

**DECLARATION OF TRUST
and BY-LAWS**

of

Pudding Hill Condominium
Marshfield, Massachusetts

This Declaration of Trust is made this day at Marshfield, Massachusetts by Roger A. Sealund and Kevin P. Sealund, of 794 Washington Street, Pembroke, MA, hereinafter called the ATrustees@, which term shall include their successors in trust. The term ATrustees@ or ATrustee@ also means the Trustee or Trustees for the time being hereunder, whenever the context so permits.

The trust created hereby shall be known as the ***Pudding Hill Condominium Trust*** and all activities carried on by the Trustees hereunder shall, insofar as legal, practical and convenient, be conducted under said name and style.

ARTICLE I - DEFINITIONS

All terms and expressions herein used which are defined in Chapter 183A, Section 1, of the General Laws of Massachusetts, as amended, shall have the same meanings unless the context indicates otherwise. Further, the additional terms defined in this Article shall, for all purposes of these By-Laws, have the meaning herein specified.

Board of Trustees shall mean the Board of Trustees of the Trust.

By-Laws of the Trust shall mean the By-Laws of the Pudding Hill Condominium Trust, which are contained in this Declaration of Trust and By-Laws, as they may be amended from time to time, pursuant to the provisions contained in said By-Laws.

Condominium shall mean the Pudding Hill Condominium.

Declaration of Trust shall refer to this Declaration of Trust and By-Laws of the Pudding Hill Condominium, (hereinafter referred to as the "Trust@) a true copy of which is on file at the principal office of the Trust, together with such amendments to the Declaration of Trust as may from time to time be properly made.

The Pudding Hill Condominium Master Deed shall refer to the Master Deed of even date which is recorded herewith and establishes the Pudding Hill Condominium, as may in the future be amended of record.

The Pudding Hill Condominium shall mean the premises to be submitted to the provisions of Chapter 183A of the General Laws of Massachusetts as a condominium by the Master Deed to be recorded herewith, as may in the future be amended of record.

Declarant shall refer to the Declarant as set forth in the Master Deed.

Fiscal Year shall mean the calendar year, unless changed or modified by the Board of Trustees.

Gender shall in the By-Laws of the Trust not only refer to the masculine but also to the feminine and neuter gender, and the use of the singular shall be deemed to include the plural and vice versa, whenever the context so requires.

Master Deed shall mean the instrument by which the Pudding Hill Condominium shall be submitted to the provisions of Chapter 183A of the General Laws of Massachusetts.

Member of the Trust shall mean any person, corporation, partnership, joint venture or other legal entity which is a member of the Trust as defined in the By-Laws of the Trust, the Declaration of Trust and/or the Master Deed.

Organization of Unit Owners - See Trust.

Owner - see Unit Owner.

Person shall mean an individual, corporation, unincorporated association, partnership, joint venture, trustee, conservator, administrator or any other entity which has the right to hold title to real property.

Property shall mean the land, buildings and all other improvements thereon in the Pudding Hill Condominium.

Restrictions shall mean any restrictions contained in the Master Deed, the Declaration of Trust, and/or the By-Laws.

Rules and Regulations of the Trust shall mean the Pudding Hill Condominium Rules and Regulations as may be adopted by the Board of Trustees pursuant to the provisions of the Master Deed and the By-Laws, as they may be amended from time to time.

Trust shall mean the Pudding Hill Condominium Trust, and shall have the same meaning as "Organization of Unit Owners" as defined in Chapter 183A, Section 1, of the General Laws of Massachusetts, i.e., "the...trust or association owned by the unit owners and used by them to manage and regulate the condominium."

Unit shall refer to the Unit as set forth and defined in the Master Deed.

Unit Owner shall mean that Person listed as the record title owner of a unit in the Pudding Hill Condominium, according to the records of the Plymouth County Registry of Deeds. A mortgagee or other secured party of record shall not be deemed to be a Unit Owner unless and until said mortgagee has taken title to a unit by the recordation of a valid foreclosure deed, deed in lieu of foreclosure, or other legal instrument conveying the fee title of a unit to the mortgagee.

ARTICLE II - GENERAL

Section 1 - The Condominium

The Condominium is located on a parcel of land situated in Marshfield, Massachusetts more particularly described in the Master Deed recorded with the Plymouth County Registry of Deeds, and shown on the plans filed with said Master Deed, said plans being the ACondominium plans@ hereafter referred to.

Section 2 - The Condominium Trust

The Pudding Hill Condominium Trust (the "Trust") has been organized to perform the functions set forth in Section 10 of said Chapter 183A and described in the By-Laws, except for those to be performed by others as set forth in the By-Laws of the Trust or the Master Deed. The Trust is charged with the duties and has the powers prescribed by law and set forth in the Master Deed and the Declaration of Trust and By-Laws, as they may be amended from time to time. Neither the Declaration of Trust nor the By-Laws shall, for any reason, be changed or interpreted so as to be inconsistent with the Master Deed.

The Trust is an organization owned by the Unit Owners of the Pudding Hill Condominium and used by them to manage and regulate the Condominium. Each Unit Owner, upon becoming a Unit Owner, and for so long as he or she is such a Unit Owner, shall be deemed a member of the Trust. As a member of the Trust, the rights, duties, privileges, immunities and liabilities of being a Unit Owner shall be those set forth in and shall be exercised in accordance with the Master Deed, the Declaration of Trust and By-Laws, and the Rules and Regulations of the Trust as the foregoing may be adopted or amended by the Trust or by the Board of Trustees, as provided therein.

Membership in the Trust shall not be transferred, pledged or alienated in any way, except upon transfer of title of a Unit and then only to the transferee of title, except in the instance of suspension of membership as provided hereunder. Any attempt to make a prohibited transfer shall be null and void.

Section 3 - Provisions of By-Laws Applicable

The provisions of the By-Laws of the Trust are applicable to the Condominium and to the use and occupancy thereof. The provisions of the By-Laws shall automatically become applicable to any property which may be added to the Condominium by act of the Declarant, its successors or assigns, or of the Trust.

Section 4 - By-Laws Applicable to Present and Future Owners

All present and future owners, mortgagees, lessees and occupants of Units and their employees and any other person(s) who may use the facilities of the Condominium in any manner are subject to the By-Laws of the Trust, the Rules and Regulations of the Trust, and the restrictions contained in the Master Deed and the Declaration of Trust. Accepting a deed to a Unit, taking conveyance of a Unit, entering into a lease for use of a Unit or the act of occupying a Unit shall constitute an agreement that all of the above documents, restrictions and conditions, as they may be amended from time to time, are accepted, ratified and shall be complied with in full.

Section 5 - Office of the Trust

The office of the Trust and of the Board of Trustees shall be located at the Condominium or at some other location within the Commonwealth, as may be selected from time to time by the Board of Trustees and of which the Unit Owners and listed mortgagees have been given written notice.

Section 6 - Documents Available for Review

Copies of the Declaration of Trust and By-Laws, the Rules and Regulations of the Trust and the Master Deed, as they may be adopted or amended from time to time, shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours. Costs for providing copies of any documents may be charged as a direct expense of the requesting party, in the discretion of the Board of Trustees.

Section 7 - Termination

The Unit Owners may remove the Condominium from the provisions of Chapter 183A of the General Laws of Massachusetts and the Master Deed by the procedure set forth in the appropriate section of said Chapter 183A, as may be amended from time to time, subject to the assent of mortgagees as set forth in the Master Deed.

