Bristol North
Book 10464 Page 158

DECLARATION OF TRUST
FINCH FARM CONDOMINIUMS TRUST
RAYNHAM, MASSACHUSETTS

DECLARATION OF TRUST of the **FINCH FARM CONDOMINIUMS TRUST** made at Raynham, Bristol County, Massachusetts by Thiel Land Development, LLC, a Massachusetts limited liability company having a principal office at 24 Thiel's Way, Raynham, Massachusetts, 02767 (hereinafter called the "**Trustee**"), which term includes its successors in trust. The term "Trustees" or "Trustee" also means the Trustees or Trustee for the time being hereunder, whenever the context so permits.

I. NAME OF TRUST

The trust created hereby shall be known as the **FINCH FARM CONDOMINIUMS TRUST** (hereinafter called the "**Condominium Trust**"), and all activities carried on by the Trustees hereunder shall be conducted under said name and style, insofar as legal, practical and convenient.

II. PURPOSES

(a) All of the rights and powers in, to and with respect to the common areas and facilities of the FINCH FARM CONDOMINIUMS established by the Master Deed of even date and recorded herewith (hereinafter called the "**Condominium**"), which are by virtue of the provisions of Massachusetts General Laws, Chapter 183A (hereinafter called "**Chapter 183A**"), conferred upon or exercisable by the organization of Unit Owners of the Condominium and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder, shall vest in the Trustees as joint tenants, with right of survivorship, as Trustees of this Trust, BUT IN TRUST NEVERTHELESS, to exercise, manage, administer and dispose of the same and to receive the income thereof for the benefit of the owners of record from time to time of the units of the Condominium (hereinafter called the "**Unit Owners**"), according to the schedule of beneficial interest referred to in Section 4 hereof, and in accordance with the provisions of said Chapter 183A. This Trust is the organization of the Unit Owners established pursuant to the provisions of said Chapter 183A for the purposes therein set forth.

(b) It is hereby expressly declared that a trust, and not a partnership, has been hereby created, and that the Unit Owners are beneficiaries and not partners or associates or any other relation whatever among themselves with respect to the trust property, and hold no relation to the Trustees other than as such beneficiaries, with only such rights as are conferred upon them as such beneficiaries hereunder, under the Master Deed, and under and pursuant to the provisions of said Chapter 183A.

III. TRUSTEES

(a) Appointment of Trustees

(i) ***Initial Board***. The Initial Board shall consist of the Trustee named in the first paragraph of this Declaration of Trust, to wit: Thiel Land Development, LLC, hereinafter called the "Initial Board." The term of the Initial Board shall end upon the earliest to occur of the following events: (a) 120 days after seventy-five percent (75%) of the total number of units in the Condominium in all phases have been conveyed to unit purchasers, or (b) five (5) years following the conveyance of the first unit. Notwithstanding any other term or provision of this Trust to the contrary, (A) the Unit Owners shall have no power or right to remove the Initial Board (namely, Thiel Land Development, LLC) nor to appoint any additional or successor trustees, until the term of said Initial Board shall have expired, as set forth in the immediately preceding sentence; and (B) during the term of the Initial Board, any vacancy in the office of a Trustee, however caused, shall be filled only by the designation of the Declarant of the Master Deed.

At such time as the Trustees designated by the Declarant resign, the Unit Owners shall be entitled to fill the vacancies, and the successor trustees shall serve until the next annual meeting. In order to ensure the rights reserved to the Declarant in the Master Deed and the By-Laws, until all the units are sold by the Declarant, or by its successor in interest, the Trustees shall not be entitled to take any action which would unreasonably interfere with said rights.

(ii) ***Subsequent Boards of Trustees***. After the term of the Initial Board, there shall at all subsequent times be a Board of Trustees hereunder consisting of not less than three (3) nor more than seven (7) natural persons, but in any event, an odd number, as shall be determined by vote of Unit Owners entitled to not less than fifty-one percent (51%) of the beneficial interest hereunder.

The term of each Trustee shall be for three years and shall end at the annual meeting (or special meeting in lieu thereof) at which such Trustee's successor is due to be appointed; except that the term of any Trustee appointed to fill a vacancy in an unexpired term shall end when his or her predecessor's term, but for the vacancy, would have ended, provided, however, that the terms of the persons first chosen as Trustees after the resignation of the Initial Board shall be staggered so that insofar as possible the terms of one-third of the Trustees shall expire each year. The terms of said first chosen Trustees shall be determined by lot so that one-third will expire in one (1) year, one-third will expire in two (2) years, and one-third will expire in three (3) years. Thereafter, upon any increase in the number of Trustees the terms of any newly appointed Trustee or Trustees shall be determined insofar as necessary by lot so as to maintain such staggering of terms insofar as possible.

(b) Vacancies

After the Initial Board's term expires, if and when the number of Trustees shall become less than three (3) for any reason, including without limitation, removal, resignation or death of a Trustee, a vacancy or vacancies in said office shall be deemed to exist. Each such vacancy shall be filled by written instrument which sets forth (i) the appointment of a natural person to act as such Trustee, signed and acknowledged by any three (3) Unit Owners who certify under oath that Unit Owners entitled to not less than fifty-one percent (51%) of the beneficial interest hereunder have voted to make such appointment and (ii) the acceptance of such appointment signed and acknowledged by the person appointed. If the Unit Owners entitled to such percentage have not made such an appointment within thirty (30) days after the occurrence of such vacancy, then such Trustee(s) then in office may appoint successor Trustee(s) by an instrument in writing which sets forth (a) the Trustee(s)' appointment of a natural person to act as Trustee, signed by a majority of the Trustees then in office (or by the sole Trustee if there by only one then in office) and (b) the acceptance of such appointment signed and acknowledged by the person appointed. All appointments of Trustees shall become effective upon the recording with the Bristol District Registry of Deeds of a certificate of such appointment, signed and accepted as aforesaid, 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 or surviving Trustee or Trustees, without the necessity of any act of transfer or conveyance.

If, for any reason, any such 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 and notice to the other Unit Owners and all Trustees and to such other parties in interest, if any, to whom the court may direct that notice be given, and such appointment shall become effective upon the recording with the Bristol District Registry of Deeds of a certificate or order of such appointment.

Notwithstanding anything to the contrary in this subsection (b), despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining or surviving Trustees, subject to the provisions of the immediately following subsection (c), shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

(c) Majority Vote/Trustee Action

In all matters relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred, the Trustees shall act by majority vote, and, subsequent to the expiration of the term of the Initial Board, in no case shall a majority consist of less than two (2). The foregoing sentence shall not apply during the term of the Initial Board. During the term of the Initial Board, whenever there shall be only one Trustee hereunder, all references in this instrument and in the By-Laws and Rules and Regulations hereto to "a majority of the Trustees" shall be deemed to refer to the sole Trustee. The Trustees may act without a meeting in any case by unanimous written consent and in any cases, requiring in their sole judgment, response to an emergency, by majority written consent.

(d) Resignation or Removal of Trustees

(i) Any Trustee may resign at any time by instrument in writing, signed and acknowledged in proper form for recording, and such resignation shall take effect upon the recording of such document with said Bristol District Registry of Deeds.

(ii) After reasonable notice and opportunity to be heard before the Unit Owners called pursuant to Sections 8 and 34 of the By-Laws hereof, a Trustee (except a member of the Initial Board) may be removed from office, with or without cause, by vote of Unit Owners entitled to not less than fifty-one percent (51%) of beneficial interest hereunder. The vacancy resulting from such removal shall be filled in the manner provided in Section (c) hereinabove. Any removal shall become effective upon the recording with the Bristol District Registry of Deeds of a certificate of removal signed with an acknowledgment appropriate for recording by a majority of the remaining Trustees in office and by three (3) Unit Owners who all certify under oath that Unit Owners entitled to not less than fifty-one percent (51%) of the beneficial interest hereunder have voted for such removal.

(e) Bonds

The Trustees shall purchase and maintain fidelity bonds as set forth in Section 3 of the By-Laws hereto. All expenses incident to any such fidelity bonds shall be charged as a Common Expense of the Condominium.

(f) No Personal Liability/Good Faith

No Trustee hereinbefore named, or appointed or designated as hereinbefore provided, shall under any circumstances or in any event be held liable or accountable out of his or her personal assets or estate or be deprived of compensation by reason of any action taken, suffered or omitted in good faith, or be so liable, accountable or deprived for more money or other property than he or she actually receives, or for allowing one or more of the other Trustees to have possession of the Trust books or property, or be so liable, accountable or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of the existence of any personal interest or gain, or by reason of anything except his or her own personal and willful malfeasance, bad faith, or fraud.

Actions taken (i) by a successor Trustee after appointment by the Unit Owners and prior to recording of the written instrument required under Section (d) and (ii) by the outgoing Trustee after recording of said instrument, in both cases in the good faith belief that such person holds the rights and powers of a Trustee, shall not create any liability for such person beyond that which he or she would have had as a Trustee.

(g) Conflict of Interest

No Trustee shall be disqualified by his or her office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his or her interest individually or the Trustees' interest or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing or for any other reason) as vendor, purchaser or otherwise; nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which any Trustee shall be in any way interested, be avoided; nor shall any Trustee so dealing or contracting or being so interested, be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relationship hereby established, provided that the Trustee shall act in good faith and shall disclose to the other Trustees the nature of his or her interest before the dealing, contract, or arrangement is entered into.

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

(h) Compensation

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

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

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

Notwithstanding anything to the contrary in this subsection (h) of this Section III, no compensation, reimbursement, or fees shall be paid to the Initial Board pursuant to the provisions of subsection (a) of this Section III.

A Trustee shall abstain from voting upon any question regarding reimbursement, compensation, or fees proposed to be paid to him or her pursuant to the provisions of this subsection (h) of this Section III, or upon any question regarding the engagement of himself or herself, or any firm, association, corporation or partnership of which he or she is a member, to render services, legal, accounting or otherwise to this trust.

(i) Indemnity

Each Trustee and, to the extent stated in the final paragraph of subsection (f) of Section III, any outgoing and successor Trustee as to actions taken as a Trustee before the person became entitled or after the person ceased to be entitled to exercise the rights and powers of a Trustee, shall be entitled to indemnity both out of the Trust property and by the Unit Owners against any liability, including, without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties, and fines incurred by them or any of them in the execution hereof and the performance of their obligations hereunder, unless he shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interest of the Trust. Acting by majority vote, the Trustees may purchase such insurance against such liability as they shall determine is reasonable and necessary, the cost of such insurance to be a Common Expense of the Condominium. Each Unit Owner shall be personally liable for all sums lawfully assessed for their share of any claims involving the Trust property in excess of such insurance, all as provided in Chapter 183A. Nothing in this subsection (i) of Section III shall be deemed to limit in any respect the powers granted to the Trustees in this Declaration of Trust.

