

VILLAGE GATE CONDOMINIUM TRUST

**CERTIFICATE OF TRUSTEES
REGARDING REFORMULATED RULES AND
REGULATIONS**

Reference is hereby made to the Village Gate Condominium Trust ("Trust") created by Declaration of Trust dated July 6, 1983, and recorded in the Bristol County North District Registry of Deeds in Book 2337, Page 265.

The undersigned, being 4 of the Trustees of the Trust, do hereby certify, pursuant to Article V, Section 5.6 and Article VI, Section 6.4 of the Trust that the following Rules and Regulations, to supersede in their entirety the existing Rules and Regulations, were duly adopted by the Trustees and are to take effect upon the recording of this Certificate:

RULES AND REGULATIONS

1. No part of the Condominium may be used for any purpose other than residential housing.
2. There shall be no obstruction of the common areas nor shall anything be stored in the common areas without the prior consent of the Trustees, except as herein or in the Trust expressly provided. Examples of items excluded from storage in the common areas are, but not limited to, children's toys, bicycles, boats, mopeds, recreational vehicles. 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.
3. Nothing shall be done or kept in any Unit or in the common areas which will increase the rate of insurance of the Condominium, or contents thereof, applicable for residential use, without the prior written consent of the Trustees. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the common areas which will result in the cancellation of insurance on the Condominium, or contents thereof, or which would be in violation of any law. No waste, garbage, refuse, trash, etc., shall be placed in the common areas.
4. (a) Unit Owners shall not cause or permit anything to be hung or displayed outside of windows or placed on the outside walls or doors of the Condominium, and no sign, awning, canopy, shutter, or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof, or exposed on or at any window, without the prior consent of the Trustees. Air conditioner units may only be installed in 3rd floor cutouts specifically made for the air conditioner. Window mounted air conditioners are specifically prohibited.

(b) With the prior written consent of the Trustees, and at the sole discretion of the Trustees, dogs, cats, and other domestic pets are permitted to be housed in the Units, provided that the same shall not disturb or annoy other occupants of the Condominium. Any inconvenience, damage or unpleasantness shall be the responsibility of the Owner of the pet causing it. Unless in a Unit or limited common area, all dogs shall at all times be kept on a leash or otherwise on close restraint. Pet owners must clean up the waste of their animals.

5. No noxious or offensive activity shall be carried on in any Unit, or in the common areas, 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 residents. No Unit Owner or resident shall make or permit any disturbing noises by him/herself, family, servants, employees, agents, visitors, lessees and licensees, nor do, nor permit anything by such persons that will interfere with the rights, comfort, or convenience of the other residents. No Unit Owner shall conduct or permit to be conducted vocal or instrumental practice, nor give nor permit to be given vocal or instrumental instruction at any time. Between the hours of 11:00pm and 8:30am, the tone volume of electronic equipment shall be kept at a sound level to avoid annoying other residents of the Condominium.

6. Nothing shall be done in any Unit or in, on, or to the common areas which will impair the structural integrity of the Buildings or which would structurally alter the Buildings.

7. No clothes, sheets, blankets, laundry, or any kind of other articles shall be hung out of a Unit or exposed on any part of the common areas and (including the patios, decks, and balconies); nor shall any rugs or mops, etc., be shaken or hung from or on any of the windows or doors. The common areas shall be kept free and clear of all rubbish, debris, and other unsightly materials or items.

8. "For Sale", "For Rent", "For Lease" signs or other window displays or advertising shall not be maintained or permitted in any part of the Condominium or in any Unit therein, nor shall any Unit be used or rented for transient, hotel or motel purposes.

9. No construction, alteration, remodeling, nor any change of use in any common area shall be made by any Unit Owner without written application to the Trustees and the written approval of the Trustees. Such request shall specify the nature and scope of the work in sufficient detail so as to permit the Trustees to determine the impact, if any, of such work on the Building, the use of the Building, or the legal rights and obligations of the parties affected thereby. The private and/or exclusive use by any Unit Owner of any portion of any common areas (other than any limited Common area) is specifically prohibited without the express written consent of the Trustees. Nothing herein shall restrict or limit the absolute discretion of the Trustees.

in respect of any construction, alteration, remodeling or change of use of any portion of the common areas.

10. In implementation of the right of the Trustees to approve or disapprove, as the case may be any request for approval of construction, alteration, remodeling or use of Units or common areas, the Trustees shall have the right, at the expense of any Unit Owner making application to the Trustees for approval, as aforesaid, to consult with an architect or contractor of their sole choice to obtain information, advice or suggestions; and during any such alterations, construction, or remodeling the designated agent of the Trustees shall have access to the Unit for the purpose of reviewing compliance with any conditions imposed by the Trustees. All applications for approval of construction, alterations, or remodeling affecting Units or the common areas shall contain a time schedule of the proposed work so as to permit the Trustees to give to other Unit residents who may be inconvenienced by the proposed work, at least two (2) weeks notice prior to the meeting at which the Trustees shall consider and act upon the application or request of any Unit Owner.

11. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance. The water closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, paper, ashes, or other substances shall be thrown therein. Any damage to plumbing systems or septic systems of the Building or the unit resulting from such misuse shall be paid for by the Unit Owner who causes it.

12. Any and all electronic equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any such electronic equipment in such Unit.

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

14. No Unit Owner or resident or any of his agents, servants, employees, licensees, lessees, or visitors shall at any time bring into or keep in his Unit any flammable, combustible, or explosive fluid, material, chemical, or substance, except such lighting and cleaning fluid as are customary for residential use.

15. Recreational activities that may harm people, the common areas, or the personal property of others, are prohibited to take place in the common areas. The Board of Trustees at their sole discretion may evaluate and rule on the appropriateness of any such activity.

16. Vehicles that are approved for parking at the Condominium include private automobiles, non-commercial vans and non-commercial trucks. Commercial vehicles are prohibited and are defined as any vehicle on which there is a sign or logo present or which is equipment burdened. Also prohibited are vehicles having more than four wheels or whose generally accepted usage is other than as a private passenger vehicle. Boats, campers, recreational vehicles, and trailers (whether capable of independent operation or attached to a vehicle) are prohibited. Approved vehicles must have valid registration and inspection certificates displayed at all times.

Each Unit is permitted no more than two (2) parking spaces in approved areas. Unit residents who invite guests with vehicles must direct the guests to use only parking spaces so designated, roadway and cul-de-sac parking areas. Assigned parking spaces are for the exclusive use of the unit they are assigned to.

If it is necessary to remove from the property an excluded vehicle the removal will be conducted in compliance with the requirements mandated by Massachusetts' law. All costs will be the responsibility of the vehicle Owner, the Unit Owner whose unit the vehicle owner is visiting, or the Unit Owner having control of the vehicle.

17. These Rules and Regulations may be amended from time to time as provided in the Trust.

Violation Recording and Grievance Procedures

1. Violation complaints must be conveyed to the attention of the Trustees in writing and include the signature of the complainant. Said complaints must specifically state the date, time, and place, as well as a detailed description of the alleged violation(s).
2. The alleged offending party will be notified in writing of the complaint and instructed to immediately discontinue the activity. If the alleged offending party is a tenant, guest, lessee, employee, etc. of a Unit Owner, the notice shall be sent to the Unit Owner, and may be sent to the alleged offending party at the discretion of the Trustees.
3. Receipt by the Trustees of subsequent complaints alleging the same or similar violation(s) shall result in the implementation of fines as specified in the schedule of fines, and the Trustees shall notify the affected Unit Owner and, if appropriate, the alleged offending party, of the fine implementation.
4. After receipt of the notice from the Trustee of the implementation of fines, the affected Unit Owner and the alleged offending party, as deemed appropriate by the Trustees, shall be entitled to a hearing by the Trustees at a regularly scheduled meeting of the Board. Such a request for hearing must be received by the Trustees within thirty (30) days of the date of the fine implementation notice or this

entitlement to a hearing shall be deemed waived. Notice of such hearing shall be sent to both the complainant and the Unit Owner and, as appropriate the party who has allegedly committed the violation(s). Each party shall appear at the hearing and present testimony and/or evidence in support of his/her position. If the complaining party fails to appear at the hearing, the case shall be dismissed, unless the Trustees have a written record of a pattern of violation(s) by the particular offender.

5. The Trustees shall render a written decision to the parties within five (5) business days of the hearing date, which shall be binding on all parties. In the event that the decision is favorable to the alleged offending party, the Trustees shall remove the fines accrued as a result of the alleged violation from the affected Unit Owner's account.

6. The Trustees reserve the right to amend this procedure, in their discretion, at any time.

These Rules and Regulations are intended to supersede any previous Rules and Regulations.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 22nd day of October, 1997.

Edward M. Weiner
EDWARD M. WEINER, Trustee of the Village Gate Condominium Trust

M.P. Linciano
M.P. LINCIANO, Trustee of the Village Gate Condominium Trust

Deborah Weiss
DEBORAH WEISS, Trustee of the Village Gate Condominium Trust

COMMONWEALTH OF MASSACHUSETTS

Bristol North, SS.

October 22, 1997

Then personally appeared before me the above-named
EDWARD M. WEINER
and acknowledged the foregoing to be his/her free act and deed.

David C. Gauvin
Notary Public DAVID C. GAUVIN
My commission expires 4/5/2002

COMMONWEALTH OF MASSACHUSETTS
Bristol North, SS.

October 22, 1997

Then personally appeared before me the above-named
M. P. KINARD (MARCUS P. KINARD)
and acknowledged the foregoing to be his/her free act and deed.

