

MASTER DEED

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5 | ~~MARINELLA DEVELOPMENT, LLC, a Massachusetts Limited Liability Company, having a usual place of~~
~~business at 28 Tia Place, Franklin, Massachusetts (the "Declarant"); Olde Canal Village Condominium Trust,~~
 being the owner of the land in Uxbridge, Worcester County, Massachusetts with the buildings and
 improvements thereon situated, as more particularly described in **Exhibit A** attached hereto and made a part
 hereof; by daily executing and recording this Master Deed, does hereby submit said land together with the
 10 | building and improvements thereon and all ~~ea~~ easements, rights and appurtenances belonging thereto to
~~the~~ provisions of Chapter ~~183A~~ 183A of the General Laws of Massachusetts, as amended, (hereinafter
 "Chapter 183A") and propose to create, and hereby do create with respect to said premises, a condominium
 (hereinafter the "Condominium") to be governed by and subject to the provisions of Chapter 183A, and to
 that end declare and provide the following:

15 | 1. The name of the Condominium shall be :OLDE CANAL VILLAGE CONDOMINIUM

2. DESCRIPTION OF LAND. The land (hereinafter the "Land") upon which the building and improvements
 are situated is described in said **Exhibit A** attached hereto and made part hereof. ~~The Declarant reserves the~~
~~right, but not the obligation, to create additional phases, including any part thereof; by adding by amendment~~
~~to this Master Deed additional buildings ("Additional Buildings") and additional units ("Additional Units") to be~~
 20 | ~~constructed on the Land. Any Additional Buildings or Additional Units to be added shall be constructed~~
~~consistent with the initial buildings and units in terms of quality of construction.~~

1. ~~When and if all Phases are completed the Condominium will contain seventy two (72) units. Said~~
~~premises are subject to the right and easement hereby reserved by the Declarant to construct additional~~
~~buildings, parking areas and roadways for future phases. The Declarant also reserves the right to have~~
~~as an appurtenance to the construction of the future Phases an easement to pass and repass over the~~
 25 | ~~Land, including the right to store equipment and supplies, and materials so far as the same are~~
~~necessary or convenient for the construction of the said future Phases. The Declarant shall have the~~
~~right and easement to use all driveways and walkways affording access to the premises including the~~
~~right and easement to construct additional driveways and walkways to serve the buildings in the future~~
 30 | ~~Phases, provided that such easement for access and construction shall not interfere with the access of~~
~~the owners to the units in Subphase I-1 and to the units in each subsequent Subphase, if and when~~
~~added.~~

~~The Declarant further reserves the right in the construction and creation of subsequent phases~~
~~(including the right to create sub-phases within one or more phases) to change the order or number of such~~
 35 | ~~phases provided that in all instances the percentage of interest attributable to each such unit then existing~~
~~shall be determined in a manner in conformity with the provisions of Chapter 183A as amended.~~

~~In addition to Additional Building(s), a Community and Recreational Center may be constructed on~~
~~the land and added hereafter to the Condominium in accordance with this Master Deed. Such additional~~
~~facilities shall, if constructed, become part of the Common Areas and Facilities of the Condominium further~~
~~described in Section 5 below. The size, shape, composition, configuration and location of any future~~
 40 | ~~Facilities is subject to change in the Sole discretion of the Declarant prior to their inclusion in the~~
~~Condominium. If future Facilities are added to the Condominium they shall at all times be subject to such~~
~~Rules and Regulations as are provided for in the Trust, or as the Trustees of the Trust shall from time to time~~
~~provide.~~

~~in the Condominium and such other equipment as may be necessary for the installation and~~
~~operation of the same. The Declarant~~ Trustees also reserves the exclusive right to grant easements over,
 45 | under, through, and across the common areas of the Condominium for the purpose of installing gas,
 electricity, telephone, cable television, and all other utility lines serving the units.

50 ~~Declarant reserves the right to amend the Master Deed for the purpose of adding additional Units to be constructed on the Land, and to add contiguous and adjacent parcels of land, which the Decl&ant may acquire in the fixturefuture, to the Land and to add additional units to the Condominium to be constructed thereon, however nothing herein shall compel the Declarant to add additional Land. In the event that the Declarant chooses to so add Land and/or Units, it shall be done in conformance with the provisions of Section 5, Section 9(b) and Section 9(c) hereof.~~

55 3. ~~DESCRIPTION OF THE BUILDINGS.~~ Subphase I 1 of the Condominium consists of one building (hereinafter the "Building") known and numbered "Building #1", containing 3 units. The Building is two and one half stories with a basement below, and is of wooden frame construction with concrete foundations and asphalt shingle roofs. The Buildings are faced with vinyl siding.

~~3. DESCRIPTIONS OF THE BUILDINGS deleted~~

60 4. DESIGNATION OF THE UNITS AND THEIR BOUNDARIES:

65 (a) ~~The Olde Canal Village~~ Condominium has ~~3~~**72** Units (hereinafter referred to as the "Units"). The ~~original plan designations~~**designated**, locations, approximate areas, number of rooms, immediately accessible common areas and other descriptive specifications of each Unit ~~and~~ are set forth in Exhibit B attached hereto, and are shown on the site and floor plans recorded herewith in Plan Book **753** Pages **118** The said floor plans show the layout, locations, designations and dimensions of the Units as built, ~~and~~ indicate that the Buildings ~~has~~**have** no names and bear the verified statement of a Registered Land Surveyor, all as required by the provisions of Section 8 of Chapter 183A.

70 (b) -The boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows, are as follows:

(i) ~~___~~-FLOORS. The plane of the upper surface of the basement concrete floor slab.

(ii) ~~___~~-CEILINGS. The plane of the lower surface of the roof rafters.

75 (iii) EXTERIOR BUILDING WALLS, DOORS AND WINDOWS. As to walls, the plane of the interior surface of the wall studs, chimney and trim and, in the case of the basement, the plane of the interior surface of the concrete foundation walls, as to the doors, the exterior surface thereof; and as to windows, the exterior surface of the glass, sash, ~~and window frames.~~ **All storm doors and screen windows whether interior or exterior shall be the property of the owner of the Unit to which they are attached or attachable. They shall be installed, maintained , repaired and replaced at the sole expense of such Unit Owner with the exception that maintenance and upkeep to the outside of all access doors shall be the responsibility of Olde Canal Village.**

80 a. **Exterior doors (front door, garage door, and rear/side door(s) are restricted in type and color as established in the uniform standards of the Condominium. The unit owner bears no responsibility for the maintenance and/or upkeep of the outside of the doors.**

85 (iv) INTERIOR BUILDING WALLS BETWEEN UNITS. ~~The~~**is defined as the** plane of the surface of the wall studs facing each unit.

90 (v) GARAGES. As to the walls, the plane of the interior surface of the wall studs; as to the ceiling, the plane of the lower surface of the roof rafters; as to. the door, the exterior surface. thereof **as limited by paragraph. IV.b.iii.a**

95 (c) Each Unit excludes the foundation, structural columns, girders, beams, supports; perimeter walls, wood framed wall between the Units, roofs, basement floor slab, outdoor decks, exterior window and door frames, driveways, walks, exterior steps and all conduits, ducts, pipes flues, wires and other installations or facilities for the furnishing of utility services or waste removal which are situated within such Unit, but. which serve the other Units.

(d) Each Unit includes the ownership of all utility installations contained therein which exclusively

serve the Unit, including the heating apparatus situated in and exclusively serving the Unit.

(e) Each Unit shall have as **appurtenant** thereto, the exclusive right and easement to use and enjoy certain portions of the Common Areas and Facilities which are described as "Exclusive Easement Areas" in paragraph 7 hereof.

(f) Each Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in paragraph 5 hereof, in common with the owners of other Units in the Condominium except for the Exclusive Easement Areas and Facilities described in paragraph 7 hereof which are reserved for the exclusive use of the Unit to which such Exclusive Easement Areas and Facilities appertain.

~~(g) Each Unit shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in paragraph 5 hereof, in common with the owners of other Units in the Condominium except for the Exclusive Easement Areas and Facilities described in paragraph 7 hereof which are reserved for the exclusive use of the Unit to which such Exclusive Easement Areas and Facilities appertain.~~

5. COMMON AREAS AND FACILITIES. Except for the Units, the entire premises, including, without limitation, the Land and all parts of the Building and Improvements thereon, shall constitute the Common Areas and Facilities of the Condominium. Those Common Areas and Facilities specifically include, without limitation, the following:

(a) The land described in **Exhibit A** hereto, together with the benefit of and subject to all rights, easements, - restrictions and agreements of record, insofar as the same may be in force and applicable.

(b) The foundation, structural columns, girders, beams, supports, perimeter walls, wood frame wall between the Units, roofs, basement floor slabs, outdoor decks, exterior window and door frames, driveways, walks and exterior steps.

(c) All conduits, ducts, pipes, wires and other installations or facilities for the furnishing of utility services or waste removal, including, without limitation, gas, electricity and telephone services, which are not located within any Unit or which, although located within a Unit serve other Units, whether alone or in common with such Unit line.

(d) Such additional Common Areas and Facilities as may be defined in Chapter 183A.zzz

Subject to the exclusive use provisions of **paragraph 7** hereof each Unit Owner may use the Common Areas and Facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit Owner.

6. PERCENTAGE OWNERSHIP INTEREST IN COMMON AREAS AND FACILITIES.

The percentage ownership interest of each Unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Unit on the date of this Master Deed bears to the then aggregate fair value of all Units **See Error: Reference source not found.** Figure 1 The Owners of each Unit shall be entitled to an undivided interest in the Common Areas and Facilities in the percentages set forth in Exhibit C, ~~as amended as Units are added to the Condominium.~~

Figure 1

**X= advertised Price of the Phase 1 units (A, B, & C unit types = 149,900, 159,900, 169,900 respectively. See Exhibit C) plus price of structural upgrades (extra bedroom, finished basement, etc (does not include wood floors)
Y=Sum of X for all 72 units
Beneficial Interest = (X / Y) times 100 (expressed in percent)**

7. EXCLUSIVE EASEMENT AREAS

145 A. DRIVEWAY. Each Unit shall have the exclusive right and easement to use the driveway immediately in front of the garage and such parking space(s), if any, which are designated in the first Unit Deed to such Unit by the Declarant. Any parking space so designated shall thereafter be conveyed together with the Unit whether or not specifically referenced in ~~fixture~~-future deeds or mortgages and may not be sold separately from said Unit except that Unit Owners may exchange parking spaces. At the time the Declarant no longer owns any Units in the Condominium, any parking spaces which have not been assigned to a particular Unit shall become non-exclusive common area of the Condominium and Shall be available for occasional use by all occupants of Units and their guests, subject to and in accordance with the Trust and any Rules and Regulations adopted by the Trustees, including, without limitation, providing for efficient removal of snow or the making of repairs to the parking areas and Buildings.

150 B. PORCHES and DECKS. Any porch or deck directly adjacent to any Unit and shown on the Plans shall be common area, with each such Unit entitled to an easement for the exclusive use of said porch. The Unit Owners of each Unit so benefited shall keep such common area clean and in good and safe order.

Maintenance and repair of porches and decks shall be the responsibility and expense of the Trust. In cases of emergency, all Unit Owners shall be entitled to go on and over such exclusive patio, porch or deck without being deemed guilty of any manner of trespass. The right to use a porch or deck shall not, in any event, be severed from ownership of the Unit for which they are appurtenant.

160 The said Exclusive Easement Areas shall, however, be subject to the restrictions set forth in paragraph 8 hereof and to the reserved rights and easements set forth in paragraph 9 hereof.

8 PURPOSE AND RESTRICTIONS ON USE. The Condominium is to be used solely for single family residential purposes and uses strictly incidental thereto, and shall be subject to the following restrictions:

165 (a) OLDE CANAL VILLAGE is an adult community. Occupancy of units is limited to persons fifty-five years of age or older (a "Qualified Occupant"), the spouse of a Qualified Occupant (whether or not age fifty-five or older) (including the surviving spouse of a deceased Qualified Occupant) and relative(s) by blood or marriage of such Qualified Occupant or spouse, provided such relative is age fifty-five or older (Qualified Relative), all together hereinafter referred to as Qualified Residents.

170 (b) A unit owner shall not cause or allow the use or occupancy of his or her unit for any purpose other than as a private residence for a Qualified Occupant, a spouse of a Qualified Occupant and/or a Qualified Relative, it being understood that the property is to be used solely for adult housing. No unit shall be occupied by more than three (3) persons. The sole exception to such limits on occupancy shall be that a Unit may be occupied by guests of a Qualified Resident for not more than fourteen (14) consecutive days nor more than twenty-eight (28) cumulative days per calendar year unless a longer period is approved in writing by the Trustees which approval may be revoked at any time by the Trustees.

175 (c) The Trustees shall have the power to make an exception to the occupancy limitations in subparagraphs (a) and (b) above in order to properly accommodate the medical needs of a Qualified Resident. Such medical needs and the expected term of such medical needs shall be certified under oath in writing by the physician or physicians of such Qualified Resident (Medical Certification). Certifications of medical needs shall be renewed annually or more frequently according to the expected term of medical needs in the Medical Certification.

185 (d) No guests may occupy a Unit unless a Qualified Resident is also in occupancy. No one may occupy a Unit under a Certification of medical needs unless ~~such the~~ medically needy Qualified Resident is also in occupancy.

(e) No business activities of any nature shall be conducted in any Unit, except for home professional pursuits without regular visits by the public.

190 (f) The architectural integrity of the Building and grounds shall be preserved without modification and to that end, without limiting the generality of the foregoing, no balcony, enclosure, fence, air conditioning unit, awning, screen, antenna, sign, banner or other device and no exterior change, addition, structure, projection, decoration, or other feature visible from the adjoining unit or the public way, shall be erected or placed upon or attached to the. Building, and no painting or other.

decorating. shall be done on any exterior. part or surface of the Building, unless the same shall have been approved by ~~all~~ a majority of the Condominium Trustees.

