



2005 00033291

Bk: 8530Pg: 245 Page: 1 of 31  
Recorded: 11/23/2005 10:34 AM

**DECLARATION OF TRUST**

THIS DECLARATION OF TRUST made as of the 10<sup>th</sup> day of November, 2005, by Haakon, LLC, of 19 Union Street Northampton, Massachusetts (hereinafter called the "Declarant").

**WITNESSETH:**

**ARTICLE I.**

**Name of Trust**

The Trust hereby created shall be known as "Lemuel Blood Condominium Trust" and under that name, so far as legal, convenient, and practicable, shall all business carried on by the Trustees be conducted and shall all instruments in writing by the Trustees be executed. The business address of the Trust shall be 19 Union Street Northampton, Massachusetts 01060.

**ARTICLE II.**

**The Trust and Its Purpose**

Section 1. All of the rights and powers in and with respect to the common areas and facilities (hereinafter called the "Common Elements") of the Lemuel Blood Condominium (hereinafter called the "Condominium"), established by a Master Deed (hereinafter called the "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 Trustees of this Trust, IN TRUST to exercise manage, administer, and dispose of the same and to receive the income therefrom 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, as provided in Article IV, Section 1 hereof and in accordance with the provisions of said Chapter 183A.

This Trust is the organization of the Unit Owners established pursuant to the provisions of said Chapter 183A for 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) or more individuals, chosen by the Declarant, acting through Lisa C. Gustavsen, its manager, to serve for a term which shall expire at the annual meeting of Unit Owners in 2006 or 60 days after all units of the condominium have been conveyed to Unit Owners whichever first occurs. The initial Trustee named herein, is Lisa C. Gustavsen of Northampton, Massachusetts (hereinafter called the "Trustee"), which term or its plural, 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, whenever the context so permits. Any vacancy in the office of a Trustee appointed by the Declarant shall be filled by the Declarant.

After the expiration of the term of the Trustee chosen by the Declarant each Unit shall be entitled to representation on the Board of Trustees. The record owner or owners of each Unit shall by virtue of their ownership become Trustees, however each Unit shall be entitled to only one Trustee vote regardless of the number of owners it may have. The Trustee vote of each Unit may be exercised by any one of the Unit Owners for that particular 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 designate any one of such owners for such purposes. At any meeting in which a voting Trustee is absent and has not designated by

written proxy another Trustee to exercise his voting rights, the Board of Trustees may designate any other Trustee, who shall also be a co-owner of the same Unit as the absent Trustee.

At all meetings of Unit Owners, as to Units owned by the Declarant, the Declarant shall be entitled to the same voting rights as any other Unit Owners.

The Board of Trustees shall consist of not fewer than one (1) owner Trustee.

The appointment to the Board of Trustees by a Unit Owner shall become effective after the expiration of the term of the Trustee chosen by the Declarant, and upon the recording with Hampshire County Registry of Deeds of the Unit Deed into such Trustee, and such person shall then be and become such Trustee and all Trust property shall vest in said Trustee, as Trustee of this Trust, IN TRUST, as aforesaid, without the necessity of any act of transfer or conveyance.

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 Paragraph A of Section 6 of Article V. The Trustees may also act without a meeting by an instrument signed by a sufficient number of Trustees to constitute a quorum as provided in Paragraph A of Section 6 of Article V.

Notwithstanding the preceding language, any instrument signed by a majority of those Trustees appearing from the records of the Registry of Deeds to be such shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that the execution and delivery of that instrument was duly authorized by all Trustees.

In the event of a deadlock on any issue, the Trustees shall participate in mediation in an attempt to break the deadlock. In the event the deadlock cannot be broken any interested party may bring appropriate legal action in a court of competent jurisdiction.

Section 3. Any Trustee may resign at any time by an instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds, and such resignation shall take effect upon the recording of such instrument with said Registry of Deeds.

Section 4. No Trustee hereinbefore named or appointed as hereinbefore provided shall under any circumstances or in any event be 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 the existence of any personal interest or gain, or by reason of anything except his own personal and willful malfeasance and default.

