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DECLARATION OF TRUST

Village Gate Condominium

Douglas A. King, Trustee of the Village Gate Trust hereby declares and creates the following Condominium Trust:

ARTICLE I

Name of Trust

The Trust hereby created shall be known as the Village Gate Condominium Trust (the "Trust"). Under that name, so far as legal, convenient and practical, all business shall be conducted by the Trustees and all written instruments shall be executed by the Trustees.

ARTICLE II

The Trust and Its Purpose

Section 2.1 - General Purpose

All of the rights and powers in and with respect to the Common Areas and Facilities of the Village Gate Condominium (the "Condominium"), as established by and defined in a Master Deed of even date and recorded herewith (the "Master Deed") which are, by virtue of provisions of Chapter 183A of the Massachusetts General Laws, conferred upon or exercisable by the organization of unit owners of the Condominium, and all property, real or personal, tangible or intangible, conveyed to the Trustee(s) hereunder shall vest in the Trustee(s), if more than one, 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 therefrom for the benefit of the owners (the "Unit Owners") of record from time to time of the units (the "Units") of the Condominium according to the undivided beneficial interests in the Common Areas and Facilities (the "Beneficial Interest") as set forth in Article IV hereof and in accordance with the provisions of said Chapter 183A for the purposes therein set forth.

Section 2.2 - Trust Only

It is hereby expressly declared that a trust and not a partnership has been created and that the Unit Owners are beneficiaries of this Trust and not partners or associates nor in any other relation whatever between themselves with respect to the Trust property, and hold no relation to the Trustees other than that of beneficiaries of this Trust, with only such rights as are

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conferred upon them as such beneficiaries hereunder and under and pursuant to the provisions of Chapter 183A.

ARTICLE III

The Trustee(s)

Section 3.1 Number and Vacancy

There shall be at all times Trustees consisting of such number, not less than three (3), nor more than seven (7) as shall be determined by vote of the Unit Owners entitled to not less than fifty-one (51%) percent of the beneficial interest hereunder; provided, however, that until the occurrence of May 30, 1986, or the conveyance by Douglas A. King, Trustee of the Village Gate Trust, of all of the units of the Condominium (Phases I through VIII inclusive), whichever first occurs, there shall be three (3) Trustees - Douglas A. King, Ann Orgera and John S. Morley (or such other persons as may be designated from time to time by Douglas A. King, Trustee, the Grantor of the Village Gate Master Deed.) Upon the sale by Douglas A. King, Trustee of the Village Gate Trust, of all of the Condominium units or the occurrence of May 30, 1986, whichever first occurs, the above named Trustees (or such other persons so designated) shall resign and the unit Owners shall designate three (3) Trustees to serve until the next annual meeting of the Unit Owners. Thereafter, the terms of office of the Trustees shall, except as hereinafter provided, be three years, and such terms shall be staggered so that, insofar as possible, the terms of one-third of the Trustees shall expire each year; provided that, in order to establish and maintain such staggering of terms, the terms of the persons first appointed as Trustees after said next annual meeting of the Unit Owners shall be one year, two years and three years, respectively, determined by lot; and thereafter, upon any increase or decrease of the number of Trustees, the terms of any then newly appointed Trustee or Trustees shall be one year, two years and three years, determined insofar as necessary by lot, so as to maintain such staggering of terms insofar as possible.

If and whenever the number of Trustees shall become less than three or less than the number of Trustees last determined as aforesaid, a vacancy or vacancies in said office shall be deemed to exist. Each such vacancy shall be filled by an instrument in writing setting forth (a) the designation of a natural person to act as such Trustee signed (i) by a majority of the Unit Owners or (ii) if the Unit Owners have not within thirty (30) days after occurrence of any such vacancy made such appointment, by a majority of the then remaining Trustees or by the sole remaining Trustee, if only one, and (b) the acceptance of such appointment, signed and acknowledged by the persons so appointed. Such appointment shall become effective upon the recording in the Bristol (North District)

County Registry of Deeds (the "Registry") of such designation, together with such acceptance, and such person shall then be and become such Trustee and shall be vested with the title to the trust property jointly with the remaining Trustees or Trustee without the necessity of any act of transfer or conveyance. If for any reason any vacancy in the office of Trustee shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any Court of competent jurisdiction upon the application of any Unit Owner or Trustee and notice to all Unit Owners and Trustees and to such other parties in interest, if any, to whom the Court may direct that notice be given. The foregoing provisions of this Section to the contrary notwithstanding, despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining Trustee or Trustees, subject to the provisions of the immediately following Section, shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

Section 3.2 - Manner of Acting

In any matters relating to the administration of the trust hereunder and the exercise of the powers hereby conferred, the Trustees may act by a majority vote at any duly called meeting at which a quorum is present, as provided in Paragraph A of Section 5.10 of Article V; provided, however, that in no event shall a majority consist of less than two (2) Trustees hereunder and, if and whenever the number of Trustees hereunder shall become less than two (2), the then remaining Trustee shall have no power or authority whatsoever to act with respect to the administration of the Trust hereunder or to exercise any of the powers herein conferred except as provided in Section 3.1 of this Article III. The Trustees may also act without a meeting by an instrument signed by a majority of their number.

Section 3.3 - Resignation and Removal

Any Trustee may resign at any time by an instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgement of deeds and such resignation shall take effect upon the recording of such instrument with the Registry. After reasonable notice, a Trustee may be removed from office, with or without cause by an instrument in writing, signed by the Unit Owners entitled to a majority of the beneficial interest (except as is otherwise provided in Section 3.1). Such instrument of removal shall take effect upon the recording thereof with the Registry.

