

ZAIN RIDGE CONDOMINIUM TRUST

This Declaration of Trust, made this 29th day of June 2005 by Swan Ridge of Milford, LLC, of 95 East Main Street, Westboro, Worcester County, Massachusetts (hereinafter "Trustee").

ARTICLE I

Section 1.1 - Declaration of Trust and Purpose

The Trustees hereby declare that they hold all of the rights and power in and with respect to the Common Areas and Parts of the Condominium established by the Master Deed, as hereinafter defined which are by virtue of the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, conferred upon or exercisable by the organization of Unit Owners of said Condominium, and all other rights, interests, powers, duties and responsibilities granted to them as Trustees hereunder or under the Master Deed, in trust to exercise, manage, administer and dispose of the same and to receive the income therefrom for the benefit of the Unit Owners according to the schedule of undivided beneficial interest in Common Elements set forth in Section 3.1 hereof and in accordance with the provisions of said Chapter 183A, this Trust being the organization of the Unit Owners established pursuant to the provisions of Section 10 of said Chapter 183A for the purposes therein set forth.

Section 1.2 - Trust Relationship

It is hereby expressly declared that this Trust is not intended to be and shall not be deemed to be a general or limited partnership, joint venture, corporation, or joint stock company, and that the Unit Owners are beneficiaries and not partners or associates, and that they hold no other relationship to the Trust estate, with only the rights and liabilities as are conferred upon them hereby and consistent with the provisions of said Chapter 183A.

Section 1.3 - Bylaws

This Declaration of Trust as from time to time amended shall be and shall comprise the Bylaws of the Trust.

Section 1.4 - Name of Trust

The name of the Trust shall be the **ZAIN RIDGE CONDOMINIUM TRUST**, and the Trustees under that name shall carry on all business of the Condominium. All instruments to be executed shall also be executed in that name, and that name shall refer to the Trustees in their capacity as Trustees and not in their individual capacity.

Said name shall not be used in connection with the Unit Owners unless they shall also serve as Trustees.

ARTICLE II

DEFINITIONS

As used herein, the following terms shall have the following meanings unless the context otherwise requires.

Section 2.1 - "Appurtenant Interests" shall have the meaning set forth in Section 6.1 hereof.

Section 2.2 - "Beneficial Interests" shall have the meaning set forth in Section 1.1 hereof.

Section 2.3 - "Building" shall mean the building, which contains the Units.

Section 2.4 - "By Laws" shall mean the provisions of this Trust.

Section 2.5 - "Chapter 183A" shall mean the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts.

Section 2.6 - "Common Charges" shall mean all charges hereinafter made by this Trust to the Unit Owners.

Section 2.7 - "Common Elements" shall mean the common areas and parts of the Condominium as so described and designated in the Master Deed.

Section 2.8 - "Common Expenses" shall mean the expenses of administration, operation, maintenance, repair or replacement of Common Elements, expenses declared Common Expenses herein or by Chapter 183A, and betterment and other assessments referred to in Chapter 183A which are properly assessed to the Trustees.

Section 2.9 - "Common Funds" shall mean all funds held by the Trustees.

Section 2.10 - "Condominium" shall mean the Condominium submitted to the provisions of Chapter 183A by the Master Deed.

Section 2.11 - "Declaration of Trust" shall mean this Document as amended from time to time.

Section 2.12 - "Master Deed" shall mean the Master Deed dated the date hereof and recorded herewith, which subject the Condominium to the provisions of Chapter 183A.

Section 2.13 - "Property" shall mean the property subjected to the provision of Chapter 183A as defined in Exhibit A to the Master Deed.

Section 2.14 - "Rules and Regulations" shall mean any rules and regulations adopted for the operation of the Condominium.

Section 2.15 - "Trust" shall have the meaning set forth in Section 1.1 hereof.

Section 2.16 - "Trustees" shall be defined as in Article I of this Declaration of Trust.

Section 2.17 - "Unit" shall be defined as in Section 1.1 hereof.

Section 2.18 - "Beneficiaries" shall be defined as in Section 3.1 hereof.

Section 2.19 - "Unit Owner" shall be defined as in Section 1.1 hereof.

Section 2.20 - "Limited Common Area" or "Exclusive Use Area" shall be the area described as such in the Master Deed as the same may be amended from time to time, and / or designated as such on the Site Plan(s) or Unit Plan(s) filed and recorded herewith or with Amendments to the Master Deed.

Section 2.21 - "Common Open Space" shall be the area so designated as such on the Site Plan filed and recorded herewith.

Section 2.22 - "Developer" shall be the person or entity named in the Master Deed as the Declarant, its successors or assigns in the development of the Condominium.

ARTICLE III

Section 3.1 - Beneficiaries, Beneficial Interest

The Beneficiaries shall be the Unit Owners, and the exercise of Beneficial Interest inuring to such ownership shall be undertaken only by one person per unit, said one person to be designated by the Owners of the affected Unit by a writing to the Trustees, which notice shall be effective until canceled by subsequent writing.

Section 3.2 - Meetings

The annual meeting of the Unit Owners shall be held on the first Monday in June, unless otherwise specified by the Trustees. In the event that such first Monday be a holiday, the meeting shall be held on the following Monday not a holiday. The Trustees shall publish an agenda of anticipated business at least seven days prior to the annual meeting and shall deliver a copy of same to the Unit Owners. In the event that no annual meeting is held or in the event the majority of the Trustees so request it, a Special Meeting may be called upon reasonable notice to the Unit Owners, at which meeting any and all business may be conducted. Notice of all such meetings must be given to the Unit Owners at least seven days in advance of any such meeting, with notice of the time, place and date of said meeting provided therein.