Upon such removal, the Unit Owners shall be deemed to own the Condominium property as tenants in common, with undivided interests therein in the same percentage of undivided interest previously held by each Unit Owner in the common areas and facilities. Further, upon such removal, the Unit Owners shall be deemed to have withdrawn the Condominium property from the provisions of said Chapter 183A. Such removal shall be completed in such a manner so as to assure continued compliance with Section 11.08(2)(y) and (z) of the Marshfield Zoning Bylaws.

In the event that the Trust fails to maintain the common areas and facilities in reasonable order and condition in accordance with this Declaration of Trust, the Town of Marshfield may, after notice to the Trust and public hearing, enter upon the Condominium property and maintain it in order to preserve the taxable values of the Condominium and its Units and to prevent the common areas and facilities from becoming a public nuisance. The Town=s costs and expenses incurred on the Condominium property pursuant to said maintenance shall be assessed ratably against the Units with the Condominium.

The removal provided for in this section and in the Master Deed shall not bar the subsequent resubmission of the property to the provisions of Chapter 183A of the General Laws of Massachusetts.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

Section 1 - Membership

Every person who is an Owner of record of a Unit which, by covenants of record, is subject to assessment by the Trust shall be a member of the Trust, except that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member of the Trust.

Section 2 - Voting

A member of the Trust shall be entitled to a vote in the percentage of interest appurtenant to the Unit in which he/she holds the interest required for membership as described in the Master Deed. When more than one person holds such interest in any Unit, all such persons shall be members of the Trust and the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast on any issue with respect to any Unit and such vote shall be cast as an entirety as provided in the By-Laws of the Trust.

ARTICLE IV - BOARD OF TRUSTEES

Section 1 - Constitution

The number of Trustees which shall constitute the whole Board of Trustees shall be at least three (3) and no more than five (5), except initially there shall be only two Trustees to be appointed by the Declarant. Until succeeded by the Trustees elected by the members, the initial Trustees need not be Unit Owners. Upon expiration of the term of each Trustee of the first Board of Trustees, the successors to such Trustee, elected by the members of the Trust, shall be a member and a Unit Owner. Except as provided in the Declaration of Trust with respect to the first Board of Trustees, Trustees shall be elected to serve two-year terms. In any event, however, each Trustee shall hold office until such time as his successor has been elected and qualified, except in the event of death, resignation, suspension of membership or sale of all of his/her Units in the Condominium which renders such person ineligible to be a Trustee. In the event that a corporation or other legal entity is a member of the Trust, it may designate one or more natural persons who shall be eligible to serve as Trustee.

Section 2 - Election

Subject to the provisions of the By-Laws of the Trust concerning the first Board, at each annual meeting of the Trust or at a special meeting called for this express purpose, the members shall elect Trustees to fill such vacancies as may exist on the Board of Trustees. There shall be no cumulative voting. The candidates receiving the highest number of votes, up to the number of Trustees to be elected, shall be deemed elected.

Section 3 - Resignation

Any Trustee may resign at any time by giving written notice, acknowledged by a notary public, to the Chairperson of the Board of Trustees or to the President or Clerk of the Trust and thereupon such resignation shall take effect upon proper recording at the Plymouth County Registry of Deeds.

Section 4 - Powers and Duties of the Board of Trustees

The Board of Trustees shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law, or by the Master Deed, or by the By-Laws of the Trust, are reserved to the members of the Trust acting at a properly called meeting or as are specifically allowed to the Trust. Such powers and duties of the Board of Trustees shall include, but shall not be limited to, the following:

- a. Providing for the operation, care, upkeep and maintenance of the common areas and facilities of the Condominium and the exterior of any Unit and its appurtenant structures as provided in this Declaration of Trust.

- b. Determining the common expenses of the Condominium, including, subject to the limitations imposed by the Trust or by the restrictions contained in the Master Deed, the operation and maintenance of the property and the allocation of income and expenses.
- c. Collecting the common charges from the Owners, including the right to enforce these collections by methods described elsewhere in the By-Laws of the Trust, or in accordance with applicable statutes.
- d. Opening bank accounts on behalf of the Trust and designating signatories required therefor.
- e. Leasing, managing and otherwise dealing with such Condominium facilities as may be provided for as common areas and facilities, including, without thereby limiting the generality of the foregoing, the right to grant permits, licenses and easements over the common areas for utilities, passage rights and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.
- f. Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to it or purchased by it or by the Trust as the result of enforcement of a lien for common expenses or otherwise.
- g. Obtaining insurance for the common areas and facilities and for Units as provided elsewhere in the By-Laws of the Trust, or in accordance with applicable statutes.
- h. Making repairs, additions, improvements to or alterations of the common areas and facilities in accordance with the other provisions of the By-Laws of the Trust and as described in the Master Deed.
- i. Enforcing obligations to be performed or observed by the Unit Owners imposed on them by the Master Deed, the By-laws of the Trust and the Rules and Regulations promulgated pursuant thereto, including without limiting the generality of the foregoing, legal action to collect payment of common area expenses assessed. No legal action, however, shall be commenced by the Trust or its Board of Trustees against third parties, without the prior affirmative assent of seventy-five (75%) percent of the Unit Owners (based upon the beneficial interest in the Trust) and specifying as a part of the assent a specific monetary limitation to be paid as legal fees and costs and expenses to be incurred in connection therewith, which amount shall be separately assessed as a special assessment effective forthwith at the time of said affirmative assent.
- j. Adopting rules and regulations relating to the use, upkeep and preservation of the Condominium.
- k. Promulgating, assessing and collecting fines, late fees, interest and collection costs for violation of the Master Deed, the Declaration of Trust and/or By-Laws, or the Rules and Regulations, which fines shall be paid to the Trust.
- l. Establishing a minimum thermostat temperature setting within each Condominium Unit.
- m. Designating and setting aside portions of the common areas and facilities as necessary under their control (1) for the collection and reception of mail for the Condominium residents; (2) as a central disposal and collection site for trash and other refuse; (3) as a storage area for such tools equipment and supplies as are used in the maintenance and upkeep of the Condominium; and (4) for any other purpose which the Board of Trustees, in its discretion, deems to be in the best interests of the Condominium as a whole.
- n. Electing whether to purchase on behalf of the Trust any Unit in the Condominium at a foreclosure sale as hereinafter provided; provided, however, that any such purchase by the Trust shall have the prior approval of seventy-five (75%) percent of the Unit Owners.
- o. Employing and dismissing of personnel necessary or advisable for the maintenance and operation of the Condominium, including but not limited to a professional management company.

Section 5 - The First Board of Trustees and Subsequent Boards

The first Board of Trustees and their successors shall be designated by the Declarant and shall consist of two (2) members who shall serve until either (i) four months after seventy-five (75%) percent of the Units in all proposed phases have been conveyed to Unit Purchasers, or (ii) five years after the first Unit is conveyed, which ever is earlier. The initial Trustees designated by the Declarant are: *Roger A. Sealund and Kevin P. Sealund of 794 Washington Street, Pembroke, MA 02359*. At each annual meeting thereafter of the members of the Trust, unless the right of the Declarant to appoint the members of the Board of Trustees shall have previously expired as herein provided, all members of the Board of Trustees shall be elected by the members of the Trust to fill vacancies in the Board of Trustees and/or vacancies created by expiration of a term and all such successors thereafter to the Board of Trustees shall be Unit Owners and members of the Trust. Any Trustee elected to fill a vacancy in the Board of Trustees otherwise created shall be elected to fill the unexpired term.