Section 3.4 - Bond

No Trustee named or designated as hereinbefore provided, whether as original Trustee or as successor to or as substitute for another, shall be obliged to give any bond or surety

or other security for the performance of any of his duties hereunder, unless by a majority vote of the Unit Owners, by instrument in writing signed by them and delivered to the Trustee or Trustees affected, require that any one or more of the Trustees shall give bond in such amount and with such securities as shall be specified in such instrument. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

Section 3.5 - Compensation

With the consent in writing of a majority of the Unit Owners, each Trustee may receive such reasonable remuneration for his services and also additional reasonable remuneration for extraordinary or unusual services, legal or otherwise, rendered by him or her in connection with the trusts hereof, all as shall be from time to time fixed and determined by the Unit Owners, and such remuneration shall be a common expense of the condominium. No compensation to Trustees may be voted by the Unit Owners until the next annual meeting to be held after May 30, 1986.

Section 3.6 - No Personal Liability

No Trustee named or appointed as hereinabove provided shall, under any circumstances, or in any event, be held liable or accountable out of such Trustee's personal assets or be deprived of compensation by reason of any action taken, suffered or omitted in good faith or be so liable or accountable for more money or other property than such Trustee 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 or adverse interest or by reason of anything except such Trustee's own personal and willful malfeasance.

Section 3.7 - Self-dealing

No Trustee shall be disqualified by reason of being a Trustee hereunder from contracting or dealing with the Trustees or with one or more Unit Owners, whether directly or indirectly because of Trustee's interest individually or by the Trustee's interest or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any other reason, as vendor, purchaser or otherwise, nor shall any such dealing, contract or arrangement entered into with respect to this Trust in which 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 the

fiduciary relation hereby established, provided the Trustee shall act in good faith and shall disclose the nature of such Trustee's interest before the dealing, contract or arrangement is entered into.

Section 3.8 - Indemnity

The Trustees, and each of them, shall be entitled to indemnity, both out of the Trust property and by the Unit Owners against any liability incurred by them or any of them in the execution hereof, including, without limitation, liabilities in contract and in tort and liabilities for damages, penalties and fines, except that a Trustee shall not be entitled to indemnification against any liability incurred due to his gross negligence, willful or intentional misconduct or bad faith. Each Unit Owner shall be personally liable for all sums lawfully assessed for his share of the common expenses of the Condominium and for his proportionate share of any claims involving the Trust property in excess thereof, all as provided in Sections 6 and 13 of said Chapter 183A. Nothing in this Section contained shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument.

A R T I C L E I V

Beneficiaries and the Beneficial Interest in the Trust

Section 4.1 - Percentage Interest

The beneficiaries of this Trust shall be the Unit Owners of the Village Gate Condominium, from time to time. The beneficial interest in this Trust shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium. The percentage of beneficial interest appertaining to each of the units in the Condominium at present is set forth in Exhibit "A" which is annexed hereto and is made a part hereof; such interest may change as indicated in Exhibit "B" to the Master Deed as additional phases are added by Douglas A. King, grantor of the Village Gate Master Deed in accordance with the provisions of Article 11 thereof.

Section 4.2 - Vote as a Unit

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

Trustees may designate any such owner for such purposes.

ARTICLE V

By-laws

The provisions of this Article V shall constitute the By-laws of this Trust and the organization of Unit Owners established hereby (the "By-laws").

Section 5.1 - Powers of the Trustees

The Trustees shall, subject to and in accordance with all applicable provisions of said Chapter 183A, have the absolute control, management and disposition of the trust property (which term as herein used shall, insofar as applicable, be deemed to include the Common Areas and Facilities), as if they were the absolute owners thereof, free from the control of the Unit Owners (except as limited in this Trust instrument) and, without limiting the generality of the foregoing, with full power and uncontrolled discretion, subject only to the limitations and conditions herein and in the provisions of said Chapter 183A, at any time and from time to time and without the necessity of applying to any court or the Unit Owners for leave to so do:

a) To retain the trust property, or any part thereof, in the same form or forms of investment in which received or acquired by them so far and as long as they shall think fit, without liability for any loss resulting therefrom;

b) to sell, assign, convey, transfer, exchange and otherwise deal with or dispose of portions of the trust property, but not the whole thereof, free and discharged of any and all trusts, at public or private sale, to any person or persons for cash or on credit, and in such manner, on such restrictions, stipulations, agreements and reservations as they shall deem proper, including the power to take back mortgages to secure the whole or any part of the purchase price of any of the trust property sold or transferred to them, and to execute and deliver any deed or other instrument in connection with the foregoing.

c) To purchase or otherwise acquire title to, and to rent, lease or hire from others for terms which may extend beyond the termination of this Trust, any property or rights to property (including any Unit) real or personal, and to own, manage, use and hold such property and such rights;

d) To borrow in any other manner raise such sum or sums of money or other property as they shall deem advisable in any manner and on such terms as they deem fit and to evidence the same by notes, bonds,

securities or other evidences of indebtedness, which may mature at a time or times even beyond the possible duration of this Trust, and to execute and deliver any mortgage, pledge or other instrument to secure any such borrowing;

e) to enter into any arrangement for the use or occupation of trust property, or any part or parts thereof, including, without thereby limiting the foregoing, leases, subleases, easements, licenses or concessions, upon such terms and conditions as they shall deem desirable even if the same extend beyond the possible duration of this Trust;

f) To invest and reinvest the trust property, or any part thereof and from time to time and as often as they shall see fit to change investments, including power to invest in all types of securities and other property of whatever nature and however denominated, all to such extent as to them shall seem proper, and without liability for loss even though such property or such investments shall be of a character or in an amount not customarily considered proper, for the investment of trust funds or which does nor may not produce income;