Section 3.3 - Quorums

A quorum shall consist of fifty-one percent (51%) of the beneficial interests in person or by proxy. Fifty-one percent (51%) of said beneficial interests present and voting may vote to adjourn any lawful meeting and the meeting may be held as adjourned without further notice. At a meeting where a quorum is present, majority vote of the owners of beneficial interests in the Condominium shall decide the question. In the event of impasse, the parties may resolve their differences through the assistance of an arbitrator.

Section 3.4 - Written Consents to Action

Actions by the Unit Owners may be at any time taken in the absence of a meeting provided that all Unit Owners shall file written consent to such action, which written consents shall be deemed to be a vote following a valid meeting.

Section 3.5 - Proxies

Unit Owners entitled to vote may cast such vote either in person or by written proxy.

ARTICLE IV

Section 4.1 - Trustees

There shall be at all times, not less than three nor more than seven Trustees (except that the number of Trustees shall always be an odd number) (each of whom shall be a Unit owner) as determined from time to time by vote of the Unit Owners consistent with the provisions hereof, except that until the Developer hereunder no longer holds or controls title to any Unit or the

right to phase any additional Units into the Condominium, there shall be not less than one (1) Trustee nor more than three (3) Trustees (none of whom need be unit owners) all as appointed by the Developer in the exercise of its sole discretion. Thereafter, the Trustees shall be elected in accordance herewith.

Upon the election of each Trustee, he or she shall execute an Acknowledgment of Trusteeship to be recorded in the Worcester District Registry of Deeds.

Section 4.2 - Term of Office

The Trustees hereunder shall hold office until the next annual meeting of the Unit Owners and until their successors are designated and qualified or until a Trustee sooner dies, resigns, is removed or becomes disqualified.

Section 4.3 - Trust Officers

The Trustees shall at least once in each year, elect from their membership, a Chairman, Treasurer and a Clerk, as they deem prudent or advisable. Until the original Trustee has ceased to serve in such capacity, the original Trustee shall serve as the Chairman, Treasurer and Clerk as described herein.

Section 4.4 - Powers and Rights Reserved

The Trustees hereunder shall have all the powers, rights and obligations consistent with the purposes of this Declaration and the Master Deed and the provisions of said Chapter 183A, and shall have the absolute power to control and manage the Trust property as if they were the absolute owners of said property, consistent with what they believe to be the best interests of the Unit Owners, and they shall be responsible for the collection and disbursement of Common Expenses and funds therefor.

The Trustees shall have the power necessary for the administration of the affairs of the Condominium 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. The maintenance, repair and replacement of the Common Areas and Facilities (including water, sewer, electric and gas service located within the Common Areas) (sometimes hereinafter also call "Common Areas") and the Limited Common Areas except those for which a Unit Owner is responsible pursuant to the provisions of the Master Deed.

b. Assessing and collecting from the Owners their share of common expenses, including special assessments, and the determination and establishment of an annual budget for the Condominium.

c. Hiring, employment and termination of personnel necessary in the opinion of the Trustees for the proper operation and maintenance of the Common Areas or for the enforcement of the provisions of the Master Deed or By-Laws, including, but without limitation, a manager and managing agent. Any compensation for such personnel shall be a common expense item.

d. Establishment and maintenance of a bank account on behalf of the Trust and the designation of signatories thereof.

e. Obtaining insurance pursuant to the provisions of these By-Laws.

f. To grant permits, licenses and easements over the Common Areas for utilities, roads and other purposes reasonable necessary or useful for the proper maintenance or operation of the condominium, including but not limited to any documents required to fulfill the obligations under the Special Permit for the Property.

g. Any and all other acts which in the judgment of the Trustees are necessary and proper to accomplish any of the purposes of this Trust or which are incidental to the powers granted herein or in the Act, to manage and dispose of (exclusive of Common Areas) the Trust property as if the Trustees were the absolute owners thereof and to do any and all acts which in their judgment are in the best interest of the Unit owners of the Condominium.

Section 4.5 - Maintenance and Care of Property

a. All maintenance and care of the areas in which the Unit Owners have exclusive use shall be and is delegated by the Trustees to the respective owners. Such maintaining and care shall include structural repairs to individual units. The delegation of powers hereunder is revocable at the discretion of the Trustees in the event that any of the Unit Owners shall fail to undertake responsibility therefor in a reasonable fashion.

b. Consistent with the provisions of the Master Deed, each Unit Owner shall, at his own expense, maintain his Unit and its equipment and appurtenances (including window and door glass) in good order, condition and repair and in a clean and sanitary condition and shall do all redecorating, painting and varnishing and finishing which may, at any time, be necessary to maintain the good appearance and condition of his Unit. In addition to

redecorating and keeping the interior of the Unit in good repair, each Owner shall be responsible for the maintenance, repair or replacement of any bathroom fixtures, kitchen fixtures, plumbing fixtures, water heaters, heating equipment, air conditioning equipment, lighting fixtures, and other property which is not a Common Facility. Each Owner shall immediately notify a member of the Board of any damage to or malfunction of any pipe, wire or other utility installation that is a Common Facility within his Unit. Each Owner shall also, at his own expense, keep the Exclusive Use Area appurtenant to his Unit in a clean and sanitary condition. No Owner shall permit any repair or other work in his Unit or in the Exclusive Use Area or Limited Common Area appurtenant to his Unit by anyone unless such person or entity has furnished written evidence of reasonable adequate public liability and worker's compensation insurance in form and amount which are satisfactory to the Board, and unless such repair or other work is performed in compliance with all governmental laws, rules and regulations.

c. In addition to the requirements with respect to repair or other work set forth in the Master Deed and above, no owner shall, without first obtaining written consent of the Board: (i) make or permit to be made any structural alteration, improvement or addition in or to his Unit or in any other part of the Condominium; (ii) tamper with any bearing wall or take any other action or permit any action to be taken that will impair the structural soundness or integrity or safety of any building or other structure in the Condominium or any common Area therein.

d. Maintenance and care of the remaining Common Elements and Common Open Space shall be the responsibility of the Condominium Trust.