The purpose of the foregoing provision is to comply with the requirement imposed by the Federal National Mortgage Association (FNMA) necessitating the transfer of Control of the Condominium to the Unit Owners as above provided. For this purpose, "control" means the right of the Declarant to control the organization of unit owners or its Board of Trustees, the Condominium itself or the Unit Owners in any manner, except through votes allocated to Units owned by the Declarant on the same basis as votes pertaining to sold Units.

Section 6 - Resignation and Removal

Any Trustee may resign at any time by instrument in writing signed and duly acknowledged by that Trustee in the manner required in Massachusetts for the acknowledgement of deeds, and such resignation shall take effect upon proper recording of said resignation at the Plymouth County Registry of Deeds. While the Declarant shall have the right to designate the Board of Trustees of its choice, the Declarant may remove any Trustee with or without cause, and after the expiration of the Declarant's right to designate, any Trustee may be removed with or without cause, by vote of Unit Owners entitled to more than fifty (50%) percent of the beneficial interest hereunder and the vacancy resulting from such removal shall be filled in the manner provided in the following Section of this Article.

Section 7 - Vacancies in the Board of Trustees

Vacancies in the Board of Trustees caused by any reason, other than the removal of a Trustee under previous Section of this Article, shall be filled by vote of a majority of the remaining Trustees at a special meeting of the Board of Trustees held for that purpose, which meeting shall be held promptly after the occurrence of any such vacancy, even though the remaining Trustees present at such meeting may constitute less than a quorum, and each person so elected shall be a Trustee until the next annual meeting or special meeting of the members of the Trust duly called and held for the express purpose of electing a Trustee to fill the vacancy for the duration of the unexpired term, except that any vacancy occurring while the Declarant has the right to designate the Board of Trustees shall be filled by appointment by the Declarant. Except for members of the Board of Trustees appointed by the Declarant, no Trustee shall continue to serve as such if he/she shall cease to be a Unit Owner or if his/her membership shall be under suspension.

Section 8 - Board of Trustees Meeting Following First Annual Meeting

Within ten days after the first annual meeting of members of the Trust, there shall be a meeting of the Board of Trustees at such time and place as shall be fixed by the Unit Owners at such meeting and no notice shall be necessary to the Trustees in order to legally constitute such meeting, provided a majority of the whole Board of Trustees shall be present thereat.

Section 9 - Regular Meetings

Regular meetings of the Board of Trustees may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Trustees. Notice of regular meetings shall be given to each Trustee at least three (3) business days prior to the day named for such meeting.

Section 10- Special Meetings

Special meetings of the Board of Trustees may be called by the President of the Trust on three (3) business days' notice to each Trustee given by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Trustees shall be called by the President or Clerk in like manner and on like notice on written request of at least two (2) Trustees.

Section 11 - Waiver of Notice of Meetings

Any Trustee may at any time in writing waive notice of any meeting of the Board of Trustees and such waiver shall be deemed equivalent to the receipt of such notice. The minutes of the meeting shall reflect whether any Trustee elected to waive proper notice of said meeting.

Section 12 - Quorum

At all meetings of the Board of Trustees, a majority of the members thereof shall constitute a quorum for the transaction of business and the vote of a majority of the Trustees present at a meeting at which a quorum is present shall constitute the decision of the Board of Trustees. If at any meeting of the Board of Trustees, there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time.

Section 13 - Fidelity Bonds

The Board of Trustees must maintain a fidelity bond or insurance coverage against dishonest acts on the part of the Trustees, employees or volunteers responsible for handling funds belonging to or administered by the Condominium Organization of Unit Owners as hereafter provided. The premium for such bonds shall constitute a common expense.

Section 14 - Compensation of the Board of Trustees

Until and unless voted otherwise by a majority of the Unit Owners at a regular or special annual meeting, no member of the Board of Trustees shall receive any compensation from the Trust for acting as such, except for reimbursement of necessary and duly incurred expenses.

Section 15 - Trustees Not Liable

The Trustees shall not be liable to the members of the Trust for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall, to the extent of their Unit ownership, indemnify and hold harmless each member of the Board of Trustees against personal contractual liability to others arising out of contracts made by the Board of Trustees on behalf of the Trust, unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or the Declaration of Trust and By-Laws of the Trust. It is intended that the members of the Board of Trustees shall have no personal liability with respect to any contract made by them on behalf of the Trust. The first Board of Trustees is specifically authorized to contract for goods or services with the Declarant, or employees or affiliates of the Declarant, whether or not such persons are members of the Board of Trustees and no such contract shall be deemed to involve a conflict of interest. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Trustees on account of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as the percentage interest appurtenant to the Units owned by him/her bears to the total percentage of beneficial interests held by all the Unit Owners in the Condominium, except for those Units owned by the Trust. Every agreement made by the Board of Trustees, its agents or appointees on behalf of the Trust shall provide that the members of the Board of Trustees of the Trust, or their agents or appointees, as the case may be, are acting only as agents for the Trust and have no personal liability thereunder, except as Unit Owners, and that each Unit Owner's liability thereunder shall be limited to that proportion of the total liability as the percentage of beneficial interest appurtenant to the Unit(s) owned by him/her bears to the total percentage of beneficial interest held by Unit Owners in the Condominium, exclusive of Units owned by the Trust.

Section 16 - Records

The Board of Trustees shall cause to be kept detailed records of the actions of the Board of Trustees and of the Trust, including, but not limited to, minutes of the meetings of the Unit Owners and of the Trustees, and financial records and books of account of the Trust, to which records the Unit Owners and their mortgagees shall be entitled to reasonable access. Costs for providing copies of any documents may be charged as a common expense, or as a direct expense of the requesting party, in the discretion of the Board of Trustees.

Section 17 - Annual Report

The Board of Trustees shall cause an annual report of the receipts and expenditures of the Condominium to be made at the end of each fiscal year by an independent, disinterested, certified public accountant to the extent required by M.G.L. c.183A, and a copy of said report shall be sent promptly to each Unit Owner. In addition, a copy of said report shall be kept on file at the office of the Trust and shall be made available for inspection by the Unit Owners and their authorized agents during reasonable business hours.

ARTICLE V - MEETINGS OF MEMBERS OF THE TRUST

Section 1 - Annual Meetings; Election of Trustees

On or about the first anniversary following the incorporation of the Pudding Hill Condominium Trust, the Board of Trustees shall call the first annual meeting of the members of the Trust. In each succeeding year, the date, time and/or location of the annual meeting may be changed by vote of the

Board of Trustees at a duly-called meeting of the Board. Beginning with the fifth annual meeting of the members of the Trust, unless the right of the Declarant to appoint members of the Board of Trustees shall have previously expired as provided herein, all members of the Board of Trustees shall be elected by ballot of the members of the Trust in accordance with the provisions of the By-Laws of the Trust. The initial terms of the successor Trustees shall be staggered so as to provide that the term of at least one Trustee shall not be scheduled to expire with those terms of the other Trustees. The members of the Trust may also transact such other business of the Trust as may properly come before them.

Section 2 - Location of Annual Meetings

Meetings of the members of the Trust shall be held at the principal office of the Trust, or at such other suitable place convenient to the members of the Trust as may be designated by the Board of Trustees.

Section 3 - Special Meetings

It shall be the duty of the President to call a special meeting of the members of the Trust as directed by the Board of Trustees or upon delivery to the Clerk of a Petition signed by at least one-third (1/3) in interest of the members of the Trust.