g) To incur such liabilities, obligations and expenses, and to pay from the principal or the income of the trust property in their hands all such sums as they shall deem necessary or proper for the furtherance of the purposes of this Trust;

h) To determine as to all sums of money and other things of value received by them, whether and to what extent the same shall be charged against principal or against income, including, without limiting the generality of the foregoing, the power to apportion any receipt of expense between principal and income, and the power to determine what portion, if any, of the actual income received upon any asset purchased or acquired at a premium or any wasting investment shall be added to principal to prevent a diminution thereof upon the maturity or exhaustion of such asset or investment;

i) To vote in such manner as they shall think fit any or all shares in any corporation or trust which shall be held as trust property, and for that purpose to give proxies to any person or persons or to one or more of their number to vote, waive any notice or otherwise act in respect to any such shares;

- j) To deposit any funds of the Trust in any bank or trust company, and to delegate to any one or more of their number or to any other person or persons the power to deposit, withdraw and draw checks on any funds of this Trust;
- k) To maintain such offices and other places of business as they shall deem necessary or proper and to engage in business in Massachusetts or elsewhere;
- l) To adopt and amend from time to time rules and regulations relating to the operation of the Condominium;
- m) To manage, maintain, repair, restore and improve common areas and facilities, and when they shall deem necessary, the Units;
- n) To determine the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Condominium;
- o) To collect the common expenses from the Unit Owners;
- p) To obtain insurance covering the Condominium (including the common areas and facilities and the Units);
- q) To enforce obligations of the Unit Owners and have the power to levy fines against the Unit Owners for violations of reasonable rules and regulations established by the Trustees to govern the conduct of the Unit Owners. No fine may be levied for more than \$10.00 for any one violation, but for each day a violation continues after notice, it shall be considered a separate violation. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were common charges owed by the particular Unit Owner or Unit Owners. In the case of persistent violation of the rules and regulations by a Unit Owner, the Trustees shall have the power to require such Unit Owner to post a bond to secure adherence to the rules and regulations;
- r) To enter into management contracts for the management of the common areas and facilities;
- s) Generally, in all matters not herein otherwise specified, to control, do each and every thing necessary, suitable, convenient or proper for the accomplishment of any of the purposes of this Trust or incidental to the powers granted herein or in said Chapter 183A, to manage and dispose of the Trust property as if the Trustees were the absolute owners thereof and to do any and all acts, including the execution of any instruments, which by their execution thereof shall be shown to be in their judgment for the best interest of the Unit Owners.

Section 5.2 - Maintenance and Repair of Units

The Unit Owners shall be responsible for the proper maintenance and repair of the respective units, as defined in the Master Deed, and the maintenance, repair and replacement of utility fixtures therein exclusively serving the same, including, without limitation, interior finish walls, ceilings and floors; windows and interior door trim; plumbing and sanitary waste fixtures for water and other utilities; electric fixtures and outlets; and all wires, pipes, drains and conduits for water, sewerage, electric power and light, telephone and other utility services which are contained in and exclusively serve such Unit. In addition, each Unit Owner shall be responsible for the proper maintenance and repair of any portion of the Common Areas and Facilities which the Unit Owner is entitled to use on an exclusive or co-exclusive basis. Notwithstanding the provisions of Sections 5.3, 5.4 and 5.5, the cost, in excess of the available insurance proceeds, of restoring or repairing any damage to any Unit or the Common Areas or Facilities which is caused by the failure of a Unit Owner to so maintain his Unit shall be charged solely to such Unit Owner. 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 of one or more other Units is being adversely affected or the conditions of a Unit or any fixtures, furnishings, facility or equipment therein is hazardous to any Unit or the occupants thereof, the Trustees shall, in writing, request the Unit Owner to make the needed maintenance, repair or replacement or to correct the hazardous condition; and, in each case, if such work has not been commenced within fifteen (15) days (or such reasonable shorter period in case of emergency as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of such Unit Owner whose Unit is in need of work; and to enter upon and have access to such Unit for the purpose; and the cost of such work, as is reasonably necessary, shall constitute a lien upon such Unit and the Unit Owner thereof shall be personally liable therefor.

Section 5.3 - Operation, Maintenance, Repair and Replacement of Common Areas and Facilities and Assessment of Common Expenses Thereof

Save any portion of the Common Areas and Facilities which any Unit Owner is entitled to use on an exclusive or co-exclusive basis, the Trustees shall be responsible for the proper maintenance, repair and replacement of the Common Areas and Facilities of the Condominium, and such may be done through a managing agent appointed pursuant to Section 5.7, and any two (2) Trustees or such managing agent, or any others who may be so designated by the Trustees, may

approve payment of such vouchers for such work, and the expenses of such work, and the expenses of such operation, maintenance, repair and replacement shall be assessed to the Unit Owners as common expenses of the Condominium at such times and in such amounts as provided in Section 5.4.

