



2018 00012362

Bk: 7288 Pg: 267 Franklin County
Page: 1 of 51 11/21/2018 02:16 PM

**SUGARLOAF CONDOMINIUM
DECLARATION OF TRUST AND BYLAWS**

THIS **DECLARATION OF TRUST** made November 20, 2018 by **RAGUS LLC**, with an office at 7 Oak Knoll Drive, South Deerfield, MA 01373 (hereinafter called the "Trustee", which term and pronoun referring thereto shall be deemed to include its successors in trust hereunder and to mean the Trustee or the Trustees for the time being hereunder, whenever the context so permits).

I. NAME OF TRUST

The trust hereby created shall be known as the **SUGARLOAF CONDOMINIUM TRUST**, (hereinafter the "Trust") and under that name so far as is legal, convenient, and practicable, shall all business carried on by the Trustees be conducted and shall all instruments in writing by the Trustee be executed.

II. PURPOSES OF TRUST

UNIT OWNERS' ORGANIZATION. All the rights and powers in and with respect to the common areas and facilities of the **SUGARLOAF CONDOMINIUM** (hereinafter the "Condominium") a Condominium established by a Master Deed of even date and recorded herewith, and which are by virtue of the provisions of Massachusetts General Laws Chapter 183A conferred upon or exercisable by the Organization of Unit Owners of said Condominium, and all property, real and personal, tangible and intangible, conveyed to the Trustee 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 the units of said Condominium (hereinafter called the "Unit Owners"), according to the schedule of beneficial interest set forth in **Exhibit D** to the Master Deed (or as amended by future phases) and described 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 Section 10 of said Chapter 183A for the purposes therein set forth.

The **SUGARLOAF CONDOMINIUM ASSOCIATION**, is hereby created by this Declaration of Trust of the Sugarloaf Condominium, and shall be referred to as the "Association." The "Association" herein created will manage and regulate the Condominium: 1.) pursuant to the Bylaws of the Association, 2.) the master deed of Sugarloaf Condominium recorded in the Franklin County Registry of Deeds and 3.) in accordance with Massachusetts General Laws Chapter 183A, all as may, from time to time, be amended.

The initial mailing address of the Association is 7 Oak Knoll, Deerfield Massachusetts.

The actions of the Association shall be enforced by the elected Trustees as established herein. Said elected Trustees shall constitute the "Board" and which has been reference hereinbefore and hereinafter as the "Board". Actions requiring Association approval or otherwise regulated by the Association shall be done through the Trustees that have been duly appointed and are then acting. References to the "Trustees" or "Board" herein or hereinbefore, shall contain the same meaning.

BENEFICIAL INTEREST. The beneficiaries of the Trust shall be the Unit Owners of the Condominium as they from time-to-time are named in the records of the Franklin County Registry of Deeds. The beneficial interest in the Trust property shall be divided among the Unit Owners in the same proportion as the undivided interest in Common Elements of the Condominium pertaining to each Unit of the Condominium set forth in Exhibit D of the Master Deed.

NOT A PARTNERSHIP. It is hereby expressly declared that a trust and not a partnership has been created, and that the Unit Owners are the parties who the Trust will benefit and not partners or associates nor in any other relation whatsoever between themselves with respect to the Trust property, and hold no relation to the Trustee other than as the parties who the Trust will benefit, with only such rights as are conferred upon them hereunder and under and pursuant to the provisions of said Massachusetts General Laws, Chapter 183A.

III. TRUSTEES

(a) Appointment of Trustees

(i) Initial Board/Trustee

The Initial Board shall consist of the Trustee/Declarant named in the first paragraph of this Declaration of Trust, to wit: RAGUS LLC. The rules, obligations and responsibilities outlined herein shall not apply to the Declarant, Ragus LLLC and shall only apply upon establishment of a appointment of a successor Board of Trustees

(ii) Subsequent Boards of Trustees

After the resignation of the RAGUS LLC, there shall be, at all subsequent times, a Board of Trustees (hereinafter interchangeably referred to as "Board" or "Trustee(s)" as described in the Master Deed.

(b) Vacancies. After the expiration of the term of the Initial Trustee if and when the number of Trustees shall become less than five (5), a vacancy or vacancies in said office shall be deemed to exist and the vacancy shall be filled for the remainder of the term of the vacant Trustee. Each such vacancy shall be filled by written instrument setting forth (a) the appointment of a natural person to act as Trustee, signed (i) by Unit Owners entitled to not less than fifty-one percent (51%) of the beneficial interest hereunder, or (ii) if the Unit Owner(s) entitled to such percentage have not made such an appointment within thirty (30) days after the occurrence of such vacancy, by the remaining Trustees and acknowledged by one of the signatories; and (b) the acceptance of such appointment, signed and acknowledged in proper form for recording by the person so appointed. Such appointment shall become effective upon the recording with the Franklin County Registry of Deeds of a certificate of such appointment, signed and accepted as aforesaid, and such person shall then be and become a Trustee and shall be vested with the title to the Trust property, jointly with the remaining or surviving Trustee or Trustees, without the necessity of any act of transfer or conveyance. If, for any reason, any such Trustee vacancy shall continue for more than sixty (60) days and shall remain at the end of that time 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 the other Unit Owners and all Trustees and to such other parties in interest, if any, to whom the court may direct that notice be given. Such appointment shall become effective upon the recording with the Franklin County Registry of Deeds of a certificate or order of such appointment. Notwithstanding anything to the contrary in this subsection (b), despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining or surviving Trustees, subject to the provisions of the immediately following subsection (c), shall continue to validly exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

(c) Majority Vote. In all matters relating to the administration (but not the amendment of the Trust or Bylaws) the Trust hereunder and the exercise of the powers hereby conferred, the Trustees shall act by majority vote, provided that in no case shall a majority consist of less than three (3). The Trustees may so act without a meeting by instrument signed by all Trustees.

(d) Resignation of Trustees.

- (i)** Any Trustee may resign at any time by instrument in writing, signed and acknowledged in proper form for recording, and such resignation shall take effect upon the recording of such document with the Franklin County Registry of Deeds.
- (ii)** After reasonable notice and opportunity to be heard before the Unit Owners at a meeting called pursuant to the Bylaws hereof, a Trustee (except a member of the Initial Trustee) may be removed from office with or without cause, by an instrument in writing signed by vote of Unit Owners entitled to not less than fifty-one percent (51%) of the beneficial interest hereunder, such instrument to take effect upon the recording thereof with said Franklin County Registry of Deeds.

(e) Good Faith. No Trustee shall under any circumstances or in any event be held liable or accountable out of his or her personal assets or estate or be deprived of compensation by reason of any action taken, suffered or omitted, in good faith, or be so liable, accountable or deprived for more money or other property than he or she 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 or her own personal and willful malfeasance, bad faith, or fraud.

(f) Conflict of Interest. No Trustee shall be disqualified by his or her office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his or her 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 the Trustee 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 or her interest before the dealing, contract, or arrangement is entered into.

It is understood and permissible for the Initial Trustee hereunder and any other Trustees designated by the Initial Trustee or who are employed by or affiliated or associated with the Declarant, to contract with the Declarant and any corporation, firm, trust or other organization controlled by or affiliated or associated with the Declarant without fear of being charged with self dealing.

(g) Compensation. The Trustees shall receive no compensation for their services as such Trustees. However, with the prior written approval in each instance of the other Trustees, and upon presentation of proper vouchers, each Trustee may be reimbursed for actual out-of-pocket expenses paid or incurred by him or her pursuant to his or her duties as such Trustee, and such reimbursement shall be a Common Expense of the Condominium.

With the prior written approval in each instance of the other Trustees, each Trustee may receive reasonable compensation for any extraordinary or unusual services rendered by him or her in connection with this Trust, and such compensation shall be a Common Expense of the Condominium.

With the prior written approval in each instance of the other Trustees, any Trustee may be engaged to render services to this Trust, legal, accounting, or otherwise, at such compensation as shall be fixed by the Trustees, and any fees or other compensation shall be a Common Expense of the Condominium.

Notwithstanding anything to the contrary in this subsection (h) of this Article III, no compensation, reimbursement, or fees shall be paid to the Initial Trustee. A Trustee shall abstain from voting upon any question regarding reimbursement, compensation, or fees proposed to be paid to him or her pursuant to the provisions of this subsection (h) of this Article III, or upon any question regarding the engagement of himself or herself; or any firm, association, corporation or partnership of which he or she is a member, to render services, legal, accounting or otherwise to this Trust.

(i) Indemnity.

The Trustees shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith, and the Board shall secure insurance protecting the Trustees against such liability. The Association shall indemnify and hold harmless each of the Trustees against all contractual liability to others arising out of contracts made by the Board on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or of these Bylaws. It is intended that the Trustees shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is understood and permissible for the original Board, who are members of or employed by the Declarant, to contract with the Declarant and affiliated corporations without fear of being charged with self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the Trustees shall be limited to such proportion of the total liability thereunder as his or her interest in the Common Elements bears to the interests of all the Unit

Owners in the Common Elements. Every agreement made by the Board or by the managing agent, or by the manager on behalf of the Condominium shall provide that the Trustees, or the managing agent, as the case may be are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his or her interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

IV. BENEFICIARIES AND THEIR BENEFICIAL INTEREST.

- (a) The beneficiaries hereof 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 pertaining to the Units of the Condominium, all as set forth on Exhibit D of the Master Deed, which is hereby incorporated herein by this reference and made a part hereof; with the same force and effect as though fully set forth in the body hereof.
- (b) 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. In the event that a Unit is owned by more than one person as tenants in the entirety, joint tenants or tenants in common, all such persons must designate in writing, by all of the record owners of such unit, prior to the beginning of any meeting one representative who shall be authorized and entitled to cast votes, execute instruments, and otherwise exercise the rights appertaining to such Unit hereunder; and in the event that a Unit is owned a Trust or other legal entity with more than one Trustee or Designated signatory, all such persons must designate in writing prior to the beginning of any meeting one representative who shall cast all the votes associated with said 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 or a dispute amongst owners as to designee, the Trustees may designate any one of such owners for such purposes. In addition, any unit owner or group of unit owners may designate a written proxy. A fiduciary shall be a voting member with respect to any Unit held in a fiduciary capacity.
- (c) All rights of a Unit Owner under this Trust may be exercised by written proxy. The Trustees shall make any necessary determination in their sole discretion as to the validity of proxies.