Section 4 - Notice of Meetings

It shall be the duty of the Clerk to mail or deliver to each Unit Owner of record a notice of each annual and special meeting, stating the purpose(s), date, time and place thereof at least seven (7), but not more than fourteen (14), days prior to such meeting. Mailing or delivery of a notice in the manner provided in these By-laws shall be considered notice served. Notice of a meeting need not be given to a Unit Owner if a written waiver thereof executed by such Unit Owner or by his duly authorized attorney or agent before, during or after the meeting, is filed with the records of the meeting.

Section 5 - Quorum

Except as provided otherwise in the By-Laws of the Trust, the presence in person or by proxy of a majority in interest of the members of the Trust shall constitute a quorum at all meetings of the members of the Trust. If any meeting of the members of the Trust cannot be held because a quorum is not present, a majority in interest of the members of the Trust who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time for which the original meeting was called.

Section 6 - Voting

The member(s) of the Trust, or some person designated by each such member of the Trust to act as proxy on his or their behalf, who need not be a Unit Owner, shall be entitled to cast the vote appurtenant to such Unit at any meeting of the members of the Trust, provided the member is not under suspension. The designation of any proxy shall be made in writing to the Clerk and shall be revocable at any time prior to or at the meeting upon written notice to the Clerk by the member(s) so designating. Any and all members of the Trust may be present at any meeting of the members of the Trust, either in person or by written proxy. Each member of the Trust, including the Declarant, shall be entitled to cast one (1) vote at all meetings of the members of the Trust, which vote shall be weighted by multiplying it by the beneficial interest percentage appurtenant to the Unit(s) owned by such member of the Trust as set forth in the Master Deed; provided, however, that the vote

attributable to each Unit must be voted as an entirety and if the Owners of a Unit shall be unable to agree on the vote to be cast on any issue, their right to vote on that issue shall be deemed waived. Any Units owned by the Trust or Board of Trustees on behalf of the Trust shall not be entitled to vote and shall be excluded from the total number of Units in the Condominium when computing the proportionate interest of all Unit Owners for voting purposes.

Section 7 - Majority Defined

As used in the By-laws of the Trust, "majority of members of the Trust" shall mean any aggregation of members of the Trust having more than fifty (50%) percent of the beneficial interest of all members of the Trust, present in person or by written proxy, as determined in accordance with this Article. The vote of a majority of members of the Trust present at a meeting at which a quorum is present shall be binding upon all Unit Owners for all purposes, except when a higher percentage vote is required by law, the Master Deed, or this Declaration of Trust and By-Laws of the Trust.

ARTICLE VI - OFFICERS

Section 1 - Principal Officers of the Trust

The principal officers of the Trust shall be the President, the Clerk and the Treasurer. The initial officers shall be those designated in this Declaration of Trust. Their successors shall be elected by the Board of Trustees to serve as such officers. The President and Treasurer shall be members of the Trust. The Board of Trustees may appoint a Vice President, Assistant Treasurer, Assistant Clerk and such other officers as it deems necessary or appropriate for the conduct of the business of the Condominium and may thereafter remove or replace said appointees at any time at the pleasure of the Board of Trustees.

Section 2 - Selection and Removal of Officers

The officers shall be elected annually at the first meeting of the Board of Trustees following the annual meeting of members of the Trust and shall hold office at the pleasure of the Board of Trustees or until their successors are elected and qualified. Upon affirmative vote of a majority of the Board of Trustees at a regular or special meeting thereof called for that purpose, any officer may be removed, either with or without cause, and his/her successor elected.

Section 3 - President

The President shall be the chief executive officer of the Trust. He/she shall preside at all meetings of the members of the Trust and of the Board of Trustees. He/she shall have all of the general powers and duties incidental to the office of President, including, but not limited to, the power to appoint committees from among the members of the Trust from time to time, as he/she may, in his/her discretion, decide are appropriate to assist in the conduct of the affairs of the Trust.

Section 4 - Clerk

The Clerk shall keep the minutes of all meetings of the members of the Trust and of the Board of Trustees, shall have charge of such books and papers as the Board of Trustees may direct, and shall perform all duties incidental to the office of the Clerk and as described elsewhere in the By-Laws of the Trust or the Master Deed.

Section 5 - Treasurer

The Treasurer shall have responsibility for the Trust funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of required financial data. He/she shall be responsible for the deposit of all monies and other valuable effects in the name of the Board of Trustees or the Trust in such depositories as may from time to time be designated by the Board of Trustees and he/she shall perform all duties incidental to the office of Treasurer. No payment voucher shall be paid unless and until approved by the Treasurer.

Section 6 - Execution of Documents for the Board of Trustees

All agreements, contracts, deeds, leases, checks and other instruments of the Trust or the Condominium shall be executed by such officer or officers of the Trust or by such other person(s) as may be authorized by the Board of Trustees.

Section 7 - Compensation of Officers

No officer shall receive any compensation from the Trust for acting as such, except for reimbursement of necessary and duly incurred expenses.

Section 8 - Resignation

Any officer may resign at any time by giving written notice to the Board of Trustees, the President or the Clerk. Any such resignation shall take effect at the date of the receipt of such notice or any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to render it effective.

ARTICLE VII - NOTICES

Section 1 - Notice Procedure

Whenever under the provisions of the Master Deed or the By-Laws of the Trust, notice is required to be given to the Trust, the Board of Trustees or any Unit Owner, it shall not be construed to mean personal notice; but such notice may be given in writing, either in hand or by certified mail, addressed to the Trust, the Board of Trustees or such Unit Owner, respectively, at such address as appears on the books of the Trust, provided that such mailing is made in the Commonwealth of Massachusetts, or by delivery to said person's address or in hand to the addressee or its agent. Notice shall be deemed given if mailed as of the date of mailing or, if otherwise, as of the date of delivery.

Section 2 - Waiver of Notice

Whenever any notice is required to be given under the provisions of the Master Deed, the law or this Declaration of Trust, a written waiver thereof, signed by the Person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VIII - OPERATION OF THE CONDOMINIUM

Section 1 - Budget

The Board of Trustees shall, from time to time and at least annually, prepare a budget for the Trust and, in connection therewith, determine the amount of common expenses of the Trust and allocate and assess common expenses among the Unit Owners according to the respective percentages of ownership in the Condominium as set forth in the Master Deed, as may be amended from time to time. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be, or which have been, obtained by the Board of Trustees, pursuant to the provisions of applicable statutes and the By-Laws of the Trust. The common expenses shall also include the amounts estimated for the operation, care, upkeep and maintenance of the Condominium, including, without limitation, any amount for working capital of the Trust, for a general operating reserve, an adequate reserve fund for maintenance, repair and replacement of those portions of the common areas and facilities which must be replaced on a periodic basis and to make up any deficit in the common expenses of any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Trustees on behalf of all the Unit Owners, of any Unit whose Owner has elected to sell or lease such Unit, or any Unit which is to be sold at foreclosure or other judicial sale, such purchase or lease to be in accordance with the provisions of this Declaration of Trust.

In addition, a working capital fund shall be established for the initial months of the Condominium operation equal to at least two (2) months estimated common area charges for each Unit, which fund shall be collected and transferred to the Trust at the time of delivery of the first Unit deed of each Unit, and which shall be maintained in a segregated account for the use and benefit of the Trust. The contribution to such fund for each unsold Unit shall be paid to the Trust within ninety (90) days after the date of the conveyance of the first Unit. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Board of Trustees. Amounts paid into the fund shall not be considered advance payment of regular assessments, and shall not be refundable or reimbursed upon a later resale of a Unit.

