



2017 00015291

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Recorded: 07/28/2017 03:30 PM

**DECLARATION OF TRUST OF THE  
THE COLUMNS AT ROCKWELL PLACE  
CONDOMINIUM TRUST**

This Declaration of Trust made this 28<sup>th</sup> day of July, 2017 by **J. ROCKWELL ALLEN**, 77 Mill Street, Suite 310, Westfield, Massachusetts (hereinafter collectively called the "Trustee", which term and any pronoun referring thereto shall be deemed to include his successors in trust hereunder and to mean the Trustee or Trustees for the time being hereunder, wherever the context so permits).

**ARTICLE I  
Name of Trust**

The Trust hereby created shall be known as **THE COLUMNS AT ROCKWELL PLACE CONDOMINIUM TRUST** and under that name, so far as legal, covenant and practicable, shall all business carried on by the Trustees be conducted and shall all instruments in writing by the Trustees be executed.

**ARTICLE II  
The Trust and Its Purpose**

Section 1. All of the rights and powers in and with respect to the common area and facilities (hereinafter called the "Common Elements") of the **THE COLUMNS AT ROCKWELL PLACE CONDOMINIUM** (hereinafter called the "Condominium"), established by a Master Deed of even date and recorded herewith, which are by virtue of the provisions of Chapter 183A of the Massachusetts General Laws conferred upon or exercisable by the organization of unit owners of the Condominium, and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder shall vest in the Trustees as joint tenants, with right of survivorship, as Trustees of this trust, in trust to exercise, manage, administer and dispose of the same and to receive the income thereof for the benefit of the owners of record from time to time of units of the Condominium (hereinafter called the "Unit Owners"), according to the schedule of beneficial interest set forth in the Master Deed and set forth in Schedule A of said Master Deed, hereof, and in accordance with the provisions of said Chapter 183A, this Trust being the organization of the Unit Owners established pursuant to the provisions of said Chapter 183A for the purposes therein set forth.

Section 2. It is hereby expressly declared that a trust and not a partnership has been created and that the unit Owners are beneficiaries and not partners or associates or any other relation whatever among themselves with respect to the trust property, and hold no relation to the Trustees other than as beneficiaries, with only such rights as are conferred upon them as such beneficiaries hereunder and under and pursuant to the provisions of said Chapter 183A.

### ARTICLE III The Trustees

Section 1. There shall be a Board of Trustees hereunder consisting initially of one (1) individual chosen by **THE COLUMNS AT ROCKWELL PLACE, LLC**, (the Declarant ), to serve for a term which shall expire upon the earliest to occur of the following events: (a) six (6) months after one hundred percent (100%) of the units have been conveyed to unit purchasers; or (b) five (5) years following the conveyance of the first unit. Notwithstanding any other term or provision of this Trust to the contrary, (A) the Unit Owners shall have no power or right to remove the Initial Trustee, nor to appoint any additional or successor Trustees, until the expiration of the term of said Initial Trustee shall have expired as set forth hereinabove; and (B) during the term of the Initial Trustee, any vacancy in the office of a Trustee, however caused, shall be filled only by the designation of the Declarant.

The initial Trustee so chosen is the Trustee named herein: **J. ROCKWELL ALLEN**, (the "Initial Trustee").

After the term of the Initial Trustee, there shall be at all subsequent times a Board of Trustees hereunder consisting of not less than three (3) not more than five (5) natural persons, but in any event an odd number, as shall be determined by vote of the Unit Owners entitled to no less than fifty-one (51%) of the beneficial interest hereunder. Except as hereinabove specifically provided, at all meetings of Unit Owners, the Declarant shall be entitled to the same voting rights as any other Unit Owners, as to units owned by the Declarant.

Each vacancy in the office of a Trustee shall be filled by instrument in writing setting forth: (a) the appointment of a natural person to act as such Trustee, signed: (i) by the Declarant (if the vacancy is in the office of a Trustee chosen by the Declarant) or by Unit Owners (in the case of a vacancy in the office of a Trustee not chosen by the Declarant) entitled to more than fifty-one percent (51%) of the beneficial interest hereunder, or (ii) if Unit Owners entitled to such percentage have not within thirty (30) days after the occurrence of such vacancy made such appointment, by a majority of the then remaining Trustees, or by the sole remaining Trustee if there be only one; and (b) the acceptance of such appointment, signed and acknowledged by the person so appointed. Such appointment shall become effective upon the recording with the Hampshire County Registry of Deeds of a certificate of such appointment, signed and accepted as aforesaid, and such person shall then be and become such Trustee and shall be vested with the title to the trust property, jointly, with the remaining or surviving Trustees or Trustee, without the necessity of any act of transfer or conveyance. If for any reason any vacancy in the office of Trustee shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any unit Owner and notice to all Unit Owners and Trustees and to such other parties in interest, if any, to whom the court may direct that notice be given.

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

Section 2. In any matters relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred, the Trustees may act by a majority vote at any duly called meeting at which a quorum is present as provided in by this Declaration of Trust. The Trustees may also act without a meeting by instrument signed by a majority of the Trustees.

Section 3. Any Trustee may resign at any time by instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds, and such resignation shall take effect upon the recording of such instrument with said Registry of Deeds. After reasonable notice and opportunity to be heard before the Board of Trustees, a Trustee (except a Trustee chosen by the Declarant) may be removed from office, with or without cause, by an instrument in writing signed by Unit Owners entitled to more than fifty per cent (50%) of the beneficial interest, such instrument to take effect upon the recording thereof with said Registry of Deeds.

