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DECLARATION OF TRUST OF THE
Westminster Avenue Condominium

Under this Declaration of Trust made this 17th day of July 2007, MARY CUTONE, TRUSTEE OF 16 WESTMINSTER AVENUE REALTY TRUST u/d/t DATED FEBRUARY 2, 2006 AND RECORDED AT SUFFOLK COUNTY REGISTRY OF DEEDS IN BOOK 38983, PAGE 52. (hereinafter referred to as the "Declarant") hereby appoints Joseph LaRosa of 850 Pleasant Street, Norwood, Massachusetts as Trustee of the Westminster Avenue Condominium Trust (hereinafter referred to as the "Trustee") which term and any pronoun referring thereto shall be deemed to include his successors in trust hereunder and to mean the Trustee or the Trustees for the time being hereunder, wherever the context so permits.

ARTICLE I

NAME OF TRUST

The Trust created shall be known as Westminster Avenue Condominium Trust and, under that name, so far as legal, convenient and practicable, shall all business carried on by the Trustees be conducted and shall all instruments in writing by the Trustees be executed.

ARTICLE II

THE TRUST AND ITS PURPOSES

2.1 Unit Owners' Organization. All of the rights and powers in and with respect to the common areas and facilities (the "Common Areas and Facilities") of the Westminster Avenue

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Condominium (the "Condominium") established by Master Deed (the "Master Deed"), recorded with the Suffolk County Registry of Deeds herewith, which are by virtue of Massachusetts General Laws, Chapter 183A, as amended ("Chapter 183A"), conferred upon or exercisable by the organization of the unit owners of said Condominium, and all property, real and personal, tangible or intangible, conveyed to the Trustees hereunder shall vest in the Trustees, in trust to exercise, manage, administer and dispose of the same, exclusive of the common area, and to receive the income thereof (a) for the benefit of the owners of record from time to time of the units of the Condominium and such owners' interests in the Common Areas and Facilities according to the schedule of undivided beneficial interest as set forth in the Master Deed and in Article IV hereof (the "beneficial interest") and (b) in accordance with the provisions of Section 10 of Chapter 183A for the purposes therein set forth.

2.2 Trust and Not Partnership. It is hereby expressly declared that a Trust and not a Partnership or Corporation is hereby created and that the Unit Owners are beneficiaries and not partners or associates between and among themselves with respect to the trust property, and hold no relation to the Trustees other than as beneficiaries, with only such rights as are conferred upon them as beneficiaries hereunder and under the provisions of the Condominium Law.

2.3 Property Held in Trust. All property, real, and personal, tangible and intangible, conveyed to or held hereunder by the Trustees, shall vest in the Trustees, in trust, to manage, administer and dispose of the same and to receive and/or distribute the income and/or principal thereof for the benefit of the Unit Owners who are owners from time to time of the Units in

the Condominium and such owners interests in the common areas and facilities according to the Schedule of Beneficial Interests as set forth in Exhibit B of the Master Deed.

ARTICLE III

THE TRUSTEES

3.1 Number and Qualification. The term "Trustees," shall be deemed to include and to mean the Trustee or Trustees for the time being hereunder as well as their successors in trust hereunder. Initially there shall be a Board of Trustees hereunder consisting of one (1) individual or entity chosen by the Declarant. The initial one Trustee so chosen by the Declarant is the Trustee named herein: **Joseph LaRosa.**

The original Trustee shall be the only Trustee until either all Units are sold by the Declarant, or two (2) years have elapsed since the date of the filing of the Condominium Master Deed and Condominium Trust (whichever event shall occur first) at which time the original Trustee shall resign and the Unit owners may appoint successor Trustees as provided herein. At all times after the sale of all Units by the Declarant, there shall be three (3) Trustees. The Trustees shall be elected by a vote of not less than sixty-seven (67%) per cent of the beneficial interest of the Unit Owners. Each Trustee must be a Unit Owner in the Condominium. The term of each Trustee shall be one (1) year except for the original Trustee. The appointment of a Trustee shall become effective upon the recording with the Suffolk County Registry of Deeds of a Certificate of Appointment signed and acknowledged by the Trustees, together with a Certificate of Acceptance signed by the appointed party accepting such appointment.

3.2 Vacancies: Appointment of Trustees. If and whenever any Trustee is removed for any reason, including without limitation, removal by a vote of sixty-seven (67%) percent of the beneficial interest of Unit Owners, resignation or death of a Trustee, and the number of Trustees shall be less than the number established under Section 3.1, a vacancy shall be deemed to exist. Such vacancy shall be filled by a vote of not less than sixty-seven (67%) percent of the beneficial interest of the Unit Owners. The foregoing provisions of this section notwithstanding, despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining Trustees shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

3.2(a) If at any time there shall be no remaining Trustees and the vacancy remains unfilled for thirty (30) days, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of a Unit Owner.

3.3 Automatic Removal Upon Sale of Unit. A Trustee shall be automatically removed from office upon the conveyance by such Trustee of Title to his Unit to another party.