Section 5.4 - Common Expenses, Profits and Funds

a) Each Unit Owner shall be personally liable for such Owner's share of common expenses of the condominium, together with the costs of collection thereof (including attorneys' fees) and shall be entitled to such Owner's share of common profits of the Condominium, in each case, in proportion to their respective percentage of Beneficial Interest. The Trustees may, to such extent as they deem advisable, set aside common funds, and may use the funds so set aside for reduction, in indebtedness or other lawful purpose, or, subject to the provisions of Sections 5.5 and 5.6, for repair, replacement or restoration of trust property or for improvements thereto, and the funds set aside shall not be deemed to be common profits available for distribution.

b) At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the Trustees shall estimate the common expenses expected to be incurred during such fiscal year, together with a reasonable provision for contingencies and reserves, and, after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessment, according to their respective percentages of Beneficial Interest; and such statement shall, unless otherwise provided herein, be due and payable within thirty (30) days after the same are received. In the event that the Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, the Trustees shall make a supplemental assessment or assessments, and render statements therefor in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The Trustees may, in their discretion, provide for payments of statements in monthly or other installments. The amount of each such statement shall be a personal liability of the Unit Owner, and, if not paid when due, shall if the Trustees so elect, carry a late charge of twenty (\$20.00) Dollars per month and such Unit Owner shall also pay all the costs of collection of any overdue assessment, including reasonable attorneys' fees. All such charges and costs shall constitute a lien on the Unit of the Unit Owner assessed pursuant to provisions of Section 6 of said Chapter 183A.

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

d) Upon written request addressed to the Trustees by a first mortgagee of any Unit, Trustees shall notify such mortgagee of any default by the mortgagor of such Unit in the performance of the mortgagor's obligations under the Master Deed or this Declaration of Trust.

Section 5.5 - Rebuilding and Restoration; Improvements

a) In the event of any casualty loss to the Trust property, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten (10%) percent of the value of the condominium immediately prior to the casualty, and shall notify all Unit Owners of such determination. If such loss as so determined does not exceed ten (10%) percent of such value, the Trustees shall proceed with the necessary repairs, rebuilding or restoration in the manner provided in Paragraph (a) of Section 17 of said Chapter 183A. If such loss as so determined does exceed ten (10%) percent of such value, the Trustees shall forthwith submit to all Unit Owners:

i) A form of agreement (which may be in several counterparts) by the Unit Owners authorizing the Trustees to proceed with the necessary repairs, rebuilding or restoration; and

ii) A copy of the provisions of said Section 17 and the Trustees shall thereafter proceed in accordance with, and take such further action as they may in their discretion deem advisable in order to implement the provisions of Paragraph (b) of said Section 17.

b) If and whenever the Trustees shall propose to make any improvement to the common areas and facilities of the Condominium, or shall be requested in writing by Unit Owners holding twenty-five (25%) percent or more of the beneficial interest in this Trust to make any such improvement, the Trustees shall submit to all Unit Owners:

i) A form of agreement (which may be in several counterparts) specifying the improvement(s) proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same; and

ii) A copy of the provisions of Section 18 of said Chapter 183A.

Upon the receipt by the Trustees of such agreement signed by the Unit Owners holding seventy-five (75%) percent or more of the Beneficial Interest, or the expiration of ninety (90) days after such agreement was first submitted

to, the Unit Owners, whichever shall first occur, the Trustees shall notify all Unit Owners of the aggregate percentage of beneficial interest held by Unit Owners who have signed such agreement. If such percentage exceeds seventy-five (75%) percent, the Trustees shall proceed to make the improvement(s) specified in such agreement, and, in accordance with said Section 18, shall charge the cost of improvement to all the Unit Owners. The agreement so circulated may also provide for separate agreement by the Unit Owners that, if Unit Owners holding more than fifty (50%) percent but less than seventy-five (75%) percent of the beneficial interest so consent, the Trustees shall proceed to make such improvement(s) and shall charge the same to the Unit Owners so consenting.

c) Notwithstanding anything in the preceding Sections a) and b) to the contrary:

i) In the event that any Unit Owner(s) shall by notice in writing to the Trustees dissent from any determination of the Trustees with respect to the value of the Condominium or any other determination or action of the Trustees under Section 5.5, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owner(s) may submit the matter to arbitration, and for that purpose, one arbitrator shall be designated by the Trustees, one by the dissenting Unit Owner(s), and a third by the two arbitrators so designated, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association; and

ii) The Trustees shall not, in any event, be obliged to proceed with any repair, rebuilding or restoration, or any improvement(s), unless and until they have received funds in an amount equal to the estimate of the Trustees of all costs therefor.

Section 5.6 - Rules, Regulations, Restrictions and Requirements

The Trustees may, at any time and from time to time, adopt, amend and rescind administrative rules and regulations governing the details of the operation and use of the Common Areas and Facilities, and such restrictions on and requirements respecting the use and maintenance of the Common Areas and Facilities, so long as such restrictions and requirements with respect to the use and maintenance of the Units and the use of the Common Areas and Facilities are consistent with the provisions of the Master Deed and are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the Common Areas and Facilities.

Section 5.7 - Managing Agent

The Trustees may, at their discretion, appoint a manager or managing agent to administer the condominium who shall perform such duties in the administration, management and operation of the condominium, including incurring of expenses, the making of disbursements and the keeping of accounts, as the Trustees shall from time to time determine. The Trustees or such manager or managing agent, may appoint, employ or remove such additional agents, attorneys, accountants, or employees as the Trustees may from time to time determine.

Section 5.8 - Additions, Alterations or Improvements

a) No unit owner shall make any addition, alteration or improvement in or to his Unit which may affect the structure or mechanical systems of the condominium, without the prior written consent thereto of the Trustees. The Trustees shall have the obligation to answer any written request by a Unit Owner for approval of a proposed addition, alteration or improvement in such Unit Owner's Unit which is accompanied by a description of such addition, alteration or improvement, within fifteen (15) days after such request and, failure to do so within the stipulated time shall constitute a consent by the Trustees to the proposed addition, alteration or improvement. The consent of the Trustees may contain such conditions as they deem appropriate, including restrictions in the manner of performing such work and requirements for builder's risk and liability insurance. The provisions of this Section shall not apply to Units owned by the Grantor prior to the initial sale of any such Unit.

b) All additions, alterations or improvements to any Unit (whether or not affecting the structural or mechanical systems of the Condominium) shall be performed in compliance with all applicable laws, regulations and codes, and when required thereby, by licensed practitioners. Each Unit Owner and his contractor(s) shall cooperate with the Trustees and the other Unit Owners so as not unduly inconvenience or disturb the occupants of the Condominium. Notwithstanding the provisions of Section 5.3, 5.4 and 5.5, the cost, in excess of available insurance proceeds, of repairing or restoring any damage to the Common Areas and Facilities or to any Unit which is caused by any work being performed by or for a Unit Owner shall be charged solely to such Unit Owner.

