

## OCEAN PINES II CONDOMINIUM TRUST

This Declaration of Trust is made this 30<sup>th</sup> day of October, 2023, by OPCA 2 LLC, a duly organized Massachusetts Limited Liability Company, hereinafter called the "Trustee" or "Trustees", which term shall include their successors and assigns as Trustees hereunder, and any Trustee or Trustees for the time being hereunder howsoever appointed.

### Article I – Name of Trust

The Trust hereby created shall be known as **Ocean Pines II Condominium Trust** (hereinafter the "Trust")

### Article II – The Trust and Its Purpose

**Section 2.1. General.** All of the rights in and to the common areas and facilities (the "Common Areas and Facilities") of Ocean Pines II Condominium (the "Condominium") established by a Master Deed (the "Master Deed"), of even dated recorded herewith, which are under the provisions of Massachusetts General Laws Chapter 183A, as amended, ("Chapter 183A") exercisable by the organization of unit owners of the Condominium and all property; real and personal, tangible and intangible, conveyed to or held by the Trustees hereunder shall vest in the Trustees, in trust, to exercise, manage, administer the same (a) for the benefit of the owners of record from time to time (the "Unit Owners" or "Owners") of the units (the "Units") of the Condominium according to the allocation of undivided beneficial interest in the Common Areas and Facilities set forth in Article IV hereof, and (b) in accordance with the provisions of Chapter 183A. This Trust is the organization of Unit Owners established pursuant to the provisions of Section 10 of Chapter 183A for the purposes herein set forth.

**Section 2.2. Trust, Not Partnership Created.** It is hereby expressly declared that a trust and not a partnership has been created, and that the Unit Owners are beneficiaries and not partners or associates between themselves with respect to the trust property.

### Article III – The Trustees

**Section 3.1. Initial Board.** The Initial Board of Trustees shall consist of the Trustee named in the first paragraph of this Declaration of Trust, to wit: OPCA 2 LLC, a duly organized Massachusetts Limited Liability Company, with a mailing of 498 Newtown Road, Littleton, MA 01460. (hereinafter called the "Initial Board"). The term of the Initial Board shall end upon the earliest to occur of the following events: (a) 120 days after seventy-five percent (75%) of the total number of units in the Condominium have been conveyed to unit

purchasers (based upon a maximum total of Sixteen (16) Units), or (b) seven (7) years from the date of the Trust. Notwithstanding any other term or provision of this Trust to the contrary; (a) the Unit Owners shall have no power or right to remove the Initial Board, nor to appoint any additional or successor Trustees, until the expiration of the term of said Initial Board shall have expired as set forth in this Paragraph; and (b) during the term of the Initial Board, any vacancy in the office of a Trustee, however caused, shall be filled only by the designation of the Declarant of the Master Deed. The Initial Board of Trustees shall resign at the end of its term. Until the expiration of the Initial Board, the Trustee shall have the exclusive power and authority to appoint successor Trustee(s).

**Section 3.2. Subsequent Board of Trustees.** After the term of the Initial Board, there shall at all times be a Board of Trustees consisting of not less than three (3) or more than five (5) Trustees, but in any event an odd number, as shall be determined by a vote of the Unit Owners entitled to not less than fifty-one percent (51%) of the beneficial interest hereunder.

**Section 3.3. Vacancies.** After the expiration of the term of the Initial Board, if and when, the number of Trustees shall become less than three (3), a vacancy or vacancies in said office shall be deemed to exist. Each such vacancy shall become filled by written instrument setting forth (a) the appointment of a natural person to act as such Trustee, signed (i) by Unit Owners entitled to not less than fifty-one percent (51%) of the beneficial interest hereunder or (ii) if the Unit Owner(s) entitled to such percentage have not made such an appointment within thirty (30) days after the occurrence of such vacancy, by the remaining Trustees and acknowledged by one of the signatories; and (b) the acceptance of such appointment, signed and acknowledged in proper form for recording by the person so appointed. Such appointment shall become effective upon the signing of a certificate of appointment as aforesaid which certificate shall be recorded with the Barnstable County Registry of Deeds and such person shall then be and become such Trustee and shall be vested with the title to the Trust property, jointly with the remaining or surviving Trustee or Trustees, without the necessity of any act of transfer or conveyance. If, for any reason, such vacancy in the office of Trustee shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any Unit Owner and notice to the other Unit Owners and all Trustees and to such other parties in interest, if any, to whom the court may direct that notice be given. Notwithstanding anything to the contrary in this section 3.3, despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining or surviving Trustees, subject to the provisions immediately following section 3.4, shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

**Section 3.4. Majority Vote.** In all matters relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred, the Trustees shall act by majority vote, provided that in no case shall a majority of vote consist of less than two (2). The Trustees may so act without a meeting by instrument signed by all Trustees.

**Section 3.5. Resignation and Removal.** Any Trustee may resign at any time by instrument in writing, signed and acknowledged in the proper form for recording and such resignation

shall take effect upon the recording of such document with the Barnstable County Registry of Deeds. After reasonable notice and opportunity to be heard before the Unit Owners called pursuant to the terms of this Trust, a Trustee (except a member of the Initial Board) may be removed from office with or without cause, by an instrument in writing signed by vote of Unit Owners entitled to not less than fifty-one percent (51%) of the beneficial interest hereunder.

**Section 3.6. Bond Not Required.** No Trustee shall be obligated or required to give any bond or surety or other security for the performance of any of his or her duties.

**Section 3.7. No Compensation.** No Trustee shall be entitled to be compensated for their services as such, although the Trustees may by agreement reimburse a Trustee for expenses incurred by him in connection with his duties as Trustee.

**Section 3.8. Limitation of Liability.** No Trustee shall under any circumstances or in any event be held liable or accountable out of his personal assets by reason of any action taken, suffered or omitted in good faith, or for allowing one or more of the other Trustees to have possession of the Trust books or property, or be so liable or accountable by reason of honest errors of judgment or mistakes of fact or law or for any reason except his or her own personal willful malfeasance, bad faith or fraud.