Section 5. 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 Trustee's 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 so dealing or contracting or being so interested be liable to account for any profit realized by such dealing, contract, or arrangement entered into in respect of this Trust in which any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by 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 entering into the dealing, contract, or arrangement.

Section 6. 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 good faith execution of their fiduciary duties hereunder, including, without limitation, liabilities in contract and in tort and liabilities for damages, penalties, and fines. The Trustees may purchase insurance against such liabilities, however, to the extent they shall determine is reasonable and necessary, and the cost thereof shall be a common expense of the Condominium. Each Unit Owner shall be personally liable for all sums lawfully assessed for his share of the common expenses of the Condominium and for his proportionate share of any claims involving the Trust property in excess thereof.

Section 7. The Trustees may elect from their number, at the annual meeting of the Trustees, a Chairman, Treasurer, and Secretary, who shall have such duties as are determined by the Trustees.

Section 8. With the approval of the Trustees, each Trustee may receive such reasonable remuneration for his services and also additional reasonable remuneration for extraordinary or unusual services, legal or otherwise, rendered by him or her in connection with the Trust, all as shall from time to time be fixed and determined by the Trustees, and such remuneration shall be a common expense of the Condominium. Every Trustee chosen by the Declarant agrees to serve without compensation.

#### ARTICLE IV.

##### Beneficiaries and the Beneficial Interest in Trust

Section 1. The beneficiaries shall be the Unit Owners of the Condominium, for the time being. The beneficial interest of 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 the Master Deed, which Deed is incorporated herein by reference with the same force and effect as though fully set forth in the body of this instrument. The beneficiaries or Unit Owners shall collectively be known either as the Association or the Owners' Association.

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.

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 name 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 any one 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 those which 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. Operation, care, upkeep, maintenance, and replacement of the Common Elements;
- B. Determination of the common expenses and special 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 and special common charges from the Unit Owners;
- D. Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;
- E. Adoption and amendment of rules and regulations covering the details of the operation and use of the Condominium;
- F. Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor;
- G. Leasing, managing, and otherwise dealing with the 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 a 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;

K. The Board of Trustees shall have the power to enforce obligations of Unit Owners and shall have the power to levy fines against the Unit Owners for violations of reasonable rules and regulations established by the Trustees to govern the conduct of the Unit Owners. No fine may be levied for more than \$50.00 for any one violation, but for each day a violation continues after notice, it shall be considered a separate violation. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were common charges owed by the particular Unit Owner or Unit Owners. In the case of persistent violations of the rules and regulations by a Unit Owner, the Trustees shall have the power to require such Unit Owner to post a bond to secure adherence to the rules and regulations;

L. Grant or relocate permits, easements, and licenses on, over, and under the Common Elements;

M. Enter into management contracts for the management of the Common and Limited Common Elements;

N. To do anything and everything else necessary and proper for the sound management of the Condominium;

O. To borrow money and execute notes and grant pledges or security interests of mortgages to secure said notes; and

P. To compromise claims and settle claims and process insurance claims.

## Section 2. Common Expense, Profits and Funds

A. Commencing with the date of recording of his Unit Deed, each Unit Owner shall be liable for common expenses of the Condominium according to his respective percentage of undivided interest in the Common Elements as set forth in the Master Deed. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees shall set aside common funds of the Condominium as reserve or contingent funds maintained out of regular assessments for common expenses and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or subject to the provisions of the following Section 3, for periodic maintenance, repair, replacement, rebuilding, or restoration of the Common Elements or for improvements thereto, and the funds so set aside shall not be deemed

to be common profits available for distribution. Condominium charges shall include an adequate reserve fund for maintenance, repairs, and replacement of those Common Elements that must be replaced on a periodic basis and shall be payable in regular installments rather than by special assessments. The expense for any Common Element which benefits one or more Unit Owners significantly more so than all the other Unit Owners, shall, to the extent that it pays for such added benefit, be allocated as a special common expense to those most benefited Unit Owners. The allocation shall be determined by a majority of the Trustees, and that portion of the expense which has not been allocated as a special common expense shall be treated in the same manner as all other common expenses. Any common expense or portion thereof, to the extent that it may be attributable, for any reason, to one or more Unit Owners, shall be allocated as aforesaid as a special common expense. Any special common charge not expended may either be held as a special common expense reserve for the benefit of the Unit Owner from whom it was collected, or it may be returned to such Unit Owner. In no event, however, may such excess be distributed as a common profit.