V. BYLAWS.

The Bylaws of this Trust are attached hereto as Exhibit A, which is hereby incorporated herein by this reference and made a part hereof with the same force and effect as though fully set forth in the body hereof.

VI. RIGHTS AND OBLIGATIONS OF THIRD PARTIES DEALING WITH THE TRUST.

- (a) Any instrument signed and acknowledged in proper form for recording by a majority of the Trustees as they then appear of record in the Franklin County Registry of Deeds and recorded in the Franklin County Registry of Deeds may be relied on as conclusively establishing that such instrument was the free act of this Trust and shall be binding upon this Trust when so recorded.
- (b) No purchaser, mortgagee, lender, or other person dealing with a majority of the Trustees, as they then appear of record in the Franklin County Registry of Deeds, shall be bound to ascertain or inquire further as to the persons who are then the Trustees hereunder or be affected with any notice, implied or actual, relative thereto, other than by a certificate thereof; so recorded, and such recorded certificate shall be conclusive evidence of said Trustees and of any changes therein. The receipt of a majority of the Trustees for money paid or things delivered to them shall be effectual discharges therefrom to the persons paying or delivering the same, and no person from whom a majority of the Trustees 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 a majority of the Trustees, or with any real or personal property that then is or formerly was trust property, shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustee(s) 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. Any instrument of appointment of a new Trustee or resignation 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.

- (c) Notwithstanding anything to the contrary herein, and notwithstanding any custom or usage to the contrary, no recourse shall at any time be had under or upon any note, bond, contract, order, debt, claim, 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 note, bond, contract, order, debt, claim, instrument, certificate, undertaking, obligation, covenant, or agreement, or for the payment of any debt, damage, judgment or decree, or of any in 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 ever be personally or individually 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 said Chapter 183A.
- (d) 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 be made to this instrument.
- (e) This Declaration of Trust and amendments hereto and any Certificate herein required or that it may be deemed desirable to record, shall be recorded with the Franklin County Registry of Deeds. Such record, when executed according to the requirements of this Declaration of Trust, 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 so recorded. Any certificate signed by a majority of the Trustees at the time, as they then appear of record in the Franklin County Registry of Deeds, setting forth as facts any matters affecting the trust, including statements as to who are the Trustees, what action has been taken by the Trustees or beneficiaries, and matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Franklin County 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 a majority of the Trustees as they then appear of record in the Franklin County Registry of Deeds 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 Trustees, shall, when duly acknowledged and recorded with said Franklin County Registry of Deeds, as to all persons acting in good faith in reliance thereon, be conclusive evidence of the truth of the statement made in such certificate and of the existence of the facts therein, set forth.

VII. AMENDMENTS; TERMINATION.

- (a) Notwithstanding anything to the contrary herein, so long as the Declarant owns any unit in the Condominium, the Declarant shall have the right, at any time and from time-to-time, to amend this Declaration of Trust (including, but not limited to, the Bylaws hereto and the Rules and Regulations hereto) without the consent of any Unit Owners or any of the Trustees of this Trust, to meet the requirements of any governmental or quasi-governmental body or agency or the requirements of any insurance company or insurance underwriting office or organization or the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the secondary mortgage market or any lender, or to cure any ambiguity, inconsistency or formal defect or omission.
- (b) A majority of the Trustees, with the consent in writing of seventy-five percent (75%) in interest of Unit Owners, may at any time and from time-to-time amend, alter or add to 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, however, that no such amendment, alteration, addition or change shall be made: (i) without the prior written consent of the Declarant obtained, in each instance, for so long as the Declarant remains the owner of any Unit in the Condominium; or (ii) according to the purpose of which, the percentage of the beneficial interest hereunder of any Unit Owner would be altered, or in any manner or to any extent whatsoever, modified or affected so as to be different than the percentage of the individual interest of such Unit Owner in the common areas and facilities as set forth in the Master Deed other than by consent of all of the Unit Owners whose percentage of the undivided interest is affected; or (c) that would render this Trust contrary to 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

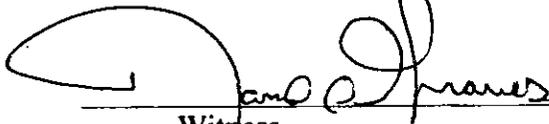
become effective upon the recording with the Franklin County Registry of Deeds of an instrument of amendment, alteration or addition, as the case may be, signed, sealed and acknowledged in proper form for recording, setting forth in full the amendment, alteration or addition. Such instrument, so executed 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 or addition, 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.

- (c) The Trust hereby created shall terminate only upon removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure set forth in said Chapter 183A.
- (d) 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 that shall be conclusive if made in good faith, all other property then held by them in trust hereunder to the Unit Owners according to their respective percentages of beneficial interest. In making any sale under the provisions of this subsection (d) of this Article VII, 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.

VIII. CONSTRUCTION: INTERPRETATION.

- (a) In the construction hereof whether or not so expressed, words used in the singular or in the plural, respectively, shall include both. the plural and singular; words denoting males include females; and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), partnerships, entities and quasi-entities, trusts and corporations; unless a contrary intention is to be inferred from or is required by the subject matter or context. The marginal and sectional captions and headings 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.
- (b) All of the trusts, powers, and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts in general, and with respect to Massachusetts General Laws, Chapter 183A, in particular.
- (c) The invalidity of any provision or part of such provision hereof shall not impair or affect in any manner the remainder hereof or the remainder of such provision or such part of such provision.
- (d) No restriction, condition, obligation or provision contained herein (including, but not limited to, the Bylaws hereof, attached hereto as Exhibit A and incorporated herein by reference) shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number or frequency of violations or breaches thereof that may occur.
- (e) In the event of any conflict between the provisions hereof including, but not limited to, the Bylaws hereof attached hereto as Exhibit A and incorporated herein by reference and the provisions of Massachusetts General Laws, Chapter 183A, and the Master Deed, then the provisions of said Chapter 183A, or of the Master Deed, as the case may be, shall control. Words defined in said Chapter 183A shall have the same meaning herein as defined in said statute, unless the context clearly indicates otherwise.

IN WITNESS WHEREOF, the said RAGUS LLC has executed this as a sealed instrument on the day and year first hereinabove set forth.



Witness

Ragus, LLC

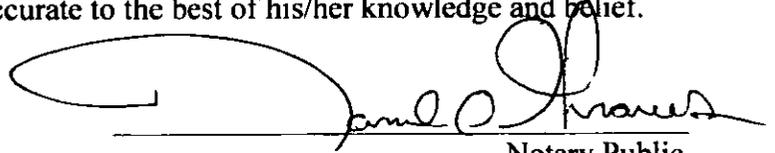

Mark Wightman, Manager

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

November 20, 2018

On this 20th day of November, 2018, before me, the undersigned notary public, personally appeared Mark Wightman, Manager of RAGUS LLC, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.



, Notary Public

My commission expires: 11/26/2021



EXHIBIT "A"
BY-LAWS OF SUGARLOAF CONDOMINIUM

ARTICLE I

Plan of Unit Ownership

Section 1. Unit Ownership. These Bylaws have been enacted by and for the organization of Unit Owners of the property located at **SUGARLOAF CONDOMINIUM**, South Deerfield, Franklin, Massachusetts (hereinafter called the "Property") which is more particularly described in the Master Deed dated November 20, 2018 recorded in the Franklin County Registry of Deeds prior hereto, and which has been submitted to the provisions of Massachusetts General Laws Chapter 183A by RAGUS LLC (hereinafter called the "Declarant"). The organization thereby created by these Bylaws shall be known as the **SUGARLOAF CONDOMINIUM ASSOCIATION** (the "Association").

Section 2. Applicability of Bylaws. The provisions of these Bylaws are applicable to the Property of the Condominium and to the use and occupancy thereof. The terms "Property" as used herein shall include the land, the buildings (the "Buildings") and all other improvements thereon, including the Units (the "Units") and Common Areas and Facilities (the "Common Elements") owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which have been submitted to the provisions of said Massachusetts General Laws Chapter 183A.

Section 3. Application. All present and future owners, mortgagees, lessees and occupants of Units and their licensees and employees, and any other persons who may use the facilities of the Property in any manner are subject to these Bylaws and the Master Deed, as well as any Rules and Regulations, which may be adopted by the Trustees, and all covenants, agreements, restrictions, easements and declarations of record (the "title conditions"). The acceptance of a deed or conveyance, lease or the act of occupancy of a Unit shall constitute an agreement that these Bylaws, all Rules and Regulations, the provisions of the Master Deed, as they may be amended from time-to-time, and the title conditions are accepted, ratified, and will be complied with.

Section 4. Office. The office of the Condominium shall be located at 7 Oak Knoll Drive, South Deerfield, MA 01373, or at such other location as the Association may from time-to-time determine.

ARTICLE II

Trustees

Section 1. Number and Term. The number of Trustees, which shall constitute the whole (after the Initial Board) Board of Trustees (the "Board" or the "Trustees") shall be at least five (5) and no more than seven (7). Except for the first elected Board, Trustees shall be elected for three (3) year terms. In any event, however, each Trustee shall hold office until such time as his or her successor has been elected.

Section 2. Term of Board Elected At First Annual Meeting. At the first annual meeting, at least five (5), but not more than seven (7) Trustees shall be appointed by the Declarant or in its absence, elected by the members as a whole. To provide for future board continuity, the terms for the initial Board shall be divided between one, two and three year terms so that the future elections created staggered terms. After the initial appointment, at the end of their respective terms, Trustees shall be eligible for re-election and they or their elected Successors shall serve full three (3) year terms. Said elections shall occur at Annual Meetings.

