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THE ORCHARD AT COLD SPRING COMMONS CONDOMINIUM TRUST

Declaration of Trust

This Declaration of Trust made this 4th day of August, 2004, by **HAP, Inc.**, a corporation organized under the laws of the Commonwealth of Massachusetts, (hereinafter called the "Declarant").

WITNESSETH:

**ARTICLE I
Name of Trust**

The Trust hereby created shall be known as "**The Orchard at Cold Spring Commons Condominium Trust**", and under that name, so far as legal, convenient and practicable, shall all business carried on by the Trustee be conducted and shall all instruments in writing by the Trustee be executed.

**ARTICLE II
The Trust and Its Purpose**

Section 1. All of the rights and powers in and with respect to the common areas and facilities (hereinafter called the "Common Elements") of The Orchard at Cold Spring Commons Condominium (hereinafter called the "Condominium"), established by a Master Deed of even date and recorded herewith, which are by virtue of the provisions of Chapter 183A of the Massachusetts General Laws (hereinafter called "Chapter 183A") conferred upon or exercisable by the organization of unit owners of the Condominium, and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder shall vest in the Trustees as joint tenants, with right of survivorship, as Trustees of this Trust, in trust to exercise, manage, administer and dispose of the same and to receive the income thereof for the benefit of the owners of record from time to time of units of the Condominium (hereinafter called the "Unit Owners"), according to the schedule of beneficial interest set forth in the Master Deed, as provided in Article IV, Section 1, hereof, and in accordance with the provisions of said Chapter 183A, this Trust being the organization of the Unit Owners established pursuant to the provisions of said Chapter 183A for the purposes therein set forth.

Section 2. It is hereby expressly declared that a trust and not a partnership has been created and that the Unit Owners are

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forth.

Section 2. It is hereby expressly declared that a trust and not a partnership has been created and that the Unit Owners are beneficiaries and not partners or associates or any other relation whatever among themselves with respect to the trust property, and hold no relation to the Trustees other than as beneficiaries, with only such rights as are conferred upon them as such beneficiaries hereunder and under and pursuant to the provisions of said Chapter 183A.

**ARTICLE III
The Trustees**

Section 1. There shall be a Board of Trustees hereunder consisting initially of three (3) individuals chosen by the Declarant (the "Initial Board"), each to serve for a term which shall expire upon the earliest to occur of the following events: (a) nine (9) months after one hundred percent (100%) of the units have been conveyed to unit purchasers; or (b) four (4) years following the conveyance of the first unit. Notwithstanding any other term or provision of this Trust to the contrary: (A) the Unit Owners shall have no power or right to remove the Initial Board, nor to appoint any additional or successor Trustees, until the expiration of the term of said Initial Board shall have expired as set forth in the immediately preceding sentence; and (B) during the term of the Initial Board, any vacancy in the office of a Trustee, however caused, shall be filled only by the designation of the Declarant of the Master Deed.

The Initial Board so chosen are the Trustees named herein:

Michelle M. McAdaragh, 40 Woodlawn Street, South Hadley, MA 01075
Beverly Ann Barry, 921 West Street, Ludlow, MA 01056
James R. Reis, 108 Coles Meadow Road, Northampton, MA 01060

Section 2. After the term of the Initial Board, there shall at all subsequent times be a Board of Trustees hereunder consisting of not less than three (3) nor more than five (5) natural persons, but in any event on odd number, as shall be determined by vote of Unit Owners entitled to no less than fifty-one percent (51%) of the beneficial interest hereunder.

Section 3. After the expiration of the term of the Initial Board, if and when the number of Trustees shall become less than three (3), a vacancy or vacancies in said office shall be deemed

to exist. Each such vacancy shall be filled by written instrument setting forth (a) the appointment of a natural person to act as such Trustee, signed (i) by Unit Owners entitled to not less than fifty-one percent (51%) of the beneficial interest hereunder or (ii) if the Unit Owner(s) entitled to such percentage have not made such an appointment within thirty (30) days after the occurrence of such vacancy, by the remaining Trustees and acknowledged by one of the signatories; and (b) the acceptance of such appointment, signed and acknowledged in proper form for recording by the Hampshire County Registry of Deeds of a certificate of such appointment, signed and accepted as aforesaid, and such person shall then be and become such Trustee and shall be vested with the title to the Trustee property, jointly with the remaining or surviving Trustee or Trustees, without the necessity of any act or transfer or conveyance. If, for any reason, any such vacancy in the office of Trustee shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a Trustee to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any Unit Owner and notice to the other Unit Owners and all Trustees and to such other parties in interest, if any, to whom the court may direct that notice be given. Such appointment shall become effective upon the recording with the Hampshire County Registry of Deeds of a certificate or order of such appointment. Notwithstanding anything to the contrary in this Section 3, despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining or surviving Trustees, subject to the provisions of the immediately following Section 4, shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

Section 4. In all matters relating to the administration of the Trust hereunder and exercise of the powers hereby conferred, the Trustees shall act by majority vote, provided that in no case shall a majority consist of less than two (2). The Trustees may so act without a meeting by instrument signed by all Trustees.

Section 5. Any Trustee may resign at any time by instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds, and such resignation shall take effect upon the recording of such instrument with said Registry of Deeds. After reasonable notice and opportunity to be heard before the Board of Trustees, a Trustee (except a Trustee chosen by the Declarant) may be removed from office, with or without cause, by an instrument in writing signed by Unit Owners entitled to more than fifty per cent (50%) of the beneficial interest, such instrument to take effect upon the recording thereof with said Registry of Deeds.

Section 6. No Trustee named or appointed as hereinbefore provided, whether as original Trustee or as successor to or as substitute for another, shall be obligated to give any bond or surety or other security for the performance of any of his duties hereunder, provided, however, that Unit Owners entitled to more than fifty per cent (50%) of the beneficial interest hereunder may at any time, by instrument in writing signed by them and delivered to the Trustee or Trustees affected, require that any one or more of the Trustees shall give a bond in such amount and with such sureties as shall be specified in such instrument. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

Section 7. 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 interest or gain or by reason of anything except his own personal and willful malfeasance and default.

Section 8. No Trustee shall be disqualified by his office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his interest individually or the Trustees' interest or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any other reason), as vendor, purchaser or otherwise, nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which any Trustee shall be in any way interested be avoided nor shall any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relationship hereby established, provided the Trustee shall act in good faith and shall disclose to the other Trustees the nature of his interest before the dealing, contract, or arrangement is entered into.

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

self-dealing.

Section 9. The Trustees and each of them shall be entitled to indemnity both out of the trust property and by the Unit Owners against any liability incurred by them or any of them in the execution hereof, including, without limitation, liabilities in contract and in tort and liabilities for damages, penalties and fines. 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.