3.4 Action by Majority. Notwithstanding any other contrary provisions of the MASTER DEED or the Declaration of Trust, the Trustees shall act by a majority vote at any duly called meeting at which a quorum is present, and a quorum shall consist of three (3) of the Trustees. The Trustees may also act without a meeting if a written assent is signed by all the Trustees then in office. Any one (1) Trustee may refer a disputed issue to binding

arbitration in accordance with Article VIII of this Trust and, further, any one Trustee may act and experience all of the powers and authority granted to the Trustees under this Trust in a bonafide emergency situation in the absence of the Co-Trustee.

3.5 No Bond By Trustees. No Trustees named or appointed, as hereinbefore provided, whether as original or successor Trustee, shall be obliged to give any bond or surety or other security for the performance of his duties hereunder.

3.6 Compensation of Trustees. No Trustee shall receive compensation for his services, but with prior written approval in each instance by the other Trustees and upon representation of proper vouchers, each Trustee may be reimbursed for actual out-of-pocket expenses paid or incurred by him pursuant to his duties as Trustee.

3.7 No Liability If In Good Faith. No Trustee shall be personally liable or accountable or be deprived of compensation by reason of any action taken, suffered or omitted in good faith, or for allowing one or more of the other Trustees to have possession of the trust books or property, or by reason of honest errors of judgment, mistakes of fact or law, the existence of any personal or adverse interest, or by reason of anything except his own willful malfeasance and default.

3.8 Self-Dealing. Any and all Trustees, notwithstanding their official relations to the Trust and the beneficiaries, may in the ordinary course of business enter into, negotiate, consummate, and perform any contract or agreement of any name or nature between the Trust and/or any or all of the Unit owners and themselves or any or all of the individuals from time to time

constituting the Trustees, or any firm or corporation in which any of the Trustees or any Unit Owner may be interested directly or indirectly, whether such individual, individuals, firm or corporation thus contracting with the Trust shall thereby derive personal or corporate profits or benefits or otherwise; provided, however, that the fact of the interest of such Trustee must be disclosed to the Trustees and that such contract is fair and reasonable in its terms, the intent hereof being to relieve each and every person who may be or become a Trustee from any disability that might otherwise exist from contracting with the Trustees or with the Unit owners for the benefit of himself or any co-partnership or corporation in which he may be in any way interested.

3.9 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 limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines. Each Unit owner shall be personally liable for all sums lawfully assessed for his share of the common expenses of the Condominium and for his proportionate share of any claims involving the Trust property in excess thereof, all as provided in Sections 6 and 13 of the Condominium Law. Nothing in this paragraph contained shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument.

3.10 Initial Trustee. The name of the initial Trustee of the Westminster Avenue Condominium Trust is Joseph LaRosa of Norwood, MA 02062.

ARTICLE IV**BENEFICIARIES AND BENEFICIAL INTEREST**

4.1 Percentage Interests. The beneficiaries shall be the Unit Owners of the Condominium from time to time. The beneficial interest in the Trust hereunder shall be divided among the Unit owners in the following percentages:

<u>Unit</u>	<u>Percentage of Beneficial Interest</u>
A1	13.50%
A2	15.50%
B1	13.50%
B2	15.60%
C1	13.60%
C2	14.20%
C3	14.50%

4.2 Persons To Vote As Unit Owners. The beneficial interest of each Unit of the Condominium shall be held as a unit and shall not be divided among several owners of any such Unit. To that end, whenever any of said Units is owned of record by more than one person, the several owners of such Unit shall (a) determine and designate which one of such owners or other person shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder; and (b) notify the Trustees of such designation by a notice in writing signed by a majority 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, by majority vote, designate any one such owner or other person 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 and shall be applicable to the property of the Condominium and to the use and occupancy thereof:

5.1 **Powers of the Trustees.** The Trustees shall, subject to and in accordance with all applicable provisions of the Condominium Law, 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 of the Condominium) as if they were the absolute owners thereof, free from the control of the Unit Owners, and may do and perform in relation thereto all such acts and things except such as, by virtue of the provisions of Chapter 183A, the Master Deed or these By-Laws, may not be delegated by the Unit Owners to the Trustees. Without limiting the generality of the foregoing, the Trustees shall have full power and uncontrolled discretion, at any time and from time to time and without the necessity of applying to any court or to the Unit Owners for leave so to do.

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

5.1.2 To sell, assign, convey, transfer, exchange and otherwise deal with or dispose of the trust property or any part or parts thereof, free of all trusts, at public or private sale, for cash or on credit, and in such manner, on such terms, for such considerations and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, including the power to secure the payment of all or any part of the purchase price of any of the trust property so sold or transferred by mortgage and to execute and deliver any deed or other instrument in connection with the foregoing;

5.1.3 To purchase or otherwise acquire title to, and to rent, lease or hire from others for terms which may extend beyond the possible duration of this Trust, any property or rights to property, real or personal, including, without limiting the generality of the foregoing, any Unit or Units in the Condominium, and to own, manage, use and hold such property and such rights;

5.1.4 To borrow or in any other manner raise such sum or sums of money or other property for such purposes, upon such terms and in such a manner as they shall deem advisable, and to evidence the same by notes, bonds, securities or other evidence of indebtedness, which may mature at a time or times beyond the possible duration of this Trust, and to execute and deliver any mortgage, pledge, or other instrument to secure any such borrowing;