Section 3. Powers and Duties. The Board shall have all the powers and duties necessary for the administration of the affairs of the Condominium and acting by majority, may do all such acts and things except as by law or by the Master Deed or by these Bylaws may not be delegated to the Board of Trustees by the Unit Owners. Such powers and duties of the Board shall include, but shall not be limited to, the following:

- a. Operation, care, upkeep and maintenance of the Common Elements
- b. Determination of common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property.
- c. Collection of the common charges from the Unit Owners.
- d. Adoption and amendment of the Rules and Regulations covering the details of the operation and use of the Common Elements.
- e. Opening of bank accounts on behalf of the Condominium and designating the signatories required therefore.
- f. Managing, and otherwise dealing with the Common Elements.
- g. 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.
- h. Obtaining insurance as obligated herein.

- i. Making repairs, additions, and improvements to, or alterations of, the Property and repairs to and restoration of the Property in accordance with the other provisions of these Bylaws.
- j. The Board shall have the power to enforce obligations of the Unit Owners, to allocate income and expenses, and to do anything and everything else necessary and proper for the sound management of the Condominium. The Board shall have the power to levy fines against the Unit Owners for violations of these Bylaws, Master Deed or the Rules and Regulations established by it to govern the conduct of the Unit Owners in the Common Elements. Each day a violation continues after notice shall be considered a separate violation. Collection of fines may be enforced against the Unit Owners. In the case of such Unit Owner, the Board shall have the power to require such Unit Owner to post a bond to secure adherence to the Rules and Regulations.
- k. Regulation of parking and the use of parking spaces in the Common Area, including having towed from the Property at the Unit Owner's expense any vehicle in violation of these Bylaws, Master Deed or Rules and Regulations.
- l. Purchase of the Units at foreclosure or other judicial sales in the name of the Condominium or its nominee, corporate or otherwise, on behalf of all Unit Owners.
- m. Borrow or in any other manner raise such sum or sums of money or other property as they shall deem advisable in any manner and on any terms and evidence the same by notes, bonds, securities or other evidences of indebtedness, which may mature at any time or times, even beyond the possible duration of this Trust, and execute and deliver any mortgage, pledge or other instrument to secure any such borrowing.
- n. Organizing corporations or trusts to act as nominees of the Condominium in acquiring title to Units on behalf of the remaining Unit Owners.
- o. In addition to the enforcement provisions contained within section j. herein, the Board shall have the authority to enforce, through any and all means including judicial recourse any violation of the Qualified Buyer obligations contained within the Master Deed.
- p. The cost of any such enforcement action on any violation including but not limited to attorneys fees, court costs and collection cost shall be borne by the Unit Owner and may be enforced through the use of a lien against said Unit Owner.

Section 4. Managing Agent. The Board may employ for the Condominium a managing agent at a compensation established by the Board of Trustees, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 3 of this Article II. The Board may delegate to the managing agent all of the powers granted to the Board by these Bylaws other than the powers set forth in subdivisions (b), (d), (e), of Section 3 of this Article II.

Section 5. First Board of Trustees. The first Board shall be designated by the Declarant and designated to serve until the expiration of their term. Elections shall be held at the annual meeting of Unit Owners, held pursuant to Article II, Section 1 of the Bylaws. Any and all said Trustees shall be subject to replacement, in the event of resignation or death, in the manner set forth in Section 6 and 7 of this Article.

Section 6. Removal. Trustees, except the Declarant Trustee, may be removed for cause by an affirmative vote of a majority of the Unit Owners.

Section 7. Vacancies. Vacancies in the Board caused by any reason other than removal of a member thereof by a vote of the Unit Owners shall be filled in accordance with Section 1 and if not, by vote of a majority of the remaining members at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meetings may constitute less than a quorum, and each person so elected shall be a member of the Board for the remainder of the term of the member. Notwithstanding the foregoing however, vacancies on the Board in positions originally designated by the Declarant shall be filled by designation by the Declarant until the first annual meeting as set forth in Section 2 of Article II.

Section 8. Organization of Meeting. The first meeting of the members of the Board shall be held within ten (10) days after election, at such time and place as shall be fixed by the Board at the meeting at which such Board shall have been elected, and no notice shall be necessary to the newly elected members of the Board in order to constitute such a meeting, providing a majority of the whole Board shall be present at said election meeting.

Section 9. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time-to-time by a majority of the members of the Board, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each member of the Board, by mail or email if permissible at least five (5) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board may be called by the President on two (2) business days' notice to each member of the Board, given in hand or by mail or email if permissible, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall also be called by the President or Clerk in like manner and on like notice on written request of at least one (1) member of the Board.

Section 11. Waiver of Notice. Any member of the Board may at any time waive notice of any meeting of the Board in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum of Board. At all meetings of the Board, a majority of the Trustees then elected shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board present at the meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time-to-time. At any such adjourned meeting at which a quorum is present, any business that might have been enacted at the meeting originally called, may be transacted without further notice.

Section 13. Action by Unanimous Consent. Any action required or permitted to be taken at any regular or special meeting of the Board may be taken without a meeting if all the Trustees consent to the action in writing and the written consents are filed with the Clerk of the Board. Such consents shall be treated for all purposes as a vote at the meeting.

Section 14. Fidelity Bonds. The Board shall obtain adequate fidelity bonds for all the officers and employees of the Condominium handling or responsible for Condominium funds. The premium on such bonds shall constitute a common expense.

Section 15. Compensation. The Trustees shall receive no compensation for their services as such Trustees. However, with the prior written approval in each instance of the other Trustees, and upon presentation of proper vouchers, each Trustee may be reimbursed for actual out-of-pocket expenses paid or incurred by him or her pursuant to his or her duties as such Trustee, and such reimbursement shall be a Common Expense of the Condominium.

Section 16. Liability of the Board of Trustees. The Trustees shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith, and the Board shall secure insurance protecting the Trustees against such liability. The Association shall indemnify and hold harmless each of the Trustees against all contractual liability to others arising out of contracts made by the Board on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or of these Bylaws. It is intended that the Trustees shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is understood and permissible for the original Board, who are members of or employed by the Declarant, to contract with the Declarant and affiliated corporations without fear of being charged with self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the Trustees shall be limited to such proportion of the total liability thereunder as his or her interest in the Common Elements bears to the interests of all the Unit Owners in the Common Elements. Every agreement made by the Board or by the managing agent, or by the manager on behalf of the Condominium shall provide that the Trustees, or the managing agent, as the case may be are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his or her interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

Section 17. Certificate Re: Status of Board. Notwithstanding the provisions of Article IV, Section 8, any instrument signed by any two (2) members of the Trust or any two (2) members of the Board as they appear of record, and duly attested as the act of the Condominium, may be relied upon as establishing conclusively that such instrument was the free act of the Condominium, and shall be binding upon the Condominium. No purchaser, mortgagee, lender or other person dealing with the Board shall be bound to ascertain or inquire further as to persons who are then members of the Board nor affected by any notice, implied or actual, relative thereto, other than a certificate, signed by the Clerk of the Association and recorded in Franklin County Registry of Deeds, and such recorded certificate shall be conclusive evidence of the membership of the Board and of any changes therein.

ARTICLE III Unit Owners

Section 1. Annual Meetings. No later than one hundred twenty (120) days after title to Units with appurtenant rights to the Common Elements, which aggregate one hundred (100%) percent of the undivided Common Elements interests of the Condominium (as described in Exhibit B of the Master Deed) have been conveyed (including all future anticipated and allowed phased units), but in no event later than ten (10) years from the date of recording of the Master Deed in the Franklin County Registry of Deeds, the Declarant shall call the first annual meeting of Unit Owners. Thereafter, annual meetings shall be held on the anniversary of such date each succeeding year. At such meetings, vacant positions on the Board shall be filled by a majority vote of the Unit Owners present. The Unit Owners may also transact such other business of the Condominium as may properly come before them.

Section 2. Place of Meetings. Meetings of the Unit Owners shall be held at the principal office of the Condominium, or at such other suitable place convenient to the Unit Owners as may be designated by the Board.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners as directed by the Board or upon a petition signed by twenty percent (20%) of the Unit Owners having been presented to the Clerk.

Section 4. Notice of Meetings. It shall be the duty of the Clerk to mail a postage prepaid or emailed if permissible or hand delivered written notice of each annual or special meeting, stating the purpose thereof as well as its time and place, and any proxy materials deemed necessary by the Board, to each Unit Owner of record, at least five (5) days prior to such meeting. Upon mailing, emailing if permissible or in hand delivery in the manner provided in these Bylaws, notice shall be considered duly served.

Section 5. Adjournment of Meetings. If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority in common interest of the Unit Owners who are present at such meeting shall adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6. Voting. The Owner or Owners of each Unit shall be entitled to cast the votes appurtenant to such Unit at all meetings of Unit Owners. Any or all such Owners may be present at any meeting of the Unit Owners and may vote or take any other action as a Unit Owner. At all meetings of Unit Owners, each Unit Owner (including the Declarant, if the Declarant shall then own one or more Units) shall be entitled to cast votes and fractions thereof in proportion to the Unit Owner's Common Area Percentage.

In the event that a Unit is owned by more than one person as tenants in the entirety, joint tenants or tenants in common, all such persons must designate in writing, by all of the record owners of such unit, prior to the beginning of any meeting one representative who shall be authorized and entitled to cast votes, execute instruments, and otherwise exercise the rights appertaining to such Unit hereunder; and in the event that a Unit is owned a Trust or other legal entity with more than one Trustee or Designated signatory, all such persons must designate in writing prior to the beginning of any meeting one representative who shall cast all the votes associated with said 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 or a dispute amongst owners as to designee, the Trustees may designate any one of such owners for such purposes. In addition, any unit owner or group of unit owners may designate a written proxy. A fiduciary shall be a voting member with respect to any Unit held in a fiduciary capacity.

