use of the Owner of such Unit for landscaping and gardening and

other purposes in accordance with plans approved by the Trustees. Each land area so designated shall be maintained properly by the Unit Owner at such Unit Owner's expense, subject to and in accordance with the By-Laws and Rules and Regulations, pursuant to which said Trustees may, if any of the same are not so properly maintained, undertake the maintenance thereof and charge such Unit Owner the cost thereof for which such Unit Owner shall be liable in addition to his share of the Common Expenses (as defined in the Trust) and until such charges are paid by such Unit Owner, the same shall constitute a lien against such Unit pursuant to the provisions of Section 6 of said Chapter 183A.

6. Plans

Simultaneously with the recording of this Master Deed, there has been recorded a set of plans (hereinafter the "Recorded Plans") consisting of eight (8) sheets as follows:

Sheet 1: Condominium Site Plan;  
Sheets 2 through 8: Floor Plans

The floor plans of the Units included in Phase I show the layout, location, Unit designations and dimensions of the Units, state the name of the Building or that it has no name and bear the verified statement of a registered land surveyor, architect or professional engineer certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units as built.

With respect to Additional Buildings and the Units contained therein which may be added to the Condominium pursuant to Section 9, there will be an Amendment to this Master Deed, made pursuant to Section 9, at such time or times as such Additional Buildings are added to the Condominium. The Amendment shall be recorded with the Registry together with a Site Plan and with a set of floor plans of each Additional Building, showing the layout, location, Unit designations and dimensions of the Units and bearing the verified statement of a registered land surveyor, architect or professional engineer certifying that such plans fully and accurately depict the same as built.

With respect to any Expansion Land which may be added to the Condominium upon which no Additional Buildings have been constructed, there will be an Amendment to this Master Deed recorded with the Registry describing said Expansion Land. The Amendment shall be recorded with a Site Plan showing the land to be added and the access ways and parking areas, if applicable.

7. Condominium Trust

The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is the Cold Spring Common Condominium Trust under a Declaration of Trust of even date and recorded herewith (hereinbefore and hereinafter sometimes referred to as the "Declaration" or the "Trust"). Said Declaration establishes a membership organization of which all Unit Owners shall be members and in which such owners shall have a Beneficial Interest in proportion to the percentage of undivided interest in the Common Areas and Facilities (hereinafter sometimes referred to as the "Beneficial Interest") to which they are entitled hereunder as set forth in Exhibit C. The names and addresses of the original and present Trustees thereof are as follows:

1. [REDACTED]  
Massachusetts 01013;
2. [REDACTED]  
Massachusetts, 01002; and
3. [REDACTED]  
01020.

The mailing address of the Condominium Trust is as follows:

Cold Spring Common Condominium Trust  
P.O. Box 1223  
Belchertown, Massachusetts 01007-1223

The Trustees have enacted By-Laws which are set forth in said Declaration pursuant to and in accordance with the provisions of Chapter 183A. (The term "Trustees" as hereinafter used shall be deemed to include successors in Trust of the original Trustees and to mean the Trustees for the time being under the Trust.)

8. Reservation of Rights and Easements

Notwithstanding anything contained in this Master Deed or the Trust to the contrary, ARCLAIR BUILDERS, INC., the Grantor hereof, hereby reserves to itself, its successors and assigns, the following rights and easements:

- (a) The rights to pass and repass over and build upon and develop all of the Condominium Land and any Expansion Land, and any or all improvements located thereon including



the Phase I Units, in order to take such action as the Grantor deems necessary or convenient in connection with the construction of any and all improvements on, to or under the Condominium Land or Expansion Land, whether or not any additional improvements are to be constructed thereon pursuant to the provisions of this Master Deed. Grantor's rights hereunder shall include, but shall not be limited to, the transportation, storage and handling of materials and equipment.

(b) The rights to connect with, make use of, maintain, repair and replace any and all utility lines, pipes, conduits, sewers and drainage lines which any from time to time be located in, and upon or under the Condominium Land or Expansion Land, in order to take such action as Grantor deems necessary or convenient in connection with the construction of any and all improvements on, to or under the Condominium Land or Expansion Land, whether or not any portion of the Expansion Land or any additional improvements are to be added to the Condominium and to grant the same rights to any owner of contiguous land, provided that such grants do not materially adversely interfere with the use of these Units for the intended purposes.

(c) The right, without the consent of any Unit Owner or any holder of a mortgage on a Unit, to amend this Master Deed by recording with the Registry an Amendment to the Master Deed in form and substance similar to this Master Deed (which may incorporate by reference all or part of this Master Deed) with only such changes as are necessary or desirable; (i) to add additional Phases to the Condominium pursuant to Section 9 of this Master Deed and to submit such Phases to the provisions of Chapter 183A; (ii) to merge any Adjacent Condominium with the Condominium pursuant to Section 9 of this Master Deed; (iii) to exercise Grantor's rights as set forth in this Master Deed; and (iv) satisfy the provisions of this Master Deed.

(d) The right to grant, without the consent of any Unit Owner or of any holder of a mortgage on a Unit, to the Owners and occupants, their families and guests, of any residential Unit constructed upon any Expansion Land, whether or not such portion of the Expansion Land is added to the Condominium, the right to use for their private recreation and enjoyment, in common and on an equal basis with those entitled thereto pursuant to the provisions of this Master Deed, the swimming pool, clubhouse, tennis courts, pathways and all other common recreational facilities (future or existing) of the Condominium, and the

right to pass and repass over the Common Areas of the Condominium, subject to such reasonable rules, regulations, restrictions and requirements as may from time to time be adopted by the Trustees and subject to any agreements, consistent with such rules, regulations, and requirements, made and entered into by and between the Trustees and the Grantor. Provided, however, that for the use of such swimming pool, clubhouse, tennis courts, pathways and all other common recreational facilities of the Condominium by such owner or occupant, their families and guests there shall be paid to the Condominium Trust by such users a fee as shall from time to time be determined by the Trustees to be a fair and equitable proportion of the costs of operation, maintenance and repair of such common recreational facilities.

(e) The right to grant, without the consent of any Unit Owner or of any holder of a mortgage on a Unit, to the owners (future or existing) of any Expansion Land, an easement appurtenant to their particular parcel or lot for access over and the right to pass and repass over all roadways, driveways and the like constructed on the Condominium Land and Expansion Land.

(f) The rights to pass and repass over all roadways, driveways and the like (future or existing) constructed upon the Condominium land and Expansion Land.

(g) The right to grant or reserve in the future, without the consent of any Unit Owner or holder of a mortgage on a Unit, such other rights, easements or restrictions on, over, across, through and/or under the Condominium Land or Expansion Land, which the Grantor deems necessary, appropriate or advisable in connection with the development of the Condominium Land and Expansion Land, provided only that the grants or reservations do not materially adversely interfere with the uses of Units for the intended purposes.

(h) The right to use any Unit owned by Grantor as a model for display, for purposes of sale or leasing of Units, and to transact any other business on the Condominium Land and Expansion Land to achieve the foregoing, including, without limitation, the use of a trailer or other temporary structure.

(i) The right to use any Parking Spaces as shown on the Plans.

The rights and easements referred to herein may be freely sold, granted, assigned, mortgaged or otherwise transferred by the Grantor, by deed, mortgage, other written instrument provided, however, that the Grantor may not convey or lease Parking Spaces to persons other than Unit Owners. All present and future Unit Owners, and all persons now or hereafter claiming an interest in a Unit, by, through or under a Unit Owner, including, without limitation, all holders of mortgages on Units shall be subject to and bound by the provisions of this Section 8.