Section 10. The Trustees shall elect from their number, at the annual meeting of the Trustees, a Chairman, Treasurer, and Secretary, who shall have such duties as are determined by the Trustees.

Section 11. The compensation of the Trustees shall be determined at each annual meeting of Unit Owners, except for the Initial Board of Trustees chosen by the Declarant who agree to serve without compensation.

ARTICLE IV

Beneficiaries and the Beneficial Interest in the Trust

Section 1. The beneficiaries shall be the Unit Owners of the Condominium, for the time being. The beneficial interest in the Trust hereunder shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium, all as set forth in Exhibit C of the Master Deed, incorporated herein by reference with the same force and effect as though fully set forth in the body of this instrument.

Section 2. The beneficial interest of each Unit of the condominium shall be held and exercised as a unit and shall not be divided among several owners of any such Unit. To that end, whenever any of said Units is owned of record by more than one person, the several owners of such Unit shall:

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

(b) notify the Trustees of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees of such notice, and may be changed at any time and from time to

time by notice as aforesaid. In the absence of any such notice of designation, the Board of Trustees may, by majority vote, designate any one of such owners for such purposes.

Section 3. A Unit Owner may vote in person or by a written proxy dated no earlier than six (6) months prior to the date of the meeting at which such vote is taken. A proxy purporting to be executed by or on behalf of a Unit Owner shall be deemed valid unless challenged at or prior to its exercise. A proxy with respect to a Unit held in the names of two or more persons shall be valid if executed by one of them, unless at or prior to the exercise of the proxy, the Trustees receive specific notice to the contrary from any one of said persons.

ARTICLE V
By-Laws

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

Section 1. Powers and Duties of Trustees.

The Board of Trustees shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Master Deed or by this Trust may not be delegated to the Board of Trustees by the Unit Owners. Such powers and duties of the Board of Trustees shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the Common Elements.
- (b) Determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Condominium.
- (c) Collection of the common charges from the Unit Owners.
- (d) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.
- (e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Condominium.
- (f) Opening of bank accounts on behalf of the Condominium

and designating the signatories required therefor.

(g) Leasing, managing and otherwise dealing with such community facilities as may be provided for in the Master Deed as being common areas and facilities ("Common Elements").

(h) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to it or purchased by it as the result of enforcement of the lien for common expenses, or otherwise.

(i) Obtaining of insurance for the Condominium, including the Units, pursuant to the provisions hereof.

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

(k) Enforcing obligations of Unit Owners; to enforce the rules and regulations of the Condominium; to allocate income and expenses; and to do anything and everything else necessary and proper for the sound management of the Condominium. In the event of a violation of any provision of the Master Deed, the Condominium Trust, By-Laws or Rules or Regulations the Trustees of The Orchard at Cold Spring Commons Condominium Trust shall have the authority to levy reasonable fines for said violations, and the Board of Trustees shall have the power to require such Unit Owner to post a bond to secure adherence to the rules.

(l) Purchase or lease a Unit for use by a resident manager.

(m) Grant or relocate easements or licenses.

(n) Enter into management contracts for the management of the Common Elements.

(o) The Board of Trustees shall have the power to authorize individual Unit Owners, at their own cost and expense and at their own risk, to make alterations to said Units which are part of the Common Elements; provided that such work does not structurally weaken the Buildings or interfere with pipes, wires, ducts, or conduits located with said walls or roof.

(p) Borrow loans and assign as collateral to secure loans to the Condominium Association all income due or to become due to the Association, including the right to receive common

expense assessments from Unit Owners within the Condominium and together with all rights to income and profits thereof, whether now existing or hereafter arising, and including the Association's interest in and to any bank accounts, certificates of deposit and other investments or the proceeds or products thereof and specifically, common assessments and/or special assessments due or to become due from Unit Owners within the Condominium, all reserve funds, the statutory rights of the Association to impose a lien on each unit pursuant to M.G.L. ch. 183A, Section 6(c), and to foreclose such lien in the event of default, and the rights granted to Assignor pursuant to Ch. 183A, Section 13.

(q) The agents of the Board of Trustees or the managing agent, and any contractor or workman authorized by the Board of Trustees or the managing agent, may enter any room or Unit in the buildings at any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such Unit for maintenance and repair purposes and for the purpose of performing work.

(r) Obtaining advice of counsel and relying thereon, and employing, appointing and removing such other persons, agents, managers, officers, brokers, engineers, architects, accountants, employees, servants and assistants as they shall deem advisable, and defining their respective duties and fixing their pay and compensation; provided, however, no Trustee shall be held personally liable for the acts or default of any such person.

Section 2. Common Expenses, Profits and Funds.

A. Each Unit Owner shall be liable for common expenses and shall be entitled to common profits of the Condominium according to his respective percentage of undivided interest in the Common Elements as set forth in Exhibit C of the Master Deed which is incorporated herein by reference with the same force and effect as though fully set forth in the body of this instrument. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees may, to such extent as they deem advisable, but in no event less than ten percent (10%) of the annual projected expenses, 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 the following Section 3, 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.

B. At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the Board of Trustees shall estimate the common expenses expected to be incurred during such fiscal year, together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessment, and each Unit Owner thereafter shall pay one-twelfth of his share of the estimated common expenses monthly in advance on the first day of each month. In the event that the Board of Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, the Board of Trustees shall make a supplemental assessment or assessments and render statements therefor in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The Board of Trustees may in its discretion provide for payments of statements in monthly or other installments. In order to create a reserve fund for future contingencies, the Board of Trustees may assess from time to time, in addition to the foregoing assessments, each Unit Owner for a sum or sums sufficient to provide the Condominium Trust with sufficient capital to meet emergencies and other contingencies. The amounts due hereunder, together with interest thereon, if not paid when due, at a rate equal to twelve percent (12%) per annum, shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to the provisions of Section 6 of said Chapter 183A.

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

D. The Trustees, for so long as the Condominium is subject to real estate taxes as a whole, shall maintain a fund sufficient in their judgment to provide a reserve to pay such real estate taxes when such are due and payable. Such reserve shall be maintained in a separate and segregated account to be known as the Tax Escrow Account and shall be utilized solely for the payment of said taxes.

Said Tax Escrow Account shall be funded by the payment, at the time of sale of each Unit during such period as the Condominium is taxed as a whole, of an amount equal to the then known tax bill multiplied by the number of months expired in the then taxing period plus one (1) and further multiplied by such Unit's Beneficial Interest. Thereafter, the Unit Owner shall make monthly payments on the first of each month equal to the Unit's proportionate share of said tax bill so that said account

equals the known tax bill one (1) month prior to its due date. The Trustees may make additional assessments or refund payments at such time as the actual bill to be paid is determined. Payments for unsold Units shall be made by the Declarant one (1) month prior to the date such tax payment is due. To the extent that any Unit Owner is required to make monthly payments on account of real estate taxes to a bank or institutional lender holding a first mortgage on such Unit, such Unit Owner shall be excused from making payments to the said Tax Escrow Account; provided, however that the Unit Owner thereof shall use his best efforts and cooperate with the Trustees in obtaining the consent of such mortgagee to payments to this Account in lieu of payments to such mortgagee.