The Board of Trustees shall advise all Unit Owners promptly in writing of the amount of the common charges payable by each of them, respectively, as determined by the Board of Trustees and shall furnish copies of each budget on which such charges are based to all Unit Owners. The Declarant will be required to pay common charges in full on any Unit owned by it.

Section 2 - Payment of Common Charges

All Unit Owners shall pay the common charges assessed by the Board of Trustees, pursuant to the provisions of the By-Laws of the Trust, monthly in advance.

No Unit Owner shall be liable for the payment of any part of the common charge assessed against the Unit subsequent to a sale, transfer or other conveyance by him, duly recorded In the Plymouth County Registry of Deeds, including a conveyance to the Trust.

Each assessment against a Unit shall also be the personal obligation of the Unit Owner at the time the assessment fell due. Subject to the provisions of Section 3 of this Article, a purchaser of a Unit shall not be liable for the payment of common charges assessed and unpaid against such Unit prior

to the acquisition by him/her of such Unit unless assumed by him/her or required by applicable law, and a mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit shall be subject to, but not personally liable for, a lien for unpaid common charges assessed prior to the foreclosure sale, except as otherwise provided in Section 16 of the Master Deed with respect to first mortgages.

Section 3 - Default

In the event of default by any Unit Owner in the payment of common charges, such Unit Owner shall be obligated to pay interest at a rate equal to eighteen (18%) per annum, together with all expenses, including reasonable attorneys' fees and court costs, incurred by the Board of Trustees in collecting same. The Board of Trustees shall seek to recover such common charges, together with interest and expenses, from Unit Owners who fail to pay such assessment within sixty (60) days after the due date (or within such shorter period of time as may be determined by the Board of Trustees) by action to recover the same, including reasonable attorneys' fees, brought against such Unit Owner or by foreclosure of the lien such unpaid charges have become on the Unit(s), or by such other action, including the commencement of legal action, as the Board of Trustees may deem reasonably required under the circumstances.

Section 4 - Power to Suspend Rights of Membership

In the event of default by any Unit Owner in the payment of the common charges, or any amounts owed to the Trust, and if said default is for a period in excess of sixty (60) days, the Board of Trustees shall have the power to suspend the Unit Owner's membership rights and privileges in the Trust, including the right to serve on the Board of Trustees, but such suspension shall remain in effect only until such amounts as are owed are paid.

Section 5 - Foreclosure of Liens

In any action brought by the Board of Trustees to foreclose a lien on a Unit because of unpaid common charges, the Unit Owner shall be required to pay in addition to all other charges and assessments a reasonable rental for the use and occupation of the Unit, if such use continues after the foreclosure, and the plaintiff in such foreclosure action, in addition to all other rights and remedies to which it may be entitled, shall be entitled to the appointment of a receiver to collect the same. The Board of Trustees, acting on behalf of the Trust, shall have the power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, convey, mortgage (but not to vote the share(s) appurtenant thereto) and otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing same.

Section 6 - Statement of Unpaid Common Charge and Priority of Lien

The Board of Trustees shall promptly provide any Unit Owner requesting same, in writing, with a written statement of all unpaid common charges due from such Owner in a form suitable for recording and the same, when properly recorded with the Plymouth County Registry of Deeds, shall operate to discharge the Unit from any other unpaid charges not included in such statement.

- a. To the extent permitted by applicable law, any lien of the Trust for common expense assessments or other charges becoming payable on or after the date of recordation of the first mortgage on any Unit shall be subordinate to said mortgage. In addition, any fees, late charges, fines or interest which may be levied by the Trust in connection with unpaid assessments shall be subordinate to said mortgage.

- b. A lien for common expense assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. Any such delinquent assessments which are so extinguished may be reallocated and assessed to all Unit estates as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessment made thereafter.

Section 7 - Maintenance

- a. All maintenance and replacement of and repairs to any Unit, whether structural or non-structural, ordinary or extraordinary, and to the doors and windows, electrical, plumbing, heating, air conditioning, water and sewer facilities and fixtures belonging to a Unit Owner and not part of the common areas and facilities or the areas concerning which easements have been conveyed to the Trust, shall be done by the Unit Owner and at the Unit Owner's expenses, except as otherwise specifically provided herein; provided that all repair, replacement, painting or decorating of the exterior of any Unit, including, but not limited to trim, clapboard, shingles, roofs, brickwork, terraces, bulkheads, patios, garage exteriors, porches, and decks shall be done by the Trust, or its appointee, as a common charge, except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, and except for those cases in which the Unit Owner may be authorized to decorate or maintain an exclusive easement area, in which case such expense shall be charged to such Unit Owner in the same manner as a common charge and enforceable in the same manner as a common charge.
- b. All maintenance, repair and replacements to the common areas and facilities or to those areas concerning which easements have been conveyed to the Trust shall be done by the Board of Trustees, or its appointee, and shall be included as a common expense of the Trust, except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner or the Unit Owner's family members, guests or tenants, and except for those cases in which the Unit Owner may be authorized to decorate or maintain an exclusive easement area, in which case such expense shall be charged to such Unit Owner in the same manner as a common charge and enforceable in the same manner as a common charge.

Section 8 - Restrictions

- a. No nuisances shall be allowed in the Condominium, nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful enjoyment of the Condominium.
- b. No immoral, improper, offensive or unlawful use shall be made of the Condominium or any part thereof and all laws, zoning by-laws, ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed.
- c. No signs, plaques or communication of any description shall be placed on the exterior of any Unit or any common area or facility, nor shall it be placed in the windows of a Unit in such a way that it is intended to be seen from the outside of the Unit, by a Unit Owner or his/her agent.

Section 9 - Improvement Restriction

- a. No improvements, additions, alterations or other work which in any way alters the exterior appearance or structure of any Unit from its natural or improved state existing on the date such Unit was first conveyed in fee by the Declarant shall be made or done, except as provided in the Master Deed and herein.
- b. The Board of Trustees may authorize that Units in common ownership be connected for the purpose of single occupancy and that for such purposes cuts be made in common walls or floors; provided, always, that the owners of the Units permitted so to combine them shall do any work in connecting Units at such owners' expense and only in the manner prescribed by the Board of Trustees. Any such authorization shall be valid only if in writing and signed by a majority of the Board of Trustees then in office and pursuant to a valid building permit, if required, and said authorization shall become void unless the work to connect the Units shall be commenced within six (6) months after the date of authorization and shall be completed within a reasonable time thereafter. Authorization shall be contingent upon and subject to the Unit Owner=s responsibility to have all work performed in a professional and workmanlike manner by licensed contractors and in accordance with all applicable laws and regulations, including the provisions of the Master Deed and this Declaration of Trust. The Unit Owner shall be at all times responsible for maintaining the structural and architectural integrity of the building, and shall be responsible to take whatever steps are necessary in the discretion of the Board of Trustees to correct any such problem, should it occur. At such time as connected Units are no longer to be common ownership, the owners of such Units shall promptly restore the common walls and or floors between the Units at their expense and upon failure to do so, the Board of Trustees may perform or cause to be performed such work, in which event such Unit Owners shall be personally liable to the Trust for the cost of the work which, if not paid when demanded, shall constitute a lien on the Units in question in proportion to their respective common interests. Such lien shall be valid notwithstanding any conveyance of the Units, or any of them, out of common ownership prior to demand or any filing in the Plymouth County Registry of Deeds to enforce the lien.
- c. The Board of Trustees may authorize that the exclusive use easement of one or more common areas be assigned to one or more Units for such time and on such conditions as the Board of Trustees may determine, which conditions may, without limitation, include a requirement that the Unit Owners so benefitted pay, as additional common expenses, such costs of said exclusive easement areas as the Board of Trustees from time to time may determine. If, in the sole discretion of the Board of Trustees, the grant of said exclusive easement shall harm or detrimentally affect the existing use rights of any Unit Owners who abut the exclusive easement area, said exclusive easement shall be conditioned upon the written assent of said abutting Unit Owners first being delivered to the Board of Trustees and maintained in its files. The failure of the Board of Trustees granting said exclusive use to require payment of any such costs as a condition of such exclusive use shall not preclude those Board of Trustees, or any successor Trustees, from imposing future reasonable additional common expenses for the exclusive use of said common areas. Unless otherwise provided in a writing signed by a majority of the Board of Trustees and recorded with the Registry of Deeds, such rights of exclusive use of common areas shall be personal to the Unit Owners to whom granted and shall terminate when such Unit Owners no longer own the Units so benefitted.