IV. BENEFICIARIES AND THEIR BENEFICIAL INTEREST

(a) The beneficiaries hereof shall be the record Unit Owners of the Condominium for the time being. The beneficial interest in the Trust hereunder shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium, all as set forth in Exhibit C of the Master Deed (and as it may be amended from time to time), which is hereby incorporated herein by this reference and made a part hereof, with the same force and effect as though fully set forth in the body hereof.

(b) The beneficial interest of each Unit of the Condominium shall be held and exercised as a unit and shall not be divided among several owners of any such Unit. To that end, whenever any of said Units is owned of record by more than one person, the several owners of such Unit shall:

(i) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments, and otherwise exercise the rights appertaining to such Unit hereunder; and

(ii) notify the Trustees of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees of such notice, and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate any one of such owners for such purposes.

V. BY-LAWS

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

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

(a) Any instrument signed and acknowledged in proper form for recording by a majority of the Trustees as they then appear of record in the Bristol District Registry of Deeds, and recorded in the Bristol District Registry of Deeds, may be relied on as conclusively establishing that such instrument was the free act of this Trust and shall be binding upon this Trust when so recorded.

(b) No purchaser, mortgagee, lender, or other person dealing with a majority of the Trustees, as they then appear of record in the Bristol District Registry of Deeds, shall be bound to ascertain or inquire further as to the persons who are then the Trustees hereunder or be affected with any notice, implied or actual, relative thereto, other than by a certificate thereof, so recorded, and such recorded certificate shall be conclusive evidence of the personnel of said Trustees and of any changes therein. The receipts of the Trustees or any one or more of them for money paid or things delivered to them shall be effectual discharges therefrom to the persons paying or delivering the same, and no person from whom the Trustees or one or more of them shall receive any money, property or other credit, shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with a majority of 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 for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose of regularity of any of the acts of the Trustee(s) purporting to be done in pursuance of any of the provisions or powers herein contained, or as to the regularity of the resignation or appointment of any Trustee. Any instrument of appointment of a new Trustee or resignation or discharge of a Trustee purporting to be executed by the Trustees, Unit Owners or other persons herein required to execute the same, shall be conclusive evidence in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation or appointment or the occasion thereof.

(c) Notwithstanding anything to the contrary herein, and notwithstanding any custom or usage to the contrary, no recourse shall at any time be had under or upon any note, bond, contract, order, debt, claim, instrument, certificate, undertaking, obligation, covenant, or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceedings, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with, or having any claim against the Trustees, shall look only to the trust property for payment under such note, bond, contract, order, debt, claim, instrument, certificate, undertaking, obligation, covenant, or agreement, or for the payment of any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall ever be personally or individually liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of the Unit Owners under the provisions of said Chapter 183A or subsection (i) of Section III of this Declaration of Trust.

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

(e) Certificates and Amendments.

(i) This Declaration of Trust and amendments hereto, and any Certificate herein required or that it may be deemed desirable to record, shall be recorded with the Bristol District Registry of Deeds, and such document when executed and recorded according to the requirements of this Declaration of Trust shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof. All persons dealing in any manner whatsoever with the Trustees, the trust property, or any beneficiary hereunder, shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be so recorded.

(ii) Any certificate, signed by a majority of the Trustees at the time as they then appear of record in the Bristol District Registry of Deeds, setting forth as facts any matters affecting the trust, including statements as to who are the Trustees, as to what action has been taken by the Trustees or beneficiaries, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Bristol District 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.

(iii) Any certificate executed by a majority of the Trustees as they then appear of record in the Bristol District Registry of Deeds setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustees, shall, when duly acknowledged and recorded with said Bristol District Registry of Deeds, as to all persons acting in good faith in reliance thereon, be conclusive evidence of the truth of the statement made in such certificate and of the existence of the facts therein set forth.

VII. AMENDMENTS; TERMINATION

(a) Notwithstanding anything to the contrary herein, so long as the Declarant of the Master Deed owns any unit in the Condominium, the Declarant shall have the right, at any time and from time to time, to amend this Declaration of Trust (including but not limited to the By-Laws hereto and the Rules and Regulations hereto) without the consent of any Unit Owners or any of the Trustees of this Trust, to meet the requirements of any governmental or quasi-governmental body or agency, or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the secondary mortgage market, or any lender, or to correct typographical or clerical errors, or to cure any ambiguity, inconsistency or formal defect or omission.

(b) Notwithstanding anything to the contrary herein, for a period of seven (7) years from the recording date of the Master Deed, Declarant shall have the right pursuant to the terms of Section (h) of the Master Deed to amend the Master Deed for the purpose of adding future phases to the Condominium by recorded amendments, and, consequently, to alter the percentage of the common area percentages established for Units, without the requirement or necessity of securing any further consent or execution of any further document from the owner or mortgagee of such units provided that the proportionate interest of all units in the common areas and facilities shall be calculated in accordance with the provisions of Chapter 183A. Upon the earlier of the completion of all phases as described in the Master Deed and said seven (7) years, this right shall terminate.

(c) Subject, however, to the provisions of Section 33 of the By-Laws hereto and to those provisions of the Master Deed granting rights to the Declarant or its successors regarding the development of the phases of the Condominium:

(i) A majority of the Trustees, with the consent in writing of sixty-seven percent (67%) in interest of 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. Once the Trustees are first duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities. No such amendment, alteration, addition or change shall be made (a) without the prior written consent of the Declarant obtained in each instance, for so long as the Declarant remains the owner of any Unit in the Condominium; or (b) according to the purport of which, the percentage of the beneficial interest hereunder of any Unit Owner would be altered, or in any manner or to any extent whatsoever, modified or affected so as to be different than the percentage of the individual interest of such Unit Owner in the common areas and facilities as set forth in the Master Deed, other than by consent of all of the Unit Owners whose percentage of the undivided interest is affected as set forth in Chapter 183A; or (c) that would render this Trust contrary to or inconsistent with any requirements or provisions of said Chapter 183A. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this Section shall become effective upon the recording with the Bristol District Registry of Deeds of an instrument of amendment, alteration, addition, or change, as the case may be, signed and acknowledged in proper form for recording by a majority of the Trustees hereof and by any three (3) Unit Owners (in addition to said Trustees) who all certify under oath in such instrument that the amendment has been approved by the requisite vote of Unit Owners and Trustees, setting forth in full the amendment, alteration, addition, or change, provided that no such amendment shall be valid unless signed by the Declarant as long as the Declarant remains the owner of any Unit. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition, or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes.

(ii) The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure therefor set forth in said Chapter 183A.

(iii) Upon termination of this Trust, the Trustees may, subject to and in accordance with the provisions of said Chapter 183A, sell and convert into money the whole of the trust property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them that shall be conclusive if made in good faith, all other property then held by them in trust hereunder to the Unit Owners according to their respective percentages of beneficial interest hereunder. In making any sale under the provisions of this subsection (c) of this Section VII, the Trustees shall have the power to sell or vary any contract of sale and to resell without being answerable for loss, and, for said purposes, to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of trust property may have passed.

The provisions of Section 33 of the By-Laws hereto shall at all times take precedence over the provisions of this Section VII.

VIII. CONSTRUCTION: INTERPRETATION

(a) In the construction hereof, whether or not so expressed, words used in the singular or in the plural, respectively, shall include both the plural and singular; words denoting males include females; and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), partnerships, entities and quasi-entities, trusts and corporations; unless a contrary intention is to be inferred from or is required by the subject matter or context. The marginal and sectional captions and headings are inserted only for convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation, or effect hereof.

(b) All of the trusts, powers, and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts in general, and with respect to Massachusetts General Laws, Chapter 183A, in particular.

(c) The invalidity of any provision or part of such provision hereof shall not impair or affect in any manner the remainder hereof, or the remainder of such provision or such part of such provision.

(d) No restriction, condition, obligation or provision contained herein (including but not limited to the By-Laws hereof attached hereto as Exhibit A and incorporated herein by reference) shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number or frequency of violations or breaches thereof that may occur.

(e) In the event of any conflict between the provisions hereof (including but not limited to the By-Laws hereof attached hereto as Exhibit A and incorporated herein by reference) and the provisions of Massachusetts General Laws, Chapter 183A, or the Master Deed, then the following rules of construction shall be used: (i) in the event of a conflict between the provisions of this Trust and Chapter 183A, as amended from time to time, the provisions of Chapter 183A shall control; and (ii) in the event of a conflict between any numerical voting requirements for action set forth in the Master Deed and any such requirements set forth herein, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control; and (iii) in the event of any conflict other than as to numerical voting requirements in the provisions of the Master Deed and the provisions of this Trust, the provisions of the Master Deed shall control. Words defined in said Chapter 183A shall have the same meaning herein as defined in said statute unless the context clearly indicates otherwise.

EXECUTED as an instrument under seal at Raynham, Bristol County, Massachusetts, this 12th day of April, 2002.

Signed and sealed in the presence of: Thiel Land Development, LLC

By: ______________________________
Michael S. Thiel, Manager

____
Witness

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss. __________, 2002

Then personally appeared the above-named Michael S. Thiel, Manager of Thiel Land Development, LLC, and acknowledged the foregoing instrument to be the free act and deed of Thiel Land Development, LLC, before me,

____
Joanne J. Bibeau, Notary Public
My commission expires: February 26, 2004

EXHIBIT A

TO DECLARATION OF TRUST OF FINCH FARM CONDOMINIUMS TRUST

Exhibit A is hereby incorporated into and made a part of the Declaration of Trust of FINCH FARM CONDOMINIUMS TRUST

BY-LAWS: FINCH FARM CONDOMINIUMS TRUST

The provisions of this Exhibit A to FINCH FARM CONDOMINIUMS TRUST shall constitute the By-Laws of FINCH FARM CONDOMINIUMS TRUST (hereinafter referred to as the "**Condominium Trust**"), the organization of Unit Owners established by said Trust.