At such time as the taxing authority assesses the Units and their respective undivided interest in the Common Elements separately, the funds held in said Tax Escrow Account shall be refunded to the Unit Owners in proportion to their then held payments thereto and the Tax Escrow Account shall be closed.

Any late charge or penalty assessed by the taxing authority shall be paid, proportionately, by the Unit Owner, or Owners, so causing such.

Section 3. Insurance.

A. 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 as the insured, and with loss proceeds payable to, the Trustees hereunder, as Insurance Trustees for all of the Unit Owners and their respective mortgagees, as their interests may appear, such insurance to cover the Units, all other portions of the buildings, and all other insurable improvements forming part of the Common Elements; but not including:

(a) the furniture, furnishings or other personal property of the Unit Owners, whether within the Units, or elsewhere; or

(b) improvements within a Unit made by the Owners thereof subsequent to the first sale of such Unit by the Declarant, as to which it shall be the separate responsibility of the Unit Owners to insure. Such insurance shall, unless the same is not obtainable, be maintained in an amount equal to not less than the replacement value (exclusive of foundations), as determined by the Trustees, of the insured property, and shall insure against:

(i) loss or damage by fire and other hazards covered by

the standard extended coverage endorsement; and

(ii) 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, earthquake, and boiler and machinery explosion or damage.

B. All policies of casualty or physical damage insurance shall, unless the same is not obtainable, provide:

(a) that such policies may not be cancelled, terminated or substantially modified without at least twenty (20) days written notice to the insured;

(b) that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such election may not be exercisable without the approval of the Trustees and may not be exercisable if in conflict with the terms of the Trust or these By-Laws;

(c) for waiver of subrogation as to any claims against the Trust, the Trustees, the manager, agents, employees, the Unit Owners and their respective employees, agents and guests;

(d) for waivers of any defense based upon the conduct of any insured; and

(e) in substance and effect that the insurer shall not be entitled to contribution as against any casualty insurance for which may be purchased separately by Unit Owners.

C. The Trustee or Trustees hereunder designated as Insurance Trustee or Trustees as aforesaid shall collect and receive all casualty loss insurance proceeds and shall hold, use, apply and disburse the same in accordance with applicable provisions of the following Section 4 of this Article V. With respect to losses which affect portions or elements covered by such insurance of more than one Unit to different extent, the proceeds relating thereto shall be used, applied and disbursed by the Trustees in their judgment, in a fair and equitable manner.

D. The Trustees shall also so obtain and maintain, unless the same is not obtainable, master policies of insurance with respect to the Common Elements for the benefit and protection of the Trustees and all of the Unit Owners, for:

(a) comprehensive public liability;

(b) workmen's compensation and employees liability with

respect to any manager, agent, or employee of the Trust;

(c) such other risks as the Trustees in their discretion deem it appropriate to insure.

All such insurance shall be in such amounts and form as the Trustees shall in their discretion deem appropriate, and shall, insofar as practicable, contain provisions as above set forth with respect to non-cancellation, waiver of subrogation, waiver of defense based on conduct of any insured, and non-contribution.

Such insurance shall not cover the liability of any Unit Owner as to claims arising out of incidents occurring within his own Unit, but shall be the responsibility of each Unit Owner to maintain public liability insurance therefor. The Trustees may elect to include the managing agent of the Condominium as a party insured under policies of insurance described in this Paragraph D.

E. The cost of all such insurance obtained and maintained by the Trustees pursuant to the provisions of this Section 3 shall be a common expense.

Section 4. Rebuilding and Restoration; Improvements.

A. In the event of any casualty loss to the trust property, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten per cent (10%) 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 per cent (10%) of such value, the Trustees shall proceed, without notice to the Unit Owners, with the necessary repairs, rebuilding, or restoration. If said casualty loss exceeds ten per cent (10%) of the value of the Condominium prior to the casualty, and:

(a) If seventy-five per cent (75%) in interest of the Unit Owners do not agree within 120 days after the date of the casualty to proceed with repair or restoration, the Condominium, including all Units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of a partition sale, together with any common funds including the proceeds of any insurance, shall be divided in proportion to the Unit Owner's respective undivided ownership in the Common Elements. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A of the Massachusetts General Laws.

(b) If seventy-five per cent (75%) in interest of the

Unit Owners agree to proceed with the necessary repair or restoration, the cost of rebuilding the Condominium, in excess of any available common funds including the proceeds of any insurance, shall be a common expense, provided, however, that if such excess cost exceeds ten per cent (10%) of the value of the Condominium prior to the casualty, any Unit Owner who did not so agree may apply to the Superior Court of Hampshire County, on such notice to the Trust as the Court shall direct, for an order directing the purchase of his Unit by the Trust at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

B. If fifty per cent (50%) or more, but less than seventy-five per cent (75%) in interest of the Unit Owners agree to make an improvement to the Common Elements, the cost of such improvements shall be borne solely by the Unit Owners so agreeing.

Seventy-five per cent (75%) or more in interest of the Unit Owners may agree to make an improvement to the Common Elements and assess the cost thereof to all Unit Owners as a common expense; but if such improvement shall cost in excess of ten per cent (10%) of the then value of the Condominium, any Unit Owner not so agreeing may apply to the Superior Court of Hampshire County, on such notice to the Trust as the Court shall direct, for an order directing the purchase of his Unit by the Trust as fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

Section 5. Rules and Regulations.

The Board of Trustees has adopted the Rules and Regulations set forth in Schedule A annexed hereto and made a part of this Trust, governing the details of the operation and use of the Common Elements, and containing such restrictions on and requirements respecting the use and maintenance of the Units and the Common Elements as are consistent with the provisions of the Master Deed, and designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the Common Elements.

By vote of a majority in number of the Board of Trustees, the Board of Trustees may at any time and from time to time amend, modify and rescind the Rules and Regulations.

Section 6. Meetings.

A. The Board of Trustees shall meet annually on the date of (and immediately following) the annual meeting of the Unit

Owners, and at such meeting shall elect the Chairman, Treasurer, and Secretary hereinbefore provided for. 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 (4) days before such meeting to each member of the Board of Trustees. One-half (1/2) of the number of Trustees shall constitute a quorum at all meetings, and such meetings shall be conducted in accordance with such rules as the Board of Trustees may adopt.