The rights and easements reserved by the Grantor in this Section 8 shall be in addition to and not in limitation of, the rights and easements reserved by the Grantor in other Sections of this Master Deed.

8.1 Special Amendments Notwithstanding any other provisions herein contained to the contrary, Grantor reserves the right and power to record a special amendment (hereinafter "Special Amendment") to this Master Deed, Declaration of Trust, By-Laws and Rules and Regulations at any time and from time to time which amends this Master Deed:

- (i) To comply with requirements of the Federal National Mortgage Association, the Massachusetts Housing Finance Agency, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, or to modify or decrease the requirements of the Condominium Documents, if any secondary mortgage market entities and/or their requirements so allow;
- (ii) To induce such agencies or entities to make, purchase, sell insure or guarantee first mortgages covering Unit ownerships;
- (iii) To bring this Master Deed into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts or other governmental laws, rules or regulations; or

- (iv) To correct clerical or typographical errors in this Master Deed or any Exhibit hereto or any supplement or amendment hereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Grantor to vote in favor of, make, or consent to a Special Amendment on behalf of each Unit Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a unit, and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Grantor to vote in favor of, make, execute and record Special Amendments. The right of the Grantor to act pursuant to rights reserved or granted under this section shall be automatically assigned by Grantor without further confirmation of Grantor by act or deed to the Trustees of the Condominium Trust at such time as the Grantor no longer holds or controls title to any Unit or Adjacent Land..

9. Additional Phases

It is contemplated that the Grantor will construct a number of Additional Buildings on the Condominium Land to be added in Phases to the Condominium. Notwithstanding anything contained to the contrary in the Master Deed or Trust, ARCLAIR BUILDERS, INC., the Grantor, hereby reserves to itself, its successors and assigns the following rights and easements.

The Grantor hereby reserves the right for itself, its successors and assigns, without the consent of any Unit Owner or any holder of a mortgage on a Unit, pursuant to and in accordance with the provisions of this Section 9, to amend this Master Deed at any one time or from time to time to add such Additional Buildings and all other structures or improvements which may be situated on the Condominium Land and the related Common Areas and Facilities to the Condominium by the recording of an Amendment to the Master Deed with the Registry.

In addition, the Grantor hereby reserves the right for itself, its successors and assigns, without the consent of any Unit Owner or any holder of a mortgage on a Unit, pursuant to and in accordance with the provisions of this Section 9, to amend this Master Deed at any one time or from time to time to add Expansion Land to the Condominium by the recording of an Amendment to the Master Deed with the Registry.

In the event that Grantor elects to add Expansion Land to the Condominium prior to constructing any improvements thereon, Grantor hereby reserves the right to develop such Expansion Land in accordance with the provisions of the Master Deed, including, without limitation, the construction of Additional Buildings.

Each addition to the Condominium, be it Expansion Land and/or Additional Buildings, shall be assigned a Phase number pursuant to Section 3 of this Master Deed.

Upon the recording of any such Amendment to the Master Deed, the Expansion Land, Additional Buildings, Additional Units and the elements, features and facilities designated as Common Areas and Facilities shall be a part of the Condominium as if included and described in this original Master Deed.

By the acceptance of a deed to a Unit within the Condominium, each Unit Owner and the holder of any mortgage on a Unit shall have thereby consented to any such Amendment or a Restated Master Deed made pursuant to this Section 9, without the Grantor being required to obtain any further consent of the execution of any documents by such Unit Owner or mortgage holder.

Should Grantor elect to add additional Phases to the Condominium, the Additional Units contained therein when added to the Phase I Units shall not, in the aggregate, amount to more than eighty-eight(88) Units.

Nothing contained in this Master Deed shall be deemed to restrict the rights of the Grantor to construct Additional Buildings or other improvements on the Expansion Land of any architectural design, size and layout insofar as the Grantor does not elect to add such improvements to the Condominium. Provided, however, that if Grantor elects to construct and add Additional Buildings to the Condominium all such Additional Buildings shall be designed so as not to detract from the quality and architectural and other aesthetic features of the existing Condominium Buildings, all in the reasonable opinion of the Grantor. The additional Units contained therein shall be of a design, size and layout similar to the Phase I Units as described in Section 3 hereof or of a quality compatible therewith in the reasonable opinion of the Grantor.

Notwithstanding anything contained herein to the contrary and in addition to all other reservations of the Grantor contained in this Master Deed, the Grantor hereby reserves and shall have the right, without the consent of any Unit Owner or of the holder of a mortgage on any Unit, to develop and construct on the Condominium Land and Expansion Land Additional Buildings and improvements, including, without limitation, all roadways, driveways, utilities and other improvements and amenities pertaining thereto and to grant easements across, under, over and through the Condominium Land and Expansion Land or any portion thereof which Grantor deems necessary or convenient in connection with the development of the Condominium Land and Expansion Land and the rights reserved herein. In addition, the Grantor hereby expressly reserves and shall have the right to make such use of the Common Areas and Facilities as may be reasonable, necessary or convenient to enable Grantor to develop the Condominium Land and Expansion Land pursuant to the rights reserved herein.

Grantor's rights hereunder shall include, but not be limited to, the creation of other Condominiums on the Expansion Land (hereinafter and hereinafter the "Adjacent Condominiums").

Grantor may, without the further consent of any Unit Owner or of the holder of any mortgage on any Unit, but shall not be obligated to, merge any Adjacent Condominium into the Condominium by the recording of an appropriate Restated Master Deed so as to comprise and consolidate any Adjacent Condominiums and the Condominium as if the Condominiums, including such Adjacent Condominiums, were then and thereby established as a single completed condominium. This Restated Master Deed shall upon its recording supercede this Master Deed and all Amendments made pursuant hereto and shall be and constitute the Master Deed of the Condominium.

The rights of the Grantor reserved herein to merge Adjacent Condominiums shall be independent of and in addition to the Phasing Rights described herein and shall terminate and be of no force and effect on the first to occur of the following (hereinafter the "Merger Termination Date"):

- (i) Ten (10) years from the date hereof; or

- (ii) At such time as the Grantor has recorded a written instrument at the Registry, executed by Grantor, by which Grantor expressly waives and releases the rights and easements reserved in this Master Deed to merge Adjacent Condominiums (hereinafter the "Merger Waiver Instrument"); or
- (iii) The inclusion in the Condominium of the maximum number of Units permitted by law.

Provided, however, that nothing contained herein shall be deemed to obligate the Grantor to commence or complete construction of Additional Buildings or other improvements of any type or nature of the Condominium Land or Expansion Land nor shall anything be deemed to obligate the Grantor to add any Additional Buildings or improvements, if any are so built, to the Condominium, nor to merge any Adjacent Condominium into the Condominiums nor if Grantor elects to construct and add Additional Buildings or other improvements to the Condominium to do so in any particular sequence or order provided however, that any Additional Buildings constructed on the Condominium Land shall further be considered to be and shall be part of the Condominium.

The Grantor shall not amend this Master Deed to add Additional Buildings to the Condominium until such time as the Additional Buildings have been sufficiently completed so as to comply with the provision of Chapter 183A, Section 8(f).

The rights of the Grantor reserved herein to add Additional Phases to the Condominium shall terminate and be of no force and effect on the first to occur of the following (hereinafter the "Phasing Termination Date"):

- (i) Seven (7) years from the date hereof; or
- (ii) At such time as the Grantor has recorded a written instrument at the Registry, executed by Grantor, by which Grantor expressly waives and releases the rights and easements reserved in this Master Deed to add Additional Phases to the Condominium (hereinafter the "Waiver Instrument"); or
- (iii) The inclusion in the Condominium of the maximum number of Units permitted hereunder.

