

COACHLIGHT
CONDOMINIUMS

Property Managers Copy

MASTER DEED
OF
COACHLITE CONDOMINIUM

We Robert A. Marks and Leonard J. Aronson, Trustees of Amarks Trust under declaration of trust dated July 30, 1986 and recorded with the Berkshire County Registry of Deeds in Book _____, Page _____, (hereinafter referred to as "Declarant"), said Trust being the sole owner of certain premises in Northampton, Hampshire County, Massachusetts described in Exhibit A hereto (the "premises"), by duly executing and recording this Master Deed do hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and propose to create and do hereby create a condominium (the "Condominium") to be governed by and subject to the provisions of said Chapter 183A, as amended, and to that end I hereby declare and provide as follows:

1. Name

The name of the Condominium shall be: Coachlite Condominium.

2. Description of the Land

The land on which the buildings and improvements are located is more particularly described in Exhibit A attached hereto and made a part hereof, which land and buildings are subject to and have the benefit of, as the case may be, the easements, encumbrances, restrictions and appurtenant rights set forth and contained in said Exhibit A.

3. Description of Buildings

The description of the building comprising the Condominium, stating the number of stories, the number of Units and the principal materials of which it is constructed is set forth and described in Exhibit B attached hereto and made a part hereof.

4. Description of Units and Unit Boundaries

The Condominium Units and the designations, locations, approximate areas, number of rooms, immediately accessible common areas and other descriptive specifications thereof are as set forth in Exhibit C attached hereto and made a part hereof, and as shown on the Plans.

5. Common Areas and Facilities

The common areas and facilities of the Condominium (hereinafter sometimes called "Common Elements") comprise and will consist of:

(a) The land, together with and subject to all easements, encumbrances, restrictions and appurtenances described in Exhibit A;

(b) The yards, lawns, pool, access ways, walkways, sidewalks, driveways, parking lot, and the improvements thereon and thereof, including without limiting the generality of the foregoing, walls, steps, sillcocks, lighting fixtures and plants, but excluding the first-floor parking garage, which is a Unit in the Condominium; provided, however, that certain units shall have as appurtenant to thereto an easement for the exclusive use of the parking space(s) shown on the site plan as designated in the first deed of the Unit by the Declarant or thereafter acquired by a Unit Owner;

(c) All areas of the building comprising the Condominium and all facilities, installations and improvements therein which are not within the boundaries of the Units as defined in this Master Deed, including, without limiting the generality of the foregoing:

- (1) The foundation, structural elements, columns, beams, studs, joists, supports, exterior walls and roof of the building, fire walls, walls between the common areas and the Units;
- (2) The building entrances, entrance halls, stair halls, stairways, heating plant room, electrical equipment room, parking garages, laundry and storage area, and all improvements thereto, equipment and fixtures therein, and the other features and facilities thereof;
- (3) All conduits, ducts, pipes, plumbing, wiring, electric meters and other facilities for the furnishing of utility services which are contained in portions of the building contributing to the structure or support thereof, provided, nevertheless, that all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained shall be included as common facilities;
- (4) Installations of central services, including all equipment attendant thereto, excluding equipment contained within and servicing a single unit, and further excluding each unit's condensers, which are all located on the roof of the Building; and

- (5) All other apparatus and installations existing in the Building for common use or necessary or convenient to the existence, maintenance, or safety of the Building;

(d) All other items listed as such in Massachusetts General Laws, Chapter 183A and located on the land.

6. Determination of Percentage Interest in Common Elements

The owners of each Unit shall be entitled to an undivided interest in the Common Elements in the percentages set forth in Exhibit C attached hereto for each Unit. The percentages of interest of the respective Units in the Common Elements have been determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all the Units on this date. Said common areas and facilities, including those common areas to which certain units have as appurtenant to them exclusive rights and easements of use, shall be subject to the provisions of the Coachlite Condominium Trust and the By-Laws set forth therein, hereinafter referred to.

6A. Parking

All exclusive rights and easements of use with respect to parking spaces shall be conveyed only with the units to which said rights are appurtenant and shall not be severable from such units; provided, however, that notwithstanding the foregoing, a Unit Owner may convey his exclusive rights and easement of use with respect to parking space(s) obtained by him to another Unit Owner, the affect of which shall be that at all times the exclusive right and easement of use with respect to all parking spaces shall be held by Unit Owners.

7. Floor Plans and Site Plan

The verified floor plans of the building showing the layout, location, Unit numbers and dimensions of the Units and such other matters as are required by law, are attached hereto. Also recorded herewith is a site plan by Harole Eaton, entitled "Site Plan Coachlite Condominium" showing the location of the building on the lot. The location and designation of the parking spaces are shown on the floor plans.

8. Use of Building and Units

The purposes for which the building and the Units are intended to be used are as follows:

- (a) The Building and each of the residential Units are intended only for residential purposes. No use may be made of

any unit except as a residence for the Owner thereof or his permitted lessees and the members of their immediate families;

(b) Notwithstanding the provisions of Sections 8 and 9 of this Master Deed, the Declarants hereof may, until all of the Units have been sold by the Declarants, let or lease Units which have not been sold by the Declarants and use any Unit owned by the Declarants as models for display for the purpose of selling or leasing Units, or other lawful purposes.

9. Restrictions on Use of Units

The restrictions on the use of the residential Units are as follows:

(a) No Unit shall be used or maintained in a manner contrary to or inconsistent with the comfort and convenience of the occupants of the Units, the provisions of the Coachlite Condominium Trust, the By-Laws set forth therein and the rules and regulations promulgated pursuant thereto;

(b) The owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to provisions of Sections 8 and 9 hereof, and may modify, remove and install non-bearing walls lying wholly within such Unit, provided, however, that any and all work with respect to the removal and installation of interior non-bearing walls or other improvements shall be done in a good and workmanlike manner, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees of the Coachlite Condominium Trust, hereinafter referred to, which approval shall not be unreasonably withheld or delayed;

(c) In order to preserve the architectural integrity of the building and the Units, without modifications, and without limiting the generality thereof, no balcony, awning, screen, antenna, banner, or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any residential Unit or any part thereof, no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior Unit door, or door frames shall be made and no painting or other decoration shall be done on any exterior part or surface of any residential Unit nor on the interior surface of any window by any residential Unit Owner;

(d) The limitations on use and restrictions set forth in Sections 8 and 9 hereof shall be for the benefit of the owners

of the Units and the Trustees of the Coachlite Condominium Trust as the persons in charge of the Common Elements, shall be enforceable solely by said Trustees, and shall, insofar as permitted by law, be perpetual; and, to that end, such limitations on use and restrictions may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. Said restrictions may be waived in specific cases by such Trustees;

(e) All leases or rental agreements for the residential unit estates shall be in writing and specifically subject to the requirements of the Master Deed and Trust and By-Laws of the Condominium. No residential unit estate may be leased or rented for a period of less than thirty days;

10. Amendments

This Master Deed may be amended by an instrument in writing:

- (i) signed by the Unit Owners entitled to seventy-five (75%) percent or more of the undivided interest in the Common Elements;
- (ii) signed and acknowledged by a majority of the Trustees of the Coachlite Condominium Trust hereinafter referred to; and
- (iii) duly recorded with the Hampshire County Registry of Deeds;

PROVIDED, HOWEVER, that:

(a) the date on which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same shall have been so recorded within six (6) months after such date;

(b) no instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record thereon held by a bank or insurance company or of a purchase money mortgage shall be of any force or effect unless the same has been assented to by such holder;

(c) no instrument of amendment which alters the percentage of the undivided interest in and to the Common Elements to which any Unit is entitled shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument is recorded as an Amended Master Deed;

(d) no instrument of amendment which purports to increase or decrease or redefine the property defined herein as Common Elements shall be of any force or effect unless signed by the Unit Owners entitled to one hundred (100%) percent of the undivided interests in the Common Elements; and

(e) no instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A, as amended, of the General laws of Massachusetts shall be of any force or effect.

11. Managing Entity

The entity through which the Unit Owners will manage and regulate the Condominium established hereby is the Coachlite Condominium Trust, a Massachusetts Trust; a copy of the Declaration of Trust (including the By-Laws thereof) being recorded herewith. Such Declaration of Trust established a trust for the benefit of all Unit Owners in which each Unit Owner shall have a beneficial interest and membership in proportion to its percentage of undivided interest in the Common Elements to which such Owner is entitled hereunder. The names and mailing addresses of the original and present Trustees thereof are:

Rudolph Peselman;
Leonard J. Aronson; and
Robert A. Marks;

all of:

P.O. Box 240
Brookline, Massachusetts 02146.

The Trustees have enacted By-Laws pursuant to and in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts.

12. Units Subject to Master Deed, By-Laws, Unit Deed and Rules and Regulations

All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the By-Laws and the Rules and Regulations of the Coachlite Condominium Trust, as they may be amended from time to time (collectively called the "Documents" herein). The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of the Documents as they may be amended from time to time are accepted

and ratified by such owner, tenant, visitor, servant or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof, and (b) a violation of the provisions of the Documents by any such person shall be deemed a substantial violation of the duties of the respective Unit Owner.

13. Encroachments

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) settling of the Building, or (b) alteration or repair to the Common Elements made by or with the consent of the Trustees, or (c) as a result of repair or restoration of the Buildings or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for the continuance of such encroachment and for the maintenance of the same so long as the Building stands.

14. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines and other Common Elements Located Inside of Units

Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common elements located in any of the other Units serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units located in such Unit. The Trustees shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

15. Invalidity

The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included herein.

16. Waiver

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to

enforce the same, irrespective of the number of violations or breaches which may occur.

17. Captions

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

18. Conflicts

This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

19. Provisions for the Protection of Mortgagees

Notwithstanding anything in this Master Deed or in the Condominium Trust ("Condominium Trust") and By-Laws to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by the First Mortgagee:

- (a) In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
 - (i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
 - (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
 - (iii) sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii) above.
- (b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a first Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.
- (c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in

its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee.

- (d) A sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish any lien for assessments which become payable prior to such sale or transfer.
- (e) The Unit Owners and the Trustees shall not be entitled to take the following actions unless the first Mortgagees with respect to all of the Units have given their prior written consent thereto:
 - (i) by any act or omission, seek to abandon or terminate the Condominium, except in the event of substantial destruction of the Condominium by fire or other casualty or in the case of taking by condemnation or eminent domain; or
 - (ii) change the pro-rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining the pro-rata share of ownership of each Unit in the Common Areas and Facilities; or
 - (iii) partition or subdivide any Unit; or
 - (iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities, provided that the granting of easements for public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or
 - (v) use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities for other than repair, replacement or reconstruction thereof, except as otherwise provided in paragraph 5.6.1 of the Condominium Trust, which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A.
- (f) Consistent with the provisions of Chapter 183A, all taxes, assessments, and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual units and not to the Condominium as a whole.

- (g) In no event shall any provision of this Master Deed or the Condominium Trust give a Unit owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities.
- (h) A First Mortgagee, upon written request made to the Trustees of the Condominium Trust, shall be entitled to:
- (i) written notification from the Trustees of the Condominium Trust of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Condominium Trust which is not cured within sixty (60) days;
 - (ii) inspect all books and records of the Condominium Trust at all reasonable times;
 - (iii) receive an annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;
 - (iv) receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings; and
 - (v) receive prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a First Mortgage or any proposed taking by condemnation or eminent domain of such Unit or the Common Areas and Facilities.
 - (vi) receive timely written notice of any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Condominium Trust.
- (i) No agreement for professional management of the Condominium or any other contract with the Declarant may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or less written notice.

The Declarant intends that the provisions of this paragraph 19 shall comply with the requirements of the Federal Home Loan

COACHLITE CONDOMINIUM

EXHIBIT A

Legal Description of Property

A certain tract or parcel of land located on the Southerly side of Barrett Street, in Northampton, Hampshire County, Commonwealth of Massachusetts, bounded and described as follows:

Beginning at a point on the Southerly side of said Barrett Street, at the Northeasterly corner of the tract to be conveyed and at the Northeasterly corner of land of the City of Northampton, formerly occupied by James Nibben; thence running N. $83^{\circ} 10' 25''$ W. along said Southerly side of Barrett Street a distance of one hundred seventy four and twenty four one-hundreths (174.24) feet to a point at other land of grantors which point is twenty (20) feet Easterly of the Northeasterly corner of land conveyed by grantors to Richard L. Trushart, et ux; thence turning and running $5.06^{\circ} 49' 35''$ W. along other land of grantors a distance of five hundred thirty five and sixty five one-hundreths (535.65) feet to a point; thence turning and running N. $83^{\circ} 10' 25''$ W. along other land of grantors a distance of twenty one and fifty one-hundreths (21.50) feet to a point; thence turning and running $5.06^{\circ} 49' 35''$ W. along other land of grantors a distance of two hundred twenty four and thirty four one-hundreths (224.34) feet to a point; thence turning and running $5.84^{\circ} 16' 18''$ E. along land of the City of Northampton a distance of two hundred fourteen and seventy three one-hundreths (214.73) feet to a point; thence turning and running N. $05^{\circ} 23' 26''$ E. along land of the City of Northampton a distance of seven hundred fifty six and eleven one-hundreths (756.11) feet to the point or place of beginning and containing 3.307 acres of land, more or less.

SUBJECT to a certain easement granted Richard L. Trushart and Florence M. Trushart by deed dated March 15, 1968 and recorded in Hampshire County Registry of Deeds Book 1526, Page 275 and conveyed together with certain rights set forth in said deed.

For Declarants' title, see deed dated July 10, 1986 and recorded in said Deeds in Book _____, Page _____.