Section 4.6 - Trustees' Meetings

The Trustees shall meet at such times as may be necessary or appropriate, but in no event, less frequently than once per year on the date of the annual meeting of Unit Owners, on reasonable notice to the Trustees, in writing received no later than seven days prior to an annual meeting and no fewer than twenty-four hours prior to a special meeting.

Section 4.7 - Quorums

A Quorum shall consist of a majority of the Trustees. A majority of a quorum present and voting may adjourn any meeting and said meeting shall stand adjourned until resumed by the presence of a quorum. A majority of the quorum present and voting may vote to bind the Trustees except as otherwise provided in this Declaration or by law. Action of the Trustees may be taken without a meeting provided that written consents thereto are filed with the

Trustees, said written consents shall be deemed to be a vote following a meeting.

Section 4.8 - Resignation and Removal, Compensation

Any Trustee may resign at any time by delivery of his resignation in writing to the Trustees, which resignation shall be effective upon its receipt by the said Trustees. A Trustee (except for a Trustee appointed by the developer, who may be removed at any time by the Developer only) may be removed from office with or without cause by a majority vote of the Unit Owners holding an interest in the Condominium at the time of such removal in accordance with Article 3.3 hereof. A Trustee shall be automatically removed from office upon the recording of a deed at the Registry of Deeds transferring title to his unit to a new owner.

Trustees shall be reimbursed for their own reasonable expenses incurred in pursuance of the Trust business, but the Trustees hereunder shall in no event be entitled to compensation for their services unless such compensation be fixed by the said Trustees and ratified by a majority of the Unit Owners acting pursuant to Article 3.3 hereof at duly convened and conducted meetings of the said Trustees and Unit Owners called for that purpose.

Section 4.9 - Indemnification

The Trust shall, wherever permissible, indemnify each and every Trustee for his actions as Trustee, except where such actions are the result of bad faith or a reckless disregard of his duties.

ARTICLE V

Section 5.1 - Expenses and Charges, Payment

a. a. At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the Trustees shall estimate the common expenses expected to be incurred during the next fiscal year together with reasonable provisions for contingencies and reserves, and after taking into account any undistributed from surplus accumulations prior years, shall determine the assessment to be made for the next fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessment according to the Unit Owner's beneficial interest in the Common Areas and Facilities. In the event that the Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, the Trustees shall make a supplemental assessment or assessments and render statements therefor in the manner

aforesaid, and such statements shall be payable and take effect as aforesaid. The Trustees shall provide for payment of statements in monthly installments. The amount of each such statement shall be the personal liability of each Unit Owner (jointly and severally among the owners of each Unit). The Unit Owner's responsibility for the payment of common expenses, past, present or future, shall commence upon conveyance to such Unit Owner.

b. The Trustees shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas and the Limited Common Areas that the Trustees must maintain under the provisions hereof. The fund shall be maintained out of regular assessments for common expenses.

c. The Trustees shall establish a working capital fund for the initial months of the Condominium operation equal to at least two months estimated Common Area charge for each Unit. Each Unit Owner's share of the working capital fund must be collected and transferred to the Trustees at the time of the closing of the sale of each Unit and maintained in an account for the use and benefit of the Trust. The purpose of the fund is to ensure that the trust will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Amounts paid into the fund are not to be considered as advance payments of regular assessments.

Section 5.2 - Default, Lien on Unit

In the event of default by a Unit Owner in the payment of any of his obligation to the Trust or under the Master Deed, the Trustees shall be entitled to commence any and all legal proceedings available to them to facilitate the collection of same. If not paid when due, or upon the expiration of such grace period as the Trustees may designate, any amounts due shall carry such late charge in such amount or at such rate of interest as the Trustees shall determine, but not less than 12% per annum; and together with any such late amount or charge and attorney's fees for collection as hereinafter provided, shall constitute a lien on the Unit pursuant to the provisions of Section 6 of M.G.L.C. 183A. To the extent allowed by the act, the lien for any common expenses becoming payable after the date of recording of a first mortgage on the Unit, shall be subordinate to said first mortgage. To the extent permitted by the Act, and fee, late charge, fine or interest levied by the Trustees shall also be subordinate to a duly recorded first mortgage. Each Unit Owner, by acceptance of a Unit Deed, agrees to pay all costs, expenses and interest, including reasonable attorneys' fees, incurred by the Trustees in collection

of said assessments for common expenses and enforcement of said lien.

Section 5.3 - Statement of Indebtedness

The Trustees shall provide, upon request, a statement of current indebtedness to any Unit Owner at any time, within seven business days of such request, and the Trustees shall provide statement of operating expenses and current financial information in a similar fashion upon similar request.

Section 5.4 - Insurance

The Trustees shall obtain and maintain, to the extent obtainable, the following insurance:

(1) All risks coverage including fire insurance with extended coverage, vandalism and malicious mischief endorsements insuring the buildings containing the Units and any other insurable improvements forming a part of the Common Area (including without limitation all portions of the Units as are for insurance purposes normally deemed to constitute part of the building and customarily covered by such insurance, such as heating and air conditioning and other service machinery, interior walls, all finished wall surfaces, floor covering, bathroom and kitchen cabinets and heating and lighting fixtures. Excluded shall be improvement made by individual owners which exceed a total value of One Thousand (\$1000) Dollars and are not reported to the insurer. In case of loss, such policies shall be payable to the Trustees for the benefit of the owners, in the amount of the full replacement value of the buildings and improvements.