Section 4. No Trustee named or appointed as hereinbefore provided, whether as original Trustee or as successor to or as substitute for another, shall be obligated to give any bond or surety or other security for the performance of any of his duties hereunder, provided, however, that Unit Owners entitled to more than fifty per cent (50%) of the beneficial interest hereunder may at any time, by instrument in writing signed by them and delivered to the Trustee or Trustees affected, require that anyone or more of the Trustees shall give a bond in such amount and with such sureties as shall be specified in such instrument. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

Section 5. No Trustee hereinbefore named or appointed as hereinbefore provided shall under any circumstances or in any event be held liable or accountable out of his personal assets or be deprived of compensation by reason of any action taken, suffered or omitted in good faith or be so liable or accountable for more money or other property than he actually receives, or for allowing one or more of the other Trustees to have possession of the Trust books or property, or be so liable, accountable or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of the existence of any personal interest or gain or by reason of anything except his own personal and willful malfeasance and default.

Section 6. No Trustee shall be disqualified by his office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his interest individually or the Trustees' interest or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any other reason), as vendor, purchaser or otherwise, nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which any Trustee shall be in any way interested be avoided nor shall any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason

of such Trustee's holding office or of the fiduciary relationship hereby established, provided the Trustee shall act in good faith and shall disclose to the other Trustees the nature of his interest before the dealing, contract, or arrangement is entered into.

Section 7. The Trustees and each of them shall be entitled to indemnity both out of the trust property and by the Unit Owners against any liability incurred by them or any of them in the execution hereof, including, without limitation, liabilities in contract and in tort and liabilities for damages, penalties and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for his share of the common expenses of the Condominium and for his proportionate share of any claims involving the trust property in excess thereof.

Section 8. The Trustees shall elect from their number, at the annual meeting of the Trustees, a President, Vice President, Treasurer, and Secretary, who shall have such duties as are determined by the Trustees.

Section 9. The compensation of the Trustees shall be determined at each annual meeting of Unit Owners, except for the Initial Trustee chosen by the Declarant who agree to serve without compensation.

#### **ARTICLE IV Beneficiaries and the Beneficial Interest in the Trust**

Section 1. The beneficiaries shall be the Unit Owners of the Condominium, for the time being. The beneficial interest in the Trust hereunder shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium, all as set forth in Exhibit D of the Master Deed, incorporated herein by reference with the same force and effect as though fully set forth in the body of this instrument.

Section 2. The beneficial interest of each Unit of the condominium shall be held and exercised as a unit and shall not be divided among several owners of any such unit. To that end, whenever any of said Units is owned of record by more than one person, the several owners of such unit shall: (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments, and otherwise exercise the rights appertaining to such Unit hereunder and (b) notify the Trustees of such designation by a notice in writing signed by all of the record owners of such unit. Any such designation shall take effect upon receipt by the Trustees of such notice, and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Board of Trustees may, by majority vote, designate anyone of such owners for such purposes.

Section 3. A Unit Owner may vote in person or by a written proxy dated no earlier than six (6) months prior to the date of the meeting at which such vote is taken. A proxy purporting to be executed by or on behalf of a Unit Owner shall be deemed valid unless challenged at or prior to its exercise. A proxy with respect to a Unit held in the names of two or more persons shall be valid if executed by one of them, unless at or prior to the exercise of the proxy, the Trustees receive specific notice to the contrary from anyone of said persons.

**ARTICLE V**  
**By-Laws**

The provisions of this Article V shall constitute the By-Laws of this Trust and the organization of Unit Owners established hereby, to wit:

Section 1. Powers and Duties of Trustees.

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

- (a) Elements. Operation, care, upkeep and maintenance of the Common Elements
- (b) Determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Condominium.
- (c) Collection of the common charges from the Unit Owners.
- (c) Employment and dismissal of the personnel (including but limited to a manager) ,
- (d) Independent contractors and consultants necessary or advisable for the maintenance and operation of the Common Elements.
- (e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Condominium.
- (f) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefore.
- (g) Leasing, managing and otherwise dealing with such community facilities as may be provided for in the Master Deed as being common areas and facilities ("Common Elements").
- (h) Owning, conveying, encumbering, leasing and otherwise dealing with units conveyed to it or purchased by it as the result of enforcement of the lien for common expenses, or otherwise.
- (i) Obtaining of insurance for the Condominium, including the units, pursuant to the provisions hereof.
- (j) Making of repairs, additions and improvements to, or alterations of, the Condominium, and repairs to and restoration of the Condominium in accordance with the other provisions of this Trust and making payments therefore including the approval of payment vouchers.

(k) The Board of Trustees shall have the power to enforce obligations of Unit Owners; to enforce the rules and regulations of the Condominium; to allocate income and expenses; and to do anything and everything else necessary and proper for the sound management of the Condominium. In case of persistent violation of the rules and regulations by a Unit Owner, the Board of Trustees shall have the power to require such Unit Owner to post a bond to secure adherence to the rules.

(l) Purchase or lease a Unit for use by a resident manager.

(m) Enter into management contracts for the management of the Common Elements.

(n) The Board of Trustees shall have the power to authorize individual Unit Owners, at their own cost and expense and at their own risk, to make alterations to said Units which are part of the Common Elements; provided that such work does not structurally weaken the building, or interfere with pipes, wires, ducts, or conduits located within said walls or in other Common Areas.

(o) Grant or relocate easements or licenses.

(p) To enter into and to assign exclusive easements to Unit Owners with the Declarant's agreement as long as Declarant owns a unit.