COACHLITE CONDOMINIUM

EXHIBIT B

The Condominium consists of two buildings, one known as 74 Barrett Street, and one known as 72 Barrett Street, both being situated on Barrett Street, Northampton, Hampshire County, Massachusetts.

The two buildings contain a total of ⁵⁵54 residential units, comprised as follows:

74 Barrett Street:

First Floor (G) - 4 two-bedrooms; 1 one-bedroom
Second Floor (A) - 9 two-bedrooms, 1 one-bedroom;
Third Floor (B) - 9 two-bedrooms, 1 one-bedroom;
TOTAL: 24 units.
₂₅

36 2br
19 1br
55 Total

72 Barrett Street:

First Floor (G) - 2 two-bedrooms, 4 one-bedrooms;
Second Floor (A) - 6 two-bedrooms, 6 one-bedrooms;
Third Floor (B) - 6 two-bedrooms, 6 one-bedrooms;
TOTAL: 30 units.

CONDOMINIUM UNIT NOS. OF 74 BARRETT STREET:

First Floor ¹⁰²⁻ - 103, 104, 105, 106;
Second Floor - 201 through 210;
Third Floor - 301 through 310.

CONDOMINIUM UNIT NOS. OF 72 BARRETT STREET:

First Floor - 7 through 12;
Second Floor - 211 through 222;
Third Floor - 311 through 322.

The foundations are cast in place concrete. The basement floor is concrete. The fire walls are cement block. The plumbing is copper and cast iron. The roof is made of asphalt shingles. The walls are a combination of wood framing and brick veneer. The electricity to each unit is metered separately. There is no gas in the buildings.

BOOK 3850 3326

COACHLITE CONDOMINIUM

EXHIBIT C

UNIT NO.	FLOOR NO.	NO. OF RMS.	APP. AREA SQ. FT.	PCT. INT. IN COMMON AREAS
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The Residential Units:

102	1	3	574	1.6930
103	1	4	810	1.8845
104	1	4	810	1.8845
105	1	4	810	1.8845
106	1	4	810	1.8845
201	2	4	745	1.8845
202	2	4	745	1.8845
203	2	4	810	1.8845
204	2	4	810	1.8845
205	2	4	810	1.8845
206	2	4	810	1.8845
207	2	3	710	1.6925
208	2	4	792	1.8845
209	2	4	872	1.8845
210	2	4	862	1.8845
301	3	4	745	1.8845
302	3	4	745	1.8845
303	3	4	810	1.8845
304	3	4	810	1.8845
305	3	4	810	1.8845
306	3	4	810	1.8845
307	3	3	710	1.6925
308	3	4	792	1.8845
309	3	4	872	1.8845
310	3	4	862	1.8845
211	2	3	568	1.6925
212	2	3	568	1.6925
213	2	3	596	1.6925
214	2	4	790	1.8845
215	2	4	828	1.8845
216	2	4	790	1.8845
217	2	4	828	1.8845
218	2	4	790	1.8845
219	2	3	596	1.6925
220	2	4	790	1.8845
221	2	3	568	1.6925
222	2	3	568	1.6925
311	3	3	568	1.6925
312	3	3	568	1.6925

7A - ground

7A - 2nd

7A - 3rd

10, 745

2nd fl 72

EXHIBIT C (CONTINUED)

<u>UNIT NO.</u>	<u>FLOOR NO.</u>	<u>NO. OF RMS.</u>	<u>APP. AREA SQ. FT.</u>	<u>PCT. INT. IN COMMON AREAS</u>
313	3	3	596	1.6925
314	3	4	790	1.8845
315	3	4	828	1.8845
316	3	4	790	1.8845
317	3	4	828	1.8845
318	3	4	790	1.8845
319	3	3	596	1.6925
320	3	4	790	1.8845
321	3	3	568	1.6925
322	3	3	568	1.6925
7G 107	1	3	568	1.6925
8G 108	1	3	596	1.6925
9G 109	1	4	828	1.8845
10G 110	1	4	828	1.8845
11G 111	1	3	596	1.6925
12G 112	1	3	568	1.6925

3rd fl 72

Ground 72

40,200

The number of rooms include all labelled rooms except closets, baths and hallways.

Units have immediate access to a central corridor which provides access to the exterior of the building. Each corridor is connected at either end either directly to the exterior of the building or by stairwell, or in some cases a lobby.

The Unit dimensions shown on the Plans extend to interior wall surfaces but, as herinafter set forth, Unit boundaries extend in most cases to the plane of the interior surface of the wall studs, or to the plane of the masonry surface.

The boundaries of the Units, with respect to the floors, ceilings, doors, and windows thereof, are as follows:

BOOK 2850 - 0328

COACHLITE CONDOMINIUM

EXHIBIT C (CONTINUED)

(1) Floors:

the plane of the upper surface of the subflooring or, in the case of those Units without subflooring, the plane of the upper surface of the floor slab.

(2) Ceilings:

the plane of the lower surface of the ceiling joist or, in the case of a Unit situated immediately beneath an exterior roof, the plane of the lower surface of the roof rafters; or, in the case of Unit No. Garage-1, the plane of the lower surface of the ceiling slab.

(3) Interior Building Walls between Units and between Units and Common Areas:

the plane of the surface of the wall furrings or studs, or the plane of the surface facing such Unit of masonry or cement when masonry or cement is the finished material.

(4) Doors and Windows:

the plane of the exterior surface of doors, the exterior surface of window glass and the interior surface of the window frames.

(5) Exterior Building Walls

the plane of the interior surface of wall furring, or the plane of the interior surface of the masonry when masonry is the finished material.

Hampshire ss.

Nov 18 1986 at 1 o'clock and 48 minutes L.M. Rec'd, ent'd and exam'd with Hampshire Reg. of Deeds, Book 2576 p. 313

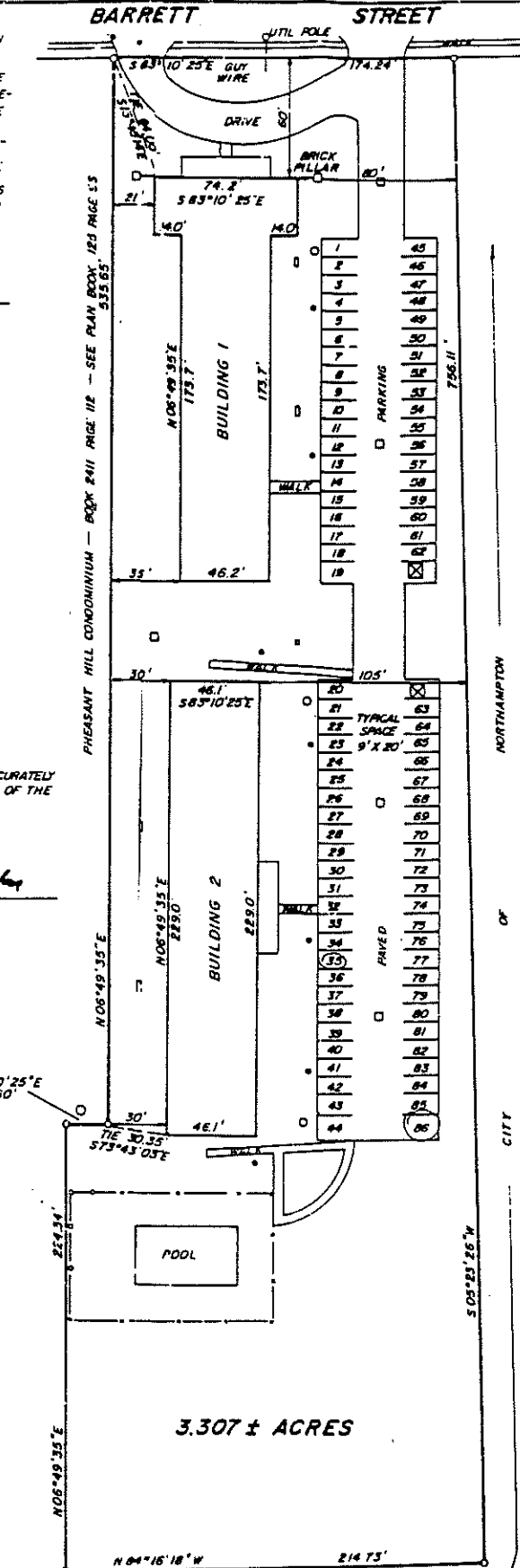
Attest _____
REGISTER

TO LAWYER'S TITLE INSURANCE CORPORATION AND TO COOLIDGE BANK AND TRUST COMPANY
 I HEREBY REPORT THAT I HAVE EXAMINED THE PREMISES SHOWN HEREON AND THAT ALL EASEMENTS, ENCROACHMENTS, AND BUILDINGS ARE LOCATED ON THE GROUND AS SHOWN AND THAT THE BUILDINGS CONFORMED TO THE ZONING BY-LAWS AT THE TIME OF CONSTRUCTION. I FURTHER REPORT THAT THE PROPERTY IS NOT LOCATED IN A FLOOD PRONE AREA AS SHOWN ON FEDERAL INSURANCE MAPS FOR COMMUNITY NUMBER 250487.

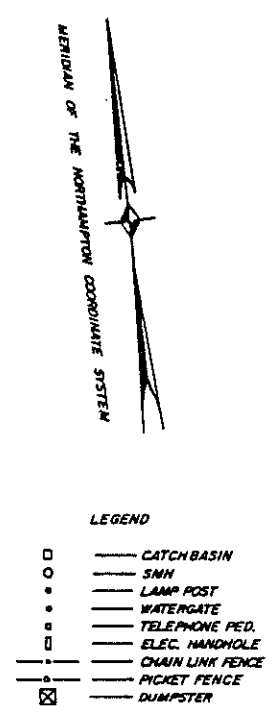
DATE: July 30, 1986
Harold L. Eaton
 SURVEYOR

I CERTIFY THAT THIS PLAN FULLY AND ACCURATELY DEPICTS THE LOCATION AND DIMENSIONS OF THE BUILDINGS

DATE: July 30, 1986
Harold L. Eaton
 SURVEYOR



PG 42
 I REPORT THAT THIS PLAN SHOWS ONLY PROPERTY LINES OF EXISTING OWNERSHIP AND LINES OF ESTABLISHED STREETS AND WAYS
 DATE: July 30, 1986
Harold L. Eaton
 SURVEYOR



DEED REFERENCE:
 EDWARD J. WICKLES
 BOOK 1542 PAGE 533
 PL. BK. 74 PAGE 94

Hall & McChesney Inc
 1878 Old 100th y 1078

COACHLITE CONDOMINIUM
 SITE
 PLAN OF LAND IN
 NORTHAMPTON, MASSACHUSETTS
 SURVEYED FOR
 AMARKS TRUST

SCALE 1" = 40' JULY 30, 1986

HAROLD L. EATON, PROFESSIONAL LAND SURVEYOR
 9 SUNRISE DRIVE—HADLEY—MASSACHUSETTS



028196

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE 1976 RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS
 DATED: July 30, 1986
Harold L. Eaton
 SURVEYOR



COACHLITE CONDOMINIUM

CONDOMINIUM TRUST

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THIS DECLARATION OF TRUST, made this 31st day of July, 1986 by Robert A. Marks, Leonard J. Aronson, and Rudolph Peselman (hereinafter called the "Trustees", which term and any pronoun referring thereto shall be deemed to include their successors in trust hereunder and to mean the trustee or the trustees for the time being hereunder, wherever the context so permits).

ARTICLE I - Name of Trust

The trust hereby created shall be known as the Coachlite Condominium Trust.

ARTICLE II - The Trust and Its Purpose

2.1 General Purposes. This trust is created as the "Organization of Unit Owners" as required by the provisions of Chapter 183A of the Massachusetts General Laws (hereinafter sometimes referred to as the "Condominium Law") for the purpose of managing and regulating the Coachlite Condominium (hereinafter referred to as the "Condominium"), established and created by a Master Deed executed by the owner of the land described therein, dated the same date as the date of this Trust and recorded herewith (such owner being hereinafter sometimes referred to as "Declarant").

2.2 Definitions. Unless the context otherwise requires, the definitions contained in Section 1 of the Condominium Law shall be applicable to this Trust.

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

2.4 Property Held in Trust. All property, real and personal, tangible and intangible, conveyed to or held hereunder by the Trustees shall vest in the Trustees, in trust, to manage, administer and dispose of the same and to receive and/or distribute the income and/or principal thereof for the benefit of the Unit Owners who are owners from time to time of the Units in the Condominium. The beneficial interest of each Unit Owner is set forth in Exhibit C of the Master Deed.

ARTICLE III - The Trustees

3.1 Number of Trustees; Vacancies. There shall be at all times not less than two Trustees nor more than seven, such

number to be determined from time to time by vote at the annual or any special meeting of Unit Owners holding not less than fifty-one percent of the beneficial interest hereunder; provided, however, that until the Declarant ceases to own more than five (5) of the units described in the Master Deed, the number of Trustees shall be two persons consisting of the original Trustees or successor Trustees as designated by the Declarant. At such time as the Declarant ceases to own more than five (5), or two years from the date the first Unit Deed is recorded, whichever first occurs, the office held by the original Trustees, or their successors designated by the Declarant, shall be deemed vacant so as to permit such vacancies to be filled in the manner hereinafter set forth. Until such vacancies have been filled, or until the expiration of a period of thirty days after the date upon which Declarant ceases to own more than five (5), whichever shall first occur, the Trustees may continue to act hereunder. The term of office of the Trustees elected or appointed to fill the vacancies of the original Trustees or of the successors to the original Trustees designated by the Declarants shall be for the period until the annual meeting of the Unit Owners immediately succeeding their election or appointment and until their successors have been elected or appointed and qualified. Thereafter, the term of office of the Trustees shall be for a period of two years and until their successors have been elected or appointed and qualified.