After the Phasing Termination Date, the Grantor and the Trustees shall have the right, without the consent of any Unit Owner or holder of a mortgage on a Unit, pursuant to and in accordance with the provisions of this Section 9, to execute and record a Restated Master Deed of the Condominium comprising and consolidating Phase I and all subsequent Phases as if the entire Condominium, including such Additional Phases, were then and thereby established as a completed Condominium. The Restated Master Deed shall upon its recording supercede this Master Deed and all Amendments made pursuant hereto and shall be and constitute the Master Deed of the Condominium.

10. Appurtenance

Each Unit Owner shall have the right, as appurtenant to that Unit, to use in common with the Unit Owners of all other Units served thereby, all utility lines and other Common Elements located in any of the other Units or in the Common Areas serving that Unit, and each Unit shall therefore be subject to an easement in favor of all other Unit Owners for such purposes.

There shall be appurtenant to each Unit an exclusive right and easement for the use of driveway adjacent to the Unit as shown on the Site Plan (hereinafter the "Parking Space(s)") and a nonexclusive right and easement for the use of all non-designated Parking Space(s). All non-designated Parking Spaces are available for use by all Unit Owners, occupants of Units, and their guests, subject to and in accordance with the Trust and any Rules and Regulations adopted by the Trustees. Each Parking Space shall be used only for the parking of one (1) automobile unless otherwise approved in writing by the Trustees. The floor boundary of the Parking Space shall be the upper surface of the bituminous, concrete or other paving, and the upper boundary shall be a plane parallel to the floor boundary seven and one-half (7 1/2) feet above the floor boundary. Grantor hereby expressly reserves the right to make the initial grant of any such right and easement, notwithstanding the fact that this Master Deed and one (1) or more Unit Deeds may theretofore have been recorded.

Notwithstanding any other provisions of this Master Deed, Grantor hereby reserves easements for the exclusive use of all of the Parking Spaces now or hereafter located on the Condominium Land and reserves the right to convey such exclusive easements to Unit Owners (either in Unit deeds from the Grantor or by separate instruments) or to the Trust.



There shall be appurtenant to each Unit an exclusive right and easement, exercisable subject to and in accordance with the provisions and requirements of this Master Deed, the Trust, the By-Laws and the Rules and Regulations, to use:

- (i) The deck(s) included with such Unit;
- (ii) The stoop and stairs adjacent to the front door of such Unit;
- (iii) The chimney serving such Unit (but not the outside enclosure thereof);
- (iv) The air-conditioning and heating unit and all equipment appurtenant thereto serving the Unit and the concrete pad upon which they rest;
- (v) The rear patio/courtyard areas adjacent to such Unit as are shown on the Recorded Plans or as are specified in the deed of such Unit by the Grantor to a Unit Owner;
- (vi) The sillcock attached to each Unit;
- (vii) The bulkhead, if any, adjacent to such Unit;
- (viii) The driveways adjacent to the Unit as shown on the Plans; and
- (ix) The right to construct a garage adjacent to such Unit connecting to the existing driveway as shown on said Site Plan pursuant to section 5.6 of the By-Laws of COLD SPRING COMMON CONDOMINIUM. Upon completion the garage shall be added to said Unit as an additional room. The Grantor/Declarant hereby assigns its right pursuant to Section 8.1 to execute any and all documents to add said garage to such Unit and to adjust the percentage of common interest as the Trustees see fit.

The Common Areas and Facilities to which the exclusive use and easement has been granted to a Unit Owner referred to in clauses (i)-(ix) of the preceding sentence shall be maintained, repaired and replaced as necessary, by the Trustees and the costs and expenses associated therewith shall be Common Expenses. Provided, however, that the maintenance, repair and replacement of the heating and air conditioning unit shall be performed by and at the sole and separate expense of the Unit Owner of such Unit.

The maintenance, repair and replacement obligations herein contained notwithstanding, the Trustees may, in the exercise of their reasonable discretion, require established levels of maintenance and upkeep by the various Unit Owners with respect to those appurtenant Common Areas and Facilities, which Unit Owners may be required in the future to maintain, repair and replace and the Trustees may reasonably regulate and control and make rules relating to the, painting, decorating and utilization of such appurtenant Common Areas and Facilities, areas and items.

In addition to and not in limitation of the rights of Unit Owners as elsewhere herein set forth and as provided in said Chapter 183A, each Unit Owner shall have, as appurtenant to such Unit, the rights and easements, in common with all other Unit Owners and subject to like rights and easements appurtenant to such other Units, to use the Common Areas and Facilities, subject always, however, to:

- (i) Operate, inspect, protect, maintain, repair or replace the Common Areas and Facilities or other Units or any exclusive Common Areas and Facilities provided to such other Units;
- (ii) Correct, terminate or remove all acts or things which interfere with the Common Areas and Facilities or are otherwise contrary to or in violation of the provisions of the Master Deed, the Trust, the By-Laws or the Rules and Regulations, all as they may be amended; and
- (iii) Such other purposes as the Trustees, from time to time, deem necessary, appropriate, or advisable.

The Trustees shall also have, and are hereby granted, the exclusive rights to maintain, repair, replace, add to and alter the roads, driveways, paths, walks, utility and service lines and recreational facilities, lawns, trees, plants and other landscaping in the Common Areas and Facilities, and to make excavations for said purposes. No Unit Owner shall do any of the foregoing without the prior written permission of said Trustees in each instance. The Trustees shall have the right to use and to draw water from sillcocks appurtenant to the Units.

11. Determination of Percentage Interest in the Common Areas and Facilities

Each Unit in Phase I of the Condominium shall be entitled to the percentage of undivided interest in the Common Areas and Facilities (hereinafter the "Beneficial Interest") as set forth in Exhibit C attached hereto and incorporated herein by reference for so long as the only Units in the Condominium are the Phase I Units. From and after the addition to the Condominium of Additional Buildings containing Additional Units, pursuant to the provisions of Section 9, which additions may occur in any order the Beneficial Interest to which Phase I Units are entitled shall be reduced accordingly and the Beneficial Interest to which Phase I Units and all Additional Units subsequently included therein shall be determined upon the basis of the approximate relation that the fair value of each Unit bears to the aggregate fair value of all Units.

The percentage figures so determined shall be rounded by the Grantor to the least extent, if any, necessary as determined by Grantor in his sole discretion, to obtain a one hundred percent (100%) total for all Units. The Beneficial Interest so determined shall be set forth in the Amendment to the Master Deed by which the Additional Units resulting in such change of Beneficial Interest is added to the Condominium.

The percentage of the undivided interest in the Common Areas and Facilities shall not be separated from the Unit to which it appertains, and shall be deemed to be conveyed or encumbered with the Unit even if such interest is not expressly mentioned or described in the conveyance or other instrument. There will be excluded from the conveyance of each of the Units so much of the Common Areas and Facilities as are located within each Unit, and each Unit will be conveyed subject to an easement in favor of the Owners of all other Units and the Trustees to maintain such of the Common Areas and Facilities as are located therein whether or not such easement is expressly mentioned.

Each Unit Owner may use the Common Areas and Facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit Owners, as provided in Section 5(d) of Chapter 183A, the Common Areas and Facilities shall be subject to the provisions of the By-Laws of the Trust, and to the Rules and Regulations promulgated pursuant thereto with respect to the use thereof, assignment of certain facilities to particular Unit Owners and payments required therefor.