(q) Borrow loans and assign as collateral to secure loans to the Condominium Association all income due or to become due to the Association, including the right to receive common expenses assessments from Unit Owners within the Condominium and together with all rights to income and profits thereof, whether now existing or hereafter arising, and including the Association's interest in and to any bank accounts, certificate of deposit, and other investments or the proceeds or products thereof and specifically, common assessments and/or special assessments due to become due from Unit Owners within the Condominium, all reserve funds, the statutory rights of the Association to impose a lien on each unit pursuant to M.G.L. ch. 183A, section 6(c) and to foreclose such lien in the event of default, and the rights granted to Assignor pursuant to Ch. 183A, Section 13.

(r) The agents of the Board of Trustees or the managing agent, and any contractor or workman authorized by the Board of Trustees or the managing agent, may enter any room or Unit in the building at any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such Unit for maintenance and repair purposes and for the purpose of performing work, provided that said maintenance or repair shall be limited to hazardous conditions or conditions that would violate health, fire or safety codes or that jeopardize the health, safety or welfare of other Unit owners.

(s) Obtain advice of counsel and rely thereon, and employ, appoint and remove such other persons, agents, managers, officers, brokers, engineers, architects, accountants, employees, servants and assistants as they shall deem advisable, and define their respective duties and fix their pay and compensation; provided however, no Trustee shall be held personally liable for the acts or default of any such person.

Section 2. Common Expenses, Profits and Funds.

A. Each Unit Owner shall be liable for common expenses and shall be entitled to common profits of the Condominium according to his respective percentage of undivided interest in the Common Elements as set forth in Exhibit D of the Master Deed which is incorporated herein by reference with the same force and effect as though fully set forth in the body of this instrument as may be amended from time to time. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees may, to such extent as they deem advisable, set aside common funds of the Condominium as reserve or contingent funds and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or for repair, rebuilding or restoration of the trust property, or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution. In no event shall the reserve be less than ten percent (10%) of the annual projected expenses.

B. In addition to the foregoing (and not in substitution thereof), to insure that this Trust will have the funds to meet unforeseen expenditures or to purchase any additional equipment or services, there shall be a working capital fund at least equal to two (2) months estimated common charges for each unit. Any amounts paid into this fund shall not be considered as advance payments or regular assessments. Each unit's share of the working capital funds shall be collected from the first unit purchaser at the time of closing. During the term of the Initial Trustee (or while a majority of the Trustees are the Declarant or nominees or designees of the Declarant), the working capital fund that is the subject of this Sub-section cannot be used to defray the expenses, reserve contributions, or construction costs that are the responsibility of the Declarant in its role as developer of the Condominium or to make up budget deficits.

C. At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the Board of Trustees shall estimate the common expenses expected to be incurred during such fiscal year, together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessment, and each Unit Owner thereafter shall pay one-twelfth of this share of the estimated common expenses monthly in advance on the first day of each month. In the event that the Board of Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, the Board of Trustees shall make a supplemental assessment or assessments and render statements therefore in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The Board of Trustees may in its discretion provide for payments of statements in monthly or other installments. In order to create a reserve fund for future contingencies, the Board of Trustees may assess from time to time, in addition to the foregoing assessments, each Unit Owner for a sum or sums sufficient to provide the Condominium Trust with sufficient capital to meet emergencies and other contingencies. The amounts due hereunder, together with interest thereon, if not paid when due, at a rate equal to twelve percent (12%) per annum, shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to the provisions of Section 6 of said Chapter 183A.

D. The Board of Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by the provisions of said Chapter 183A.

E. The Trustees, for so long as the Condominium is subject to real estate taxes as a whole, shall maintain a fund sufficient in their judgment to provide a reserve to pay such real estate taxes when such as due and payable. Such reserve shall be maintained in a separate and segregated account to be known as the Tax Escrow Account and shall be utilized solely for the payment of said taxes.

Said Tax Escrow Account shall be funded by the payment, at the time of sale of each Unit during such period as the Condominium is taxes as a whole, of an amount equal to the then known tax bill multiplied by the number of months expired in the then taxing period plus one (1) and further multiplied by such Unit's Beneficial Interest. Thereafter, the Unit Owner shall make monthly payments on the first of each month equal to the Unit's proportionate share of said tax bill so that said account equals the known tax bill one (1) month prior to its due date. The Trustees may make additional assessments or refund payments at such time as the actual bill to be paid is determined. Payments for unsold Units shall be made by the Declarant one (1) month prior to the date such tax payments is due. To the extent that any Unit Owner is required to make monthly payments on account of real estate taxes to a bank or institutional lender holding a first mortgage on such Unit, such Unit Owner shall be excused from making payments to the said Tax Escrow Account, provided, however, that the Unit Owner thereof shall use his best efforts and cooperation with the Trustees in obtaining the consent of such mortgagee to payments to this Account in lieu of payments to such mortgagee.

At such time as the taxing authority assesses the Units and their respective undivided interest in the Common Elements separately, the funds held in said Tax Escrow Account shall be refunded to the Unit Owners in proportion to their then held payments thereto and the Tax Escrow Account shall be closed.

Any late charge or penalty assessed by the taxing authority shall be paid, proportionately, by the Unit Owner or Owners so causing such.