5.1.5 To enter into any arrangement for the use or occupation of the trust property, or any part or parts thereof, including, without thereby limiting the generality of the foregoing, leases, sub-leases, easements, licenses or concessions, upon such terms and conditions and with such stipulations and agreements as they shall deem desirable, even if the same extends beyond the possible duration of this Trust;

5.1.6 To invest and re-invest the trust property or any part or parts thereof from time to time, including power to invest in any type of security or property which they may deem proper, and without liability for loss, even though such property or such investments may not produce income, may be wasting assets or shall be of a character or in an amount not customarily deemed proper for the investment of trust funds;

5.1.7 To obtain and maintain such casualty and liability insurance on and with respect to the trust property, as they shall deem necessary or proper, consistent with the provisions of Section 5.7 hereof;

5.1.8 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 the Trust;

5.1.9 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 deemed to be and shall be accounted for as principal or as income, and as to all charges or expenses paid by them, whether and to what extent the same shall be charged against

principal or against income, including, without hereby limiting the generality of the foregoing, power to apportion any receipt or expense between principal and income, and 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;

5.1.10 To vote in such manner as they shall think fit any or all shares in any corporation or trust included on the 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 of any such shares;

5.1.11 To guarantee performance of the obligations of others in any cases where they shall deem that it is to the advantage of the Trust that they give such guaranty;

5.1.12 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;

5.1.13 To deposit any funds of the Trust in any bank or trust company, and to withdraw and draw checks on any funds of the Trust, all in accordance with the provisions of Section 5.11 hereof;

5.1.14 To enter and have such access into units in the Condominium as shall be reasonably necessary to the performance and exercise of the duties, obligations, rights and powers of the Trustees hereunder;

5.1.15 To employ, appoint and remove such agents, managers, officers, board of managers, brokers employees, servants, assistants and counsel (which counsel may be a firm of which one or more of the Trustees are members) as they shall deem proper, for the purchase, sale or management of the Trust property, or any part or parts thereof, or for conducting the business of the Trust and may define their respective duties and fix and pay their compensation and the Trustees shall not be answerable for the acts and defaults of any such person. The Trustees may delegate to any such agent, manager, officer, board, broker, employee, servant, assistant or counsel, any or all of their powers (including discretionary power, except that the power to join in amending, altering, adding to, terminating or changing this Declaration of Trust and the Trust hereby created shall not be delegated), all for such times and purposes as they shall deem proper. Without hereby limiting the generality of the foregoing, the Trustees may from time to time designate from their number a Chairman, a Treasurer, a Secretary, and such other officers as they deem fit, and may from time to time designate one or more or their own number to be the Managing Trustee or Managing Trustees, for the management and administration of the trust property and the business of the Trust, or any part or parts thereof; and

5.1.16 Generally, in all matters not herein otherwise specified, to control, 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 instrument, which by their performance thereof shall be shown to be in their judgment for the best interest of the Units Owners; and the Trustees shall by the exercise and fulfillment of the powers and provisions set forth in this Article V provide for the necessary work of

maintenance, repair and replacement of the common areas and facilities and payment therefore.

5.2 Maintenance and Repair of Units

5.2.1 Each Unit owner shall be responsible for the proper maintenance, repair, and replacement of his Unit and the maintenance, repair, and replacement of the utility fixtures therein serving the same which are not part of the common areas and facilities, including without limitation, interior finish walls, ceilings and floors; windows and the interior portions of window frames, screens, interior window trim, doors; the interior portions of door frames and interior door trim; plumbing and sanitary waste fixtures and fixtures for water and other utilities; electrical fixtures and outlets; and all wires, pipes, drains, and conduits for water, sewerage, electric power and light, telephone and any other utility services which are contained in and serve such Unit solely. Each Unit owner shall be responsible for all damages to any and all other Units caused by his failure to satisfy his maintenance, repair and/or replacement obligations hereunder.

5.3 Maintenance, Repair, and Replacement of Common Areas and Facilities and Assessments of Common Expenses. Subject to the provisions of Section 5.4 hereof with respect to the Exclusive Use Areas and Facilities. The Trustees shall be responsible for the proper maintenance, repair, and replacement of the common areas and facilities of the Condominium, subject to the provisions of Section 5.6 hereof, with respect to repairs and replacement necessitated because of casualty loss, and such may be done through the Managing Agent, as hereinafter set forth. The expenses of such maintenance, repair and replacement shall be

assessed to the Unit Owners as common expenses of the Condominium at such times and in such amount as provided herein; provided, however, that if the maintenance, repair or replacement of the common areas and facilities is necessitated by the negligence or misuse of a Unit Owner, either directly or by virtue of his failure to properly maintain, repair or replace his Unit, the expenses of such maintenance, repair and replacement may be assessed to the particular Unit owner by the Trustees and the Unit owner shall be personally liable therefor.

5.4 Maintenance, Repair, and improvement of Exclusive Use Areas and Facilities.

A. Except for the porches, decks and/or stairs which will remain the responsibility of the Trustee to maintain, repair or replace when necessary, each Unit Owner shall be responsible, at his/her own expense, for maintaining and repairing the exclusive use areas to his/her Unit, and the gas furnace, water heater, gas meter and electric meter and furnace servicing his/her Unit, so as to keep them in good order and condition at all times.