**Section 3.9. Dealing with Trust Not Prohibited.** No Trustee or Unit Owner shall be disqualified by his or her office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his or her interest individually or the Trustee's interest or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any other reason) as vendor, purchaser or otherwise, nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which any Trustee shall be in any way interested be avoided, nor shall any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office of the fiduciary relationship hereby established, provided the Trustee shall act in good faith and shall disclose to the other Trustee the nature of his or her interest before the deal, contract or arrangement is entered into.

**Section 3.10. Indemnification of Trustees.** The Trustees shall be entitled to indemnity both out of the Trust property and by the Unit Owners against any liability, including without limitation, liabilities in contract and in tort and liabilities for damages, penalties and fines, incurred by the Trustees in the execution of their duties hereunder.

#### **ARTICLE IV – Beneficiaries and the Beneficial Interest in the Trust**

**Section 4.1. The Beneficiaries.** The Beneficiaries shall be the Unit Owners of the Condominium. The beneficial interest in the Trust hereunder shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium, all as set forth in the Master Deed, as amended, which is incorporated herein by this reference and made a part hereof, with the same force and effect as though fully set forth in the body hereof.

**Section 4.2. Exercise of Beneficial Interest.** The beneficial interest of each Unit shall be held and exercised as a unit and shall not be divided among several owners of any such Unit. To that end, whenever any of the Units is owned of record by more than one person, the several owners of such Unit shall

- (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder, and
- (b) notify the Trustees of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate any one of such owners for such purposes.

#### **ARTICLE V – By-Laws**

The provisions of this Article V shall constitute the By-Laws (the “By-Laws”) of this Trust and the organization of Unit Owners established hereby.

**Section 5.1. Powers of Trustees.** The Trustees shall have the power necessary for the administration of the affairs of the Condominium as set forth in Massachusetts General Laws Chapter 183A and may do all such acts and things in connection therewith, except as by law or by the Master Deed or these By-Laws may not be delegated to the Trustees. The powers and duties of the Trustees shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and management of the Common Areas and Facilities or any part thereof;
- (b) Conducting litigation as to any matter involving the Common Areas and Facilities;
- (c) Determination and budgeting of the common expenses required for the affairs of the Condominium;
- (d) Collection of the common expenses from the Unit Owners;
- (e) Employment and dismissal of personnel necessary for the operation, care, upkeep and management of the Common Areas and Facilities, including without limitation the employment of a manager or managing agent;
- (f) Opening and utilizing bank accounts on behalf of the Trust and designating the signatories required thereof;
- (g) Obtaining insurance pursuant to the provisions of these By-Laws;
- (h) Making of repairs, additions and improvements to or alterations of the Common Areas and Facilities; and making repairs to and restoration of the Condominium property, in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;
- (i) Incurring obligations and paying, compromising or adjusting all obligations incurred and rights acquired in the administration of the Trust;

- (j) Obtaining advice of counsel and relying thereon, and employing, appointing and removing such other persons, agents, managers, officers, brokers, engineers, architects, employees, servants and assistants as they shall deem advisable, and defining their respective duties and pay and compensation, provided, however, no Trustee shall be held personally liable for the act or default of any such person; and
- (k) Adopting administrative rules and regulations governing the details of the operation and use of the Common Areas and Facilities.
- (l) Conducting litigation as to any course of action involving the common areas and facilities or arising out of the enforcement of the Bylaws, Rules and Regulations, and Master Deed, and this Trust.
- (m) Granting permits, licenses and easements over the common areas and facilities for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.
- (n) To lease, manage, and otherwise deal with such community and commercial facilities as may be provided for in the Master Deed as being common areas and facilities
- (o) To require or cause the installation of energy saving devices in all units, not already separately metered for water and utilities, and common areas in the Condominium. Such devices shall include, but not be limited to, separate meters for each unit that will monitor the use of water and other utilities for the Unit to which it is attached, low-flow toilets and showerheads, faucet aerators, windows and storm windows; provided, however, that such devices shall not be considered to be an improvement for purposes of Section 18 of Chapter 183A; and provided further, that the Board of Trustees receives the approval of the majority of Unit Owners in attendance at a meeting, for which notice was duly given and which was held for the purposes of voting on the installation of such energy conservation devices. The cost of installation of such energy conservation devices shall be an expense of the organization of unit owners, which may be assessed to the individual Unit Owners as a special assessment, the amount of which, in an instance where such energy conservation device has been installed in each individual Unit, or in substantially all of the Units in the Condominium, may be attributable to each Unit Owner in the amount of the cost of the item installed. The organization of unit owners may assess to each Unit Owner his proportionate share of the costs for water and other utilities, as measured by the meter attached to the Unit. In the event of a conflict between this clause and the Master Deed, Trust or bylaws, and any amendment thereto, of any condominium submitted to the provisions of Chapter 183A, the provision of this clause shall control. Notwithstanding the aforesaid, nothing contained herein shall be construed to conflict with the provisions of the state sanitary code. The expenses incurred in and proceeds accruing from the exercise of the aforesaid rights and powers shall be common expenses and common profits.

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

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

B. All maintenance, and replacements of and repairs to the Common Areas and Facilities as defined in the Master Deed, and all maintenance, and replacement of and repairs to the exterior walls of the buildings and to structural parts of the buildings and the painting of the exterior of the buildings and the exterior window sash, shall be made by the Trustees, except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner. All landscape maintenance, including but not limited to mowing, trimming, cleaning of driveway and walkways, fertilizing and the use of herbicides, shall be made by the Trustees, except that the Trustees shall only be responsible to maintain the flower beds in the front of each Unit one each spring. The plowing and sanding of the common driveway, areas in front of the garages serving each Unit and the walkways serving each Unit shall be made by the Trustees.

**Section 5.3. Maintenance and Repair of Common Areas and Facilities and Assessment of Common Expenses Thereof.** The Trustees shall be responsible for arranging for the proper maintenance and repair of the Common Areas and Facilities. The Trustees may approve payment of vouchers for such work; and the expenses of such maintenance and repair shall be assessed to the Unit Owners as common expenses as provided in Section 5.4 hereof, provided, however, if maintenance or repair work in a given instance is necessitated by the negligence or misuse of a Unit Owner, the expense associated with such maintenance or repair work shall be assessed to such Unit Owner alone.