If and whenever the number of such Trustees shall become less than two or less than the number of Trustees last determined as aforesaid, a vacancy or vacancies in said office shall be deemed to exist. Each such vacancy shall be filled by the appointment of a successor who shall be designated by Unit Owners holding at least fifty-one percent of the beneficial interest hereunder; if such successor shall not be so designated within thirty days after the vacancy occurs, then the remaining Trustees or Trustee shall make such appointment. Each appointment to fill a vacancy, other than by court proceeding, as hereinafter provided, shall become effective upon recording with the Registry of Deeds in which this Trust shall be recorded, an instrument in writing signed by such successor and by a majority of the Trustees and acknowledged by such successor and by at least one of said Trustees. Any appointment by such court proceeding shall become effective upon recording with said Registry of Deeds of a certified copy of such decree and of the acceptance of such appointment subscribed and sworn to by the successor so appointed. If for any reason any successor shall not be so designated within sixty days after the vacancy in office occurs, 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 after notice to all Unit Owners and Trustees and to such other as the

court may direct. Notwithstanding the foregoing provisions of this Section 3.1, the remaining or surviving Trustees shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees and any person appointed as a successor Trustee as hereinbefore provided 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.

3.2 Action by Majority. The Trustees may act by a majority vote at any duly called meeting at which a quorum is present and a quorum shall consist of a majority of the Trustees but in no event less than two Trustees. The Trustees, provided there shall be at least two Trustees in office, may also act without a meeting if a written assent thereto is signed by two-thirds of the Trustees then in office.

3.3 Resignation and Removal of Trustee. Any Trustee may resign by notice in writing given to each of his co-Trustees and by recording with said Registry of Deeds at any time an instrument in writing signed and acknowledged by him. After reasonable notice and an opportunity to be heard, a Trustee may be removed from office with or without cause by a vote of Unit Owners holding at least fifty-one percent of the beneficial interest hereunder, except as otherwise provided in Section 3.1 with respect to the original Trustees or their successors designated by the Declarants. Such removal shall become effective upon the recording at said Registry of Deeds of an instrument signed by a majority of the Trustees and acknowledged by at least one Trustee.

3.4 No Bond By Trustees. No Trustee named or appointed, as hereinbefore provided, whether as original or successor Trustee, shall be obliged to give any bond or surety or other security for the performance of his duties hereunder, provided, however, that Unit Owners holding at least fifty-one percent of the beneficial interest hereunder may at any time, by notice in writing signed by them and delivered to the Trustee or Trustees affected thereby, require that any one or more of the Trustees shall give bond in such amount and with such sureties as shall be specified in such notice. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

3.5 Compensation of Trustees. The Trustees shall not be entitled to compensation for their services but shall be reimbursed for all out-of-pocket expenses incurred for the benefit of the trust property, which expenses shall constitute common expenses of the Condominium.

3.6 No Liability if in Good Faith. No Trustee hereinbefore named or appointed as hereinbefore provided shall under any

circumstances or in any event be held liable or accountable out of his personal assets or be deprived of compensation by reason of any action taken, suffered or omitted in good faith or be so liable or accountable for more money or other property than he actually receives, or for allowing one or more of the other Trustees to have possession of the trust books or property, or be so liable, accountable or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of the existence of any personal or adverse interest or by reason of anything except his own personal and willful malfeasance and defaults.

3.7 Self-Dealing. Any and all Trustees, notwithstanding their official relations to the Trust and the beneficiaries, may in the ordinary course of business enter into, negotiate, consummate and perform any contract or agreement of any name or nature between the Trust and/or any or all of the Unit Owners and themselves or any or all of the individuals from time to time constituting the Trustees, or any firm or corporation in which any of the Trustees or any Unit Owner may be interested directly or indirectly, whether such individual, individuals, firm or corporation thus contracting with the Trust shall thereby derive personal or corporate profits or benefits or otherwise; provided, however, that the fact of the interest of such Trustee must be disclosed to the Trustees and that such contract is fair and reasonable in its terms, the intent hereof being to relieve each and every person who may be or become a Trustee from any disability that might otherwise exist from contracting with the Trustees or with the Unit Owners for the benefit of himself or any co-partnership or corporation in which he may be in any way interested.

3.8 Indemnity. The Trustees and each of them shall be entitled to indemnity both out of the trust property and by the Unit Owners against any liability incurred by them or any of them in the execution hereof, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for his share of the common expenses of the Condominium and for his proportionate share of any claims involving the trust property in excess thereof, all as provided in Sections 6 and 13 of the Condominium Law. Nothing in this paragraph contained shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument.

ARTICLE IV - Beneficiaries and Beneficial Interest

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

among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium as set forth in Exhibit C of the Master Deed.

4.2 Persons to Vote as Unit Owners. Whenever any of said Units is owned of record by more than one person, the several owners of such Unit shall each have an equal percentage of the said beneficial interest. In the case of voting of the beneficial interest where fewer than all of the owners of record of such Unit are voting, the owner or owners voting shall vote the whole beneficial interest of such Unit.

ARTICLE V - By-Laws

The provisions of the ARTICLE V shall constitute the By-Laws of this Trust and the organization of Unit Owners established hereby, to wit:

5.1 Powers of the Trustees. The Trustees shall, subject to and in accordance with all applicable provisions of the Condominium Law, have the absolute control, management and disposition of the Trust property (which term, as herein used, shall, insofar as applicable, be deemed to include the common areas and facilities of the Condominium) as if they were the absolute owners thereof, free from the control of the Unit Owners. Without limiting the generality of the foregoing, the Trustees shall have full power and uncontrolled discretion, at any time and from time to time and without the necessity of applying to any court or to the Unit Owners for leave so to do:

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

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

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

the Condominium, and to own, manage, use and hold such property and such rights;

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

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

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

5.1.7 To obtain and maintain such casualty and liability insurance on and with respect to the trust property as they shall deem necessary or proper, consistent with the provisions of Section 5.5 hereof;

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

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

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

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

5.1.12 To maintain such offices and other places of business as they shall deem necessary or proper and to engage in business in Massachusetts or elsewhere;

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

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

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

5.1.16 Generally, in all matters not herein otherwise specified, to control, manage and dispose of the trust property as if the Trustees were the absolute owners thereof and to do

any and all acts, including the execution of any instrument, which by their performance thereof shall be shown to be in their judgment for the best interest of the Unit Owners; and the Trustees shall by the exercise and fulfillment of the powers and provisions set forth in this ARTICLE V provide for the necessary work of maintenance, repair and replacement of the common areas and facilities and payment therefor.

5.2 Maintenance and Repair of Units

5.2.1 Each Unit Owner shall be responsible for the proper maintenance and repair of his Unit and the maintenance, repair and replacement of utility fixtures therein serving the same, including without limitation, interior finish walls, ceilings and floors; windows and the interior portions of window frames; interior window trim; doors; the interior portions of door frames and interior door trim; plumbing and sanitary waste fixtures and fixtures for water and other utilities; electrical fixtures and outlets; and all wires, pipes, drains conduits for water, sewerage, electric power and light, telephone and any other utility services which are contained in and serve such Unit solely. Each Unit Owner shall be responsible for all damages to any and all Units caused by his failure to satisfy his maintenance, repair and/or replacement obligations hereunder.

5.2.2 If the Trustees shall, at any time in their reasonable judgment, determine that the interior of a Unit is in such need of maintenance or repair that the market value of one or more other Units is being adversely affected or that the condition of a Unit or any fixtures, furnishing, facility or equipment therein is hazardous to any Unit or the occupants thereof, the Trustees shall in writing request the Unit Owner to perform the needed maintenance, repair or replacement or to correct the hazardous condition, and in case such work shall not have been commenced within fifteen days (or such reasonable shorter period in case of emergency as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of such Unit Owner whose Unit is in need of work and to enter upon and have access to such Unit for such purposes; and the cost of such work as is reasonably necessary therefor shall constitute a lien upon such Unit and the Unit Owner thereof shall be personally liable therefor.

5.3 Maintenance, Repair and Replacement of Common Areas and Facilities and Assessments of Common Expenses. The Trustees shall be responsible for the proper maintenance, repair, and replacement of the common areas and facilities of the Condominium (see Section 5.6 for specific provisions dealing with repairs and replacement necessitated because of casualty loss) and any two Trustees or any others who may be so

designated by the Trustees, may approve payment of vouchers for such work, and the expenses of such maintenance, repair and replacement shall be assessed to the Unit Owners as common expenses of the Condominium at such times and in such amounts as provided in Section 5.4; provided, however, that if the maintenance, repair or replacement of the common areas and facilities is necessitated by the negligence or misuse of a Unit Owner, either directly or by virtue of his failure to properly maintain, repair or replace his Unit, the expenses of such maintenance, repair and replacement may be assessed to the particular Unit Owner by the Trustees and the Unit Owner shall be personally liable therefor.

5.4 Common Expenses, Profits and Funds.

5.4.1 The Unit Owners, including the Declarants, shall be liable for common expenses and entitled to common profits of the Condominium in proportion to their respective percentages of beneficial interest as set forth in ARTICLE IV hereof. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees shall, to such extent as they deem advisable, set aside common funds of the Condominium as reserve or contingent funds, and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or, subject to the provisions of Section 5.6, for repair, rebuilding or restoration of the trust property or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.

5.4.2 At least thirty days prior to the commencement of each fiscal year of this trust (and within thirty days after the execution hereof with respect to the portion of a fiscal year then remaining), the Trustees shall estimate the common expenses expected to be incurred during such fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessments, according to their respective percentages of undivided beneficial interests hereunder, and such statements shall, unless otherwise provided herein, be due and payable within thirty days after the same are rendered. In the event that the Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, they shall make a supplemental assessment or assessments and render statements therefor in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The Trustees may in their discretion provide for payments or statements in monthly or other installments. The amount of each such payment, together with interest thereon, if

not paid when due, at a rate equal to the rate of interest charged to its most favored customers, which may be called prime rate, of the First National Bank of Boston, shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to the provisions of Section 6 of the Condominium Law. The Trustees shall determine, in addition, the working capital requirements of the Condominium Trust and, from time to time, may establish and set aside as a common charge such amount or amounts as they may deem necessary and/or advisable to establish and maintain adequate working capital and reserves. Simultaneously with the initial purchase of a unit from the Declarant, the purchaser shall make a contribution to the working capital fund of the Condominium Trust in such amount as shall be determined by the Trustees but in no event less than the proportionate share of one (1) year's insurance premium covering the property attributable to such Unit and two (2) months' common charges. Assessments of the monthly common charges will commence with the first day of the month commencing next after one hundred eighty (180) days from the recording of the first unit deed or such earlier time as the Trustees may determine. During such period, owners of units conveyed by the Declarant shall make monthly payments to the Condominium Trust equal to the monthly common charge to offset operating expenses as hereinafter set forth. During such period, the Declarant shall be responsible for the operating expenses of the building and shall be entitled to be reimbursed for such expenses by the Condominium Trust, but in no event shall the Condominium Trust be obliged to reimburse the Declarant for an amount in excess of what has been collected from Unit Owners during said period.

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

5.5 Insurance.

5.5.1 The Trustees shall obtain and maintain, to the extent available, master policies of casualty and physical damage insurance for the benefit and protection of the Trustees and all of the Unit Owners, naming them as the named insureds, and with loss proceeds payable to the Trustees hereunder, or one or more of the Trustees hereunder designated by them, as Insurance Trustees for all of the Unit Owners collectively of the Condominium and their respective mortgagees, as their interests may appear, pursuant to such condominium form of insurance as may from time to time be customarily used in Massachusetts, such insurance to cover the building and all other insurable improvements forming part of the common areas and facilities, including the heating equipment and other service machinery,

apparatus, equipment and installations in the common areas and facilities, and including also all such portions and elements of the Units as the Unit Owners are responsible for under Section 5.2.1, but not including (a) the furniture, furnishings or other personal property of the Unit Owners; or (b) improvements within a Unit made by the Owners subsequent to the first sale of such Unit by the Declarants, unless such improvement has been made with the written consent of the Trustees pursuant to which such Unit Owner agrees to pay any additional insurance premiums resulting therefrom. If such agreement is not made, insuring such improvement shall be the separate responsibility of the Unit Owner. Such insurance shall, insofar as practicable, be maintained in an amount equal to at least one hundred (100%) percent of the replacement value of the insured property for insurance purposes as determined by the Trustees (who shall review such value at least as often as annually), and shall insure against (a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement; and (b) such other hazards or risks as the Trustees from time to time in their discretion shall determine to be appropriate, including, but not limited to, vandalism, malicious mischief, windstorm and water damage, and boiler and machinery explosion or damage. Such insurance may have a deductible amount to be determined from time to time by the Trustees and all such policies shall have an agreed amount endorsement or its equivalent, if applicable, or an inflation guard endorsement.

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

5.5.3 The Trustee or Trustees hereunder designated as Insurance Trustee or Trustees as foresaid, shall collect and receive all casualty loss insurance proceeds and shall hold, use, apply and disburse the same in accordance with applicable provisions of Section 5.6 of this ARTICLE V. With respect to losses covered by such insurance which affect portions or elements of a Unit, or of more than one Unit to substantially the same or to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Trustees in a fair and equitable manner.