### Section 3. Insurance.

A. The Trustees shall obtain and maintain, to the extent available, master policies of casualty and physical damage insurance for the benefit and protection of the Trustees and all of the Unit Owners, naming as the insured, and with loss proceeds payable to, the Trustees hereunder, as Insurance Trustees for all of the Unit Owners and their respective mortgagees, as their interests may appear, such insurance to cover the Units, all other portions of the buildings, and all other insurable improvements forming part of the Common Elements; but not including: (a) the furniture, furnishings or other personal property of the Unit Owners, whether within the units, or elsewhere; or (b) improvements within a Unit made by the Unit Owners thereof subsequent to the first sale of such unit by the Declarant, as to which it shall be the separate responsibility of the Unit Owners to insure. Such insurance shall, unless the same is not obtainable, be maintained in an amount equal to not less than the replacement value (exclusive of foundations), as determined by the Trustees, of the insured property, and shall insure against: (i)



loss or damage by fire and other hazards covered by the standard extended coverage endorsement and (ii) such other hazards or risks as the Trustees from time to time in their discretion shall determine to be appropriate, including, but not limited to, vandalism, malicious mischief, windstorm and water damage, earthquake, and boiler and machinery explosion or damage.

B. All policies of casualty or physical damage insurance shall, unless the same is not obtainable, provide: (a) that such policies may not be cancelled, terminated or substantially modified without at least twenty (20) days' written notice to the insured;(b) that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such election may not be exercisable without the approval of the Trustees and may not be exercisable if in conflict with the terms of the Trust or these By-Laws; (c) for waiver of subrogation as to any claims against the Trust, the Trustees, the manager, agents, employees, the Unit Owners and their respective employees, agents and guests; (d) for waivers of any defense based upon the conduct of any insured; and (e) in substance and effect that the insurer shall not be entitled to contribution as against any casualty insurance for which may be purchased separately by Unit Owners.

C. The Trustee or Trustees hereunder designated as Insurance Trustee or Trustees as aforesaid shall collect and receive all casualty loss insurance proceeds and shall hold, use, apply and disburse the same in accordance with applicable provisions of the following Section 4 of this Article V. with respect to losses which affect portions or elements covered by such insurance of more than one unit to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Trustees in their judgment, in a fair and equitable manner.

D. The Trustees shall also so obtain and maintain, unless the same is not obtainable, master policies of insurance with respect to the Common Elements for the benefit and protection of the Trustees and all of the Unit Owners, for: (a) comprehensive public liability; (b) workmen's compensation and employees liability with respect to any manager, agent, or employee of the Trust (c) such other risks as the Trustees in their discretion deem it appropriate to insure. All such insurance shall be in such amounts and form as the Trustees shall in their discretion deem appropriate, and shall, insofar as practicable, contain provisions as above set forth with respect to non-cancellation, waiver of subrogation, waiver of defense based on conduct of any insured, and non-contribution. Such insurance shall not cover the liability of any Unit Owner as to claims arising out of incidents occurring within his own Unit, but shall be the responsibility of each unit Owner to maintain public liability insurance therefore.

E. The cost of all such insurance obtained and maintained by the Trustees pursuant to the provisions of this Section shall be a common expense.

#### Section 4. Rebuilding and Restoration; Improvements.

In the event of any casualty loss to the trust property, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten per cent (10%) of the value of the Condominium immediately prior to the casualty, and shall notify all Unit Owners of such determination. If such loss as so determined does not exceed ten per cent (10%) of such value, the Trustees shall proceed, without notice to the Unit Owners, with the necessary repairs,

rebuilding, or restoration. If said casualty loss exceeds ten per cent (10%) of the value of the Condominium prior to the casualty, and:(a) If seventy-five per cent (75%) in interest of the Unit Owners do not agree within 120 days after the date of the casualty to proceed with repair or restoration, the Condominium, including all Units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of a partition sale, together with any common funds including the proceeds of any insurance, shall be divided in proportion to the Unit Owner's respective undivided ownership in the Common Elements. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A of the Massachusetts General Laws.

If fifty per cent (50%) or more, but less than seventy-five per cent (75%) in interest of the Unit Owners agree to make an improvement to the Common Elements, the cost of such improvements shall be borne solely by the unit Owners so agreeing. Seventy-five per cent (75%) or more in interest of the Unit Owners may agree to make an improvement to the Common Elements and assess the cost thereof to all unit Owners as a common expense; but if such improvement shall cost in excess of ten per cent (10%) of the then value of the Condominium, any Unit Owner not so agreeing may apply to the Superior Court of Hampshire County, on such notice to the Trust as the Court shall direct, for an order directing the purchase of his unit by the Trust as fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

#### Section 5. Rules and Regulations.

The Board of Trustees has adopted the Rules and Regulations set forth in Schedule A annexed hereto and made a part of this Trust, governing the details of the operation and use of the Common Elements, and containing such restrictions on and requirements respecting the use and maintenance of the Units and the Common Elements as are consistent with the provisions of the Master Deed, and designed to prevent unreasonable interference with the use by the Unit Owners of their units and of the Common Elements.

By vote of a majority in number of the Board of Trustees, the Board of Trustees may at any time and from time to time amend, modify and rescind the Rules and Regulations.

#### Section 6. Meetings.

A. The Board of Trustees shall meet annually on the date of (and immediately following) the annual meeting of the Unit owners, and at such meeting shall elect the Chairman, Treasurer, and Secretary hereinbefore provided for. Other meetings may be called by the Chairman and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting, stating the place, day and hour thereof, shall be given at least four (4) days before such meeting to each member of the Board of Trustees. One-half (1/2) of the number of Trustees shall constitute a quorum at all meetings, and such meetings shall be conducted in accordance with such rules as the Board of Trustees may adopt.

B. Commencing with the calendar year 2018, there shall be an annual meeting of the Unit Owners on the second Tuesday in May, at 6:00 P.M., at the Condominium premises or at

such other reasonable place and time as may be designated by the Board of Trustees by written notice given to the unit Owners at least fourteen (14) days prior to the date so designated. Special meetings of the Unit Owners may be called by The Board of Trustees or by the Unit Owners upon the written request of unit Owners entitled to more than thirty-three per cent (33%) of the beneficial interest hereunder. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Board of Trustees to the unit Owners at least fourteen (14) days prior to the date so designated. At the annual meeting of the unit Owners, the Board of Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Board of Trustees proposes to submit to the unit Owners any matter with respect to which approval of or action by the unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter. A quorum of unit Owners shall consist of the holders of at least fifty per cent (50%) of the beneficial interest hereunder.