**Section 5.4. Common Expenses, Profits and Funds.**

- A. The Unit Owners shall be liable for common expenses and entitled to common profits of the condominium in proportion to their respective percentages of beneficial interest as set forth in Article IV hereof. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees shall at all times establish and maintain an adequate reserve fund for periodic maintenance, repairs and replacement of improvements to the common areas and facilities. Such reserve fund shall be funded by regular monthly assessments from regular assessments for Common Expenses and shall not be deemed to be common profits available for distribution.
- B. In addition to the foregoing (and not in substitution thereof), to ensure that this Trust will have the funds to meet unforeseen expenditures or to purchase any additional equipment or services, a working capital fund shall be established equal to two (2) months' estimated common charges for each Unit. Any amounts paid into this fund shall not be considered

advance payments of regular assessments. Each Unit's share of the working capital fund shall be collected at the time the sale of the Unit is closed. During the term of the Initial Board, the working capital fund, which is the subject matter of this subsection, cannot be used to defray the expenses, reserve contributions or construction costs that are the responsibility of the Declarant in its role as developer of the Condominium or to make up budget deficits.

- C. In addition to the foregoing (and not in substitution thereof), the Trustees may, to such extent as they deem advisable, set aside common funds of the Condominium as additional reserves and may use the funds so set aside for reduction of indebtedness or other lawful capital purposes, and, subject to the provision of Section 5.6 of this Trust, for repair, rebuilding or restoration of the Condominium, or for improvements thereto, and for replacement of the common areas and facilities, and other proper contingencies. The funds so set aside shall not be deemed to be common profits available for distribution.
- D. At least thirty (30) days prior to commencement of each fiscal year of this Trust, the Trustees shall estimate the common expenses expected to be incurred during such fiscal year, together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessment, according to their percentage of beneficial interest in the Common Areas and Facilities, and each Unit Owner thereafter shall pay one-twelfth (1/12) of his or her share of the estimated common expenses monthly in advance on the first day of each month. In the event an annual assessment is not made as above required, an assessment shall be presumed to have been made in the amount of the previous year's assessment. In the event that the Trustees shall determine at any time during any fiscal year that the assessment so made is less than the common expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, the Trustees may make one or more supplemental assessments and render statements to the Unit Owners for such assessments in the same manner as is done for annual assessments. The Trustees shall have the authority and the duty to levy and enforce the collection of general and special assessments for Common Expenses. The Trustees shall, insofar as is feasible, provide for payments of statements in monthly, substantially equal, installments.
- E. The amount of each such statement, for regular or special assessment, together with interest on the amount, if not paid when due, at the rate of twelve percent (12%) per annum, together with all expenses, incurred by the Trustees in any proceeding brought to collect such unpaid Common Expenses and assessments, shall constitute a lien on the Unit of the Unit Owner assessed as provided in Section 6 of Massachusetts General Laws Chapter 183A and Sections 5 and 5A on Chapter 254 of Massachusetts General Laws, and may be collected by the Trustees pursuant to said statutes. The Trustees shall take prompt action to collect any Common Expenses and assessments due from any Unit Owner that remains unpaid for more than thirty (30) days from the due date thereof. In the event the Trustees bring an action to foreclose a lien on any Unit pursuant to Massachusetts General Laws Chapters 183A and 254, as amended, the Unit Owner shall pay a reasonable sum for

use and occupancy of his or her Unit from the date of foreclosure until the Unit Owner vacates the Unit, but nothing in this sentence shall be deemed to grant any Unit Owner the right to remain in possession of his or her Unit after such foreclosure. The Trustees, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. In the event of any suit or foreclosure by the Trustees, the Trustees shall be entitled to interest at a rate equal to twelve percent (12%) per annum and all costs of collection, suit and foreclosure, including attorney fees. In addition to the lien in favor of the Trustees for assessment for Common Expenses and assessments, such assessments shall also be the personal obligation of the Unit Owner at the time the assessment fell due.

- F. No Unit Owner shall be liable for the payment of any part of the common expenses assessed against his Unit subsequent to the time he transfers record title to his or her Unit. Each new Unit Owner, by taking title to his or her Unit, shall thereby assume and become personally liable for the payment of all unpaid common expenses assessed against such Unit prior to its acquisition by him or her, except that any purchaser at a foreclosure sale of a mortgage or transferee by deed in lieu of such foreclosure, or any purchaser from the mortgagee of a Unit should the mortgagee purchase at the said foreclosure sale or acquire title by such a deed in lieu of foreclosure, shall not be liable for the payment of assessments unpaid and due as of the time of his or her acquisition, but he or she shall be liable for assessments becoming due thereafter.
- G. In the event of default by any Unit Owner in paying to the Trustees the common expenses charged against his Unit, such Unit Owner shall be obligated to pay all expenses, including attorneys' fees, incurred in any proceeding brought to collect such unpaid common expenses.
- H. The Trustees shall expend common funds only for such purposes as are permitted hereby and by the provisions of Chapter 183A.

**Section 5.5. Certificate with Respect to Unpaid Common Expenses.** Within ten (10) business days after receiving an appropriate request from a Unit Owner, a purchaser of a Unit under a written contract of sale therefor, or a Unit mortgagee, or the attorney of any such party, addressed to the Trustees, the Trustees shall supply a certificate in recordable form stating the amount of any unpaid common expenses (including interest due thereon and costs of collection associated therewith) attributable to the Unit. Such statements must be executed by all Trustees. Upon recording of such a certificate, the amount of any unpaid assessment stated therein shall be conclusively established as of such date in favor of all persons who rely thereon.