Section 5.9 - Insurance

The Trustees shall obtain and maintain, to the extent available, master policies of insurance of such kinds that name the Trustees, all of the Unit Owners and their mortgages as insureds as their respective interests may appear:

a) Casualty or physical damage insurance on the Building and all other insurable improvements forming a part of the Condominium (including the Units, but not including any wall, ceiling or floor coverings or decorations, drapes, furniture, fixtures, furnishings, equipment or other personal property of the Unit Owner(s), together with the service machinery, apparatus, equipment and installations located in the Condominium existing for the provisions of central services or for common use, in an amount of not less than one hundred (100%) percent of their full replacement value (exclusive of foundations) as determined by the Trustees in their judgment, against:

i) Loss or damage by fire or other hazards covered by the standard extended coverage endorsements, together with coverage for the payment of common expenses with respect to damaged Units during the period of reconstruction, and

ii) Such other hazards and risks as the Trustees may from time to time in their discretion determine to be appropriate, including, but not limited to, vandalism, malicious mischief, windstorm and water damage, boiler and machinery explosion or damage and plate glass damage.

b) All policies of casualty or physical damage insurance shall provide (the extent such coverage is available):

i) That such policies may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to all of the named insureds, including the unit mortgagees,

ii) That the coverage thereof shall not be terminated for nonpayment of premiums without thirty (30) days' written notice to all of the named insureds, including unit mortgagees, and

iii) That, notwithstanding any provisions thereof which gives the insurer the right to elect to restore damage in lieu of making a cash settlement, such election may not be exercisable without the approval of the Trustees and may not be exercisable in conflict with the terms of Chapter 183A, the Trust, or these By-laws.

Certificates of such insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered by the Trustees to all Unit Owners and their mortgagees upon request, at least ten (10) days prior to the expiration of the then current policies.

c) Comprehensive public liability insurance in such amounts and forms as shall be determined by the Trustees, covering this Trust, the Trustees, all of the Unit Owners

and any manager or managing agent of the condominium, with limits of not less than a combined single limit of \$1,000,000.00 for claims for bodily injury or property damage arising out of one occurrence with cross liability endorsement to cover liability of any insured or other insureds.

d) Such other insurance as the Trustees shall determine to be appropriate.

The cost of such insurance shall be deemed to be a common expense assessable and payable as provided in Section 5.4 hereof. All policies of casualty or physical damage insurance shall provide that all casualty proceeds payable thereunder shall be paid to the Trustees as insurance trustees under these By-laws. The sole duty of the Trustees as the insurance trustees shall be to hold, use and disburse any amounts so paid for the purposes state in Section 5.5 hereof. In the event that the amount of loss proceeds exceeds the cost of all repairs and restoration pursuant to Section 5.5 hereof, such excess shall, at the discretion of the Trustees, either be deposited to a reserve fund or distributed to the Owners in accordance with their beneficial interest.

Such policies shall contain:

i) Waivers of subrogation as to any claims against this Trust, the Trustees and their agents and employees, and against Unit Owners and their respective employees, agents and guests;

ii) Waivers of any defense based on the conduct of the insured, and

iii) Provisions to the effect that the insurer shall not be entitled to contribution as against casualty insurance which may be purchased by individual Unit Owners as hereinafter permitted.

Each Unit Owner or his mortgagee may obtain additional insurance at his own expense, provided that such insurance shall contain provisions similar to those required to be contained in the Trust's casualty or physical damage policies waiving the insurer's rights to subrogation and contribution. If the proceeds of such policies on account of any casualty loss are reduced due to proration with insurance individually purchased by a Unit Owner, such Unit Owner agrees to assign the proceeds of such individual insurance to the extent of the amount of such reduction, to the Trustees to be applied as herein provided. At any time after the initial conveyance of a Unit, each Unit Owner shall promptly notify the Trustees of all improvements made by him to his Unit, the insurable replacement cost of which exceeds One Thousand Dollars,

and such Unit Owner shall pay to the Trustees as an addition to his share of the common expenses of the condominium otherwise payable by such Owner any increase in insurance premium incurred by this Trust which results from such improvements.

In the event that any mortgage of a Unit of this Condominium shall be purchased by or through the Federal Home Loan Mortgage Corporation, or other secondary money market entity, public or private, the Trustees on behalf of this Trust shall give written notice to the FHLMC or other secondary market holder, through its Servicer at Servicer's address, of any loss to, or taking of, the Common Areas and facilities, if such loss or taking exceeds Ten Thousand Dollars, or damage to any Unit covered by a mortgage purchased in whole or in part by any such secondary market entity, exceeds One Thousand Dollars.