B. Notwithstanding the foregoing provisions of this Section to the contrary, if repair and restoration of a Unit's Exclusive Use Area and Facilities is made necessary by damage or destruction resulting from fire or other casualty or a taking under the powers of eminent domain, the provisions of Section 5.7 hereof shall control and the repair and restoration work shall be performed in accordance with the terms thereof.

C. Subject to such restrictions and limitations as are imposed by the provisions of this Trust and the Master Deed,

including, without limitation, those set forth in Paragraph 8 of the Master Deed, each Unit Owner shall have the right to improve the Exclusive Use Areas and Facilities appurtenant to his Unit and to place and install personal property and fixtures thereon and therein. All such improvements, personal property and fixtures shall remain the property of Unit Owner who makes and installs them, and they may be removed by such Unit owner, or his successor in title, at any time and from time to time, provided that he promptly repairs any damages caused thereby.

D. No Unit Owner shall permit or cause to exist any nuisance, which would affect the quiet use and enjoyment of the other Unit Owner(s) in their premises or condominium common areas, and should a Unit Owner so permit such nuisance, the Trustees, upon petition of the affected Unit owner, shall act to abate the nuisance.

5.5 Common Expenses, Profits and Funds.

5.5.1 The Unit Owners, including the Declarant, shall be liable for common expenses and also entitled to common profits of the Condominium in proportion to their respective percentage of beneficial interest. The Trustees may, to such extent as they deem advisable, set aside for reduction of indebtedness or other lawful capital purpose, or, subject to the provisions of Section 5.8, for repair, building, or restoration of the Trust property or for improvements thereto, and the funds so set aside shall be deemed to be common distribution. The Trustees shall maintain a capital reserve account which shall at all times contain not less than two (2) months' condominium fees

of each Unit as a capital reserve to be used for rebuilding, restoration or capital improvements.

5.5.2 At least thirty (30) days prior to the commencement of each fiscal year of this Trust (and within thirty (30) days after execution hereof with respect to the portion of a fiscal year then remaining), 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 shares of such assessments, according to their respective percentages of undivided beneficial interests hereunder, and such statements shall, unless otherwise provided herein, be due and payable within thirty (30) days after the same are rendered. 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, they 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 payment, together with interest thereon, if not paid when due, shall bear interest at a rate equal to the rate of interest charged to its most favored customers, which may be called prime rate, of Citizens Bank and said payment together with interest shall constitute a lien on the Unit of the Unit Owners assessed, pursuant to the provisions of Section 6 of the Condominium Law.

5.5.3 Default in Payment of Common Charges. In the event of a default by any Unit Owner in the payment of his or her share of the common charges, the Trustees may seek to recover such common charges, interest and expenses including attorney fees, by an action to recover the same brought against such Unit Owner, or by foreclosure of a lien on such unit as provided by Section 6 of Chapter 183A of the General Laws of Massachusetts or in any other manner permitted by law. The Trustees, acting on behalf of the unit owner shall have the power to purchase such unit at foreclosure sale and to hold, lease and mortgage the unit.

5.5.4 Enforcement. The Trust shall have the right to levy, without further legal action, liquidated charges for violations of the restrictions contained in the Master Deed, this Trust, and in any Rules and Regulations adopted pursuant hereto. Any charge so levied is collectively as a common charge and payment is enforceable as a common charge.

5.5.5 The Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by the provisions of the Condominium Law.

5.6 Notice of Default to Mortgagee.

Upon written request addressed to the Trustees by a first mortgagee of any Unit, the Trustees shall notify such mortgagee of any default by the mortgagor of such Unit in performance of the Mortgagor's obligations under the Master Deed or this Declaration of Trust not cured within sixty (60) days of default.

5.7 Insurance.

5.7.1 The Trustees shall obtain and maintain, to the extent available, master policies of casualty and physical damage insurance for the benefit and protection of the Trustees and all of the Unit Owners, as the named insureds, and with loss proceeds payable to the Trustees hereunder, or one or more of the Trustees hereunder designated by them as Insurance Trustees for all of the Unit Owners collectively of the Condominium and their respective mortgagees, as their interests may appear, pursuant to such Condominium forms of insurance as may from time to time be customarily used in Massachusetts. Such insurance is to cover buildings and all other insurable improvements forming part of the common areas and facilities, including the heating equipment and other service, machinery, apparatus, equipment and installations in the common areas and facilities, and including also all such portions and elements of the Units as the Unit Owners are responsible for under Section 5.2.1 but not including (a) the furniture, furnishings or other personal property of the Unit Owners; or (b) improvements within a Unit made by the Owners thereof subsequent to the first sale of such Unit by the Declarant, unless such improvement has been made with the written consent of the Trustees pursuant to which such Unit Owner agrees to pay any additional insurance premiums resulting therefrom. If such agreement is not made, insuring such improvement shall be the separate responsibility of the Unit Owner. Such insurance shall, insofar as practicable, be maintained in an amount equal to at least one hundred (100%) percent of the full replacement value of the insured property for insurance purposes (which excludes foundations, underground piping and other normally

uninsured property), as determined by the Trustees (who shall review such value at least as often as annually), and shall insure against (a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement; and (b) such other hazards or risks as the Trustees from time to time in their discretion shall determine to be appropriate, including, but not limited to, vandalism, malicious mischief, windstorm and water damage, and boiler and machinery explosion or damage. Such insurance may have a deductible amount to be determined from time to time by the Trustees.