5.5.4 The Trustees shall also so obtain and maintain, to the extent available, master policies of insurance with respect to the common areas and facilities, for the benefit of the Trustees and all of the Unit Owners and their lessees, for (a) comprehensive public liability, including personal injury coverage which shall cover claims of any Unit Owner in an amount of not less than One Million (\$1,000,000.00) Dollars per occurrence for personal injury and/or property damage; (b) workmen's compensation and employees' liability with respect to any manager, agent or employee of the Trust, but excluding any independent agent or manager who shall furnish to the Trustees a Certificate of Insurance if such liability is otherwise insured against, it being agreed that the Trustees may waive such requirement in any particular instance, at their discretion; (c) such other risks as the Trustees in their discretion deem it appropriate to insure; and (d) if there is a steam boiler in operation in the premises, boiler explosion insurance evidenced by the standard form of boiler and machinery policy and providing as a minimum, \$100,000 per accident per location. All such insurance shall be in such amounts and forms as the Trustees shall in their discretion deem appropriate, and shall, insofar as practicable, contain provisions as set forth with respect to non-cancellation, waiver of subrogation, waiver of defense based on conduct of any insured, and non-contribution.

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

5.5.6 Each Unit Owner may obtain additional insurance for his or her own benefit at his or her own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Trustees pursuant to Section 5.5.1 above and each Unit owner hereby assigns to the Trustees the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms of this Section 5.5.6 as if produced by such coverage. Copies of all such policies (except policies covering only personal property of individual Unit Owners) shall be filed with the Trustees.

5.5.7 Each Unit Owner shall notify the Trustees of all improvements to his or her unit (except personal property other than fixtures) which exceed a total value of \$1,000 within 20 days after the commencement of construction of such improvements and upon receipt of such notice the Trustees shall notify the insurer under any policy obtained pursuant to Section 5.5.1 hereof of any such improvements.

5.6 Rebuilding, Restoration and Improvements.

5.6.1 In the event of any casualty loss to the common areas and facilities, the Trustees shall determine in their reasonable

discretion whether or not such loss exceeds ten percent of the value of the Condominium immediately prior to the casualty, and shall notify all Unit Owners of such determination. If such loss as so determined does not exceed ten percent of such value, the Trustees shall proceed with the necessary repairs, rebuilding or restoration in the manner provided in Paragraph (a) of Section 17 of the Condominium Law. If such loss as so determined exceeds ten percent of such value, the Trustees shall forthwith submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) by the Unit Owners authorizing the Trustees to proceed with the necessary repair, rebuilding or restoration; and (b) a copy of the provisions of said Section 17; and the Trustees shall thereafter proceed in accordance with, and take such further action as they may in their discretion deem advisable in order to comply with the provisions of Paragraph (b) of said Section 17.

5.6.2 If and whenever the Trustees shall propose to make any improvement of the common areas and facilities of the Condominium, or shall be requested in writing by Unit Owners holding twenty-five percent or more of the beneficial interest hereunder to make any such improvement, the Trustees shall submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same; and (b) a copy of the provisions of Section 18 of the Condominium Law. Notwithstanding the foregoing, so long as the Declarants have any beneficial interest hereunder, the Trustees shall not be required to submit the aforementioned documents to the Unit Owners unless a request for improvements is made by Unit Owners holding at least fifty percent of the beneficial interest hereunder. Upon whichever of the following shall first occur, namely, (a) the receipt by the Trustees of such agreement signed by Unit Owners holding at least seventy-five percent of the beneficial interest hereunder; or (b) the expiration of ninety days after such agreement was first submitted to the Unit Owners, the Trustees shall notify all Unit Owners of the aggregate percentage of Unit Owners who have then signed such agreement. If such percentage exceeds fifty percent, the Trustees shall proceed to make the improvement or improvements specified in such agreement.

5.6.3 Notwithstanding anything in Paragraphs 5.6.1 and 5.6.2 contained, (a) in the event that any Unit Owner or Owners shall by notice in writing to the Trustees dissent from any determination of the Trustees with respect to the value of the Condominium or of any Unit or Units or any other determination or action of the Trustees under this Section 5.6, and such dispute shall not be resolved within thirty days after such notice, then either the Trustees or the dissenting Unit Owner or

Owners may submit the matter to arbitration, and for that purpose, one arbitrator shall be designated by the Trustees, one by the dissenting Unit Owner or Owners and a third by the two arbitrators so designated and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association; and (b) the Trustees shall not in any event be obliged to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the estimate of the Trustees and all costs thereof.

5.6.4 If and whenever any Unit Owner shall propose to make an improvement to, or affecting the common areas and facilities of the Condominium at such Unit Owner's own expense, and the Trustees determine in their reasonable discretion that such improvement would be consistent and compatible with the provisions and intent of the Master Deed, the Trustees may, but shall not be obligated to, authorize such improvement to be made at the sole expense of the Unit Owner proposing the same, without the consent or approval of other Unit Owners, subject to such contractual undertakings of the Unit Owner proposing such improvement as the Trustees in their reasonable discretion deem to be necessary or desirable in the circumstances.

5.7 Rules, Regulations, Restrictions and Requirements. The Trustees may, at any time and from time to time, adopt, amend, and rescind (without the consent of the Unit Owners) administrative rules and regulations governing the details of the operation and use of the common areas and facilities, and such restrictions on and requirements respecting the use, occupancy, and maintenance of the Units and the use of the common areas and facilities as are consistent with the provisions of the Master Deed and are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the common areas and facilities.

5.8 Meetings.

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

5.8.2 There shall be an annual meeting of the Unit Owners on the third Tuesday in May of each year, commencing with the year 1987, at 7:30 p.m. in Brookline, Massachusetts, or at such other reasonable place and time as may be designated by the

Trustees by written notice given to the Unit Owners at least seven days prior to the date so designated. Special meetings of the Unit Owners may be called at any time by the Trustees and shall be called by them upon the written request of Unit owners holding at least 33 1/3 percent of the beneficial interest. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Trustees to the Unit Owners at least fourteen days prior to the date so designated. At the annual meeting of the Unit Owners, the Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Trustees propose to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter.

5.8.3 Whenever at any meeting the Trustees propose to submit to the Unit Owners any matter with respect to which specific approval of, or action by, the Unit Owner is required by law or this trust, the notice of such meeting shall so state and reasonably specify such matter. Unit Owners entitled to more than fifty (50%) percent of the beneficial interest of this trust shall constitute a quorum at all meetings. Any action voted at a meeting shall require the vote of more than fifty (50%) percent of the beneficial interest in this trust, except where the other provisions of this trust or Chapter 183A require a larger percentage.

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

5.10 Inspection of Books, Report to Unit Owners. Books, accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees and the Unit Owners at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trustees for such year which shall include financial statements in such summary form and in such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by certified

or registered mail within a period of sixty days of the date of the receipt by him shall be deemed to have assented thereto.

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

5.12 Seal. The Trustees may adopt a seal circular in form bearing the inscription "Coachlite Condominium Trust - 1986" - but such seal may be altered by the Trustees at pleasure, and the Trustees may, at any time or from time to time, at their option, adopt a common or wafer seal which shall be valid for all purposes.

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

5.14 Removal from Condominium Law. Until such time as the Declarants have no beneficial interest hereunder, Unit Owners holding one hundred percent of the beneficial interest shall be required to approve the removal of the Condominium described herein from the provisions of the Condominium Law, and thereafter, the provisions of Section 19 of said Law shall apply; provided, however, if the Declarants approve of such removal, the approval of Unit Owners holding at least seventy-five percent of the beneficial interest, in the aggregate, shall be required for such removal.

5.15 Total or Partial Condemnation, Loss or Destruction; Termination of Project. The Condominium Trust shall represent the unit estate owners in any condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for acquisition of the common areas, or part thereof. Each unit estate owner appoints the Condominium Trust as attorney-in-fact for such purposes.

5.15.1 In the event of a taking or acquisition of part or all of the common areas by a condemning authority, the award or proceeds of settlement shall be payable to the Condominium Trust, or any trustee, for the use and benefit of the unit estate owners and their mortgagees as their interests may appear.

ARTICLE VI - Rights and Obligations of Third
Parties Dealing with the Trustees

6.1 Dealing with Trustees. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of

record in said Registry of Deeds need inquire further as to the persons who are then Trustees hereunder. The receipts of the Trustees or any one or more of them for monies or things paid or delivered to them or him shall be effectual discharges therefrom to the persons paying or delivering the same, and no person from whom the Trustees or any one or more of them shall receive money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge, or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees or any one or more of them purporting to be done in pursuance of any provisions or powers herein contained.

6.2 Recourse Against Trustees. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant, or agreement, whether oral or written, made, issued, or executed by the Trustees or by any agent or employee of the Trustees or by reason of anything done or omitted to be done by or on behalf of them or any of them against the Trustees individually, or against any such agent or employee or against any beneficiary either directly or indirectly, by legal or equitable proceeding, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees, shall look only to the trust property for payment under such contract or claim or for the payment of any debt, damage, judgment or decree or of any money that may otherwise become due or payable to them from the Trustees so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under the provisions of Section 3.8 hereof or under the provisions of the Condominium Law.

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

6.4 Certifications by Trustees for Recording. This Declaration of Trust and any amendments hereto and any certificate herein required to be recorded and any other certificate signed and sworn to by said Trustees or any one or

more of them which it may be deemed desirable to record may be recorded with the Hampshire County Registry of Deeds and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the trust property or any beneficiary hereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with said Registry of Deeds. Any certificate signed by the Trustees in office at the time or any one or more of them, setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by the Trustees hereunder or any one or more of them, as the case may be, shall, as to all persons acting in good faith in reliance thereon, be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

6.5 Common Expense Certificate. Notwithstanding any other provisions of this ARTICLE VI, any certificate setting forth the amount of unpaid common expenses assessed against any Unit Owner as provided by subsection (d) of section 6 of Chapter 183A, shall be conclusive evidence of the facts stated therein if signed by any Trustee then in office.

ARTICLE VII - Amendments and Termination

7.1 Amendment of Trust. The Trustees, with the consent in writing of Unit Owners holding at least fifty-one percent of the beneficial interest hereunder, may at any time and from time to time, amend, alter, add to or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change shall be valid or effective if:

7.1.1 Made without the consent of the Declarants prior to the date on which the Declarants cease to own more than five (5) of the units described in the Master Deed, or two years from the date the first unit deed is recorded, whichever first occurs; or

7.1.2 It would alter, or in any manner or to any extent whatsoever, modify or affect the percentage of beneficial interest of any Unit Owner hereunder so as to be different than

the percentage of the individual interest of such Unit Owner in the common areas and facilities as set forth in the Master Deed; or

7.1.3 Would render this Trust contrary to or inconsistent with any requirements or provisions of the Condominium Law.

7.2 Necessity for Recording Amendments, Alterations, Additions, or Changes. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this ARTICLE VII shall become effective upon the recording with said Registry of Deeds of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required for the acknowledgement of deeds by the Trustees, setting forth in full the amendment, alteration, addition or change and reciting the consent of Unit Owners herein required to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with the prerequisites to the validity of such amendment, alteration, addition or change, whether stated in such instrument or note, upon all questions as to title or affecting the rights of third persons and for all other purposes. Nothing contained in this ARTICLE VII shall be construed as making it obligatory upon the Trustees to amend, alter, add to or change the Declaration of Trust upon obtaining the necessary consent as hereinbefore provided.

7.3 Termination. The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of the Condominium Law in accordance with the procedure therefor set forth in Section 19 of said Law as may be modified by Section 5.14 hereof.

7.4 Disposition of Property on Termination. Upon termination of this Trust, the Trustees may, subject to and in accordance with the provisions of the Condominium Law, sell and convert into money the whole of the trust property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind (at valuations made by them which shall be conclusive) all other property then held by them in trust hereunder to the Unit Owners according to their respective percentages of beneficial interest hereunder. In making any sale under this provisions, the Trustees shall have 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 possession or ownership, even though all times herein fixed for distribution of trust property may have passed.

ARTICLE VIII - Construction and Interpretation

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

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

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

IN WITNESS WHEREOF, the Trustees have hereunto set their hands and seals on the day and year first above set forth.

Robert A. Marks

Leonard J. Aronson

Rudolph Peselman

**RULES AND REGULATIONS
COACHLITE CONDOMINIUM TRUST**

We, the undersigned Trustees (the "Trustees") of the Coachlite Condominium Trust (the "Trust"), under Declaration of Trust recorded with the Hampshire County Registry of Deeds in Book 2850, Page 329, hereby adopt the following Rules and Regulations:

1. No part of the Property shall be used for any purpose except housing, and the common recreational purposes for which the Property was designed.
2. There shall be no obstruction of the common areas, nor shall anything be stored in the common areas, without prior consent of the Trustees except as herein or in the By-Laws expressly provided. Each Unit Owner and/or occupant shall be obligated to maintain and keep in good order and repair his or her own Unit and the interior of his or her storage enclosure in accordance with the provision of the By-Laws.
3. Nothing shall be done in any Unit or in, on or to the common areas which will impair the structural integrity of any Building or which would structurally change any of the Building.
4. Nothing shall be done or kept in any Unit or in the common areas which will increase the rate of insurance of the Building, or contents thereof, applicable for residential use, without the prior written consent of the Trustees. No Unit Owner or occupant shall permit anything to be done or kept in his or her unit or in the common areas which would result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be permitted in the common areas except where provision is made.
5. Unit Owners or occupants shall not cause or permit anything to be hung or displayed on the outside of windows, or placed on the outside doors of the Building, and no sign, awning, canopy, shutter or radio or television antenna (except for master antenna system) shall be affixed to or placed upon the exterior walls, doors, roof, or any part thereof, or exposed on or at any window, without the prior consent of the Trustees.

Rules and Regulations of Coachlite Condominium Trust

6. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out of a Unit or exposed on any part of the common areas. The common areas shall be kept free and clear of rubbish, debris, and other unsightly materials.