Section 5.10 - Meetings

a) The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect a Chairman, Treasurer, Secretary and any other officers as they deem expedient. Other meetings may be called by any Trustee in such other manner as the Trustees may establish, provided, however, that written notice of each meeting, stating the place, date and hour thereof, shall be given at least two days before such meeting to each Trustee. A majority of the number of Trustees then in office shall constitute a quorum at all meetings, and such meetings shall be conducted in accordance with such rules as the Trustees may adopt.

b) There shall be an annual meeting of the Unit Owners on the first Tuesday of March, in each year, at 8:00 P.M. at such reasonable place as may be designated by the Trustees by written notice given to the Unit Owners at least seven days prior to the date designated. Special meetings of the Unit Owners may be called at any time by the Trustees and shall be called by them upon written request of Unit Owners owning at least thirty-three (33%) percent of the beneficial interest hereunder. Notice of any special meeting designating the place, day and hour thereof, shall be given by the Trustees to the Unit Owners at least seven days prior to the date so designated. The Unit Owners, representing at least twenty-five (25%) percent of the beneficial interest hereunder shall constitute a quorum. Any action voted at a meeting shall require the vote of more than twenty-five (25%) percent of the beneficial interest hereunder except where the other provisions of this Trust or the provisions of Chapter 183A require a larger percentage.

Section 5.11 - Notices to Unit Owners

Every notice to any Unit Owner required under the provisions hereof or which may be deemed by the Trustees as necessary or desirable in connection with the execution of the Trust hereby created or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if a written or typed copy of such notice shall be given by one or more of the Trustees to such Unit Owner by mailing it, postage prepaid, and addressed to such Unit Owner at his address as it appears upon the records of the Trustees, at least seven days prior to the date fixed for the happening of the matter, thing or event for which such notice is given.

Section 5.12 - Inspection of Books; Reports to Unit Owners

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

Section 5.13 - Checks, Notes, Drafts and Other Instruments

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

Section 5.14 - Seal

The Trustees may sign any instrument under seal without being required to affix a formal, common or wafer seal.

Section 5.15 - Fiscal Year

The fiscal year of this Trust shall be the year ending with the last day of December or such other date as may from time to time be determined by the Trustees.

Section 5.16 - Pets

Without the express and prior approval of the then Trustees of this Trust, no pet may be kept in any Unit of this Condominium. At the sole judgment of the Trustees, exercised in such manner as they may determine, upon complaints made by any Unit Owner as to the noisomeness or offensiveness of any pet, such pet may, upon notice by the Trustees to that effect to the Unit Owner of the Unit in which such pet is kept, no longer be kept in such Unit.

5.17 - Right of Access

A Unit Owner shall grant a right of access to his Unit to the Trustees, or any person authorized by the Trustees, for the purpose of making inspections or for the purpose of correcting any condition(s) originating in his Unit and threatening any other Unit or the Common Areas and Facilities, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Areas and Facilities, provided that requests for entry are made at least twenty-four hours in advance and that any such entry is at a time reasonably convenient for the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether Unit Owner is present at the time or not.

ARTICLE VI

Dealings with the TrusteesSection 6.1 - Manner of Dealing

No purchaser, mortgagee, lender or other person or party dealing with the Trustees as they then appear of record in the Registry of Deeds where this instrument is recorded shall be bound to ascertain or inquire further as to the persons who are then Trustees hereunder, or be affected by any notice, implied or actual, otherwise than by a certificate thereof recorded with the Registry of Deeds where this instrument is recorded; and such record or certification shall be conclusive evidence of the personnel of said Trustees and of any changes thereof. The receipts of the Trustees, or any one or more of them, for monies or things paid or delivered to them, shall be effectual discharges therefrom to the persons paying or delivering the same and no person from whom the Trustees, or any one or more of them, shall receive money, property or other thing shall be required to see to the application thereof. No purchaser, mortgagee, lender or other party dealing with this Trust or the Trustees shall be bound to ascertain or inquire as to the existence, occurrence or other matter or event as to the purpose or regularity of any acts of the Trustees, or any one of them, purporting to be done in pursuance of any of the provisions or powers herein contained, as to the regularity of the resignation or appointment of any Trustee, and any instrument of appointment of any Trustee, and any instrument purporting to be executed by the Trustee, Unit Owners or other person(s) herein required to execute the same, shall be conclusive evidence in favor of any such purchaser, or other party dealing with the Trustees of the matters therein recited relating to such discharge, resignation or appointment or the occasion thereof.

Section 6.2 - No Recourse

No recourse shall at any time be had under or upon any note, bond, contract, order instrument certificate, undertaking,

obligation, covenant or agreement, whether oral or written made or issued 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 Trustees individually or against 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 dealing with, or claiming against this Trust or the Trustees hereunder, shall look only to the Trust property for the satisfaction of any debt, claim or otherwise. Neither the Trustee nor the Beneficiary(ies), present or past, shall be personally liable for the obligations or other things of this Trust.

Section 6.3 - Instruments Subject to Trust Terms

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

Section 6.4 - Recording of Certificates, Etc.

This Declaration of Trust and any amendments hereto and any certificate herein required to be recorded and any other certificate or paper signed by the Trustees or any of them which it may be deemed desirable to record shall be recorded in the Registry of Deeds in which this Declaration is recorded, and such recording shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof, in favor of all parties acting in good faith in reliance thereon 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(s), when the same shall be recorded in said Registry of Deeds. Any certificate signed by any two Trustees in office at the time (or one Trustee if there be only one Trustee), setting forth as facts any matters affecting this Trust, including statements as to the amount of unpaid common expenses assessed against any Unit Owner as provided in Subsection (d) of Section 6 of Chapter 183A, as to who are the beneficiaries, as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded in said Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third parties acting in reliance thereon. Any certificate executed by the Trustees hereunder, or by a majority of the Trustees hereunder, setting forth the existence of the facts which are necessary to authorize the execution of any instrument or of the taking of any action by such Trustees or majority as the case may be, shall, for all persons acting in good faith reliance thereon, be conclusive evidence of the truth of such statements made in such certificate and of the existence of the facts therein set forth.

