

EXHIBIT A

To
THE HOWE SHOE FACTORY CONDOMINIUM
DECLARATION OF TRUST

RULES AND REGULATIONS

Introduction

The degree to which Residents respect each other's right ultimately shape the quality of life at Howe Shoe Factory Condominium. Condominium by-laws, rules, regulations and restrictions are necessary to preserve your right to the quiet enjoyment of your community. These Rules, Regulations and Procedures will clarify the policy and procedures in place at Howe Shoe Factory Condominium. In this regard, it is incumbent upon the Trustee to invoke all measures necessary to enforce such rules and regulations. The cooperation of all Residents is requested.

Organizational Structure

The organizational structure of the complex revolves around a Board of Trustees initially selected by the Declarant and then by the Unit Owners. Unit Owners have empowered the Trustees with the responsibility of managing the maintenance and administrative activities.

Meetings

The Board of Trustees meet periodically to review condominium business. Should you wish to address the Board on a particular issue you may request to be placed on the agenda by contacting the Trustees.

1. No Improper Use of Obstruction of Common Areas and Facilities or Common Elements

Unit Owners shall not place or cause to be placed in or on the Common Areas and Facilities or the Common Elements any furniture, packages or objects of any kind. The stairways and elevators shall be used for no purposes other than for normal transit through them. No one shall unreasonably obstruct any part of the Common Areas and Facilities or the Common Elements, or hallways, without prior consent of the Trustees.

2. No Articles in Common Areas and Facilities, Common Elements

No clothes, sheets, blankets, laundry or other articles of personal property or any other items which are unacceptable to the Trustees at their sole discretion shall be hung out of a Unit, or exposed on any part of the Common Areas and Facilities or Common Elements. Except for appropriate blinds and curtains, no Unit Owner shall hang, install or maintain any decoration, sign or other items within or near any window of a Unit if such decoration, sign or other items within or near any window of a Unit if such decoration, sign or other item is clearly visible from the outside of the Unit. The sides of all blinds, curtains or other window treatments which are visible from the outside of a Unit must be an appropriate shade of white such that it is uniform in color with all other blinds, curtains or other window treatments visible from the outside of any Unit of the Condominium.

3. Toys; Baby Carriages

Except for storage in a Storage License, or in other areas designated by the Trustees, no baby carriages, toys, playpens, bicycles, benches, chairs or other articles shall be placed on any part of the Common Areas and Facilities or the Common Elements except when such articles are in actual use by a Unit Owner or his family or guests.

4. No Liability for Personal Property of Unit Owners

All personal property of Unit Owners, or any guest, invitee occupant of a Unit, whether in the Units, or in the Common Areas and Facilities or Common Elements, or elsewhere on the Condominium Property, shall be kept therein at the sole risk and responsibility of the respective Unit Owner or guest, invitee or occupant, and the Trustees shall have no responsibility therefore.

5. No Offensive Activity

No noxious or offensive activity shall be carried on in the Common Areas and Facilities or the Common Elements, nor shall anything be done therein either willfully or negligently which may be or become a nuisance to the other Unit Owners or occupants. No Unit Owners shall do or permit anything to be done in the Common Areas and Facilities or Common Elements by his family, servants, employees, agents, tenants, roommates, guests, visitors, or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No portion of the Common Elements that is not reserved to the exclusive use of a Unit Owner shall be decorated or finished by any Residential Unit Owner (except for the Apartment Unit Owner) in any manner.

6. Trash

All garbage and trash must be placed in the proper receptacles designed for refuse collection, in designated trash rooms, and no garbage or trash shall be placed elsewhere upon any of the Common Areas and Facilities and the Common Elements.

7. Exterior Apparatus

Under no circumstances shall any air conditioning apparatus, television or radio antennas, clothes line, planters, clothes rack or any other such item or device be installed on the exterior of any Unit or terrace, or on the Common Areas and Facilities or the Common Elements, or be permitted to be hung out of a Unit, except for with respect to Commercial Unit, as permitted in the Master Deed.