7. No garbage cans shall be placed in any of the halls or on the staircases or landings, nor shall anything be hung from the windows or placed upon the window sills. No rugs or mops shall be shaken or hung from or on any of the windows or doors.

8. Draperies or curtains must be installed by each Unit Owner or occupant on all windows of his or her unit and must be maintained in good condition in said windows at all times. The color of the portion of said draperies, blinds, or curtains visible from the exterior shall conform to the standards specified by the Board of Trustees.

9. No industry, business, trade, or occupation of any kind, commercial, religious, educational, or otherwise designed for profit, altruism, or otherwise shall be conducted, maintained or permitted in any part of the Property, nor shall any "For Sale", "For Rent," or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any Unit therein without the written consent of the Board of Trustees, but in no event will any sign be larger than one (1') foot by two (2') feet. No Unit shall be used or rented for transient, hotel, or motel purposes. The right is reserved by the Board of Trustees, or its agent, to place "For Sale", "For Rent," or "For Lease" signs on any unsold or unoccupied Units.

10. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner or occupant shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit.

Rules and Regulations of Coachlite Condominium Trust

11. Except in recreational or storage areas designed as such by the Board of Trustees, there shall be no playing, lounging, or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs, on any part of the common areas. Storage by Unit Owners or occupants in areas designated by the Board of Trustees shall be at the Unit Owner's or occupant's risk.

12. Each Unit Owner or occupant shall keep his or her Unit in a good state of preservation and cleanliness and shall not sweep or permit to be swept or thrown therefrom, or from the doors, windows, any dirt or other substance.

13. No noxious or offensive activity shall be carried on in any Unit, or in the common areas, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other Unit Owners or occupants. No Unit Owner or occupant shall make or permit any disturbing noises by him/herself, his or her family, servants, employees, agents, visitors, and licensees, not to or permit anything by such persons that will interfere with the rights, comforts, or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set, or radio in his or her Unit at unreasonable hours or at unreasonable volumes that would disturb or annoy other occupants of the Building. No Unit Owner or occupant shall conduct or permit to be conducted, vocal or instrumental practice, nor give nor permit to be given vocal or instrumental instruction at any time.

14. No Unit Owner or occupant nor any of his or her agents, licensees, or visitors shall, at any time, bring in or keep any flammable, combustible or explosive fluid or material, chemical, or substance, except such cleaning fluids as are customary for residential use.

15. Nothing shall be altered or constructed in or removed from the common areas and facilities, except upon the written consent of the Trustees.

Rules and Regulations of Coachlite Condominium Trust

16. No public hall of the Building nor any portion of the common area shall be decorated or furnished by any Unit Owner or occupant in any manner.
17. If any key or keys are entrusted by a Unit Owner or occupant or any member of his or her family or by his or her agent, servant, employee, licensee, or visitor to any employee of the Board of Trustees, whether for such Unit or automobile, trunk, or other items of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board of Trustees shall not be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.
18. The Board of Trustees, or its designed agent, may retain a pass key to each unit. No Unit Owner or occupant shall alter any lock or a knocker on any door of a unit without the written consent of the Board of Trustees. In case such consent is given, the Unit Owner or occupant shall ensure that any lock is attainable for entry with the master pass key, or provide the Board of Trustees, or its designated agent, with an additional key, pursuant to its right of access to the Unit.
19. The agents of the Board of Trustees or the managing agent, may enter any room or Unit in the Building at any time in case of emergency.
20. The swimming pool may not be used unless the user is accompanied by a Unit Owner or occupant.
21. Rules of behavior for the swimming pool and pool area will be promulgated by the Board of Trustees. Rules and Regulations governing the use of other common areas and facilities may be promulgated by the Board of Trustees. All Unit Owners or occupants, their families, invitees, and guests must abide by such rules.
22. The Board of Trustees may charge guests for the use of the swimming pool and may restrict the number of guests that may use the swimming pool.
23. All vehicles parked on the Property shall be lawfully registered and insured with the state of

Rules and Regulations of Coachlite Condominium Trust

Massachusetts. Vehicles not duly registered will be towed according to municipal law at the owner's expense. It is the obligation of each Unit Owner or occupant to provide vehicle registration information, i.e., make, model, and license plate number if requested by the Board of Trustees or its designated agent.

24. The Board of Trustees shall, from time to time, promulgate a list of service and convenience individuals and firms such as dry-cleaners, launderers, milkmen, repairmen, etc. who are authorized to do business on the Property. No other such individuals or firms shall be on the Property without approval of the Board of Trustees.

25. The Board of Trustees, or its designated agent, shall have the authority to impose late charges, attorney's fees and costs, and any other associated or subsequent charges in connection with the collection of any outstanding condominium fees or expenses within thirty (30) days of an invoice.

26. The Board of Trustees, or its designated agent, on behalf of the Trust, may collect rents from the tenants occupying those units where a non-residential Unit Owner is delinquent in payment of outstanding condominium fees or expenses for a period of sixty (60) days or more.

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

28. Nothing herein shall be construed to adversely affect the rights of any first mortgagee as set forth in the Master Deed or Trust.

29. If any provision of these Rules and Regulations shall be determined to be invalid or shall conflict with any statute, then such invalidity or conflict shall not impair or affect the validity or enforceability of the other provisions of these Rules and Regulations.

Rules and Regulations of Coachlite Condominium Trust

So resolved and adopted.

EXECUTED

Under seal this 13th day of February,
1991.

Trustees of the Coachlite
Condominium Trust

Rebecca Ikehara
Rebecca Ikehara-Trustee as
aforesaid and not
Individually

Thomas J. Haggerty
Thomas Haggerty-Trustee as
aforesaid and not
Individually

David Yogel
David Yogel-Trustee as
aforesaid and not
Individually

John Reilly
John Reilly-Trustee as
aforesaid and not
Individually

Michael Monaghan
Michael Monaghan-Trustee as
aforesaid and not Individually

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

February 13, 1991

Then personally appeared the above named Rebecca
Ikehara, Thomas Haggerty, David Yogel, John Reilly, and
Michael Monaghan, Trustees of Coachlite Condominium
Trust and acknowledged the foregoing to be their free
act and deed, as Trustees, before me,

Valerie J. Booth
Notary Public
My Commission Expires: 12/2/94

19581

AMENDMENT TO DECLARATION OF COACHLITE CONDOMINIUM TRUST

The Declaration of Coachlite Condominium Trust is hereby AMENDED, on this 10 day of September, 1991, by the Trustees of the Coachlite Condominium Trust named below (hereinafter referred to as the "Trustees," which term and any pronoun referring thereto shall be deemed to include their successors in trust hereunder and to mean the Trustee or the Trustees for the time being hereunder, wherever the context so permits) with the consent of the Unit Owners having fifty-one percent (51%) or more of the beneficial interest under said Trust and in full compliance with all prerequisites to the validity of this Amendment.

Section 5.4 (Common Expenses, Profits and Funds) is hereby amended by adding the following section:

5.4.4 Water/sewer charges (hereinafter referred to as the "charges") incurred at Coachlite Condominium and billed by the City of Northampton (hereinafter referred to as the "City") shall be excluded from the common expenses described above in that the charges shall be paid separately by each unit owner in proportion to each unit owner's respective percentage of undivided beneficial interests hereunder. The charges shall be paid by each unit owner in addition to any monthly common area charges and/or special assessments. In order to facilitate the payment of the charges, the Trustees specifically authorize and permit the City to bill each unit owner directly based on each unit owner's respective percentage of undivided beneficial interests as set forth in the records of the Assessor's Office for the City. Each unit owner is required to pay said charges forthwith under the terms and conditions set forth by the City, which may take whatever action for non-payment of the charges is permissible by law.

IN WITNESS WHEREOF, the Trustees have hereunto set their hands and seals on the day and year set forth above.

Thomas Haggerty
Thomas Haggerty: Trustee as aforesaid and not individually

Rebecca Ikehara
Rebecca Ikehara: Trustee as aforesaid and not individually

Daniel Milberg
Daniel Milberg: Trustee as aforesaid and not individually

Michael Elenowitz
Michael Elenowitz: Trustee as aforesaid and not individually

James Powers
James Powers: Trustee as aforesaid and not individually

Ann Hastings
Ann Hastings: Trustee as aforesaid and not individually

David Vogel
David Vogel: Trustee as aforesaid and not individually

21943

RESIGNATION OF TRUSTEES
COACHLITE CONDOMINIUM TRUST

We, Michael Monaghan and John Reilly, Trustees of the Coachlite Condominium Trust under Declaration of Trust dated July 30, 1986 and recorded with the Hampshire County Registry of Deeds in Book 2775, Page 141, do hereby resign as Trustees of said Trust pursuant to Section 3.3 thereof, effective on the date herein.

WITNESS my hand and seal this 10th day of Sept, 1991.

Michael Monaghan
Michael Monaghan, Trustee

John Reilly
John Reilly, Trustee

COMMONWEALTH OF MASSACHUSETTS

, SS Sept 10, 1991

Then personally appeared before me the above-named Michael Monaghan and John Reilly, Trustees as aforesaid, and acknowledged the execution of the foregoing instrument to be his free act and deed, before me,

David R. Abel
Notary Public
My Commission Expires December 3, 1993
David R. Abel
Notary Public
My Commission Expires December 3, 1993

Hampshire ss: November 4 1991 at 11 o'clock and 06 minutes A.M., Rec'd ent'd and exam'd with Hampshire Reg. of Deeds, Book 3820 Page 319

Attest Marion J. Donohue
REGISTER

COMMONWEALTH OF MASSACHUSETTS

Date: Sept 10, 1991

Hampshire SS.

Then personally appeared the above-named Thomas Haggerty, Rebecca
a, Daniel Milberg, Michael Elenowitz, James Powers, Ann Hastings, David
and acknowledged the foregoing to be their free act and deed,
before me.

David R. Abel

Notary Public

My commission expires:

David R. Abel

Notary Public

My Commission Expires December 3, 1993

Hampshire ss. Oct 4 1991 at 12 o'clock and 10 minutes P.M., Rec'd ent'd and
(MONTH) (DAY)
exam'd with Hampshire Reg. of Deeds, Book 3804 Page 56
Attest Marianne L. [Signature]
REGISTER

19582

CERTIFICATE OF APPOINTMENT AND ACCEPTANCE

COACHLITE CONDOMINIUM TRUST

This is to certify that at a meeting duly called and held on September 10, 1991, and pursuant to section 3.1 of the Coachlite Condominium Trust under Declaration of Trust dated July 30, 1986 and recorded with the Hampshire County Registry of Deeds in Book 2775, Page 141, that the following Trustees were duly elected by the unit owners more than fifty-one percent (51%) of the beneficial interest in the Coachlite Condominium Trust:

Michael Elenowitz
Michael Elenowitz

Daniel Milberg
Daniel Milberg

Ann Hastings
Ann Hastings

James Powers
James Powers

and that said new Trustees so appointed do hereby acknowledge and accept their appointment as Trustees.

COMMONWEALTH OF MASSACHUSETTS

Hampshire County, ss Sept 10, 1991

Then personally appeared the above named Michael Elenowitz, Daniel Milberg, Ann Hastings and James Powers, as foresaid, and acknowledged the foregoing instrument to be their free act and deed, before me,

David R. Abel
David R. Abel
Notary Public
My commission expires December 3, 1993

Hampshire ss. Oct 4 1991 at 12 o'clock and 10 minutes P.M., Rec'd ent'd and exam'd with Hampshire Reg. of Deeds, Book 3804 Page 58

Attest Therese L. Donohue
REGISTER

Seaver inc.
PROPERTY MANAGERS

CERTIFICATE OF APPOINTMENT AND ACCEPTANCE

COACHLITE CONDOMINIUM TRUST

is to certify that at a meeting duly called and held on September 22, 1992, and pursuant to section Coachlite Condominium Trust under Declaration of Trust dated July 30, 1986 and recorded with the County Registry of Deeds in Book 2775, Page 141, that the following Trustees were duly elected at owners more than fifty-one percent (51%) of the beneficial interest in the Coachlite Condominium

Haggerty
Haggerty

Becky Ikahara
Becky Ikahara

Spiegel
Spiegel

said new Trustees so appointed do hereby acknowledge and accept their appointment as Trustees.

COMMONWEALTH OF MASSACHUSETTS

April 19, 1993

shire County, ss

Then personally appeared the above name, as foresaid, and acknowledged the foregoing
ment to be their free act and deed, before me,

Susan B. Wittenberg
Notary Public
My commission expires: November 25, 1999

shire ss

April 28 1993 at 11 o'clock and 40 minutes A.M. Rec'd ent'd and exam'd
(month) (day)
Hampshire Reg. of Deeds, Book 4186 Page 204.

Attest Marianne L. Apodaca
Register



Rules and Regulations of Coachlite Condominium Trust

So resolved and adopted.