1. Powers and Duties of the Trustees

The Board of Trustees shall have all powers necessary for administering the affairs of the Condominium as set forth in Massachusetts General Laws, Chapter 183A (hereinafter called "**Chapter 183A**") and they may do any and all acts necessary or desirable for the administration of the affairs of the Condominium except only for such acts as may not, under law or under the provisions of the Master Deed or this Trust, be delegated to the Trustees by the Unit Owners. Such powers and duties of the Trustees shall include, but shall not be limited to, the following:

(a) operation, care, upkeep and maintenance of the common areas and facilities;

(b) determination of the Common Expenses required for the affairs of the Condominium, including but not limited to the operation and maintenance of the common areas and facilities;

(c) collection of the Common Expenses, from the Unit Owners;

(d) employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the common areas and facilities;

(e) subject to the provisions of Section 7 of these By-Laws, adopting, amending, and administering (including waiving) Rules and Regulations covering the details of the operation and use of the common areas and facilities;

(f) opening bank accounts on behalf of the Condominium, and, subject to the provisions hereof, designating the signatories required therefor;

(g) leasing, managing and otherwise dealing with such facilities as may be provided for in the Master Deed as being common areas and facilities;

(h) owning, conveying, encumbering, leasing and otherwise dealing with units conveyed to the Trust or purchased by it as a result of enforcing the lien for Common Expenses, or otherwise;

(i) obtaining insurance for the Condominium, including the units, pursuant to the provisions hereof;

(j) making repairs, additions and improvements to, or alterations or restoration of, the Condominium, in accordance with the other provisions of this Trust.

(k) enforcing obligations of the Unit Owners, allocating income and expenses, and doing anything and everything else necessary and proper for the sound management of the Condominium;

(l) subject to the provisions of Subsection (B) of Section 29 of these By-Laws, purchasing or leasing a Unit;

(m) purchasing of units at foreclosure or other judicial sales;

(n) organizing and maintaining corporations, trusts, or other entities to act as nominee of the Condominium in acquiring title to units on behalf of all Unit Owners under the provisions hereof;

(o) conducting litigation as to any course of action involving the common areas and facilities or arising out of the enforcement of the By-Laws, Rules and Regulations, and Master Deed, and this Trust. Notwithstanding any provision of the Master Deed, or the Declaration of Trust of the Condominium Trust, or of these By-Laws or the Rules and Regulations to the contrary, neither the Trustees acting in their capacity as such Trustees or acting as representatives of the Unit Owners, nor any class of Unit Owners shall bring any litigation whatsoever unless a copy of the proposed complaint in such litigation has been delivered to all of the Unit Owners, and not less than eighty percent (80%) of all Unit Owners consent in writing to the bringing of such litigation within sixty (60) days after a copy of such complaint has been delivered to the Unit Owners and specifying as part of the written consent a specific monetary limitation to be paid as legal fees and costs and expenses to be incurred in connection therewith, which amount shall be separately assessed as a special assessment effective forthwith at the time of said affirmative consent. Notwithstanding any provisions of the Master Deed, or of the Declaration of Trust of the Condominium Trust (including, but not limited to, the provisions of Section VII of the Declaration of Trust of the Condominium Trust) or these By-Laws or the Rules and Regulations, the provisions of this Paragraph (o) of this Section 1 shall not be amended except by vote of at least eighty percent (80%) of Unit Owners. The provisions of this paragraph (o) shall not apply to litigation by the Condominium Trust against Unit Owners with respect to the recovery of overdue Common Expenses or Special Assessments or to foreclose the lien provided by Chapter 183A, Section 6, and Chapter 254, Sections 5 and 5A, as amended by 1987 Mass. Acts Chapter 338 and 1989 Mass. Acts Chapter 341, or to enforce any of the provisions of the Master Deed, or the Declaration of Trust of the Condominium Trust, or these By-Laws or Rules and Regulations thereto, or the unit deed, against Unit Owners; and

(p) granting permits, licenses and easements over the common areas and facilities for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium project.

2. Common Expenses and Profits

A. Commencing on the date of the recording of the Master Deed, each Unit Owner shall be liable for Common Expenses and shall be entitled to common profits of the Condominium in the same proportion as his or her beneficial interest in this Trust bears to the aggregate beneficial interest of all the other Unit Owners. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees shall at all times establish and maintain an adequate reserve fund for the periodic maintenance, repairs and replacement of improvements to the common areas and facilities and those limited common areas that the Trust may be obligated to maintain. Such reserve fund shall be funded by regular monthly assessments from regular assessments for Common Expenses and shall not be deemed to be common profits available for distribution.

B. In addition to the foregoing (and not in substitution thereof), to ensure that this Trust will have the funds to meet unforeseen expenditures or to purchase any additional equipment or services, a working capital fund shall be established equal to at least two (2) months' estimated common charges for each unit. Any amounts paid into this fund shall not be considered advance payments of regular assessments. Each unit's share of the working capital fund shall be collected at the time the sale of the unit is closed or at the time control of this Trust is transferred to the Trustees elected by Unit Owners other than the Declarant, as set forth in Section III of this Trust, whichever occurs earlier. When control of this Trust is transferred as set forth in the immediately preceding sentence, the working capital fund shall be transferred to this Trust for deposit to a segregated fund. During the term of the Initial Board (or the Trustee is the Declarant, or nominees or designees of the Declarant), the working capital fund, which is the subject of this subsection, cannot be used to defray the expenses, reserve contributions or construction costs that are the responsibility of the Declarant in its role as developer of the Condominium or to make up budget deficits. The Declarant may reimburse itself for these payments from the funds collected at closing when the unsold units are sold.

C. In addition to the foregoing (and not in substitution thereof), the Trustees may, to such extent as they deem advisable, set aside common funds of the Condominium as additional reserves and may use the funds so set aside for reduction of indebtedness or other lawful capital purposes, and, subject to the provisions of Section 4 of these By-Laws, for repair, rebuilding or restoration of the Condominium, or for improvements thereto, and for replacement of the common areas and facilities including but not limited to the Septic Systems (as defined in the Master Deed), and other proper contingencies. The funds so set aside shall not be deemed to be common profits available for distribution.

D. 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 reasonable provision for contingencies and reserves, and for the reserve funds mentioned in Subsection C of this Section 2 and, after taking into account any undistributed common profits from prior years, shall determine the assessment for Common Expenses to be made for such fiscal year. The Trustees shall promptly furnish copies of each budget on which such assessment is based to all Unit Owners and, if requested, to their mortgagees.

During such time that real estate taxes (including betterment assessments) are assessed against the real property described in the Master Deed as one (or more) tax parcels, but not as Condominium Units, the Trustees may collect and expend, in the same manner as common expenses, all amounts necessary to pay such real estate taxes and betterment assessments for common benefit. Each unit shall be assessed for such real estate taxes in proportion to its beneficial interest in the common areas and facilities of the Condominium. The Trustees may collect the funds for such real estate taxes in lump sums or installments, using such procedure, including installment payment in advance, as they in their sole discretion shall determine, and they may charge any penalties for late payment imposed by the municipal authorities to unit(s) responsible therefor.

The Trustees shall promptly render statements to the Unit Owners for the respective shares of such assessment, and each Unit Owner thereafter shall pay one-twelfth (1/12) of his or her share of the estimated Common Expenses monthly in advance on the first day of each month. The Trustees shall not be obligated to render monthly statements. In the event that, at any time and from time to time, the Trustees shall determine during any fiscal year that the assessment so made is less than the Common Expenses actually incurred or to be incurred, including but not limited to provisions for proper reserve funds, 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 set forth in such statements. The Trustees may, in their discretion, provide for payments of such supplemental assessment statements in monthly or other installments. The Trustees shall have the authority and the duty to levy and enforce the collection of general and special assessments for Common Expenses.

E. The amount of each such statement, for regular or supplemental assessments, together with interest thereon at such rate as the Trustees shall determine (but not more than twelve percent (12%)) per annum) if the payments are not made when due, together with all expenses, including attorney fees, incurred by the Trustees in any proceeding brought to collect such unpaid Common Expenses and assessments, shall constitute a lien on the unit of the Unit Owner assessed pursuant to the provisions of Section 6 of said Chapter 183A and Sections 5 and 5A of Chapter 254, as amended by 1987 Mass. Acts Chapter 338, 1989 Mass. Acts Chapter 341, 1992 Mass. Acts Chapter 400 and 1993 Mass. Acts Chapter 1, and may be collected by the Trustees pursuant to said statutes. The Trustees shall take prompt action to collect any Common Expenses and assessments due from any Unit Owner that remain unpaid for more than thirty (30) days from the due date thereof, including but not limited to action under the provisions of Massachusetts General Laws Chapters 183A and 254, as amended by 1987 Mass. Acts Chapter 338, 1989 Mass. Acts Chapter 341, 1992 Mass. Acts Chapter 400 and 1993 Mass. Acts Chapter 1. In the event that the Trustees bring an action to foreclose a lien on any unit pursuant to said statute, the Unit Owner shall pay a reasonable sum for use and occupancy of his or her unit from the date of foreclosure until the Unit Owner vacates the unit (in such foreclosure action, the plaintiff shall be entitled to the appointment of a receiver to collect the same), but nothing in this sentence shall be deemed to grant any Unit Owner the right to remain in possession of his or her unit after such foreclosure. The Trustees, acting on behalf of all Unit Owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not vote appurtenant to), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. In the event of any suit or foreclosure by the Trustees, the Trustees shall be entitled to interest at rate to be determined by the Trustees (but not more than twelve percent (12%)) per annum) and all costs of collection, suit and foreclosure, including attorney fees. In addition to the lien in favor of the Trustees for assessments for Common Expenses and assessments, such assessments shall also be the personal obligation of the Unit Owner at the time the assessment fell due.

F. The Trustees shall promptly provide any Unit Owner, or any Unit buyer who has a duly executed Purchase and Sale Agreement for the acquisition of a unit, or any mortgagee, or the attorney of any such party, with a written statement of all unpaid Common Expenses due with respect to such unit, signed and acknowledged in proper form for recording, upon the written request of such Unit Owner or buyer or mortgagee or attorney. Notwithstanding anything to the contrary in this Declaration of Trust, including these By-Laws, such statements may be executed by any two (2) Trustees. Recording such statement in the Bristol District Registry of Deeds shall discharge the unit from any lien for any other sums unpaid not enumerated as of the date of such statement to the extent provided by said Chapter 183A.