5.7.2 All policies of casualty or physical damage insurance shall, insofar as practicable, provide (a) that such policies may not be cancelled, terminated, or substantially modified as to amount of coverage or risks covered without at least thirty (30) days' written notice to the insureds and to all mortgagees; (b) for waiver of subrogation as to any claims (except claims involving arson or fraud) against the Trust, the Trustees, the manager, agents, employees, the Unit Owners and their respective employees, agents and guests; (c) for waivers of any defense based upon the conduct of any insured; and (d) in substance and effect that the insurer shall not be entitled to contribution as against any casualty or property insurance which may be purchased separately by Unit Owners.

5.7.3. The Trustee or Trustees hereunder designated as Insurance Trustee or Trustees as aforesaid, shall collect and receive all casualty loss insurance proceeds and shall hold, use, apply and disburse the same in accordance with applicable provisions of Section 5.7 in this Article V. With respect to losses covered by such insurance, which affect portions or elements of a Unit, or of more than one Unit to substantially

the same or to different extents, the proceeds relating thereto shall be used, applied, and disbursed by the Trustees in a fair and equitable manner.

5.7.4 The Trustees shall also obtain and maintain, to the extent available, master policies of insurance with respect to the common areas and facilities, for the benefit of the Trustees and all of the Unit Owners, for (a) comprehensive public liability, including personal injury coverage which shall cover claims of any Unit Owner with minimum coverage of at least One Million (\$1,000,000.00) Dollars per occurrence; (b) workmen's compensation and employees' liability with respect to any manager, agent or employee of the Trust, but excluding any independent agent or manager who shall furnish to the Trustees a Certificate of Insurance if such liability is otherwise uninsured against, it being agreed that the Trustees may waive such requirements in any particular instance, at their discretion; and (c) such other risks as the Trustees in their discretion deem it appropriate, and shall insofar as practicable, contain provisions as above set forth with respect to non-cancellation, waiver of subrogation, waiver of defense based on conduct of any insured, and noncontribution.

5.7.5 The cost of all such insurance obtained and maintained by the Trustees pursuant to provisions of this Section 5.5 shall be a common expense.

5.7.6 Unit Owner's Insurance and Responsibility for Increase in Premium of Master Policy.

Each Unit Owner may (and is solely responsible to) obtain additional insurance for his or her own benefit

including, without limitation, personal property, public liability and loss assessment insurance, at his or her own expense. No policy may be written so as to decrease the coverage under any of the master policies obtained by the Trustees and each Unit Owner hereby assigns to the Trustees the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms of this Section 5.7 as if produced by such coverage. Copies of all such policies (except policies covering only personal property of individual Unit Owners) shall be filed with the Trustees.

5.8 **Rebuilding, Restoration and Improvements.**

5.8.1 In the event of any casualty loss to the common areas and facilities or to any property insured pursuant to Section 5.7 of this Article V, 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 Chapter 183A, the Condominium Law. If such loss as so determined exceeds ten (10%) percent of such value, the Trustees shall forthwith submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) by the Unit owners authorizing the Trustees to proceed with the necessary repair, rebuilding, or restoration; and (b) 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 comply with the provisions of Paragraph (b) of said Section 17.

5.8.2 If and whenever the Trustees shall propose to make any improvements to the Common Areas and Facilities, they shall obtain the written consent of both Unit Owners to such proposed improvement prior to commencing any work with respect thereto, and the cost of such improvement shall be assessed as a common expense. However, an improvement may be made and the costs thereon assessed to only one Unit Owner if all Unit Owners assent to the proposed improvement in writing, with one Unit owner then agreeing in writing to pay all the costs associated with such improvement.

5.8.3 Notwithstanding anything in Paragraphs 5.8.1 and 5.8.2 contained, (a) in the event that any Unit Owner or Owners shall by notice in writing to the Trustees dissent from any determination of the Trustees with respect to the value of the Condominium or of any Unit or Units or any other determination or action of the Trustees under this Section 5.8, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owner or Owners may submit the matter to arbitration, and for that purpose, one arbitrator shall be designated and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association, and the decision of the arbitrator shall be binding upon the Trustees and all Unit Owners and (b) the Trustees shall not in any event be obliged to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have

received funds in an amount equal to the estimate of the Trustees of all costs thereof.

5.8.4 If and whenever any Unit Owner shall propose to make an improvement to or affecting the common areas and facilities of the Condominium at such Unit Owner's own expense, and the other Unit Owner determines in their reasonable discretion that such improvement would be consistent and compatible with the provisions and intent of the Master Deed, the Trustees may, but shall not be obligated to, authorize such improvement to be made at the sole expense of the Unit Owner proposing the same, subject to such contractual undertakings of the Unit Owner proposing such improvement as the Trustees in their reasonable discretion deem to be necessary or desirable in the circumstances.

5.9. **Rules, Regulations, Restrictions and Requirements.**

The Trustees may, at any time and from time to time, adopt, amend and rescind administrative rules and regulation governing the details of such operation and use of the common areas and facilities, and such restrictions on and requirements respecting the use, occupancy, and maintenance of the Units and the use of the common areas and facilities as 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. The initial Rules and Regulations are attached hereto as Exhibit "A".