EXECUTED

Under seal this 27TH day of July, 1994,
1991,

Trustees of the Coachlite
Condominium Trust

[Signature]

Derrick Feuerstein-Trustee as aforesaid and not Individually

[Signature]

Thomas Haggerty-Trustee as aforesaid and not Individually

[Signature]

Rebecca Ikehara-Trustee as aforesaid and not Individually

[Signature]

Daniel Milberg-Trustee as aforesaid and not Individually

[Signature]

Scott Spiegel-Trustee as aforesaid and not Individually

[Signature]

Michele Bumbaugh-Trustee as aforesaid and not Individually

COMMONWEALTH OF MASSACHUSETTS

_____, 1991
_____, SS

Then personally appeared the above named Derrick Feuerstein, Thomas Haggerty, Rebecca Ikehara, Daniel Milberg, Scott Spiegel and Michele Bumbaugh, Trustees of Coachlite Condominium Trust and acknowledged the foregoing to be their free act and deed, as Trustees, before me,

[Signature]

Notary Public
My Commission Expires:

My Commission Expires Dec. 1, 2000

CERTIFICATE OF APPOINTMENT AND ACCEPTANCE

COACHLIGHT CONDOMINIUM TRUST

This is to certify that at a meeting duly called and held on October 11, 1995, and pursuant to Section 3.1 of the Coachlight Condominium Trust under Declaration of Trust dated July 30, 1986 and recorded with the Hampshire County Registry of Deeds in Book 2775, Page 141, that the following Trustees were duly elected by the Unit Owners more than fifty-one percent (51%) of the beneficial interest in the Coachlight Condominium Trust:

Derrick Feuerstein
Derrick Feuerstein

Daniel Milberg
Daniel Milberg

Michele Bumbaugh
Michele Bumbaugh

DEC 21 1995

and that said new Trustees so appointed do hereby acknowledge and accept their appointment as Trustees.

COMMONWEALTH OF MASSACHUSETTS

Hampshire County, ss November 21, 1995

Then personally appeared the above names, as foresaid, and acknowledged the foregoing instrument to be their free act and deed, before me,

Paula L. Brauchin
Notary Public
My Commission Expires Dec. 1, 2000

Hampshire ss

_____, 1994 at _____ o'clock and _____ minutes ____m.
Rec'd ent'd and exam'd with Hampshire Reg. of Deeds,
Book _____ Page _____.

Attest _____
Register

ATTEST: HAMPSHIRE, *Marianne L. Donohue*, REGISTER
MARIANNE L. DONOHUE

RECORDED 1995

CERTIFICATE OF APPOINTMENT AND ACCEPTANCE

COACHLITE CONDOMINIUM TRUST

This is to certify that at a meeting duly called and held on October 18, 1994, and pursuant to Section 3.1 of the Coachlite Condominium Trust under Declaration of Trust dated July 30, 1986 and recorded with the Hampshire County Registry of Deeds in Book 775, Page 141, that the following Trustees were duly elected by the Unit Owners more than fifty-one percent (51%) of the beneficial interest in the Coachlite Condominium Trust:

Thomas F. Haggerty
Thomas Haggerty

Rebecca Ikehara
Rebecca Ikehara

Scott Spiegel
Scott Spiegel

Andre Lapierre
Andre Lapierre

and that said new Trustees so appointed do hereby acknowledge and accept their appointment as Trustees.

COMMONWEALTH OF MASSACHUSETTS

Hampshire County, ss

February 1, 1995

Then personally appeared the above names, as foresaid, and acknowledged the foregoing instrument to be their free act and deed, before me,

Paula L. Bradley
Notary Public My Commission Expires Dec 1, 2000

Hampshire ss

_____, 1994 at _____ o'clock and _____ minutes ____ m.
Rec'd ent'd and exam'd with Hampshire Reg. of Deeds,
Book _____ Page _____ Attest _____
Register

ATTEST: HAMPSHIRE, Marianne L. Donohue, REGISTER
MARIANNE L. DONOHUE

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MAR 03 1995

Rules and Regulations of Coachlite Condominium Trust

So resolved and adopted.

EXECUTED

Under seal this 1st day of February 1995,

Trustees of the Coachlite
Condominium Trust

[Signature]
Derrick Feuerstein-Trustee
as aforesaid and not
Individually

[Signature]
Thomas Haggery-Trustee as
aforesaid and not
Individually

[Signature]
Rebecca Ikehara-Trustee as
aforesaid and not
Individually

[Signature]
Daniel Milberg-Trustee as
aforesaid and not
Individually

[Signature]
Scott Spiegel-Trustee as
aforesaid and not
Individually

[Signature]
Michele Bumbaugh-Trustee
as aforesaid and not
Individually

[Signature]
Andre Lapierre-Trustee as
aforesaid and not
Individually

COMMONWEALTH OF MASSACHUSETTS

Hampshire County, ss Feb. 1, 1995,

Then personally appeared the above named Derrick Feuerstein, Thomas Haggerty, Rebecca Ikehara, Daniel Milberg, Scott Spiegel, Andre Lapierre and Michele Bumbaugh, Trustees of Coachlite Condominium Trust and acknowledged the foregoing to be their free act and deed, as Trustees, before me,

[Signature]
Notary Public

My Commission Expires Dec. 1, 2000

7

ATTEST: HAMPSHIRE, [Signature], REGISTER
DONORUE

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CERTIFICATE OF APPOINTMENT AND ACCEPTANCE

COACHLIGHT CONDOMINIUM TRUST

This is to certify that at a meeting duly called and held on October 22, 1996, and pursuant to section 3.1 of the Coachlight Condominium Trust under Declaration of Trust dated July 30, 1996, and recorded with the Hampshire County Registry of Deeds in Book 2775, Page 141, that the following Trustees were duly elected by the unit owners more than fifty-one percent (51%) of the beneficial interest in the Coachlight Condominium Trust:

Rebecca Ikehara
Rebecca Ikehara

Darryl Delisle
Darryl Delisle

Tom Haggerty
Tom Haggerty

David Asselin
David Asselin

That said new Trustees so appointed do hereby acknowledge and accept their appointment as Trustees.

COMMONWEALTH OF MASSACHUSETTS

3/24/97, 1997

Hampshire County, ss

Then personally appeared the above named Rebecca Ikehara, Darryl Delisle, David Asselin and Tom Haggerty, as foresaid, and acknowledged the foregoing instrument to be their free act and deed, before me,

David H. Gates
DAVID H. GATES
NOTARY PUBLIC
My Commission Expires July 10, 2003
Notary Public
My commission expires:

Hampshire ss

_____, 1997 at _____ o'clock and _____ minutes _____ Rec'd ent'd
(month) (day)
and exam'd with Hampshire Reg. of Deeds, Book _____ Page _____

Attest _____
Register

ATTEST: HAMPSHIRE, Marianne L. Donohue, REGISTER
MARIANNE L. DONOHUE

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AUG 20 1997

Coachlight Condominium Trust, a Massachusetts corporation with
place of business at 71 South Pleasant Street, Amherst,
Hampshire County, Massachusetts, hereby amends the Rules and
Regulations of Coachlight Condominium dated July 30, 1986,
recorded in Hampshire County Registry of Deeds, Book 2850, Page
100, by adding to the existing Rules and Regulations with the sheet
attached, titled "Dog Regulation".

The aforementioned Rules and Regulations are hereby otherwise
approved and confirmed in every respect.

EXECUTED as a sealed instrument this _____ day of _____,

Trustees of the Coachlight
Condominium Trust

[Signature]
Derrick Feuerstein-Trustee
as aforesaid and not
Individually

Thomas J. Haggerty
Thomas Haggerty-Trustee as
aforesaid and not
Individually

Rebecca Ikehara
Rebecca Ikehara-Trustee as
aforesaid and not
Individually

[Signature]
Daniel Milberg-Trustee as
aforesaid and not
Individually

Darryl Delisle
Darryl Delisle-Trustee as
aforesaid and not
Individually

Michele Bumbaugh
Michele Bumbaugh-Trustee
as aforesaid and not
Individually

Dave Asselin
Dave Asselin-Trustee as
aforesaid and not
Individually

COMMONWEALTH OF MASSACHUSETTS

_____, ss _____, June 26, 1997

Then personally appeared the above named Derrick Feuerstein,
Thomas Haggerty, Rebecca Ikehara, Daniel Milberg, Darryl Delisle,
Michele Bumbaugh and Dave Asselin, Trustees of Coachlight
Condominium Trust and acknowledged the foregoing to be their free
act and deed, as Trustees, before me,

Bonnie J. Bodin
Notary Public Commission expires
11/19/2004



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Coachlight Condominiums

~~Proposed~~ Dog Regulation

March 1997

- 1) No dog may be kept at the condominium by any unit owner, tenant, resident or guest except as permitted in this regulation.
- 2) This prohibition does not apply to dogs residing in the condominium prior to July 1, 1997 subject to the following conditions:
 - a) Prior to August 1, 1997 the owner must register the dog with the property manager, giving proof that the dog is properly licensed and inoculated.
 - b) The dog may not be replaced in the event of its death or other disposition, or if it is absent from the condominium for more than 60 days.
- 3) This prohibition does not apply to "Seeing-Eye" or other dogs which assist those with disabilities, subject to the following condition:
 - a) Within 30 days of becoming a resident, the owner must register the dog with the property manager, giving proof that the dog is properly licensed and inoculated, and is a legitimate helping dog.
- 4) No dog is permitted in any portion of the common areas unless carried or on a leash.
- 5) The owner is responsible for removing any excrement that the dog leaves in the common areas.

ATTEST: HAMPSHIRE, Marianne L. Donohue, REGISTER
MARIANNE L. DONOHUE

CERTIFICATE OF APPOINTMENT AND ACCEPTANCE

COACHLIGHT CONDOMINIUM TRUST

JUN 6 9 1999

This is to certify that at a meeting duly called and held on October 21, 1998, and pursuant to section 3.1 of the Coachlight Condominium Trust under Declaration of Trust dated July 30, 1996 and recorded with the Hampshire County Registry of Deeds in Book 2775, Page 141, that the following Trustees were duly elected by the unit owners more than fifty-one percent (51%) of the beneficial interest in the Coachlight Condominium Trust:

Rebecca Ikehara
Rebecca Ikehara

Daryl Delisle
~~Daryl~~ Delisle

David Asselin
David Asselin

Maria Petrie
Maria Petrie

and that said new Trustees so appointed do hereby acknowledge and accept their appointment as Trustees.

COMMONWEALTH OF MASSACHUSETTS

Hampshire County, ss

October 21, 1998

Then personally appeared the above named Rebecca Ikehara, Darryl Delisle, David Asselin and Maria Petrie, as foresaid, and acknowledged the foregoing instrument to be their free act and deed, before me,

Bonnie J. Bodin
Notary Public

My commission expires:

MY COMMISSION EXPIRES JANUARY 19, 2004

Hampshire ss

_____, 1998 at ____ o'clock and ____ minutes ____ (month) ____ (day) Rec'd ent'd and exam'd with Hampshire Reg. of Deeds, Book ____ Page ____.

Attest _____
Register

ATTEST: HAMPSHIRE, Marianne L. Donohue, REGISTER
MARIANNE L. DONOHUE

COACHLITE CONDOMINIUM TRUST

Annual Meeting

October 18, 1994

I. Board of Trustees Introduction:

- A. Opening remarks
- B. Year in retrospect
- C. Overview of Trust Budget
- D. Statement of financial condition

II. Property Management Report:

- A. Capital improvements completed
- B. Current issues/ongoing maintenance
- C. Planned improvements

III. Election of Trustees, Nominations from the Floor

IV. Vote to Change Name of Trust to Coachlight

V. General Discussion, Issues from the Floor

VI. Adjourn

ADDRESS CORRESPONDENCE TO: 71 South Pleasant St. Amherst, MA 01002

BOARD OF TRUSTEES Derrick Feuerstein Thomas Haggerty Scott Spiegel
Becky Ikehara Daniel Milberg Michele Bumbaugh

COACHLITE CONDOMINIUM TRUST
MINUTES OF THE ANNUAL MEETING
October 18, 1994 7:00 - 9:00 pm
Offices of Sage and Seaver, Amherst, MA

The Annual Meeting of the Coachlite Condominium Association was called to order by Chairperson Dan Milberg. Present were five Trustees, namely: Michele Bumbaugh, Tom Haggerty, Becky Ikehara, Dan Milberg, and Scott Spiegel; unit owners Daryl DeLisle and Andre Lapierre; David Gates of Congate and Property Manager Frank Lucchesi. With more than 50% of the beneficial interest represented in person or by proxy (61.58%), a quorum was present. All persons present introduced themselves. Becky presented a current profile of Coachlite owners which was prepared by Frank: 42% owner-occupants, 26% local investors, 30% outside investors, 2% banks (the figures from last year were 31%, 22%, 38%, and 9%, respectively).

Dan Milberg and Frank Lucchesi summarized events and activities which happened over the course of the past year. These included: parking lot lighting completed, foyers remodelled, energy audit completed, laundry rooms renovated and new/additional equipment installed, accountant retained who prepared financial reviews for two most recent fiscal years, former pool area grass-seeded and improved with additions of benches, BBQs and also trees, swings moved from parking lot to backlot, Rules and Regulations revised (including a system of fines for infractions), replacement window program approved, funds approved for security system upgrade, proposal solicited from interior designer for overhaul of interiors. Projects in progress include: installation of the security system, new sign for the front, interior renovations. Lighting in the hallways is being upgraded as lights go out. Distributed at the meeting were current financial statements, including a comparison of the 1994 budgeted amounts and income/expenditures through Sept 30 (9 months), a pro forma balance sheet (through Sept 30), and a current collection statement. We did fairly well in estimating our expenses (and fee collection rate). Unexpected expenses included repairs to the fire alarm system (due to vandalism), the water problem in 4G. The other variance items that were out of line were snow removal (because of the snowy winter), the professional fees (since we had two financial reviews done), and grounds/maintenance (some items charged to this line were properly improvements). It was noted that in collections, Berkshire Trust is the big problem.

Suggestions for next year's capital improvements include repaving the parking lot, installing speed bumps, re-doing the interiors, and more extensive landscaping. All owners are invited to contribute suggestions.

The following issues were voted by the owners:

- (1) The minutes of last year's meeting were approved.
- (2) Becky Ikehara, Tom Haggerty, Scott Spiegel, and Andre Lapierre were nominated for the four vacancies on the Board. This slate was duly elected.
- (3) The proposal to change the name "Coachlite" to "Coachlight" was approved.