B. Commencing with the calendar year 2004 there shall be an annual meeting of the Unit Owners on the first Thursday of November in each year, at 7:30 p.m., at the Condominium premises or at such other reasonable place and time as may be designated by the Board of Trustees by written notice given to the Unit Owners at least fourteen (14) days prior to the date so designated. Special meetings of the Unit Owners may be called by The Board of Trustees or by the Unit Owners upon the written request of Unit Owners entitled to more than thirty-three per cent (33%) of the beneficial interest hereunder. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Board of Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated. At the annual meeting of the Unit Owners, the Board of Trustees shall submit reports of the management and finances of the Condominium.

Whenever at any meeting the Board of Trustees proposes to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter. A quorum of Unit Owners shall consist of the holders of at least fifty per cent (50%) of the beneficial interest hereunder.

Section 7. Notices to Unit Owners.

Every notice to any Unit Owner required under the provisions hereof, or which may be deemed by the Trustees necessary or desirable in connection with the execution of the trust created hereby 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, addressed to such Unit Owner at his address as it appears upon the records of the Trustees, at least five (5) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given, or such longer period of time as may be required by the specific terms of this instrument. Unit Owners may waive notice by duly executing an appropriate waiver of notice.

Section 8. Inspection of Books; Reports to Unit Owners.

Books, accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees and the Unit Owners at all reasonable times. The Trustees shall as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trustees for such year, which shall include financial statements in such summary form and only 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 registered or certified mail within a period of one (1) month of the date of receipt by him, shall be deemed to have assented thereto.

Section 9. 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 (2) Trustees, or by any person or persons (who may be one of the Trustees) to whom such power may at any time or from time to time be designated by not less than a majority of the Trustees.

Section 10. Seal.

The seal of the Trustees shall be circular in form, bearing the inscription: "The Orchard at Cold Spring Commons Condominium Trust", but such seal may be altered by the Trustees, 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.

Section 11. Fiscal Year.

The fiscal year of the Trust shall be the calendar year.

Section 12. Maintenance of Units.

The Unit Owners shall be responsible for the proper maintenance and repair of the interior of their respective Units, including without limitation the exterior doors and windows. If a majority of the Trustees shall at any time in their reasonable judgment determine that the interior of a Unit is in such need of maintenance, painting or repair that the market value of an adjacent Unit or Units is being adversely affected, or that the condition of a Unit or any fixtures, furnishing, facility or equipment thereof is hazardous to any Unit or the occupants

thereof, the Trustees shall in writing request the Unit Owner to perform the needed maintenance, painting or repair, or otherwise to correct the hazardous condition, and in case such work shall not have been commenced within fifteen (15) days (or such reasonably shorter period in case of emergency, as the Trustees shall determine) of such request and brought to diligent completion, the Trustees shall be entitled to have access to the Unit and to have the work performed for the account of such Unit Owner whose Unit is in need of work, and the cost thereof shall constitute a lien upon such Unit, and such Unit Owner shall be personally liable therefor, provided that the lien thus created shall be subordinate to first mortgages of record.

ARTICLE VI

Rights and Obligations of Third Parties Dealing With the Trustees; Limitation of Liability

Section 1. No purchaser, mortgagee, lender, or other person dealing with the Trustees as they then appear of record in the Hampshire County Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees hereunder or be affected with any notice, implied or actual, otherwise than by a certificate thereof, and such record or certificate shall be conclusive evidence of the personnel of said Trustees and of any changes therein. The receipts of the Trustees, or any one or more of them, shall be effectual discharges therefrom to the persons paying or delivering the same and no person from whom the Trustees, or any one or more of them, shall receive any money, property or other credit, shall be required to see 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 the 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 of the provisions or powers herein contained, or as to the regularity of the resignation or appointment of any Trustee, and any instrument of appointment of a new Trustee or discharge of a Trustee purporting to be executed by the Trustees, Unit Owners or other persons herein required to execute the same, shall be conclusive evidence in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation or appointment or the occasion thereof.

Section 2. 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 proceedings, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with, or having any claim against the Trustees, shall look only to the trust property for payment under such 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 the Unit Owners under the provisions of Section 9 of Article III hereof or under the provisions of said Chapter 183A.

Section 3. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express reference shall have been made to this instrument.

Section 4. This Declaration of Trust and any amendments thereto and any certificate herein required to be recorded, and any other certificate or paper signed by said Trustees or any of them which it may be deemed desirable to record, shall be recorded with said 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, 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 any Trustee hereunder, or by a majority of the Trustees hereunder, setting forth the existence of any facts the existence of which is necessary to authorize the execution of any instrument or the

taking of any action by such Trustee or majority, 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.

ARTICLE VII
Amendments and Termination

Section 1. The Trustees, with the consent in writing of Unit Owners entitled to more than fifty per cent (50%) 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: (a) which is made without the consent of the Declarant prior to six (6) months after one hundred percent (100%) of the Units have been conveyed to unit purchasers; (b) according to the purport of which the percentage of the beneficial interest hereunder of any Unit Owner would be altered, other than by consent of all of the Unit Owners, or in any manner or to any extent whatsoever modified or affected so as to be different than the percentage of the individual interest of such Unit Owner in the Common Elements as set forth in the Master Deed; or (c) which would render this Trust contrary or inconsistent with any requirements or provisions of said Chapter 183A. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this Section shall become effective upon the recording with said Registry of Deeds of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds, by the Trustees setting forth in full the amendment, alteration, addition, or change, and reciting the consent of the Unit Owners herein required to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition, or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons, and for all other purposes.

Section 2. The Trust shall terminate only upon the removal of the Condominium from Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said Chapter.

Section 3. Upon the termination of this Trust, the Trustees

may, subject to and in accordance with the provisions of said Chapter 183A, sell and convert into money the whole of the trust property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them 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, as shown in Exhibit C of the Master Deed. In making any sale under the provisions of this Section 3, the Trustees shall have the power to sell or vary any contract of sale and resell without being answerable for loss, and, for said purposes, to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of trust property may have passed.

ARTICLE VIII Sale of Units

Section 1. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests (as hereinafter defined); it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer, or other disposition of such part of the Appurtenant Interests of all Units.

"Appurtenant Interests", as used herein, shall include: (i) the undivided interest of a Unit Owner in the Common Elements; (ii) the exclusive use of a Unit Owner for parking spaces; (iii) the interest of such Unit Owner in any Units theretofore acquired by the Trustees, or their designee, on behalf of all Unit Owners, or the Proceeds of the sale or lease thereof, if any; and (iv) a shared easement over the roadway of the Condominium and the

roadway through the adjacent condominium known as "Cold Spring Commons"; (v) the exclusive use of decks, porches, bulkheads and air conditioner pads as provided in the Master Deed; and (vi) the interest of such Unit Owner in any other assets of the Trust.