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

H. Any first mortgagee who obtains title to a Condominium unit, pursuant to the remedies provided in its mortgage or foreclosure of its mortgage, will not be liable for such unit's unpaid dues, common charges, or assessments (including interest and costs of collection and legal fees relating to the collection thereof) that accrue prior to the acquisition of title to such unit by the Mortgagee, provided, however, that notwithstanding the foregoing, such first mortgagee shall be liable for such unit's unpaid common expenses, costs and attorney fees as provided in subsection (c) of Section 6 of Chapter 183A, as amended by 1992 Mass. Acts Chapter 400 and 1993 Mass. Acts Chapter 1. The lien for common expense assessments shall not be affected by any sale or transfer of a unit, except that a sale or transfer pursuant to a foreclosure of a first mortgagee shall extinguish a subordinate lien for assessments that became payable prior to such sale or transfer, provided, however, that the lien for common expense assessments shall be affected by the sale or transfer of a unit to the extent set forth in subsection (c) of Section 6 of Chapter 183A, as amended by 1992 Mass. Acts Chapter 400 and 1993 Mass. Acts Chapter 1. Any such delinquent assessments that were extinguished pursuant to the immediately preceding sentence may be reallocated and assessed to all units as a Common Expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a unit for liability for, nor the unit from the lien of, any assessments made thereafter.

3. Insurance

A. The Trustees shall be required to obtain and maintain, to the extent obtainable, the following insurance (and to pay premiums thereon as a Common Expense):

(1) fire insurance with extended coverage (covering other perils normally covered by the standard extended coverage endorsement) insuring all portions of the building, including the common areas and facilities of the Condominium, and all of the units and all of the fixtures installed therein on the date of recording the Master Deed, but not including carpeting, drapes, fixtures, furniture, furnishings, or other personal property supplied to or installed by Unit Owners, such insurance covering the interest of the Condominium, the Trustees and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to one hundred percent (100%) of current replacement cost of the building, common areas and facilities, and units, without deduction for depreciation, with loss payable to the Trustees, as Insurance Trustees for each Unit Owner and the holder of each unit's mortgage. The named insured shall be "the Trustees of The Condominium Trust, for the use and benefit of the individual Unit Owners and unit mortgagees." Such insurance shall also cover all other perils customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available;

(2) workers' compensation insurance if the Trustees shall have an employee or employees;

(3) comprehensive general liability insurance covering all common areas and facilities and any other areas under the supervision of the Trustees, in such amounts and with such coverage as the Trustees shall from time to time determine, with a combined single limit for both personal injury, death and property damage, of not less than one million dollars ($1,000,000.00), but at least covering each member of the Trustees, the managing agent or the manager, if any, and each Unit Owner and with cross-liability endorsement to cover liabilities of the Condominium to a Unit Owner, and a severability of interest provision precluding the insurer's denial of a Unit Owner's claim because of negligent acts by this Trust or other Unit Owners;

(4) fidelity bonds in blanket form for all officers, directors, Trustees and employees of the Trust and all other persons handling or responsible for funds administered by the Trust whether or not they receive compensation for their services. The total amount of fidelity bond coverage shall not be less than the estimated maximum funds, including reserve funds, in the custody of the Trust or the management agent, as the case may be, at any given time during the term of such bond, and, in any event, the aggregate amount shall not be less than a sum equal to three (3) months' aggregate

assessments on all units plus reserve funds, or one and one-half (1½) times the insured's estimated annual operating expenses and reserves, whichever is greater.

(i) The fidelity bonds shall name the Trust as an obligee;

(ii) The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expression; and

(iii) The bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Trust and to the Mortgagees that are listed as scheduled holders of first mortgages in the insurance policy; and

(5) such other insurance as the Trustees may determine.

Notwithstanding the provisions of Clause (4) of Section 3 A. of the immediately preceding sentence, the fidelity bonds set forth in said Clause (4) shall be required only if required under the provisions of subsection (e) of Section III of this Trust, and not otherwise. All such policies shall provide that adjustment of loss shall be made by the Trustees and that the net proceeds thereof shall be payable to the Trustees as Trustee for each Unit Owner and the holder of each unit's mortgage. Each Unit Owner, by accepting delivery of his or her unit deed, appoints the Trustees as Insurance Trustees (or any Insurance Trustee or Substitute Insurance Trustee designated by the Trustees) as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish such purpose. The Trustees shall periodically reevaluate the amount of public liability insurance to be carried by them as set forth in clause (3) of this Section 3 to the end that the limits of such insurance shall not be less than the amounts specified in said clause (3), or not less than limits of such liability insurance as are carried by other Condominium Unit Owners' Associations in comparable condominiums in Raynham, Massachusetts, whichever is higher.

B. All such policies of physical damage insurance shall, insofar as practicable, contain waivers of subrogation as to any claim against the Trustees, their agents and employees, Unit Owners, their respective employees, agents and guests, and of any defense based on invalidity arising from the acts of the insured and shall provide that the insurance will not be prejudiced by any acts or omissions of individual Unit Owners that are not under the control of the Unit Owner's association, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all Unit Owners and mortgagees of units. Recovery thereunder shall not be affected on account of the availability of proceeds under any policies obtained by individual Unit Owners covering their own units and shall include a Special Condominium Endorsement (so-called) or its equivalent. Agreed Amount, Inflation Guard and Construction Code endorsements shall be required if available. A certificate of insurance, showing the amount of insurance, shall be issued to the owners of each unit, and the original or a certificate thereof shall, upon request, be delivered to the mortgagee of each unit. The Trustees shall periodically obtain an independent appraisal of the full replacement value of all portions of the building, including all of the units and all of the common areas and facilities, and additions, alterations and improvements, without deduction for depreciation, for the purposes of determining the amount of fire and extended coverage insurance to be effected pursuant to this Section, and the amount of such insurance shall in no event be less than the full replacement value so as determined.

C. Subject to the provisions of Section 4 of these By-Laws, insurance proceeds received by the Trustees shall be held in trust in an identified and segregated fund for the benefit of the Unit Owners and all mortgagees of all units. If the cost of restoring the common areas and facilities, or any unit, is estimated by the Trustees to exceed the sum of one thousand dollars ($1,000.00), then the Trustees shall give written notice of such loss to all eligible Mortgage Holders and all eligible Insurers and Guarantors, as defined in the Master Deed.

D. The cost of all such insurance obtained and maintained by the Trustees pursuant to the provisions of this Section 3 shall be a Common Expense of the Condominium.

E. Any such insurance obtained and maintained by the Trustees pursuant to the provisions of this Section 3 may have a deductible amount to be determined from time to time by the Trustees (but in no event shall such deductible amount be greater than the lesser of ten thousand dollars ($10,000.00) or one percent (1%) of the policy face amount), who shall simultaneously specify, in writing with notice to all Unit Owners, how and by whom the amount of the deductible shall be paid in the event of a loss.

F. All insurance obtained and maintained by the Trustees shall conform to applicable requirements of the Federal Home Loan Mortgage Corporation ("FHLMC") and the Federal National Mortgage Association ("FNMA"), so long as FHLMC or FNMA hold one or more mortgages on units in the Condominium or any interest therein.

G. Each Unit Owner may carry insurance at his or her own expense for his or her own benefit insuring, inter alia, his or her carpeting, drapes, fixtures, furniture, furnishings and other personal property. He or she may also carry insurance for personal liability and loss assessment coverage, provided that all such policies shall contain waivers of subrogation, and further provided that the liability of the carriers issuing insurance obtained by the Trustees shall not be affected or diminished by reason of any such additional insurance carried by a Unit Owner. Each Unit Owner shall promptly notify the Trustees of all improvements made by him or her to his or her unit the insurable replacement cost of which exceeds one thousand dollars ($1,000.00), and such Unit Owner shall pay to the Trustees as an addition to his or her share of the Common Expenses of the Condominium otherwise payable by such owner any increase in insurance premium incurred by this Trust that results from such improvement. No Unit Owner shall be entitled to receive insurance proceeds for the repair, restoration or rebuilding of any such improvements not so reported to the Trustees, unless otherwise consented to by unanimous vote of the Trustees. The provisions of this subsection G shall not apply to units owned by the Declarant prior to the initial sale thereof.

H. Nothing shall be done or kept in any unit or in the common areas and facilities that will increase the rate of insurance on the buildings or the contents thereof without the prior written consent of the Trustees, unless the Unit Owner responsible for such increase shall agree to pay the amount of such increase.

4. Rebuilding and Restoration

A. In the event of damage to or destruction of the common areas and facilities as a result of fire or other casualty (unless Subsection F of this Section 4 is applicable), or, in the event of damage to or destruction of any unit as a result of fire or other casualty, whether or not the common areas and facilities have been damaged or destroyed (unless Subsection F of this Section 4 is applicable), the Trustees shall promptly adjust the loss, arrange for the prompt repair or restoration of the same, and disburse the proceeds of all insurance policies in payment of all costs and expenses actually incurred in connection with such repair or restoration in appropriate progress payments and with appropriate retainage. All insurance proceeds paid to the Trustees as Insurance Trustees on account of any casualty shall be dedicated first to the repair or restoration of the loss, and any application of said proceeds by the Trustees on account thereof shall be prior to the application of such proceeds for any other purposes.

B. In the event that the insurance proceeds are not sufficient to cover the cost of repairs to the common areas and facilities and the units, the proceeds will be first allocated to the cost of repairs to the common areas and facilities. The balance, if any, will go to the cost of repairs to the units in proportion to the cost of all repairs to the respective units as determined by the insurer or by independent appraisal. To the extent that the proceeds allocated as aforesaid are insufficient to cover the cost of repairs to the common areas and facilities, the balance of the cost of such repairs will be assessed against all Unit Owners as a Common Expense. To the extent that the proceeds allocated as aforesaid are insufficient to cover the cost of repairs to the units, the balance of the cost of such repairs to each unit will be assessed against all Unit Owners as a Common Expense.

C. Whenever the estimated cost of repair or restoration exceeds, as to any one casualty or occurrence, on the basis of an independent appraisal, the sum of twenty-five thousand dollars ($25,000.00), then the Trustees shall retain a registered architect or registered engineer, who shall not be, directly or indirectly, a Unit Owner or an employee or agent of any Unit Owner, or a Trustee or an employee or agent of any of the Trustees, or the manager, if any, or any employee or agent of such manager, to supervise the work of repair or restoration. No sums shall be paid by the Trustees on account of such repair or restoration except upon certification to them by such architect or engineer that the work for which payment is being made has been completed in a good and workmanlike manner in accordance with approved plans and specifications and that the estimated total cost of completion of said repair or restoration, less amounts theretofore advanced, does not exceed the undisbursed proceeds of insurance as augmented by funds obtained by any assessment or assessments levied or chargeable to the Unit Owners as a Common Expense.