#### Section 7. Notices to Unit Owners.

Every notice to any Unit Owner required under the provisions hereof, or which may be deemed by the Trustees necessary or desirable in connection with the execution of the trust created hereby or which may be ordered in any judicial proceeding, shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such Unit Owner by leaving such notice with him at his residence in the Condominium or by mailing it, postage prepaid, addressed to such Unit Owner at his address as it appears upon the records of the Trustees, at least five (5) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given, or such longer period of time as may be required by the specific terms of this instrument. Unit Owners may waive notice by duly executing an appropriate waiver of notice.

#### Section 8. Inspection of Books; Reports to Unit Owners.

Books, accounts and records of the Trustees shall be open to inspection to anyone or more of the Trustees and the Unit Owners at all reasonable times. The Trustees shall as soon as reasonably possible after the close of each fiscal year, or oftener if convenient to them, submit to the Unit Owners a report of the operations of the Trustees for such year, which shall include financial statements in such summary form and only in such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees, given by registered or certified mail within a period of one (1) month of the date of receipt by him, shall be deemed to have assented thereto.

#### Section 9. Checks, Notes, Drafts, and Other Instruments.

Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any two (2) Trustees, or by any person or persons (who may be one of the Trustees) to whom such power may at any time or from time to time be designated by not less than a majority of the Trustees.

Section 10. Seal.

The seal of the Trustees shall be circular in form, bearing the inscription: **THE COLUMNS AT ROCKWELL PLACE CONDOMINIUM**, but such seal maybe altered by the Trustees, and the Trustees may, at any time or from time to time, at their option, adopt a common or wafer seal which shall be valid for all purposes.

Section 11. Fiscal Year.

The fiscal year of the Trust shall be the calendar year.

Section 12. Maintenance of Units.

The Unit Owners shall be responsible for the proper maintenance and repair of the interior of their respective Units. If a majority of the Trustees shall at any time in their reasonable judgment determine that the interior of a Unit is in such need of maintenance, painting or repair that the market value of an adjacent unit or units is being adversely affected, or that the condition of a Unit or any fixtures, furnishing, facility or equipment thereof is hazardous to any Unit or the occupants thereof, the Trustees shall in writing request the Unit Owner to perform the needed maintenance, painting or repair, or otherwise to correct the hazardous condition, and in case such work shall not have been commenced within fifteen (15) days (or such reasonably shorter period in case of emergency, as the Trustees shall determine) of such request and brought to diligent completion, the Trustees shall be entitled to have access to the Unit and to have the work performed for the account of such Unit Owner whose Unit is in need of work, and the cost thereof shall constitute a lien upon such Unit, and such unit Owner shall be personally liable therefore, provided that the lien thus created shall be subordinate to first mortgages of record.

**ARTICLE VI****Rights and Obligations of Third Parties Dealing with the Trustees, Limitation of Liability**

Section 1. No purchaser, mortgagee, lender, or other person dealing with the Trustees as they then appear of record in said Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees hereunder or be affected with any notice, implied or actual, otherwise than by a certificate thereof, and such record or certificate shall be conclusive evidence of the personnel of said Trustees and of any changes therein. The receipts of the Trustees, or anyone or more of them, shall be effectual discharges there from to the persons paying or delivering the same and no person from whom the Trustees, or any one or more of them, shall receive any money, property or other credit, shall be required to see to the application thereof. No purchaser, mortgagee, lender, or other person dealing with the Trustees or with any real or personal property which then is or formerly was the trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed or otherwise as to the purpose or regularity of any of the acts of the Trustees or anyone or more of them purporting to be done in pursuance of any of the provisions or powers herein contained, or as to the regularity of the resignation or appointment of any Trustee, and any instrument of appointment of a new Trustee or discharge of a Trustee purporting to be executed by the Trustees, unit Owners or other persons

herein required to execute the same, shall be conclusive evidence in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation or appointment or the occasion thereof.

Section 2. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking obligation, covenant, or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceedings, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with, or having any claim against the Trustees, shall look only to the trust property for payment under such contract or claim, or for the payment of any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefore provided, however, that nothing herein contained shall be deemed to limit or impair the liability of the unit Owners under the provisions of Section 7 of Article III hereof or under the provisions of said Chapter 183A.

Section 3. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express reference shall have been made to this instrument.

Section 4. This Declaration of Trust and any amendments thereto and any certificate herein required to be recorded, and any other certificate or paper signed by said Trustees or any of them which it may be deemed desirable to record, shall be recorded with said Registry of Deeds and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the trust property, or any beneficiary hereunder, shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with said Registry of Deeds. Any certificate signed by the Trustees in office at the time, setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Registry of Deeds, shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by any Trustee hereunder, or by a majority of the Trustees hereunder, setting forth the existence of any facts the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustee or majority, as the case may be, shall, as to all persons acting in good faith in reliance thereon, be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

## ARTICLE VII Amendments and Termination

Section 1. The Trustees, with the consent in writing of Unit Owners entitled to more than seventy-five percent (75%) of the beneficial interest hereunder, may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change shall be valid or effective: (a) which is made without the consent of the Declarant prior to the date six (6) months from the day on which the Declarant ceases to be entitled to any of the beneficial interest hereunder; (b) according to the purport of which the percentage of the beneficial interest hereunder of any Unit Owner would be altered, other than by consent of all of the Unit Owners, or in any manner or to any extent whatsoever modified or affected so as to be different than the percentage of the individual interest of such unit Owner in the Common Elements as set forth in the Master Deed; or (c) which would render this Trust contrary or inconsistent with any requirements or provisions of said Chapter 183A. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this Section shall become effective upon the recording with said Registry of Deeds of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds, by the Trustees setting forth in full the amendment, alteration, addition, or change, and reciting the consent of the Unit Owners herein required to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition, or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons, and for all other purposes.