ARTICLE VII

Mortgages

Section 7.1 - Notice to Trustees

A Unit Owner who mortgages his Unit shall notify the Trustees of the name and address of the mortgagee. The Trustees shall maintain a current list of such information.

Section 7.2 - Unpaid Common Expenses

The Trustees, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common charges due from, or any other failure to comply with the provisions of the Master Deed or this Declaration of Trust by the Unit Owner of the mortgaged Unit.

Section 7.3 - Notice of Default

The Trustees, when giving notice to a Unit Owner of a default in paying common expenses or of any other such failure to comply, shall, if requested by a mortgagee, send a copy of such notice to each mortgagee of the Unit whose name and address has theretofore been furnished to the Trustees.

Section 7.4 - Examination of Books

Each mortgagee of a Unit shall be permitted to examine the books, accounts and records of the Condominium at reasonable times on business days.

Section 7.5 - Common Expenses in Event of Unit Mortgage Foreclosure

Any first mortgagee, in the event of the foreclosure of its mortgage, shall take the foreclosed Unit free of any claims for unpaid common expenses or assessments against such Unit to the extent provided by law.

Section 7.6 - Taxes

All taxes, assessments and charges which may become liens prior to a first mortgage on any Unit under local law shall relate only to the individual Condominium Units and not the Condominium as a whole.

ARTICLE VIII

Amendments and Termination

Section 8.1 - Amendments

The Trustees, with the consent in writing of a majority of the Unit Owners, may at any time and from time to time, amend, alter, add to, or change this Declaration of Trust in any manner or to any extent; the Trustees, first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities. PROVIDED, however, that:

a) No such amendment, other than an amendment to the Master Deed adding Phases 2 through 9 as provided for in Section of the Master Deed, alteration or change which purports to alter or in any manner or to any extent modify or effect the percentage of Beneficial Interest of any Unit Owner so as to be different from the Percentage set forth in Exhibit "A", shall be valid or effective without the written consent of all the Unit Owners and their mortgagees, if any;

b) No such amendment, alteration, addition or change which would alter the rights of any Unit Owner with respect to parking or storage area shall be effective without the written consent of the Unit Owner affected and the mortgagee thereof, if any; and,

c) No such amendment, alteration or addition or change which would impair or diminish the rights set forth in Article III shall be valid or effective without the written consent of the holder thereof.

Any amendment, alteration, addition or change pursuant to the foregoing provisions of this Section shall become effective only upon the recording in said Registry of Deeds of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required in the Commonwealth of Massachusetts for the acknowledgement of deeds, by any two Trustees setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners herein required to consent thereto. Such instrument so executed and recorded shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration addition or change, whether stated in such instrument or not in favor of all parties acting in good faith in reliance thereon. Nothing in this Paragraph contained shall be construed as making obligatory upon the Trustees to amend, alter, add to or change this Declaration of Trust upon obtaining the necessary consent as hereinbefore provided.

Section 8.2 - Termination

The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of said Chapter 183A in accordance with the procedures therefor set forth in Section 19 thereof.

Section 8.3 - Sale Upon Termination

On the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of said Chapter 183A, sell or convert into money the whole of the Trust property, or any part(s) thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them which shall be conclusive, all other property then held by them in trust hereunder, to the Unit Owners according to their respective percentages of Beneficial Interest.

In making any sale under this provision, the Trustees shall have power to sell by public auction or private contract and to buy in or rescind or vary any contract for 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 execution 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.

Section 8.4 - Miscellaneous

Notwithstanding the foregoing provisions concerning amendment and termination, unless one hundred percent (100%) of the first mortgagees, (based upon one vote for each first mortgage owned), and at least seventy five percent (75%) of the Unit Owners (other than the Grantor) of the individual Condominium Units have given their prior written approval, the Condominium owners and/or the Trustees shall not be entitled to:

- a) by act or omission, seek to abandon or terminate the Condominium;
- b) change the pro rata interest or obligations of any individual Condominium Unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Condominium Unit in the Common Areas and Facilities.
- c) partition or subdivide any Condominium Unit;

d) by act or omission, seek to abandon, partition, subdivide encumber, sell or transfer the Common Areas and Facilities (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities by the Condominium shall not be deemed a transfer within the meaning of this clause);

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

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

ARTICLE IX

Construction and Interpretation

In the construction hereof, whether or not so expressed, words used in the singular or plural respectively include both the plural and singular, words denoting males include females and words denoting persons include individuals, firms, associations, companies (joint stock and otherwise), trusts and corporations, unless a contrary intention is to be inferred from or required by the subject matter or context. The title, headings and sub-headings hereof are inserted only for the convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All of the trusts, powers, and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts.

EXECUTED as a sealed instrument this 6th day of July, 1983.