Additionally, a working capital fund must be established for the initial months of the project operation equal to at least two months' estimated common and special common charges for each Unit. Each Unit's share of the working capital fund must be collected and transferred to the Trustees as agents for the Association at the time of closing of the sale of each Unit and maintained in a segregated account for the use and benefit of the Association. The contribution to the working capital fund for each unsold Unit shall be paid to the Association within 60 days after the date of the conveyance of the first Unit. The purpose of the fund is to insure that the Trustees will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments;

B. 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 and special 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 (1/12) of his share of the estimated common



expenses and special common expenses monthly in advance on the first day of each month. In the event that the Board of Trustees in the reasonable opinion of the Trustees shall determine that a special common expense is likely to be incurred, the Board of Trustees shall make a supplemental assessment or assessments and render statements therefor in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The 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 shall 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 Board of Trustees may assess a late charge of \$25.00 per month, if the amount due is not paid by the 10<sup>th</sup> day of each month, for each month that the amount due remains unpaid. The amounts due hereunder, together with the late charges, shall constitute a lien on the Unit of the Unit Owner assessed pursuant to the provisions of Section 6 of said Chapter 183A;

C. The Board of Trustees shall expend common and special common funds only for common and special common expenses, respectively and for other lawful purposes permitted hereby and by the provisions of said Chapter 183A;

D. In the event of default by a Unit Owner in paying to the Condominium Trust the common and special common charges as determined by the Board of Trustees, such Unit Owner shall be obligated to pay the above-described late charges, together with all expenses, including attorney's fees, incurred by the Board of Trustees in any proceeding brought to collect such unpaid common or special common charges. All such unpaid common or special common charges shall constitute a lien to the extent provided by law. The Board of Trustees shall have the right and duty to attempt to recover such common or special common charges, together with late charges and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against such Unit Owner or by the foreclosure of the lien on such Unit as provided by law; and

E. As to unsold Units, the Declarant shall pay full assessments levied thereon commencing no later than 60 days after conveyance of the first Unit.

Section 3 Insurance.

The Trustees shall review insurance coverage at least annually in order to ascertain the adequacy of such coverage.

The Trustees shall determine the size of any deductible and shall determine the responsibility for funding the deductible in fair and equitable manner as to each loss.

The Trustees shall obtain and maintain to the extent obtainable and permitted by applicable law a multi-peril, all-risk type insurance policy, including fire and extended coverage and all other coverage, in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location, and use, insuring the Condominium, including without limitation common areas and facilities, all of the Units with all fixtures, additions, alteration, and improvements thereof, but not including any furniture, furnishings, household, and personal property belonging to and owned by individual Unit Owners, in an amount not less than one hundred percent (100%) of the insurable value thereof (based upon replacement cost) as determined by the Trustees at least annually, such insurance to name the Trustees as Insurance Trustees for use and benefit of all Unit Owners, with loss payable to and adjusted by the Trustees as Insurance Trustees in accordance with the provisions of these By-Laws with such deductibles as determined by the Trustees in their sole reasonable discretion.

Such policy shall contain the standard mortgagee clause commonly accepted by private institutional mortgage investors in the area in which the Condominium is located, which policy shall be endorsed to provide that any proceeds shall be paid to the Trustees for the use and benefit of mortgagees as their interests may appear.

Agreed amount and inflation guard endorsements are required, if available.

If the Condominium is now or should ever become located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards, a "blanket" policy of flood insurance on the Condominium shall be maintained in the amount of 100% of current replacement cost of the Units and Common Elements comprising the

Condominium or the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended, whichever is less.