Section 2. The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure therefore set forth in said Chapter.

Section 3. Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of said Chapter 183A, sell and convert into money the whole of the trust property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them which shall be conclusive, all other property then held by them in trust hereunder to the Unit Owners according to their respective percentages of beneficial interest, as shown in Exhibit D of the Master Deed. In making any sale under the provisions of this Section 3, the Trustees shall have the power to sell or vary any contract of sale and resell without being answerable for loss, and, for said purposes, to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of trust property may have passed.

## **ARTICLE VIII**

### **Sale of Units**

Section 1. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests (as hereinafter defined) it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the unit to which such interests are appurtenant, or as part of a sale, transfer, or other disposition of such part of the Appurtenant Interests of all Units.

"Appurtenant Interests", as used herein, shall include: (i) the undivided interest of a unit Owner in the Common Elements, (ii) the exclusive license and or easement of a Unit Owner for one or more porches, decks, exterior stairways and stoops, provided, however, that Unit Owners shall have an exclusive license or easement to (iii) the interest of such Unit Owner in any Units theretofore acquired by the Trustees, or their designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (iv) the interest of such unit Owner in any other assets of the Trust.

Section 2. Financing of Purchase of units by Trustees. With the prior approval of a majority in interest of the Unit Owners, the Trustees may acquire Units of the Condominium. Acquisition of Units by the Trustees may be made from any funds in the hands of the Trustees; or if such funds are insufficient, the Trustees may levy an assessment against each Unit Owner in proportion to his beneficial interest, as a common charge; or the Trustees, in their discretion, may borrow money to finance the acquisition of such units, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Units with Appurtenant Interests so to be acquired by the Trustees.

Section 3. Waiver of Right of Partition. In the event that a unit shall be acquired by the Trustees, all unit Owners shall be deemed to have waived all rights of partition with respect to such Unit or units as are acquired by the Trustees.

Section 4. Payment of Assessments. No Unit Owner shall convey, mortgage, pledge, hypothecate sell, or lease his Unit unless and until he shall have paid in full to the Trustees all unpaid common charges theretofore assessed by the Trustees against his Unit and until he shall have satisfied all unpaid liens against such Unit.

## **ARTICLE IX**

### **Improvements to Units**

Except for purely cosmetic changes to the interior of a Unit, no Unit Owner shall make any addition, alternations or improvement in or to his Unit or to any portion of the Common Areas to which he has an exclusive use, which may affect the appearance, structure or mechanical systems of the Condominium without the prior written consent thereto of the

Trustees (including without limitation all load bearing walls). The Trustees shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement within thirty (30) days after receipt of the request, and failure to do so within this time period shall constitute consent of the Trustees.

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

All additions, alterations or improvements to any Unit (whether or not affecting the structural or mechanical systems of the Condominium) shall be performed in compliance with all applicable laws, regulations and codes, and when required thereby, by licensed contractors, and shall be completed in a good and workmanlike manner. Each Unit Owner and his contractors shall cooperate with the Trustees and other Unit Owners so as not to unduly inconvenience or disturb the occupants of the Condominium. The cost of any work being performed by or for a Unit Owner shall be charged solely to such Unit Owner.

## ARTICLE X Miscellaneous

Section 1. Notices to Mortgagees. The Trustee will, upon written request of a mortgagee of any Unit, notify in writing said mortgagee of any default in the performance by the Unit Owner of any obligations under the Condominium documents which is not cured within sixty (60) days.

Upon written request to the Trustees as agents of the Trust, identifying the name and address of the holder, insurer or guarantor and the Unit number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

- A. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable.
- B. Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such eligible insurer or guarantor, which remains uncured for a period of sixty (60) days.
- C. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.



D. Any proposed action which would require the consult of a specified percentage of eligible mortgage holders as provided in this Trust.

Section 2. Votes of Mortgagees. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by eligible holders holding mortgages on Units which have at least seventy-five (75%) percent of the Beneficial Interest of Units subject to eligible holder mortgages.

Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium must require the approval of eligible holders holding mortgages on Unit estates which have at least seventy-five (75%) percent of the Beneficial Interest of Units subject to eligible holder mortgages.

No reallocation of interests in the common areas resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of eligible holders holding mortgages on all remaining Units whether existing in whole or in part, and which have at least fifty-one (51%) percent of the Beneficial Interest of such remaining Units subject to eligible holder mortgages.

Unless holders of mortgages on Units which have at least seventy-five (75%) percent of the Beneficial Interest of Units subject to holders mortgages, and owners of at least seventy-five (75%) percent of the Beneficial Interest in the Condominium Units have given their prior written approval, the Trust shall not be entitled to:

- A. By act or omission, to abandon or terminate the Condominium;
- B. Change the pro rata interest or obligations of any individual Condominium Unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation award; or (2) determining the pro rata share of ownership of each Condominium Unit in the Common Elements;
- C. Partial or subdivide any Condominium Unit, EXCEPT that Unit Owners may subdivide their Units provided that (1) such subdivision conforms with the Zoning Ordinance of the City of Northampton and other applicable laws, (2) that the Condominium Master Deed and Declaration of Trust are appropriately amended, (3) that the sum of the Beneficial Interests of the Units so created shall not exceed the Beneficial Interest of the original Unit so divided, and (4) that the expenses of obtaining zoning approvals and of amending the Condominium Master Deed, Declaration of Trust and all other documents, if any, shall be paid by the subdividing Unit Owner or Owners;
- D. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause.)