**Section 5.6. Rebuilding, Restoration and Condemnation.**

- A. In the event of damage to or destruction of the Common Areas and Facilities of the Condominium as a result of fire or other casualty (unless Paragraph E on this Section is



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

- B. In the event that the total cost of repair or restoration as estimated on the basis of an independent appraisal, or as determined during the course of repair or restoration, exceeds the total sum of available insurance proceeds, then the Trustees shall allocate the available proceeds between (1) Common Areas and Facilities and (2) Units (or Unit) in proportion to the estimated cost of repairing or restoring each, and shall assess, levy or charge all Unit Owners, as a common expense, the amount estimated to repair or restore the Common Areas and Facilities in excess of the insurance proceeds available thereof and shall assess, levy or charge the Owner(s) of a Unit in which a loss has occurred for the amount estimated to repair or restore said Unit or Units in excess of the insurance proceeds available thereof.
- C. The Trustees may perform emergency work essential to the preservation and safety of the Condominium or the safety of persons, or required to avoid the suspension of any essential service to the Condominium, without having first adjusted the loss or obtained proceeds of insurance.
- D. Subject always to the prior rights of mortgagees, if there shall have been repair or restoration pursuant to the foregoing provisions of this Section 5.6 and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be added to the Condominium's reserve fund or, at the option of the Trustees, shall be divided into separate shares for the Trust and the Unit Owners of the damaged Units, in proportion to the respective costs of repair or restoration of the damaged portions of the Common Areas and Facilities and of each damaged Unit, and shall then be paid over to the Trustees and/or each such Unit Owner entitled to a share.
- E. Notwithstanding the foregoing, if a loss to the Common Areas and Facilities due to a casualty exceeds ten percent (10 %) of the value of the Condominium immediately prior to such loss and if within one hundred twenty (120) days after the date of such loss, seventy-five percent (75%) of the Unit Owners do not agree to proceed with repair or restoration, each Unit Owner's proportionate share of the insurance proceeds with respect to the Common Areas and Facilities, together with the portion of the insurance proceeds allocated to his or her Unit as a result of a loss to such Unit due to the casualty shall, to the extent permitted by law, be paid first to the holder of mortgages on such Unit, if any, according to their property, up to, but not in excess of the amounts remaining due

thereon, and thereafter to the Unit Owner; and the Condominium shall be subject to partition and the net proceeds of a partition sale together with common funds of the Trust (adjusted for insurance proceeds paid or payable to mortgagees aforesaid) shall be divided all as provided by law, distribution thereof to be made first to the holders of the mortgages on Units, if any, to the extent of the amounts remaining due thereon, and thereafter to the Unit Owners.

- F. In the event of a taking of all or part of the Condominium under the powers of eminent domain, the provisions of paragraphs A through E of this Section 5.6 shall apply as if the taking were a casualty loss, with the proceeds of the taking award being treated in the same manner as would the proceeds of an insurance settlement. Provided, however, if the taking award specifically allocates certain damages as being attributable to the Common Areas and Facilities and/or particular Units, such allocations shall be used in allocating the proceeds pursuant to the provisions of said Paragraphs A through E.

**Section 5.7. Improvements to Common Areas and Facilities.**

- A. If fifty percent (50%) or more but less than seventy-five percent (75%) of the Unit Owners agree to make an improvement to the Common Areas and Facilities, the cost of such improvement shall be borne solely by the Unit Owners so agreeing.
- B. Seventy-five percent (75%) or more of the Unit Owners may agree to make an improvement to the Common Areas and Facilities and assess the cost thereof to all Unit Owners as a common expense, but if such improvement shall cost in excess of ten percent (10%) of the then value of the Condominium, including the buildings, the common areas and facilities and the Units, any Unit Owner not so agreeing may apply to the Superior Court of Barnstable County, on such notice to the Trustees and Unit Owners as the Court shall direct, for an order directing the purchase of his or her Unit by the Trustees at fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

**Section 5.8. Insurance.**

- A. The Trustees shall obtain and maintain, to the extent obtainable, a master policy of insurance providing fire and extended coverage insurance insuring the Condominium, including without limitation, the Common Areas and Facilities, all of the Units with all fixtures, additions, alterations and improvements thereof, but not including any furniture furnishings, household and personal property belonging to and owned by individual Unit Owners, in an amount at least equal the full replacement value thereof (as determined by the Trustees not less frequently than on the renewal date of the policy), without deduction for depreciation. In determining full replacement value, the Trustees may reasonably rely upon the advice of the insurer or their insurance agent. Such insurance shall name the Trustees as Insurance Trustees for the benefit of all Unit Owners and their mortgagees, with loss payable to and adjusted by the Trustees as Insurance Trustees in accordance with the provisions of these By-Laws.

- B. Policies for such casualty insurance shall provide: ( i ) that the insurance company waive any right of subrogation against the Trustees and their agents and employees and the Unit Owners and their respective employees, agents, tenants and guests; (ii) that the insurance shall not be prejudiced by any act or neglect of any Unit Owners of occupants of a Unit or any other person or firm (including employees and agents of the Trustees) when such act or neglect is not within the control of the Trustees (or Unit Owners collectively); (iii) that such policies may not be canceled or substantially modified without at least twenty (20) days prior written notice to all Unit Owners and mortgagees of Units to whom certificates of insurance have been issued; (iv) that recovery thereunder shall not be affected on account of the availability of proceeds under any policies obtained by individual Unit Owners covering their own Units; and (v) if available, that the company shall waive any right it may have under the policy to repair or restore damage should the Unit Owners elect to terminate the Condominium because of such damage.
- C. The Trustees shall also obtain and maintain, to the extent obtainable: ( i ) public liability insurance in such limits as the Trustees may, from time to time, determine but in no case less than a single limit of \$500,000 for injury or death to one person and for injury or death to more than one person in the same accident and a limit of \$50,000 for damage to property, covering the Trustees and each Unit Owner with respect to liability arising out of ownership, maintenance or repair of the Common Areas and Facilities, such insurance to provide cross liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder; and (ii) such other insurance as the Trustees may from time to time deem to be desirable or appropriate, including, without limitation, fiduciary liability insurance and workmen's compensation insurance.
- D. The Unit Owners shall carry insurance for their own benefit insuring their carpeting or other floor covering, wall-coverings, furniture, furnishings and other property located within their respective Units, provided that all such policies shall contain waivers of subrogation, and further provided that the liability of the carriers issuing insurance obtained by the Trustees shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.
- E. Each Unit Owner shall have the duty to report immediately to the Trustees any improvements made to his Unit in excess of One Thousand Dollars (\$1,000.00), so that the Trustees may increase as necessary the amount of insurance coverage required by these By-Laws, and the Unit Owner making the improvement shall pay the cost of the additional insurance coverage, if any, resulting therefrom.