5.10 **Meetings.**

5.10.1 The Trustees shall meet annually on the date of

the annual meeting of the Unit Owners and at such meeting may elect the Chairman, Treasurer, and Secretary as hereinbefore provided. Other meetings may be called by the Chairman and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting stating the place, day and hour thereof shall be given at least four days before such meeting to each of the Trustees.

5.10.2 There shall be an annual meeting of the Unit Owners on the third Tuesday in May of each year, commencing with the year 2008, at 16 Westminster Avenue, Roxbury, Massachusetts or at such other reasonable place and time as may be designated by the Trustees by written notice given to the Unit Owners at least seven (7) days prior to the date so designated. Special meetings of the unit Owners may be called at any time by the Trustees, and special meetings of the Unit owners shall be called by the Trustees upon the written request of any Unit owner. Written notice of any such meeting designating the place, day, and hour thereof shall be given by the Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated. At the annual meeting of the Unit owners, the Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Trustees propose to submit to the Unit owners any matter with respect to which approval and/or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter. The presence in person or by proxy of the holders of a majority of the beneficial interest shall be necessary to constitute a quorum at all meetings of such Unit Owners for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the

Unit owners, the Trustees shall have the power to adjourn the meeting from time to time, without notice, other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted at the meeting as originally notified.

5.11 **Notices to Unit Owners.** Every notice to any Unit owner required or permitted under the provisions hereof or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such Unit Owner by leaving such notice with him at his residence in the Condominium or by mailing it, postage prepaid, and addressed to such Unit owner at his address as it appears upon the records of the Trustees, at least three (3) days prior to the date fixed for which such notice is given.

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 the Unit Owners at all reasonable times. The Trustees, shall as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trustees for such year which shall include financial statements in such summary form and in such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by certified or registered mail within a period of sixty (60) days of the date of the receipt by him shall be deemed to have assented thereto.

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 of the Trust may be signed by any two 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.

5.14 **Seal.** The Trustees may adopt a seal circular in form bearing the inscription WESTMINSTER AVENUE CONDOMINIUM TRUST but such seal may be altered by the Trustees at pleasure, and the Trustees may, at any time or from time to time, at their option, adopt a common or wafer seal which shall be valid for all purposes.

5.15 **Fiscal Year.** The fiscal year of the 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.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF THIRD PARTIES

DEALING WITH THE TRUSTEES

6.1 **Dealing With the Trustees.** No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in said Registry of Deeds need inquire further as to the persons who are then Trustees hereunder. The receipts of the Trustees, or any one or more of them for monies or things paid or delivered to them or him shall be effectual discharges

therefrom to the persons paying or delivering the same, and no person from whom the Trustees or any one or more of them shall receive any money, property or other credit shall be required to see the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or from which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees or any one or more of them purporting to be done in pursuance of any of the provisions or powers herein contained.

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

under the provisions of Section 3.8 hereof or under the provisions of Condominium Law.

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

6.4 **Certifications By Trustees for Recording.** This Declaration of Trust and any amendments hereto and any certificate herein required to be recorded and any other certificate signed and sworn to by said Trustees or any two or more of them which it may be deemed desirable to record may be recorded with Suffolk County Registry of Deeds and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the trust property, or any beneficiary hereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with said Registry of Deeds. Any certificate signed by the Trustees in office at the time or any two or more of them, setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Registry of Deeds shall be

conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by the Trustees hereunder or any two or more of them, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by the Trustees or any two or more of them, as the case may be, shall, as to all persons acting in good faith in reliance thereon, be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

6.5 **Common Expense Certificates.** No Unit Owner shall convey, mortgage, sell or lease his Unit or Parking Space unless and until he shall have paid in full to the Trustees all unpaid common expenses theretofore assessed by the Trustees against his Unit, together with the interest due thereon and any costs of collection associated therewith. Within ten (10) business days after receiving an appropriate request from a Unit Owner, a purchaser of a Unit under a written contract of sale therefore or a Unit mortgage, the Trustees shall supply a certificate in accordance with section 6(d) of Chapter 183A in recordable form stating the amount of any unpaid common expenses (including interest due thereon and costs of collection associated therewith) attributable to the Unit. Upon the filing of such a certificate, the amount of any unpaid assessments stated therein shall be conclusively established as of the date of such certificate in favor of all persons who rely thereon. Notwithstanding any other provisions of this Article VI, any certificate setting forth the amount of unpaid common expenses assessed against any Unit Owner as provided by subsection (d) of

section 6 of Chapter 183A shall be conclusive evidence of the facts stated therein if signed by two Trustees then in office.

ARTICLE VII

AMENDMENT AND TERMINATION

7.1 **Amendment of Trust.** The Trustees, with the consent in writing of the Unit Owners entitled to sixty-seven percent (67%) of the undivided interest in the common elements, may at any time and from time to time, amend, alter, add to or change this Declaration of Trust in any manner or to any extent; the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change shall be valid or effective if:

7.1.1 It would alter, or in any manner or to any extent whatsoever, modify or affect the percentage of beneficial interest of any Unit Owner hereunder so as to be different than the percentage of the individual interest of such Unit Owner in the common areas and facilities as set forth in the Master Deed.