(g) All use and maintenance of Units and the Common Areas and Facilities (including the Exclusive Easement Areas) shall be conducted in a manner consistent with the comfort and convenience of the owner of ~~the~~ other Units. No Unit Owner may use or maintain his Unit or the Exclusive Easement Areas appurtenant thereto in any manner or condition. which will impair the value or interfere with the beneficial enjoyment of ~~the~~ other Units and their appurtenant Exclusive Easement Areas.

(h) No Unit or any part of the Common Areas and Facilities (including the Exclusive Easement Areas) shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Condominium Declaration of Trust ~~and including~~ the By-Laws.

(i) Each unit owner indemnifies and holds the other unit owner harmless from any liability arising from any action or non action taking place within his unit or upon the exclusive easement area appurtenant to his unit.

(j) No Unit shall be leased or rented without the written consent of the Trustees. Such consent shall not be unreasonably withheld or delayed in the event of a proposed lease to a Qualified Person. No lease shall be for a period of less than one (1) year. Such lease shall incorporate these purposes and restrictions on use and the Rules and Regulations of the Olde Canal Village Condominium Trust as same may be amended from time to time.

(k) No Unit shall be used or maintained for any illegal purpose nor in a manner contrary to or inconsistent with the terms of this Master Deed, the Bylaws of the Olde Canal Village Condominium Trust and the Rules and Regulations adopted by the Trust from time to time.

These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Trustees of the Trust, and shall be enforceable solely by the Trustees, insofar as permitted by law, and shall be perpetual; and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her Unit Ownership.

~~Notwithstanding the foregoing provisions of this Section, the Declarant reserves the right to amend this Master Deed, to do any of the following ("Minor Adjustments"): to add deck(s) or patios, to modify the foundation of a Building, to alter the dimensions of Units for which unit deeds have not been delivered, to incorporate attic space into a Unit and to undertake other similar activities; provided, however, that the foregoing reservation may not be exercised so as to result in there being more than seventy two (72) Units in the Condominium.~~

9. RESERVED RIGHTS.

(a) Technical Corrections. ~~Declarant Trustees~~ reserves for itself, its successors and assigns. the right and power, without consent of any Unit Owner, to amend this Master Deed, at any one time or from time to time, for the purpose of making corrections or revisions of a technical nature, including without limitation, correction of scrivener's or typographical errors.

~~If the Declarant shall make any Minor Adjustments, the Declarant will complete the same, in the case of Phase I, within three (3) years after the recording of the Master Deed, and in the case of future Phases, within three (3) years after the recording of the Amendment to the Master Deed pursuant to which such future Phase is included within the Condominium. No such Minor Adjustment shall take effect until an Amendment to the Master Deed is recorded with a revised Plan depicting the Minor Adjustments made and the changes in the dimensions of any Unit Owner's Percentage in the Common Elements determined in the manner provided herein.~~

~~Notwithstanding the foregoing, (i) no reserved right under this Section may be exercised after the later of (a) fourteen (14) years from the date of recording of this Master Deed and (b) the date of the final completion of any Additional Buildings, and (ii) no such amendment shall affect any substantive rights of any.. Unit Owner other than Declarant, their successors or assigns.~~

245 (b) ~~Phase Amendments. Declarant reserves for itself, its successors and assigns, the right and power, without consent of any Unit Owner, to amend this Master Deed, at any one time or from time to time, for the purpose of adding future phases or subphases, amending the order, number or mix of phases and units or any other purpose consistent with the reserved powers of the Declarant.~~

~~Each such amendment shall be effected by recording with the Registry of Deeds an instrument of amendment signed and acknowledged by the Declarant, its successors or assigns.~~

250 Each Unit Owner, by acceptance of the delivery of the Deed to a Unit, shall thereby have consented to the right of the ~~Declarant~~ Trustees and agrees to abide by the rules set forth in this Master Deed and in the Declaration of Trust and Rules & Regulations, its successors and assigns, to amend the Master Deed pursuant to this Section, without the requirement or necessity of securing any further consent or execution of any further document by such Unit Owner. For the purposes of this Section, each Unit Owner, by acceptance of a Deed to the Unit in the Condominium, constitutes and appoints the Declarant, its successors and assigns, attorneys in fact for each such Unit Owner, which power is coupled with an interest, shall be irrevocable and shall run with the land and be binding upon such Unit Owner's heirs, executors, successors and assigns

260 Any right or power reserved to the Declarant in this Master Deed may be conveyed and assigned, absolutely or as security, as an appurtenant right and power or to be held in gross; however, any such right or power may only be conveyed or assigned specifically and a conveyance of a Unit or Units of the Condominium alone shall not operate as a transfer of any such right or power. The foregoing reserved rights to amend the Master Deed and include Additional Improvements in the Condominium shall terminate and be of no further effect at the later of (a) fourteen (14) years after the date of recording hereof, or (b) the date of the final completion of any Additional Building(s) and/or Recreational Facilities, the construction of which is commenced within such fourteen year period, but which due to delays on account of strike, inability to obtain labor, supplies or materials, fire or other casualty or similar events or causes beyond the reasonable control of the Declarant are not theretofore included in the Condominium; or (c) such later date as is consistent with the applicable requirement of FNMA or FHLMG.

265 (c) ~~In the event that there are unsold Units, the Declarant and its successors and assigns shall have the same rights, as the Owner of such unsold Units, and any other Unit Owner. In addition to the foregoing, the Declarant reserves to itself and its successors and assigns the right for so long as it owns such an unsold Unit to:~~

275 ~~(i) lease and license the use of any unsold unit;~~

~~(ii) use any Unit owned by the Declarant as a model for display for purposes of sale or leasing of condominium units; and~~

~~(iii) perform any work and transact any other business on the Condominium property to complete the development thereof and to facilitate the marketing of any unsold Unit.~~

280 (d) The Condominium Trustees, acting together, shall have the right of access to each Unit and the Exclusive Easement Areas and Facilities appurtenant thereto, in the presence of the unit owner; if possible.;

(i) ~~to inspect,~~ maintain, repair or replace the Common Areas and Facilities contained therein or elsewhere in the Building;

285 (ii) to exercise any other rights or satisfy any other obligations they may have as Trustees.

10. THE UNIT OWNERS' ORGANIZATION. —The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the OLDE CANAL VILLAGE CONDOMINIUM TRUST (hereinabove and hereinafter referred to as the "Condominium Trust") having a usual place of business at Warsaw Street1 Nature View Drive, Uxbridge, Massachusetts, under a Declaration of Trust of even date to be recorded herewith. Each Unit Owner shall have an interest in the Condominium Trust in proportion to the percentage of undivided interest in the Common Areas and Facilities to which his Unit is entitled hereunder.. ~~Trustee of the Condominium Trust and present The name and address of the original~~ (hereinabove and hereinafter the "Condominium Trustee") is: Anthony Marinella, c/o Marinella Development, LLC, P.O. Box 411, Franklin, MA 02038

295 The Condominium ~~Trustee Trust~~ has enacted By-Laws, ~~as provided for in the Condominium Trust~~

pursuant to and in accordance with the provisions of Chapter 183A.

11. EASEMENT FOR ENCROACHMENT. If any portion of the Common Areas and Facilities now encroach upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of

- 300 (a) settling of the Buildings, or
- (b) alteration or repair to the Common Areas and Facilities made by or with the consent of the Condominium Trustees, or
- 305 (c) as a result of repair or restoration of the Buildings or any Unit after damage by fire or other casualty, or (d) as a result of condemnation for eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Buildings stands.

12. UNITS SUBJECT TO MASTER DEED, DECLARATION OF TRUST, and the RULES AND REGULATIONS~~UNIT DEED AND CONDOMINIUM TRUST~~. 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 Declaration of Trust, and the Rules and Regulations~~Unit Deed, the Condominium Trust and the By Laws~~; as they may be amended from time to time, and the items affecting title to the Land as set forth in Exhibit A. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the ~~Unit Deed, the Condominium Trust and the By Laws~~ Declaration of Trust, and the Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the Land, are accepted and ratified by such owner, tenant, visitor, servant or occupant; and all of 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 or conveyance or lease thereof.

13. AMENDMENTS TO MASTER DEED. This Master Deed may be amended subject to the restrictions of Chapter 183A of the General Laws of Massachusetts and, except as provided otherwise in this instrument, by an instrument in writing signed by the owners of sixty-seven (67%) percent or more in beneficial interest of the common areas and facilities. Notwithstanding the foregoing, no such amendment shall restrict or interfere with the ~~right of the Declarant to sell, mortgage or otherwise dispose of any Condominium Unit owned by it, or otherwise affect the rights reserved by the Declarant without the written assent of the Declarant in each instance, nor shall it modify the~~ rights of any Unit Owner to the exclusive use of any portion of the common areas and facilities herein granted without the written assent thereto of the Unit Owner affected thereby and the first mortgagee holding a mortgage of record on the Unit. If an amendment involves a change in percentage interest, such vote shall be by

330 one hundred (100%) percent in interest of the Unit Owners, in addition to the written consent of the holders of all first mortgages on all mortgaged Units. No amendment shall be effective until recorded with the Worcester District Registry of Deeds within six (6) months from the date of execution thereof.

14. PROVISIONS FOR THE PROTECTION OF MORTGAGEES. Notwithstanding anything in this Master Deed or the "Condominium Declaration of Trust" ~~or its By Laws~~ to the contrary, the following provisions shall apply for the protection of the holders, insurers or guarantors of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

- 340 (a) In the event that the Unit Owners shall amend this Master Deed or the "Condominium Declaration of Trust" ~~or its By Laws~~ 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

- 345 (iii) sell or lease a Unit acquired by the First Mortgagee.
- (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" or its By-Laws;
- 350 (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 a Unit by such First Mortgagee except to the extent permitted by M.G.L. c. 183A;
- 355 (d) Except as provided by statute in case of condemnation or substantial loss to the Units and/or common elements of the Condominium, the prior written consent of the Owners of the Units ~~(either~~ ~~than the Declarant)~~ to which one hundred (100%) percent of the votes of the "Condominium Trust" are allocated and the approval of the First Mortgagees who have one hundred (100%) percent of the votes subject to such first mortgages shall be required to:
- (i) by any act or omission, seek to abandon or terminate the Condominium; or
- (ii) change the pro rata interest or obligations of any individual Unit for the purpose of:
- 360 (a) levying assessments or charge 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.
- (iii) partition or subdivide any Unit; or
- 365 (iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities; the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or
- 370 (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; or
- (vi) add or amend any material provisions of the Condominium documents which establish, provide for, govern or regulate any of the following:
- (a) voting;
- 375 (b) assessments, assessments liens or subordination of such liens;
- (c) reserves for maintenance, repair and replacement;
- (d) insurance or fidelity bonds;
- (e) rights to use common areas;
- (f) responsibility for maintenance and repair of the several portions of the Condominium;
- 380 (g) expansion or contraction of the Condominium of addition, annexation or withdrawal of property to or from the project;
- (h) boundaries of any Unit (This shall also require the affected Unit Owner's consent);
- (i) the interests in the common areas;
- (j) convertibility of Units into common areas or of common areas into Units;
- 385 (k) leasing of Units;
- (l) imposition of any restrictions on a Unit Owner's right to sell or transfer his Unit, including any right of first refusal or similar restriction (This shall also require the

affected Unit Owner's Consent);

- 390 | (m) ~~a decision by the "Condominium Trust" to establish self management when professional management had been required previously by a First Mortgagee;~~
- (n) restoration or repair of the Condominium after hazard damage or partial condemnation in a manner other than specified in this Master Deed or the ~~"Condominium Trust" or its By-Laws.~~ Declaration of Trust
- 395 | (o) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (p) any provisions which are for the express benefit of mortgage holders, First Mortgagees or eligible insurers or guarantors of first mortgages on a Unit.

In addition, the prior written consent of the First Mortgagees representing one hundred (100%) percent of the votes of the mortgaged Units shall be required to terminate the legal status of the Condominium for reasons other than substantial destruction or condemnation of the Condominium property. If an addition or amendment does not constitute a material change, such as the correction of a technical error or the clarification of a statement, consent shall be assumed when a First Mortgagee fails to submit a response to any written proposal for an amendment within 30 days after the proposal is made. A certificate by the Clerk of the Condominium Trust appended to the amendment making reference to this provision stating that notice was given as above provided and no response had been received from the First Mortgagee within 30 days shall be conclusive evidence of such facts and may be relied upon by third parties with respect thereto.

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- 405 |
- (e) 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;
- 410 |
- (f) In no event shall any provisions of this Master Deed or the "Condominium Trust" or its By-Laws 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 taking of such. Unit and/or the common & eas and facilities.
- 415 |
- (g) A First Mortgagee, upon request made to the Trustees of the "Condominium Trust", shall be entitled to written notice of:
- (i) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage owned or held by a First Mortgagee;
- 420 |
- (ii) any delinquency in the payment of assessments or charges owned by an Owner of a Unit subject to a first mortgage owned or held by a First Mortgagee which remains uncured for a period of sixty days.
- (iii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the "Condominium Trust"; and
- 425 |
- (iv) any proposed action which would require the consent of a specified percentage of First Mortgagees.

15. CONDOMINIUM CONTRACTS. Any agreement for professional management of the Condominium, or any other contract or lease with the "Condominium Trust" ~~prior to Declarant's relinquishment of control,~~ may not exceed three (3) years, and further must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days written notice.