12. Road Ownership and Maintenance Percentage

Reference is made hereby to the roadway which is shown on the Development Plan (hereinafter the "Road"). Grantor has hereinbefore reserved all rights and easements necessary for the development, construction and maintenance of the Road. The fee of the Road shall be held by the Owners from time to time of the Condominium Land.

13. Use

The purposes for which the Buildings, the Units and other Common Areas and Facilities (which terms shall include Additional Buildings, Additional Units contained therein and Common Areas and Facilities hereinafter added to the Condominium, as and when the same are included in the Condominium pursuant to Section 9 hereof), are intended to be used areas follows:

- a. Each of the Units is intended to be used solely as a residence for not more than two (2) occupants per bedroom; provided, however, that such Units may be used (i) by the Grantor, for other purposes pursuant to provisions of the following Section 13B, and (ii) for such other lawful purposes as shall be approved in writing by the Trustees.
- b. Notwithstanding the foregoing provision of this Section 13, and the provisions of the following Section 14, the Grantor or such other person or entity designated by the Grantor hereof may, for its own account:
  - (i) Lease Units which are owned by it;
  - (ii) Use the Parking Spaces in the Condominium (other than spaces the use of which have been conveyed as part of Units theretofore sold);
  - (iii) Use any Units owned or leased by it as models, offices, and/or storage areas or otherwise, for purposes of construction, promotion, sale or leasing of Units, or for any other lawful purpose, and use any of the Common Areas and Facilities, or portions thereof, for office and meeting purposes and for purposes of promotion, sale or leasing of Units;

- (iv) Reserve any Parking Spaces (other than spaces the exclusive use of which have been conveyed as part of the Units theretofore sold) for prospective purchasers and/or lessees of unsold Units, or for visitors; and
- (v) So long as Grantor or any affiliate of Grantor owns any Unit or while the Phasing or Merger Rights of Grantor are in force and effect, erect and maintain signs in and on the Common Areas and Facilities of the Condominium or grant such right to any Adjacent Condominium or development on the Expansion Land.

14. Restrictions on Use

The Units and the Common Areas and Facilities shall be subject to the following restrictions unless otherwise permitted by an instrument in writing duly executed by a majority of the Trustees then in office pursuant to the By-Laws of the Trust:

- a. No Unit shall be used for any purpose other than a purpose permitted under Section 13 above, provided however, that nothing contained herein shall prohibit any Unit Owner from having temporary guests, and provided further that the Trustees shall have the right to regulate the maximum number of occupants of any Unit;
- b. No business activity of any nature shall be conducted in any Unit or in the Common Areas and Facilities, except (i) as provided in Section 13(b) hereof, and (ii) that a person residing in any Unit may maintain therein an office for his or her personal professional use, but not employees or persons other than a resident of such Unit shall engage therein in any such activities and no such office shall be advertised, held out, or used as a place for service to clients or patients;
- c. Each Parking Space is intended to be used in accordance with the Rules and Regulations;
- d. No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Trust, the By-laws, the Rules and Regulations promulgated pursuant thereto or Chapter

183A and all use shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units;

- e. Except for the exercise of the Grantor's rights under this Master Deed, the exterior aesthetic or architectural integrity of the Buildings and the Units shall be preserved without modification and, to that end, without limiting the generality of the foregoing, no change, replacements, addition, structure, projection, decoration or other feature shall be erected, placed upon or attached to or removed from the exterior of any such Unit or the Building or any part thereof without the prior written consent of the Trustees, nor shall any sign, plaque, or communication of any description be placed in the window of or on the exterior of any Unit or the Common Areas and Facilities, by a Unit Owner without the prior written consent of the Trustees;

EVERY UNIT OWNER SHALL BE ENTITLED TO A CERTIFICATE OF ARCHITECTURAL COMPLIANCE IN RECORDABLE FORM FROM THE TRUSTEES WITHIN TEN (10) DAYS OF THE RECEIPT OF A WRITTEN REQUEST FOR THE CERTIFICATE.

- ✓ f. The right of a Unit Owner to decorate his or her Unit, including decks and patio/courtyard areas, the exclusive use of which is appurtenant to a Unit, is subject to the right of the Trustees to control or regulate any aspect of such decoration which, in the reasonable judgment of the Trustees, when viewed from outside of such Unit, materially detracts from the aesthetic or architectural integrity of the Building. Towards that end, all windows must have draperies, curtains, shades or the like and no such draperies, curtains, shades or the like shall be installed or maintained unless they are white, or lined with white material or, with the prior approval of the Trustees, lined with beige, natural or light grey or such other material as shall be approved by said Trustees;
- g. All Units shall be heated at all times so as to maintain a minimum temperature in such Units of fifty-five (55) degrees so as to avoid the freezing of pipes, plumbing facilities and the like. If any Unit Owner fails to maintain a fifty-five (55) degrees temperature as aforesaid, the said Trustees shall have the right of access to each Unit at any time to increase the heating in order to maintain the minimum temperature or in order to repair any damage caused by

the failure to maintain the temperature aforesaid; and any heating bills thus incurred, or any repair bills thus incurred, shall be paid by the applicable Unit Owners, and until so paid, shall constitute a lien against such Unit pursuant to Section 6 of said Chapter 183A;

- h. No nuisances shall be allowed on the Premises 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 proper use of the Premises by its residents;
- i. No immoral, improper, offensive, or unlawful use shall be made of the Premises, 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;
- ✓ j. A Unit Owner shall not place or cause to be placed in or on any of the Common Areas and Facilities, any furniture, packages, or objects of any kind. The public halls, corridors, stair halls and stairways shall be used for no purpose other than normal transit through them. No clotheslines or other objects deemed objectionable by the Trustees shall be placed in or on any of the Common Areas and Facilities. There shall be no parking on the Condominium Land except in the Parking Spaces shown as such on the Recorded Plans and parking in said spaces shall be limited to those having rights to park in same. There shall be no parking allowed on the roadways except as may be permitted by the Trustees in the future;
- k. No Unit shall be rented, let, leased or licensed for use or occupancy by others than the Unit Owner except for periods of six (6) months or more. No portion of a Unit (other than the entire Unit) may be so rented, and no transient may be accommodated therein. In order to provide for a predominately owner-occupied Condominium, no Unit may be rented without the prior written consent of the Trustees, which consent may be withheld with or without cause;

- l. The Rules and Regulations recorded with the Condominium Trust, including but not limited to pets and acceleration of assessments, are hereby incorporated herein and made a part of this Master Deed by reference; and
- m. Unit Owners and the Trustees are hereby notified that the use of the Condominium may be subject to restrictions of the municipality and other governmental agencies.

Said restrictions shall be for the benefit of the Unit Owners and the Trustees, and shall be administered on behalf of the Unit Owners by the Trustees, (insofar as permitted by law) shall be perpetual; and to that end they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. The failure of any Unit Owner to comply with said restrictions will give rise to a cause of action in the Trustees and any aggrieved Unit Owner for the recovery of damages, or for injunctive relief, or both. No Unit Owner shall be liable for any breach of the provisions of this Section except as such occur during his or her ownership of a Unit.