#### **Section 5.9. Meetings.**

- A. **Unit Owners.** There shall be an annual meeting of Unit Owners on the first Monday of June in each year at 7:00 P.M. at the Condominium premises or at such other reasonable place and time (not more than twenty-one (21) days before or after said date) as may be designated by the Board of Trustees by written notice given to the Unit Owners at least fourteen (14) days prior to the date so designated. Special Meetings (including a meeting

in lieu of a passed annual meeting) of the Unit Owners may be called at any time by any Unit Owner and shall be called by a Trustee upon the written request. Written notice of any such special meeting designating the place, day and hour thereof shall be given by the Board of Trustees to the Unit Owners at least seven (7) days prior to the date so designated. At the annual meeting of the Unit Owners, the Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Trustees propose to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall reasonably specify such matter.

- B. **Trustees.** The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect such officers as they deem expedient. Other meetings may be called by any Trustee, provided that notice of each such other meeting stating the place, day and hour thereof shall be given at least two (2) days before such meeting to the other Trustee.

**Section 5.10. Notices to Unit Owners.** Every notice to a Unit Owner required under the provisions hereof, or which may be deemed by the Trustees necessary or desirable in connection with the execution of the Trust or which may be ordered in any judicial proceeding, shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees or Unit Owners, as the case may be, to such Unit Owner by leaving such notice, or mailing it postage prepaid and addressed to such Unit Owner, at his or her address at the Condominium, unless such Unit Owner has designated in writing to the Trustees some other address for the receipt of notices.

**Section 5.11. Inspection of Books; Reports to Unit Owners.** Books, accounts and records of the Trustees and of the organization of Unit Owners shall be open to inspection by any one or more of the Trustees, the Unit Owners and any first mortgagee at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient for them, submit to the Unit Owners a report of the operations of the Trustees for such year, which report shall include financial statements in such summary form and in only such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by certified or registered mail within a period of three (3) months after the date of its receipt by him or her shall be deemed to have assented thereto.

**Section 5.12. Checks, Notes, Drafts and Other Instruments.** Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed any two (2) Trustees or by any person or persons (who may be one of the Trustees) to whom such power may, at any time or from time to time, be designated by not less than a majority of the Trustees. All vouchers for the payment of any Common Expenses shall be approved by not less than two (2) Trustees in each instance.

**Section 5.13. Fiscal Year.** The fiscal year of the Trust shall be the year ending December 31 or such other date as may from time to time be determined by the Trustees.

**Section 5.14. Tenants.** Any Unit Owner may lease or rent his or her Unit, subject, however, to the following conditions:

A. Any lease of occupancy agreement shall:

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

(b) be for a term of at least six (6) months and for not more than four (4) occupants;

(c) expressly provide that the lease or occupancy agreement shall be subject in every respect to the Master Deed, the Condominium Trust, and the By-Laws and the Rules and Regulations thereof, as the same have been amended most recently prior to the execution of the lease or occupancy agreement.

(d) Contain the following notice: "The apartment Unit being leased (rented) under this lease (occupancy agreement) is located in a Condominium Building – not a rental apartment house. The Condominium is occupied by the individual Owners of each apartment (except for certain apartments, such as this one, which is being occupied by tenants). The Tenant understands that his or her neighbors in the Building are (except as aforesaid) the owners of the homes they occupy and not tenants living in a rental apartment house. The Tenant, by signing this lease (occupancy agreement) acknowledges that he or she has been furnished with a copy of the Master Deed, the Declaration of Trust, the By-Laws and the Rules and Regulations thereto, and that he or she has read and understands the same and that he or she will be expected to comply in all respects with the same. The Tenant understands that in the event of any noncompliance, the Tenant may be evicted by the Trustees of the Condominium Trust (who are elected by the Unit Owners); in addition, the Tenant may have to pay fines, penalties and other charges; and the provisions of this clause take precedence over any other provision of this lease (occupancy agreement)

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

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

( ii ) If the default continues of five (5) days after giving said notice, the Trustees shall have the right to levy fines against the Owner of the affected Unit in accordance with Section 5.15 of these By-Laws and terminate the tenancy by giving notice in writing to quit to the tenant in any manner permitted by law, in the name of the landlord (Unit Owner) or in the name of the Trustees. In case of a tenancy at will, the time of such notice shall be sufficient if it equals the interval between the days of rent payment or thirty (30) days, whichever is longer. In case of a lease, seven (7) days' notice shall be sufficient. In either event, a copy of such notice to quit shall be delivered or mailed to the landlord (Unit Owner) in the manner set forth hereinabove. Thereafter, the Trustees may initiate and prosecute a summary process action against the tenant under the provisions of Chapter 239 in the name of the landlord or in the name of the Trustees, or both.

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

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

- B. The Unit Owner shall make reasonable efforts, at his or her expense and upon his or her initiative to inform rental agents of the provision of this Section and shall, at his or her own expense, and upon his or her own initiative, furnish copies of the Condominium documents to the tenant and cause the lease or occupancy agreement to be prepared in conformity with the provisions of this Section.
- C. Any renewal or extension of any lease or occupancy agreement shall be subject to the prior written approval of the Trustees in each instance. Such approval shall not limit any rights or remedies of the Trustees or Unit Owners in the event of a subsequent default.
- D. A true copy of the lease or occupancy agreement shall be delivered to the Trustees forthwith upon its execution.
- E. The provisions of this Section shall take precedence over any other Section in the lease or occupancy agreement.
- F. Notwithstanding anything to the contrary herein and notwithstanding any custom, law, or usage to the contrary, it is expressly understood and agreed that neither the Trustees nor the Unit Owners shall ever bear any personal or individual responsibility with respect to said lease or occupancy agreement.
- G. Every lease of occupancy agreement shall have, attached thereto, and incorporated therein by reference, a copy of this Section.