8. Damage

Any damage to any of the Building's equipment or Common Elements caused by a Unit Owner, or such Unit Owner's family, servants, employees, agents, tenants, roommates, guests, visitors, or pets shall be repaired at the expense of the Unit Owner.

9. Doors

Residential Unit doors opening into public halls, lobbies, corridors and Building entry doors shall be kept locked and secured at all times except when actually in use. Door mats, shoes and umbrellas are not permitted in the public halls in front of the Residential Unit doors.

10. Complaints

Complaints regarding the management of the Condominium or maintenance of the Common Areas and Facilities and Common Elements, or regarding actions of other Unit Owners or occupants, shall be made in writing to the Trustees. No Unit Owner shall attempt to direct, supervise, or in any manner attempt to control or request favors of any employee of the Condominium Trust.

11. No Smoking

There shall be no smoking in the Common Areas and Facilities or the Common Elements, including the front of the Building and on terraces. Unless prohibited by law, smoking is permitted in the Units.

12. Access Limited with respect to Roofs

No access to any portion of the roofs as permitted in the Master Deed shall be permitted.

13. Violation of Law

No noxious or unlawful activity shall be carried on in any Unit or in the Common Elements nor shall anything be done therein, either willfully or negligently, which may be or become unreasonably annoying to the other Unit Owners or occupants.

14. Interior Drapes, Window Coverings

All draperies, as well as any other window treatments and hanging material, must be fire resistant and in compliance with standards set by the New England Fire Insurance Rating Board, and may not be closer than one (1") to heating units. All draperies, window treatments and window coverings in every Residential Unit (including all apartments within the Apartment Unit) visible from the exterior of the Condominium shall be lined with an off-white material or shall be off-white on the facing side, visible from the exterior, such that when closed or drawn the appearance of the window or door from the exterior of the Building shall be white.

15. Tax Abatements

Unit Owners may not file for real estate tax abatements. Only the Trustees may file for real estate abatements.

16. Noise

There shall be no noise after 10:00 p.m. coming from any Unit which noise is audible outside of said Unit. There shall be no noise after 10:00 p.m. coming from the Common Elements which noise is audible within any Unit. There shall be no congregation or loitering within the Common Elements at any time. No portion of the exterior Common Elements shall be used, or permitted to be used, in any manner which will detract from the character, reputation or dignity of the Condominium, or permit unreasonable noise or odor to emanate therefrom. No live or recorded music is to be performed or broadcast in, to or from the exterior Common Elements. No portion of the exterior Common Elements shall be used for any commercial purpose after 10:00 PM. In the event the Board determines that any use of the exterior Common Elements constitutes an unreasonable nuisance due to odors, noise or any other annoyance emanating therefrom, and such are not cured by the applicable Unit Owner within forty-eight (48) hours following written notice from the Board, the Board shall have the right to indefinitely suspend such Unit Owner's rights to use the exterior Common Elements until such Unit Owner has demonstrated to the Board, to its reasonable satisfaction, that such nuisance has been eliminated to the extent commercially reasonable.

17. Parties

Condominium Unit Owners shall not under any circumstances whatsoever, permit parties that cause annoyance to occupants of the Building. Trustees shall have the right to limit the number of individuals permitted to attend parties held within Residential Units if they determine necessary. Habitual parties after 10:00 p.m. are prohibited. Offensive odors or noise from parties is prohibited. There shall be no loitering in the Common Areas and Facilities or the Common Elements. There shall be no gathering in the Common Areas and Facilities or the Common Elements whether incident to a party or otherwise.

18. Move-In, Move-Out

Anyone moving in and out of the Building must schedule the move in advance with the owner of the Unit and the Trustees. The move must be done between 9:00 AM and 4:30 PM and only by appointment. Unit Owners shall be responsible for all move-in, move-out fees if any.

19. Commercial Unit Noise

The owner of the Commercial Unit shall limit the noise from employees and invitees outside the Commercial Unit, respectively.