E. Use hazard insurance proceeds for losses to any Condominium property (whether or Units or to Common Elements) for other than repair, replacement or reconstruction of such Condominium property, except as provided by statute in case of substantial loss to the Units and/or Common Elements of the Condominium.

A mortgagee who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

Section 3. Priority of Liens. All taxes, assessments, and charges which may become liens prior to a first mortgage on any Unit under local law shall relate only to the individual Condominium Units and not to the assessments or other charges, fees, fines or interest, which shall be subordinate to the lien of a first mortgagee of any Unit.

No provision of this Declaration of Trust, Master Deed or Unit Deed or amendment thereto shall give a Unit Owner, or any other party, priority over any rights of the first mortgagee of the Condominium Unit, pursuant to its mortgage in the case of a distribution of such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

Section 4. Severability. The invalidity of any provision of this Declaration of Trust shall not be deemed to impair or affect the validity of the remainder of the Trust and in such event, all of the other provisions of the Trust shall continue in full force and effect as if such invalid provisions had never been included herein.

## **ARTICLE XI Disputes**

Any unit Owner aggrieved by any decision or action of the Trust in the administration of the Condominium may, within thirty(30) days of the decision or action of the Trust, appoint an arbitrator who shall be a member of the American Arbitration Association with not less than seven (7) years experience as an arbitrator with ten (10) days after notice of such appointment, the Trust shall appoint another such arbitrator, and the two so chosen shall within ten (10) days thereafter choose a third such arbitrator. A majority of such arbitrators shall be entitled to decide any such matter, and their decision shall be rendered within thirty (30) days of the appointment of the third arbitrator. Such decision, subject to Chapter 251 of the General Laws of Massachusetts, as from time to time amended, shall be final and conclusive on all persons.

## **ARTICLE XII Construction and Interpretation of Documents**

In the construction hereof, whether or not so expressed, words used in the singular or in the plural, respectively, include both the plural and singular words denoting males include females; and words denoting persons include individuals, firms, associations, companies (joint, stock or otherwise), trusts and corporations; unless a contrary intention is to be inferred from or required by the subject matter or context. The captions of Articles and Sections are inserted only

for the convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation, or effect hereof.

All of the trusts, powers, and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts.

*[signature page to follow]*

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

*J. Rockwell Allen*  
\_\_\_\_\_  
J. ROCKWELL ALLEN, Trustee

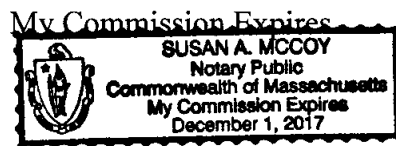
COMMONWEALTH OF MASSACHUSETTS

SS. Hampden

Date: JULY 28, 2017

On this 28 day of JULY, 2017, before me, the undersigned Notary Public, personally appeared J. ROCKWELL ALLEN provided to me through satisfactory evidence of identification, which were known to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee of THE COLUMNS AT ROCKWELL PLACE CONDOMINIUM TRUST.

*[Signature]*  
\_\_\_\_\_  
Notary Public



**SCHEDULE A**  
**Rules and Regulations**  
**of**  
**The Columns at Rockwell Place Condominium Trust**

Incorporated into and made a part of the COLUMNS AT ROCKWELL PLACE CONDOMINIUM TRUST:

The Columns at Rockwell Place Condominium (the "Condominium") in Northampton Massachusetts has been created with the objective of providing environmentally friendly, up-scale residential living, within the Village Hill community. In order to accomplish this objective, the Trustees responsible for the administration, operation and maintenance of the Condominium pursuant to the By-Laws of the Condominium Association via the Condominium Trust have adopted the Rules and Regulations set forth below.

In order for the Unit Owners to better understand the Rules and Regulations, the defined terms used in the Master Deed of the Condominium and the Condominium Trust as used herein with the same meanings as used in said documents, except that, whenever these rules and regulations impose a duty or obligation upon a Unit Owner or a rule which a Unit Owner is to observe, obey and comply with, the term "Unit Owner" as defined in the Master Deed, and in addition, when the concept permits, shall include all family members, guests and invitees thereof, and any occupants of Units in the Condominium.

The Rules and Regulations may not please everyone, as it is impossible to satisfy each and every individual. The Trustees, however, feel that the Rules and Regulations will not only satisfy the great majority of the occupants of the Condominium, but will enhance the experience of all persons living in the Condominium.

The Rules and Regulations shall be as follows:

1. No use shall be made of the Common Elements except as permitted by the Board of Trustees.
2. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board of Trustees.
3. Nothing shall be done or kept in the Common Elements which increase the rate of insurance of the Condominium, or contents thereof, applicable for residential use, without the prior written consent of the Board of Trustees. No Unit Owner shall permit anything to be done, or kept in the Common Elements which will result in the cancellation of insurance on the Condominium, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.
4. Unit Owners shall not cause or permit anything to be placed on the outside walls or doors of the Condominium, and no sign, awning, canopy, shutter, or radio or television antenna shall be affixed to or placed upon the exterior walls or doors,

roofs, or any part thereof, or exposed on or any window, without the prior consent of the Board of Trustees and the Directors of the Village Hill North Association.