430 |

16. BOOKS. RECORDS. AUDITED STATEMENTS.

- (a) The Trustees of Olde Canal Village Condominium Trust shall make available to the Unit Owners and lenders and to holders, insurers or guarantors of any first mortgage current copies of the Master Deeds, its By-Laws other rules concerning the Condominium and books, records and financial statement of the "Condominium Trust". "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.
- 435 |

- 440 (b) Any holder, insurer or guarantor of a first mortgage of a Unit shall be entitled upon written request to an audited financial statement for the immediately preceding fiscal year free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request.
17. DEFINITIONS. All terms and expressions herein used which are defined in Section 1 of [Chapter 183A](#) shall have the same meaning herein unless the context otherwise requires.
- 445 18. SEVERABILITY. The invalidity or unenforceability of any provision 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 provision had never been included herein.
19. 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.
- 450 20. 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.
- 455 21. CHAPTER 183A OF THE GENERAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS TO CONTROL. The Master Deed is set forth to comply with the requirements of Chapter 183A, and said Chapter shall control as to all matters contained therein but not specifically set forth in this Master Deed. In case any of the provisions stated above conflict with the provisions of Chapter 183A, the provisions of said Chapter shall control.

Signature

460 _____
Andrew Habe (Chairman)

465 Thomas Fermi (Vice Chairman)

William Patten

Merle Ray

470 _____

Thomas Rogers

EXHIBIT A

475 The land and any improvements thereon situated on the easterly side of Oak Street in Uxbridge, Worcester
County, Massachusetts, and being shown as Lot I on a plan entitled "Plan of Land in Uxbridge,
Massachusetts, prepared for Olde Canal Realty Trust" dated August 17, 1999, prepared by Andrews
Survey & Engineering, Inc., recorded with Worcester District Registry of Deeds in Plan Book 745, Page 91.
480 Also including the sewer easement recorded in Book 21930, Page 49, assigned to the Declarant by
Stephan M. Rodolakis, Trustee of Olde Canal Realty Trust, recorded with Worcester District Registry of
Deeds in Book 21930, Page 61.

Said premises are subject to:

1. Rights of others in and to Warsaw Road shown as "Right of Way" on plan recorded in Book 2417,
Page 25.
 - 485 2. Terms and Provisions of Special Permit issued by Uxbridge Zoning Board of Appeals recorded in
Book 21713, Page 240, and consent of Uxbridge Planning Board recorded in Book 22066, Page
110.
 3. Order of Conditions DEP File No. 312-115 issued by Uxbridge Conservation Commission recorded
in Book 21713, Page 53.
- 490 For Declarant's title, see deed of Stephan M. Rodolakis, Trustee of Olde Canal Realty Trust, recorded in
Book 21930, Page 47.

EXHIBIT C

Unit #, Building

495

<i>BLDG#</i>	<i>UNIT#</i>	<i>HOMESTREET</i>	<i>BI</i>	<i>Type</i>	
1	1	06 Olde Canal Way	1.335	A	
1	2	08 Olde Canal Way	1.335	A	
1	3	10 Olde Canal Way	1.464	C	
2	4	17 Olde Canal Way	1.335	A	
2	5	15 Olde Canal Way	1.335	A	
2	6	13 Olde Canal Way	1.335	A	
2	7	11 Olde Canal Way	1.335	A	
3	8	29 Olde Canal Way	1.506	B	
3	9	27 Olde Canal Way	1.335	A	
3	10	25 Olde Canal Way	1.335	A	
3	11	23 Olde Canal Way	1.335	A	
3	12	21 Olde Canal Way	1.335	A	
3	13	19 Olde Canal Way	1.464	C	
4	14	24 Olde Canal Way	1.335	A	
4	15	26 Olde Canal Way	1.335	A	
4	16	28 Olde Canal Way	1.464	C	
5	17	30 Olde Canal Way	1.532	B	
5	18	32 Olde Canal Way	1.335	A	
5	19	34 Olde Canal Way	1.335	A	
5	20	36 Olde Canal Way	1.335	A	
5	21	38 Olde Canal Way	1.464	C	
6	22	35 Olde Canal Way	1.506	B	
6	23	33 Olde Canal Way	1.421	A	
6	24	31 Olde Canal Way	1.464	C	
7	25	09 Olde Canal Way	1.335	A	
7	26	07 Olde Canal Way	1.335	A	
7	27	05 Olde Canal Way	1.335	A	
7	28	03 Olde Canal Way	1.335	A	
7	29	01 Olde Canal Way	1.335	A	
8	30	11 Nature View Drive	1.377	B	
8	31	09 Nature View Drive	1.335	A	
8	32	07 Nature View Drive	1.335	A	
8	33	05 Nature View Drive	1.335	A	
8	34	03 Nature View Drive	1.464	C	
9	35	23 Nature View Drive	1.377	B	
9	36	21 Nature View Drive	1.399	B	
9	37	19 Nature View Drive	1.335	A	
9	38	17 Nature View Drive	1.335	A	
9	39	15 Nature View Drive	1.335	A	

9	40	13 Nature View Drive	1.464	C	
10	41	20 Nature View Drive	1.335	A	
10	42	22 Nature View Drive	1.49	A	
10	43	24 Nature View Drive	1.335	A	
10	44	26 Nature View Drive	1.335	A	
10	45	28 Nature View Drive	1.335	A	
10	46	30 Nature View Drive	1.335	A	
11	47	33 Nature View Drive	1.395	B	
11	48	31 Nature View Drive	1.377	B	
11	49	29 Nature View Drive	1.506	B	
11	50	27 Nature View Drive	1.335	A	
11	51	25 Nature View Drive	1.464	C	
12	52	43 Nature View Drive	1.377	B	
12	53	41 Nature View Drive	1.377	B	
12	54	39 Nature View Drive	1.377	B	
12	55	37 Nature View Drive	1.377	B	
12	56	35 Nature View Drive	1.464	C	
13	57	38 Nature View Drive	1.549	B	
13	58	40 Nature View Drive	1.335	A	
13	59	42 Nature View Drive	1.335	A	
13	60	44 Nature View Drive	1.464	C	
14	61	53 Nature View Drive	1.562	B	
14	62	51 Nature View Drive	1.335	A	
14	63	49 Nature View Drive	1.377	A	
14	64	47 Nature View Drive	1.335	A	
14	65	45 Nature View Drive	1.392	B	
15	66	56 Nature View Drive	1.464	C	
15	67	58 Nature View Drive	1.532	B	
15	68	60 Nature View Drive	1.464	C	
16	69	61 Nature View Drive	1.432	B	
16	70	59 Nature View Drive	1.335	A	
16	71	57 Nature View Drive	1.335	A	
16	72	55 Nature View Drive	1.464	C	

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Olde Canal Village

DECLARATION OF TRUST

Bylaws

Rules and Regulations

Apr 10, 2014

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97

98

99 This DECLARATION OF TRUST and Exhibit A, RULES AND REGULATIONS are amended the day of 2005
100 and filed with the Massachusetts Registry of Deeds by duly elected Trustees who are unit owners and who reside
101 at Olde Canal Village whose address is One Nature View Drive, Uxbridge, MA 01569
102

103 **ARTICLE I**

104 Name of Trust

105 The Trust hereby created shall be known as the **OLDE CANAL VILLAGE**
106 **CONDOMINIUM TRUST** (hereinafter referred to as the "Trust"), and, so far as legal,
107 convenient and practicable, all business carried on by the Trustees shall be conducted and all
108 instruments in writing by the Trustees shall be executed.

109 **ARTICLE II**

110 The Trust Purposes

111 **Section 2.1 Unit Owner's Organization**

112 All of the rights and powers in and with respect to the common areas and facilities of OLDE
113 CANAL VILLAGE CONDOMINIUM (hereinafter referred to as the "Condominium")
114 established by a Master Deed recorded herewith (hereinafter referred to as the "Master Deed")
115 which are by virtue of the Massachusetts General Laws, Chapter 183A (hereinafter referred to
116 as "Chapter 183A") conferred upon or exercised by the organization of Unit Owners of said
117 Condominium, and all property real and personal, tangible and intangible, conveyed to the
118 Trustees hereunder shall vest in the Trustees of this Trust, in trust, to exercise, manage,
119 administer, and dispose of the same and to receive the income thereof for the benefit of the
120 owners of record from time to time of the Units of the Condominium (hereinafter referred to
121 as the "beneficial interest") set forth in Article IV hereof and in accordance with the
122 provisions of Section 10 of Chapter 183A for the purposes therein set forth. The provisions of
123 this Declaration of Trust shall automatically become applicable to property which may be
124 added to the Condominium upon the recording of an Amendment to the Master Deed
125 submitting such additional property to the provisions of Chapter 183A of the Massachusetts
126 General Laws.

127

128 **Section 2.2 Not a Partnership.**

129 It is hereby declared that a Trust and not a partnership has been created and that the Unit
130 Owners are beneficiaries, and, not partners or associates nor in any other relation whatever
131 between themselves with respect to the Trust property, and hold no relation to the Trustee
132 other than of beneficiaries, with only such rights as are conferred upon them as such
133 beneficiaries hereunder and under and pursuant to the provisions of Chapter 183A.

134

ARTICLE III

The Trustees

Section 3.1 Number of Trustees.

There shall be at all times five (5) Trustees hereunder. Terms begin and end with the filing at the Massachusetts Registry of Deeds all changes to the Board of Trustees.

Section 3.1.1 Term.

The term of each Trustee, under Section 3.1 of this Trust, shall be for three years and shall end at the annual meeting (or special meeting in lieu thereof) at which such Trustee's successor is due to be appointed, except that the term of any Trustee appointed to fill a vacancy in an unexpired term shall end when his or her predecessor's term would, but for the vacancy, have ended.

Changes to the Board of Trustees shall be made by written instrument executed by the Board and being elected or appointed, and containing the Trustee's acceptance of designation duly acknowledged. All persons elected or appointed Trustees hereunder shall be Unit Owners.

Section 3.1.2 Vacancies: Appointment and Acceptance of Trustees.

If and whenever any Trustee's term is to expire or for any other reason, including, without limitation, removal, resignation, or death of a Trustee, the number of Trustees shall be less than the number established under Section 3.1, a vacancy or vacancies shall be deemed to exist.

1. A special election (or annual election) will be held at the clubhouse to choose a successor to fill the empty Trustee seat. A notice will be sent to all residents with
 - Trustee's name whose term is expiring
 - Who the current candidates are.
 - A solicitation for additional candidates
 - Cutoff date for accepting additional candidates
 - Time and location for the election
 - Notice that fifteen days are allotted for this notification
2. Each vacancy may also be filled at any time by an instrument in writing which sets forth the ...
 - appointment of a natural person to act as Trustee, signed by any three Unit Owners who certify under oath that Unit Owners entitled to more than fifty percent (50%) of the beneficial interest have voted to make such appointment and
 - the acceptance of such appointment signed and acknowledged by the person appointed.
 - If the Unit Owners have not voted to make such appointments within thirty days after the vacancy or vacancies first existed, then the remaining Trustees, by an instrument in writing which sets forth
 - (a) the name of the person appointed to act as Trustee, signed by a majority of the Trustees

173 then in office (or by the sole Trustee if there be only one therein office) and
174 (b) the acceptance of such appointment signed and acknowledged by the person appointed,
175 shall then appoint replacements to fill the vacancy or vacancies.

176 3. Any vacancy which shall continue for more than sixty days may also be filled by
177 appointment by any court of competent jurisdiction upon the application of one or more
178 Unit Owners or Trustees with notice to all Unit Owners and Trustees and to such other
179 parties in interest, if any, to whom the court may direct that notice be given.

180 4. Appointments of Trustees shall be effective upon recording with the Registry of Deeds the
181 instrument of appointment and acceptance; and such person shall then become a Trustee
182 and shall be vested with the title to the Trust property jointly with the remaining or
183 surviving Trustee or Trustees without the necessity of any act or transfer or conveyance.
184

185 The foregoing provisions of this section notwithstanding, despite any vacancy in the office
186 of Trustee, however caused and for whatever duration, the remaining or surviving
187 Trustee(s) shall continue to exercise and discharge all of the powers, discretion, and duties
188 hereby conferred or imposed upon the Trustees.

189 **Section 3.2 Trustee Action.**

190 In any matter relating to the administration of the Trust hereunder and the exercise of the
191 powers hereby conferred, the Trustees shall act by majority vote. The Trustees may act in
192 response to an emergency by majority consent of the then present Trustees..

193 **Section 3.3 Resignation: Removal.**

194 Any Trustee may resign at any time by instrument in writing signed and duly acknowledged
195 by that Trustee. Resignations shall take effect upon the recording of such instrument with the
196 Registry of Deeds. Trustees, may be removed, with or without cause by vote of Unit Owners
197 entitled to more than fifty percent (>50%) of beneficial interest hereunder.
198

199 The vacancy resulting from such removal shall be filled in the manner provided in Section
200 3.1.2. Any removal shall become effective upon the recording with the Registry of Deeds of a
201 ¹certificate of removal signed by a majority of the remaining Trustees in office, or by three (3)
202 Unit Owners who certify under oath that Unit Owners holding more than fifty percent (>50%)
203 of the beneficial interest hereunder have voted such removal.

204 **Section 3.4 Fidelity Bonds**

205 The Condominium Trust shall obtain adequate fidelity insurance and/or fidelity bonds naming
206 the Condominium Trust as the insured at least in the minimum amounts required by the
207 Federal Home Loan Mortgage Corporation and Federal National Mortgage Association,
208 whichever is higher, for all officers, employees and volunteers of the Condominium handling
209 or responsible for Condominium funds. The premium on such bonds and/or insurance shall
210 constitute a common expense. The bonds must provide for at least ten (10) days' written
211 notice to the Owners' Organization or insurance trustee and to all eligible mortgage holders

¹ A certificate of removal is not a formal document. Any document that bears the signatures of >50% of the beneficial interest will suffice. The document will also include the signatures of three (3) Trustees or 3 owners who swear to the validity of the document.

212 before it can be canceled or substantially modified.
213 Any professional management firm, retained by the Condominium Trust, must be insured to
214 the same extent as the Condominium Trust managing its own operation and must submit
215 evidence of such coverage to the Trust.

216 **Section 3.5 Compensation of Trustees.**

217 With the approval of the Unit Owners holding more than fifty percent (50%) of the beneficial
218 interest hereunder, each Trustee may receive such reasonable remuneration for his services
219 and also additional reasonable remuneration for extraordinary or unusual services, legal or
220 otherwise, rendered by him or her in connection with the Trust hereof all as shall be from time
221 to time fixed and determined by the Trustees, and such remuneration shall be a common
222 expense of the Condominium.