D. The Trustees may perform emergency work essential to the preservation and safety of the Condominium, including all parts of the building and the common areas and facilities and the units, or the safety of persons, or required to avoid the suspension of any essential service to the Condominium, including all parts of the building and the common areas and facilities and the units, without having first engaged an architect or engineer, adjusted the loss or obtained proceeds of insurance.

E. Subject always to the prior rights of the holders of mortgages on the Units, if there shall have been a repair or restoration pursuant to the foregoing, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be added to the Condominium's reserve fund or, at the option of the Trustees, divided among all the Unit Owners in proportion to their respective interests in the common areas and facilities.

F. Notwithstanding the foregoing, if as a result of fire or other casualty the loss exceeds ten percent (10%) of the value of the Condominium, including all parts of the building and the common areas and facilities and the units prior to the casualty, and

(i) seventy-five percent (75%) of the Unit Owners do not agree within one hundred and twenty (120) days after the date of the casualty to proceed with repair or restoration, then the Condominium, including all units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. Subject always to the prior rights of the Unit Mortgagees, the net proceeds of the partition sale, together with any common funds, shall be divided in proportion to the Unit Owners' respective undivided ownership in the common areas and facilities. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A; or

(ii) seventy-five percent (75%) of the Unit Owners agree to proceed with the necessary repair or restoration, the cost of rebuilding the Condominium, in excess of any available common funds, including the proceeds of any insurance, shall be a common expense, provided, however, that if such excess cost exceeds ten percent (10%) of the value of the Condominium, including all parts of the building and the common areas and facilities and the units, prior to the casualty, then any Unit Owner who did not so agree may apply to the Superior Court of Bristol County, on such notice to the Trustees and Unit Owners as the Court shall direct, for an order directing the purchase of his or her unit by the Trustees at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a Common Expense.

5. Condemnation

If more than ten percent (10%) in value of the Condominium is taken under the power of statutory eminent domain, then the taking shall be treated as a casualty loss, and the provisions of subsection F of Section 4 of these By-Laws and the provisions of Chapter 183A, Section 17 shall apply. Where one or more units have been substantially altered or rendered uninhabitable as a result of a partial taking, and the Unit Owners vote to restore and continue the Condominium pursuant to Section 17 of said Chapter 183A, the Trustees shall have the authority to acquire the remaining portions of such units for such price as the Trustees shall determine, provided that any Unit Owner of such remaining portion who does not agree with such determination may apply to the Superior Court of Bristol County, on such notice to the Trustees and the other Unit Owners as the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court. Where, as a result of a partial taking, any unit is decreased in size or where the number of units is decreased by a partial taking, then the Trustees may make such provision for realignment of the percentage interest in the common areas and facilities as shall be just and equitable.

In the event of a total or partial taking under the powers of eminent domain, the Unit Owners shall be represented by the Condominium acting through the Trustees. In the event of a partial taking, the award shall be allocated to the respective Unit Owners according to their undivided interest in the common areas and facilities, except as to such portion or portions of the award that are attributable to direct or consequential damages suffered by particular units as determined by the Court, which shall be payable to such Unit Owners or their mortgagees, as their interests may appear. Subject always to the prior rights of the Unit Mortgagees, in the case of a total taking of all units and the common areas and facilities, the entire award shall be payable to the Trustees to be distributed to the Unit Owners and their mortgagees in accordance with their respective percentage interests in the common areas and facilities.

6. Improvements

A. If fifty percent (50%) or more but less than seventy-five percent (75%) of the Unit Owners agree to make an improvement to the common areas and facilities, the cost of such improvement shall be borne solely by the Unit Owners so agreeing.

B. Seventy-five percent (75%) or more of the Unit Owners may agree to make an improvement to the common areas and facilities and assess the cost thereof to all Unit Owners as a Common Expense, but if such improvement shall cost in excess of ten percent (10%) of the then value of the Condominium, including the buildings, the common areas and facilities and the units, any Unit Owner not so agreeing may apply to the Superior Court of Bristol County, on such notice to the Trustees and Unit Owners as the Court shall direct, for an order directing the purchase of his or her unit by the Trustees at fair market value thereof as approved by the Court. The cost of any such purchase shall be a Common Expense.

7. Rules and Regulations

A. The Trustees have adopted the initial Rules and Regulations set forth on Exhibit B, which is annexed hereto and hereby incorporated herein by this reference and made a part hereof, governing the details of the operation and use of the common areas and facilities and containing such restrictions on, and requirements respecting the use and maintenance of, the common areas and facilities as are consistent with the provisions of the Master Deed and designed to prevent unreasonable interference with the use by the Unit Owners of the common areas and facilities.

B. The Trustees shall administer such Rules and Regulations.

C. The Trustees may at any time and from time to time amend, rescind and waive any or all such Rules and Regulations.

D. The Trustees may at any time and from time to time adopt other Rules and Regulations governing the details of the operation and use of the common areas and facilities and containing such restrictions on, and requirements respecting the use and maintenance of, the common areas and facilities as are consistent with the provisions of the Master Deed and designed to prevent unreasonable interference with the use by the Unit Owners of the common areas and facilities.

E. Notwithstanding the foregoing provisions of this Section 7:

(i) The Trustees shall furnish copies of any new rule or regulation, or amendment of any existing rule or regulation, to the Unit Owners prior to the time when such new rule or regulation, or amendment, as the case may be, shall become effective; and

(ii) The Unit Owners, by vote of Unit Owners entitled to not less than sixty-seven percent (67%) of the beneficial interest, may at any time and from time to time rescind, amend or waive any rule or regulation promulgated by the Trustees (including but not limited to the initial Rules and Regulations referred to hereinabove); and

(iii) Any waiver, revision, amendment, adoption or enforcement of a rule or regulation whether by the Trustees or the Unit Owners as hereinbefore set forth, shall be uniformly binding upon all Unit Owners.

8. Meetings

A. The Board of Trustees shall meet annually on the date of the Annual Meeting of the Unit Owners. Other meetings may be called by any Trustee, and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting, shall be given at least five (5) days before such meeting to each member of the Board of Trustees. A majority of the Trustees shall constitute a quorum at all meetings. All meetings shall be conducted in accordance with such rules as the Board of Trustees may adopt.

B. There shall be an annual meeting of the Unit Owners on the first Wednesday of May in each year at 7:00 p.m. on the Condominium premises or at such other reasonable place and time (not more than twenty-one (21) days before or after said date) as may be designated by the Board of Trustees by written notice given to the Unit Owners at least fourteen (14) days prior to the date so designated. Special meetings of the Unit Owners may be called by the Trustees upon the written request of Unit Owners entitled to more than thirty-three percent (33%) of the beneficial interest. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Board of Trustees to the Unit Owners at least seven (7) days prior to the date so designated. At the annual meeting of the Unit Owners, the Board of Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Board of Trustees proposes to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is required by law or this Trust, the notice of such meeting shall state and reasonably specify such matter. A quorum of Unit Owners shall consist of a majority in interest of Unit Owners.

C. Any Trustee or Unit Owner may at any time waive notice of any meeting in writing, and such waiver shall be deemed equivalent to giving such notice. Attendance at any meeting by a Trustee or Unit Owner without objection to lack of notice shall constitute a waiver of notice by such Trustee or Unit Owner. If all of the Trustees are present at any meeting of the Trustees or if all of the Unit Owners are present at any meeting of the Unit Owners, respectively, no notice shall be required, and any business may be transacted at such meeting of the Trustees or Unit Owners, respectively.

9. Notices to Unit Owners

Every notice to any Unit Owner required under the provisions hereof, or that may be deemed by the Trustees necessary or desirable in connection with the execution of the Trust created hereby or that 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 or her at his or her residence in the Condominium or by mailing it, postage prepaid, addressed to such Unit Owner at his or her address as it appears upon the records of the Trustees, at least five (5) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given, unless a different period for the giving of such notice is specified in these By-Laws.

10. Inspection of Books; Reports to Unit Owners

The Trustees shall keep detailed records of their actions, minutes of their meetings, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium, including a chronological list of receipts and expenditures, as well as a separate account for each unit, which, among other things, shall contain the amount of each assessment of Common Expenses against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. Copies of the Master Deed, this Trust and these By-Laws, Rules and Regulations, and floor plans of the building, as the same may be amended from time to time, shall be maintained at the office of the Trustees. All of the foregoing records, accounts and documents shall be available for inspection by Unit Owners, their authorized agents, and lenders, mortgagees, holders, insurers and guarantors of any mortgage on any unit at all reasonable times. "Available" shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances. The Trustees shall, as soon as reasonably possible, after the close of each fiscal year, or more often, if convenient to them, submit to the Unit Owners a report of the operation 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. Except in the case of fraud, committed by any Trustee, any person (other than a mortgagee or mortgage insurer or guarantor) 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 (30) days of the date of receipt by him or her, shall be deemed to have assented thereto. The holders of fifty-one percent (51%) or more of first mortgages shall be entitled to have an audited statement prepared at their expense within a reasonable time if one is not otherwise available.

11. Checks and Notes

Checks, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any two (2) Trustees or by any person or persons (who may be one of the Trustees) to whom such power may, at any time or from time to time, be designated by not less than a majority of the Trustees. All vouchers for the payment of any Common Expense shall be approved by not less than two (2) Trustees in each instance.

12. Seal

The Trustees may, at any time or from time to time, at their discretion, adopt a seal circular in form bearing the name of this Trust and the year in which this instrument was recorded in the Registry of Deeds, or a common or wafer seal, which shall be valid for all purposes.

13. Fiscal Year

The fiscal year of the Trust shall be the calendar year or such other date as may from time to time be determined by the Trustees.

14. Management; Employees

A. The Trustees, at their discretion, may, but need not, appoint a real estate management firm or manager to manage the Condominium at such compensation and upon such terms and conditions as the Trustees see fit. If such management firm, or manager, is so appointed, the Trustees may delegate to such firm or manager such duties as are customarily and usually performed by Condominium property managers in the Greater Raynham area, or such duties as the Trustees may at any time and from time to time, expressly delegate, provided, however, that the duties and powers, and responsibilities of the Trustees under Sections 1(b), 1(d), 1(e), 1(f), 1(g), 1(h), 1(i), 1(k), 1(l), 1(m), 1(n), 1(o), 1(p), 2, 3, 4, 5, 6, 7, 8A, 12, 15, 16, 23, 29B, 30 and 34 of these By-Llaws shall not be so delegated to anyone whomsoever except the Trustees themselves or to such of the Trustees as the Trustees shall designate.