(2) Public liability insurance in such amounts as the Trustees may from time to time determine, but in no event shall the limits of liability be less than One Million (\$1,000,000) Dollars for bodily injury and property damage per occurrence, insuring each Trustee and the owners, and with coverage for liability for cross claims of any one insured thereunder against

(3) any other insured thereunder. Such insurance, however, shall not insure against the individual liability of an Owner for negligence occurring within his own Unit or within the Limited Common Area of which he has exclusive use.

(4) Worker's compensation insurance as may be required by law.

(5) Such other hazard insurance including, but not by way of limitation, earthquake and flood insurance and the like, as the Board may determine.

(6) A fidelity Bond for the Trustees, if required by the Trustees.

General Insurance Provisions:

(1) The Trustees shall deal with the insurer or insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under this Article and shall review with the insurer or insurance agent, at least yearly, the

(2) coverage under said policies. The review may include an appraisal of improvements within the Condominium, and shall make any necessary changes in the policy as required in order to meet the coverage requirements.

(3) The Trustees shall be required to make every effort to see that all policies of physical damage insurance provided for

(4) under this Article: (i) shall contain waivers of subrogation by the insurer as to claims against the condominium Trust, its employees and members of the family of any Owner who reside with said Owner, except in cases of arson and fraud; (ii) shall contain a waiver of defense of invalidity on account of the conduct of any of the Owners over which the Condominium Trust has "no control"; (iii) shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Owners or their mortgagees; and (v) shall exclude policies obtained by individual Owners for consideration under any "no other insurance" clause.

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

(6) Each Owner may obtain insurance for his own benefit and at his own expense insuring all personal property presently or hereafter located in his Unit or Limited Common Area and all improvements to his Unit which exceed a total value of One Thousand Dollars (\$1000) and which are not reported in writing to the Trustees. The Trustees may charge the unit owner for any increase in premiums resulting from improvements made by a unit owner.

(7) Each Owner, within twenty (20) days after the commencement of construction of such improvements, shall notify the Trustees of

all improvements to his Unit (except personal property) which exceed a total value of One Thousand Dollars (\$1000) and, upon receipt of such notice, the Trustees shall notify the insurer under any policy obtained hereunder, of any such improvements.

(8) To the extent permitted by the Act and notwithstanding other provisions herein contained, any restoration or repair to the Common Areas or any Unit after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the provisions of the Master Deed and the Unit Deed, and the original plans and specifications, unless other action is approved by eligible holders holding mortgage(s) on the affected Unit(s).

Section 5.5 - Maintenance and Repairs

All maintenance, repair and replacement performed upon any Unit other than to the Common Elements shall be done by the Unit Owner and paid for by the said Unit Owner. Maintenance, repair and replacement of the Common Elements shall be done by the Trustees and shall be charged to the Unit Owners as Common Expenses pursuant to the provisions of this Declaration.

Section 5.6 - Units, Restrictions On Use

The Units may only be occupied and used in a manner consistent with the Rules and Regulations and the provisions of the Master Deed, this Declaration and the Unit Deeds and all applicable permits, approvals, laws and bylaws, including the Zoning Bylaw of the Town of Milford.

Section 5.7 - Condemnation

In the event that portions of the Condominium are taken by eminent domain, and said portions in the aggregate represent more than ten percent (10%) of the value of said Condominium, the taking shall be deemed a "casualty loss" and the provisions of Section 17 of Chapter 183A shall apply, and the Trustees shall be responsible for the liquidation or restoration of the affected property. In the event that any such taking affects the value of the Condominium by less than ten percent (10%), the Trustees may realign and reapportion the equitable beneficial interests of each Unit Owner, if such realignment and reapportionment is necessary or proper in their opinion.

ARTICLE VI

Section 6.1 - Sales of Units

No Unit shall be sold at any time without including in the instrument of conveyance, the prior Unit Owner's interest in the Common Elements and assets of the Trust, and no severance of such ownership thereof shall be occasioned. No Unit may be sold until and unless all assessments and charges due the Trust from the Unit Owners have first been paid. Nothing herein shall be deemed to prevent the taking of a mortgage on any portion of the Condominium at any time, provided that said mortgage be given without severance of such ownership and provided further that such mortgage be expressly made subordinate to and contingent upon the provisions of the Master Deed, this Declaration and the Unit Deed.

Nothing herein shall be construed to prevent the foreclosure of any mortgage properly recorded and executed, and nothing shall be construed as to impair the rights of any such mortgagee following such foreclosure to deal with the property affected by such foreclosure.

ARTICLE VII

Section 7.1 - Third Parties

No purchaser, mortgagee, lender or other third party shall be required to go beyond the records of the Trustees as they shall appear at the time in the said Registry of Deeds. The existence of such records in the said Registry shall be conclusive evidence of the Trustees' power to deal effectively with the Trust property, and any third person relying thereon shall be entitled to such reliance, and the Trustees shall stand behind all such records. The Trustees shall not, however, be personally liable for any indebtedness or legal liability of the Trust, and they shall be held safe and indemnified from such liability except in cases of their willful malfeasance or negligence.

Section 7.2 - Instruments of Trustees

All instruments executed by the Trustees shall be and are hereby made, expressly subject to the terms and conditions of the Master Deed, this Declaration, the Unit Deed, the provisions of Chapter 183A and other applicable law and bylaws. Every such instrument given or executed by the Trustees shall be presumed to have been given or executed in a manner consistent with such terms and conditions, and shall be deemed to have been given or executed subject to same, whether the said terms and conditions be specifically referenced or not in said instrument.

Section 7.3 - Recording

This Declaration and any and all amendments thereto shall be recorded in the said Registry of Deeds and such record shall be deemed to be conclusive evidence of the contents and effectiveness hereof, and all persons acting in good faith and reliance and the Trustees shall stand behind the condition of the said record.

Section 7.4 - Acceptance of Terms

The acceptance of a Deed or conveyance or the act of occupancy shall constitute an agreement that the Condominium Documents are accepted, ratified and will be observed.