The meeting was then officially adjourned.

RULES AND REGULATIONS
COACHLIGHT CONDOMINIUM TRUST
Approved by the Board of Trustees November 18, 1997

We, the undersigned Trustees (the "Trustees") of the Coachlight Condominium Trust (the "Trust"), under Declaration of Trust recorded with the Hampshire County Registry of Deeds in Book 2850, Page 329, hereby adopt the following Rules and Regulations:

1. RENTALS

1.A) Before any unit can be rented or leased, the unit owner must file an application for approval of tenants with the property manager for approval by the Trustees, on a form provided by them. The Trustees and the property manager are authorized to approve the application within two business days. No later than ten days after a tenant takes up residence the unit owner must provide the property manager with a photocopy of the lease signed by the approved tenant, including the names of all the occupants of the unit.

1.B) A unit owner who rents a unit in violation of these provisions shall pay to the Trustees a fine of five hundred dollars (\$500.00). This fine is payable on demand and will be posted to the unit owner's account. No prior notice is required. The imposition of this fine is not conditional on the status of any legal proceedings involving the unit owner.

1.C) In order to offset maintenance costs, unit owners will be charged a fee of fifty dollars (\$50.00) whenever a new resident or tenant moves in to a unit.

2. MISUSE

No part of the property shall be used for any purpose except housing and the common recreational purposes for which the property was designed. No part of the property shall be used in a manner inconsistent with its purpose.

3. OBSTRUCTION

There shall be no obstruction of the common areas, nor shall anything be stored in the common areas, without prior consent of the Trustees except as herein or in the by-laws expressly provided. Unit owner and/or occupants shall not deposit rubbish, debris, and other unsightly materials in the common areas.

4. STRUCTURE

Nothing shall be done in any unit or in, on or to the common areas which will impair the structural integrity of any building or which would structurally change any of the building.

5. INSURANCE

Nothing shall be done or kept in any unit or in the common areas which will increase the rate of insurance of the building, or contents thereof, applicable for residential use, without the prior written consent of the Trustees. No unit owner or occupant shall permit anything to be done or kept in his or her unit or in the common areas which would result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste shall be permitted in the common areas except where provision is made.

6. WINDOWS

Unit owners or occupants shall not cause or permit anything to be hung or displayed on the outside of any window, or placed on the outside doors of the building, and no sign, awning, canopy, shutter or radio or television antenna (except for a master antenna system) shall be affixed to or placed upon the exterior walls, doors, roof, or any part thereof, or exposed on or at any window, without the prior written consent of the Trustees.

7. LAUNDRY

No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out of a unit or exposed on any part of the common areas. Unit owners or occupants shall not sweep from or permit to be swept or thrown therefrom the doors or windows any dirt or other substance.

8. GARBAGE CANS

No garbage cans shall be placed in any of the halls or on the staircases or landings, nor shall anything be hung from the windows or placed upon the windowsills. No rugs or mops shall be shaken or hung from or on any of the windows or doors.

9. DRAPES & BLINDS

Draperies or curtains must be installed by each unit owner or occupant on all windows of his or her unit and must be maintained in good condition in said windows at all times. The color of the portion of said draperies, blinds, or curtains visible from the exterior shall conform to the standards specified by the Board of Trustees.

10. BUSINESS USE

No industry, business, trade, or occupation of any kind, commercial, religious, educational, or otherwise designed for profit, altruism, or otherwise shall be conducted, maintained or permitted in any part of the property, nor shall any "For Sale", "For Rent", or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the property or in any unit therein without the written consent of the Board of Trustees, but in no event will any sign be larger than one (1') foot by two (2') feet. No unit shall be used or rented for transient, hotel, or motel purposes. The right is reserved by the Board of Trustees, or its agent, to place "For Sale", "For Rent", or "For Lease" signs on any unsold or unoccupied units.

11. ELECTRICAL

All radio, television or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the unit owner or occupant shall be liable for any damage or injury caused by any radio, television, or electrical equipment in such unit.

12. BICYCLES, ETC.

Except in recreational or storage areas designated as such by the Trustees, there shall be no playing, lounging, or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, shopping carts, benches or chairs, on any part of the common areas. Storage by unit owners or occupants in areas designated by the Board of Trustees shall be at the unit owner or occupant's risk.

13. PRESERVATION

Each unit owner or occupant shall keep his or her unit and storage enclosure in a good state of preservation, repair and cleanliness.

14. OFFENSIVE ACTIVITIES

No noxious or offensive activity shall be carried on in any unit, or in the common areas, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other unit owners or occupants. No unit owner or occupant shall make or permit any disturbing noises by him/herself, his or her family, servants, employees, agents, visitors, and licensees, nor permit anything by such persons that will interfere with the rights, comforts, or convenience of other unit owners or occupants. No unit owner or occupant shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a sound system, television set, or radio in his or her unit at unreasonable hours or at unreasonable volumes that would disturb or annoy other occupants of the building. No unit owner or occupant shall

conduct or permit to be conducted; vocal or instrumental practice, nor give nor permit to be given vocal or instrumental instruction at any time.

15. FLAMMABLE MATERIALS

No unit owner or occupant nor any of his or her agents, licensees, or visitors shall, at any time, bring in or keep any flammable, combustible or explosive fluid or material, chemical, or substance, except such cleaning fluids as are customary for residential use.

16. VANDALISM

Nothing shall be altered, defaced or constructed in or removed from the common areas and facilities, except upon the written consent of the Trustees. Unit owners and occupants shall not damage common areas in any manner whatsoever.

17. DECORATIONS

No public hall of the building nor any portion of the common area shall be decorated or furnished by any unit owner or occupant in any manner.

18. KEYS

If any key or keys are entrusted by a unit owner or occupant or any member of his or her family or by his or her agent, servant, employee, licensee, or visitor to any agent of the Board of Trustees, whether for such unit or automobile, trunk, or other items of personal property, the acceptance of the key shall be at the sole risk of such unit owner or occupant, and the Board of Trustees shall not be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

19. PASS KEYS

The Board of Trustees, or its designated agent, may retain a pass key to each unit. No unit owner or occupant shall alter any lock or a knocker on any door of a unit without the written consent of the Board of Trustees. In case such consent is given, the unit owner or occupant shall ensure that the lock allows entry with the master pass key, or provide the Board of Trustees, or its designated agent, with an additional key, pursuant to its right of access to the unit.

20. EMERGENCY ENTRY

The agents of the Board of Trustees or the managing agent may enter any room or unit in the building at any time in case of emergency.

21. Automobiles

21.A) The speed limit on the property is ten (10) miles per hour.

21.B) Parking is by permit only. Permits may be obtained by filling out an application at the office of the property manager. Parking permit stickers must be picked up in person from the property manager and must be affixed to the rear window on the driver's side of the car or as determined by the Trustees.

21.C) Visitors must park in areas designated by the "Visitor Parking" signs. Visitors planning on a stay of more than 20 days must register with the property manager.

21.D) Repair of vehicles in the parking lot is not allowed. Vehicles may be towed at the owner's expense for violations including , but not limited to: parked without proper permit; parked in fire lane; parked on sidewalks or grass; unregistered, disabled, or inoperative vehicles. Any and all costs incurred due to a violation of these rules and regulations shall be charged to the unit owner.

21.E) Upon receipt of the first notice from the property manager of a complaint or violation, the owner of the vehicle in violation will have ten (10) days in which to remedy the situation. After the tenth day the vehicle may be towed.

22. FINES

The Board of Trustees, or its designated agent, shall have the authority to impose assessments on unit owners whenever it shall be determined that a unit owner or occupant of that unit owner's unit has violated a provision of these Rules and Regulations. Whenever an individual is deemed to have violated a provision for the first time, he or she shall be warned in writing; the second infraction shall be assessed at the rate of \$25.00; the third offense at the rate of \$50.00; the fourth offense at the rate of \$75.00; the fifth and subsequent offenses at the rate of \$100.00 each. The decision as to whether any activity is an infraction of these Rules and Regulations shall be decided by the Trustees and/or their designee.

23. COLLECTIONS

The Board of Trustees shall have the authority to impose late charges, interest, attorney's fees and costs, and any other associated or reasonable charges in connection with the collection of any outstanding condominium fees or expenses as permitted by law.

24. RENT COLLECTION

The Board of Trustees may collect rents from the tenants occupying those units where a non-residential unit owner is delinquent in payment of outstanding condominium fees or expenses as permitted by law.

25. AMENDMENT

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

26. FIRST MORTGAGE

Nothing herein shall be construed to affect adversely affect the rights of any first mortgagee as set forth in the Master Deed or Trust Documents.

27. DOGS

27.A) No dog may be kept at the condominium by any unit owner, tenant, resident or guest except as permitted in this regulation. This prohibition does not apply to dogs residing in the condominium prior to July 1, 1997 subject to the following conditions: a) Prior to August 1, 1997 the owner must register the dog with the property manager, giving proof that the dog is properly licensed and inoculated; b) The dog may not be replaced in the event of its death or other disposition, or if it is absent from the condominium for more than 60 days.

27.B) This prohibition does not apply to "Seeing-Eye" or other dogs which assist those with disabilities, subject to the following condition: c) Within 30 days of becoming a resident, the owner must register the dog with the property manager, giving proof that the dog is properly licensed and inoculated, and is a legitimate helping dog.

27.C) No dog is permitted in any portion of the common areas unless carried or on a leash. The owner is responsible for removing any excrement that the dog leaves in the common areas.

28. LEGAL CONFLICT

If any provision of these Rules and Regulations shall be determined to be invalid or shall conflict with any statute, then such invalidity or conflict shall not impair or affect the validity or enforceability of the other provisions of these Rules and Regulations.

COACHLIGHT CONDOMINIUM TRUST
RULES AND REGULATIONS

I/we, the undersigned, have read and understand the attached Coachlight Condominium Rules and Regulations, and agree to abide by the same during the term of our tenancy.

I/we have kept a copy of the Rules and Regulations for our reference.

Tenant's Signature

Tenant's Signature

Unit # applying for

Date

AMENDMENT TO MASTER DEED
FOR COACHLIGHT CONDOMINIUM

JAN 20 1998

Coachlight Condominium Trust, a Massachusetts corporation with a usual place of business at 71 South Pleasant Street, Amherst, Hampshire County, Massachusetts, hereby amends the Rules and Regulations of Coachlight Condominium dated July 30, 1986, recorded in Hampshire County Registry of Deeds, Book 2850, Page 329, by deleting the existing Rules and Regulations in entirety and replacing with the attached.

EXECUTED as a sealed instrument this _____ day of _____, 1997.

[Signature]
Derrick Feuerstein-Trustee as aforesaid and not Individually

Trustees of the Coachlight Condominium Trust
[Signature]
Thomas Haggerty-Trustee as aforesaid and not Individually

[Signature]
Rebecca Ikehara-Trustee as aforesaid and not Individually

[Signature]
Daniel Milberg-Trustee as aforesaid and not Individually

[Signature]
Darryl Delisle-Trustee as aforesaid and not Individually

[Signature]
Michele Bumbaugh-Trustee as aforesaid and not Individually

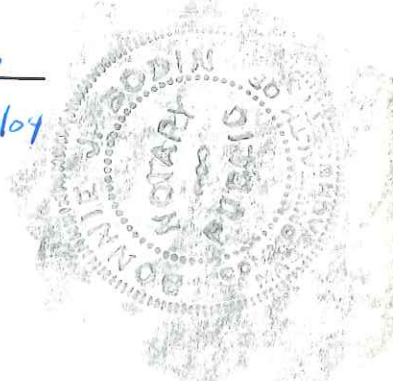
[Signature]
Dave Asselin-Trustee as aforesaid and not Individually

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss Dec 29, 1997, 1997

Then personally appeared the above named Derrick Feuerstein, Thomas Haggerty, Rebecca Ikehara, Daniel Milberg, Darryl Delisle, Michele Bumbaugh and Dave Asselin, Trustees of Coachlight Condominium Trust and acknowledged the foregoing to be their free act and deed, as Trustees, before me,

[Signature]
Notary Public
my Commission expires 1/1904



Doc: 98000065 OR 15215/0250 01/02/1998 14:29

**RULES AND REGULATIONS
COACHLIGHT CONDOMINIUM TRUST
Approved by the Board of Trustees November 18, 1997**

We, the undersigned Trustees (the "Trustees") of the Coachlight Condominium Trust (the "Trust"), under Declaration of Trust recorded with the Hampshire County Registry of Deeds in Book 2850, Page 329, hereby adopt the following Rules and Regulations:

ROM :

1. RENTALS

1.A) Before any unit can be rented or leased, the unit owner must file an application for approval of tenants with the property manager for approval by the Trustees, on a form provided by them. The Trustees and the property manager are authorized to approve the application within two business days. No later than ten days after a tenant takes up residence the unit owner must provide the property manager with a photocopy of the lease signed by the approved tenant, including the names of all the occupants of the unit.

**RULES AND REGULATIONS
COACHLIGHT CONDOMINIUM TRUST**

We, the undersigned Trustees (the "Trustees") of the Coachlight Condominium Trust (the "Trust"), under Declaration of Trust recorded with the Hampshire County Registry of Deeds in Book 2850, Page 329, hereby adopt the following Rules and Regulations:

O :

1. RENTALS

1.A) Before any unit can be rented or leased, the unit owner must file an application for approval of tenants with the property manager for approval by the Trustees, on a form provided by them. An Info Center check must be run on all persons moving into the unit at the unit owners expense. If the renter of the unit is an agency, all unit occupants must go through the approval process, regardless of how often occupants may change. The trustees and the property manager are authorized to approve the application within two business days. No later than ten days after a tenant takes up residence the unit owner must provide the property manager with a photocopy of the lease signed by the approved tenant, including the names of all the occupants of the unit.