B. Notwithstanding anything to the contrary herein, any agreement for professional management of the Condominium shall provide that the management contract may be terminated without cause and without payment of a termination fee or penalty on ninety (90) days' written notice or less, and the term of any such contract shall not exceed three (3) years, except that the term of any such contract entered into at any time during the term of the Initial Board of Trustees shall not exceed six (6) months.

C. When professional management has been previously required by an eligible Mortgage Holder, any decision to establish self-management by the Trustees shall require the prior consent set forth in Section (n) of the Master Deed as incorporated by Section 33 hereof.

D. The consent of not less than two (2) Trustees shall be necessary for hiring and dismissing any Condominium employees.

15. Use of Units

A. No unit shall be occupied for nonresidential purposes by not more than one family unit nor more than two (2) unrelated persons per bedroom, and uses accessory thereto such as artist studio or in-home office, as are permitted from time to time by the City of Raynham Zoning By-Laws. So long as any unit mortgage or interest therein is held by the Federal National Mortgage Association ("FNMA"), no nonresidential space that is part of the Condominium may constitute, in FNMA's judgment, an inordinate amount of space devoted to nonresidential purposes.

B. If any unit or units are used for office and/or artist's studio purposes accessory to such residential use as set forth in Subsection A hereof, no signs or advertising shall be displayed on the exterior of the unit or units so used or in any part of the common areas or in or upon any part of the Condominium except for a nameplate on the mailbox, which shall be no larger than the nameplate slot on such mailbox. The visitation of business associates, clients and the general public with respect to such office use shall be substantially infrequent, and no person who is not a resident of any unit in the Condominium shall be employed therein in addition to the resident of the unit being used for accessory office use.

C. Notwithstanding the foregoing, until the Declarant, or their successors-in-title or their nominees have conveyed all of the units, the Declarant and their successors-in-title or nominees may use one or more units for a sales office or model and may maintain "For Sale" signs on and in the building.

D. Each Unit Owner shall be obligated to maintain his or her own unit in good order and repair.

16. Use of Common Areas and Facilities

A Unit Owner shall not place or cause to be placed in the common areas and facilities any furniture, packages or objects of any kind other than as otherwise provided herein.

17. Attorneys, Accountants, Appraisers

The Trustees may, but need not, engage the services of attorneys, accountants, appraisers, architects, engineers, and other professionals in connection with their duties as such Trustees, upon the payment of such fees and upon such other terms and conditions as the Trustees shall decide, and such fees and other expenses in connection with such employment shall be Common Expenses of the Condominium. In the absence of fraud, the Trustees shall be protected in reasonably relying upon the opinion of such attorneys, accountants, appraisers, architects, engineers, or other professionals engaged by the Trustees pursuant to their duties as such Trustees.

18. Electricity, Gas, and Other Utilities

Electricity and gas (if applicable) shall be supplied by the public utilities servicing the area in which the Condominium is located, directly to each unit through separate meters. Each Unit Owner shall be required to pay all bills and assessments for electricity, gas (if applicable), and other utilities, if any, consumed or used in his or her unit.

19. Violations by Unit Owners

The violation of any rule or regulation adopted by the Trustees, or the breach of any of these By-Laws, or the breach of any provisions of the Master Deed or of this Trust or for the offending Unit Owner's Unit Deed shall give the Trustees the right, in addition to any other rights set forth in these By-Laws, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, or both, the continuance of any such breach. In addition to the foregoing, and not in substitution therefor, the Trustees shall have the power to levy fines against Unit Owners for such violations. No fine may be levied for more than five dollars ($5.00) for any one violation, but each day a violation continues after notice 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 Expenses owed by the particular Unit Owner or Unit Owners. In the case of persistent violations by a Unit Owner, the Trustees shall have the power, after notice and a hearing pursuant to Section 34 hereof, to require such Unit Owners to post a bond to secure adherence to said Rules and Regulations, By-Laws, Master Deed, this Trust, or said Unit Deed.

20. Violation of Law

No noxious or unlawful 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, that may be or become unreasonably annoying to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by himself or herself, his or her family, guests, agents, servants, employees, licensees, or tenants, nor do or permit anything by such persons that will unreasonably interfere with the rights, comforts or conveniences of other Unit Owners or occupants. For purposes of this Section, any noise from within a unit that can be heard within another unit shall be deemed a disturbing noise.

21. Maintenance and Repairs

A. All maintenance and replacement of and repairs to any unit, ordinary or extraordinary other than to the common areas and facilities contained therein not necessitated by the negligence, misuse or neglect of such Unit Owner, and to the doors and windows, and to electrical, plumbing, and heating fixtures within the unit or servicing only that unit or belonging to the Unit Owner that are not a part of the common areas and facilities and the washing of exterior glass of his or her unit shall be done by the Unit Owner at the Unit Owner's expense, excepting as otherwise specifically provided herein. Each Unit Owner shall be responsible for all damage to any and all other units and to the common areas and facilities that his or her failure so to do may engender.

B. All maintenance, and replacements of and repairs to the common areas and facilities as defined in the Master Deed, and all maintenance, and replacement of and repairs to the exterior walls of the building and to structural parts of the building and the painting and decorating of the exterior doors of the building and exterior window sash, shall be made by the Trustees and shall be charged to each of the Unit Owners as a Common Expense, except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner.

C. Maintenance responsibilities are more fully set forth in the chart at Exhibit B to this Trust, which Exhibit B is hereby incorporated herein by this reference.

22. Right of Access—Pass Keys

A. Subject to the provisions of said Chapter 183A, Section 4, Clause (2), the Trustees in their capacities as such, and any manager engaged by them, and any persons authorized by the Trustees or such manager, shall have a right of access to all units in the Condominium, at any time in case of emergency, and at all other times during reasonable times by prior appointment with each Unit Owner, for the purpose of making inspections or repairs to either the unit to which such persons seek access, or to another unit, or to any part of the common areas and facilities.

The Trustees or their designated agent shall retain a pass key to each unit, and no Unit Owner shall alter, change or install any locks without first providing the Trustees or their designated agent with a pass key with respect to any such changed, altered or new lock.

23. Pets

Ordinary and usual domestic pets, but no exotic or farm animals such as snakes, monkeys or pigs and no pit bull dogs, may be kept by any Unit Owner. No such pets shall be permitted in any part of the Condominium (other than within the unit of the owner thereof) unless carried or on a leash. No pet may be kept unattended in any part of the Condominium including but not limited to the Yards and Decks even if tethered. After due notice and hearing, the Trustees may require any Unit Owner to dispose of any pet that has habitually been guilty of annoying or harassing any Unit Owner or occupant.

24. Structural Integrity

Nothing shall be done or maintained in any unit or in the common areas and facilities that will impair the structural integrity of any part of the building of the Condominium.

25. No Alterations

Neither the exterior of any unit including exterior doors nor the common areas and facilities shall be altered, constructed, removed, decorated or painted in any manner except with the written consent of the Trustees. Any Unit Owner is free to decorate the interior of his or her unit in any manner as he or she sees fit without requiring the consent of the Trustees so long as such decorations do not alter the structure of the unit or the building.

26. Signs

Except only as set forth in Subsection B of Section 15 ("Use of Units") of the By-Laws of this Trust, no business, professional, commercial or other signs, whether designed for profit, altruism or otherwise, shall be maintained or permitted on any part of the property, nor shall any "For Sale," "For Rent," or "For Lease" sign be permitted thereon except by the Declarant during such time as the Declarant owns one or more units in the Condominium and except for any Mortgagee who may become the owner or Mortgagee in possession of any unit, but in no event shall any such sign be larger than two (2) square feet.

27. Combustible Materials

No Unit Owner shall permit or suffer to be kept at any time any flammable, combustible or explosive fluid or substance on the property of the Condominium or in his or her unit except for such lighting and cleaning fluids as are customary for residential use.

28. Safety

Each Unit Owner assumes complete responsibility for the safety of himself or herself, his or her family, guests, agents, servants, employees, licensees and tenants while such persons are in his or her unit, or any other unit or in the common areas and facilities of the Condominium or in the unit's Townhouse Garage.

29. Sale of Units

A. *No Severance of Ownership*

No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his or her unit without including therein the Appurtenant Interests (as hereinafter defined), it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the unit to which such interests are appurtenant, or as part of a sale, transfer, or other disposition of such part of the Appurtenant Interest of all units. As used herein, "Appurtenant Interests" shall include the undivided interest of a Unit Owner in the common areas and facilities and the interest of such Unit Owner in any other assets of this Trust.

B. ***Financing of Purchase of Units by Trustees***

With the prior written approval of at least seventy-five percent (75%) of the beneficial interests hereunder (the vote of the Unit Owner of the unit that is the subject of such vote shall not be counted), the Trustees may acquire or lease units of the Condominium. Acquisition or lease of units by the Trustees may be made from any funds in the hands of the Trustees or, if such funds are insufficient, the Trustees may levy an assessment against each Unit Owner in proportion to his or her beneficial interest as a Common Expense; or the Trustees, in their discretion, may borrow money to finance the acquisition of such units, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the specific unit or units with Appurtenant Interests so to be acquired by the Trustees. Nothing in this Subsection B of this Section 29 shall be construed as compelling any Unit Owner to sell his or her unit. Nothing in this Subsection B of this Section 29 shall have any effect, nor limit in any manner the rights and remedies of the Trustees under the provisions of Section 6 of Chapter 183A or under the provisions of Subsections A and B of Section 2 hereof.

C. ***Waiver of Right of Partition***

In the event that a unit shall be acquired by the Trustees, all Unit Owners shall be deemed to have waived all rights of partition with respect to such unit or units as are acquired by the Trustees.

D. ***Payment of Assessments***

No Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease his or her unit unless and until he or she shall have paid in full to the Trustees all unpaid Common Expenses, theretofore assessed by the Trustees against his or her unit and until he or she shall have satisfied all unpaid liens against such unit. This paragraph shall not apply to any first mortgagee of any unit.