Section 7. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of twenty Unit Owners shall constitute a quorum at all Meetings of the Unit Owners.

Section 8. Majority Vote. The vote of a majority of unit owners present at a meeting or by proxy at which a quorum shall be present shall be binding upon all Unit Owners for all purposes, except where in the Master Deed or these Bylaws, or by law, a higher percentage is required.

ARTICLE IV Officers of the Condominium

Section 1. Designation. Once elected, the Trustee Board shall consist of members and officers. The officers of the Condominium shall be board members and shall be the President, the Vice President, the Clerk and the Treasurer, all of whom shall be elected by the Board itself. If necessary, the Board may appoint an Assistant Treasurer, an Assistant Clerk and such other officers.

Section 2. Election of Officers. The officers of the Condominium shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board and until their successors are elected.

Section 3. Removal of Officers. Upon the affirmative vote of the majority of the members of the Board, any officer may be removed, either with or without cause, and his or her successor may be elected at any regular meeting of the Board, or any special meeting of the Board, as provided for in these Bylaws.

Section 4. President. The President shall be the chief executive officer of the Condominium. He or she shall preside at all meetings of the Unit Owners and the Board. He or she shall have all of the general powers and duties which are incident to the office of President of a stock corporation organized under the business corporation law of the Commonwealth of Massachusetts, including but not limited to the power to appoint committees from among Unit Owners from time-to-time as he or she may, in his or her discretion, decide are appropriate to assist in the conduct of the affairs of the Condominium.

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

Section 6. Clerk. The Clerk shall keep the minutes of all meetings of the Unit Owners and of the Board; shall have charge of such books and papers as the Board may direct; and shall perform all the duties incident to the office of Clerk of a stock corporation organized under the business corporation law of the Commonwealth of Massachusetts. The Clerk shall certify, from time-to-time or as necessary, in a written instrument recorded in the Franklin County Registry of Deeds, the membership of the Board of Trustees.

Section 7. Treasurer. The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. He or she shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board, or the managing agent, in such depositories as may from time-to-time be designated by the Board, and he or she shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation organized under the business corporation law of the Commonwealth of Massachusetts. No payment vouchers shall be paid unless and until approved by the Treasurer.

Section 8. Agreements. Contracts. Deeds. Checks. Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Condominium shall be duly authorized and executed by any two (2) officers of the Condominium or by such other person or persons as may be designated by the Board.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Condominium for acting as such.

ARTICLE V Notice

Section 1. Definition. Whenever under the provisions of the Master Deed or of these Bylaws, notice is required to be given to the Board, any Trustee or Unit Owner, it shall not be construed to mean personal notice; but such notice may be given in writing, in hand or by email if permissible or mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper addressed to the Board, such Trustee or Unit Owner at such address as appears on the books of the Condominium. Notice shall be deemed given as of the date of mailing.

Section 2. Service of Notice-Waiver. Whenever any notice is required to be given under the provisions of the Master Deed, of law, or of these Bylaws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VI Operation of the Units

Section 1. Determination of Common Expenses and Fixing of Common Charges. The Association shall from time-to-time, and at least annually, prepare a budget for the Units, determine the amount of the common charges payable by the Unit Owners to meet the common expenses of the Units, and allocate and assess such common charges among the Unit Owners according to their respective Common Area Percentage. Said budget shall be presented and approved at each Annual Meeting. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board pursuant to the provisions of Section 6 of this Article VI. The common expenses may also include such amounts as the Board may deem proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital of the Units, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the Unit common expenses, the common expenses may also include such amounts as may be required for the purchase or lease by the Board, on behalf of all Unit Owners, of any Unit

whose owner has elected to sell or lease such Unit, or of any Unit which is to be sold at a foreclosure or other judicial sale. The Board may also levy a special or extraordinary assessment against the Units in the event that the budget for any year is insufficient to pay any expenses or capital costs of the Units. Any such special or extraordinary assessment shall be payable upon such terms and conditions as the Board may deem necessary. The Board shall advise all Unit Owners promptly in writing of the amount of the common charges payable by each of them, respectively, as determined by the Board, as aforesaid and shall furnish copies of each budget on which such common charges are based to all Unit Owners and to their mortgagees.

During the time the declarant is Trustee, the Declarant shall prepare a budget for the Units. Said budget shall not require the declarant to make any payments or assessments for units under construction, not fully completed or pending sale. Declarant shall, in its sole discretion, determine and make payment to the Association for any direct beneficial services (snow plowing and lawn maintenance) provided to a Unit owned by Declarant.

Section 2. Payment of Common Charges. All Unit Owners shall be obligated to pay the common charges assessed by the Trustees pursuant to the provisions of Section 1 of this Article VI in advance. Nothing herein shall prohibit the Association agreeing, after an annual meeting vote to allow for common charges to be collected quarterly.

No Unit Owner shall be liable for the payment of any part of the common charges assessed against his or her Unit subsequent to a sale, transfer or other conveyance by him of such Unit, together with the Appurtenant Interests, as defined in the Master Deed. In addition, any Unit Owner may, subject to the terms and conditions specified in these Bylaws, provided that his or her Unit is free and clear of liens and encumbrances other than the statutory lien for unpaid common charges, convey his or her Unit, together with the Appurtenant Interests to the Trustees, and in such event be exempt from common charges thereafter assessed. A purchaser of a Unit shall be liable for the payment of common charges assessed and unpaid against such Unit prior to the acquisition by him of such Unit, except as provided otherwise by statute.

Section 3. Collection of Assessments. The Trustees shall take prompt action to collect any common charges due from any Unit Owner, which remains unpaid after the due date thereof. In the event of default by any Unit Owner in paying to the Association, the common charges as determined by the Board, such Unit Owner shall be obligated to pay interest at the prime rate of interest (adjusted quarterly) then used by the bank in Franklin County designated by the Board from time-to-time on such common charges from the due date thereof, together with all expenses, including attorney's fees, incurred by the Board in any proceeding brought to collect such unpaid common charges. The Board shall have the right and duty to attempt to recover such common charges, with interest and the expenses of suit, including attorney's fees, in an action to recover the same or by foreclosure of the lien on such Unit as provided in Section 6 of Chapter 183A of Massachusetts General Laws.

Section 4. Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Board to foreclose a lien on a Unit because of unpaid common charges, the Unit Owner shall be required to pay a reasonable rental for the use of his or her Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board, acting on behalf of all Unit Owners, shall have the power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 5. Statement of Common Charges. The Board shall promptly provide any Unit Owner so requesting the same in writing, a written statement of all unpaid common charges due from such Unit Owner.

Section 6. Insurance.

Section 6.1 Coverage.

The Board shall maintain, to the extent available, master policies of insurance of the following kinds, insuring the interest of the Association, the Trustees, all Unit Owners and their Mortgagees as their interests may appear: Casualty or physical damage insurance on; a.)the buildings; b.)the Units (including appliances fixtures, vanities tubs, toilets and flooring at the quality installed at the time of initial construction); c.)all other insurable improvements forming part of the Condominium; d.)the service machinery, apparatus, equipment and installations located in the Condominium and existing for the provision of central services; all of said kinds as now existing or as they may, from time to time be increased by Amendments to the Master Deed. The Board shall not however insure: Unit furniture, furnishings, wall and window coverings and personal property of the Unit Owners therein.

Such insurance shall be maintained, , in an amount not less than one hundred (100%) percent of their full replacement value (exclusive of foundations) as determined by the Board in its judgment, against; (1) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, together with coverage for the payment of common expenses attributable to damaged Units during the period of reconstruction, and (2) such other hazards and risks as the Board from time-to-time, in its discretion, shall determine to be appropriate, including but not limited to vandalism, malicious mischief, windstorm and water damage, boiler, furnace, and machinery explosion or physical damage insurance. Such policy or policies shall provide (to the extent such clauses are so obtainable) (1) that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the insured, including each Unit mortgagee; and (2) that coverage thereof shall not be terminated for nonpayment of premiums without thirty (30) days' notice to all of the insured, including each Unit mortgagee. Certificates of such insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered by the Board to Unit Owners and their

mortgagees upon request at least ten (10) days prior to the expiration of the then current policies.

The board shall also maintain comprehensive public liability insurance in such amounts and forms as shall be determined prudent by the Trustees. Said insurance shall insure the Association, the Trustees, the Unit Owners and an manager or managing entity of Association.

The Board may, in its sole discretion, purchase such other insurance as it shall determine.

Section 6.2 Payment to Board in Case of Loss. Such master policies shall provide that all casualty loss proceeds thereunder shall be paid to the Board of Trustees as insurance trustee under these Bylaws. The duty of the Board as such insurance trustee shall be to receive such proceeds as are paid and to hold, use and disburse the same for the purposes stated in this Section and Section 7. If repair or restoration of the damaged portions of the Condominium is to be made, all insurance loss proceeds shall be held in shares for the Association and the owners of damaged Units in proportion to the respective costs of repair or restoration of the Common Elements and damaged Units, with each share to be disbursed to defray the respective costs of repair or restoration, with any excess of any such share of proceeds above such costs of repair or restoration to be paid to the Association or Unit Owners for whom held upon completion of repair or restoration; but, if pursuant to Section 7, restoration or repair is not to be made, all insurance loss proceeds shall be held as common funds of the Association and applied for the benefit of Unit Owners in proportion to their beneficial interests in the Association if the Condominium is totally destroyed, and, in the event of partial destruction, after payment for such restoration of the Common Elements as the Board may determine, to those Unit Owners who have suffered damage in proportion to the damage suffered by them. Such application for the benefit of Unit Owners shall include payment directly to a Unit Owners' mortgagee if the mortgage so requires. If payments are to be made to Unit Owners or mortgagees, the Trustees shall obtain and may rely on an attorney's certificate of title or a title insurance policy based on a search of the records at the Franklin County Registry of Deeds from the date of recording of the original Master Deed stating the names of the Unit Owners and the mortgagees.