Section 2. Financing of Purchase of Units by Trustees. With the prior approval of a majority in interest of the Unit Owners, the Trustees may acquire Units of the Condominium. Acquisition of Units by the Trustees may be made from any funds in the hands of the Trustees; or if such funds are insufficient, the Trustees may levy an assessment against each Unit Owner in Proportion to his beneficial interest, as a common charge; or the Trustees in their discretion may borrow money to finance the acquisition of such Units, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Units with Appurtenant Interests so to be acquired by the Trustees.

Section 3. Waiver of Right of Partition. In the event that a Unit shall be acquired by the Trustees, all Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit or Units as are acquired by the Trustees.

Section 4. Payment of Assessments. No Unit Owner shall convey, mortgage, pledge, hypothecate, sell, or lease his Unit unless and until he shall have paid in full to the Trustees all unpaid common charges theretofore assessed by the Trustees against his Unit and until he shall have satisfied all unpaid liens against such Unit.

ARTICLE IX Disputes

Any Unit Owner aggrieved by any decision or action of the Trust in the administration of the Condominium may, within thirty (30) days of the decision or action of the Trust, request in writing a hearing. At any such hearing, the following procedure shall be observed: All hearings shall be conducted by at least a majority of the Trustees. The Trustees shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing, or both, subject to reasonable rules of procedure established by the Trustees to ensure prompt and orderly resolution of the issues. The affected person shall have the right to question the Trustees and any witnesses with respect to the subject matter of the

hearing. If the hearing involves an alleged breach by the affected person of any provision of the Master Deed, this Condominium Trust, the Bylaws or the Rules and Regulations attached hereto, or any Unit deed, the affected person shall be informed with specificity of the exact nature of the violation and of the provision that he or she has allegedly violated, and the affected person shall have the right to the extent practicable to question any witness to such alleged violation. The Trustees need not comply with the strict legal rules of evidence observed by courts, but they shall consider only such evidence as reasonable people customarily consider in making important decisions. Nothing herein shall be deemed to limit the right of the Trustees, the affected person, or any affected Unit Owners or occupants to bring legal action with respect to the subject matter of any hearing or any decision of the Trustees. The decisions rendered by the Trustees after such hearing shall be final.

ARTICLE X
Improvements to Units

No unit Owner shall make any addition, alterations or improvement in or to his Unit or to any portion of the Common Areas to which he has an exclusive use, which may affect the appearance, structure or mechanical systems of the Condominium without the prior written consent thereto of the Trustees (including without limitation all load bearing walls). The Trustees shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement within thirty (30) days after receipt of the request, and failure to do so within this time period shall constitute consent of the Trustees.

As to any request for approval pursuant to this Section the Trustees may engage, if they so choose, an architect or engineer or both, if necessary, to review the plans to be attached to said request, and such architect's or engineer's fees shall be paid by the requesting Unit Owner. If the said engineer and/or architect determine that the plans are consistent with the structural integrity and/or design character, as relevant to the particular request, of the Condominium, the Trustees may then, in their sole discretion, approve or disapprove said plans, or approve them subject to certain conditions including restrictions in the manner of performing such work and requirements.

All additions, alterations or improvements to any Unit (whether or not affecting the structural or mechanical systems of the Condominium) shall be performed in compliance with all applicable laws, regulations and codes, and when required

Unit Owner shall be charged solely to such Unit Owner.

**Article XI
Construction and Interpretation**

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 captions of Articles and Sections are inserted only for the convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation, or effect hereof.

All of the trusts, powers, and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the said Declarant has hereunto executed this Declaration of Trust on the day and year first above written.

HAP, Inc.

David Morley
witness

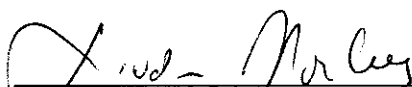
By: Ellen Hatzakis
Ellen Hatzakis
Associate Executive Director
for Finance

COMMONWEALTH OF MASSACHUSETTS

County of Hampden

On this 4th day of August, 2004, before me, the undersigned notary public, personally appeared Ellen Hatzakis, Associate Executive Director for Finance of HAP, Inc., proved to me through **satisfactory evidence of identification, which was personal knowledge**, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.




Notary Public: LINDA MORLEY
My Commission Expires: 9/10/2010

Schedule A

THE ORCHARD AT COLD SPRING COMMONS CONDOMINIUM

GENERAL RULES AND REGULATIONS

Trustees

*Beverly Barry
Michelle McAdaragh
James Reis*

413-233-1500

INTRODUCTION

The following Rules and Regulations are designed for the benefit of the community. Adherence to the Rules and Regulations is necessary in order to preserve the integrity of the community and to enhance our quality of condominium living. Some of these rules may not be favored by every owner but condominium living requires a certain amount of uniformity by all. We hope that no one will feel unduly inconvenienced by them.

The Residents shall, at all times, comply with these rules and regulations and shall use their best efforts and shall be responsible to see that they are faithfully observed by their families, guests, invitees, servants, and persons over whom they exercise control and/or supervision.

These rules are not exclusive. The conduct of the Unit Owners is governed by the Master Deed, the Unit Deed, the Declaration of Trust, By-Laws and other Condominium Documents and local, state and federal laws. In case of conflict between the wording of these Rules and Regulations and any of the Master Deed, the Unit Deed, the Declaration of Trust or By-laws, the latter will prevail. These rules may be amended or supplemented at any time by the Board of Trustees.

DEFINITIONS

The following definitions shall apply unless they conflict with Massachusetts law or administrative regulations:

- a. "Residents" means and includes all Unit Owners, their lessees, assigns, and all persons residing in a unit as their

domicile or legal residence. Residents will be held responsible for the acts of guests visiting their unit.

- b. "Unit Owners Handbook" denotes the collection of written policies and procedures, including but not limited to the Rules and Regulations, issued to the Residents of the community.

GENERAL RULES AND REGULATIONS

These are the general rules and regulations of The Orchard at Cold Spring Common Condominium.

Exceptions to these rules may be granted only by a written notice from the Board of Trustees (hereinafter referred to as the "Trustees"). The Trustees may, where appropriate, act through the Management Agent contracted to provide services to The Orchard.

If any unit Owner requests an exception to these rules they must make a written request to the Trustees. The Trustees shall have the obligation to answer any written request by a Unit Owner for approval of a proposed exception within thirty (30) days after receipt of the request, and failure to do so within this time period shall constitute consent of the Trustees.

1. COMMON AREAS

- a. The grounds of the Common Areas are for the use and enjoyment of all Residents of The Orchard. However, no objects or fixtures shall be permanently placed or affixed on or about the grounds or any other part of the Common Areas without prior written approval of the Trustees. The specific procedure for obtaining Trustee approval for more than temporary use of the Common Areas is set forth separately in the Unit Owners Handbook.
- b. Nothing shall be altered or constructed in, or removed from, the Common Areas except by written permission of the Trustees.
- c. The lawns and walkways shall not be used for storage or parking or be obstructed in any way. No bicycles, toys, trash cans or recycle bins, or other personal property shall obstruct entrance ways, walkways, parking or other common areas. Walkways, and entrances must not be obstructed or

encumbered or used for any purpose other than ingress and egress to and from the premises.