223 **Section 3.6 No Personal Liability.**

224 No Trustee shall under any circumstances or in any event be held liable or accountable out of
225 his personal assets or be deprived of compensation by reason of any action taken, suffered, or
226 omitted in good faith or be so liable, accountable, or deprived by reason of honest errors of
227 judgment or mistakes of fact or law or by reason of the existence of any personal or adverse
228 interest or by reason of anything except his own personal and willful malfeasance and
229 defaults. Actions taken

- 230 (1) by a successor Trustee after appointment by the Unit Owners and prior to recording of the written
231 instrument required under Section 3.1.2, and
- 232 (2) by the outgoing Trustee after recording of said instrument, in both cases in the good faith belief
233 that such person holds the rights and powers of a Trustee, shall not create any liability for such
234 person beyond that which he or she would have had as a Trustee.

235 **Section 3.7 Trustees May Deal with Condominium.**

236 No Trustee shall be disqualified by being a Trustee from contracting or dealing with the
237 Trustees or with one or more Unit Owners (whether directly or indirectly because of his
238 interest in any corporation, firm, trust or other organization connected with such contracting
239 or dealing or because of any other reason), as vendor, purchaser, or otherwise, nor shall any
240 such dealing, contract, or arrangement entered into in respect of this Trust in which any
241 Trustee so dealing or contracting or being so interested be liable to account for any profit
242 realized by any such dealing, contract, or arrangement by reason of such Trustee's holding
243 office or of the fiduciary relation hereby established, provided the Trustee shall act in good
244 faith and shall disclose the nature of his interest before entering into the dealing, contract or
245 arrangement and shall not vote as Trustee to approve the Trust entering into such contracting
246 or dealing. The Trustee, in dealing with the condominium, must comply with all rules set forth
247 in the competitive procurement rules as defined in **Document # _____**

248 **Section 3.8 Indemnity of Trustees.**

249 Each Trustee to the extent stated in Section 3.6, any outgoing and successor Trustee as to
250 actions taken as a Trustee before the person became entitled or after the person ceased to be
251 entitled to exercise the rights and powers of a Trustee, shall be entitled to indemnity both out
252 of the Trust property and by the Unit Owners against any liability incurred by them or any of

253 them in the execution hereof including, without limiting the generality of the foregoing,
 254 liabilities in contract and in tort and liabilities for damages, penalties, and fines; and, acting by
 255 majority, the Trustees may purchase such insurance against liability as they shall determine is
 256 reasonable and necessary, the cost of such insurance to be a common expense of the
 257 Condominium. Each Unit Owner shall be personally liable for all sums lawfully assessed for
 258 their share of any claims involving the Trust property in excess thereof all as provided in
 259 Sections 6 and 13 of Chapter 183A. Nothing in this paragraph shall be deemed to limit in any
 260 respect the powers granted to the Trustees in this Declaration of Trust.

261 **Section 3.9 – Eligibility to be a Trustee [Amendment 6/13**

262 *proposed by Trustees and ratified by the residency in June 2013 - To seek election and hold*
 263 *office of trustee, the resident candidate must be a qualified occupant (≥ 55 years old²), a home*
 264 *owner, and all condominium fees paid.*

265 **ARTICLE IV**

266 BENEFICIARIES AND THE BENEFICIAL INTEREST IN THE TRUST

268 **Section 4.1 Beneficial Interest.**

269 The beneficiaries of this Trust shall be the Unit Owners of Olde Canal Village Condominium.
 270 The beneficial interest in this Trust shall be divided among the Unit Owners in the percentage
 271 of undivided beneficial interest appertaining to the Units of the Condominium as determined
 272 in the Master Deed and as it may be amended from time to time.

273 **Section 4.2 Each Unit to Vote by One Person.**

274 The beneficial interest of each Unit of the Condominium shall be held and exercised as a Unit
 275 and shall not be divided among several owners of any such Unit. To that end, whenever any
 276 Unit is owned of record by more than one (1) person, the several owners of such Unit shall (a)
 277 determine and designate which one of such owners shall be authorized and entitled to cast
 278 votes, execute instruments and otherwise exercise the right appertaining to such Unit
 279 hereunder, and

281 All rights of a Unit Owner under this Trust may be exercised by written proxy. The Trustees
 282 shall make any necessary determinations in their sole discretion as to the validity of proxies.
 283

² This originally said, >55 years old which excluded people 55 years old. It should have said ≥55 years old.
 [Andrew Habe approved the change on 3/26/2014]

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ARTICLE V

BYLAWS

This document acknowledges the difference between a resident and a unit owner. Everyone that resides at Olde Canal Village is a “resident” but not every resident is a unit owner. This distinction is significant in that these bylaws may apply differently to each.

These provisions of Article V shall constitute draft revision 1.0 of the By-Laws of the Olde Canal Village Condominium Trust and the organization of Unit Owners established on March 30, 2000 and hereby:

Vision

To create and maintain a condominium community, a fellowship, an environment that is safe, satisfying, enjoyable, harmonious, and affordable through homeowner participation in the governing of itself.

Mission

Create, maintain, and continuously improve a formal structure of procedures and processes by which the governing Board of Trustees will direct the activities and operations of the community in support of the Vision statement and to continuously improve the communication between the Board and the Homeowners/residents.

Section 5.0 Responsibility of the Board

The administration of Olde Canal Village can be divided into five functional groups, Chairman, Operations, Administration, Finance, and Secretary

CHAIRMAN	OPERATIONS	ADMIN	TREASURER	SECRETARY
----------	------------	-------	-----------	-----------

Section 5.0.1 Trustee Job Descriptions

Job Descriptions will be defined and documented in a separate document (Attachment B) at the end of the Declaration of Trust. Job Descriptions will be reviewed and updated as required and available to the owners/residents.

Section 5.1 Powers and Limitations of the Trustees

The Trustees shall have all the powers and duties necessary for the administration of the offices of the Condominium. Subject to and in accordance with all applicable provisions of said Chapter 183A and the Master Deed, and, without limiting the generality of the foregoing, the Trustees may without the necessity of applying to any court or to the Unit Owners for leave so to do:

- 319 (1) Retain the Trust property, or any parts or part thereof in the same form or forms of
320 investment in which received or acquired by them so far and so long as they shall think
321 fit, without liability for any loss resulting therefrom;
- 322 (2) Sell, assign, convey, transfer, exchange and otherwise deal with or dispose of the Trust
323 property, but not the whole thereof, free and discharged of any and all trusts, at public
324 or private sale, to any person or persons for cash or on credit, and in such manner and
325 on such restrictions, stipulations, agreements and reservations as they shall deem
326 proper, including the power to take back mortgages to secure the whole or any part of
327 the purchase price of any of the Trust property sold or transferred by them; execute and
328 deliver any deed or other instruments in connection with the foregoing; and grant
329 permits, licenses and easements over the common areas for utilities, roads and other
330 purposes reasonably necessary or useful for the proper maintenance or operation of the
331 Condominium.
- 332 (3) Purchase or otherwise acquire title, and rent, lease or hire from others for terms which
333 may extend beyond the termination of this Trust any property or rights to property, real
334 or personal, and own, manage, use and hold such property and such rights;
- 335 (4) Borrow or in any other manner raise such sum or sums of money or other property as
336 they shall deem advisable in any manner and on any terms, and evidence of
337 indebtedness which may mature at a time or times even beyond the possible duration of
338 this Trust, and execute and deliver any mortgage, pledge or other instrument to secure
339 any such borrowing;
- 340 (5) Enter into any arrangement for the use or occupation of the Trust property, or any part
341 or parts thereof including, without thereby limiting the generality of the foregoing,
342 leases, subleases, easements, licenses or concessions, upon such terms and conditions
343 and with such stipulations and agreements as they shall deem desirable, even if the
344 same extend beyond the possible duration of this Trust;
- 345 (6) Invest and reinvest the Trust property, or any part or parts thereof and from time to
346 time, as often as they shall see fit, change investments, including investment in all types
347 of securities and other property, of whatsoever nature and however dominated, all to
348 such extent as to them shall seem proper, and without liability for loss even though such
349 property or such investments shall be of a character or in an amount not customarily
350 considered proper for the investment of trust funds;
- 351 (7) Incur such liabilities, obligations and expenses and pay from the principal or the
352 income of the Trust property all such sums as they shall deem necessary or proper for
353 the furtherance of the purposes of this Trust;
- 354 (8) Determine whether receipt by them constitutes principal or income or surplus and
355 allocate between principal and income and designate as capital or surplus any of the
356 funds of the Trust;
- 357 (9) Vote in such manner as they shall think fit any or all shares in any corporation or trust
358 which shall be held as Trust property, and for that purpose give proxies to any person,
359 persons or to one or more of their number, vote, waive any notice or otherwise act in
360 respect of any such shares;

- 361 (10) Deposit any funds of the Trust in any bank or trust company, and delegate to any one or
362 more of their number, or to any person or persons, the power to deposit, withdraw and
363 draw checks on any funds of the Trust;
- 364 (11) Engage in such litigation in the name of and on behalf of the Trust as they deem
365 necessary and proper to further the purposes of this Trust;
- 366 (12) Maintain such offices as they shall deem necessary or proper to engage in business in
367 Massachusetts
- 368 (13) (13) Employ, appoint and remove such agents, managers, officers, lawyers,
369 accountants, brokers, engineers, architects, employees, servants, assistants and counsel
370 as they shall deem proper for the purchase, sale or management of the Trust property, or
371 any part or parts thereof or for conducting the business of the Trust. Define the
372 respective duties and fix and pay the compensation of those employed or appointed.
373 The Trustees shall not be answerable for the act and defaults of any such person. The
374 Trustees may delegate to any such agent, manager, officer, board, broker, engineer,
375 architect, employee, servant, assistant or counsel any or all of their powers (including
376 discretionary powers, except that the power to join in amending, altering, adding to,
377 terminating or changing this Declaration of Trust and the Trust hereby created shall not
378 be delegated) all for such times and purposes as they shall deem proper. without hereby
379 limiting the generality of the foregoing, the Trustees may designate from their number a
380 Chairman, a Vice Chairman, and a Treasurer, and may from time to time designate one
381 or more of their own number to be the Managing Trustees for the management and
382 administration of the Trust property and the business of the Trust, or any part or parts
383 thereof. The Trustees may also from time to time identify and appoint a recording
384 secretary that is not then a Trustee.
- 385 (14) Impose charges for the late payment of common expense assessments or other charges
386 and to levy reasonable fines, including a system of progressive fines for repetitive
387 violations, for violations of the. Master Deed, Trust, By-Laws, Restrictions or Rules
388 and Regulations of OLDE CANAL VILLAGE CONDOMINIUM; Fines, including a
389 schedule for progressive fines (must be posted to the “Schedule of Charges” or are
390 otherwise invalid.
- 391 (15) Generally, in all matters not herein otherwise specified, control and do each and
392 everything necessary, suitable, convenient, or proper for the accomplishment of any of
393 the purposes of the Trust or incidental to the powers herein or granted to the Trust by
394 the provisions of Chapter 183A, Section. ??? The Trust shall manage and dispose of
395 the Trust property as if the Trustees were the absolute owners thereof and do any and all
396 acts, including the execution of any instruments,subject to 75% (beneficial interest)
397 approval of the unit owners.

398 **Section 5.2 Maintenance and Repair of Units.**

399 The Unit Owners shall be responsible for the property maintenance and repair of their
400 respective Units including, without limitation, interior finish walls, ceilings, and floors and
401 interior window trim, doors, door frames and interior door trim. Exterior doors (front
402 entrance, deck doors, and garage doors) must also be maintained by the unit owner in
403 accordance with the “standards” for building ascetics as determined by the Trustees. The

404 appearance of all units must be uniform and must conform to the standards.
405

406 If the Trustees shall at any time in their reasonable judgment determine that the interior of any
407 Unit is in such need of maintenance or repair that the market value of one or more other Units
408 is being adversely affected or that the condition of a Unit or fixtures, furnishings, facility or
409 equipment therein is hazardous to any Unit or its occupants, the Trustees shall in writing
410 require the Unit Owner to correct the hazardous condition. In case such work shall not have
411 been commenced within fifteen (15) days (or such reasonable shorter period in case of
412 emergency as the Trustees shall determine) of such request and thereafter diligently brought to
413 completion, the Trustees shall be entitled to have the work performed for the account of such
414 Unit Owner and to enter upon and have access to such Unit for that purpose. The reasonable
415 cost of such work shall constitute a lien upon such Unit pursuant to the provisions of Chapter
416 183A, Section 6, and the Unit Owner shall be personally liable therefore.
417
418

419 **Section 5.3 Maintenance. Repair and Replacement of** 420 **Common Areas and Facilities:**

421 ASSESSMENT OF COMMON EXPENSES THEREFORE: TRUSTEE ACCESS TO UNITS

422 (1) The Trustees shall be responsible for the proper maintenance, repair and replacement of
423 the common areas and facilities of the Condominium (see Section 5.5 for specific
424 provisions dealing with repairs and replacement necessitated because of casualty loss).

425 These expenses may be accrued through a managing agent designated by the Trustees to
426 approve payment of vouchers for such work. The expenses of such maintenance, repair
427 and replacement shall be assessed to the Unit Owners as common expenses of the
428 Condominium at such times and in such amounts as provided in Section 5.4.

429 (2) The Trustees and their agents shall have access to each Unit from time to time as
430 permitted by the unit owner, during reasonable hours for the maintenance, repair or
431 replacement of any of the common areas and facilities therein or accessible therefrom or
432 for making emergency repairs necessary, in the Trustee's sole judgment, to prevent
433 damage to the common areas and facilities or to another Unit or Units.