Section 10 - Cost Allotment of Improvements

- a. If fifty (50%) percent or more, but less than seventy-five (75%) percent of the Unit Owners agree to make an improvement to the common areas and facilities or to areas concerning which an easement has been granted to the Trust, the cost of such improvement shall be borne by the Unit Owners so agreeing.
- b. Seventy-five (75%) percent or more of the Unit Owners may agree to make an improvement to the common areas and facilities or to areas concerning which an easement has been granted to the Trust and assess the cost thereof as a common expense, but if such improvement shall cost in excess of ten (10%) percent of the then total value of the Condominium, any Unit Owner not so agreeing may apply to the Plymouth County Superior Court, on such notice to the Board of Trustees as the Court shall direct, for an order directing the purchase of his/her Unit(s) by the Trust at fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.
- c. All improvements undertaken pursuant to this section shall be subject to the prior written approval of the Board of Trustees. The Board shall have the right to condition any approvals upon the prior review of any and all requested plans, permits or other documentation, and the Board may require that the applicant pay all costs of having the improvement plans and supporting documentation reviewed by qualified professionals on behalf of the Board and the Trust.

Section 11 - Right of Access

A Unit Owner shall grant a right of access to his/her Unit(s) to the Trust and/or any other person authorized by the Board of Trustees for the purpose of making inspections or for the purpose of correcting any conditions originating in the Unit and threatening another Unit or a common area or facility, or for the purpose of performing installations, alterations or repairs to the parts of the Condominium over which said person(s) has (have) control and/or responsibility for maintenance. Requests for such access must be made in advance and entry must be at a time reasonably convenient to the Unit Owner. In an emergency, such right of entry shall be immediate, whether the Unit Owner is present or not.

Section 12 - Rules and Regulations of the Trust

The use of the Units and the common areas and facilities in the Condominium shall also be subject to Rules and Regulations from time to time adopted or amended by a majority vote of the Board of Trustees. The Board of Trustees shall administer such Rules and Regulations, and the Trustees may at any time, and from time to time, amend, rescind and waive any or all of such Rules and Regulations by a majority vote of the Board. Such Rules and Regulations shall be called the APudding Hill Condominium Rules and Regulations@ and copies of such Rules and Regulations shall be made available to each Unit Owner prior to their effective date. The Unit Owners, by a majority vote, may, at any time and from time to time, rescind, amend or waive any Rule or Regulation promulgated by the Board of Trustees, including but not limited to the initial Rules and Regulations of the Condominium.

Section 13 - Right of Action and Right to Hearing

The Board of Trustees, on behalf of the Trust and any aggrieved Unit Owner, shall have an appropriate right of action against any Unit Owner for failure to comply with the provisions of the

Master Deed, this Declaration of Trust and By-Laws, and the Rules and Regulations of the Condominium. Unit Owners shall have similar rights of action against the Board of Trustees.

If at any time a Unit Owner or the Board of Trustees requests or desires a hearing regarding an alleged violation or the implementation of a fine or other sanction, the following procedure shall be observed: All hearing shall be conducted by at least a majority of the Trustees. The Board of Trustees shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing, or both, subject to reasonable rules of procedure established by the Trustees to assure a prompt and orderly resolution of the issues. The affected person shall have the right to question the Trustees and any witnesses with respect to the subject matter of the hearing. If the hearing involves an alleged breach, by the affected person, of any of the provisions of the Master Deed, the Declaration of Trust and By-Laws, or the Rules and Regulations, or any unit deed, the affected person shall be informed, with specificity, of the exact nature of the violation, and of the provision which he or she has allegedly violated, and the affected person shall have the right to question any witness to such alleged violation. The Trustees need not comply with the strict legal rules of evidence observed by the Courts, but they shall consider only such evidence as reasonable people customarily consider in making important decisions. Nothing herein shall be deemed to limit the right of the Trustees, the affected person, or any Unit Owners or occupants affected to bring legal action with respect to the subject matter of any hearing, or any decision of the Trustees. When the subject matter of the hearing is the removal of a sitting Trustee, the reference to the Trustees as the persons conducting the hearing shall be deemed to mean Unit Owners entitled to at least fifty-one (51%) percent of the beneficial interest under this Trust.

Section 14 - Ingress and Egress of Unit Owners

There shall be no restrictions upon any Unit Owner's right of ingress or egress to his or her Unit, which right shall be perpetual and appurtenant to the Unit ownership.

Section 15 - Management; Hiring of Personnel

The Board of Trustees, at their discretion, may, but need not, appoint a real estate management firm or other professional manager to manage the Condominium at such compensation and upon such terms and conditions as the Board sees fit. Notwithstanding anything to the contrary herein, any agreement for professional management of the Condominium shall provide that the management contract may be terminated without cause and without payment of a termination fee or penalty on ninety (90) days= written notice, or less, and the term of any such contract shall not exceed three (3) years; except that the term of any such contract entered into at any time during the term of the initial Board of Trustees shall not exceed six (6) months.

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

Trustees shall be necessary for the hiring and dismissal of any manager, professional, independent contractor or other employee of the Condominium.

ARTICLE IX - INSURANCE

Section 1 - Minimum Coverage - Trust

The Trust shall obtain and maintain, to the extent available, the following:

- a. A master policy covering all of the common elements (except land, foundation, excavation and other items normally excluded from coverage), including fixtures and building service equipment to the extent that they are part of the common elements of the Condominium, as well as common personal property and supplies and other common personal property belonging to the Trust; the master policy shall also include any fixtures, equipment or other property within the Units which are customarily considered part of a Unit for mortgage purposes, including but not limited to bathroom and kitchen cabinets, kitchen appliances and other such appliances servicing the Unit exclusively, (regardless of whether such property is a part of the common elements), provided further, however, Unit Owners shall be responsible for insuring any improvements made to a Unit by a Unit Owner, after the conveyance by the Declarant.

The master policy shall afford protection at least against the following:

- (i) loss or damage by fire and other perils covered by the standard extended coverage endorsement;
- (ii) all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement.

The policy shall be in an amount equal to one hundred (100%) percent of current replacement cost of the Condominium, exclusive of land, foundation, excavation and other items normally excluded from coverage and shall include Agreed Amount and Inflation Guard Endorsements if obtainable, and construction code endorsements, if there is a construction code provision that requires changes to undamaged portions of the buildings even where only part of the Condominium is destroyed by an insured hazard.