Section 6.3 Other Provisions. In addition to the coverage and provisions set forth in Section 6.1, the Trustees shall, in their discretion, see that all policies of physical damage insurance: (1) shall contain waivers of subrogation by the insurer as to claims against the condominium, the Board, their employees, Unit Owners and members of the family of any Unit Owner who resides with said Unit Owner, except in cases of arson and fraud; (2) shall contain a waiver of defense of invalidity on account of the conduct of any of the Unit Owners over which the Board has "no control;" (3) shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Unit Owners or their mortgagees; and (4) shall exclude policies obtained by individual Unit Owners from consideration under any "no other insurance" clause. The Board may include a deductible provision, but funds to cover the deductible should be included in a reserve account.

Section 6.4 Owner's Insurance and Responsibility for Increase in Premiums of Master Policy.

Each Unit Owner shall obtain additional insurance for his or her own benefit at his or her own expense for their furniture, furnishings and other personal property. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Board pursuant to Section 6.1 above, and each Unit Owner hereby assigns to the Board the proceeds of any such policy to the extent that any such policy does in fact decrease such coverage, said proceeds to be applied pursuant to the terms of this Section as if produced by such coverage. Copies of all such policies (except policies covering only personal property of individual Unit Owners) shall be filed with the Board. In the event such improvement is deemed to increase the risk to the Common Elements and result in an increased cost to the Association, any such cost shall be paid by the Unit Owner.

Section 6.5 Insurance a Common Expense. The cost of insurance purchased pursuant to Section 6.1 shall be a common expense for the Unit Owners assessable and payable as provided in Section 1 through 4 of this Article VI.

Section 7. Repair or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of the buildings containing the Units (or any one of them) as a result of fire or other casualty, the Board shall arrange for the prompt repair and restoration of said buildings (but not including any furniture, furnishings, or other personal property supplied by Unit Owners), and the Board shall disburse the proceeds of all insurance policies to the contractors engaged in such repair or restoration in appropriate progress payments. Any cost of such repair or restoration in excess of the insurance proceeds shall constitute a common expense, and the Board may assess all the Unit Owners for such deficit and for a completion bond for such deficit as part of the common charges. If there shall have been a repair or restoration pursuant to the first paragraph, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, the excess of such insurance proceeds, shall be added to the Condominium's reserve fund or, at the option of the Board, divided among all the Unit Owners in proportion to their respective common interests after first paying out of the share due each Unit Owner such amounts as may be required to reduce unpaid Common Area Charges due on such Unit.

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

- (1) If seventy-five (75%) percent of all Unit Owners do not agree within one hundred twenty (120) days after the date of the casualty to proceed with repair or restoration, the Condominium, including 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 the partition sale together with any common funds 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.

- (2) If seventy-five (75%) percent of the Unit Owners agree to proceed with the necessary repair or restoration, the cost of the rebuilding of 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 costs exceed ten (10%) percent 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 Franklin County on such notice to the Board as the Court shall direct, for an order directing the purchase of his or her Unit by the Board at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

Section 8. Maintenance and Repairs.

- (a) The Unit Owner shall be responsible for the proper maintenance and repair of their respective Units and the maintenance, repair and replacement of utility fixtures therein serving the same, including without limitation (and except as stated in the Master Deed to be part of the common areas and facilities of the Condominium), interior finish walls, ceilings and floors and flooring, appliances, windows and window trim; doors, door frames and interior door trim; plumbing and sanitary waste fixtures and fixtures for water and other utilities; electrical fixtures and outlets; any approved and installed skylights, tubes, fireplaces or other improvements as governed and defined through the Condominium Deed, Trust and Rules and Regulations; and all wires, pipes, drains and conduits for water, sewerage, electric power and light, telephone and any other utility services which are contained in and serve such Unit. If the Trustees shall, at any time, in their reasonable judgment determine that the interior of any Unit is in such need of maintenance or repair that the market value or reasonable enjoyment of one or more other Units is being adversely affected or that the condition of a Unit, fixtures, furnishings, facilities or equipment therein is hazardous to any Unit or the occupants, the Trustees shall, in writing, request the Unit Owner to perform the needed maintenance, repair or replacement to correct the condition and if such work has not been commenced within fifteen (15) days (or less if an emergency) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of the Owners of such Unit and to enter upon and have access to such Unit for that purpose. The reasonable cost of such work shall constitute a lien upon such Unit, and Owners of such Unit shall be personally liable therefor along with the reasonable costs of collection and attorney's fees.
- (b) All maintenance, repairs and replacements to the Common Elements, as defined in the Master Deed, shall be made by the Board and shall be charged to all the Unit Owners as a common expense excepting to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner.

Section 9. Restriction on Use of Units. In order to provide for congenial occupancy of the property and for the protection of the value of the Units, in addition to those restrictions contained within the master deed:

- a. The use of the property shall be restricted to residential or rental housing in each Unit (or a home office or studio as further articulated in the Master Deed) and Common Elements relating thereto.
- b. The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.
- c. No nuisance shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.
- d. No immoral, improper, offensive, or unlawful use shall be made of Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed, and violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners or the Board, whichever shall have the obligation to maintain or repair such portion of the Property.
- e. Any lease or rental agreement shall be in writing and be subject to the requirements of the Condominium Documents and Owners Association Bylaws. No Unit may be leased for less than one (1) year and at least one tenant must be 55 years of age or older and any occupancy must comply with the qualified resident provisions contained within the master deed. A copy of each lease or rental agreement shall be filed with the Condominium Association upon commencement of any rental term and upon the request of the Board.

Section 10. Improvements.

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

Section 11. Additions, Alterations or Improvements by Unit Owners. No Unit Owner shall make any structural addition, alteration, or improvement in or to his or her Unit without prior written consent thereto of the Board. The Board shall have an obligation to answer any written request by a Unit Owner for approval of a proposed addition, alteration or improvement in such Unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board to the proposed addition, alteration or improvement. No Unit Owner shall make an application to any department of the Town of (South) Deerfield or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit incurring any liability on the part of the Board nor will a Unit Owner create Board liability to any contractor, subcontractor or material man on account of such addition, alteration, or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section 11 shall not apply to Units owned by the Declarant until such Units shall have been initially sold by the Declarant.

Section 12. Use of Common Elements. The driveways and walks shall be used for no purpose other than a normal transit over them.

Section 13. Right of Access. A Unit Owner shall grant a right of access to his or her Unit to the manager and/or managing agent and/or any other person authorized by the Board, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any conditions originating in his or her Unit or elsewhere in the Building in which the Unit is located; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section, any costs for repairs shall be borne in accordance with the provisions of Section 8 of this Article.

Section 14. Rules and Regulations. Rules and Regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board. Copies of such Rules and Regulations shall be furnished by the Board to each Unit Owner prior to the time when the same shall become effective.

Section 15. Electricity and Other Utilities. Certain utilities, including but not limited to electricity and cable, and which may include water, shall be supplied by the public utility companies serving the area directly to each Unit through a separate bill, and each Unit Owner shall be required to pay the bills for said utilities consumed or used by his or her Unit. The utilities serving the Common Elements, if any, and for water if not provided separately to each Unit, shall be separately metered, and the Board shall pay all bills for utilities consumed for servicing of the Common Elements and water, as a Common Expense.

ARTICLE VII

Mortgages

Section 1. Notice to the Board. A Unit Owner who mortgages his or her Unit shall notify the Board of the name and address of his or her mortgagee and shall file a copy of the note and mortgage with the Board, certified by the Unit Owner, which the Board shall maintain in a separate book with other pertinent mortgagee information.

Section 2. Notice of Unpaid Common Charges. The Board, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common charges due from, or other default by the Owner of the mortgaged Unit.

Section 3. Notice of Default. The Board, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering each Unit whose name and address has heretofore been furnished to the Board.

Section 4. Examination of Books. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times.

ARTICLE VIII
Mortgage 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 or her Unit without including therein the appurtenant interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interest 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 Interest of all Units. No Unit may be conveyed pursuant to a time sharing plan as defined in Chapter 183B of the General Laws of the Commonwealth of Massachusetts.

Section 2. Payment of Assessments and Release of Liens. No Unit Owner shall be permitted to convey, mortgage, pledge, sell or lease his or her Unit until the charges theretofore assessed by the Board against his or her Unit have been paid and satisfied. Upon the payment of such indebtedness, any member of the Board of Trustees may, upon the advice of the Treasurer of the Board (or Assistant Treasurer, if any) execute a discharge of the Unit from the lien arising under Chapter 183A, Section 6, which discharge may be recorded. Notwithstanding this provision or any other provision of the Master Deed or these Bylaws, until the first Unit Owners meeting is called by the Declarant, any discharge executed by any one Trustee named in these Bylaws shall be binding on the Condominium.

ARTICLE IX Condemnation

Section 1. Condemnation. If more than ten (10%) percent of the Condominium is taken under the power of eminent domain, the taking shall be treated as a "casualty loss," and the provisions of Section 17 of Chapter 183A of Massachusetts General Laws shall apply. Where one or more Units have been substantially altered or rendered uninhabitable as a result of a partial taking, and the Unit Owners vote to restore and continue the Condominium pursuant to the provisions of Section 17 of said Chapter 183A, the Board shall have the authority to acquire the remaining portions of such Units, for such price as the Board shall determine, provided that any Unit Owner of such remaining portion who does not agree with such determination may apply to the Superior Court of Franklin County on such notice to the Board as the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court. Where, as a result of a partial taking, any Unit is decreased by a partial taking, then the Board may make such provision for realignment of the percentage interests in the Common Elements as shall be just and equitable. In the event of a total or partial taking under the powers of eminent domain, the Unit Owners shall be represented by the Condominium Association acting through the Board. In the event of partial taking, the award shall be allocated to the respective Unit Owners according to their undivided interest in the Common Elements, except as to such portion or portions of the award which are attributable to direct or consequential damages suffered by particular Units, as their interest may appear. In the case of a total taking of all Units and their Common Elements, the entire award shall be payable to the Board to be distributed to the Unit Owners in accordance with their respective percentage interest in the Common Elements.