7.1.2 It would render this Trust contrary to or inconsistent with any requirements or provisions of the Condominium Law.

7.2 **Necessity For Recording Amendments, Alterations, Additions or Changes.** Any amendment, alteration, addition or change pursuant to the foregoing provisions of this

ARTICLE VII shall become effective upon the recording with said Registry of Deeds of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners herein required to consent thereto. Such instruments, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with the prerequisites to the validity of such amendment, alteration, addition or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes. Nothing contained in this ARTICLE VII shall be construed as making it obligatory upon the Trustees to amend, alter, add to or change the Declaration of Trust upon obtaining the necessary consent as hereinbefore provided.

7.3 **Special Amendment.** Notwithstanding anything herein contained to the contrary, so long as the Declarant owns at least one Unit in the premises, the Declarant reserves the right and power to file and record a special amendment ("Special Amendment") to this Condominium Trust at any time and from time to time which amends this Condominium Trust (i) to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration or any other governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies

or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownerships; (iii) to bring this Condominium Trust into compliance with Chapter 183A of the General Laws of Massachusetts; or (iv) to correct clerical or typographical errors in this Condominium Trust or any exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make or consent to a Special Amendment on behalf of each owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power of the Declarant to vote in favor of, make, execute and file and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this section shall be automatically assigned to the Trustees of Westminster Avenue Condominium Trust at such time as neither the Declarant nor any assignee of Declarant's rights hereunder shall any longer hold or control title to any Unit.

7.4 **Termination.** The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of the Condominium Law in accordance with the procedure therefor set forth in Section 19 of said Condominium Law.

7.5 **Disposition of Property On Termination.** Upon the termination of this Trust, the Trustees may, subject to and in accordance with provisions of the Condominium Law, sell and convert into money the whole of the Trust property, or any part or parts thereof, and, after paying or retiring all known

liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind (at valuations made by them which shall be conclusive) all other property then held by them in trust hereunder to the Unit owners according to their respective percentages of beneficial interest hereunder. In making any sale under this provision, the Trustees shall have the power to sell or vary any contract of sale and to resell without being answerable for loss and, for said purposes, to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgement necessary or desirable in connection therewith. The powers of the sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their possession or ownership, even though all times herein fixed for distribution of trust property may have passed.

ARTICLE VIII

ARBITRATION OF DISPUTED TRUSTEE ACTION

8.1 **Arbitration.** In the event that any Unit Owner or any Trustee is aggrieved by an action or non-action of another Unit Owner or any Trustee, or in the event that any decision requiring a vote of the Unit Owners or Trustees remains undecided because such vote does not receive the required number of votes, or is decided contrary to the desires of any Unit Owner or Trustees and appears to be inconsistent with a provision of the Master Deed or Declaration of Trust, such Unit Owner or Trustees may submit such action or vote to arbitration. Such arbitration shall be conducted by an arbitrator selected by

the American Arbitration Association (Boston Office, so long as such institution shall exist, or such similar organization as may then be in existence) by such Association. The findings and results of such arbitration shall be binding upon the parties and may thereafter be submitted to any Court of competent jurisdiction. The costs of arbitration conducted under the provisions of this paragraph shall be assessed as a common expense of the Condominium, unless it is determined by the arbitrator that the action so requested was frivolous or without any merit; in which case the costs of said arbitration shall be the sole cost and expense of the party initiating said action.

ARTICLE IX

CONSTRUCTION AND INTERPRETATION

9.1 **Terms.** In the construction hereof, whether or not so expressed, words used in the singular or in the plural and singular, words denoting males include females, and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. The cover, title, headings of different parts hereof, the table of contents and the marginal notes, if any, 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 the trusts, powers, and provisions herein contained shall take effect and be construed according to the law of the Commonwealth of Massachusetts.

9.2 **Consents**. Wherever it is provided herein that the permission, approval, or consent of any party is required, such permission, approval, or consent shall not be unreasonably withheld. The Trustees have the power and authority to waive any provision of this Trust affecting or limiting the rights of Unit Owners for any cause or reason determined to be reasonable by such Trustees in their discretion.

9.3 **Conflicts**. If any provision of this Trust shall be invalid or shall conflict with the Condominium Law, then (a) such invalidity shall not impair or effect the validity or enforceability of the other provisions of this Trust; and (b) such conflict shall be controlled by the provisions of the Condominium Law applicable thereto.

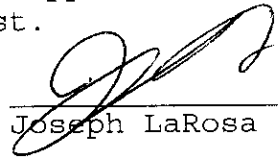
IN WITNESS WHEREOF, the Declarant has hereunto set his hand and seal on the date and year first above written.

Declarant


 Mary Cutone, Trustee of
 16 Westminster Avenue Realty Trust

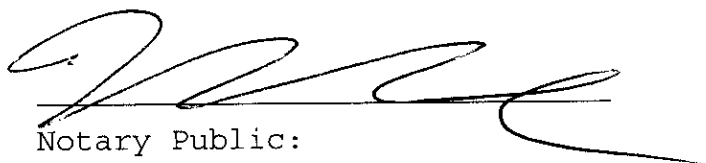
ACCEPTANCE

I, Joseph LaRosa, hereby accept the appointment as Trustee of the Westminster Avenue Condominium Trust.