No more than twenty percent (20%) of the Units at any time shall be rented, let, leased or licensed for use or occupancy by others than the Owners thereof (hereinafter "Rented"), and any such rental, letting, lease or license shall be for a term not less than six (6) months. And further provided that no Unit may be Rented without the consent of the Board of Trustees, which shall grant its consent on a first-come, first-serve basis to Unit Owners making written application therefore where, at the time of reference, the subject Unit may be Rented without violating the percent limits set out above. No such consent shall be effective for a period longer than one (1) year from the grant thereof, but any Units Rented pursuant to such a consent may continue to be Rented until such time as it is reoccupied by the Owner of such Unit. And further provided that:

- a. A copy of said agreement is provided to the Trustees prior to the occupancy under the lease;
- b. Said agreement contains a clause whereby the occupants agree to be bound by the Condominium Documents; and provided that;



- c. It shall be deemed during the period of occupancy that the Unit Owner has irrevocably appointed and constituted the Trustees as the Unit Owner's attorney-in-fact to seek the eviction, equitable relief and/or damages of and/or from such occupants upon any breach of said agreement or a violation of the Condominium Documents; and further provided that
- d. The form of the rental agreement shall be acceptable to the Trustees.

Notwithstanding the foregoing, if the Federal National Mortgage Association (FNMA) holds a mortgage loan on any Unit or Units, said Unit or Units may not be rented, let, leased or licensed and must be and remain the principal residence of the Unit Owner or Owners except with the written consent of FNMA.

15. Encroachments

If any portion of the Common Areas and Facilities, including plumbing, heating and electrical facilities, encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of (a) settling of any Building, or (b) construction of or alteration of the Common Areas and Facilities made by or with the consent of the Trustees, or (c) as a result of repair or restoration of any Building or any Unit after damage by fire or other casualty, or (d) as a result of condemnation of eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as any Building stands.

16. Units Subject to Master Deed and Condominium Trust

All present and future Unit Owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Condominium Trust, the By-Laws and the Rules and Regulations promulgated pursuant thereto as they may be amended from time to time and the items of record affecting title to the Premises. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of this Master Deed, the Condominium Trust, the By-Laws and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items of record affecting title to the Premises, are accepted and ratified by such Unit Owner, tenant, visitor, servant or occupant,

and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, and (b) a violation of the provisions of this Master Deed, the Unit Deed, the Condominium Trust, the By-Laws or the Rules and Regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties of a Unit Owner.

16A. Amendments to Master Deed

The Trustees of the Condominium Trust, of even date and recorded herewith, with the consent in writing of the Unit Owners holding not less than seventy-five percent (75%) of the undivided interest in the Common Areas and Facilities, by an instrument in writing, may at any time and from time to time amend, alter, add to or change this Master Deed and the Recorded Plans in any manner or to any extent, the Trustees first, however, being indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided, however that:

- a. The date on which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no instrument of amendment shall be of any force and effect unless and until the same has been so recorded within six (6) months after such date;
- b. Except as provided in, and in accordance with, the provisions of Section 9 of this Master Deed, no instrument of amendment, by which the percentage of the undivided interest in the Common Areas and Facilities to which any Unit is entitled would be altered, shall be of any force or effect unless the same has been approved and signed by every Unit Owner whose percentage is affected.
- c. No instrument of amendment which would alter the dimensions of any Unit or adversely affect a Unit Owner's exclusive right to use that part of the Common Areas and Facilities appurtenant to his Unit shall be of any force or effect unless the same has been signed and approved by the Owner(s) of the Unit(s) so altered and the same has been assented to in writing by all holders of mortgages on such Unit of which the Trustees have received notice;

- d. No instrument of amendment which would impair the security of a first mortgage on a Unit in any manner shall be of any force or effect unless the same has been assented to by the holder(s) thereof but an amendment pursuant to Section 9 hereof reducing the Unit's undivided percentage interest in the Common Areas and Facilities shall not be treated as an instrument impairing the security of any mortgage;
- e. No instrument of amendment which would render this Master Deed in any way contrary to or inconsistent with any requirements of the provisions of said Chapter 183A shall be of any force or effect;
- f. Nothing in this Section 16, and no amendment adopted pursuant hereto, shall be deemed or construed to violate or impair the rights and easements conferred upon and reserved by the Grantor in this Master Deed including, without limitation, the rights reserved to the Grantor in and by the provisions of Section 9 to amend this Master Deed so as to add Additional Phases to this Condominium or to merge Adjacent Condominiums; and
- g. No instrument of amendment which limits the purposes for which any Unit may be used shall be of any force or effect unless the same has been signed by the Unit Owner of such Unit and by the holders of all mortgages on such Units of which the Trustees have received notice.

Any Amendment, alteration, addition or change pursuant to the foregoing provisions of this Section shall become effective upon the recording with the Registry of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged by a majority of the number of Trustees then in office, setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners herein required (if any) 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 thereof, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons, and for all other purposes. Nothing in this Section contained shall be construed as making it obligatory upon the Trustees to amend, alter, add to or change the Master Deed and Recorded Plans upon obtaining the necessary consent(s) as hereinbefore provided.

17. FHLMC/FNMA/MHFA Provisions

Notwithstanding anything in the Master Deed, the Condominium Trust, the By-laws of the Condominium Trust or the Rules and Regulations promulgated pursuant thereto to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagee") of record with respect to the Units and shall be enforceable by any First Mortgagee.

- a. In the event that the Unit Owner shall amend the Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, 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 the remedies provided in its mortgage; or
  - (ii) Accept a deed (or assignment) in lieu of foreclosure in the event of default by mortgagor; or
  - (iii) Sell or lease a Unit acquired by the First Mortgagee.

The right of first refusal may be exercised only if:

- (i) The right of purchase is exercisable only as a means toward insuring owner-occupancy, or for other valid purposes serving the best interests of the homeowners association and its members;
  - (ii) The right and the manner of its exercise comply with local law; and
  - (iii) The right in each instance is conditional on giving written notice of exercise by the association of the exercise within thirty (30) days after notice by the Unit Owner to the Association, and the Association exercises due diligence to complete the purchase promptly.
- b. Any party who takes title to a Unit through foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust;

- c. Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee;
- d. Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium, in addition to any requirement of Section 16 of this Master Deed unless sixty-seven percent (67%) of the First Mortgagees (based upon one [1] vote for each mortgage owned), have given their prior written approval, the Unit Owners and the Trustees of the Condominium Trust shall not be entitled to:
- (i) By any act or omission, seek to abandon or terminate the Condominium (except as provided by statute), or
  - (ii) Other than as provided in Section 9 hereof, change the pro rata interest or obligations of any individual Unit for the purpose of:
    - 1. Levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or
    - 2. Determining the pro rata share of ownership of each Unit in the Common Areas and Facilities;
  - (iii) Partition or subdivide any Unit; or
  - (iv) By any act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities of the Condominium, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or
  - (v) Use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities of the Condominium for other than the repair, replacement or reconstruction thereof.