Policies for such casualty insurance shall provide: (a) that the insurer waives any right of subrogation against the Trust, the Trustees, their agents and employees, Unit Owners, and their respective employees, agents, tenants and guests; (b) that the insurance shall not be prejudiced by any act or neglect of any Unit Owners or occupants or any other person or firm (including employees and agents of Trustees of the Trust) when such act or neglect is not within the control of the Trustees and the Trust (or Unit Owners collectively); (c) that such policies may not be cancelled or reduced without at least thirty (30) days prior written notice to the Insurance Trustees, all Unit Owners, and the first mortgagees of the Units; (d) that the insurer shall not be entitled to contribution as against any insurance obtained by individual Unit Owners covering their own Units; (e) if available, that the insurer shall waive any right it may have under the policy to repair or restore damage should the Unit Owners elect to terminate the Condominium because of such damage; (f) that notwithstanding any provisions hereof 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 said Chapter 183A, the Trust, or these By-Laws; (g) for waivers of any defense based upon the conduct of any insured; and (h) for recognition of any Insurance Trust Agreement.

Certificates of insurance, with proper mortgagee endorsements, when requested, shall be issued to the Owners of each Unit.

Each Unit Owner shall have the duty to promptly report to the Trustees in writing any improvements made by the Unit Owner to his Unit so that the Trustees may obtain necessary additional insurance coverage as required by the By-Laws, and the Unit Owner shall pay the cost of the additional insurance, if any, resulting from said improvements. If, in the event of a casualty loss, the cost of repair and restoration of the Condominium exceeds the available insurance proceeds and such excess is the result of a lack of insurance coverage caused by the failure of a Unit Owner to notify the Trustees of improvements made by him to his Unit as provided in the preceding sentence, the excess cost resulting from such failure shall be borne solely by the Unit Owner so failing to report the same. The extent to which the cost in excess of insurance proceeds

is attributable to a Unit Owner failing to report improvements as aforesaid shall be determined by the Trustees.

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 this Article.

With respect to losses which affect portions or elements covered by such insurance of a Unit or of more than one Unit to substantially the same or to different extents, the proceeds relating thereto shall be used, applied, and disbursed by the Trustees in a fair and equitable manner.

The Trustees shall obtain and maintain, to the extent obtainable and permitted by applicable law, a comprehensive policy of public liability insurance in such limits as the Trustees may from time to time determine, but at least in the amount of \$300,000.00 per occurrence for personal injury and/or property damage covering the Trust, each Trustees, the managing agent, the manager, and each Unit Owner with respect to liability arising out of ownership, maintenance, or repair of those portions of the Condominium not reserved for exclusive use by the Owner or Owners of Units, such insurance to provide for cross claims by the co-insureds. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Trustees or other Unit Owners. Coverage shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance, or use of the Common Elements, and legal liability arising out of law suits related to employment contracts of the Association.

The scope of coverage shall include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location, and use. Such policies must provide that they may not be substantially modified or cancelled by any party without at least thirty (30) days prior written notice to the Association and each first mortgagee listed as such in the insurance policy.

The Trustees shall also obtain and maintain, to the extent obtainable and permitted by applicable law, workers' compensation and employees', liability insurance with respect to any manager, agent, or employee of the Trust, but excluding any independent agent or manager, and insurance against such other risks as the Trustees in their discretion deem appropriate. All such insurance shall be in such amounts and forms as the Trustees shall in their discretion deem appropriate and shall, insofar as practicable, contain provisions as above set forth with respect to noncancellation, waiver of subrogation, waiver of defense based on conduct of any insured, and noncontribution.

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

**Section 4. Rebuilding and Restoration; Improvements; Condemnation.**

A. 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 percent (10%) of the value of the Condominium immediately prior to the casualty and shall notify all Unit Owners of such determination.

1. If such loss as so determined does not exceed ten percent (10%) of such value, the Trustees shall proceed, without notice to the Unit Owners, with the necessary repairs, rebuilding, or restoration.
2. If said casualty loss exceeds ten percent (10%) of the value of the Condominium prior to the casualty, then:

(a) If seventy-five percent (75%) of the Unit Owners do not agree within one hundred and twenty days 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 Owners'

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.