30. Tenants

Any Unit Owner may lease or rent his or her unit, subject, however, to the following conditions:

A. Any lease or occupancy agreement shall:

(i) be in writing and apply to the entire unit and not merely a portion thereof;

(ii) be for a term of at least two (2) months;

(iii) expressly provide that the lease or occupancy agreement shall be subject in every respect to the Master Deed of the

Condominium, the Declaration of Trust of the Condominium Trust, and the By-Laws and Rules and Regulations thereof, as the same have been amended most recently prior to the execution of the lease or occupancy agreement;

(iv) contain the following notice, in capital letters, double spaced:

IMPORTANT CLAUSE: "THE CONDOMINIUM UNIT BEING LEASED [RENTED] UNDER THIS LEASE [OCCUPANCY AGREEMENT] IS LOCATED IN A TOWNHOUSE CONDOMINIUM BUILDING—NOT A RENTAL BUILDING. THE CONDOMINIUM BUILDING IS OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH TOWNHOUSE CONDOMINIUM UNIT (EXCEPT FOR CERTAIN UNITS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS). THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE BUILDING ARE (EXCEPT AS AFORESAID) THE OWNERS OF THE HOMES THEY OCCUPY AND NOT TENANTS LIVING IN A RENTAL APARTMENT HOUSE. THE TENANT, BY SIGNING THIS LEASE [OCCUPANCY AGREEMENT] ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUM, THE DECLARATION OF TRUST OF THE CONDOMINIUM TRUST AND THE BY-LAWS AND RULES AND REGULATIONS THERETO AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME AND THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME. THE TENANT UNDERSTANDS THAT IN THE EVENT OF ANY NONCOMPLIANCE, THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE CONDOMINIUM TRUST (WHO ARE ELECTED BY THE UNIT OWNERS); IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES AND OTHER CHARGES; AND THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE [OCCUPANCY AGREEMENT];" and

(v) Any failure by the tenant to comply in all respects with the provisions of the Master Deed of the Condominium, the Declaration of Trust of the Finch Farms Condominium Trust and the By-Laws and Rules and Regulations thereto shall constitute a material default in the lease (occupancy agreement). In the event of such default, the Trustees of the Condominium Trust shall have the following rights and remedies against both the Unit Owner and the tenant, in addition to all other rights and remedies that the Trustees and the Unit Owners (other than the owner of the affected unit) have or may in the future have, against both the owner of the affected unit and the tenant. All rights and remedies of the Trustees and the Unit Owners (other than the owner of the affected unit) are deemed at all times to be cumulative and not exclusive as follows:

(a) The Trustees shall have the right to give written notice of the default to both the tenant and the Unit Owner. Said notice shall be deemed properly given if left in any part of the unit addressed to the tenant, and mailed, postage prepaid, registered or certified mail, return receipt requested, addressed to the owner of the unit as such address then appears on the records of Trustees or by delivering said notice in hand or by delivering said notice in any other manner permitted by law.

(b) If the default continues for five (5) days after giving said notice, then the Trustees shall have the right to levy fines against the owner of the affected unit in accordance with the provisions of Section 20 of the Bylaws and terminate the tenancy by giving notice in writing to quit to the tenant in any manner permitted by law, in the name of the landlord (Unit Owner) or in the name of the Trustees, or both. In case of a tenancy at will, the time of such notice shall be sufficient if it equals the interval between the days of rent payment or thirty (30) days, whichever is longer. In case of a lease, seven (7) days' notice shall be sufficient. In either event, a copy of such notice to quit shall be delivered or mailed to the landlord (Unit Owner) in the manner set forth hereinabove. Thereafter, the Trustees may initiate and prosecute a summary process action against the tenant under the provisions of Chapter 239 in the name of the landlord or in the name of the Trustees, or both.

(c) The Trustees shall be entitled to levy a fine or fines, or give a notice or notices to quit followed by a summary process action or actions. The Trustees may elect to pursue any of the foregoing remedies, either at the same time, or in the event of any further default.

(d) All of the expenses of the Trustees in giving notice and notices to quit and maintaining and pursuing summary process actions and any appeals therefrom shall be entirely at the expense of the owner of the affected unit. Such costs and expenses may be enforced and collected against the Unit Owner and unit as if the same were Common Expenses owed by the unit or Unit Owner.

B. Obligations of Unit Owner:

(i) The Unit Owner shall make reasonable efforts, at his or her expense and upon his or her initiative to inform rental agents of the provision of this section and shall, at his or her own expense, and upon his or her own initiative, furnish copies of the Condominium documents to the tenant and cause the lease or occupancy agreement to be prepared in conformity with the provisions of this Section.

(ii) Any renewal or extension of any lease or occupancy agreement shall be subject to the prior written approval of the Trustees in each instance. Such approval shall not limit any rights or remedies of the Trustees or Unit Owners in the event of a subsequent default.

(iii) A true copy of the lease or occupancy agreement shall be delivered to the Trustees forthwith upon its execution.

(iv) The provisions of this Section shall take precedence over any other Section in the lease or occupancy agreement.

(v) Notwithstanding anything to the contrary herein and notwithstanding any custom, law, or usage to the contrary, it is expressly understood and agreed that neither the Trustees nor the Unit Owners shall ever bear any personal or individual responsibility with respect to said lease or occupancy agreement.

(vi) Every lease or occupancy agreement shall have, attached thereto, and incorporated therein by reference, a copy of this Section.

Notwithstanding anything to the contrary in this Section, it is expressly understood and agreed that the provisions of this Section 30 shall not apply to the Declarant nor to any first mortgagee in possession of a unit following default by the Unit Owner in his or her mortgage or holding title to a unit by virtue of a mortgage foreclosure proceeding or deed or other agreement in lieu of foreclosure.

31. Nondiscrimination

Notwithstanding anything to the contrary herein, no part of this Trust or these By-Laws or the Rules and Regulations now or hereafter adopted or promulgated (including but not limited to the provisions of Section 30) shall ever be deemed to prevent, restrict, discourage, or hinder, in fact, in any manner whatsoever, the alienation, conveyance, mortgage, purchase, sale, rental, lease, license, use, or occupancy of units or any negotiations in connection therewith because of race, religion, creed, color, national origin, sex, sexual preference, age, ancestry, marital status, blindness, status as a veteran or member of the armed services, membership in any ethnic group, or by reason of the fact that children will occupy such unit or, in addition to the foregoing, by any reason whatsoever prohibited by any federal, state, county or municipal law.

32. Percentage of Unit Owners

Whenever the term "**Percentage of Unit Owners**" or "**Percentage of Units**" or "**percentage of beneficial interest**" is used in this instrument, it shall mean the owners of the specified percentage in the aggregate in interest of the undivided ownership in the common areas and facilities of the Condominium.

33. Protection of Mortgagees; Federal Home Loan Mortgage Corporation; Federal National Mortgage Association

Reference is hereby made to Section (n) of the Master Deed Trust that is hereby incorporated herein by this reference and made a part hereof in its entirety.

34. Right to Notice and Hearing

A. Whenever these By-Laws require that an action be taken after "Notice and Hearing," the following procedure shall be observed: All hearings shall be conducted by at least a majority of the Trustees:

(i) The Trustees shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing.

(ii) At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing, or both, subject to reasonable rules of procedure established by the Trustees to ensure prompt and orderly resolution of the issues. The affected person shall have the right to question the Trustees and any witnesses with respect to the subject matter of the hearing. If the hearing involves an alleged breach by the affected person of any provision of the Master Deed, the Condominium Trust, or the By-Laws and Rules and Regulations thereto, or any unit deed, the affected person shall be informed with specificity of the exact nature of the violation and of the provision that he or she has allegedly violated, and the affected person shall have the right to question any witness to such alleged violation. The Trustees need not comply with the strict legal rules of evidence observed by courts, but they shall consider only such evidence as reasonable people customarily consider in making important decisions.

(iii) Nothing herein shall be deemed to limit the right of the Trustees, the affected person, or any affected Unit Owners or occupants to bring legal action with respect to the subject matter of any hearing or any decision of the Trustees.

B. When the subject matter of the hearing is Section III(d)(ii) of the Declaration of Trust (removal of Trustee), the reference to Trustees as the persons conducting the hearing shall be deemed to mean Unit Owners entitled to at least fifty-one percent (51%) of the beneficial interest under this Trust.

35. Draperies; Window Treatments

All draperies, window coverings, and window treatments of every description, including but not limited to "Levelor" blinds, blinds of other descriptions and curtains, in each unit shall be lined with a white or off-white material, or shall be white or off-white on the side visible from the exterior, so that when closed or drawn the appearance of the window from the exterior of the building shall be white or off-white.

36. Garages, Driveway Parking Spaces, and Parking Area Spaces

A. As set forth in Section (d) of the Master Deed, each unit contains a garage, called the "**Townhouse Garage**". Each Unit Owner shall be responsible for all maintenance, repair and replacement of the nonstructural portions of the Townhouse Garage. Structural portions of Townhouse Garages shall be maintained, repaired and replaced by the Trustees of the Condominium Trust regardless of whether or not structural portions of Townhouse Garages are included in the unit. Unit Owners shall maintain the interior of such Townhouse Garage in a clean and orderly manner.

Townhouse Garages may be occupied by private noncommercial passenger vehicles only (as that term is defined hereinafter in this Section 36) and may also be used for storage of furniture, ordinary household items, toys, bicycles, boats and canoes, and boat and canoe trailers, but only if all of the foregoing items are at all times kept within the confines of the Townhouse Garage in which the same are stored. Townhouse Garages shall not be used for human habitation, nor shall Townhouse Garages be converted into living, office, artist's studio, or other accessory uses. In any event, the exterior doors to Townhouse Garages shall be kept closed at all times except when vehicles or persons are in actual transit to or from the Townhouse Garage. No Unit Owners shall paint, embellish, decorate, or affix any sign or other item to the exterior of any Townhouse Garage door. The term "private noncommercial passenger vehicles" as used in this Section shall include registered automobiles, recreational vehicles, and, to the extent customarily used primarily for the transportation of passengers rather than cargo, small pickup-type trucks, and shall specifically not include any boats or mobile homes or trailers. The fact that a vehicle described in the immediately preceding sentence bears "commercial" license plates shall, in and of itself, not render such vehicle a commercial vehicle.

B. Pursuant to the Master Deed, each Unit Owner shall have the exclusive right and easement appurtentant to that Unit to use the parking space in the driveway leading into the garage of said Unit ("**Driveway Parking Space**"). Driveway Parking Spaces may be occupied by private noncommercial passenger vehicles (as defined above) only, and not by any boats, canoes, trailers of any kind, mobile homes, any unregistered vehicle, or any other vehicle, furniture, item, or structure.