- e. Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;
- f. In no event shall any provision of this Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities;
- g. A First Mortgagee upon request made to the Condominium Trust shall be entitled to:
  - (i) Written notification from the Condominium Trust of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Condominium Trust which is not cured within thirty (30) days;
  - (ii) Inspect the books and records of the Condominium Trust at all reasonable times;
  - (iii) Receive an annual audited financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;
  - (iv) Receive timely written notification of all meetings of the Condominium Trust and be permitted to designate a representative to attend all such meetings;
  - (v) Receive timely written notification from the Condominium Trust of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage or any proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities;
  - (vi) Receive timely written notification of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Association; and

- (vii) Receive timely notice of any proposed action which requires the consent of a specified percentage of eligible mortgage holders as specified in this Master Deed, the Declaration of Trust, the By-Laws and the Rules and Regulations;
- h. No agreement for professional management of the Condominium or any other contract made by the Grantor may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or less written notice.
- i. In addition to all other requirements of this Master Deed or Condominium Trust, the prior written consent of First Mortgagees holding mortgages on Units entitled to at least fifty-one percent (51%) of the Beneficial Interest in the Trust and Unit Owners entitled to at least sixty-seven percent (67%) of the Beneficial Interest in the Trust shall be required for the following:
  - (i) The abandonment of the Condominium status or the Condominium except for abandonment provided by statute in case of substantial loss to the Units and Common Areas and Facilities;
  - (ii) The partition or subdivision of any Unit or of the Common Areas and Facilities;
  - (iii) A change in the Beneficial Interest of any individual Unit;
  - (iv) To add or amend any material provisions of the Master Deed or Condominium Trust which establish, provide for, govern or regulate any of the following:
    - a. Voting;
    - b. Assessments, assessment liens or subordination of such liens;
    - c. Reserves for maintenance, repair and replacement of the Common Areas;
    - d. Insurance or Fidelity Bonds;
    - e. Rights of use in the Common Areas;

- f. Responsibility for maintenance and repair of the several portions of the project;
- g. Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the property;
- h. Boundaries of any Unit;
- i. The interests in the Common Areas;
- j. Convertibility of Units into Common Areas or of Common Areas into Units;
- k. Leasing of Units;
- l. Imposition of any right of first refusal or similar restriction on the right of a Unit estate Owner to sell, transfer or otherwise convey his or her Unit estate;
- m. Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units.

Any First Mortgagee that does not deliver or post to the Trustees a negative response within thirty (30) days of a written request by the Trustee for approval of any addition or amendment pursuant to this Section shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this Section, when recorded at the Registry, shall be conclusive as to the facts therein set forth as to all parties and may be relied pursuant to the provisions of Article VI, Section 6.4 of the Trust.

Notice is hereby given that the sale of the property is subject to certain restrictions if the mortgage holder is MHFA. The Unit Deed Rider containing said restrictions is attached hereto and made a part hereof as Exhibit D.

The Grantor intends that the provisions of this Master Deed shall comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association and Massachusetts Housing Finance Agency with respect to condominium loans, and, except as may otherwise specifically be provided in this Master Deed, all questions with respect thereto shall be resolved consistent with that intention.



The provision of this Section 17 may not be amended or rescinded without the written consent of all First Mortgagees with the exception of those Amendments necessary to keep the Master Deed or Condominium Trust in compliance with the requirements of FHLMC, FNMA and MHFA, which consent shall appear on the instrument of Amendment as such instrument is duly recorded with the Registry.

#### 18. Conflicting Provisions

If any provision of this Master Deed shall be invalid or shall conflict with Chapter 183A, as amended, or if any provision of this Master Deed conflicts with any provision thereof or with any provision of the Condominium Trust, then the following rules of construction shall be used:

- a. In the event of a conflict between the Master Deed and said Chapter 183A, as amended, the provisions of Chapter 183A shall control;
- b. In the event of a conflict between any numerical voting requirements for action set forth in Section 17 hereof and any other such requirements for action set forth in any provision of this Master Deed or the Condominium Trust, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control; and
- c. In the event of any conflict other than as set forth in sub-paragraph (b) above between the provisions of Section 17 hereof and any other provisions of this Master Deed or the Condominium Trust, the provisions of Section 17 shall control.

#### 19. Invalidity

The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed, and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

#### 20. Waiver

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

## 21. Captions

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

## 22. Chapter 183A

The Units and Common Areas and Facilities, and the Unit Owners and Trustees, shall have the benefit of and be subject to the provisions of Chapter 183A, in effect upon the date of execution of this Master Deed and any future amendments thereto, which are specifically made retroactive in application. In all respects not specified in this Master Deed or in the Declaration of Trust of the Condominium, and the By-Laws set forth herein, they shall be governed by the provisions of Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A. All terms and expressions herein used which are defined in Section 1 of Chapter 183A have the same meanings herein unless the context otherwise requires.

## 23. Duration

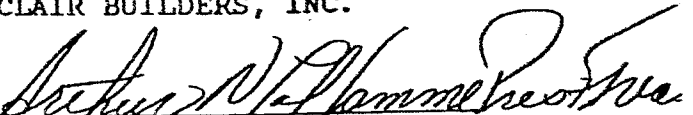
The Condominium hereby created shall terminate only upon the removal of the same from the provisions of said Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said Chapter, or any successor to such section. The Unit Owners may remove all or a portion of the Condominium from the operation of Chapter 183A of the General Laws, as amended from time to time, at any annual or special meeting of the Unit Owners by the affirmative vote of seventy-five percent (75%) in interest of the Unit Owners; provided that notice of such removal is given in the notice of the meeting; provided, further, that the holders or mortgages of record on Units which have seventy-five percent (75%) or more of the Beneficial Interest in the Common Areas and Facilities consent to such removal by written instruments duly recorded with the Registry. To the extent permissible under said Chapter 183A, until the Phasing Termination Date, no instrument of removal pursuant to this section shall be effective without the written consent of Grantor and his successors and assigns.

24. Assignment Rights of Grantor

Grantor, by deed or by separate direct collateral assignment, shall be entitled to assign any and all of its rights and reserved rights hereunder and under the Trust, at any time and from time to time, and any person, trust or entity including, without limitation, the Condominium Trust, as may be determined by Grantor in his sole discretion.

WITNESS the execution hereof under seal this 24th day of  
--- August ---, 1989.

ARCLAIR BUILDERS, INC.

By   
Arthur N. Laflamme, Its  
President & Treasurer

THE COMMONWEALTH OF MASSACHUSETTS

--- Hampshire ---, ss.

August 24, 1989

Then personally appeared the above named Arthur N. Laflamme, and acknowledged the foregoing instrument to be the free act and deed of ARCLAIR BUILDERS, INC., before me,,



Notary Public : PAUL D. BOUDREAU  
My commission expires: 12/15/89

EXHIBIT A

Legal Description of Land

All that certain parcel of land in Belchertown, Hampshire County, Massachusetts, being shown as Phase 1 on a plan entitled "Belchertown, Mass. Hampshire County Condominium Site Plan for Arclair Builders, Inc.," prepared by Pharmer Engineering Division, dated May 24, 1989; said Plan is recorded herewith as Sheet 1 of the Recorded Plans (hereinafter the "Development Plan"), bounded and described as follows; BOUNDED

- NORTHWESTERLY by land of owner unknown as shown on said Plan, a distance of three hundred and 00/100 (300.00) feet;
- SOUTHWESTERLY by other land of Arclair Builders, Inc., as shown on said Plan, a distance of four hundred fifteen and 47/100 (415.47) feet;
- SOUTHEASTERLY by Old Clark Road, as shown on said Plan, a total distance of three hundred nineteen and 16/100 (319.16) feet;
- NORTHEASTERLY by land of owner unknown, as shown on said Plan, a distance of one hundred twelve and 72/100 (112.72) feet;
- SOUTHEASTERLY by last named land, as shown on said Plan, a distance of one hundred ninety-three and 93/100 (193.93) feet;
- NORTHEASTERLY by North Main Street, as shown on said Plan, a distance of fifty and 30/100 (50.30) feet;
- NORTHWESTERLY by other land of Arclair Builders Inc., as shown on said Plan, a distance of one hundred ninety-eight and 91/100 (198.91) feet;
- NORTHEASTERLY by last named land, as shown on said Plan, a distance of two hundred forty-four and 31/100 (244.31) feet; and

Phase 1 contains 3.17 acres, more or less.