434 **Section 5.4 Common Expense Funds**

435 ***Section 5.4.1 Reserve Funds***

436 (1) The Unit Owners shall be liable for common expenses and, subject to the Trustee's
437 judgment as to reserve and contingent liability funds stated below, shall be entitled to
438 surplus accumulations, if any, of the Condominium in proportion to their beneficial
439 interest in the Trust. The Trustees may from time to time distribute surplus
440 accumulations, if any, among the Unit Owners in such proportions.

441 (2) The Trustees shall set aside common funds for reserve and contingent liabilities and the
442 Trustees may use the funds for such, and may also use the funds, so set aside, for
443 reduction of indebtedness or other lawful capital purpose, or, subject to the provisions of

444 the following Sections 5.4.2 and 5.4.4 for repair, rebuilding or restoration of the Trust
445 property or for improvements thereto, and the funds so set aside shall not be deemed to
446 be common profits available for distribution.

447 ***Section 5.4.2 Estimates of Common Expenses and Assessments.***

- 448 (1) At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the
449 Trustees shall estimate the common expenses expected to be incurred during the next
450 fiscal year together with a reasonable provision for contingencies and reserves, and after
451 taking into account undistributed surplus accumulations from prior years, not yet set
452 aside for reserve or contingent liabilities, shall determine and document the assessments
453 to be made and the expenses for the next fiscal year and shall present and distribute
454 these determinations to the community at large not later than fifteen (15) days prior to
455 the end of the fiscal year.
- 456 (2) The Trustees shall promptly render statements to the Unit Owners for their respective
457 share of such annual assessments, according to their beneficial interest in the common
458 areas and facilities³. In the event that the Trustees shall determine during any fiscal year
459 that the assessment so made is less than the common expenses actually incurred, or in
460 the reasonable opinion of the Trustees likely to be incurred, the Trustees shall make a
461 supplemental or special assessment or assessments and render statements therefore in
462 the manner aforesaid.
- 463 (3) The Trustees may in their discretion provide for payment of assessments in monthly or
464 other installments. The amount of each such assessment shall be a personal liability of
465 each Unit Owner (jointly and severally among the owners of each Unit) and, if not paid
466 when due, or upon the expiration of such defined and documented grace period 10, shall
467 carry a late charge in such amount or at such rate (which amount or rate need not be in
468 proportion to the beneficial interests in this Trust) as the Trustees shall impose from the
469 penalties (Document
- 470 Attachment A) and, together with any such late amount, shall constitute a lien on the
471 Unit pursuant to the provisions of Section 6 of Chapter 183A. Each Unit Owner, by
472 acceptance of a Unit Deed, agrees to pay all costs and expenses, including reasonable
473 attorneys' fees, incurred by the Trustees in collection of said assessments for common
474 expenses and enforcement of said lien.
- 475 (5) The Trustees, in their sole discretion, may for good cause, waive all or any portion of the
476 late charge, attorneys' fees, and other costs of collection; provided, however, that
477 Trustees shall be disqualified from voting with respect to any Unit owned or occupied
478 by such Trustee.

479 ***Section 5.4.3 Deleted***

480 ***Section 5.4.4 Application of Common Funds***

3 See deadline above

481 The Trustees shall expend common funds only for the purposes permitted by this Trust and
482 Chapter 183A.

483 ***Section 5.4.5 Notice of Delinquency to Mortgages***

484 When any portion of the common expenses has been delinquent for at least sixty (60) days,
485 the Trustees shall send a notice stating the amount of the delinquency to both the unit owner
486 and the first mortgagee of the unit by certified and first class mail, provided that the first
487 mortgagee has informed the Trustees of its name and mailing address.

488

489 **Section 5.5 Rebuilding and Restoration after Casualty:** 490 **Improvements**

491 ***Section 5.5.1 Determination of Scope of Loss***

492 In the event of any casualty loss to the Trust property, the Trustees shall determine in their
493 reasonable discretion whether or not such loss exceeds ten percent (10%) of the value of the
494 Condominium (not the unit) immediately prior to the casualty, and shall notify all Unit
495 Owners of such determination. If such loss as so determined does not exceed ten percent
496 (10%) of such value, the Trustees shall proceed with the necessary repairs, rebuilding or
497 restoration in the manner provided in Paragraph (a) of Section 17 of Chapter 183A. If such
498 loss as so determined exceeds ten percent (10%) of such value, the Trustees shall proceed
499 with the necessary repairs, rebuilding or restoration in the manner provided in Paragraph (b)
500 of Section 17 of Chapter 183A. If such loss as so determined exceeds ten percent (10%) of
501 such value the Trustees shall forthwith submit to all Unit Owners a form of agreement (which
502 may be in several counterparts) among the Unit Owners authorizing the Trustees to proceed
503 with the necessary repairs, rebuilding or restoration and a copy of the provisions of Section
504 17. The Trustees shall thereafter proceed in accordance with, and take such further action as
505 they may in their discretion deem advisable in order to implement the provisions of Paragraph
506 (b) of Section 17.

507 ***Section 5.5.2 Submission to Unit Owners of Proposed Improvements***

508 If and whenever the Trustees shall propose to make any improvement(as defined below) to
509 the common areas and facilities (reference the definition of common areas and facilities) of
510 the Condominium or shall be requested in writing by the Unit Owners holding twenty-five
511 percent or more (25%) of the beneficial interest in this Trust to make any such improvement (‘
512 improvement’ is defined as an expenditure for goods or services other than that required for
513 the administration and management of the Association), the Trustee shall submit to all Unit
514 Owners a form of agreement (which may be in several counterparts) specifying the
515 improvement or improvements proposed to be made and the estimated cost thereof and
516 authorizing the Trustees to proceed to make the same, and a copy of the provisions of Section
517 18 of Chapter 183A.

518

519 Upon the receipt by the Trustees of such agreement signed by the Unit Owners holding
520 seventy-five percent ($\geq 75\%$) or more of the beneficial interest or the expiration of ninety (90)

521 days after such agreement was first submitted to the Unit Owners, whichever shall first occur,
522 the Trustees shall notify all Unit Owners of the aggregated percentage of beneficial interest
523 held by Unit Owners who have then signed such agreement.
524

525 If such percentage equals or exceeds seventy-five ($\geq 75\%$), the Trustees shall proceed to
526 make the improvement or improvements specified in such agreement and, in accordance with
527 Section 18 of Chapter 183A, shall charge the cost of improvement to all the Unit Owners.
528

529 The agreement so circulated may also provide for separate agreement by the Unit Owners that
530 if more than fifty percent ($>50\%$), but less than seventy-five percent ($<75\%$) of the beneficial
531 interest so consent, the Trustees shall proceed to make such improvement or improvements
532 and shall charge the same to Unit Owners so consenting.

533 ***Section 5.5.3 Arbitration of Disputed Trustee Action***

534 Notwithstanding anything in Section 5.5.1, 5.5.2, and 5.5.4 in the event that any Unit
535 Owner(s), by written notice to the Trustees, shall dissent from any determination of the
536 Trustees with respect to the value of the Condominium or any other determination or action of
537 the Trustees under this Section 5.5, and such dispute shall not be resolved within thirty (30)
538 days after such notice, then either the Trustees or the dissenting Unit Owner(s) shall submit
539 the matter to arbitration. For that purpose, one arbitrator shall be designated by the Trustees,
540 one by the dissenting Unit Owner(s), and a third by the two arbitrators so designated. Such
541 arbitration shall be conducted in accordance with the rules and procedures of the American
542 Arbitration Association and shall be binding upon all parties.

543 ***Section 5.5.4 Restoration following loss***

544 The Trustee's decision that work constitutes a repair, rebuilding or restoration other than an
545 improvement shall be conclusive and binding on all Unit Owners unless shown to have been
546 made in bad faith. The Trustees shall in no event be obliged to proceed with any repair,
547 rebuilding or restoration, or any improvement, unless and until they have received funds in an
548 amount equal to the Trustees' estimate of all costs thereof.

549 **Section 5.6 Administrative Rules and Regulations**

550 The Trustees may from time to time adopt, amend and rescind administrative documents
551 governing the operation and use of the common areas and facilities and such restrictions and
552 requirements respecting the use and maintenance of the Units and the use of the common
553 areas and facilities as are consistent with the Master Deed and are designed to prevent
554 unreasonable interference with the use by the Unit Owners of their Units and of the common
555 areas and facilities.

556 **Section 5.7 Managing Agent**

557 The Trustees may, in their discretion, appoint a manager or managing agent to administer the
558 management and operation of the Condominium, including the incurring of expenses, the
559 making of disbursements and the keeping of accounts as the Trustees shall from time to time
560 determine. The Trustees or such manager or managing agent may appoint, employ and

561 remove such additional agents, attorneys, accountants or employees as the Trustees shall
562 determine. Any such management agreement must provide for termination by either party
563 without cause and without payment of a termination fee, upon no more than ninety (90) days
564 written notice.

565 **Section 5.8 Insurance.**

566 ***Section 5.8.1 Basic Insurance.***

567 (1) The Trustees shall obtain and maintain, to the extent available at reasonable cost, master policies
568 of insurance of the following kinds, insuring the interests of the Trust, the Trustees, all Unit
569 Owners and their mortgagees as their interests may appear:

570 (2) Physical damage insurance on the buildings and all other insurable improvements forming part of
571 the Condominium (including all of the Units; the general and limited common elements within the
572 Condominium; the fixtures, machinery, equipment, and supplies maintained for service of the
573 Condominium; and the fixtures, improvements, alterations, and equipment within the individual
574 Units but not including furniture, furnishings and other personal property of the Unit Owners
575 therein, nor the improvements made within a unit by the Unit Owner{s} thereof subsequent to the
576 sale of such Unit by the Declarant, as to which it shall be the separate responsibility of the Unit
577 Owner{s} to obtain insurance), now existing or as they may from time to time be increased by
578 amendment to the Master Deed, in an amount not less than full replacement value, with a standard
579 Replacement Cost Endorsement and an Agreed Amount Endorsement or its equivalent, if available
580 (exclusive of land, footings, excavations, and foundations) against:

581 (3) loss or damage by fire and other hazards covered by the standard fire and extended coverage
582 endorsement, together with coverage for the payment of common expenses with respect to
583 damaged Units during the period of reconstruction, and such other hazards and risks as the
584 Trustees from time to time in their discretion shall determine to be appropriate, including but not
585 limited to vandalism, malicious mischief, windstorm, and water damage, boiler and machinery
586 explosion or damage, and plate glass damage.

587 (4) All policies of casualty or physical damage insurance shall provide (to the extent such
588 clauses are so obtainable)

589 a) that such policies may not be canceled or substantially modified without at least thirty
590 days' prior written notice to all of the insured, including each Unit mortgagee, and
591 b) that the coverage thereof shall not be terminated for nonpayment of premiums
592 without thirty days' notice to all of the insured, including each Unit mortgagee.
593 Certificates of such insurance and all renewals thereof together with proof of payment
594 of premiums, shall be delivered by the Trustees to Unit Owners and their mortgagees
595 upon request at least ten days prior to the expiration of the then current policies.

596 (5) Comprehensive public liability insurance including so-called "Broadening Endorsement"
597 with Severability of Interest Endorsement or equivalent coverage covering all other
598 common areas and facilities in such amounts and forms as shall be determined by the
599 Trustees, naming the Trust, the Trustees, the Unit Owners and any manager or managing
600 agent of the Condominium with coverage of at least \$1,000,000.00 for claims for bodily
601 injury or property damage arising out of any single occurrence, a limit of \$50,000.00 for

602 each occurrence for water damage and legal liability endorsement to cover liability of any
603 insured to other insured's.

604 (6) Workman's compensation and employer's liability insurance covering any possible
605 employee of the Trust or its members.

606 (7) The Trustees may, in their sole discretion, purchase such other insurance as they shall
607 determine, including without limitation, any additional insurance that shall be necessary to
608 comply both with the requirements of the Federal Home Loan Mortgage Corporation
609 (FHLMC) and the Federal National Mortgage Association (FNMA).

610 ***Section 5.8.2 Payment to Trustees in Case of Loss***

611 Such master policies shall provide that all casualty loss proceeds thereunder shall be paid to
612 the Trustees as insurance trustees under these By-Laws. The duty of the Trustees as such
613 insurance trustees shall be to receive such proceeds as are paid and to hold, use and disburse
614 the same for the purposes stated in this Section and Section 5.5. If repair or restoration of the
615 damaged portions of the Condominium is to be made, all insurance loss proceeds shall be held
616 in shares for the Trust and the owners of damaged Units, in proportion to the respective costs
617 of repair or restoration of the common area and facilities and damaged Units, with each share
618 to be disbursed to defray the respective costs of repair or restoration of the damaged common
619 areas and facilities and damaged Units, and with any excess of any such share of proceeds
620 above such costs of repair or restoration to be paid to the Trust or Unit Owners for whom held
621 upon completion of repair or restoration; but it pursuant to Section 5.5, restoration or repair is
622 not to be made, all insurance loss proceeds shall be held as common funds of the Trust and
623 applied for the benefit of Unit Owners in proportion to their beneficial interests in the Trust if
624 the Condominium is totally destroyed, and, in the event of a partial destruction, after payment
625 for such restoration of the common areas and facilities as the Trustees may determine, to those
626 Unit Owners who have suffered damage in proportion to the damage suffered by them. Such
627 application for the benefit of Unit Owners shall include payment directly to a Unit Owners
628 mortgagee if the mortgagee with respect to such Unit so requires.

629 ***Section 5.8.3 Other Provisions***

630 In addition to the coverage and provisions set forth in Section 5.8.1, the Trustees shall see that
631 all policies of physical damage insurance:

632
633 (1) shall contain waivers of subrogation by the insurer as to claims against the Condominium,
634 the Trustees, their employees, Unit Owners and members of the family of any Unit Owner
635 who resides with said Unit Owner, except in cases of arson and fraud;
636 (2) shall contain a waiver of defense of invalidity on account of the conduct of any of the Unit
637 Owners over which the Trustees have no control;

638 (3) shall provide that in no event shall the insurance under said policies be brought into
639 contribution with insurance purchased and held individually by Unit Owners or their
640 mortgagees;

641 (4) shall exclude policies obtained by individual Unit Owners from consideration under any
642 "no other insurance" clause. The Trustees may include a deductible provision, but said

643 provision may not exceed the lower of \$5,000.00 or one percent (1%) of the applicable
644 amount of coverage, in any of such insurance policies. Funds for such deductibles must be
645 included in the Trust's reserves and be so designated;

646 (5) shall cause the appraisal or appraised value to be reviewed at least annually, and if
647 necessary shall increase the amount of coverage on the Master Policy; and

648 (6) shall have an Inflation Guard Endorsement.