 Joseph LaRosa

COMMONWEALTH OF MASSACHUSETTSWeymouth, ss.July 17, 2007

Before me, the undersigned notary public, personally appeared **Mary Cutone, Trustee aforesaid and Joseph LaRosa** as Trustees of the Westminster Avenue Condominium Trust, proved to me through satisfactory evidence of identification, which was a *Massachusetts Driver's License*, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public:

My Commission expires: 11/15/07

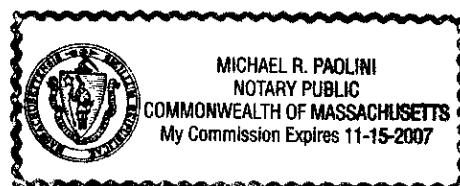


EXHIBIT "A"**WESTMINSTER AVENUE CONDOMINIUM****Rules and Regulations**

1. No part of the Condominium shall be used for any purposes except those set forth in the Master Deed (the "Master Deed") of even date and with the Westminster Avenue Condominium Trust.
2. There shall be no obstruction of the Common Areas and Facilities of the Condominium nor shall anything be stored in the Common Areas without the prior consent of the Trustees of the Trust (hereinafter collectively the "Trustees"), except as expressly provided herein or in the Trust. Each unit owner shall be obligated to maintain and keep in good order and repair his or her own unit and any portion of the Common Areas and Facilities, the exclusive use of which is provided to said unit, in accordance with the provisions of the Trust and Master Deed.
3. Nothing shall be done or kept in any unit or in the Common Areas and Facilities that will increase the rate of insurance of the Condominium Building, 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 or her unit, or in the Common Areas and Facilities that will result in the cancellation of insurance on the Building or the contents thereof, or that would be in violation of any law. No waste shall be committed in the Common Areas and Facilities.
4. No unit owner shall cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of the Building or units (except for seasonal decorative items), 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 any window, without the prior consent of the Trustees.

5. Unit owners may keep in their unit no more than one (1) cat and/or one medium size dog, weighing not more than 40 lbs, or in the alternative, two (2) small dogs weighing not more than 20 lbs each, or other household pets, and such household pets may be permitted to pass through the Common Areas and Facilities, subject to the following rules and regulations:
- (a) such pets may not be kept, bred or maintained for any commercial purposes;
 - (b) household pets shall not be permitted on any grass or garden plot, or in any other portion of the Common Areas and Facilities unless leashed;
 - (c) all wastes generated by such household pets in or on any portion of the Common Areas and Facilities or in any unit (other than the unit of the owners of such pet) shall be immediately removed and properly disposed of by the owner of such household pet.

A majority of the Trustees may insist upon any unit owner's not keeping a pet, which a majority of the Trustees in their sole judgment, determine interferes with the rights of other unit owners.

6. No unit owner shall engage in or permit any noxious or offensive activities, or make or permit any noises by himself, or herself, such owner's family, servants, employees, agents, visitors, lessees, licensees, or household pets, nor permit anything to be done by such persons or pets, either willfully or negligently, which,
- (a) may be or become an annoyance or nuisance to the other owner or occupant of the other unit;
 - (b) will interfere with the rights, comforts, or conveniences or the owner or occupant of the other unit;

- (c) may or does cause damage to the other unit or to the Common Areas and Facilities; or
- (d) results in the removal of any article or thing of value from the other unit or from the Common Areas and Facilities.

The unit owner making or permitting such nuisance, interference, damage or removal shall be responsible for the elimination of such nuisance or interference and for the costs of the repair or such damage or replacement of the item removed. The Trustees of the Condominium shall assess to such unit owner such costs.

- 7. Total volume of television sets, radios, phonographs, and musical instruments shall at all times be kept at a reasonable low sound level to avoid bothering the neighbors.
- 8. No clothes, sheets, blankets, laundry, rugs or any kind of other articles shall be hung out of the windows or doors of any unit or exposed on or in any part of the Common Areas and Facilities. The Common Areas and Facilities shall be kept free and clear of all rubbish, debris, and other unsightly materials.
- 9. Nothing shall be altered in, constructed in, or removed from the Common Areas and Facilities except upon the written consent of the Trustees.
- 10. No part of the Common Areas and Facilities shall be decorated or furnished by any unit owner in any manner without the prior written consent of the Trustees.
- 11. Each unit owner shall keep his or her unit and any portion of the Common Areas and Facilities, the exclusive use of which is provided to said unit, in a good state of preservation, repair and cleanliness.

12. 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.
13. No exterior lighting equipment, fixtures, or facilities shall be attached to or utilized for any unit without the prior consent of the Trustees.
14. No flammable, combustible, or explosive fluid, material chemical, or substance, except such lighting and cleaning fluids as are customary for residential use, shall be kept in any unit.
15. Artificial or chemical fertilizers, pesticides, and herbicides may not be used on any portion of the premises without the express written consent of each unit owner.
16. No unit may employ chemical means for the extermination of pests without first obtaining the express consent of each unit owner.
17. Except for short periods of time, such as deliveries, no commercial vehicles may be parked in the parking spaces.