ARTICLE X Maintenance of Records

Section 1. Records and Audits. The Board shall keep detailed records of the actions of the Board, minutes of the meetings of the Board, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium including a chronological listing of receipts and expenditures, as well as a separate account for each Unit, which, among other things, shall contain the amount of each assessment of common charges against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. An annual report of the receipts and expenditures of the Condominium, prepared by an independent certified public accountant, shall be rendered by the Board to all Unit Owners promptly after the end of each fiscal year. Copies of the Master Deed, these Bylaws, Rules and Regulations and floor plans of the Buildings and Units, as the same may be amended from time-to-time, shall be maintained at the office of the Board and shall be available for inspection by Unit Owners, their mortgagees and their authorized agents during reasonable business hours.

**ARTICLE XI
Miscellaneous**

Section 1. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 2. Captions. The captions herein are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provision thereof.

Section 3. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural, whenever the context so requires.

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

Section 5. Common Water/Sewer. Each Unit Owner and the Condominium Association are jointly and severally liable for the maintenance and repair of the common water and sewer lines that serve the premises.

**ARTICLE XII
Amendments to Bylaws**

Section 1. Amendments to Bylaws. These Bylaws may be modified or amended by sixty-six and two-thirds (66 2/3%) percent (or if such modification or amendment affects a provision then requiring a larger percentage as required by either statute or the specific provisions of the condominium documents, such larger percentage shall be required) or the votes, as that term is defined in Article III, Section 6, of all Unit Owners at a meeting of Unit Owners duly held for such purpose and the written consent of the holders of a majority of the first mortgages on mortgaged Units.

For as long as Declarant remains the Owner of a Unit in the condominium, these Bylaws may not be amended so as to adversely affect Declarant without Declarant's consent.

**ARTICLE XIII
Conflicts**

Bylaws are set forth to comply with the requirements of Chapter 183A of Massachusetts General Laws. In case any of these Bylaws conflict with the provisions of said statute or the Master Deed recorded in the Franklin Country Registry of Deeds, as the case may be, the statute shall control the Master Deed, and the Master Deed shall control these Bylaws.

ARTICLE XIV
Secondary Market Provisions

Notwithstanding anything to the contrary contained elsewhere in these Bylaws, the following provisions shall govern and be applicable insofar as the same are required in the sole discretion of the Trustee in order to qualify mortgages of Units in the Condominium for sale to on the secondary mortgage market.

Section 1. No Liability for Common Charges. Except as otherwise provided by the statute, any first mortgagee who obtains title to a Condominium Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee. As used herein, "First Mortgagee" shall mean a lender holding a first mortgage whether or not said mortgagee is listed on the records of the Condominium as such.

Section 2. Two-Thirds Majority. Except as provided by the statute in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium project, unless at least two-thirds (2/3rds) of the first mortgages (based upon one vote for each first mortgage owned) or have been given proper notice and have failed to respond within thirty days of certified mailing, and Owners (other than sponsor, developer, or builder) of the individual Condominium Units have given their prior written approval, the Trustees of the Association shall not be entitled to:

- a. by act or omission, seek to abandon or terminate the Condominium project;
- b. change the pro rata interest or obligation of any individual Condominium Unit for the purpose of:
 - i. levying assessment or charges or allocating distributions or hazard insurance proceeds or condemnation awards; or
 - ii. determining pro rate share of ownership of each Condominium unit in the Common Elements
- c. partition or subdivide any Condominium Unit;
- d. by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. The granting of easements for public purposes consistent with the intended use of the Common Elements by the Condominium project shall not be deemed a transfer within the meaning of this clause;

- e. use hazard insurance proceeds for losses to any Condominium property for other than the repair, replacement or reconstruction of such Condominium property.

Section 3. Priority in Loss or Condemnation. No provision of said Master Deed or these By-laws shall give a Condominium 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 to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/ or Common Elements.

Section 4. Reserves. Condominium dues or 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. Charges should be designed to be anticipated, and the Board shall not routinely rely upon special assessments.

Section 5. Notice of Defaults/Casualty/Condemnation. A first mortgagee, upon request, will be entitled to written notification from the Board of: any default in the performance by the individual Unit Owner of any obligation under the Condominium documents which is not cured within sixty (60) days; of casualty or damage to any unit upon which the first mortgagee holds a mortgage; and any proposed taking or taking by condemnation or eminent domain of said unit or the Common Elements.

Section 6. Management Contracts. Any agreement for professional management of the Condominium, or any other contract providing for services of the developer, sponsor, or builder, may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

Section 7. Insurance. The Board may obtain fidelity coverage against dishonest acts on the part of the Board of Trustees or managing Agents, Employees or volunteers responsible for handling funds belonging to or administered by the Board of Trustees. Said fidelity bond or insurance must name the Association as the named and insured and shall be written in an amount sufficient to cover the maximum funds that will be in the custody of the Condominium Trust at any time while the bond is in force and in addition provide protection which is in no event less than three (3) months' assessment on all Units in the Condominium plus the reserve funds. If said policy would not otherwise cover persons who serve without compensation, appropriate endorsements to cover said volunteers shall be added to the Policy.

Section 8. Annual Statements. If required by FNMA, an accountant shall prepare an audited financial statement within a reasonable time after the end of the fiscal year of the Association, which shall be available to all first mortgages.

ARTICLE XV
Arbitration Clause

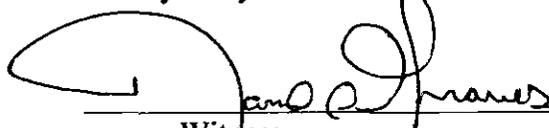
In the event of a dispute between the Owners of the Units or between the Trustees as to any matter involving this Trust, the Master Deed or the Condominium generally, either of the disputing parties may at his or her option:

- a. Refer the matter to binding arbitration by sending written notice requesting arbitration to the other party, which notice shall name one arbitrator who shall be an attorney licensed to practice law in the Commonwealth of Massachusetts. Within fourteen (14) calendar days after receiving such notice, the other party shall, by written notice to the requesting party, name a second arbitrator who shall likewise be an attorney licensed to practice law in the Commonwealth of Massachusetts, failing which, the first arbitrator appointed shall appoint such second arbitrator. If the two arbitrators thus appointed are unable, within fourteen (14) calendar days after the date of the appointment of the second arbitrator to be appointed, to agree upon a settlement of the dispute, they shall then appoint an impartial third arbitrator within twenty (20) calendar days after the said date of appointment of the second arbitrator.

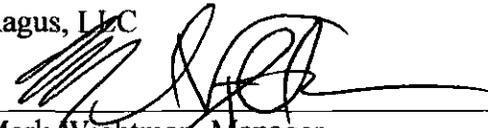
The third arbitrator need not be an attorney, but shall be someone who is in the field of professional property management or is otherwise qualified by profession to deal with the matter in dispute. If the two (2) arbitrators cannot agree on a third arbitrator and if they fail to act to appoint one within said twenty (20) day period, then either party may apply to the American Arbitration Association for the appointment of the third arbitrator. The third arbitrator shall within fourteen (14) calendar days after his or her appointment render a decision in the dispute. The decision of the arbitrators, whether it be by agreement of the first two arbitrators or, failing which, by the decision of the third arbitrator, shall be conclusive and binding upon all parties to the dispute, and any such decision shall be enforceable by any court of competent jurisdiction. Each party shall pay for the fees and other costs of the arbitrator appointed by him or for him (should he or she fail to duly make the appointment), and the fees and costs of the third arbitrator shall be shared equally by the parties. Except as otherwise herein provided, the arbitration shall be conducted in accordance with the rules then pertaining to the American Arbitration Association.

- b. Commence an action in either the District or the Superior Court of the applicable district or County wherein the Condominium lies to decide the matter, with such notice being given to the other party as the Court may order. The fees and costs associated with bringing the matter to court and prosecuting the court proceedings shall be paid as the Court orders.

IN WITNESS WHEREOF, the said RAGUS LLC has executed this as a sealed instrument on the day and year first hereinabove set forth.



Witness

Ragus, LLC


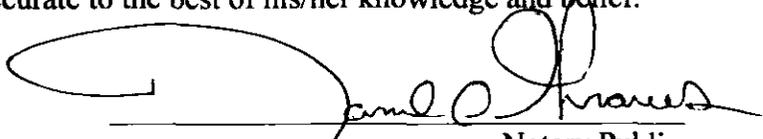
Mark Wightman, Manager

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

November 20, 2018

On this 20th day of November, 2018, before me, the undersigned notary public, personally appeared Mark Wightman, Manager of RAGUS LLC, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.



, Notary Public
My commission expires: 11/26/2021

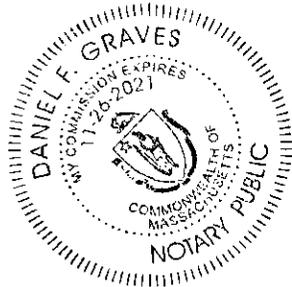


EXHIBIT B

**RULES AND REGULATIONS
OF THE SUGARLOAF CONDOMINIUM
SOUTH DEERFIELD, MASSACHUSETTS**

These restrictions, which may from time to time be amended, shall be for the benefit of the owners of all of the Units, and the Trustees as Trustees for the Common Elements of the SUGARLOAF CONDOMINIUM (hereinafter "Condominium") located in South Deerfield, Massachusetts. Said Condominium shall be governed by the Sugarloaf Condominium Association (hereinafter sometimes referred to as the "Association"). Said Association was created under a Declaration of Trust recorded in the Franklin County Registry of Deeds. The initial Trustee shall be the Declarant, Ragus LLC. After said initial Trustee, the Trustees of said Trust shall be solely responsible for enforcement of these rules and regulations which may be, from time to time amended. Said rules and regulations shall, insofar as permitted by law, be perpetual. No Unit Owner shall be liable for any breach of the provisions of these Restrictions except as such breach shall occur during his ownership thereof. The Trustees, in the enforcement of these restrictions, may resort to all lawful remedies, including the levying of fines, placement of liens and foreclosure on said liens. All fines so levied and all other enforcement expenses, including reasonable interest, collection costs, recording fees, court costs and attorneys' fees, shall be levied upon the Unit Owner found to be in violation as a common expense, and all such expenses shall become a lien upon the Unit and subject to collection and enforcement including but not limited to the right to foreclose on said unit.