C. Parking spaces located in surface parking areas designated as those to be used by the Unit owners of a certain Building will not be assigned to a particular unit of the Building and are non-exclusive common areas and facilities of the Condominium ("**Parking Areas Spaces**"). Parking Area Spaces shall be available for occasional use by all occupants of units and their guests for parking of private, noncommercial passenger vehicles (as defined above), subject to and in accordance with the Rules and Regulations adopted by the Trustees.

D. Plowing/Shoveling of Snow; Mowing of Grass: The Trust shall be responsible for the plowing and shoveling of all access roads, Parking Area Spaces, Driveway Parking Spaces and walkways and the mowing of all grass in the Yards and other common areas.

Exhibit B

Exhibit B is hereby incorporated into and made a part of the By-Laws of the FINCH FARM CONDOMINIUMS TRUST.

CHART OF MAINTENANCE RESPONSIBILITIES OF FINCH FARM CONDOMINIUMS

I *Items*	II Common Areas and Facilities Under Condominium Trust Responsibility	III Limited Common Areas and Facilities	IV Unit Components Under Condominium Trust Responsibility	V Certain Other Components Under Unit Owner's Responsibility Without Respect to Ownership of Same
Plumbing & related septic systems & components thereof	All maintenance, repair & replacement of the septic systems which service more than one unit. Water damage to common areas and facilities or units other than the one that is the primary source of the problems, through negligence of the occupants of such unit. Plumbing stoppages occurring on the unit side of the waste stack shall be cleared by the Condominium Trust at the Unit Owner's expense.	If any, same as in Column II.	Only to the extent that a malfunction originates outside the unit in which the malfunction occurs or may occur. Water damage: same as in Columns II and V.	All portions within a unit, including fixtures and appliances attached thereto. Water damage to a unit, when the primary source of such problem is through the negligence of the occupants of that unit.
Electrical and related systems for outside lights and poles & components thereof, excluding appliances, fixtures, exhaust fans, and lights serving only one unit	All in all, in regards as to maintenance, repair and replacement of light fixtures and poles on the exterior of the unit or outside the unit	If any, same as in column II.	———	All components on the unit side of the unit service panel (including the individual circuit breakers) in all regards, for items serving only one unit. Unit Owner responsible for replacement of all light bulbs in all outside lighting fixtures and poles.

I *Items*	II **Common Areas and Facilities Under Condominium Trust Responsibility**	III **Limited Common Areas and Facilities**	IV **Unit Components Under Condominium Trust Responsibility**	V **Certain Other Components Under Unit Owner's Responsibility Without Respect to Ownership of Same**
Heating and cooling systems and components thereof	———	———	———	HVAC Equipment as defined in Section (d) III of Master Deed. All, in all regards, at the Unit Owner's expense.
Townhouse Garage	All, in all regards structural portions.	———	All painting, maintenance and repair of garage door surfaces exposed to exterior, including door panel, trim, jam and sill, hardware set including lock and deadbolt assembly and hinges/closure	Keep clean and maintain non-structural portions.
Windows	All that do not serve a unit, in all regards.	Same as Column IV.	All, in all regards, as to repair other than glass replacement.	Routine cleaning of interior and exterior and glass replacement.
Doors; main entry to units	———	———	All painting, maintenance and repair of surfaces exposed to exterior, including door panel, trim, jam and sill, hardware set including lock and deadbolt assembly and hinges/closures	All painting, maintenance and repair of interior trim and painting of interior door panel.
Front and back Decks and driveways	———	In all regards, except routine cleaning.	———	Routine cleaning.

I *Items*	II Common Areas and Facilities Under Condominium Trust Responsibility	III Limited Common Areas and Facilities	IV Unit Components Under Condominium Trust Responsibility	V Certain Other Components Under Unit Owner's Responsibility Without Respect to Ownership of Same
Chimneys and flues	All that is not located within a unit, except as set forth in Column IV.	——	All maintenance, repair and replacement of chimneys and flues, at the expense of the Unit Owner whose unit is served by the chimney and flue that is the subject of such repair or re-placement, except for cleaning and maintenance of exterior surface of chimney within unit.	Routine cleaning and maintenance of exterior of chimney within unit.
Plowing/shoveling walks, driveways, parking areas; mowing grass	All, in all regards	——	same as Column II	Responsible for keeping area clear for plowing, shoveling or mowing as determined by Trustees

This chart and the titles and headings used herein are not intended to describe or encompass all maintenance functions nor to delineate all respective responsibilities between the Unit Owners, severally, and the Condominium Trust. Placement of responsibility under any specific column does not always accurately reflect the precise character and nature of ownership. In many cases, maintenance responsibility is allocated to the Condominium Trust to ensure central maintenance responsibility, uniformity and quality of repair, and to protect community health and safety. Where such maintenance is required due to the negligent or wrongful act or omission of a Unit Owner (or his or her family, tenants, employees, agents, visitors, guests or pets), the Condominium Trust will perform the necessary maintenance at the sole expense of the Unit Owner.

Column I: Items. Items appearing in this column are illustrative and not exhaustive.

Column II: Common Areas and Facilities Under Condominium Trust Responsibility. Responsibility for determining and providing for the maintenance, repair and replacement requirements of the common areas and facilities, and for determining the costs thereof, shall be primarily the responsibility of the Trustees and such designees to which they may delegate certain such responsibilities.

Column III: Limited Common Areas and Facilities. Responsibility for determining the maintenance, repair and replacement requirements of the limited common areas and facilities shall be shared between the Trustees and the Unit Owner of a unit to which a specific limited common element is exclusively appurtenant, provided, however, that the Trust shall have the final responsibility for determining the need for and accomplishing such maintenance, repair and replacement activities.

Column IV: Unit Components Under Condominium Trust Responsibility. The items in this column are legally and by definition a part of a unit but are attached or directly connected to or associated with the common areas and facilities and Common Expense items in such a way that a clear distinction between Unit Owner and Condominium Trust responsibility cannot be made. Moreover, such items frequently involve matters concerning the general health, safety and welfare of all of the occupants of the buildings. Thus, costs that appear to benefit a single Unit Owner but that affect other Unit Owners are declared a Common Expense, especially when the correct functioning of an activity or element is integral to or supportive of the legally defined common areas and facilities and Common Expenses.

Column V: Certain Other Components Under Unit Owner's Responsibility Without Respect to Ownership of the Component. The items in this column are not intended to be exclusive and all-encompassing and do not affect responsibilities expressly provided for otherwise.

Exhibit C

Exhibit C is hereby incorporated into and made a part of the By-Laws of the FINCH FARM CONDOMINIUMS TRUST.

RULES AND REGULATIONS OF FINCH FARM CONDOMINIUMS TRUST

No Obstruction of Common Areas and Facilities
No one shall unreasonably obstruct any part of the common areas without prior consent of the Trustees.

No Articles in Common Area: No clothes, sheets, blankets, laundry or other articles shall be hung out of a unit or exposed on any part of the common areas and facilities including but not limited to the areas designated as "Yards" as defined in the Master Deed

Toys, Baby Carriages, Non-registered Vehicles, Etc.: No baby carriages, toys, playpens, bicycles, benches, chairs, out-door furniture or other articles shall be placed on any part of the common areas and facilities and in particular in or on the Yards and Driveway Parking Spaces except when such articles are in actual use by a Unit Owner or his or her family or guests. No unregistered vehicles; pet houses, pens or runs; ornamental items (e.g. statutes, birdbaths); sheds; or any other article, item or structure shall be placed on any part of the common areas and facilities and in particular in the Yards and Driveway Parking Spaces.

Washing Automobiles: No washing of automobiles shall take place in the Townhouse Garage or in the Parking Area Spaces or on any part of the Condominium property except that automobiles may be washed in the Driveway Parking Spaces only in the section of the driveway closest to the access road.

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

Radios, Phonographs and Musical Instruments: The volume of television sets, radios, phonographs, high-fidelity sound reproduction devices, musical instruments, etc., shall not be operated in any manner that would result in sounds emanating therefrom being heard in any other unit, or outside of the unit from which the sounds are emanating.

No Offensive Activity: No noxious or offensive activity shall be carried on in the common areas and facilities, nor shall anything be done therein either willfully or negligently that may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall do or permit anything to be done by his or her family, servants, employees, agents, or visitors that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No public hall shall be decorated or furnished by any Unit Owner in any manner.

***Trash*:** All garbage and trash must be placed in the proper receptacles designed for refuse collection, and no garbage or trash shall be placed elsewhere upon any of the common areas and facilities. Only typical household trash may be placed in the proper receptacles. All large items to be disposed of by private means at the Unit Owner's cost.

Exterior Apparatus: Under no circumstances shall any window air-conditioning apparatus, television or radio antennas, satellite dishes/disks, clothes line, clothes rack or any other such device or other item be installed on the exterior of any unit, or in the common areas and facilities including but not limited to the Yards, or be permitted to be hung out of a unit.

Front and Back Decks: No front or back Deck shall be enclosed or covered. Only such items as provided in the Master Deed and/or the Condominium Trust and the By-Laws may be kept on the front and back Decks. No pets may be kept unattended or penned in on the front and/or back Decks.

Parking: No parking shall be permitted on any of the access Condominium roadways. At any one time, each Unit Owner and his/her guests may park allowed vehicles in the Townhouse Garage, the Driveway Parking Space and in up to one (1) Parking Area Spaces in the lot designated for the building in which the Unit is located.

Unit Owners shall move their vehicles as directed by the Trustees or the company retained by the Trustees for snow plowing, maintenance or repairs so as to provide for the efficient plowing/shoveling of snow and the making of repairs to the surface parking areas. The Trustees shall have the right to promulgate, at any time and from time to time, rules and regulations regarding motor vehicles on all portions of the Condominium property, and violations thereof shall be subject to such fines and towing procedures as the Trustees shall from time to time determine.

Damage: Any damage to any building, equipment or common areas and facilities caused by a Unit Owner, or by such Unit Owner's family, visitor or pet, shall be repaired at the expense of the Unit Owner.

Plants/Gardens: Planting plants, flowers, trees, shrubs of any type is prohibited anywhere on the common areas and facilities except with the express prior written consent of the Trustees. Notwithstanding the foregoing, Unit Owners may plant flowers or vegetable gardens in a 4 foot by 8 foot area of the Yard directly behind the Deck.

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