- d. No inflammable, combustible, hazardous or explosive substance shall be kept in any Common Area except items suitable for normal household use. Discharge of firearms is prohibited in any Common Area.
- e. Improvements, maintenance and landscaping of the Common Areas shall be done by the Trustees unless prior permission of the Trustees has been given, except that the Unit Owner shall be responsible for snow and ice removal from the porches, decks and stairs that adjoin their unit.

f. Allowed:

- One decorative flag or one windsock mounted is permitted on front or back of unit;
- Planting of flowers is permitted in mulched beds nearest to the Resident's unit. All annual flowers planted shall be removed at the end of the growing season or earlier, if the flowers have died. Maintenance of the flowers is the responsibility of the Resident. No planting of rose bushes, trees or shrubs is allowed;
- Garden hose reels/hangers are permitted below the height of the water spigot. Residents are encouraged to minimize the visibility of hose holding devices.

g. Not allowed:

- In Common Areas: flower boxes or flower pots, bird baths or bird feeders, (unless Trustee approved) whiskey barrels, children's pools, furniture, including benches, vegetable plants, hanging plants on light fixtures;
- Common Areas shall be kept free of refuse, debris and other unsightly materials. No clothing or similar items shall be left in Common Areas;
- No Resident shall allow any article to fall from the windows, decks, porches, entryways or doors of the premises, nor shall s/he sweep or throw from the unit any dirt or other substances outside of the home, or on the Common Area of The Orchard.

- Cutting of any tree, dead or alive, is not permitted in any Common Area.
- h. Unit Owners will be responsible for any damage caused to the Common Area or to any other unit by themselves, their household members, lessees, assigns, guests, servants, employees or licensees, due to negligence, abuse or misuse. Charges to restore or replace the damaged property at then current contract rates will be the responsibility of the Unit Owner.

2. INSURANCE

- a. No activity shall be done or maintained in any unit or in any Common Area as to result in the cancellation of insurance or as to result in the increase in the cost of insurance for the Condominium. This rule includes, but is not limited to, the storage of combustible and/or hazardous materials such as gasoline, ethyl alcohol, propane, gun powder, explosives, creosote, or any other materials considered combustible and/or hazardous by the Fire Department or other governmental agency.
- b. Only Trustee-approved appliances may be used in any home. (This does not refer to normal household appliances such as washers & dryers, refrigerators, stoves, trash compactors, garbage disposals, air conditioners.)
- c. Nothing shall be done or maintained in any condominium unit or in the Common Area which is in violation of any law.

3. DECKS AND PORCHES

a. Allowed:

- Lawn furniture and tables are permitted on porches;
- BBQ grills (in accordance with the prevailing ordinance in the Town of Belchertown) are permitted on decks, provided that fires are controlled at all times. Excessive smoke which annoys neighbors is prohibited;
- Children's toys are permitted on decks and porches only while in use. Residents are responsible for all items left on decks and porches;

- Flower boxes, flower pots, hanging flower baskets are permitted on porches and decks;

b. Not allowed:

- On decks or porches: bird baths or whiskey barrels;
- Use of decks or porches for storage of personal property except as otherwise specifically provided herein, or in any other way which in the opinion of the Trustees detracts from the appearance of The Orchard.

4. EXTERIOR DECORATIONS, LIGHTS, FIXTURES and SIGNS

- a. The architectural and structural integrity of the buildings and the exterior of the Units shall be preserved without modification. Without limiting the generality of the foregoing, Residents shall not place or replace or change any decoration, light, fixture, or sign on the exterior of their Unit, including exterior doors, decks, and porches, except as expressly permitted herein or with the written consent of the Trustees.

Note: appropriate tasteful seasonal decorations are encouraged and permitted for an appropriate period of time before and after each occasion. The Trustees reserve the right to require removal if they conclude the decorations are not tasteful or if a reasonable time period has been exceeded.

- b. No Resident or guest shall allow the installation of wiring for electrical or telephone use, television, air conditioning units or other machines, equipment or fixtures which protrude through the walls or roof of any building or is otherwise visible on the exterior of a building except as presently installed or as authorized by the Trustees. The Trustees, prior to the commencement of any work, must approve all renovations affecting the Common Area.
- c. No sign, advertisement, notice or other lettering shall be displayed or affixed on windows, the exterior of the Units, or the Common Areas by any Resident without the written consent of the Trustees.

5. TRASH

All refuse, trash and bagged garbage shall be deposited in the trash dumpster. No waste shall be permitted in the Common Area. The trash dumpster is for household trash only. Any person depositing articles other than normal household trash in or near the dumpster shall be fined not less than \$50 per occurrence. No warnings will be given and this fine is non-negotiable.

6. SATELLITE DISHES

- a. The Orchard at Cold Spring Commons does allow satellite dishes, in accordance with the FCC rules. Dishes may be installed on the side deck floor or deck railing only. Dishes cannot otherwise be installed on or in the Common Areas, or on any part of the unit except as noted.
- b. The satellite dish cannot exceed one (1) meter in diameter, and cannot extend beyond the vertical (top of the slider) or horizontal (deck railing) planes of the deck surface. The Trustees, at the homeowner's expense, will remove Nonconforming dishes. Satellite dishes cannot be mounted on towers, or attached directly to the units.
- c. All cabling must be routed through the basement space and installed in a professional manner. The owner will be responsible for all costs associated with the installation, operation, and maintenance of the system. No trees or branches may be removed to facilitate installation. Any removal of such trees or branches or improper installation will result in a fine of \$100.00 to the unit, as well as any other restitution costs deemed necessary by the Trustees.
- d. The owner will be responsible to remove the dish so the Trustees can conduct routine maintenance on the decks or structures when required. The Trustees will notify the owner in writing, and allow 48 hours for removal of the dish. If the owner does not remove the dish, the Trustees have the right to remove the dish, and will not be responsible for damage or the cost to install it after maintenance has been conducted. The Trustees will not be responsible for any damage due to falling objects, including trees, branches, ice from roofs, or any other items. The owner will be responsible for any and all damage to the decks, rails, or any other part

of the structure during installation or removal of the satellite dishes.

- e. Unit Owners wishing to install a satellite dish must first request permission, in writing, to the Trustees prior to installing a dish. The request must include dish diameter and location on the deck, along with a simple wiring diagram. The Trustees require notification at least seven (7) days prior to installing the dish.