The named insured shall be the Trust "for the use and benefit of the individual Owners" and each First Mortgagee, its successors and assigns, shall be named in the standard mortgage clause for each Unit on which there is such a mortgage.

The policy shall contain a clause which provides that it may not be canceled or substantially modified without at least ten (10) days= prior written notice to the Trust and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy.

In addition to the foregoing, the policy shall provide for the following:

- (i) recognition of any Insurance Trust Agreement (if any there be);
- (ii) a waiver of the right of subrogation against any Unit Owners individually;
- (iii) the insurance shall not be prejudiced by any acts or omissions of individual Unit Owners that are not in control of the Trust; and

- (iv) a "Special Condominium Endorsement" providing that the policy is primary in the event the Unit Owner has other insurance covering the same loss.
- b. Steam boiler coverage for loss or damage resulting from steam boiler equipment accidents in an amount not less than \$50,000.00 per accident, per location, if there exist on the premises any steam boilers.
- c. If any portion of the Condominium property is in a flood hazard area, flood insurance in an amount not less than:
 - (i) the maximum coverage available under the National Flood Insurance Program (NFIP) for all buildings and other insurable property within any portion of the Condominium located within a designated flood hazard area; or
 - (ii) one hundred (100%) percent of current "replacement cost" of all such buildings and other insurable property.
- d. Liability insurance for comprehensive general liability insurance coverage covering all common areas, public ways of the Condominium and any other areas that are under the supervision of the Trust. Such coverage shall be for not less than \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence and shall include, without limitation, legal liability of the insured for property, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the common areas, and legal liability arising out of lawsuits related to employment contracts of the Trust, and shall provide further that such policy or policies may not be canceled or substantially modified by any party without at least ten (10) days' prior written notice to the Trust and to the First Mortgagees which are listed as scheduled holders of first mortgages in the insurance policy.
- e. Fidelity bonds in blanket form for all officers, directors, trustees and employees of the Trust and all other persons handling or responsible for funds of or administered by the Trust, whether or not they receive compensation for their services. The total amount of fidelity bond coverage shall not be less than the estimated maximum funds, including reserve funds, in the custody of the Trust or the management agent, as the case may be, at any given time during the term of such bond, and, in any event, the aggregate amount shall not be less than a sum equal to three (3) months' aggregate assessments on all Units plus reserve funds, or one and one-half times the insured's estimated annual operating expenses and reserves, whichever is greater.
 - (i) The fidelity bonds shall name the Trust as an obligee;
 - (ii) The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expression; and
 - (iii) The bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Trust and to the First Mortgagees which are listed as scheduled holders of first mortgages in the insurance policy.

ARTICLE X - DAMAGE TO OR DESTRUCTION OF PROPERTY

Section 1 - Duty to Repair or Restore

Any portion of the Condominium, including the buildings erected within the Condominium, damaged or destroyed shall be repaired or restored promptly by the Trust, as provided in this Article, subject to the provisions of Chapter 183A, Section 17, of the General Laws of Massachusetts as the same may be amended from time to time.

Section 2 - Estimate of Cost

Promptly after damage to or destruction of some portion of the Condominium and thereafter as often as it deems advisable, the Board of Trustees shall obtain reliable and detailed estimates of the cost of repair or restoration. If such cost, in the opinion of the Board of Trustees, may exceed Ten Thousand and No/100 (\$10,000.00) Dollars, the Board of Trustees may retain the services of an architect or engineer or construction consultant to assist in the determination of such estimates and in the supervision of repair and restoration.

Section 3 - Collection of Construction Funds

Construction funds may consist of insurance proceeds, condemnation awards, proceeds of assessments against Unit Owners, payments of Unit Owners for damage to or destruction of improvements and other funds received on account of or arising out of injury or damage to the Condominium.

- a. Insurance Proceeds - The Board of Trustees shall adjust losses under physical damage insurance policies of the Trust. Insurance proceeds from losses in excess of Twenty-Five Thousand and No/100 (\$25,000.00) Dollars shall be payable to the insurance trustee as hereinafter defined.
- b. Assessments Against Owners - If the insurance proceeds are insufficient to effect the necessary repair or restoration of the common areas and facilities, such deficiency shall be charged against all Unit Owners as a common expense. The proceeds of assessments for such common expenses shall be paid by the Board of Trustees directly to the vendor making the repairs or restoration if the loss is less than Twenty-Five Thousand and No/100 (\$25,000.00) Dollars and shall be paid to the insurance trustee, if in excess of Twenty-Five Thousand and No/100 (\$25,000.00) Dollars.
- c. Payments by Owners - Payments received from Unit Owners, pursuant to Section 5(a)(ii) of this Article, shall be paid by the Board of Trustees to the insurance trustee, if the loss is in excess of Twenty-Five Thousand and No/100 (\$25,000.00) Dollars, otherwise by the Board of Trustees directly to the vendor making the repairs.
- d. Payments by Others - Any other funds received on account of or arising out of injury or damage to the Condominium shall be paid by the Board of Trustees to the insurance trustee, if the loss is in excess of Twenty-Five Thousand and No/100 (\$25,000.00) Dollars, otherwise the funds shall be administered directly by the Board of Trustees.

Section 4 - Plans and Specifications

Any repair or restoration must be either:

- a. substantially in accordance with the architectural and engineering plans and specifications for the original buildings and shall also include such improvements and fixtures as may have been

installed by any particular Unit Owner and as to which payment for such repair or reconstruction is forthcoming; or

- b. according to plans and specifications approved by the Board of Trustees and by a majority in beneficial interest of the Unit Owners and the holders of first mortgages encumbering at least fifty-one (51%) percent of the Units subject to mortgages, which approvals shall not be unreasonably withheld.

Section 5 - Units

Damage or destruction of improvements situated within a Unit shall be repaired or restored, except after a determination not to repair or restore, pursuant to Section 6(e) of this Article, as follows:

- a. Construction Funds

- (i) To the extent that such damage or destruction is covered by insurance of the Trust, the proceeds of such insurance or award shall be made available for the repair or restoration of the Unit.
- (ii) To the extent that such damage or destruction is not covered by insurance of the Trust, such Unit Owner shall be responsible for the cost of repair and restoration.
- (iii) If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of a Unit Owner, then the Unit Owner shall be responsible for the cost of reconstruction and repair after casualty, unless such damage is specifically covered by the insurance purchased by the Trust, in which event, the Trust shall be responsible for said costs.

- b. Performance of Work and Payment

If there is damage to or destruction of all or part of the Condominium and the combined damage or destruction to the common areas and facilities and all affected property which the Trust is responsible to insure exceeds Five Thousand and No/100 (\$5,000.00) Dollars, the repair or restoration of the property shall be effected by the Trust to the extent that construction funds as described in Subsection (a)(i) of this Section are available and to the extent that the Unit Owners make payment as hereafter provided. Each Unit Owner shall pay to the Board of Trustees such sum as is necessary, according to the estimate of cost described in Section 2 of this Article, to cover any part of the cost of repair or restoration which is not covered by insurance of the Trust or by a condemnation award not specifically allocated to the Unit Owner.