Section 7.5 - Records

The Trustee shall keep accurate records of their actions as well as accurate and timely financial records of the Trust property and accounts. The same shall be furnished to any Unit Owner at any time upon reasonable request. Each Unit Owner shall be entitled to examine copies of the Condominium Documents at any time upon reasonable request as well.

Section 7.6 - Fiscal Year

The fiscal year of the Trust shall be the calendar year unless otherwise specified by the Trustees.

Section 7.7 - Invalidity

The invalidity of any part of this Declaration shall not impair or affect the validity or enforceability of the balance of this Declaration.

Section 7.8 - Captions and Gender

Captions are inserted herein only as a matter of convenience and the same do not define, limit or describe the scope of this Declaration. The use of the masculine gender herein shall be deemed to include the feminine, the use of the singular shall be deemed to include the plural and vice versa wherever the context requires.

Section 7.9 - Waiver

Nothing contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 7.10 - Rules and Regulations

The Trustees shall promulgate Rules and Regulations governing the use of the Condominium property, provided however that any such Rules and Regulations shall not be promulgated which would adversely affect the interests of any Unit Owner or mortgagee without the consent of such Unit Owner or mortgagee. Copies of the Rules and Regulations shall be furnished to each Unit Owner and mortgagee upon the date when the same become effective.

ARTICLE VIII

Section 8.1 - Amendments

Two-thirds of the Trustees voting at a duly convened meeting may, in their discretion, amend, alter, change or otherwise add to this Declaration, provided that the original Trustee (or any Trustee appointed by the Developer) hereunder shall no longer serve in that capacity, and provided further that no such amendment shall alter or modify the percentage of beneficial interest of any Unit Owner hereunder and provided further that any such amendments to not render the Trust inconsistent with or contrary to the provisions of Chapter 183A. No such amendment shall be of force and effect unless and until it has been recorded in the said Registry of Deeds.

Section 8.2 - Conflicts

This Declaration is set forth in compliance with Chapter 183A. In the event that any provision of said Chapter 183A, or with any provisions of the Master Deed, the provisions of said Chapter 183A or of the Master Deed, as the case may be, shall control.

Section 8.3 - Duration and Validity of Trust

This Declaration and the Trust created hereby shall continue in force and effect for so long as the Property shall remain subject to the provisions of Chapter 183A. Removal from the provisions of said Chapter 183A shall be only occasioned in accordance with the provisions of said Chapter 183A, Section 19, and following the vote of one hundred percent (100%) of the Unit Owners so to do, provided further, that the holders of all first mortgages on the Units give their written consent to such removal. Upon such removal and termination, the Trustees may sell or convey the Trust property or any part thereof, and thereupon, pay all known indebtedness and liabilities therefrom. The powers of sale and all other powers of the Trustees upon such removal and termination shall continue in effect for so long as any portion of the Trust property remains in their hands or ownership, even though all times herein or elsewhere fixed for distributions of Trust property may have passed.

ARTICLE IX

Federal Home Loan Mortgage Corporation and Federal National Mortgage Association Provisions.

The following provisions are added for the purpose of qualifying mortgage of unit in the Condominium for sale to either the Federal National Mortgage Association or to the Federal Home Loan Mortgage Corporation. Some of the provisions set forth in this Article IX repeat provisions previously set forth herein for the purpose of facilitating review of the provisions required by either the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation. If there is any conflict between a provision set forth herein and another provision in this Trust or the Master Deed, then the provision set forth in this Article IX shall control. If there shall be a conflict in the application of the various provisions set forth in this Article IX to any situation, the most restrictive provision shall apply.

Section 9.1 - Federal National Mortgage Association Provisions:

Section 9.1.1 - Condominium Documents: The Trustees shall make available to Unit Owners and to holder, insurers or guarantors of any first mortgage of a Unit, current copies of the Master Deed, the Declaration of Trust, By-Laws and other Rules and Regulations concerning the Condominium and the books, records and financial statement of the Trust. "Available" shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Section 9.1.2 - Financial Statement: Unless the Federal National Mortgage Association will waive their requirement, any holder, insurer or guarantor of a first mortgage of a unit shall be entitled, upon written request, to an audited financial statement for the immediately preceding fiscal year, free of charge. Any financial statement so requested shall be furnished within reasonable time following such request.

Section 9.1.3 - Notices to First Mortgagees: The holder, insurer or guarantor of a first mortgage on any Unit is entitled to timely written notice of:

(a) any condemnation or casualty loss that affects either a material portion of the Condominium or any Unit on which it holds the mortgage;

(b) any sixty (60) day delinquency in the payment of assessments or charges owed by the owner of any Unit on which it holds the mortgage;

(c) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees;

(d) and any proposed action that required the consent of a specified percentage of "eligible mortgage holders" as defined in the subparagraph.

In order to obtain this information, any such mortgage holder, insurer or guarantor should send a written request to the Trustees stating both its name and address and the Unit number or address of the Unit on which it holds the mortgage. A mortgage holder who requests the information described in Section 9.1.3 (d) is sometimes referred to herein as an "eligible mortgage holder".