1. Insurance

Nothing shall be done or kept in any Unit which will increase the rate of insurance of the Condominium, or contents thereof, applicable for housing, without the prior written consent of the Trustees. In the event the Trustees do consent to any such matter which does increase the rate of insurance, the increased cost shall be paid by the Unit Owner responsible for the same and said consent is conditioned upon continual payment of said additional cost. No Unit Owner shall permit anything to be done, or kept in his Unit, which will result in the cancellation of insurance on the Condominium, or contents thereof, or which would be in violation of any law or in of the Aquifer Protection Regulations. No waste shall be committed in the Common Element.

2. No Obstruction of Common Areas and Facilities

No one shall unreasonably obstruct any part of the common areas, facilities or hallways, without prior consent of the Trustees.

3. No Articles in Common Area

No clothes, sheets, blankets, laundry or other articles shall be hung out of a unit or exposed on any part of the common areas and facilities. The Trustees may approve a singular umbrella clothes line for each Unit Owner so requesting. In determining approval, Trustees shall condition approval on the pole and umbrella being of a neutral color and being constructed in a manner that the pole and umbrella are removable when not in immediate use. Further, approval shall be conditioned upon the concrete base and sleeve to receive the umbrella pole being below ground level so as not to interfere with mowing. Umbrella clothes line shall not be utilized during any lawn mowing days. Unit owners shall be responsible for any damage caused by their umbrella pole or base or bird feeder pole (as discussed below) or base and their failure to adhere to any conditions placed upon the approval of the same. No items including but not limited to: storage sheds or storage devices, carriages, toys, bicycles, benches, chairs or other articles shall be placed on any part of the common areas and facilities unless otherwise permitted herein or except when such articles are in actual use by a Unit Owner, or his or her family or guests. In the event an owner has been granted a garden area easement or dog area easement, said area shall not be utilized for storage of any item.

4. No Liability for Personal Property of Unit Owners

All personal property of the Unit Owners or any other occupant of a unit, whether in the units, in the common areas and facilities, in the Parking Spaces or elsewhere on the Condominium property, shall be kept therein at the sole risk and responsibility of the respective Unit Owner or occupant, and the Trustees shall have no responsibility therefor.

5. Radios, Musical Instruments and Audible Noise

The volume of voices, television sets, radios, stereo devices, musical instruments, or any other audio source shall not be operated in any manner that would result in sounds emanating therefrom being heard in any other unit.

6. Pets

At their sole liability, any Unit Owner may keep one dog and/or two indoor cats in the Unit (unless at the time the Unit Owner acquires the Unit, such Unit Owner has two dogs, in which event the Unit Owner may retain such pets until their passing or removal hereunder at which time the maximum of one dog and two indoor cats shall be reinstated). The right to have a dog or cat is subject always, however, to the restrictions and limitations of any relevant State or Local regulation and the Rules and Regulations of the Condominium as from time to time amended. Owners may also maintain an indoor aquarium of reasonable residential size with fish. No other animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except with the prior written approval of the Trustees which may be withheld.

All such pets must be registered with the Trustees. The keeping of any pet even with such approval shall be subject to rules adopted by the Trustees and subject to the condition that they are not bred or kept, bred or maintained for any commercial purposes; and subject to the further condition that any such pet causing or creating a nuisance or unreasonable disturbance or noise, solely as determined by a vote of the Trustees, shall be permanently removed from the Condominium. In no event shall any pet be permitted in any portion of the Common Elements, unless carried or on a leash, per local regulations. The Unit Owner shall be responsible for any and all damages to persons on property caused by the pet and shall indemnify and hold harmless the Condominium Association if requested. The Unit Owner shall be responsible for immediate clean up and proper disposal of any waste of the pets.

Trustees may approve Unit Owners to fence, at Unit Owner's expense, an enclosed pet area (if unit owner does not have an approved garden enclosure. Said area shall be directly in the back of the applying Unit Owner's unit and shall comply with all town setback regulations. The design of any enclosure shall be limited to approximately 16' X 16' and shall be constructed to the following specifications: Fencing will consist of 16 Feet of white vinyl fence approximately 6 feet high running perpendicular to the building and closest to the other condominium unit in the duplex (solid white vinyl fencing may be waived by the adjoining owner in which case the white picket described below may be utilized. The second side of the enclosure shall be made up of the Unit Wall and the fencing on the remaining two sides shall be white picket fencing to be designated by the Declarant or Trustees as the case may be.

Any approved pet shall not be allowed to be outside the unit or in the pet area unless they are directly accompanied by an adult able to control the animal. The animal shall not be tied within the enclosed area and no animal "runs", ropes or leads shall be permitted. A Pet shall not be tied to any structure, common element or item of any nature within the condominium project.

Any unit owner requesting and receiving approval for a pet enclosure shall be responsible for maintaining the same, including but not limited to immediate and responsible disposal of animal waste. Unit Owner shall be responsible for the additional cost of mowing and trimming the enclosed area and the area surrounding both sides of the installed fences and shall not be permit any pet to be in the pet area during any such lawn maintenance. Trustee permission is conditioned upon the payment by Unit Owners of all such additional costs and adherence to these bylaw provisions. The Trustees further reserve the right that, upon the failure to maintain the pet enclosure area or violation of any other pet policy, the Trustee may cause or direct that the enclosure be removed at which time the Unit Owner's right to a pet enclosure shall be terminated.

In the event that the Trustees shall reasonably determine that a pet has caused harm or injury to any person or other pet, the Trustees shall send a written notice to the Unit Owner whose pet has caused harm or injury, whereupon the pet shall be removed immediately and permanently from the Condominium.

In the event that the Trustees shall reasonably determine that a pet poses a threat of harm or injury to any person or other pet, the Trustees shall send a written notice to the Unit Owner, whose pet is deemed to pose a threat, notifying the Unit Owner that if the pet continues to pose a threat of harm or injury, the pet shall be permanently removed. If, after such written notice, the pet shall continue to pose a threat of harm or injury, as determined by the Trustees in their sole discretion, the pet shall be permanently removed from the Condominium upon three (3) days written notice from the Trustees.

In the event that the Trustees shall reasonably determine that a pet is causing or creating any other nuisance or unreasonable disturbance or that the Pet area is not being maintained, the Trustees shall send a written notice to the Unit Owner whose pet is causing or creating a nuisance or unreasonable disturbance notifying the Unit Owner that if the nuisance or unreasonable disturbance continues the pet shall be permanently removed. Unreasonable disturbance shall include, but not be limited to barking or whining during any hour that is not addressed immediately. If, after such written notice, the pet shall continue to create a nuisance or unreasonable disturbance, as determined by the Trustees on their sole discretion, the pet shall be permanently removed from the Condominium upon three (3) days written notice from the Trustees.

In any event of removal of Pet as outlined above or upon the death of any remaining pets, the Pet Enclosure Area shall be removed within ninety days of owner not having a qualified Pet.

7. No Offensive Activity

No offensive activity shall be carried on in any Unit or common area 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, or occupant, shall make or permit any disturbing noises by himself, his family, guests, agents, servants, employees, agents, visitors, licensees, or tenants, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.

8. Trash

Unit owners are responsible for disposal of their rubbish and recyclables and garbage. All garbage and trash must be placed in the proper receptacles designed for refuse collection, such receptacles to be closed and odor free, and no garbage or trash shall be placed elsewhere in any of the common areas and facilities.

All Trash and Recyclables to be picked up by private trash service shall be in proper receptacles, secured and contain secure lids. Said receptacles shall not be placed by the curb any earlier than after dark on the evening before the scheduled pick up and shall be removed from the curb and properly stored on the same day as the pick up occurs.

Each Unit Owner shall be obligated to maintain and keep in good order and repair his Unit, in accordance with the provisions of the Trust, and shall not sweep or throw or permit to be swept or thrown from their Unit, or from the doors and windows thereof, any dirt or other substance. The removal of snow from driveways, walkways and the stairs to the front door shall be the responsibility of the Association. Any individual snow movement shall not be moved to these areas to impede the Associations removal obligations. Further, the removal of snow from porches, back stairs, roofs, patios and decks shall be the responsibility of individual Unit Owners said snow shall be permitted to be placed upon common areas provided the disposal is not placed upon the drives of others or the traveled areas.

9. Exterior Apparatus

With the exception of permitted drying umbrellas and permitted solar arrays as regulated elsewhere herein, no television or radio antennas, or any other such device, or other items, shall be installed on the exterior of any unit, or on the common areas and facilities or be permitted to be hung out of a unit.

Holiday decorations are limited to unit interiors, porches and patio areas only and must be removed no later than 30 days from the holiday so celebrated.

Trustees may approve a Unit Owner to install a bird feeder. However, bird feeders will only be allowed in the rear of a unit and shall be required to be installed away from a unit so as to not damage or dirty the exterior of a unit. Any cleaning or maintenance issues caused by the birds and/or birdfeeders including but not limited to power washing siding or increased mowing expense shall be the sole responsibility and expense of the unit owner. Approval shall be conditioned upon the feeder and the area around the bird feeder being maintained in a clean and orderly fashion.

Whole house generators may be allowed with permission by and in accordance with any requirements and restrictions of the Condominium Association.

Temporary ramps for the purposes of allowing access for any disabled occupant shall be allowed with permission by the Association and in accordance with any requirements of the Association.

Any and all easements for items defined within the Master Deed must be approved before any installation shall occur after the initial construction by Developer. After installation all easements and operation of said items shall be governed, and regulated by the Association through rules it may from time to time adopt, delete or change.