7. **RADIOS, SOUND SYSTEMS, MUSICAL INSTRUMENTS**

The volume of television sets, radios, phonographs, stereos, musical instruments and the like shall, at all times, be kept at a sound level which will not annoy the Residents of neighboring units.

8. **ANIMALS AND PETS**

- a. The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited within any condominium unit or Common Area, except that this shall not prohibit the keeping of dogs, cats, and/or caged birds as domestic pets, provided they are not maintained, kept or bred for commercial purposes and provided further that the keeping of dogs, cats and/or caged birds does not constitute noxious or offensive activity. Only two (2) dogs and/or cats will be allowed per home.
- b. Pets are to be kept inside the home at all times except when on a leash and accompanied by or under control of the Resident. Pets, when outdoors, may not be tied to a deck or other structure. If pets create damage, noise or other disturbances or unpleasantness or in the discretion of the Trustees, threaten life, safety, welfare or rights of any Resident, the Trustees may require removal of such pets.
- c. Pets shall not be allowed to relieve themselves on walks, paved streets, or where other Residents might normally walk. Pets shall not be allowed to urinate or defecate on any mulched beds, gardens or grassy areas. Pet owners shall have either a visible "pooper-scooper" or plastic bag in their possession when walking their pet for removing and disposing of their animal's waste from any part of the Common Area of The Orchard, including roadsides, trail areas, and

playgrounds. All waste must be properly disposed in trash receptacles. Shovels are prohibited.

- d. All pets shall be kept, maintained and licensed in accordance with the regulations of the Town of Belchertown Health Department and in accordance with the regulations of other municipal bodies. Security and/or Management will assist the animal control officer for the Town of Belchertown in removing any stray or unaccompanied animal from the property.
- e. Pet owners will be responsible for the action of their pets. The pet owner is responsible for any damage their pet may cause to the Common Area or to any other Resident's unit. Charges to restore or replace the damaged property, at then current contract rates, will be the responsibility of the pet owner.
- f. Owners shall hold the Trustees harmless against loss or liability for any action of their pets within The Orchard.
- g. Any pet owner who violates the aforementioned rules/regulations is additionally subject to specific action based on the following criteria:

Specific Action

First offense	--	Written Warning
Second offense	--	\$25.00 fine
Third offense	--	\$50.00 fine
Fourth offense	--	\$100 fine

Imposition of a fine in no way limits the Trustees' authority to additionally require removal of the offending pet and/or payment for any damages caused by the pet.

9. MOTOR VEHICLE OPERATION

Violations of the following rules may result in fines and/or towing at the owners expense.

- a. All Residents' motor vehicles must display a current registration plate and a current inspection sticker or they will be subject to tow at the owner's expense.
- b. Each home has two (2) designated parking spaces. Parking for each unit is limited to the two numbered spaces or in

overflow areas only. However, only one overflow space may be used at any one time by the Residents of a unit.

- c. "Overflow" areas are: in the center of the island. Any vehicle blocking legally parked cars, parking spaces, driveways, or fire zones will be towed at the owner's expense. Parking is otherwise permitted along one side of the road.
- d. No Resident shall leave boats, trailers, unregistered or uninspected vehicles, mobile homes, recreational vehicles, etc. within condominium parking or Common Areas.
- e. No snowmobiles, unregistered motorcycles, motor or minibikes, or similar all-terrain vehicles will be operated within the confines of The Orchard due to noise nuisance and operating hazard.
- f. Under no circumstances will Residents or their guests be allowed to repair or change the oil and lubricate vehicles on site.
- g. The speed limit for all vehicles is 15 M.P.H. on all roads in The Orchard.
- h. Residents must inform their guests of motor vehicle and parking rules.
- i. Storage of personal vehicles, in overflow parking areas only, is limited to no more than 7 days. No commercial vehicles can be stored without prior authorization from Management or the Trustees.

10. TOWING OF VEHICLES

a. Snow Removal:

- After the snow removal contractor has completed all main roadways, they will begin plowing driveways. The plow contractor will sound their horn when entering a driveway to alert all Residents to move vehicles. With this signal, Residents are responsible to move vehicles to allow the plows to clear parking spaces. If Residents do not move their vehicle(s) outside the driveway, or to another parking lot already cleared within 30 minutes, Resident will be responsible for timely clearing his/her own driveway.

- Residents must remove their vehicles from the overflow parking areas within 30 minutes of the sounding of the horn. Any vehicles not so moved may be towed at the Resident's expense.
 - Arrangements must be made to move vehicles in case of sickness or absence.
- b. Spring and Fall Clean up: Residents must move vehicle(s), or make necessary arrangements for removal, to allow the grounds contractor to sweep/clean all asphalt surfaces during the spring and fall. A notice will be delivered with dates of service. After posting notice, if a Resident does not move their vehicle(s), prohibiting the grounds contractor from performing proper clean-up, the Resident will be responsible for the timely sweeping/cleaning of this area.
- c. Other Maintenance Activities: Residents must remove their vehicles upon reasonable advance notice whenever requested for purposes of maintenance, repair, or improvements. Any vehicles not so moved may be towed at the Resident's expense.
- d. Illegally Parked Vehicles: Vehicles parked in another Resident's space or in non-designated parking locations or otherwise in violation of these Rules and Regulations can be towed at the owner's expense, without warning.

11. STORAGE

Except as otherwise expressly permitted in these Rules and Regulations, Resident's personal property shall be stored inside their homes. No storage is allowed in any Common Area.

12. GUIDELINES FOR CHILDREN

- a. These guidelines are designed for parents and/or guardians and are intended to afford all who live in our community the opportunity to enjoy each other in a caring and harmonious atmosphere. It should be noted, these guidelines are being implemented to enable Management to resolve potential conflicts in a consistent manner. For purposes of these rules, children are defined as human beings under the age of 18. All activities that children are engaged in are at their own risk, or at their parents' risk, with no duty existing upon the Management or Trustees to ensure that any activities take place safely.

- b. As with all other Residents, no child shall be permitted to engage in any activity which constitutes a nuisance, as defined within these rules.
- c. Neither children nor adults shall use mulched flowerbeds as thruways. Children, whenever they play, shall not destroy property, damage trees or flowers, remove signs, snow stakes, or any other tangible thing in place at the direction of the Trustees or its contractor. Parents/guardians will otherwise be held financially responsible for such action.