5. Unit Owners will not be allowed to put their names on any building or Common Element. Management will plan Unit Owner's names on mailboxes provided for the use of the unit occupied by the unit Owners respectively.
6. No offensive activity shall be carried on in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit Owners or occupants. No unit Owner shall make or permit any disturbing noises by such Unit Owner or by such unit Owner's family, servants, employees, agents, visitors, lessees, and licensees, nor do or permit by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.
7. The volume of television sets, radios, musical instruments and the like shall be turned down between the hours of 11:00 pm and 7:00 am and shall, at all times, be kept at a sound level which will not disturb the occupants of neighboring units.
8. Nothing shall be done in, on or to the Common Elements which will impair the structural integrity of the buildings or which would structurally change the buildings without the prior written consent of the Board of Trustees.
9. No clothes, clotheslines, sheets, blankets, laundry, or any kind of other articles shall be hung out of a Unit or exposed on any part of the Common Elements. The Common Elements shall not be obstructed and shall be kept free and clear of all rubbish, debris, and other unsightly materials.
10. Except in areas designated by the Board of Trustees, there shall be no parking of motor vehicles, playing, lounging or parking of baby carriages or playpens, bicycles, wagons, toys, benches or chairs, on any part of the Common Elements, except that roads, bike path, parking areas and driveways may be used for their normal and intended purposes.
11. "For Sale", "For Rent", "For Lease" signs or other window displays or advertising shall not be maintained or permitted in any part of the Condominium or in any Unit therein. The right is reserved by the Declarant or its agents, to place "For Sale", "For Rent", or "For Lease" signs on any unsold or unoccupied Units or on any part of the Common Elements of the buildings.
12. Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Board of Trustees.
13. The Common Elements shall not be decorated or furnished by any unit Owner in any manner without the prior written consent of the Board of Trustees.

14. The agents of the Board or the managing agent, and any contractor or workman authorized by the Board of Trustees or the managing agent, may enter any room or unit in the buildings at any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such Unit and for the purpose of performing work.
15. All window coverings visible shall be white material or white finish only, no visible colors or patterns permitted. Rugs or mops shall not be shaken or hung from or on any of the windows or doors. Garbage cans shall not be placed outside of any unit. Garbage and refuse from the units shall be disposed of only at such times and in such manner as the Board of Trustees may direct.
16. No repairing of automobiles shall take place within the Condominium, nor shall driveways be used for any purpose other than to park motor vehicles and bicycles, excluding specifically, trucks greater than a 3/4 ton pickup and commercial vehicles, without the prior written consent of the Board of Trustees. Notwithstanding the foregoing, in cases of emergency, commercial vehicles may be parked within the Condominium. No Unit Owner shall park more than two (2) motor vehicles within the Condominium, without the prior written consent of the Board of Trustees.
17. If any key, or key fobs (collectively "Keys") are entrusted by a unit Owner or occupant or by any member of such Unit Owner's family, or by such unit Owner's agent, servant, employee, licensee, lessee or visitor, to an employee of the Board of Trustees, whether for such Unit or an automobile, truck, or other item of personal property, the acceptance of the Keys shall be at the sole risk of such Unit Owner or occupant, and the Board of Trustees shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.
18. The Board of Trustees, or its designated agent, may retain a pass key to each Unit.
19. The use of the Common Elements, by unit Owners, as well as the safety and maintenance of all personal property of the Unit Owners kept in such areas and in the units themselves, shall be the responsibility and at the sole risk of the respective Unit Owners, and neither the Trustees nor their respective agents, servants, employees, successors or assigns, shall bear any responsibility therefore.
20. The Rules and Regulations are in addition to the rules and regulations of the Village Hill North Association, as amended from time to time, and such rules and regulations are incorporated herein in their entirety. In the event of any conflicts between these Rules and Regulations and the rules and regulations of Village Hill North Association, the rules and regulations of Village Hill North Association shall control.

21. Each Unit Owner assumes responsibility for such Unit Owner's own safety and that of such unit Owner's family, guest, agents, servants, employees, licensees and lessees.
22. Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by the Board of Trustees.
23. Each Unit shall be permitted to have up to two (2) dogs, cats or other household pets, each such pet not to exceed thirty-five (35) pounds in weight provided that (1) they are not kept, bred, or maintained for any commercial purpose; (ii) any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon ten (10) days' written notice from the Trustees; (iii) no pet shall be permitted in Common Areas of Facilities unless carried or on a leash; and (iv) said Unit Owner shall be responsible for the proper maintenance of any Common Areas and Facilities as required due to use by such animal.
24. The Trustees may charge to a Unit Owner any damage to the mechanical, electrical or other building service system of the Condominium caused by such Unit Owner by misuse of those systems.
25. There shall be no storage of bicycles other than in designated bicycle storage areas on bike racks, or in a Unit Owner's Unit.
26. There shall be no smoking on the premises at any time. The Columns at Rockwell Place is a no-smoking community, and no one, including Unit Owners, residents, and guests shall smoke on the premises.
27. All deliveries of large items, such as furniture and appliances, workmen and other commercial access to the building shall be via the west garden entrance only, during the hours of 9:00 am and 5:00 pm daily, upon forty-eight (48) hours advanced notice to the property manager. No deliveries or trucks shall be permitted at the front entrance. Loading/unloading to be via northwest short term parking access.
28. These Rules and Regulations may be amended from time to time as provided in the Trust.
29. These Rules and Regulations are in addition to the rules and regulations of the Village Hill North Association, as amended from time to time, and such rules and regulations are incorporated herein in their entirety. In the event of any conflict between these Rules and regulations and the rules and regulations of the Village Hill-North Association, the rule and regulations of the Village Hill-North Association shall prevail.