ATTEST: HAMPSHIRE, Marianne L. Donohue, REGISTERED
MARIANNE L. DONOHUE

AUG 11 2000

Amendment to Master Deed For Coachlight Condominium

Coachlight Condominium Trust, a Massachusetts corporation with a usual place of business at 79 South Pleasant Street, Amherst, Hampshire County, Massachusetts, hereby amends the Rules and Regulations of Coachlight Condominium dated July 30, 1986, recorded in Hampshire County Registry of Deeds, Book 2850, Page 329, by deleting paragraph 1A) Rentals and replacing with the attached.

EXECUTED as a sealed instrument this day of 2000.

Trustees of the Coachlight Condominium Trust

Daryl Delisle

Daryl Delisle-Trustee
As aforesaid and not
Individually

Johanna Halbeisen

Johanna Halbeisen-Trustee
As aforesaid and not
Individually

Maria Petrie

Maria Petrie-Trustee
As aforesaid and not
Individually

Michele Bumbaugh

Michele Bumbaugh-Trustee
As aforesaid and not
Individually

Peter Sullivan

Peter Sullivan-Trustee
As aforesaid and not
Individually

Becky Ikehara

Becky Ikehara-Trustee
As aforesaid and not
Individually

Derrick Feuerstein

Derrick Feuerstein-Trustee
As aforesaid and not
Individually

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss

August 1, 2000

Then personally appeared the above named Daryl Delisle, Maria Petrie, Peter Sullivan, Derrick Feuerstein, Johanna Halbeisen, Michele Bumbaugh, and Becky Ikehara, Trustees of Coachlight Condominium Trust and acknowledged the foregoing to be their free act and deed, as Trustees, before me,

Kimberly B. Graham
Notary Public

KIMBERLY BETH GRAHAM
Notary Public, Massachusetts
My Commission Expires February 7, 2006

2,2007

Coachlight Condominiums

72-74 Barrett Street, Northampton, Massachusetts

RULES AND REGULATIONS SUMMARY

The Board of Trustees and your neighbors would like Coachlight to be a comfortable, quiet, clean, and safe place for people to live. This is a summary and explanation of some of the most important rules.

You should have been given a copy of the full Rules & Regulations before you occupied your unit. If you have not read it, or do not understand it, please call the property manager, your landlord, or agency contact.

A special note to those coming here from human service agencies: Even though you may have been placed in your unit by an agency you have the same responsibilities as all other residents.

Peace And Quiet

Coachlight residents work different jobs and sleep at different times of the day and night. Please do not do anything that disturbs other residents. This includes making loud noises in your unit, the hallways, or parking lot. Your visitors must also take care not to disturb others.

Common Areas & Security

Please keep the hallways clear of clutter such as shoes, trash, strollers, and bicycles. Do not put anything in the doorways that will prevent the doors from closing properly. Do not bring shopping carts onto the property.

You must have a working telephone so that you can use the security system to admit visitors. Please ask your visitors to use the security system and not yell or honk outside your window.

Care of Your Unit

You must have curtains or blinds in all your windows. Blankets or sheets are not allowed. You may not place air conditioners, wind chimes, or bird feeders in your windows.

You must keep your unit clean. The property manager has the right to inspect your unit.

Alcohol and Smoking

Drinking alcohol is not allowed in the parking lot or in any of the public areas.

Smoking is allowed only inside your unit—not in the halls or laundry rooms. If you or your guests smoke outside, you or they must be more than 20 feet away from the building.

Pets

Dogs are not allowed at Coachlight.

Vehicles

You may not repair your car or other vehicle in the parking lot. Any vehicle parked in the lot must have a current registration and inspection sticker and must be in working order.

RULES AND REGULATIONS

Approved by the Board of Trustees

We, the undersigned Trustees (the "Trustees") of the Coachlight Condominium Trust (the "Trust"), under Declaration of Trust recorded with the Hampshire County Registry of Deeds in Book 2850, Page 329, hereby adopt the following Rules and Regulations:

1. RENTALS

1.A. Before any unit can be rented or leased, the unit owner must file an application for approval of tenants with the property manager for approval by the Trustees, on a form provided by them. An Info Center check must be run on all persons moving into the unit at the unit owner's expense. If the renter of the unit is an agency, all unit occupants must go through the approval process, regardless of how often occupants may change. The Trustees and property manager are authorized to approve the application within two business days. No later than ten days after a tenant takes up residence the unit owner must provide the property manager with a photocopy of the lease signed by the approved tenant, including the names of all the occupants of the unit.

1.B. A unit owner who rents a unit in violation of these provisions shall pay to the Trustees a fine of five hundred dollars (\$500.00). This fine is payable on demand and will be posted to the unit owner's account. No prior notice is required. The imposition of this fine is not conditional on the status of any legal proceedings involving the unit owner.

1.C. In order to offset maintenance costs, unit owners will be charged a fee of fifty dollars (\$50.00) whenever a new resident or tenant moves into a unit.

2. MISUSE

No part of the property shall be used for any purpose except housing and the common recreational purposes for which the property was designed. No part of the property shall be used in a manner inconsistent with its purpose.

3. OBSTRUCTION

There shall be no obstruction of the common areas, nor shall anything be stored in the common areas, without prior consent of the Trustees except as herein or in the by-laws expressly provided. Unit owners and/or occupants shall not deposit rubbish, debris, and other unsightly materials in the common areas.

4. STRUCTURE

Nothing shall be done in any unit or in, on, or to the common areas which will impair the structural integrity of any building or which would structurally change any of the building.

5. INSURANCE

Nothing shall be done or kept in any unit or in the common areas which will increase the rate of insurance of the building, or contents thereof, applicable for residential use, without the prior written consent of the Trustees. No unit owner or occupant shall permit anything to be done or kept in his or her unit or in the common areas which would result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste shall be permitted in the common areas except where provision is made.

6. WINDOWS

Unit owners or occupants shall not cause or permit anything to be hung or displayed on the outside of any window, or placed on the outside doors of the building, and no sign, awning, canopy,

shutter, or radio or television antenna (except for a master antenna system) shall be affixed to or placed upon the exterior walls, doors, roof, or any part thereof, or exposed on or at any window, without the prior consent of the Trustees.

7. LAUNDRY

No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out of a unit or exposed on any part of the common areas. Unit owners or occupants shall not sweep from or permit to be swept or thrown therefrom the doors or windows any dirt or other substance.

8. GARBAGE CANS

No garbage cans shall be placed in any of the halls or on the staircases or landings, nor shall anything be hung from the windows or placed upon the windowsills. No rugs or mops shall be shaken or hung from or on any of the windows or doors.

9. DRAPES AND BLINDS

Draperies or curtains must be installed by each unit owner or occupant on the windows of his or her unit and must be maintained in good condition in said windows at all times. The color of the portion of said draperies, blinds, or curtains visible from the exterior shall conform to the standards specified by the Board of Trustees.

10. BUSINESS USE

No industry, business, trade, or occupation of any kind, commercial, religious, educational, or otherwise designed for profit, altruism, or otherwise shall be conducted, maintained or permitted in any part of the property, nor shall any "For Sale", "For Rent", or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the property or in any unit therein without the written consent of the Board of Trustees, but in no event will any sign be larger than one foot (1') by two feet (2'). No unit shall be used or rented for transient, hotel, or motel purposes. The right is reserved by the Board of Trustees, or its agent, to place "For Sale", "For Rent", or "For Lease" signs on any unsold or unoccupied units.

11. ELECTRICAL

All radio, television or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the unit owner or occupant shall be liable for any damage or injury caused by any radio, television, or electrical equipment in such unit.

12. BICYCLES, ETC.

Except in recreational or storage areas designated as such by the Trustees, there shall be no playing, lounging, or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, shopping carts, benches or chairs, on any part of the common areas. Storage by unit owners or occupants in areas designated by the Board of Trustees shall be at the unit owner's or occupant's risk.

13. PRESERVATION

Each unit owner or occupant shall keep his or her unit and storage enclosure in a good state of preservation, repair and cleanliness.

14. OFFENSIVE ACTIVITIES

No noxious or offensive activity shall be carried on in any unit, or in the common areas, nor shall

anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other unit owners or occupants. No unit owner or occupant shall make or permit any disturbing noises by him/herself, his or her family, servants, employees, agents, visitors, and licensees, nor to permit anything by such persons that will interfere with the rights, comforts, or convenience of other unit owners or occupants. No unit owner or occupant shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a sound system, television set, or radio in his or her unit at unreasonable hours or at unreasonable volumes that would disturb or annoy other occupants of the building. No unit owner or occupant shall conduct or permit to be conducted, vocal or instrumental practice, nor give or permit to be given vocal or instrumental instruction at any time.

15. FLAMMABLE MATERIALS

No unit owner or occupant nor any of his or her agents, licensees, or visitors shall, at any time, bring in or keep any flammable, combustible or explosive fluid or material, chemical, or substance, except such cleaning fluids as are customary for residential use.

16. VANDALISM

Nothing shall be altered, defaced or constructed in or removed from the common areas and facilities, except upon the written consent of the Trustees. Unit owners and occupants shall not damage common areas in any manner whatsoever.

17. DECORATIONS

No public hall of the building nor any portion of the common area shall be decorated or furnished by any unit owner or occupant in any manner.

18. KEYS

If any key or keys are entrusted by a unit owner or occupant or any member of his or her family by his or her agent, servant, employee, licensee, or visitor to any agent of the Board of Trustees, whether for such unit or automobile, trunk, or other items of personal property, the acceptance of the key shall be at the sole risk of such unit owner or occupant, and the Board of Trustees or its designated agent shall not be liable for any injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

19. PASS KEYS

The Board of Trustees, or its designated agent, may retain a pass key to each unit. No unit owner or occupant shall alter any lock or a knocker on any door of a unit without the written consent of the Board of Trustees. In case such consent is given, the unit owner or occupant shall ensure that the lock allows entry with the master pass key, or shall provide the Board of Trustees or its designated agent with an additional key, pursuant to its right of access to the unit.

20. EMERGENCY ENTRY

The agents of the Board of Trustees, or the managing agent, may enter any room or unit in the building at any time in case of emergency.

21. AUTOMOBILES

21.A. The speed limit on the property is ten (10) miles per hour.

21.B. Parking is by permit only. Permits may be obtained by filling out an application at the office of the property manager. Parking permit stickers must be picked up in person from the property manager and must be affixed to the rear window on the driver's side of the car or as determined by the Trustees.

21.C. Visitors must park in areas designated by the "Visitor Parking" signs. Visitors planning on a stay of more than twenty (20) days must register with the property manager.

21.D. Repair of vehicles in the parking lot is not allowed. Vehicles may be towed at the owner's expense for violations including, but not limited to: parked without proper permit; parked in fire lane; parked on sidewalks or grass; unregistered, disabled, or inoperable vehicles. Any and all costs incurred due to a violation of these rules and regulations shall be charged to the unit owner.

21.E. Upon receipt of the first notice from the property manager of a complaint or violation, the owner of the vehicle in violation will have ten (10) days in which to remedy the situation. After the tenth day the vehicle may be towed.

22. FINES

The Board of Trustees, or its designated agent, shall have the authority to impose assessments on unit owners whenever it shall be determined that a unit owner or occupant of that unit owner's unit has violated a provision of these Rules and Regulations. Whenever an individual is deemed to have violated a provision for the first time, he or she shall be warned in writing; the second infraction shall be assessed at the rate of \$50.00; the third offense at the rate of \$100.00; the fourth offense at the rate \$200.00; the fifth and subsequent offenses at the rate of \$200.00 each. The decision as to whether any activity is an infraction of these Rules and Regulations shall be decided by the Trustees and/or their designee.

23. COLLECTIONS

The Trustees shall have the authority to impose late charges, interest, attorney's fees and costs, and any other associated or reasonable charges in connection with the collection of any outstanding condominium fees or expenses as permitted by law.

24. RENT COLLECTION

The Board of Trustees may collect rents from the tenants occupying those units where a non-residential unit owner is delinquent on payment of outstanding condominium fees or expenses as permitted by law.

25. AMENDMENT

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

26. FIRST MORTGAGE

Nothing herein shall be construed to adversely affect the rights of any first mortgagee as set forth in the Master Deed or Trust Documents.

27. DOGS

27.A. No dog may be kept at the condominium by any unit owner, tenant, resident or guest except as permitted in this regulation. This prohibition does not apply to dogs residing in the condominium prior to July 1, 1997 subject to the following conditions:

Prior to August 1, 1997 the owner must register the dog with the property manager, giving proof that the dog is properly licensed and inoculated;

The dog may not be replaced in the event of its death or other disposition, or if it is absent from the condominium for more than sixty (60) days.

27.B. This prohibition does not apply to "Seeing-Eye" or other dogs which assist those with

disabilities, subject to the following condition:

Within thirty (30) days of becoming a resident, the owner must register the dog with the property manager, giving proof that the dog is properly licensed and inoculated, and is a legitimate helping dog.

27.C. No dog is permitted in any portion of the common areas unless carried or on a leash. The owner is responsible for removing any excrement that the dog leaves in the common areas.

28. ALCOHOL

Alcoholic beverages may not be consumed anywhere in the common areas of the Condominium.

29. LEGAL CONFLICT

If any provision of these Rules and Regulations shall be determined to be invalid or shall conflict with any statute, then such validity or conflict shall not impair or affect the validity or enforceability of the other provisions of these Rules and Regulations.