649 ***Section 5.8.4 Unit Owners' Insurance and Responsibility for*** 650 ***Increase in Premiums of Master Policy***

651 (1) Each Unit Owner may obtain additional insurance for his or her own benefit at his or her
652 own expense.

653 (2) No such policy shall be written so as to decrease the coverage under any of the policies
654 obtained by the Trustees pursuant to Section 5.8.1 above,

655 (3) and each Unit Owner hereby assigns to the Trustees the proceeds of any such policy to the
656 extent that any such policy does in fact result in a decrease in such coverage, said proceeds
657 to be applied pursuant to the terms of this Section 5.8 as if produced by such coverage.

658 (4) Copies of all such policies (except policies covering only personal property of individual
659 Unit Owners) shall be filed with the Trustees.

660 ***Section 5.8.5 Improvements by Unit Owners***

661 (1) No Unit Owner shall convert or improve any portion of the garage into finished room(s)
662 for living space.

663 (2) No Unit Owner shall make any addition, alteration or improvement in or to his Unit which
664 may affect the structure or mechanical systems of the Condominium without the prior
665 written consent hereto of the Trustees, which consent shall not be unreasonably withheld,
666 but may contain such conditions as they deem appropriate including, without limitation,
667 restrictions in the manner of performing such work and requirements for builder's risk and
668 liability insurance.

669 (3) All additions, alterations or improvements to any Unit (whether or not affecting the
670 structural or mechanical systems of the Condominium) shall be performed in compliance
671 with all applicable laws, regulations and codes, and when required thereby, by licensed
672 contractors, and in such manner as not to unduly inconvenience or disturb the occupants of
673 the Condominium.

674 (4) Each Unit Owner shall notify the Trustees of all improvements to his or her Unit (except
675 personal property other than fixtures) which exceed a total value of One Thousand
676 (\$1,000.00) Dollars within twenty (20) days after the commencement of construction of
677 such. No Unit Owner shall be entitled to receive insurance proceeds for the repair,
678 restoration or rebuilding of any such improvements unless otherwise consented to by
679 unanimous vote of the Trustees.

680

681 ***Section 5.8.6 Insurance a Common Expense***

682 The cost of the insurance purchased pursuant to Section 5.8 shall be a common expense
683 assessable and payable as provided in Section 5.4.

684 ***Section 5.9 Meetings***

685 ***Section 5.9.1 Meetings of Trustees.***

686 Trustees conduct three types of meeting, open, closed, and executive. At an open meeting,
687 residents are invited to attend, make comments, and ask questions. The residents are invited to
688 attend a closed meeting but are prohibited from any form of speaking. An executive session
689 can be called by the chairman to discuss matters of sensitive or private in nature Minutes will
690 be taken at all three types of meeting. Minutes will be distributed from open and closed
691 meetings but not from executive sessions. An executive session may be entered while a closed
692 meeting is taking place. At that time, the residents will be asked to leave.

693 (1) The Trustees shall meet on the date of the annual meeting of Unit Owners and at such
694 meeting may elect a Chairman, Vice Chairman, and Treasurer.

695 (2) Other meetings may be called by any Trustee and in such other manner as the Trustees
696 may establish, provided, however, that written notice of each meeting stating the place,
697 day and hour thereof shall be given at least two days before such meeting to each Trustee.

698 (3) A majority of the Trustees then in office shall constitute a quorum at all meetings. Such
699 meetings shall be conducted in accordance with such rules as the Trustees may adopt.

700 ***Section 5.9.1.1 Trustees' Votes: Majority Vote Defined.***

701 Each Trustee shall have one vote. A majority vote shall mean the vote of a majority of
702 Trustees then in office.

703 ***Section 5.9.2 Meetings of Unit Owners.***

704 (1) There shall be an annual meeting of the Unit Owners on the **second Monday of June**⁴ in each year
705 at such reasonable time and place as may be designated by the Trustees by written notice given by
706 the Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated.

4 The annual meeting, formerly the first Wednesday in February has been changed to second Monday in June. June is a more appropriate month as more residents are physically here at Olde Canal Village in June than in February. This change is an effort to improve resident participation in the meeting. In order to make this change, each Trustee, sitting in office on this day February 11, 2004 will have their terms of office extended from February to June.

- 707 (2) Special meetings (including a meeting in lieu of a past annual meeting) of the Unit
708 Owners may be called at anytime by the Trustees and shall be called by them upon the
709 written request of Unit Owners entitled to more than thirty-three percent (33%) of the
710 beneficial interest of the Trust.
- 711 (3) Written notice of any special meeting, designating the place, day and hour thereof
712 shall be given by the Trustees to the Unit Owners at least seven days (7) prior to the
713 date so designated.
- 714 (4) A meeting will be convened in December for the purpose of announcing the budget
715 for the next fiscal year. The meeting will be advertised on the bulletin board (7)
716 seven days prior to the meeting.
- 717 (5) Regular and scheduled "open" meetings will be conducted quarterly or more
718 frequently. During an "open" meeting, the unit owners/residents will be permitted to
719 ask questions and to make comments.. At each quarterly meeting the Chairman of the
720 board will conduct a "State of the Trust" presentation detailing the matters at hand,
721 accomplishments, and plans for the next quarter.

722 ***Section 5.9.2.1 Meeting Minutes***

- 723 (1) Minutes must be kept at all formal Trustee meetings
- 724 (2) A recording device may be used as an aid to the scrivener. The scrivener
725 will also take written notes to assure against recording failure.
- 726 (3) Trustee meetings will be held quarterly (at least) in the clubhouse. Notice
727 of the meeting will be posted in a public place not later than one week
728 prior to the meeting.

729 ***Section 5.9.2.2 Meeting Forum***

730 The monthly meeting is for the unit owners to speak with the Trustees on any condo
731 related business. At no time is it appropriate for anyone to use this forum for personal
732 agenda, which includes politics and/or religious topics.

733 ***Section 5.9.3 Notice of Certain Matters: Quorum: Majority Vote***

734 Whenever, at any meeting, the Trustees propose to submit to the Unit owners, any matter that
735 requires approval of the homeowners, is required by law, or required by this Trust, the notice
736 of such meeting will include a definition and description of the matter at hand.

- 737 (1) Unit Owners, represented in person or by proxy, entitled to not less than 51% of the
738 beneficial interest of this Trust shall constitute a quorum at all meetings.
- 739 (2) Any action voted at a meeting shall require a majority vote of the beneficial interest in
740 the Trust in attendance except where other provisions of the Trust or Chapter 183A
741 require a larger percentage.
- 742 (3) The Unit Owners may take any action requiring a vote without a meeting only by
743 75%(Beneficial Interest) written consent.

744 ***Section 5.10 Trustees' Records of Unit Owners and Unit***

Mortgagees Deemed Conclusive

- 745
- 746 (1) On each transfer of an ownership interest in or the grant of any mortgage on a Unit, the
747 person or persons acquiring the interest or mortgage shall have the duty to give the
748 Trustees written notice of their interest or mortgage in the Unit and, in the case of persons
749 acquiring an ownership interest, of the correct name of all the owners of the Unit and of
750 any mortgagee thereof.
- 751 (2) Unless otherwise required by law, records of owners and mortgagees maintained by the
752 Trustees shall be conclusive for all purposes, including without limitation, for all notices
753 to Unit Owners, for owners meetings and all owner votes and for amendments to the
754 Master Deed and this Condominium Trust; and the Trustees may, but shall have no
755 obligation to, examine the records of the Registry of Deeds to determine ownership of
756 Units.
- 757 (3) Unless otherwise required by law, all actions, including without limitation, amendments to
758 this Trust or to the Master Deed of the Condominium shall be valid if taken by the
759 requisite number of Unit Owners as they appear on the Trustee records of ownership. As
760 to actions required to be recorded with the Registry of Deeds, the Trustee shall so certify
761 under oath and cause such certificate to be recorded with the Registry of Deeds.

Section 5.10.1 Notices to Unit Owners

762

763 Every notice to any Unit Owner required under the provisions of this Trust or which may be
764 deemed by the Trustees necessary or desirable in connection with the execution of the Trust
765 created hereunder or which may be ordered in any judicial proceeding shall be deemed
766 sufficient and binding if given in writing by one or more of the Trustees to such Unit Owner
767 by mailing it, postage prepaid, addressed to such Unit Owner at his address as it appears upon
768 the records of the Trustees if other than at his Unit in the Condominium or by mailing or
769 delivering it to such Unit if such Unit appears as the Unit Owner's address or if no address
770 appears, at least seven seven (7) days prior to the date fixed for the happening of the matter,
771 thing or event of which such notice is given. The Owner or Owners of each Unit shall have
772 the responsibility of providing the Trustees with any address other than the Unit to which they
773 desire notice to be mailed.

774 **Section 5.11 Inspection of Books; Reports to Unit Owners.**

- 775 (1) Books, accounts and records of the Trustees shall be open to inspection to any one or more
776 of the Trustees and the Unit Owner and the first mortgagee of any unit at all reasonable
777 times.
- 778 (2) The Trustees shall, as soon as reasonably possible after the close of each fiscal year,
779 provide to the Unit Owner the annual operating report.
- 780 (3) The report shall include financial statements by an independent certified public
781 accountant, and shall be in such summary form and in only such detail, as the Trustees
782 shall deem proper. The report should also include accomplishments of the past year
783 against goals and specification of new goals for the upcoming year.
- 784 (4) Any person who has been furnished with such report and shall have failed to object thereto
785 by notice in writing to the Trustees given by registered mail with a period of one month of
786 the date of his or her receipt of the report shall be deemed to have assented thereto.

787 **Section 5.12 Invoices. Notes. Drafts and Other**
788 **Instruments**

789 All invoices submitted to Olde Canal Village for payment MUST have two Trustee's signature
790 for approval.

791 **Section 5.13 Fiscal Year.**

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

794 **Section 5.14 Contractor Employment**

- 795 (1) All vendors and contractors employed by Olde Canal Village Condominium Trust will be
796 selected by the Board of Trustees.
- 797 (2) Ideally, in order for any contractor bid to be valid, there should be a minimum of three [3]
798 bids received.

799

800

801

802

Attachment A

803 Define every penalty that can be imposed by the Trustees and the conditions under which it
804 may be levied.

805

Attachment B

806

807 *Section 5.0.1 Officers Job Descriptions*

808 The board of Trustees shall consist of one (1) Chairman, one (1) Director of Operations, one
809 (1) Treasurer, and (2) Members-at-large

810

- 811 • Director of Operations
- 812 • It is the primary responsibility of the Vice Chairman of Operations to support the
813 Chairman in guaranteeing all operations within the community are in compliance with
814 Olde Canal Village Trust's Vision and Mission Statements and to assure that no action
815 taken by the Board or the community-at-large be in violation of these two fundamental
816 community standards.
- 817 • The Director shall maintain a high profile within the community.
- 818 • The VCO shall represent Olde Canal Village in interfacing with contractors and
819 vendors that do or will potentially do business with the Condominium Trust.
- 820 • Develop, implement, and/or maintain a lawn/snow program that provides the
821 community with an adequate service at a fair price . The VPO is responsible for bid
822 specifications, interviewing contractors, evaluating bidders, and shall lead the Board in
823 the selection of a successful bidder.
- 824 • Develop landscaping map/plan, by task, as a guide for contractors.
- 825 • Solicit lawn/snow/maintenance contractors for bids when necessary to reduce cost or
826 change contractors to obtain better performance.
- 827 • Hire lawn/snow/maintenance contractors and negotiate contracts with
828 vendors/contractors.
- 829 • Monitor performance of all contractors with regard to the quality of work and
830 compliance with the contract.
- 831 • Assure quality work.
- 832 • Develop, document, and maintain a plan to enhance the aesthetics of the grounds.
- 833 • Develop, document, and maintain a Maintenance Schedule.
- 834 • Decks, Bulkheads, Gutters, Downspouts, Clubhouse
- 835 • Reserve Fund List
- 836 • Decks, Bulkheads, Gutters, Downspouts, Clubhouse
- 837 • develop, define, and document a Strategic Maintenance Schedule. Maintenance of
838 things on this Schedule will include those paid for from the Reserve Fund.
- 839 • Produce a new approved Reserve Fund list and determine what fee should be added to
840 attain a fully funded reserve fund over an appropriate number of years.
- 841 • Create a list of those items that will require routine maintenance and which don't
842 belong on the Reserve Fund List.
- 843 • Implement a maintenance program for capital improvements i.e. painting of decks,

- 844 bulkheads, exterior wood trim. Program includes identification and scheduling of
845 maintenance tasks
- 846 • Chair both a lawn/snow committee and a building/maintenance committee
 - 847 • Meet regularly with committee members & contractors to review progress and cost
848 containment
 - 849 • Establish lawn/snow/maintenance budget
 - 850 • Treasurer
 - 851 • The primary responsibility of the Treasurer to support the Chairman in guaranteeing
852 all fiduciary transactions of the Board are in compliance with Olde Canal Village
853 Trust's Vision and Mission Statements and to make sure that no action taken by the
854 Board be in violation of these two fundamental standards.
 - 855 • The Treasurer is responsible for the fiscal health of the Condo Association and must
856 accurately convey that status to the community at large at each monthly meeting.
 - 857 • The office of Treasurer shall be an advisor to the Finance Committee.
 - 858 • The Treasurer shall maintain a General Accounting system or shall see that a
859 Bookkeeping Service is employed and shall act as the Association's liaison to that
860 Service.
 - 861 • The office of Treasurer is responsible for creating an annual budget report, to work
862 with the other Trustees in doing so, and to present that report to the community at
863 large not less than 30 days prior to the end of the fiscal year.
 - 864 • The Treasurer shall pay all bills submitted to him/her that have been approved and
865 signed by two OTHER Trustees.
 - 866 • The Treasurer will retain paid copies of all bills and file same in designated safe
867 storage.
 - 868 • The Treasurer will engage a CPA each year to review the accounting procedures of the
869 Trust and to accomplish all necessary tax reports, both Federal and State.
 - 870 • As with all Trustees, the Treasurer has a responsibility for searching means of
871 stabilizing or, if possible, reducing condo fees.
- 872
- 873 • **Requirements to be added to the Declaration of Trust once the appropriate spot is**
874 **identified.**
 - 875 • Require that the Association maintain an Emergency Fund with an assigned \$\$ cap.
876 Money collected for as a Reserve Fund contribution will be placed into the Emergency
877 Fund until the specified cap is obtained following which it will be deposited into the
878 Reserve Fund. Following expenditure of money from the Emergency contributions
879 will be used thereafter to maintain the Emergency Fund cap.
 - 880 • Require that the Association develop, publish, and follow a written three (3) year
881 strategic maintenance plan.
 - 882 • Chairman
 - 883 • It is the responsibility of the chairman to insure the management, goals, and strategies
884 of the Association accurately reflect the Vision and Mission Statements and that no
885 action be taken by the Board or by residents or unit owners in violation of these Trust
886 foundation standards.
 - 887 • The Chairman will enforce provisions of any and all of the Trust's governing
888 documents. It is the Chairman's role to assure these documents accurately reflect the

889 rules-in-force at any moment in time and if a provision of a governing document is
890 out-of-date or in any way needs amendment or revision, the Chairman will see that
891 appropriate change[s] is[are] made.