10. Access

The Trustees or the managing agent appointed by the Trustees, and any contractor or workman authorized by the Trustees or the said 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 when they can enter at any time without prior notification) for the purpose of inspecting such Unit and for the purpose of performing work.

11. Storage

No Unit Owner, or occupant, their family, guests, agents, servants, employees, licensees, or tenants shall at any time bring into or keep in his Unit any flammable, combustible or explosive fluid, material, chemical, or substance, except medical oxygen, such lighting and cleaning fluids as are customary for residential or residential medical use. Nor shall any party engage in any action related to prohibited substances, use and disposal as regulated by the Aquifer Protection Regulations.

12. Damage

Any damage to any building, equipment or common areas and facilities caused by a Unit Owner or such Unit Owner's family, visitor, or pet shall be repaired at the expense of the Unit Owner. Any failure to pay shall be included as an assessment against the Unit Owner and the immediate failure to pay shall entitle the Association to all rights and remedies provided herein and by law.

13. Secured Points

Unit entry doors and garage doors shall be kept locked and secured at all times except when actually in use. Unit Owners may install, upon the common areas including doors and windows, deadbolts, locks and security systems with the prior approval of the Trustees.

14. Complaints

Complaints regarding the management of the Condominium or maintenance of the common areas and facilities, or regarding actions of other Unit Owners or occupants shall be made in writing to the Trustees. No Unit Owner shall attempt to direct, supervise or in any manner attempt to control or request favors of any employee of the Trust.

15. Vehicles

No heavy duty vehicles (commercial trucks or pickup style trucks rated above 3/4 ton, recreational vehicles), boats, utility trailers, boat trailers and camper trailers and other wheeled equipment will be allowed within open areas of the condominium including all common areas and unit driveways and parking areas. Emergency overnight storage arrangements must be made with the Trustees. Commercial vehicles providing delivery or maintenance services to a unit during the daylight hours are permitted.

16. Patios, porches and decks

Patios, porches, and decks shall be kept in an orderly fashion. Unit owners shall not use them for storage of personal property (except grills and outdoor furniture in the summer months) or in any other way which detracts from the appearance of the Condominium. Grills may be used only in the patio and deck areas and fires must be controlled at all times. Excessive smoke, which annoys neighboring units, is prohibited.

17. Parking

Obstruction affecting the flow of traffic and potential passage of emergency vehicles over the roadway through the condominium complex is prohibited as a condition of these rules and regulations. Parking on the grass or tree belt is prohibited. No unregistered vehicles are to be stored in the common areas or in the unit owner driveway. Removal will be at the unit owner's expense. No more than two vehicles are allowed to be parked overnight in any unit driveway with a single car garage and no more than four vehicles are allowed to be parked overnight in any unit with a two car garage. Parked vehicles shall not obstruct sidewalks and other common areas.

18. Aquifer Restrictions

All Unit Owners acknowledge receipt of a copy of the Aquifer Protections Restrictions and shall ensure that they, their guests, agents and invitees shall abide by all terms of the Aquifer Protections restrictions as established which include the prohibition against the storage and use of materials hazardous to the aquifer. Unit owners shall be personally liable for any violations committed by them and shall indemnify and hold the Association harmless in the event of a violation.

19. Plants and Gardens

Perennial and/or annual plants (not shrubs or trees) may be planted in a bed created and maintained by the unit owner. Vegetables shall not be permitted to be grown in these beds. Said bed may be covered with material to match the shrub beds. Beds may be maintained parallel to the foundation out to a maximum of three feet. No bed shall encroach in a common area in such a way as to cause interference or to create additional mowing efforts. Unit Owner shall be responsible for maintaining said plants in a neat and orderly fashion. All plantings will be removed at the end of the season or when dead, whichever comes first. Perennials will be cut back at the end of season. Flowers planted in containers on steps, patios, porches and decks are subject to the same rules as bedding plants. The plantings shall be in keeping with the character of the Condominium.

20. Garden Area

If the Unit owner does not have an approved Pet enclosure, Trustees may approve a vegetable garden area enclosure. An approved garden area enclosure shall require Unit Owners to fence, at Unit Owner's expense, a garden area. Said area shall be directly in the back of the applying Unit Owner's unit and shall comply with all town setback regulations. The design of any enclosure shall be limited to approximately 16' X 16' and shall be constructed to the specifications as determined by the then acting Trustee(s).

No Unit Owner shall fertilize or otherwise treat any lawn area in the garden area enclosure or any common area.

No cannabis shall be grown in any garden area or elsewhere in common areas.

All plants will be removed if they are unhealthy, diseased or dead. In any event all plants shall be removed at the end of the growing season.

Any unit owner requesting and receiving approval for a vegetable garden area enclosure shall be responsible for maintaining the same. Unit Owner shall be responsible for the additional cost of mowing and trimming the enclosed area and the area surrounding both sides of the installed fences. Trustee permission is conditioned upon the payment by Unit Owners of all such additional costs and adherence to these bylaw provisions. The Trustees further reserve the right that, upon the failure to maintain the garden area enclosure area, the Trustee may cause or direct that the enclosure be removed at which time the Unit Owner's right to a pet enclosure shall be terminated.

21. Solar

The Master Deed has included the right for parties to request to Trustees to allow a Unit Owner to establish an easement over a portion of the roof serving their Unit for the purposes of installing and maintaining Solar Panels. Any unit owner desiring to install a Solar Panel System on the roof must complete an application approved by the Trustees and provide the Trustees with plans and specifications for the proposed installation. Should said installation be anticipated at the time of the construction of the unit, the Developer, as initial Trustee shall act in that capacity for purposes of this regulation.

No installation of a Solar Panel System can be performed unless and until the Trustees have approved the application for installation including the plans and specifications, contractor's insurance and permits.

The Trustees may in their discretion approve or deny the application or approve the application with conditions including the payment of a fee (the fee shall be directly related to any costs incurred by the Association related to review and approval of the Unit Owner's application, said fee shall be in addition to the deposit in section 4 of this regulation) to the Association. When the application is complete the Trustees will endeavor to respond to the application within a reasonable time after submission depending upon the Trustees' meeting schedule.

The Plans and Specifications for the Solar Panel System must be satisfactory to the Trustees and include at a minimum as built Plans depicting the location, size, materials and color of all Solar Panels and appurtenances such as wiring, including how and where all wiring or conduit will be anchored. All wires leading from the panels to any controls must be encased in the walls and/or roof of the unit or otherwise hidden behind facia board or siding and not be allowed to be exposed on the exterior siding or elsewhere.

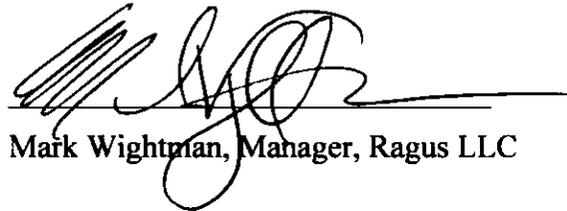
A structural engineering assessment of the roof structure and an analysis of the roof warranty may also be required. The costs of any such assessments or any other cost borne by the Trustees in contemplating approval shall be paid by the Unit Owner prior to any final decision and regardless of the Trustee's final decision.

As a condition of approval, the unit owner will be required to enter into a written Agreement with the Trustees for the exclusive use of the Condominium's roof in a form to be determined by the Trustees. The Agreement will be prepared by the Association's counsel and will include but not be limited to the following conditions: a.) the unit owner shall be responsible for the cost to install, repair and maintain the Solar Panel System; b.) the unit owner shall be responsible for any damage attributable to the installation of the Solar Panel System and will indemnify and hold harmless the Association and the other unit owners from any harm or damage caused by the Solar Panel System; c.) the unit owner shall insure the Solar Panel System at his/her cost and expense and name the Association on the certificate of insurance as an additional insured. The form and amount of the insurance must be satisfactory to the Trustees; d.) if the unit is sold or transferred, the new unit owner will be subject to the same conditions set forth in the Easement Agreement which will run with the unit; e.) all costs incurred by the Association related to the application for installation of the Solar Panel System including but not limited to the Association's attorney's fees for drafting, completing and recording the easement agreement will be paid by the unit owner; and f.) if repairs to the roof are required at any time in the sole discretion of the Trustees the unit owner will be responsible for removal and replacement of the Solar Panel System within a time frame determined by the Trustees.

At the time the application is approved in addition to the costs forth herein the unit owner will pay a deposit of \$1,000.00 to be held by the Association while the Solar Panel System is on the roof. The deposit will be refunded to the then-owner of the unit if and when the Solar Panels are removed and the roof is restored at unit owner expense to its original panel-less condition.

22. Common Area Conduct

To the extent applicable, all conduct by Unit Owners and their agents, guests or invitees on common areas shall be governed by these rules and regulations. Further all Unit Owners, their agents, guests or invitees shall adhere to any and all municipal rulings, laws, regulations, subdivision approval regulations and including but not limited to those restrictions placed upon activity within aquifer areas in the condominium development.

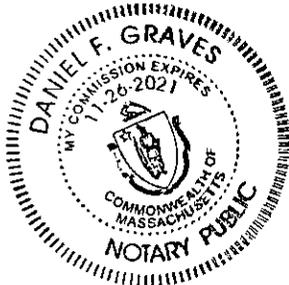

Mark Wightman, Manager, Ragus LLC

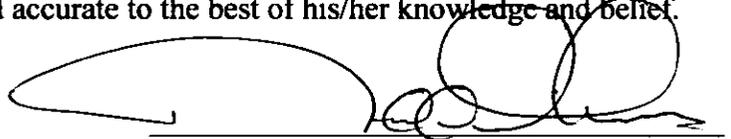
COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

November 20, 2018

On this 20th day of November, 2018, before me, the undersigned notary public, personally appeared Mark Wightman, Manager of RAGUS LLC, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.




_____, Notary Public
My commission expires: 11/26/2021