Section 6 - Disbursements of Construction Funds

The insurance trustee shall deduct from the construction funds its actual costs, expenses and a reasonable fee for the performance of its duties and shall disburse the balance in the following manner:

- a. Damage or destruction not exceeding Twenty-Five Thousand and No/100 (25,000.00) Dollars - Such proceeds are not payable to nor under the control of the insurance trustee, but shall be administered by the Board of Trustees.
- b. Payment for Repair and Restoration - The insurance trustee shall apply such balance to pay directly and to reimburse the Trust for the payment of the costs of repair or restoration of such Units and common areas and facilities, including the cost of temporary repairs for the protection

of such Units and common areas and facilities pending the completion of permanent repairs and restoration, upon written request of the Trust, in accordance with Section 7(a) of this Article, and upon presentation of an architect's certificate (if requested) stating that the work represented by any such payment has been completed satisfactorily.

- c. Contribution by Owners - The Trust shall maintain a separate account as to each Unit with respect to payments by a Unit Owner, pursuant to Section 5(a)(ii) of this Article, and expenditures of such payments. General expenses of administration, such as deductions by the insurance trustee for its costs, expenses and fees, shall be charges against the Trust's construction funds and against Unit Owners' payments, pursuant to Section 5(a)(ii) of this Article, in proportion to the amounts of each. All portions of such payments by Unit Owners not expended as herein provided shall be refunded to the Unit Owners and the mortgagees of the Units as their interests may appear.
- d. Surplus Funds - If, after payment of all repairs and restoration and the refund of any excess payments by Unit Owners, pursuant to Subsection (c) of this Section, there remains any surplus funds, such funds shall be paid to the Unit Owners in proportion to their contributions resulting from assessments levied against them, pursuant to Section 3(c) of this Article; provided, however, that no Unit Owner shall receive a sum greater than that actually contributed by him. Any surplus monies after such payments shall be paid to the Trust and shall be part of its general income.
- e. Determination Not to Repair or Restore - Subject to the provisions of Chapter 183A, Section 17, of the General Laws of Massachusetts, if there is destruction of the Condominium exceeding ten (10%) percent of its value prior to the casualty and Seventy-Five (75%) Percent in interest of the Unit Owners do not agree to proceed with repair or restoration within 120 days after the date of casualty, any balance of construction funds, after the refund of any payments by Unit Owners, pursuant to Subsections (c) and (d) of this Section, shall be disbursed in accordance with the proportion of beneficial interest appurtenant to the Unit(s) owned by each Unit Owner bears to the total percentage of beneficial interest held by Unit Owners in the Condominium, excepting for those Units owned by the Trust. In the event of dispute as to the percentage of destruction, or the allocation of disbursements hereunder, the same shall be submitted to arbitration in accordance with the rules of the American Arbitration Association.

Section 7 - Certificates

The insurance trustee may rely on the following certifications:

- a. By the Board of Trustees - The Board of Trustees shall certify to the insurance trustee, in writing, as to the following matters:
 - (i) Whether or not damage or destroyed property is to be repaired or restored;
 - (ii) Whether or not, in the opinion of the Board of Trustees, the cost of repair or restoration may exceed Twenty-Five Thousand and No/100 (\$25,000.00) Dollars;
 - (iii) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.
- b. By Attorneys - The Board of Trustees shall furnish the insurance trustee, in the event that any payments are to be made to a Unit Owner or mortgagee(s), with an Attorney's Certificate of Title

based upon a search of the land records from the date of the recording of the original Master Deed, stating the name of the Unit Owner and the mortgagees.

Section 8 - Insurance Trustee to Administer Insurance Proceeds in the Event of Loss

The Board of Trustees shall enter into and keep in force a Trust Agreement with a bank in the Commonwealth of Massachusetts with trust powers to receive, administer and disburse funds, provided losses are in excess of Twenty-Five Thousand and No/100 (\$25,000.00) Dollars in each instance, pursuant to this Article. Such Trust Agreement shall incorporate the Master Deed and the By-Laws of the Trust by reference and shall provide that, upon termination thereof, all monies or funds held by the insurance trustee shall be turned over only to a successor insurance trustee which shall also be a bank in the Commonwealth of Massachusetts with trust powers designated to the insurance trustee, pursuant to this Article. No amendment of the Master Deed or the Declaration of Trust and By-Laws of the Trust shall be binding on the insurance trustee until the insurance trustee receives notice of such amendment.

ARTICLE XI- MORTGAGES

Section 1 - Notice to Board of Trustees

A Unit Owner who mortgages his Unit shall notify the Board of Trustees of the name and address of the mortgagee, and such notice may be given by the mortgagee. The Board of Trustees shall maintain a current list of such information and a mortgagee shall remain on such list until the Board of Trustees receives written notice from such mortgagee to the contrary or a copy of a discharge by the mortgagee.

Section 2 - Listed Mortgagee

As used in these By-Laws, "listed mortgagee" shall mean a lender holding a first mortgage of record on a Unit of which the Unit Owner or mortgagee affected has given the notice required in Section 1 of this Article. Such mortgagee shall remain a listed mortgagee until the Board of Trustees receives written notice from the mortgagee' of withdrawal of the listing or the mortgage is discharged of record.

Section 3 - Unpaid Common Expenses

The Board of Trustees, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common charges due from, or any violation of the provisions of the Master Deed or these By-Laws by the Unit Owner of the mortgaged Unit which has not been cured within sixty (60) days.

Section 4 - Notice of Default

The Board of Trustees, when giving notice to a Unit Owner of a default for nonpayment of common expenses or any other default or violation, shall send a copy of such notice to the listed mortgagee upon the request of said listed mortgagee. No part of the appurtenant interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interest is appurtenant or as part of a sale, transfer or other disposition of such part of the appurtenant interest of all Units in the Condominium.

Section 5 - Waiver of Rights of Partition

In the event that a Unit shall be acquired by the Trust, the Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

ARTICLE XII - AMENDMENTS TO THE BY-LAWS OF THE TRUST

The By-Laws of the Trust may be modified or amended by the affirmative vote of sixty-six and two-thirds (66 2/3%) percent (or any larger percentage, if such modification or amendment affects a provision requiring a larger percentage) in beneficial interest of all members of the Trust, present in person or by proxy at a meeting of such members of the Trust duly called and held for such purpose.

ARTICLE XIV - CONFLICTS

In case any part of the Declaration of Trust and By-Laws are in conflict with the provisions of any statute or the Master Deed, the provisions of said statute or Master Deed, as the case may be, shall control.

ARTICLE XV - MISCELLANEOUS

Section 1 - Invalidity

The invalidity of any part of the Declaration of Trust and By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of the Declaration of Trust and By-Laws.

Section 2 - 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 the Declaration of Trust and By-Laws or the intent of any provisions thereof.

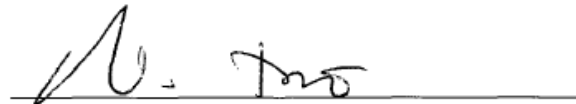
Section 3 - Waiver

No restriction, condition, obligation or provision contained in the Declaration of Trust and By-Laws 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 thereof which occur.

Duly adopted by the Pudding Hill Condominium Trust, this date of November 7, 2007.



Roger A. Sealund, Trustee



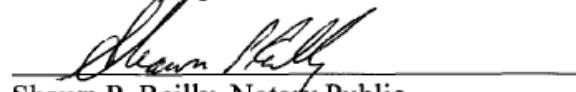
Kevin P. Sealund, Trustee

COMMONWEALTH OF MASSACHUSETTS

Plymouth, SS

November 7, 2007

On this date, before me, the undersigned notary public, personally appeared Roger A. Sealund and Kevin P. Sealund, Trustees as aforesaid, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose.



Shawn P. Reilly, Notary Public
My Commission Expires: 10/22/2010