892 The Chairman assures that regular, routinely scheduled, and orderly open Trustee meetings
893 are held with sufficient frequency to fully accomplish Association business and to provide the
894 Unit Owners with ample time for communication to/from the Trustees.

895 The Chairman, with the support of a majority of Board members, may specify the “style” of
896 conducting Board Meetings as long as it conforms to the Rules of Order established and set
897 forth in the Rules of Order document #???.n.

898 The Chairman is the facilitator of Board meetings supplying a written agenda, presiding over
899 each meeting to assure the agenda is accomplished, and to assure that accurate and timely
900 minutes are kept and distributed to the community at large. Minutes of sensitive issues
901 (executive session) discussed during “closed” segments will be made and filed but which will
902 be withheld from general distribution. The Chairman is responsible for defining and
903 identifying “sensitive” material.

904 The Chairman is responsible for assuring action items, established during a business meeting,
905 are documented and ultimately accomplished in as timely a manner as circumstances permit.
906 At Trustee meetings, the Chairman represents and speaks for the Board. The Chairman’s
907 representation of the Board shall be consistent with the majority of the Board in toto.

908 (i) The Chairman shall assure satisfactory communication and interaction between the
909 community at large and the Board. The Chair has the responsibility to determine
910 metrics for determining and maintaining satisfactory levels of communication.

911 (ii) The chairman assumes responsibility for assuring Board members follow their
912 respective job descriptions. If a documented job description is obsolete, or in any way
913 inadequate, the Chairman shall appoint a committee to revise said job description[s].

914 (iii) At the close of the open segment of a Board meeting, the Chairman shall provide a
915 synopsis of the meeting, recapping the agenda, closed, new, and action items.

916 (iv) The Chairman is the only board member that can establish a committee.
917 Establishment of a committee includes:

918 (v) Selection of a committee chairman by committee members.

919 (a) Helping the committee to establish a charter. A charter is a written statement,
920 ratified by the Board that specifically defines the function, objective, scope,
921 delegation of authority, and life span of the committee.

922 (b) Each committee will include one trustee as a defacto member

923 (I) Administration

924 (II) Treasurer

925 (III) Secretary

926

927
928

ARTICLE VI

929

RIGHTS AND OBLIGATIONS OF THIRD PARTIES DEALING WITH THE TRUSTEES

930

Section 6.1 Reliance on Identity of Trustees.

931 No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear
932 on record in the Registry of Deeds shall be bound to ascertain or inquire further as to the
933 persons who are then Trustees under this Trust, or be affected by any notice, implied or actual,
934 otherwise than by a certificate thereof and such record or certificate shall be conclusive
935 evidence of the personnel of the Trustees and of any changes therein. The receipts of the
936 Trustees, or any one or more of them, for monies or things paid or delivered to them or him
937 shall be effectual discharges there from to the persons paying or delivering the same and no
938 persons from whom the Trustees, or any one or more of them, shall receive any money,
939 property or other credit shall be required to see to the application thereof. No purchaser,
940 mortgagee, lender or other person dealing with the Trustees or with any real or personal
941 property which then is or formerly was Trust property shall be bound to ascertain or inquire as
942 to the existence of occurrence of any event or purpose in or for which a sale, mortgage, pledge
943 or charge is herein authorized or directed or otherwise as to the purpose or regularity of any of
944 the acts of the Trustees, and any instrument or appointment of a new Trustee or resignation or
945 removal of an old Trustee purporting to be executed by the Trustees, Unit Owners or other
946 persons required by this Trust to execute the same, shall be conclusive in favor of any such
947 purchaser or other person dealing with the Trustees of the matters therein receipted relating to
948 such discharge, resignation, removal or appointment or the occasion thereof.

949

Section 6.2 Personal Liability Excluded.

950 No recourse shall at any time be had under or upon any note, bond/contract, order, instrument,
951 certificate, undertaking, obligation, covenant or agreement, whether oral or written, made,
952 issued, or executed by the Trustees or by an agent or employee of the Trust, or by reasons of
953 anything done or omitted to be done by or on behalf of them or any of them, against the
954 Trustees individually, or against any such agent or employee, or against any beneficiary, either
955 directly or indirectly, by legal or equitable proceedings or by virtue of any suit or otherwise,
956 and all persons extending credit to, contracting with or having any claim against the Trustees
957 shall look only to the Trust property for any debt, damage, judgment or decree, or of any
958 money that may otherwise become due or payable to them from the Trustees, so that neither
959 the Trustees nor the beneficiaries, present or future, shall be personally liable therefore;
960 provided, however, that nothing herein contained shall be deemed to limit or impair the
961 liability of Unit Owners under provisions of Section 3.8 of this Trust or under provisions of
962 Chapter 183A.

963

Section 6.3 All Obligations Subject to This Trust.

964 Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or
965 agreement, whether oral or written, made, issued, or executed by the Trustees, or by any agent
966 or employees of the Trustees, shall be deemed to have been entered into subject to the terms,
967 conditions, provisions and restrictions of this Trust, whether or not express reference shall

968 have been made to this instrument.

969 **Section 6.4 Further Matters of Reliance**

970 This Declaration of Trust and any amendments to this Trust and any certificate required by the
971 terms of this Trust to be recorded and any other certificate or paper signed by the Trustees or
972 any of them which it may be deemed desirable to record shall be recorded with said Registry
973 of Deeds and such recording shall be deemed conclusive evidence of the contents and
974 effectiveness thereof according to the tenor thereof.

975
976 All persons dealing in any manner whatsoever with the Trustees, the Trust property or any
977 beneficiary thereunder shall be held to have notice of any alteration or amendment of this
978 Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with
979 said Registry of Deeds. Any certificate signed by two Trustees in office at the time (or by only
980 one Trustee if there is only one at the time), setting forth as facts any matters affecting the
981 Trust, including statements as to who are the beneficiaries, as to what action has been taken
982 by the beneficiaries and as to matters determining the authority of the Trustees, or any one of
983 them to do any act, when duly acknowledged and recorded with said Registry of Deeds shall
984 be conclusive evidence as to the existence of such alleged facts in favor of all third persons,
985 including the Trustees, acting in reliance thereon. Any certificate executed by any Trustee
986 hereunder, or by a majority of the Trustees hereunder, setting forth the existence of any facts,
987 the existence of which is necessary to authorize the execution of any instrument or the taking
988 of any action by such Trustee or majority, as the case may be, shall, as to all persons acting in
989 good faith in reliance thereon be conclusive evidence of the truth of the statements made in
990 such certificate, the existence of the facts therein set forth and the existence of the authority of
991 such one or more Trustees to execute and deliver the designated instrument on behalf of the
992 Trust.

993 ***Section 6.4.1 Information Security –***

994 Every document created by the Board or coming into possession of the Board of Trustees or
995 Member of the Board pertaining to any Condominium business will be date/time stamped. All
996 documents will be maintained in a safe, secure, & limited access location. The Board will
997 have the only authorization to access the contents of that location.

998 **Section 6.5 Common Expense Certificate.**

999 Notwithstanding any other provision of this Article VI, any certificate setting forth the amount
1000 of unpaid common expenses assessed against any Unit Owner as provided by subsection (d)
1001 of Section 6 of Chapter 183A shall be conclusive evidence of the facts stated therein if signed
1002 by any Trustee then in office.

1003 **ARTICLE VII**

1004 Amendments and Termination

1005 **Section 7.1 Amendments.**

1006 The Trustees, with the consent in writing of Unit Owners entitled to greater than fifty percent

1007 (>50%) of the beneficial interest in this Trust, may at any time and from time to time amend,
1008 alter, add to, or change this Declaration of Trust in any manner or to any extent. The Trustees
1009 first, however, being duly indemnified to their reasonable satisfaction against outstanding
1010 obligations and liabilities. No such amendment, alteration, addition or change (a) to the
1011 percentage of the beneficial interest hereunder of any Unit Owner so as to be different from
1012 the percentage of the individual interest of such Unit Owner in the common areas and
1013 facilities as set forth in the Master Deed, and any amendment thereto, or (b) which would
1014 render this Trust contrary to or inconsistent with any requirements or provisions of Chapter
1015 183A shall be valid or effective..

1016 Any amendment, alteration, addition or change pursuant to the foregoing provisions of this
1017 paragraph shall become effective upon the recordation with the Registry of Deeds of any
1018 instrument of amendment, alteration, addition or change as the case may be, signed, sealed
1019 and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds
1020 by any three Trustees, , setting forth in full the amendment, alteration, addition or change and
1021 reciting the consent of the Unit Owners required by this Trust to consent thereto.

1022 Such instrument, so executed and recorded, shall be conclusive evidence of the existence of
1023 all facts and of compliance with all prerequisites to the validity of such amendment,
1024 alteration, addition or change whether stated in such instrument or not, upon all questions as
1025 to title or affecting the rights of third persons and for all other purposes.

1026 **Section 7.2 Termination.**

1027 The Trust hereby created shall terminate only upon the removal of the Condominium from the
1028 provisions of Chapter 183A in accordance with the procedure therefore set forth in Section 19
1029 thereof.

1030 **Section 7.3 Disposition of Trust Property Upon** 1031 **Termination.**

1032 Upon the termination of this Trust, the Trustees may, subject to and in accordance with. the.
1033 provisions of Chapter 183A, sell and convert into money the whole of the Trust property, or
1034 any part thereof and, after paying or retiring all known liabilities and obligations of the
1035 Trustees and providing for indemnity against any other outstanding liabilities and obligations,
1036 shall divide the proceeds thereof among, and distribute in kind, at valuations made by them
1037 which shall be conclusive, all other property then held by them in trust hereunder, to the Unit
1038 Owners according to their respective beneficial interest stated in this Trust or the Master
1039 Deed. In making any sale under this section, the Trustees shall have power to sell by public
1040 auction or private sale or contract and to buy in or rescind or vary any contract of sale and to
1041 resell without being answerable for loss, and, for said purposes, to do all things, including the
1042 execution and delivery of instruments; as may by their performance thereof be shown to be in
1043 their judgment necessary or desirable in connection therewith. The powers of sale and all
1044 other powers herein given to the Trustees shall continue as to all property at any time
1045 remaining in their hands or ownership, even though all times herein fixed for distribution of
1046 Trust property may have passed.

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ARTICLE VIII

Construction and Interpretation

Section 8.1 Construction.

In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is reasonably required by the subject matter or context. The title headings of different parts hereof are inserted only for convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts. Unless the context otherwise indicates, words defined in Chapter 183A still have the same meaning here.

Section 8.2 Waiver.

The provisions of this Trust shall be waived only in writing by the party charged therewith, and not by conduct, no matter how often repeated.

Section 8.3 Partial Invalidity.

The invalidity of any provision of this Trust shall not impair or affect the validity of the remainder of this Trust and all valid provisions shall remain enforceable and in effect notwithstanding such invalidity;

Signature

Andrew Habe (Chairman)

Frank Lary (Vice Chairman)

Romeo Berthiaume (Maintenance)

Roger Lange (Maintenance)

Marianne Williams (Treasurer)

Date _____

IN WITNESS WHEREOF, the above named Trustees have set **their** hand and seal on the day and year first hereinabove set forth.

1081 **RULES & REGULATIONS**

1082 **2014**

1083

1084 **EXHIBIT A**

1085

1086 All Unit Owners and their families, tenants, guests and invitees, and licensees shall abide by the

1087 Rules and Regulations of the Olde Canal Village Condominium Trust. The "Rules and

1088 Regulations" is an attachment to the OLDE CANAL VILLAGE Declaration of Trust as

1089 referenced by the Master Deed.

1090 **1.0 Adherence to Master Deed**

1091 No part of the OLDE CANAL VILLAGE CONDOMINIUM (the "Condominium") shall be

1092 used for any purposes except those set forth in the Master Deed (the "Master Deed") of even

1093 date with and recorded with the Declaration of Trust.

1094 **2.0 Obstruction of Common Areas**

1095 There shall be no obstruction of the common areas and facilities nor shall anything be stored

1096 in the common areas and facilities without the prior consent of the Trustees of the Trust

1097 (hereinafter collectively the "Trustees"), except as expressly provided herein or in the Trust.