The Premises (described above) are submitted to the Provisions of Chapter 183A subject and with the benefit of (i) the rights and easements reserved by the Grantor in this Master Deed; (ii) the Master Deed and the Declaration of Trust; and (iii) all other matters of record.

EXHIBIT B

Description of Phase I Units

Unit Description

<u>Bldg. No.</u>	<u>Unit No.</u>	<u>No. of Rooms</u>	<u>Desig. of Rooms</u>	<u>Approx. Area Sq. Feet</u>	<u>Immediately Accessible Common Area</u>
4	7	6+FB	L, D, K, 3BR	1,790	Decks, Land
4	8	6+FB	L, D, K, 3BR	1,790	Decks, Land
5	9	6+FB	L, D, K, 3BR	1,834	Decks, Land
5	10	6+FB	L, D, K, 3BR	1,826	Decks, Land
7	13	5+FB	L, D, K, 2BR	1,411	Decks, Land
7	14	5+FB	L, D, K, 2BR	1,412	Decks, Land
8	15	5+FB	L, D, K, 2BR	1,413	Decks, Land
8	16	5+FB	L, D, K, 2BR	1,439	Decks, Land
11	21	6+FB	L, D, K, 3BR	1,822	Decks, Land
11	22	6+FB	L, D, K, 3BR	1,824	Decks, Land

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EXHIBIT B

<u>Bldg. No.</u>	<u>Unit No.</u>	<u>No. of Rooms</u>	<u>Desig. of Rooms</u>	<u>Approx. Area Sq. Feet</u>	<u>Immediately Accessible Common Area</u>
12	23	5+FB	L, D, K, 2BR	1,452	Decks, Land
12	24	5+FB	L, D, K, 2BR	1,433	Decks, Land
13	25	6+FB	L, D, K, 3BR	1,906	Decks, Land
13	26	6+FB	L, D, K, 3BR	1,910	Decks, Land

KEY:

L = Living Room  
D = Dining Room  
K = Kitchen  
BR = Bedroom  
FB = Full Basement

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EXHIBIT C

Undivided Interest in the  
Common Areas and Facilities  
(the Beneficial Interest)

<u>Bldg. No.</u>	<u>Unit No.</u>	<u>Undivided Interest</u>
4	7	.0714
4	8	.0714
5	9	.0714
5	10	.0714
7	13	.0714
7	14	.0714
8	15	.0714
8	16	.0714
11	21	.0714
11	22	.0714
12	23	.0714
12	24	.0714
13	25	.0716
13	26	.0716

AMENDMENT TO COLD SPRING COMMON  
CONDOMINIUM TRUST RULES AND REGULATIONS

The undersigned Trustees hereby amend paragraph 7 of the Cold Spring Condominium Rules and Regulations entitled "Pets" as follows:

7. Pets:

- (a) The Trustees may insist upon not keeping a pet which the Trustees, in their sole discretion, determine interferes with the rights of other Unit Owners.
- (b) All pets must be registered with the management office within thirty (30) days of Unit occupancy. There is a registration fee of \$20.00 per pet.
- (c) All dogs must be licensed by the Town of Belchertown.
- (d) No pet is allowed to destroy lawns or shrubbery beds.
- (e) All pets are to be walked on hand held leashes. Pets may not be confined to common areas by chains, anchors, ropes or the like.
- (f) Pets are not allowed to defecate on Condominium lawns, shrubs, shrub beds or pavement areas.
- (g) Upon receipt of a signed complaint, the management office representative within seven days send a written notice of a violation to the pet owner. Pet owners are entitled to review all written notices regarding their pet. The name of the complainant will not be disclosed.
- (h) Residents shall prevent their pets from becoming nuisances to adjoining residents, including but not limited to, noisy pets.
- (i) Any pet owner who violates the aforementioned Rules/Regulations is subject to specific action based upon the following criteria:
- (j) Specific Action
  - 1st, second offense - written warning
  - 3rd offense - \$50.00 fine
  - 4th offense - \$100.00 fine
  - 5th offense - \$150.00 fine and subject to pet removal

(All fines are payable to Cold Spring Common Condominium Trust)



If unit owner after reaching 24 consecutive months with no complaints or fines, may ask to have all previous complaints removed from the records. The Trustees have the sole right to deny or approve any such request.

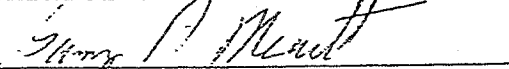
- (k) Pet owners are responsible for any damage caused by their pet. charges to restore or replace the damaged property, at then current contract rates, will be the responsibility of the pet owner.
- (l) Condominium owners who lease/rent their Unit are liable for any violations of the pet rules and regulations by their tenants.
- (m) Condominium owners are not liable for damage caused by animals owned by non-condominium residents, except guests.


The above amendments are made pursuant to Section 5.10 of the Cold Spring Condominium Trust. The Trustees also certify that the majority of the Unit Owners consented to this Amendment at a meeting held on November 8, 1994.

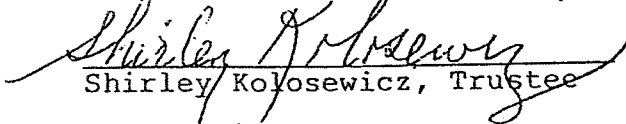
Trustees of Cold Spring  
Condominium Trust



Christine A. Stearns, Trustee

  
Gary Merritt, Trustee

  
Edward Ciosek, Trustee


  
Shirley Kolosewicz, Trustee

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, ss

1-7 1995

Then personally appeared the above named Christine A. Stearns and acknowledged the foregoing to be her free act and deed, before me.

  
Notary Public

Commission Expires: July 24, 2001

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, ss

1995

Then personally appeared the above named Gary Merritt and acknowledged the foregoing to be his free act and deed, before me.

*Monica Weeks*  
Notary Public

Commission Expires: *Aug 24, 2001*

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, ss

*Jan 21* 1995

Then personally appeared the above named Edward Ciosek and acknowledged the foregoing to be his free act and deed, before me.

*Diana Lynn Chamberlain*  
Notary Public

Commission Expires: *12-29-2000*

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, ss

JANUARY 30, 1995

Then personally appeared the above named Shirley Kolosewicz and acknowledged the foregoing to be her free act and deed, before me.

*Yolanda Walker*  
Notary Public

Commission Expires: *My Commission Expires*  
*January 29, 1999*

(

CONDOMINIUM TRUST

RULES AND REGULATIONS

The following Rules and Regulations are designed for the benefit of the community. Adherence to the Rules and Regulations is necessary in order to preserve the integrity of the community and to enhance our quality of condominium living.

A. DEFINITIONS

The following definitions shall apply unless they conflict with Massachusetts law or administrative regulations:

- (1) "Residents" means and includes all Unit Owners, their assigns or lessees, and all persons residing in a unit as their domicile or legal residence. Residents will be held responsible for the acts of guests visiting their Unit.
- (2) "Unit Owners Handbook" denotes the collection of written policies and procedures, including but not limited to the Rules and Regulations, issued to the residents of the community.

B. RULES AND REGULATIONS

1. Permanent Use of Common Areas:

✓ The grounds of the Common Areas are for the use and enjoyment of all residents of the Condominium. However, no objects or fixtures shall be permanently placed or affixed on or about the grounds or any other part of the Common Areas without prior written approval of the Trustees.

The specific procedure for obtaining Trustee approval for more than temporary use of the Common Areas is set forth separately in the Unit Owners Handbook.