Section 9.1.4 - Amendment to the Documents

The approval of eligible mortgage holders representing at least fifty-one percent (51%) of the votes of the units that are subject to mortgages held by eligible mortgage holders shall be required for any amendment of the material nature to the Master Deed, Trust document, By-Laws or the Rules and Regulations of the Condominium. A change with respect to any of the following matters shall be considered material, namely:

(a) voting rights;

(b) assessments, assessment liens or subordination of liens;

(c) reserve for maintenance, repair and replacement of common areas;

(d) responsibility for maintenance and repairs;

(e) reallocation of interests in the general or limited common areas, or rights to their use;

(f) boundaries of any Unit;

(g) convertibility of Units into common areas or vice versa;

(h) except with respect to the addition of the proposed phases to the Condominium in accordance with the provisions of the Master Deed, the expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;

(i) insurance or fidelity bonds;

(j) leasing of Units;

(k) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;

(l) a decision by the Trustees or the Unit Owners to establish self-management when professional management has been required previously by an eligible mortgage holder;

(m) restoration or repair of the Condominium (after hazard damage or partial condemnation) in a manner other than that specified in the Trust Document, the Master Deed, the By-Laws, the Rules and Regulations or Chapter 183A;

(n) any action to terminate the legal status of the condominium after substantial destruction or condemnation occurs; or

(o) any provisions that expressly benefit holders, insurers or guarantors of first mortgages.

The approval of eligible mortgage holders representing at least fifty-one percent (51%) of the votes of the Units that are subject to mortgages held by eligible mortgage holder shall be required for termination of the legal status of the Condominium for any reason other than substantial destruction or condemnation of the property which constitutes the Condominium.

If an amendment is not considered to be a material change, the approval of any eligible mortgage holder shall be assumed if the eligible mortgage holder fails to submit a response to any written proposal for an amendment within thirty (30) days after the proposal is made.

Section 9.1.5 - Service Contracts

Any agreement for professional management of the condominium or any other contract providing for services by any person or equity must provide for (i) termination on ninety (90) days written notice by either party without payment of a termination fee; and (ii) a maximum contract term of three (3) years, provided, however, if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation shall at any time require a provision for any such contract which conflicts with these provisions, this subparagraph shall be deemed to be amended to comply with the requirements of the Federal National Mortgage Association and/or the Federal Home Loan Mortgage Corporation.

Section 9.1.6 - Rights of the Trustees

The Trustees and those authorized by the Trustees have the right of access described in Section 6 of the Master Deed and the further right to grant permits, licenses and easements over the Common

Areas for utilities, roads and other purposes necessary for the proper operation of the Condominium.

Section 9.1.7 - Rights of Action

The Trustees and/or any Unit Owner or Owners shall have the right to commence any and all appropriate legal action against any Unit Owners or Owners who fail to comply with a Unit Owner's obligations set forth in or arising under the Master Deed, this Trust, the By-Laws and the Rules and Regulations and any Unit Owner or Owners shall have the right to commence any and all appropriate legal action against the Trustees if the Trustees fail to comply with any of their obligations set forth in or arising under the Master Deed, this Trust, the By-Laws and the Rules and Regulations.

Section 9.1.8 - Leases

All lease or rental agreements of any kind for any Unit shall be (i) in writing; (ii) specifically subject to the provisions of the Master Deed, this Trust, the By-Laws and the Rules and Regulations of the Condominium and (iii) for an initial term of not less than six (6) months.

Section 9.1.9 - Assessment of Common Expenses

Common Expenses shall be assessed to the Unit Owners, according to their respective percentages of the undivided interest in the Common Areas and facilities, commencing upon the conveyance of the first unit. Developer shall pay its assessment of common expenses commencing 180 days after the recording of the Amendment to the Master Deed creating each respective Phase if the Unit has not sold to a third party by that time.

Section 9.2 - Federal Home Loan Mortgage Corporation Provisions

Section 9.2.1 - Exceptions for First Mortgagees

(a) Right of First Refusal: If the Unit Owner shall, at any time, adopt a right of first refusal with respect to the sale or leasing of Units, such right of first refusal shall not impair the rights of a first mortgagee to (i) foreclose to take title to a Unit pursuant to remedies provided in its mortgage; or (ii) accept a deed in lieu of foreclosure; or (iii) sell or lease a Unit acquired by such first mortgagee pursuant to the terms of its first mortgage.

(b) Common Charges: Any first mortgagee who obtains title to the mortgaged Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Units' unpaid common charges which accrue prior to the acquisition of title to the unit by the first mortgagee.

Section 9.2.2 - Consent of Mortgagees

Except as provided by statute, in case of condemnation or substantial loss to the Units and/or the Common Elements of the Condominium, unless at least two thirds of the first mortgagees (based upon one vote for each first mortgage owned) or Unit Owners (other than the Developer of the Condominium) have given their prior written approval, neither the Trustees nor the Unit Owners shall:

(a) by act or omission, seek to abandon or terminate the Condominium;

(b) change the pro-rata interest or obligations of any individual unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; of (ii) determining the pro-rata share of ownership of each Unit in the Common Elements;

(c) partition or subdivide any Unit;

(d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (Neither the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Trustees shall be deemed to be matters requiring consent under this Section 9.2.2(d));

(e) use hazard insurance proceeds for losses to any Condominium property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Condominium property.

The foregoing provisions of Section 9.2.2(b) and Section 9.2.2(d) shall be deemed waived to the extent necessary to allow the phasing of the Condominium in accordance with the provisions of the Master Deed.

Section 9.2.3 - Notice of Default

A first mortgagee of a Unit shall, upon written request, be entitled to written notification from the Trustees of any default in the performance by the mortgagor of such Unit of any obligation under the Master Deed, Trust, By-Laws and/or Rules and Regulations of the Condominium which is not cured within sixty (60) days.

Section 9.2.4 - Professional Management or Service Contracts Section 9.1.5 of this Article IX.

Section 9.2.5.- Distributions to Unit Owners

In no event, now or at any future time, shall any provisions of the Master Deed, Trust, By-Laws or Rules or Regulations of the Condominium give a Unit Owner or any other party priority over any rights of a first mortgagee of any Unit pursuant to its mortgage in the case of distribution to such Unit Owner of insurance proceedings or condemnation awards for losses to or takings of Units and/or Common Elements.