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

B. With regard to improvements:

1. If fifty percent (50%) percent or more but less than seventy-five percent (75%) in interest of the Unit Owners agree to make an improvement to the Common Elements, the cost of such improvement shall be borne solely by the Unit Owners so agreeing.

2. Seventy-five percent (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 improvements shall cost in excess of ten percent (10%) of the then value of the Condominium, any Unit Owner not so agreeing may apply to the Superior Court of the County in which the Condominium is located, on such notice to the Trust as the Court shall direct, for an order directing the purchase of his Unit by the Trust at fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

C. The Trustees shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for acquisition of the Common Elements or part thereof. Each Unit Owner appoints the Trustees as attorney-in-fact for such purposes.

D. In the event of a taking or acquisition of part or all of the Common Elements by a condemning authority, the award or proceeds of settlement shall be payable to the Trustees for the use and benefit of the Unit Owners and their mortgagees as their interests may appear.

**Section 5. Restrictions on Use of the Building and Units; 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 any requirements respecting the use and maintenance of 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. The Trustees may enforce the Rules and Regulations by imposition of fines previously established or in any other manner permitted by law, including, without limitation, by court action for injunctive relief and damages. By a majority vote 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, the Board of Trustees 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 fourteen (14) days before such meeting to each member of the Board of Trustees. Two thirds (2/3) of the number of Voting 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 2006, there shall be an Annual Meeting of the Unit Owners on the second Thursday of December in each year at 7:30 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 written request of any Unit Owner. 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 **seventy five percent (75%)** 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 Unit 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 fourteen (14) 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.

Current copies of this Trust, By-Laws, and Rules and Regulations for the Condominium shall be made available, and all books, accounts, records, and financial statements of the Trustees shall be open to inspection to any one or more of the Trustees, the Unit Owners, and lenders, holders, insurers, or guarantor of any first mortgage at all reasonable times during normal business hours or under other reasonable circumstances. The Trustees shall, as soon as reasonably possible after the close of each fiscal year or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trustees for such year, which report 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) voting 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 delegated 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 "Lemuel Blood Condominium Trust", but such seal may be 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 their respective Units, including, without limitation, interior finish walls, ceilings, floors, windows, interior window trim, doors, door frames, interior door trim, plumbing and toilet fixtures, air conditioning apparatus, vents, flues, electrical fixtures and outlets, and all wires, cables, pipes, drains, and conduits for water, sewerage, electric power, telephone, and any other utility services which exclusively serve such Unit, whether or not contained within such Unit. The Unit Owners shall also be responsible for the proper maintenance and repair of signs or shingles on the exterior 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 or exterior signs are in such need of maintenance, painting, or

repair, that the market value of any other Unit or Units is being adversely affected, or that the condition of a Unit or any fixture, 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, the cost thereof shall constitute a lien upon such Unit, and such Unit Owner shall be personally liable therefor, provided that the lien thus created shall be subordinate to first mortgages of record, to the extent required by law.

**Section 13. Protection Of Mortgages; Federal Home Loan Mortgage Corporation; Federal National Mortgage Association**

**A. Definitions**

1. The term "FHLMC" means Federal Home Loan Mortgage Corporation.
2. The term "FNMA" means Federal National Mortgage Association.
3. The term "eligible Mortgage Holder" means a holder of a first mortgage on a Unit who has requested notice of certain matters from this Trust as set forth in these By-Laws.
4. The term "eligible Insurer or Guarantor" means an insurer or governmental guarantor of a first mortgagor who has requested notice of certain matters as set forth in these By-Laws.
5. The term "Constituent Documents" means, collectively, the Master Deed, this Trust and the By-Laws, and the Rules and Regulations promulgated pursuant thereto, and the Master Plans.