13. NO OFFENSIVE ACTIVITY

No noxious or offensive activity shall be carried on in any unit or in any Common Area, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other Residents. No Resident shall make or permit any disturbing noise by himself or herself or his or her family, servants, employees, agents, visitors, licenses or pets thereof, nor permit anything by such persons or pets that will interfere with the rights, comforts or convenience of the other Residents. Activities which constitute a nuisance include, but are not limited to:

- Excessive TV, stereo, or car stereo volumes;
- Cars driving at excessive speeds (more than posted speed of all roadways within The Orchard);
- Loud voices inside or outside buildings that can be heard or observed by other than those to whom the voices are being directed;
- All activities which involve a controllable sound, for example, the slamming of doors;
- Offensive decorations or signs;
- Certain actions or expressions of adults or children (of a "trainable" age), including, but not limited to, disrespectful remarks or obscenities;
- Excessive sound levels of vehicles or other motorized equipment;
- Improperly, or insufficiently trained animals of any kind (including, but not limited to, failing to control the barking of dogs or failing to clean up after dogs or other animals);
- Remarks or acts considered offensive by national, racial or ethnic minorities.

14. RISK

- a. The use of the Common Elements by Unit Owners, as well as the safety and maintenance of all personal property of the Unit Owners kept in such areas and in the Units themselves, shall be the responsibility and at the sole risk of the respective Unit Owners, and neither the Trustees nor their respective agents, servants, employees, successors or assigns, shall bear any responsibility therefore.
- b. Each Unit Owner assumes responsibility for such Unit Owner's own safety and that of such Unit Owner's family, guest, agents, servants, employees, licensees and lessees.

15. KEYS

- a. If any key or keys are entrusted by a Unit Owner or occupant or by any member of such Unit Owner's family, or by such Unit Owner's agent, servant, employee, licensee, lessee or visitor, to an employee of the Board of Trustees, whether for such Unit or an automobile, truck or other item 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.
- b. The Board of Trustees, or its designated agent, may retain a pass key to each unit.
- c. Owners who have added or changed a front door lock and have not provided the Management with a key will be liable for any damage resulting from a forced entry into the home for emergency purposes.

16. COMPLIANCE WITH CONSERVATION COMMISSION ORDER OF CONDITIONS

The Orchard is subject to an Order of Conditions issued by the Town of Belchertown's Conservation Commission, designed to protect certain wetlands located on the property. That order imposes certain ongoing maintenance and other obligations on the Trustees and Unit Owners, including but not limited to:

- a. a prohibition against construction, cutting of vegetation, lawn installation or dumping of landscaping debris in the Buffer Zone;

- b. a requirement to maintain basins, water quality swales, level spreaders and other elements of the drainage system;
- c. a prohibition against using sodium chloride (rock salt) on anything other than the roadways, loading zones or parking areas, and then only low levels thereof;
- d. a prohibition against plowing snow into piles within 100 feet of any wetlands;
- e. a requirement that only slow release, organic, low nitrogen fertilizer types be used, and then only if 50 or more feet outside of a Wetland Resource Area;
- f. a prohibition against use of pesticides and herbicides on any lawn area within the Buffer Zone.

A site plan indicating these various areas (Buffer Zone, Wetland Resource Area) can be obtained from the Trustees or the Management Agent.

17. RENTALS/OFF-SITE UNIT OWNERS

- a. No Unit Owner may rent a unit without the prior written permission of the Trustees. No more than 25% of the units may be occupied or offered as rental units at any one time, and no unit may be offered for rental if prohibited by the terms of the applicable Deed Rider or similar instrument.
- b. All off-site Unit Owners shall register with the condominium management company the names, addresses and phone numbers of tenants in each Unit owned by the Unit Owner within seven (7) days of commencement of the lease for said Units.
- c. The Trustees reserve the right to screen prospective tenants and to require the use of a standard lease.
- d. All off-site Unit Owners are responsible for the acts or omissions of any tenant(s), and shall be liable for violations of any rule or regulation by said tenant(s).
- e. Off-site Unit Owners shall protect the rights of other Unit Owners by enforcement of excessive noise and parking regulations contained in these Rules and Regulations.

f. The Trustees reserve the right to require separate damage deposits for rentals, to be held in escrow.

18. COLLECTION OF OVERDUE CONDOMINIUM FEES

The Trustees may impose a late charge of Twenty Dollars (\$20.00) if any annual assessment, monthly installment, fine, or late charge, interest or legal fee (the "assessment") is not received within 15 days of when due. If such assessment is not received within thirty (30) days of when due, the Trustees may impose a late charge of not more than Fifty Dollars (\$50.00) per month until payment in full is received.

If the Resident is in default of the payment of an assessment for a period of more than sixty (60) days, the Trustees may accelerate any remaining installments of the assessment for the fiscal year. Prior to accelerating the remaining installments, the Trustees shall give notice to the Unit Owner, and if the delinquent installment or assessment has not been theretofore paid, the then unpaid balance of the assessment shall become due and payable upon the date stated in the notice, which date shall not be less than five (5) days after the delivery of the notice to the Unit Owner or not less than ten (10) days after the mailing of such notice to the Unit Owner by registered or certified mail, whichever shall first occur.

19. VIOLATIONS

Violation of any Rule or Regulation, or the breach of any provision of the Declaration of Trust, By-Laws, Master Deed or of the offending Unit Owner's Unit Deed, shall give the Trustees the right, in addition to any other rights, to enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity (or both) the foregoing, and not in substitution thereof, the Trustees shall have the power to levy fines against Unit Owners or Residents for such violations. No fine may be levied for more than Twenty Dollars (\$20.00) for any one violation (except as otherwise specifically provided herein), but each day of a violation may be considered a new violation. Collection of fines may be enforced against the Unit Owner or Residents involved as if the fine were Common Area charges owed by the particular Unit Owner or Unit Owners. In the case of persistent violations by a Unit Owner or Resident, the Trustees shall have the power to require such Unit Owner or Resident to post a reasonable bond to secure adherence to said Rule and Regulations, Declaration of Trust, By-Laws, Master Deed or the said Unit Deed.

20. ATTORNEY'S FEES AND COSTS

Any Unit Owner or Resident who violates the Rules and Regulations (as the same may be amended and adopted from time to time), or the provisions of the Declaration of Trust, By-Laws, Master Deed or Unit Deed, (as the same may be amended from time to time) or is responsible for such violation, shall pay all costs and expenses incurred by the Trustees, including without limitation, reasonable attorney's fees, in connection with the enforcement of the Rules and Regulations, Declaration of Trust, By-Laws, Master Deed or the said Unit Deed.

21. AMENDMENTS TO RULES AND REGULATIONS

Any consent or approval given by the Trustees under these Rules and Regulations may be added to, amended, or repealed at any time by the Trustees. These Rules and Regulations may be amended from time to time as provided in the Declaration of Trust.

22. ADMINISTRATION

- a. No Resident shall direct, supervise, or in any way attempt to assert control over the employees or subcontractors of the Trustees or the management agent while working in the Common Area.
- b. Any questions or suggestions regarding the operation of the Condominium should be submitted in writing to the Condominium Trustees or, unless otherwise directed, to the Management Agent.
- c. All requests for services must go through the Condominium's Management Agent.