Section 9.3 - Construction of Trust, Master Deed, By-Laws and Rules and Regulations

The Developer and the Trustees intend that the Master Deed, the Trust, the By-Laws and the Rules and Regulations shall, both now and in the future, comply with the requirements, as the same may be amended, of the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation with respect to Condominium mortgage loans to be purchased by either entity and; except to the extent that any such requirements shall conflict with Chapter 183A, the Master Deed, the Trust, the By-Laws and Rules and Regulations shall be construed so as to comply with such requirements, as if they were set forth herein, and to the extent that any provisions thereof shall conflict with any such requirement, it shall be deemed void and of no effect.

ARTICLE X

Section 10 - Resolution of Dispute

In the event of a dispute (a) between the Owners of the Units or (b) between a Unit Owner(s) and the Trustees as to any matter involving this Trust, the Master Deed and the Condominium generally, either of the disputing parties at his option may:

Refer the matter to binding arbitration by sending written notice requesting arbitration to the other party, 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 shall, by written notice to the requesting party, 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 be appointed, to agree upon a settlement of the dispute, they shall then appoint an impartial third arbitrator within a twenty (20) day period. If they shall be unable to agree upon a third arbitrator then either party may apply to the Superior Court of Worcester County for the appointment of the third

arbitrator. The third arbitrator shall within fourteen (14) calendar days after his appointment render his decision in the dispute. The decision of the arbitrators whether it be by agreement of the first two 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 shall pay for the fees and other costs of the arbitrator appointed by him or for him (should he fail to duly make the appointment), and the fees and costs of the impartial arbitrator shall be a common expense of the Condominium.

ARTICLE XI

Section 11.1 - Purposes

The Common Open Space as defined in Section 2.21 shall be permanently maintained and preserved in accordance with the provisions of the Master Deed, this Trust, and the Grant of Conservation Restriction as to the Common Open Space recorded herewith and other applicable documents as the same may be amended from time to time.

Section 11.2 - Access

The Common Open Space shall be readily accessible to the Owners and occupants of the Units within the Condominium as consistent with the Condominium Documents and as the Trustee shall so decide from time to time.

Section 11.3 - Enforceability

The requirements as to preservation and maintenance of the Common Open Space shall be enforceable severally by the Town of Milford acting through its Conservation Commission and any owner of a Unit within the Condominium.

Section 11.4 - Use

The Common Open Space shall be used for conservation, agriculture, recreation or parkland provided that no building or other structure shall be erected other than those devoted to recreational uses such as golf courses, tennis courts, community centers, swimming pools, and structures necessary for the storage of recreational, agricultural or grounds keeping equipment directly related to open space, agricultural or recreational uses, all the same uses and building erection as shall be more specifically defined in the Grant of Conservation Restriction recorded herewith.

IN WITNESS WHEREOF, the undersigned, being the original Trustee, has signed these presents as such Trustees as of the date first set forth above, and hereby accepts appointment as Trustee, and agrees to be bound by and act in accordance with the foregoing provisions of the Trust, and any duly enacted amendments thereto.

Zain Ridge Condominium Trust

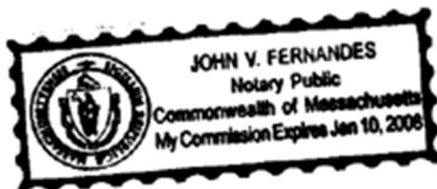
By: Swan Ridge at Milford, LLC, Trustee

By: Mujeebuddin Ahmed
Mujeebuddin Ahmed,
Manager

By: Mirajuddin Ahmed
Mirajuddin Ahmed,
Manager

COMMONWEALTH OF MASSACHUSETTS
WORCESTER, SS

On this 29th day of June, 2005, before me, John V. Fernandes, the undersigned Notary Public, personally appeared Mirajuddin Ahmed and Mujeebuddin Ahmed, as Managers aforesaid, acknowledged the foregoing instrument to be the free act and deed of the limited liability corporation in its capacity as Trustee as aforesaid, before me and proved to me through satisfactory evidence of identity, which was driver's licenses to be the persons whose names are signed on the preceding document and acknowledged to me that they signed it voluntarily for its stated purpose.



John V. Fernandes
John V. Fernandes
Notary Public
My Commission Expires:
January 10, 2008

ZAIN RIDGE CONDOMINIUM TRUST

Schedule A
February, 2023

Rules and Regulations

1. No use shall be made of the Common Elements except as permitted by the Master Deed or this Declaration of Trust.

2. No commercial vehicles shall be parked on condominium property except within a garage and except further that this provision shall not apply to workmen engaged by a Unit Owner or the Board of Trustees. Commercial vehicles are defined as any vehicle having a commercial registration plate or which has lettering or graphics advertising a business or occupation on the vehicle itself. No damaged or unregistered vehicles, trailers, or recreational vehicles ("RV's") shall be parked on the premises. No Unit Owner shall park, whether in his/her driveway or elsewhere on condominium property any snowmobile, jet ski, motorboat, sailboat or any other type of watercraft except that this limitation shall not apply to such vehicles kept exclusively within a unit owner's garage except during times of transit. No repairing of automobiles shall take place on the Condominium property, nor shall driveways be used for any purpose other than to park motor vehicles and bicycles, without the prior written consent of the Board of Trustees. Notwithstanding the foregoing, in cases of emergency, commercial vehicles may be parked on the Condominium property. No Unit Owner shall park more than four (4) motor vehicles within the Condominium property without the prior written consent of the Board of Trustees.

3. Unit Owners shall be responsible for assuring that any pet is not a nuisance. No pet shall be permitted on the Common Elements unrestrained. Unit Owners shall not be forbidden to "walk" their pets on the Common Elements but they shall "clean up" after them and dispose of animal waste in an appropriate manner from the Common Elements as well as the Unit Owner's Exclusive Use areas. The Trustees shall have the power to order a Unit Owner to remove the pet from a unit if the pet is a nuisance or the Unit Owner refuses to adhere to these rules.

4. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board of Trustees.

5. Nothing shall be done or kept in the Common Elements that increase the rate of insurance of the Condominium, or contents thereof, applicable for residential use. No Unit Owner shall permit anything to be done or kept in the Common Elements which will result in the cancellation of or cost increases to insurance

on the Condominium, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

6. Unit Owners shall not cause or permit anything to be placed on the outside walls or doors of the Condominium, and no sign, awning, canopy, shutter, or radio or television antenna (except as permitted by the Master Deed) shall be affixed to or placed upon the exterior walls or doors, roofs, or any part thereof, exposed on or in any window, unless approved, in writing, by the Trustees.

7. Unit Owners will not be allowed to put their names on any building or Common Element except in the proper places in or near the mailboxes provided for the use of the Unit occupied by the Unit Owners respectively.

8. No offensive activity shall be carried on in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by such Unit Owner or by such Unit Owner's family, servants, employees, agents, visitors, lessees, and licensees, nor do or permit by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. Unit Owners shall not install any type of lighting that shines or reflects within the Common Areas or other Unit Properties that would create a nuisance or disturbance.

9. Nothing shall be done in, on or to the Common Elements which will impair the structural integrity of the buildings or which would structurally change the buildings.

10. No clothes, clotheslines, sheets, blankets, laundry, or any kind of other articles shall be hung out of a Unit or exposed on any part of the Common Elements. The Common Elements shall not be obstructed and shall be kept free and clear of all rubbish, debris, and other unsightly materials. No clotheslines shall be placed on any decks or patios and clothing, carpets and other such materials shall not be hung over deck rails.

11. All trash and recyclables shall be placed in barrels, and all barrels shall be kept within the Unit until the evening prior to collection. All trash and recycle barrels placed for collection shall be lidded. Following collection, trash and recycle barrels shall be returned to the Unit no later than evening of the same day. Trash and recycle barrels shall not be placed outside of any Unit. Garbage and refuse from the Units shall be disposed of only at such times and in such manner as the Board of Trustees may direct. Unit Owners and/or Renters are

responsible for the clean-up of any trash or recyclable materials that may have been displaced from their original containers and ends up on Common Areas, roadways or trails.

12. Except in areas designated by the Board of Trustees, there shall be no parking of motor vehicles on any part of the Common Elements, except that roads, parking areas and driveways may be used for their normal and intended purposes. No on street parking is allowed except for short periods of time unless otherwise permitted by the Town of Milford and the Trustees. Bicycles, tricycles, playing equipment, lounging chairs, baby carriages, playpens, wagons, toys, benches or chairs, patio or lawn furniture, and grills shall not be stored outside of a unit nor left outside of a unit overnight except in the Exclusive Use Area assigned to a unit.

13. "For Sale", "For Rent", "For Lease" signs or other window displays or advertising shall not be maintained or permitted in any part of the Condominium Association grounds. The right is reserved by the Declarant or its agents, to place "For Sale", "For Rent", or "For Lease" signs on any unsold or unoccupied Units or on any part of the Common Elements of the buildings.

14. Nothing shall be altered or constructed in or removed from the Common Elements. No dog houses, cages, pens, dog runs and the like shall be placed in any common area. No playground equipment, or fencing shall be placed in any common area. No Unit Owner shall create any vegetable or flower garden in any common area without the express permission of the Trustees. A Unit Owner may attach a basketball hoop to the garage portion of that Unit Owner's building, however no such device shall be attached to a freestanding pole within the condominium on the Common Area of the condominium and no other form of sporting device shall be maintained in any Common Area except that the foregoing shall not be deemed to preclude the use of temporary collapsible devices that are removed from the common elements each day and stored within a Unit and provided further that the use of any such device does not create a disturbance or nuisance to any Unit Owner.

15. The Common Elements shall not be decorated or furnished by any Unit Owner in any manner without the prior written consent of the Trustees. Holiday decorations shall be permitted on porches, decks, and within the front yard area of a Unit Owner's Exclusive Use Area no earlier than three weeks prior to Holidays and no later than two weeks after the Holiday with the permission of the Trustees.

16. The agents of the Board or the managing agent, and any contractor or workman authorized by the Board of Trustees or the managing agent, may enter any room or Unit in the buildings at

any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such Unit and for the purpose of performing work.

17. Nothing shall be hung from the windows or placed upon the windowsills. The foregoing shall not, however, interfere with the right of Unit Owners to select draperies and curtains for their Units. Rugs or mops shall not be shaken or hung from or on any of the windows or doors.

18. If any key or keys are entrusted by a Unit Owner or occupant or by any member of such Unit Owner's family, or by such Unit Owner's agent, servant, employee, licensee, lessee or visitor, to an employee of the Board of Trustees, whether for such Unit or an automobile, truck, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board of Trustees shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

19. The use of the Common Elements, by Unit Owners, as well as the safety and maintenance of all personal property of the Unit Owners kept in such areas and in the Units themselves, shall be the responsibility and at the sole risk of the respective Unit Owners, and neither the Trustees nor their respective agents, servants, employees, successors or assigns, shall bear any responsibility therefor.

20. Each Unit Owner assumes responsibility for such Unit Owner's own safety and that of such Unit Owner's family, guests, agents, servants, employees, licensees and lessees.

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

22. No flagpoles shall be placed in the Common Elements or on the building except as expressly allowed by the Trustees.

23. Solar Panel installation must be submitted to the Board for approval. A copy of the contract and design plan must be submitted to the Board for approval before any contracts are signed. Solar panels must be mounted on the roof only, and panels must be flush mounted, not on raised brackets. Any permits required by the Town of Milford must be obtained, and a copy of the permits must be provided to the Board for our records.

24. These Rules and Regulations may be amended from time to time as provided in the Trust.