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

**Section 5.15. Violations by Unit Owners.** The violation of any rule or regulation adopted by the Trustees, or breach of any of these By-Laws, or the breach of any provisions of the Master Deed or of this Trust or of the offending Unit Owner's Unit Deed shall give the Trustees the right, in addition to any other rights set forth in these By-Laws, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, or both, the continuance of any such breach. In addition to the foregoing, and not in substitution therefor, the Trustees shall have the power to levy fines against Unit Owners for such violations. No fine may be levied for more than twenty five dollars (\$25.00) for any one violation, but each day a violation continues after notice shall be considered a separate violation. Collection of fines may be enforced against the Unit Owner of Unit Owners involved as if the fines were Common Expenses owed by the particular Unit Owner of Unit Owners.

**Section 5.16. Violation of Law.** No noxious or unlawful activity shall be carried on in any Unit or in the Common Areas and Facilities nor shall anything be done therein, either willfully or negligently, that may be or become unreasonably annoying to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by himself or herself, his or her family, guests, agents, servants, employees, licensees, or tenants, nor do or permit anything by such persons that will unreasonably interfere with the rights, comforts or conveniences of other Unit Owners or occupants.

**Section 5.17. Rules and Regulations.** The Trustees shall have the right at any time and from time to time to adopt, amend and rescind administrative rules and regulations governing the details of the operation and use of the Common Areas and Facilities. Such rules and regulations and any changes therein shall become effective upon copies thereof being given to the Unit Owners. The Rules and Regulations of the Condominium are attached hereto and incorporated herein as Exhibit A.

**Section 5.18. Safety.** Each Unit Owner assumes complete responsibility for the safety of himself or herself, his or her family, guests, agents, servants, employees, licensees and tenants while such persons are in his or her Unit, or any other Unit or in the Common Areas and Facilities of the Condominium.

**Section 5.19. Use of Units.** No Unit shall be occupied for nonresidential purposes, nor by more than one (1) family unit nor more than two (2) unrelated persons per bedroom, provided, however, that any of the Units may also be used as an office and/or artist's studio, but only accessory to such residential use and only if and to the extent such accessory office and/or artist's studio use is permitted by applicable zoning laws. So long as any unit mortgage or interest therein is held by the Federal National Mortgage Associations ("FNMA"), no residential space that is part of the Condominium may constitute, in FNMA's judgment, an inordinate amount of space devoted to nonresidential purposes.

If any Unit or Units are used for office and/or artist's studio purposes accessory to such residential use as set forth in this Section, no signs or advertising shall be displayed on the exterior of the Unit or Units so used or in any part of the Common Areas and Facilities or in or upon any part of the Condominium. The visitation of business associates, clients and the general public with respect to such office use shall be substantially infrequent, and not more than one employee who is not a resident of any Unit of the Condominium shall be employed therein (in addition to the resident of the Unit being used for accessory office use).

**Section 5.20. Sale of Units.** No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his or her Unit without including therein the undivided interest of a Unit Owner in the Common Areas and Facilities and the interest of such Unit Owner in any other assets of this Trust (the "Appurtenant Interests"), it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to effect one or more such interests, without including such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer, or other disposition of such part of the Appurtenant Interests of all Units.

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

**Section 5.21. Attorneys, Accountants, Appraisers.** The Trustee may, but need not, engage the services of attorneys, accountants, appraisers, architects, engineers, and other professionals in connection with their duties as such Trustees, upon the payment of such fees and upon such other terms and conditions as the Trustees shall decide, and such fees and other expenses in connection with such employment shall be Common Expenses of the Condominium. In the absence of fraud, the Trustees shall be protected in reasonably relying upon the opinion of such professionals engaged by the Trustees pursuant to their duties as such Trustees.

## **ARTICLE VI – Rights and Obligations of Third Parties** **Dealing with the Trustees**

**Section 6.1.** No purchaser, mortgagee, lender or other person dealing with the Trustees, as they then appear of record at the Barnstable County Registry of Deeds, shall be bound to ascertain or inquire further as to the identity of said Trustees or of any changes therein. The receipts of the Trustees, or any one or more of them, for money or things paid or delivered to them or him or her shall be effectual discharges therefrom to the persons paying or delivering the same, and no person from whom the Trustees, or any one or more of them, shall receive any money, property or other credit shall be required to see to the application thereof. No



purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, nor otherwise as to the purpose or regularity of any of the acts of the Trustees purporting to be done in pursuance of any of the provisions of powers herein contained, nor as to the regularity of the resignation or appointment of any Trustee.

**Section 6.2.** No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them, against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceeding, or by virtue of any suit or otherwise; and all persons extending credit to, contracting with or having any claim against the Trustees, shall look only to the trust property for payment under contract or claim, or for the payment of any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them for the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under the provisions of Chapter 183A.

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

## **ARTICLE VII – Amendment and Termination**

**Section 7.1. Amendment.** A majority of Trustees, with the consent in writing of seventy-five percent (75%) in interest of Unit Owners, may at any time and from time to time amend, alter or add to this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding liabilities and obligations, provided, however, that no such amendment, alteration, addition or change shall be made: (i) according to the purport of which, the percentage of beneficial interest hereunder of any Unit Owner would be altered, or in any manner or to any extent whatsoever, modified or affected so as to be different than the percentage interest of the individual interest of such Unit Owner in the common areas and facilities as set forth in the Master Deed, as amended, other than by consent of all of the Unit Owners whose percentage of the undivided interest is affected; or (ii) that would render this Trust contrary or inconsistent with any requirements or provisions of said Chapter 183A. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this Section shall become effective upon the recording with the Barnstable County Registry of Deeds of an instrument of amendment, alteration or addition, as the case may be, signed and acknowledged in the proper form for

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

**Section 7.2. Termination.** The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure therefor set forth in said Chapter 183A.