**B. Prohibitions**

Notwithstanding anything to the contrary in the Constituent Documents:

1. There shall be no restrictions upon any Unit Owner's right of ingress or egress to his or her Unit, which right shall be perpetual and appurtenant to the ownership of the Unit.
2. There shall be no restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit. There shall be no "right of first refusal" so called or any similar restriction.
3. There shall be no restriction on the right of any Unit Owner to mortgage or otherwise encumber his or her Unit.
4. The Condominium shall not be subject to "expansion" or "phases."
5. Prior to the passage of control of this Trust to consumer unit purchasers, no contract or lease (including management contracts) shall be entered into unless this Trust is provided with a right of termination of any such contract or lease with or without cause, exercisable without penalty at any time after transfer of control, upon not more than ninety (90) days' notice to the other party thereto.
6. The Constituent Documents shall not be amended or modified if the result of any such amendment or modification would:
  - a. Add a "right of first refusal."
  - b. Permit an addition or expansion to the Condominium project in which sections or phases are established.

**C. Rights of Eligible Mortgage Holders and eligible Insurers or Guarantors**

Notice of Action: Upon written request to this Trust identifying the name and address

of the Mortgage Holder, Insurer or Guarantor and the Unit number or address, any first mortgagee and any such eligible Mortgage Holder or eligible Insurer or Guarantor will be entitled to timely written notice of:

1. Any condemnation loss or any casualty loss that affects either a material portion of the project 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;
2. Any delinquency in the payment of assessments or charges owed, or default in the performance by the borrower of any obligation under the Condominium Constituent Documents, by an owner of a Unit subject to a first mortgage held, insured or guaranteed by such first Mortgage Holder or eligible Insurer or Guarantor, that remains uncured for a period of 60 days;
3. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust;
4. Any proposed action that would require the consent of a specified percentage of eligible Mortgage Holders.

**D. Amendment to Documents and Termination**

1. The Trustees, with the unanimous consent in writing of the Unit Owners, may, at any time and from time to time, amend, alter, add to, or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities, provided always, however, that no such amendment, alteration, addition, or change (a) according to the purport of which the percentage of the beneficial interest hereunder of any Unit Owner would be altered, other than by consent of all 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 (b) which would render this Trust contrary or inconsistent with any requirements or provisions of said Chapter 183A, shall be valid or effective. Any 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, shall be recorded in the Hampshire County Registry of Deeds.

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. In acting under this Section, the Trustees shall be bound by action taken at a meeting or written instrument complying with the requirements of Section 2 of Article III hereof.

2. Notwithstanding the foregoing, approval of at least two thirds (2/3) of the eligible Mortgage Holders (based on one vote for each Unit subject to a mortgage held by an eligible Mortgage Holder) shall be required to add or amend any material provision of the Constituent Documents of the condominiums that establish, provide for, govern or regulate any of the following:

- (i) voting rights;
- (ii) assessments, assessment liens or subordination of such liens;
- (iii) reserves for maintenance, repair and replacement of the Common Elements;
- (iv) insurance of fidelity bond requirements;
- (v) rights to use the Common Elements;
- (vi) responsibility for maintenance and repairs;
- (vii) expansion or contraction of the condominiums, or addition, annexation or withdrawal of property to or from the condominiums;

- (viii) definitions of Unit boundaries;
- (ix) interests in the Common Elements or Limited Common Elements;
- (x) convertibility of Units into Common Elements or of Common Elements into Units;
- (xi) leasing of Units;
- (xii) reallocation of interest in the Common Elements or Limited Common Elements, or rights to their use;
- (xiii) a decision by the Trust to establish self-management when professional management had been required previously by an eligible Mortgage Holder;
- (xiv) imposition of any restrictions of a Unit Owner's right to sell or transfer his or her Unit;
- (xv) restoration or repair of the project (after hazard damage or partial condemnation) in a manner other than that specified in the Condominium Constituent Documents;
- (xvi) any action to terminate the legal status of the condominiums after substantial destruction or condemnation occurs; or
- (xvii) any provisions that are for the express benefit of Mortgage Holders, eligible Mortgage Holders or eligible Insurers or Guarantors of mortgages on Units.