1098 Each Unit Owner shall be obligated to maintain and keep in good order and repair his own

1099 Unit and any area or facility, the exclusive use of which is provided to said Unit, in

1100 accordance with the provisions of the Trust and Master Deed.

1101 **3.0 Preventing Insurance Hikes**

1102 Nothing shall be done or kept in any Unit or in the common areas and facilities that will

1103 increase the rate of insurance of the Condominium, or contents thereof without the prior

1104 written consent of the Trustees.

1105 No Unit Owner shall permit anything to be done, or kept in his Unit, or in the common areas

1106 and facilities which will result in the cancelation of insurance on the Condominium or the

1107 contents thereof or which would be in violation of any law.

1108 No waste shall be committed in the common areas and facilities.

1109 **4.0 Unsightly exterior of unit use**

1110 No Unit Owner shall cause or permit anything to be hung on or out (indoors & outdoors) of

1111 windows, or , placed on the outside walls or doors of any building or Unit. This includes

1112 clothes, sheets, blankets, laundry, rugs, or any other kind of articles. except as permitted in

1113 paragraph 10

1114 No sign, awning, canopy, shutter or radio or television antenna shall be affixed to or placed

1115 upon the exterior walls or doors, roof or any part thereof, or exposed on or at any window,

1116 without the prior consent of the Trustees.

1117 5.0 Dogs, Cats, and Other household pets

1118 Unit Owners may keep not more than a total of two (2) dogs, cats, or other household pets in
1119 their Unit, and such household pets may be permitted in the common area and facilities,
1120 subject to the following rules and regulations:

1121 (a) Such pets shall not be kept, bred or maintained for any commercial purposes.

1122 (b) Household pets shall not be permitted on any grass or garden plot, or in any other
1123 portion of the common areas and facilities unless leashed;

1124 (c) Pets must not be allowed to urinate or defecate on any decorative plants or shrubs
1125 and should also be curbed from urinating or defecating in front of any unit, on any
1126 walkway or in areas where residents commonly walk or gather.

1127

1128 Pets must not be permitted to establish a “favorite” spot.

1129 All wastes generated by such household pets in or on any portion of the common
1130 areas and facilities or in any Unit shall be immediately removed and properly
1131 disposed of by the Owner of such household pet:

1132 (d) No dangerous animal of any kind, i.e. snakes, vicious dogs, or poisonous animal of
1133 any kind may be kept on the premises.

1134 (e) Each Unit Owner keeping such a pet which violates any of said rules and
1135 regulations or causes any damage to or requires the clean-up of any Unit (other
1136 than the Unit of the owner of such pet) or the common areas and facilities, is
1137 offensive or causes or creates any nuisance or unreasonable disturbance or noise
1138 shall be:

1139 i. fined in an amount determined by the Trustees or assessed by the Trustees for
1140 the cost of the repair of such damage or cleaning or elimination of such
1141 nuisance, and/or

1142 ii. required by the Trustees at their sole discretion to permanently remove such
1143 pet from the premises upon three (3) days' written notice from the Trust.

1144 6.0 Noxious or Offensive Activities

1145 No Unit Owners shall engage in or permit any noxious or offensive activities, or make or
1146 permit any noises by himself, his family, servants, employees, agents, visitors, lessees,
1147 licensees, or household pets, nor do himself nor permit anything to be done by which such
1148 persons or pets, either willfully or negligently, which:

1149 (a) May be or become an annoyance or nuisance to the other Unit Owners or
1150 occupants;

1151 (b) Will interfere with the rights, comforts or conveniences of other Unit Owners;

1152 (c) May or does cause damage to any other Unit or to the common areas and
1153 facilities;

1154 (d) Results in the removal of any article or thing of value from any other Unit

- 1155 Owner's Unit or from the common areas and facilities;
- 1156 (e) The Unit Owner making or permitting such nuisance, interference, damage or
1157 removal shall be responsible for the elimination of such nuisance or interference
1158 and for the costs of the repair of such damage or replacement of the item
1159 removed. The Trustees shall assess to such Unit Owner such costs.
- 1160 6.1 The cost of replacing damaged or missing downspout extensions is the home
1161 owner's responsibility
- 1162 6.2 The cost of replacing damaged or missing basement window well covers is the
1163 home owner's responsibility.

1164 **7.0 Noise**

1165 Total volume of television sets, radios, phonographs, and musical instruments shall at all
1166 times be kept at a reasonably low sound level to avoid bothering the neighbors.

1167 **8.0 Restrictions on Common Area Use**

- 1168 1. No window air conditioning units shall be permitted.
- 1169 2. The common areas and facilities shall be kept free and clear of all rubbish, debris,
1170 and other unsightly materials.

1171 **9.0 Altering, constructing, or removing anything from Common Area**

1172 Nothing shall be altered in, constructed in, or removed from the common areas and facilities
1173 except upon the written consent of the Trustees.

1174 **10.0 Decorating Common Areas**

1175 No part of the common areas and facilities shall be decorated or furnished by any unit owner
1176 in any manner without the prior written consent of the Trustees.

1177 The types of decoration the Trustees would consider are any decorative ornament placed in
1178 the front or side yards of the common areas that are non-dominating and that discreetly blend
1179 with the size of plants and flowers in it's vicinity. NOTE: all ornaments must be submitted to
1180 the Trustees on a unit owner/Trustee Communication Form for approval. Trustees shall from
1181 time to time monitor the common areas and will notify unit owners of any non conformance..

1182 Notwithstanding the foregoing, seasonal decorations may be displayed on or in the windows
1183 and doors of a unit and on the exclusive easement areas for three (3) weeks before and two (2)
1184 weeks after a holiday. The method of attaching the decorations shall not puncture or otherwise
1185 damage the vinyl siding.

1186 **11.0 Preservation and Cleanliness Responsibility**

1187 Each Unit Owner shall keep his Unit and any areas or facilities, the exclusive use of which is
1188 provided to said Unit, in a good state of preservation and cleanliness.

1189 12.0 Limitations on Electrical Equipment

1190 All radio, television or other electrical equipment of any kind or nature installed or used in
1191 each Unit shall fully comply with all rules, regulations, requirements, or recommendations of
1192 the Board of Fire Underwriters and the public authorities having jurisdiction, and the unit
1193 owner alone shall be liable for any damage or injury caused by any radio, television, or other
1194 electrical equipment in such Unit.

1195 13.0 Exterior Lighting Equipment

1196 No exterior lighting equipment, fixtures, or facilities, shall be attached to or utilized for any
1197 unit without the prior consent of the Trustees.

1198 14.0 Maintenance, repairs of common areas

1199 Any maintenance, repair, or replacement of common areas and facilities will be done only by
1200 contractors or workmen approved by the Trustees.

1201 15.0 Workman's Compensation

1202 All contractors or workmen must show proof of Workman's Compensation Insurance and
1203 liability in satisfactory kinds and amounts for all employees to be working at Olde Canal
1204 Village before being hired. All exceptions must have written permission from the Trustees.

1205 16.0 Flammables and Explosives

1206 No Unit Owner or occupant or any of his agents, servants, employees, licensees, lessees, or
1207 visitors shall at any time bring into or keep in his unit any flammable, combustible, or
1208 explosive fluid, material, chemical, or substance, except such lighting and cleaning fluids as
1209 are customary for residential use.

1210 17.0 No Commercial Vehicles

1211 No boats, trailers, , mobile homes, motorcycles, nor trucks, vans and other vehicles used for
1212 commercial purposes shall be permitted to park overnight without the prior written consent of
1213 the Trustees. No vehicle, which cannot operate on its own power, shall be permitted on the
1214 property.

1215 Storage of any kind is not permitted in the outdoor parking areas or any other Common Area,
1216 except such areas as may be specifically designated for such purposes by the Trustees.

1217 18.0 Responsible for Safety

1218 Each unit owner assumes responsibility for his own safety, actions, and conduct, and that of
1219 his family, guests, agents, servants, employees, licensees, lessees and household pets.

1220 19.0 Outdoor Cooking

1221 Any outdoor cooking device shall be kept and used so as not to be visible from the street. All
1222 such devices shall be used without allowing smoke, dust, or offensives fumes and odors to
1223 blow or drift into another unit.

1224 **20.0 Deleted**

1225 **21.0 Trust not responsible for:**

1226 All personal property of the unit owner, whether within a unit or in the common area and
1227 facilities, the exclusive use of which is appurtenant to the unit, shall be kept there at the sole
1228 risk, responsibility and expense of the unit owner.

1229 **22.0 Amending the Rules and Regulations**

1230 Any consent or approval given by the Trust under these Rules and Regulations may be added
1231 to, amended, or repealed at any time by the Trust.

1232 The Trustees and/or their agents and employees shall be authorized to enter any Unit at any
1233 reasonable hour, after reasonable notice is given to the Unit Owner, for the purpose of
1234 inspecting such Unit or for the purpose of carrying out its obligations for maintenance and
1235 repair of the common areas and facilities.

1236 **23.0 External antennas and Satellite Dishes**

1237 (a) Satellite Dishes :This association abides by all FCC regulations applying to Satellite
1238 Dishes of one meter or less. Larger dishes are not permitted. However, within these
1239 regulations our association is allowed to control the following aspects and therefore we
1240 require:

1241 That no satellite dish is mounted on the common roof.

1242 That the satellite dish, wiring and all other apparatus used to install the satellite dish does not
1243 encroach on any portions of property which are not within the owner's exclusive use or
1244 control and that any apparatus that extends into the common elements may be removed at the
1245 owners expense

1246 That the Satellite dish be installed in a safe and proper manner.

1247 That the owner installing the dish on property within his/her exclusive use execute a Hold
1248 Harmless Agreement that will require the owner to indemnify and defend the association in
1249 the event there is any harm to person or property resulting from the installation, maintenance
1250 or use of the satellite dish.

1251 That a certain color of satellite dish be used or that the satellite dish be shaded by landscaping
1252 or other material. Please note that abiding by these requirements will not substantially
1253 increase the cost of the satellite dish.

1254 (b) External Television antennas - This association abides by all FCC regulations applying to
1255 External Antennas. As with Satellite dishes our association is allowed to control the following
1256 aspects and therefore we require:

- 1257 • That no antenna is mounted on the common roofs
1258 • That no antenna is higher than 12' or exceeds Town building code for Uxbridge

- 1259 which sets the maximum height for safety purposes.
- 1260 • That no antenna mounted in the exclusive area of a unit owner or its occupant is
- 1261 allowed to encroach into the exclusive area of another unit of into the common
- 1262 area.
- 1263 • That no holes be made through the building exterior walls to accommodate lead
- 1264 in wires.
- 1265 • That no Ham Radio type antenna be installed
- 1266 • It is requested that no unit owner considering an outside antenna seek the advise
- 1267 of the Trustees prior to making any installation. Due to geographic location of
- 1268 Olde Canal Village, broadcast antennas do no work satisfactorily. Those seeking
- 1269 good reception must use cable or satellite service.

1270 **24.0 Handicapped access ramp**

1271 A unit owner shall be entitled to have a handicapped access ramp installed. An application

1272 documenting the medical necessity of the ramp shall be submitted to the Trustees Upon

1273 receipt of such application, the unit owner shall promptly cause a ramp complying with the

1274 building code of the Town of Uxbridge and any other applicable state, local or federal laws or

1275 regulations to be designed. The design shall be submitted to the Board of Trustees for

1276 approval. Upon approval, the unit owner shall obtain bids for the construction of the ramp.

1277 The unit owner shall enter into a contract for construction with the contractor whose bid, they,

1278 in their sole discretion, deem best suited to do the construction, taking into consideration all

1279 circumstances, including, but not limited to price, availability to perform the contract, and

1280 reputation. Evidence of insurance of the contractor in satisfactory kinds and amounts shall be

1281 provided to the Trustees prior to the commencement of work, naming the Trust as an

1282 additional named insured.

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1284 The ramp shall be considered to be an additional Exclusive Easement Area and therefore shall

1285 be maintained by the Trust. At such time as the ramp is no longer medically necessary, it shall

1286 be removed at the sole cost and expense of the unit owner. Any amounts unpaid under this

1287 paragraph shall be treated as unpaid condominium fees.

1288 **25.0 Amending the Rules and Regulations**

1289 These Rules and Regulations may be amended from time to time as provided in Section 5.6 of

1290 the Olde Canal Village Condominium Declaration of Trust.

1291 **26.0 Traffic –**

1292 All violators of the traffic rules and regulations are subject to fines.

- 1293 a. Drivers will proceed around the traffic rotary at the mailboxes in a counterclockwise
- 1294 direction (bearing to the right). Traffic, therefore, within the rotary, shall be considered
- 1295 one-way.
- 1296 b. All traffic will restrict speed to fifteen (15) miles per hour at all times while on Olde
- 1297 Canal Village property. Owners and Residents are responsible for their guest's
- 1298 compliance with these rules. Compliance to the driving rules will be enforced with
- 1299 warnings and fines as provided by the Declaration of Trust Section xxx.

1300 **27.0 Parking –**

1301 Due to restricted space, residents, owners, and guests are required to park in their respective
1302 driveways unless space is not available then on-street parking is permitted, however, on-street
1303 parking does not include parking on the sidewalk or on the grass.

1304 **28.0 Garage Lights –**

1305 Clear 60 watt incandescent lights at the garage are to be on from dusk to dawn

1306 **1. Trash Containers -**

1307 Trash is to be left at the end of the driveway on pickup day in the containers provided by the
1308 trash company. Loose trash left in plastic or paper bags is not permitted. On the appropriate
1309 days, recycle material shall be left at the end of the driveway in recycle bins only.

1310 **29.0 Construction –**

1311 All construction projects requiring a building permit from the town must also have written
1312 permission from the Board of Trustees prior to the onset of the project. No reasonable project
1313 will be denied as long as it conforms to all requisite code requirements appurtenant to
1314 building codes in the Town of Uxbridge and the State of Massachusetts. See Master Deed.

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