**Section 7.3. Distribution Upon Termination.** Upon the termination of this Trust, the Trustees may, subject to and in accordance with provisions of Chapter 183A, sell and convert into money the whole of the trust property or any part or parts thereof, and, after paying or satisfying all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, all other property then held by them in trust hereunder to the Unit Owners as tenants in common, according to their respective percentages of beneficial interest hereunder. All valuations made by the Trustees shall be conclusive. In making any sale under this provision, the Trustees shall have power to sell by public auction or private contract and to buy in or rescind or vary any contract of sale and to resell without being answerable for loss and, for said purposes, to do all things, including the execution and delivery of instruments, as may be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of trust property may have passed.

#### **ARTICLE VIII – Resolution of Disputes**

In event of a dispute between the Owners of the Units or between the Trustees as to any matter involving this Trust, the Master Deed and the Condominium generally, any of the disputing parties at his or her option may:

- (a) Refer the matter to binding arbitration by sending written notice requesting arbitration to the other parties, which notice shall name one arbitrator who shall be an attorney licensed to practice law in the Commonwealth of Massachusetts. Within fourteen (14) calendar days after receiving such notice, the other party or parties shall by written notice to the requesting party or parties name a second arbitrator who shall likewise be an attorney licensed to practice law in the Commonwealth of Massachusetts, failing which, the first arbitrator appointed shall appoint such second arbitrator. If the two arbitrators thus appointed are unable within fourteen (14) calendar days after the date of the appointment of the second arbitrator to agree upon a settlement to the dispute, they shall then appoint an impartial third arbitrator within twenty (20) calendar days after the said date of appointment of the second arbitrator. The third arbitrator need not be an attorney, but shall be someone who is qualified by his or her profession to deal with the matter in dispute. If the two arbitrators cannot agree on a third arbitrator and if they fail to act to appoint him or her within said twenty (20) day period, then either party may apply to the

Superior Court of Barnstable County for the appointment of the third arbitrator. The third arbitrator shall within fourteen (14) calendar days after his or her appointment render a decision in the dispute. The decision of the arbitrators shall be conclusive and binding upon all parties to the dispute, and any such decision shall be enforceable by any court of competent jurisdiction. Each party or parties shall pay for the fees and other costs of the arbitrator appointed by that party or for that party (should that party duly fail to make that appointment), and the fees and costs of the third arbitrator shall be shared equally by the parties. Except as otherwise herein provided, the arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

- (b) Commencing an action in the Land Court or the Superior Court of Barnstable County to decide the matter, with such notice being given to the other party or parties as the Court may order. The fees and costs associated with bringing the matter to Court and prosecuting the Court proceedings shall be paid as the Court orders, and in the absence of such an order, shall be borne equally by the parties.

#### **ARTICLE IX – Construction, Interpretation and Waiver**

In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and the singular, words denoting males include females and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is to be inferred from them or required by the subject matter or context. The title headings of different parts hereof are inserted only for the convenience of reference and are not 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 shall have the same meaning herein and to the extent of any conflict between the terms hereof and the requirements of said Chapter 183A, the latter shall govern. The invalidity of any part of this Trust shall not impair or affect in any manner the validity, enforceability or effect of the balance of this Trust. No restriction, condition, obligation or provision contained in this Trust 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 may occur.

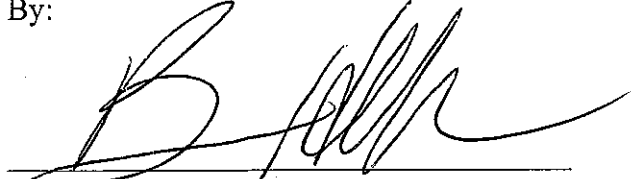
#### **ARTICLE X – Assignment by Unit Owner of Rights and Options**

The right of any unit owner to vote, to grant or withhold any consent or approval, and to exercise any other right or option herein granted to a Unit Owner, may be assigned or transferred in writing to or restricted in favor of any mortgagee under a mortgage covering that Owner's Unit, and the Trustees, and all other persons shall be bound by any such assignment or transfer of which they have actual written notice.

WITNESS my hand and seal this 30<sup>th</sup> day of October, 2023.

OPCA 2 LLC,

By:

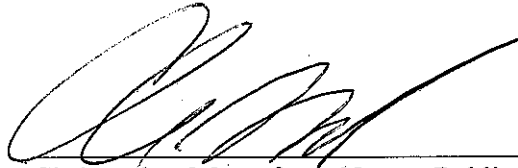


Brian Hebb, Manager

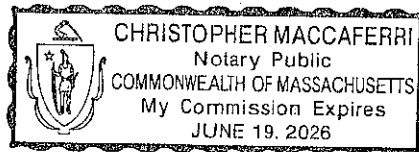
COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS

On this 30<sup>th</sup> day of October, 2023, before me, the undersigned notary public, personally appeared the above named Brian Hebb, Manager as aforesaid, proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for the stated purpose as Manager of OPCA 2 LLC, a Limited Liability Company.



Christopher Maccaferri, Notary Public  
My Commission Expires June 19, 2026



## EXHIBIT A

### RULES AND REGULATIONS

Ocean Pines II Condominium (the "Condominium") in Bourne, Massachusetts, has been created with the objective of providing congenial, enjoyable and dignified residential living. In order to accomplish this objective, the Trustees of the Condominium (the "Trustees"), responsible for the administration, operation and maintenance of the Condominium pursuant to the By-Laws of the Condominium Trust, have adopted the Rules and Regulations set forth below.

In order for the Unit Owners to better understand the Rules and Regulations, the defined terms used in the Master Deed of the Condominium and the Condominium Trust are used herein with the same meanings as used in said documents, except that, whenever these Rules and Regulations impose a duty or obligation upon a Unit Owner or a Rule which a Unit Owner is to observe, obey and comply with, the term "Unit Owner" shall have the meaning defined in the Master Deed, and in addition, when the context permits, shall include all family members, guests and invitees thereof, and any occupants of Units in the Condominium.