3. An addition or amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. An eligible Mortgage Holder, who receives a written request to approve additions or amendments that are not material, and who does not submit a response to the requesting party, shall be deemed to have approved such request. Additionally, if specifically provided by any applicable FNMA regulation, implied approval of any addition or amendment may be assumed when an eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within 30 days after the proper notice of the proposal is received, provided the notice has been delivered to the Mortgage Holder by certified or registered mail, return receipt requested. This clause (c.) shall not apply to FHLMC.

4. The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said Chapter.
  
5. 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 this Trust and the Master Deed. In making any sale under the provisions of this section, the Trustees shall have the power to sell or vary any contract of sale and to resell without being answerable for loss, and, for said purposes, to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of Trust property may have passed.

## ARTICLE 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 by any notice, implied or actual, otherwise than by a certificate thereof, and such record or certificate shall be conclusive evidence of the personnel of said Trustees and of any changes therein. The receipts of the

Trustees, or any one or more of them, shall be effectual discharges therefrom to the persons paying or delivering the same, and no person from whom the Trustees, or any one or more of them, shall receive any money, property, or other credit shall be required to see 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 any one 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 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 any thing 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 person 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 therefor, provided, however, that nothing herein contained shall be deemed to limit or impair the liability of the Unit Owners under the provisions of Section 6 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, 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, any amendments hereto, 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; 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 a majority of the Trustees in office at the time, setting forth as facts any matters affecting the Trust, including statements as to who are 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 Trustees hereunder setting forth the existence of any facts, the existence of which are necessary to authorize the execution of any instrument or the taking of any action by such Trustees 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.

### 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 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: (a) the undivided interest of a Unit Owner in the Common Elements; (b) the interest of such Unit Owner in any Units theretofore acquired by the Trustees, or their designees, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; (c) the interest of such Unit Owner in any other assets of the Trust; and (d) exclusive rights of Unit Owners, as provided in the Master Deed, to sheds, garages, chimneys, parking, walkways, steps, and bulkheads, if any. Areas as to which Unit Owners have exclusive rights are sometimes referred to herein as Limited Common Elements.

Section 2. Financing of Purchase of Units by Trustees.

With the unanimous approval 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. If such funds are insufficient, the Trustees may levy an assessment against each Unit Owner (excluding the Owner of the Unit being acquired) 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 VIII

### Construction and Interpretation.

In the construction hereof, whether or not so expressed, words used in the singular or in the plural, respectively, include the plural or 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 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.

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

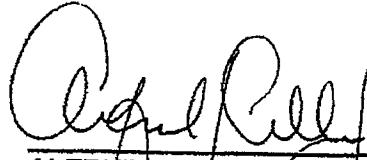
**IN WITNESS WHEREOF**, the said Declarant has hereunto set its hand and seal as of the day and year first above written.

Haakon, LLC

By:   
LISA C. GUSTAVSEN, MANAGER

**COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF HAMPSHIRE**

On this 22 day of November, 2005, before me, the undersigned notary public, personally appeared Lisa C. Gustavsen, manager of Haakon, LLC, proved to me through satisfactory evidence of identification, which was Personal knowledge of identity, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



---

ALFRED J. ALBANO, JR.

Notary Public

My Commission Expires October 6, 2006

**Schedule "A"**

**LEMUEL BLOOD CONDOMINIUM RULES AND REGULATIONS**

The Trustees of LEMUEL BLOOD CONDOMINIUM TRUST, being responsible for the administration, operation, and maintenance of the Condominium pursuant to the By-Laws of 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 are 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 shall, in addition, when the concept permits, include all guests, tenants and invitees.

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 residing within the Condominium.

**1. NO OBSTRUCTION OF COMMON AREAS**

The driveways, sidewalks, entrances, and other common areas shall not be obstructed or used for any purposes, other than their intended purposes. No articles shall be stored or permanently placed in the common areas without the express written permission of the Trustees.

**2. AFFECT ON INSURANCE**

No Unit Owner shall use his Unit in such fashion as to result in the cancellation of insurance maintained by the Trustees or other Unit Owners on the Condominium or in any increase in the cost of such insurance, except that uses resulting in increases in premiums may be made by specific arrangement with the Trustees, providing for the payment of such increased insurance costs by the Unit Owner responsible.