20. Auctions

Auctions shall not be permitted to be held in the Condominium (including in any Unit or Common Elements) except for if held by the Declarant.

21. Water Beds/Hot Tubs

No water beds or hot tubs shall be permitted in any Unit without the prior written permission of the Trustees, which permission may be withheld in the sole discretion of the Trustees. No water beds, hot tubs, planters or furniture exceeding standard loads shall be permitted in any other Common Areas or Facilities or Common Elements.

22. Parking Restrictions

Except with the written consent of the Trustees, no unregistered, uninsured or inoperable vehicles shall be on the property. All vehicles shall be parked in spaces and areas designated by the Board of Trustees. All vehicles that park in violation of this rule will be subject to towing and storage at the vehicle owner's expense. Due to insurance and fire restrictions the parking areas cannot be used to store vehicles. The ability of the Trust or of Owners to tow vehicles is subject to certain requirements of the state law in conjunction with the Town of Marlborough Chief of Police.

Each Unit will have one deeded (or assigned) parking space and one "permitted" parking space. With the exception of Unit 102 which has two deeded parking spaces and no permitted spaces. The Office Unit, 101 has five deeded parking spaces and no permitted spaces. There will be a total of 23 deeded spaces and 16 "permitted" spaces for these buildings.

"Permitted" spaces are defined as follows:

A permitted space can be used with a permit issued by the Condominium association and will not be assigned, but will be used on a first come basis. The permit must be displayed on the windshield to avoid being towed.

Furthermore, four permitted spaces will be marked as “Guest Parking”. The following rules apply to “Guest Parking”:

If a guest has a permit (given by a unit owner whom the guest is visiting), then any “permitted” space can be used including guest parking. The permit must be displayed in the windshield to avoid being towed. If a guest is parked in “Guest Parking” without a permit, then building and unit number of unit being visited must be displayed on the windshield. If no permit or building/unit number is displayed on the windshield, the vehicle may be towed.

If no available parking spaces are left and a guest or unit owner holding a permit has no space to park, then guests with no permit must yield their parking space to any permit holder. The permit holder will know which unit the guest is visiting by reading the information on the windshield and will notify the unit owner that the car has to be parked elsewhere.

23. Common areas

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

24. Snow Removal

The Board of Trustees contracts each year with a snow removal company to plow, shovel and sand the site. During a snow storm the contractor is required to keep the main lanes open. Once snow has stopped, they will begin the cleanup of parking spaces. Residents and Unit Owners should keep an eye out the morning after a storm for the plow. Once the plow arrives on site, all vehicles must be moved to allow for spaces to be cleared. If vehicles are not moved, the Board cannot be held responsible for the snow mounds that will build up on each side or the rear of the parking area.

25. The Condominium, its Common Areas and Facilities, and its Units shall only be used as permitted under law, the Master Deed, the Declaration of Trust, and the Rules and Regulations.

26. Assessments, Due Dates And Late Fees

Association assessments are due on the first (1st) of each month and delinquent if not paid by the seventh (7th). Assessments not paid by the seventh (7th) shall be delinquent and shall be assessed a late charge of \$50.00 and interest from the date due at the rate of 18% per annum on the outstanding balance. Assessments delinquent sixty (60) days or more may be turned over to an attorney or collection agency for collection and the mortgagee of the unit as well as credit bureau may be notified for their delinquency. All

expenses incurred by the Association to collect delinquent dues and fees shall be paid by the Unit Owner.

27. Fee Summary

The following is a summary of fees and fines adopted by the Association to ensure proper administration of the Condominium.

Fees:	Monthly Assessment Late Fee	\$50.00
	Returned Check Fee	\$25.00
	Resale/Refinance Certificate Fee	\$100.00
	Replacement of each lost key, FOB or parking permit	\$15.00
	Move In Fee	\$200.00
	Unit Sale Package Fee	\$300.00
Fines:	2nd Notice of Violation	\$50.00
	3rd Notice of Violation	\$100.00