The Rules and Regulations may not please everyone, as it is impossible to satisfy each and every individual. The Trustees, however, feel that the Rules and Regulations will enhance the experience of all persons living in the Condominium.

1. Antennas, etc. Unit Owners may not place antennas satellite dishes, flags, signs, decorative items or the like, on any portion of the Building. Unit Owners may place their names and/or addresses on that portion of the Building in which their respective Units are located. Moreover, no clothes lines, drying racks, decorative items, flags (with the exception of the American Flag), sports or athletic equipment or the like may be placed on any portion of the Common Areas and Facilities (including but not limited to the Common Exclusive Area) unless approved by all Unit Owners. Holiday decorations are permitted within the Condominium, but shall be removed by the Unit Owner no later than 15 days following said holiday and may be displayed no sooner than 30 days preceding said holiday.

2. Radios, Phonographs, Musical Instruments. The volume of television sets, radios, phonographs, musical instruments and the like shall be turned down between 11 P.M. and 8 A.M. the next morning, and shall, at all times, be kept at a sound level which will not disturb or annoy the occupants of the other Units.

3. Abuse of Mechanical Systems. The Trustees may charge to a Unit Owner any damage to the mechanical, electrical or other building service systems of the Condominium caused by such Unit Owner by misuse of such system.

4. Pets. No animal of any kind shall be raised, bred or kept in any Unit, except that usual domestic dogs, cats, fish, and birds may be kept as household pets. No more than two dogs or two cats, or one dog and one cat, may be kept as a household pet. No animal shall be kept, bred or maintained (i) for any commercial purpose, (ii) in unreasonable numbers, or (iii) if

there would be involved any odor, noise or other nuisance which would unreasonably disturb the use and enjoyment of any portion of the Project by other Owners. The Trustees shall have the authority to set additional restrictions, rules, and regulations with regard to Pets.

5. Parking and Storage. Parking for each Unit is restricted to two (2) permanent registered private automobiles, pick-up trucks and/or vans for the personal use of the Unit Owners. No unregistered motor vehicles, trailers, boats, watercraft, campers or any commercial or recreations vehicles may be parked or stored in the common areas at any time. Snowmobiles, bicycles, motorcycles, motor scooters, mopeds, canoes, floatation devices and the like may be kept on the Premises, but only in the interior of any Unit. Neither parking nor driving on the grass is permitted at any time. No temporary or permanent storage sheds are allowed within the Condominium. All of the furnishings, items of personal property, effects and other items of Unit Owners and persons claiming by, through or under said Owners may be kept and stored at the sole risk and hazard of said Owners, and if the whole or any part thereof shall be destroyed or damages by fire, water or otherwise, or by the leaking or bursting of water pipes, steam pipes or other pipes, by theft or from other cause, no part of said loss or damage in excess of the amounts, if any, covered by its insurance policies, is to be charged to or be borne by the Condominium Trust, except that the Condominium Trust shall in no event be exonerated or held harmless from liability caused by its negligence.

6. Repair and Condition.

(a) The exterior of the Building shall be maintained in a clean and orderly condition and be of a consistent and harmonious appearance.

(b) The entire exterior exposed surface of the foundation and the exterior of the Building shall remain a single color or shade, and the exterior color of the doors and shutters shall always match. The roof of the Building shall remain a single shade or color.

(c) Unit Owners shall keep their respective Units in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

7. Trash. Trash must be stored in containers within each Unit. The owners of the middle units shall store trash in containers within the storage areas between buildings.

8. No Offensive Activity. No noxious or offensive activity shall be carried on in any Unit, or in the Common Areas and Facilities (including but not limited to the Common Exclusive Areas), nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owner or occupants. No Unit Owner shall make or permit any disturbing noises by himself or herself, or by his or her family, servants, employees, agents, tenants, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of the other Unit Owner.

9. Equipment Compliance. All radio, television or other electrical equipment installed by Unit Owners or used in each Unit shall fully comply with all rules, regulations, requirements

or recommendations of the Board of Fire Underwriters, or similar board, and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.

10. Flammable Materials, etc. Unit Owners, their agents, servants, employees, licensees or visitors shall not, at any time, bring into or keep in the Units or any portion of the Common Areas and Facilities any combustible or explosive fluid, material, chemical or substance, except such lighting, cleaning or other fluids, materials, chemicals and substances as are customarily incident to residential use.

11. Barbeque Grills, etc. Barbeque grills are permitted in the rear patio and deck area only. There shall be no barbeque grilling in garages or in front of or on the side any Unit. Propane gas shall not be stored in the garage.

12. Yard Sales. Rummage sales and yard sales are not permitted in any part of the Condominium.

13. Bird Feeders. Bird Feeders, feeding trays and bird baths are permitted on decks, rock beds and patios only. The Unit Owners shall be solely responsible for pulling the resulting weeds and cleaning the bird droppings regularly.

14. Sale of Condominium. One real estate sign for the sale of a Unit is allowed in the window of the Unit for sale. No signs are permitted within the common areas.

15. Landscape, etc.. Tasteful flowers or plants may be planted or hung by the Unit Owner in the area surrounding said Unit without the approval of the Trustees. A Unit Owner may install brick or stone set in sand or stone dust within the rear patio or deck area appertaining to said Unit without the approval of the Trustees.

16. Real Estate Taxes. For so long as the Condominium is assessed as a single property rather than as separate Condominium Units, Unit Owners will be billed by the Trustees for their respective portions thereof (each Condominium Unit's common area percentage of the total tax bill), which bill shall enclose a copy of the tax bill issued by the Town of Bourne. Each Unit Owner will forward payment of his or her percentage interest in the total tax bill to the Trustees by check made payable to the Trust or the Town of Bourne or the Trustees no later than ten (10) days prior to the date on which payment may be made without incurring a penalty or interest thereon. Late payments by a Unit Owner must be made payable as directed by the Trustees, and will include interest and penalties as charged by the Town of Bourne for late payment, together with costs of collection incurred by the Trustees, including reasonable attorney's fees. If taxes are collected by holders of mortgages on Condominium Units, each Unit Owner shall be responsible for causing the mortgage holders to forward payment as required above.