2. Effect On Insurance:

No resident shall use his or her Unit in such a fashion as to result in the cancellation of insurance or as to result in the increase in the cost of insurance for the Condominium. This rule includes, but is not limited to, the storage of combustible and/or hazardous

5. Laundry:

No resident shall hang laundry, rugs, drapes or the like from any Unit or any appurtenance of a Unit.

6. Mulch Bed Planting and Potted Flowers:

Residents may plant flowers in mulch beds situated in front of their Units. This rule is subject to the following conditions:

- (a) Only flowers may be planted;
- (b) No flowers are to be planted outside the mulch beds;
- (c) No rose bushes, trees or shrubs are allowed.

All flowers planted shall be removed at the end of the growing season or earlier, if the flowers have died. Maintenance of the flowers is the responsibility of the Resident. Residents also may plant flowers in containers for use on steps and patios subject to the same rules applicable to mulch bed planting.

The Trustees reserve the exclusive right to determine whether a particular planting, including a container planting, is of good taste and keeping within the character of the Condominium. Unsatisfactory plantings and/or containers shall be removed.

- (l) Condominium owners who lease/rent their Unit are liable for any violations of the pet rules and regulations by their tenants.
- (m) Condominium pet owners are not liable for damage caused by animals owned by non-condominium Residents, except guests.

8. Radios, Phonographs, Musical Instruments:

The volume of television sets, radios, phonographs, stereos, musical instruments and the like shall, at all times, be kept at a sound level which will not annoy the residents of neighboring Units.

9. Abuse of Physical Plant:

The Trustees may charge to any Resident any damage to the mechanical, electrical or other building service system of the Condominium caused by such Resident's misuse of the systems. This rule applies to any misuse caused by any Resident's agent, servant or employee.

10. No Offensive Activity:

No noxious or offensive activity shall be carried on in any Unit, or in any Common Areas or facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other Residents or occupants. No Resident shall make or permit any disturbing noise by himself or herself or his or her family, servants, employees, agents, visitors, licensees or pets thereof, nor permit anything by such persons or pets that will interfere with the rights, comforts or convenience of the other Residents.

11. Septic Systems:

No resident shall install a garbage disposal system which in any way connects with or affects the septic systems of the Condominium.

12. Parking Spaces:

The following restrictions and regulations shall apply to the use and occupancy of parking spaces of the Condominium:

- (a) The parking spaces may be used only for parking of private noncommercial automobiles or motorcycles and all such vehicles must be fully registered in accordance with applicable governmental statutes and regulations. No trucks, pickup trucks, vans, boats, trailers (whether capable of independent operation or attached to automobiles or other vehicles), unregistered vehicles, or and the like may be parked unless written consent of the Trustees of the Condominium is first obtained. Only one (1) vehicle is allowed in each parking space and "piggyback" parking is strictly prohibited.
- (b) The unassigned parking spaces which are part of the Common Areas of the Condominium shall be shared by all Residents and their guests on an unreserved basis. However, only one (1) unassigned space may be used at any one time by the Residents of a Unit. No vehicle shall be parked so as to block access to any roadway or parking area.
- (c) In instances where vehicles using the parking areas and facilities of the Condominium do not comply with the foregoing provisions, or in the case of unregistered vehicles, the Trustees are authorized to allow the towing of the non-complying vehicles at the expense of the owners of such vehicles.

13. Dumpsters:

Garbage and rubbish must be wrapped and put into, not onto, the dumpster. Areas in front of dumpsters are not to be obstructed at any time in any manner. Violation of this rule will require immediate removal of the rubbish at the Resident's expense. All cartons must be broken down and flattened before being placed in dumpster.

14. Recreational Vehicles:

Riding or parking of any pedal-powered or motorized vehicle, including automobiles, on the lawns or sidewalks of the Condominium is strictly prohibited.

15. Rentals/Off-site Unit Owners:

- (a) All off-site Unit Owners shall register with the condominium management company the names, addresses and phone numbers of tenants in each Unit owned by the Unit Owner within seven (7) days of commencement of the lease for said Units.
- (b) The Trustees reserve the right to screen prospective tenants and to require the use of a standard lease.
- (c) All off-site Unit Owners are responsible for the acts or omissions of any tenant(s), and shall be liable for violations of any rule or regulation by said tenant(s).
- (d) Off-site Unit Owners shall protect the rights of Unit Owners who reside in units adjoining the rental property by enforcement of excessive noise and parking regulations contained in these Rules and Regulations.
- (e) The Trustees reserve the right to require separate damage deposits for rentals, to be held in escrow.

16. Collection of Overdue Common Area Fees:

The Trustees may impose a late charge of Ten Dollars (\$10.00) if any annual assessment, monthly installment, fine, or late charge, interest or legal fee (the "assessment") is not received by the fifteenth (15th) day of the month when due. If such assessment is not received within thirty (30) days when due, the Trustees may impose a late charge of not more than Twenty-five Dollars (\$25.00) per month until payment in full is received.

If the Resident is in default of the payment of an assessment for a period of more than sixty (60) days, the Trustees may accelerate any remaining installments of the assessment for the fiscal year. Prior to accelerating the remaining installments, the Trustees shall give notice to the Unit Owner, and if the delinquent installment or assessment has not been theretofore paid, the then unpaid balance of the assessment shall become due and payable upon the date stated in the notice, which date shall not be less than five (5) days after the delivery of the notice to the Unit Owner or not less than ten (10) days after the mailing of such notice to the Unit Owner by registered or certified mail, whichever shall first occur.

17. Violations:

Violation of any Rule or Regulation, or the breach of any provision of the Declaration of Trust, By-Laws, Master Deed or of the offending Unit Owner's Unit Deed, shall give the Trustees the right, in addition to any other rights, to enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity (or both) the continuation of any such breach. In addition to the foregoing, and not in substitution thereof, the Trustees shall have the power to levy fines against Unit Owners or Residents for such violations. No fine may be levied for more than Ten Dollars (\$10.00) for any one violation (except as to pets) but each day of a violation shall be considered a new violation. Collection of fines may be enforced against the Unit Owner or Residents involved as if the fine were Common Area charges owed by the particular Unit Owner or Unit Owners. In the case of persistent violations by a Unit Owner or Resident, the Trustees shall have the power to require such Unit Owner or Resident to post a reasonable bond to secure adherence to said Rule and Regulation, Declaration of Trust, By-Laws, Master Deed or the said Unit Deed.

18. Attorney's Fees and Costs:

Any Unit Owner or Resident who violates the Rules and Regulations (as the same may be amended and adopted from time to time), or the provisions of the Declaration of Trust, By-Laws, Master Deed or Unit Deed, (as the same may be amended from time to time) or is responsible for any such violation, shall pay all costs and expenses incurred by the Trustees, including without limitation, reasonable attorney's fees, in connection with the enforcement of the Rules and Regulations, Declaration of Trust, By-Laws, Master Deed or the said Unit Deed.

19. Resident's Right to Hearing:

Any Resident aggrieved by a fine or penalty imposed by the Trustees shall have the right to a hearing before the Board of Trustees, provided, however, that said Resident requests a hearing in writing within ten (10) days of the Trustees' act or action which forms the basis of the Resident's grievance. Said hearing shall be held within fourteen (14) days of receipt of the written request for hearing and shall be conducted in closed session, unless the Resident requests, in writing, that the hearing be open to all Residents.



20. Amendments of Rules and Regulations:

Any consent or approval given by the Trustees under these Rules and Regulations may be added to, amended, or repealed at any time by the Trustees. These Rules and Regulations may be amended from time to time as provided in the Declaration of Trust.