Douglas A. King
Douglas A. King, Trustee

ACCEPTED AS TO TRUSTS

Douglas A. King
Alan T. Orland
John S. Malley

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

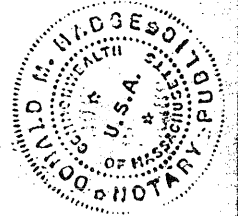
July 6, 1983

Then personally appeared the above-named Douglas A. King, Trustee, and acknowledged the foregoing instrument to be his free act and deed, before me

Douglas M. Hodge
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES MARCH 18, 1988



VILLAGE GATE CONDOMINIUM

Exhibit A

Unit No.	Approximate Area Square Feet	No. of Rooms Exclusive of Bathrooms	Limited Common Area	Access to Common Area	Percentage Interest in Common Areas and Facilities
20	2311	5	Ent. Plat. M.E. Plat.	Ent. Plat. M.E. Plat.	.12
22	1811	4	M.E. Plat. Conc. Patio	M.E. Plat. Conc. Patio	.12
24	1815	4	M.E. Plat. Conc. Patio	M.E. Plat. Conc. Patio	.12
26	2533	5	M.E. Plat. Conc. Patio	M.E. Plat. Conc. Patio	.13
28	2534	5	M.E. Plat. Conc. Patio	M.E. Plat. Conc. Patio	.13
30	1806	4	M.E. Plat. Conc. Patio	M.E. Plat. Conc. Patio	.12
32	1801	4	M.E. Plat. Conc. Patio	M.E. Plat. Conc. Patio	.12
34	2306	5	Ent. Plat. M.E. Plat.	Ent. Plat. M.E. Plat.	.12
1A	270	1	None	Overhead Door Ent. Plat.	.005
2A	270	1	None	Overhead Door Ent. Plat.	.005
3A	265	1	None	Overhead Door Ent. Plat.	.005
4A	265	1	None	Overhead Door Ent. Plat.	.005

VILLAGE GATE CONDOMINIUM TRUSTRules and Regulations

1. No part of the Condominium shall be used for any purpose other than housing.

2. There shall be no obstruction of the Common Areas and Facilities nor shall anything be stored in the Common Areas and Facilities without the prior consent of the Condominium Trustees, except as herein or in the Trust expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the Trust.

3. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance of the Condominium, or contents thereof, applicable for residential use, without the prior written consent of the Condominium Trustees. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the Common Elements which will result in the cancellation of insurance on the Condominium, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Areas and Facilities.

4. (a) Except for air conditioning units, 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 Condominium Trustees.

(b) Unit Owners will not be allowed to put their names in any entry passageway, vestibule, hall, door or stairway of the Building, except in the proper places in or near the mailboxes provided for the use of the Unit occupied by the Unit Owners respectively.

(c) With the prior within consent of the Condominium Trustees, dogs, cats and other domestic pets are allowed in the units, provided that the same shall not disturb or annoy other occupants of the building. Any inconvenience, damage or unpleasantness shall be the responsibility of the owner of the pet causing same. Unless in a Unit or a limited Common Area, all dogs shall at all times be kept on a leash or otherwise on close restraint. Dogs shall be curbed and not allowed to defecate on the lawns, sidewalks or shrubbery.

5. No noxious or offensive activity shall be carried on in any Unit, or in the Common Areas and Facilities, nor shall anything be

done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by himself, his 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 other Unit Owners. 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. Tone volume of television sets, radios, phonographs, and stereo systems shall be turned down after 11:00 p.m. and shall at all times be kept at a sound level to avoid bothering neighbors.

6. Nothing shall be done in any Unit or in, on or to the Common Areas and Facilities which will impair the structural integrity of the Buildings or which would structurally change 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 Facilities (including the patios and balconies); nor shall any rugs or mops be shaken or hung from or on any of the windows or doors. The Common Areas and Facilities shall be kept free and clear of all rubbish, debris, and other unsightly materials.

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 of the Common Areas and Facilities shall be made by any Unit Owner without written application to the Condominium 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 and Facilities (other than any limited common areas) is specifically prohibited without the express written consent of the Board of 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 and Facilities.

10. 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 of the Building resulting from such misuse shall be paid for by the Unit Owner who causes it.

11. All radio, television or other electrical 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 radio, television, or other electrical equipment in such Unit.

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

13. No Unit Owner or accouphant 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 fluids as are customary for residential use.

14. 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 and Facilities, 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 and Facilities shall contain a time schedule of the proposed work so as to permit the Trustees to give to other Unit Owners 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.

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

REC'D JUL 8 1983 AT 1-09 PM AND RECORDED

4/3

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:

(q) 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.

Daniel Kuxick
DANIEL KUXICK, 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

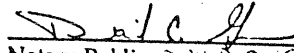
Dorothy G. McMahon
DOROTHY G. MCMAHON, Trustee
of the Village Gate Condominium Trust

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.



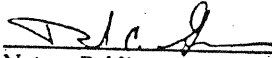
Notary Public DAVID C. GAUVIN
My commission expires: 4/5/2002

COMMONWEALTH OF MASSACHUSETTS

BRISTOL NORTH, SS.

NOVEMBER 5, 1997

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



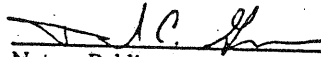
Notary Public
My commission expires: 4/5/2002

COMMONWEALTH OF MASSACHUSETTS

BRISTOL NORTH, SS.

NOVEMBER 5, 1997

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

[Signature]

Notary Public

My commission expires: 4/5/2002

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 _____ 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

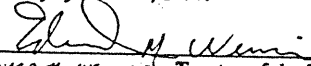
entitlement to a hearing shall be deemed waived. Notice of such hearing shall be sent to both the complainant and the Unit Owner and, as appropriate the party who has allegedly committed the violation(s). Each party shall appear at the hearing and present testimony and/or evidence in support of his/her 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.

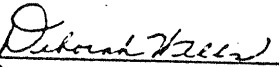
6. The Trustees reserve the right to amend this procedure, in their discretion, at any time.

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.

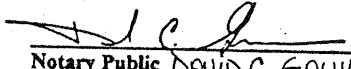

EDWARD M. WEINER, Trustee of the Village Gate Condominium Trust


M.P. KINCAID, Trustee of the Village Gate Condominium Trust


DEBORAH WELLS, 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.


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. KINCAID (MARCELO P. KINCAID)
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