**3. NAMEPLATES AND SHINGLES**

Unit Owners may place their names only in such places outside the Unit as may be provided for or designated by the Trustees.

**4. RADIOS, PHONOGRAPHS, MUSICAL INSTRUMENTS**

The volume of television sets, radios, phonographs, musical instruments, and the like shall be turned down between 7:00 P.M. and 7:00 A.M. and shall at all times be

kept at a sound level which will not unreasonably disturb or annoy the occupants of the Condominium.

**5. PARKING**

All automobiles shall be parked only in the parking spaces so designated for that purpose by the Trustees. Parking of vehicles other than passenger automobiles is prohibited unless with the written consent of the Trustees.

**6. ABUSE OF MECHANICAL SYSTEMS**

The Trustees may charge to a Unit Owner the cost of repair or replacement of the mechanical, electrical, or other building service systems of the Condominium caused by such Unit Owner by misuse of those systems.

**7. NO OFFENSIVE ACTIVITY**

No noxious or offensive activity shall be carried on in any Unit or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an unreasonable annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any unreasonably disturbing noises by himself, his guests, tenants or invitees or do or permit anything to be done by such persons which will interfere with the rights, comforts, or convenience of other Unit Owners.

**8. STORAGE**

It is understood that all of the furnishings, items of personal property, effects and other items of the Unit Owner and persons claiming by, through, or under said Unit Owner may be kept and stored at the sole risk and hazard of the Unit owner, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by leaking or bursting of water pipes, steam pipes, or other pipes, by theft, or from other cause, no part of said loss or damage in excess of the amounts, if any, covered by its insurance policies is to be charged to or be borne by the Condominium Trust.

**9. REPAIR AND CONDITION**

Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw, or permit to be swept or thrown, from the doors or windows thereof any dirt or other substance. No cigarette butts shall be thrown onto the ground of the Condominium.

**10. EQUIPMENT COMPLIANCE**

All radio, television, computer, or other electronic equipment of any kind or nature installed by Unit Owners or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters or similar board and the public authorities having jurisdiction, and the Unit Owner alone

shall be liable for any damage or injury caused by any radio, television, computer, or other electronic equipment in such Unit. No radio or television aerial, or satellite dish, shall be attached to or hung from the exterior of a Unit without the prior written approval of the Trustees.

**11. FLAMMABLE MATERIALS, ETC.**

No Unit Owner or any of his guests, tenants or invitees shall, at any time, bring into or keep in his Unit (excluding his appurtenant Garage Unit) or any portion of the Common Elements any gasoline, kerosene, or other flammable, combustible, or explosive fluid, material, chemical, or substance, with the exception of such lighting, cleaning, and other fluids, materials, chemicals, and substances in such quantities as are customarily incidental to residential use.

**12. REAL ESTATE TAXES**

For so long as the Condominium is assessed as a single property rather than as separate Condominium units, Unit Owners will be billed by the Trustees for their respective portions thereof (each Condominium Unit's common area percentage, of the total tax bill) during each October and April, which bill shall be accompanied by a copy of the tax bill issued by the City of Northampton. Each Unit Owner will forward payment of his percentage interest in the total tax bill to the Trustees by check made payable to the City of Northampton no later than ten (10) days prior to the date on which payment may be made without incurring a penalty or interest thereon. Late payments by a Unit Owner must be made payable as directed by the Trustees and will include interest and penalties as charged by the City of Northampton for late payment, together with costs of collection thereof incurred by the Trustees, including reasonable attorney's fees. If taxes are collected by holders of mortgages on Condominium Units, each Unit shall be responsible for causing the mortgage holders to forward payment as above required.

**13. AMENDMENTS**

Amendments hereto may be made by the Trustees of the LEMUEL BLOOD CONDOMINIUM TRUST in accordance with the provisions of the Declaration of Trust and/or the provisions of Massachusetts General Laws Chapter 183A, as amended.

3  
ATTEST: HAMPSHIRE, Marianne L. Donohue, REGISTER  
MARIANNE L. DONOHUE