[Signature]
Notary Public
My commission expires 4/5/2002

COMMONWEALTH OF MASSACHUSETTS
Bristol North, SS.

October 22, 1997

Then personally appeared before me the above-named
DEBORAH WELLS
and acknowledged the foregoing to be his/her free act and deed.

[Signature]
Notary Public
My commission expires 4/5/2002

BRISTOL NORTH, SS.

OCTOBER 22, 1997

Dorothy J. McMahon
DOROTHY J. MCMAHON
TRUSTEE OF THE VILLAGE GATE CONDOMINIUM TRUST

THEN PERSONALLY APPEARED BEFORE ME THE ABOVE-NAMED
DOROTHY J. MCMAHON AND ACKNOWLEDGED THE FOREGOING TO
BE HIS/HER FREE ACT AND DEED.

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES 4/5/2002

4/5

VILLAGE GATE CONDOMINIUM
AMENDMENT NUMBER ONE TO THE
DECLARATION OF TRUST

Reference is hereby made to that certain Declaration of Trust, dated July 6, 1983, and recorded with the Bristol County North District Registry of Deeds in Book 2337, Page 265, which Declaration of Trust established, pursuant to Massachusetts General Laws, Chapter 183A, the Village Gate Condominium Trust, the organization of Unit Owners of the Village Gate Condominium, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed dated July 6, 1983, and recorded with the Bristol County North District Registry of Deeds in Book 2337, Page 248, as may be amended.

WHEREAS said Declaration of Trust has not heretofore been amended.

WHEREAS the Unit Owners entitled to more than fifty percent (50%) of the Beneficial Interest desire to amend said Declaration of Trust as provided in Article VIII, Section 8.1, thereof.

WHEREAS no other consents are required therefor.

NOW THEREFORE said Declaration of Trust is hereby amended in accordance with the provisions of said Article VIII, Section 8.1, as follows:

By deleting Article V, Section 5.1(q) of the Declaration of Trust in its entirety and inserting in its place the following:

(g) To enforce obligations of the unit owners and levy fines against the unit owners for violations of the Master Deed, Declaration of Trust and Rules and Regulations in accordance with the following schedule:

- First Offense \$10.00
- Second Offense \$25.00
- Third and all Subsequent Offenses \$50.00

For each day that a violation continues, it shall be considered a separate offense subject to the fines as scheduled herein. Any charge so levied is to be collected as a Common charge against the particular Unit Owner and shall constitute both a personal obligation of the Unit Owner and a lien against the Unit as provided by law. Such levy of charges shall not replace or abrogate any action for damages or injunctive relief as provided by law.

IN WITNESS WHEREOF we, the undersigned, being a majority of the Trustees of the Village Gate Condominium Trust, having first received the written consent of the Unit Owners entitled to more than fifty percent (50%) of the Beneficial Interest, have set our hands and seals this 5th day of NOVEMBER, 1997.

Samuel Kuxie
 SAMUEL KUXIE, Trustee
 of the Village Gate Condominium Trust

Estelle Lappen
 ESTELLE LAPPEN, Trustee
 of the Village Gate Condominium Trust

Mary Jane Patchell
 MARY JANE PATCHELL, Trustee
 of the Village Gate Condominium Trust

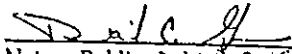
Dorothy J. McMahon
 DOROTHY J. MCMAHON, Trustee
 of the Village Gate Condominium Trust

COMMONWEALTH OF MASSACHUSETTS

BRISTOL NORTH, SS.

NOVEMBER 5, 1997

Then personally appeared before me the above-named DANIEL KULICK
and acknowledged the foregoing to be his/her free act
and deed.



Notary Public DAVID C. GAUVIN

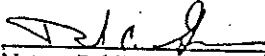
My commission expires: 4/5/2002

COMMONWEALTH OF MASSACHUSETTS

BRISTOL NORTH, SS.

NOVEMBER 5, 1997

Then personally appeared before me the above-named ESTELLE LAPPIN
and acknowledged the foregoing to be his/her free act
and deed.



Notary Public

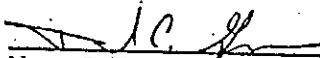
My commission expires: 4/5/2002

COMMONWEALTH OF MASSACHUSETTS

BRISTOL NORTH, SS.

NOVEMBER 5, 1997

Then personally appeared before me the above-named MARY PAUL PATRICEC
and acknowledged the foregoing to be his/her free act
and deed.



Notary Public

My commission expires: 4/5/2002

COMMONWEALTH OF MASSACHUSETTS

BRUCE WATKINS, SS.

NOVEMBER 5, 1997

Then personally appeared before me the above-named Dorothy J. McMahon
and acknowledged the foregoing to be his/her free act
and deed.

[Signature]

Notary Public

My commission expires: 7/5/2002