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382 Massachusetts Avenue

Arlington, MA 02474 SUNSHINE CONDOMINIUM TRUST

228201

DECLARATION OF TRUST AND BY-LAWS

THIS DECLARATION OF TRUST made this 30th day of October, 2002 by Roy A. Gabriele and Michael Revelli, both of Worcester County, Massachusetts (the "Trustee" or "Trustees", which term and any pronoun referring thereto shall be deemed to include their successors in Trust hereunder and to mean the Trustee or the Trustees for the time being hereunder, whichever the context so permits).

ARTICLE I - NAME OF TRUST

The Trust hereby created shall be known as the SUNSHINE CONDOMINIUM TRUST (the "Trust"), and under that name, so far as legal, convenient and practicable, all business shall be carried on by the Trustees and all instruments shall be executed by the Trustees. Said name shall refer to the Trustees in their capacity as Trustees, and not individually or personally, and shall not refer to the officers, agents or employees of the Trust or to the Owners of Units of the Sunshine Condominium.

ARTICLE II - THE TRUST AND ITS PURPOSE

SECTION 2.1 - UNIT OWNERS' ORGANIZATION

All of the rights and powers in and with respect to the Common Areas and Facilities of the SUNSHINE CONDOMINIUM (the "Condominium") established by a Master Deed of even date and recorded herewith, which are by virtue of the provisions of Chapter 183A of the Massachusetts General Laws ("Chapter 183A") conferred upon or exercisable by the organization of the Unit Owners of the Condominium, and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder (the "Trust Property") shall vest in the Trustees of this Trust to exercise, manage, administer and dispose of the same, and to receive the income thereof (a) for the benefit of the owners (hereinafter called the "Unit Owners") from time to time of the Units (hereinafter called the "Units") of the Condominium, according to the schedule of undivided beneficial interests (hereinafter called the "Beneficial Interests") in the Common Areas and Facilities as set forth in the Master Deed of the Condominium, and (b) in accordance with the provisions of Chapter 183A of the General Laws, this Trust being the organization of the Unit Owners established pursuant to the

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provisions of Section 10 of Chapter 183A for the purposes therein set forth.

SECTION 2.2 - NON-PARTNERSHIP STATUS

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 nor in any other relation whatsoever between themselves with respect to the Trust property, and hold no relation to the Trustees other than of beneficiaries hereunder and under and pursuant to the provisions of said Chapter 183A of the General Laws.

ARTICLE III - THE TRUSTEES

SECTION 3.1 - NUMBER AND VACANCY

There shall be a Board of Trustees (the "Board" or "Board of Trustees") hereunder consisting of two (2) members. The Unit Owners of each of the two (2) Units shall be entitled to designate one Trustee to represent such Unit. At the time of their designation, the Unit being represented by each Trustee shall be identified. If and whenever the number of such Trustees shall become less than two (2) a vacancy or vacancies shall be filled by instrument in writing setting forth (a) the designation of a natural person to act as such Trustee and identifying the Unit being represented, signed by the Unit Owners for whom the Trustee is intending to represent; and, (b) the acceptance of such appointment, signed and acknowledged by the person so appointed. Such appointment shall become effective upon the recording in the Worcester District Registry of Deeds (the "Registry" or "Registry of Deeds") of such designation, together with such acceptance, 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 Trustees without the necessity of any act of transfer or conveyance. Unless a Trustee is appointed as provided herein, the Trustee for any Unit shall be deemed to be the Unit Owner whose name first appears on such Unit Owner's deed to his Unit. In the event a Trustee is so designated, no certificate of appointment and/or certificate of acceptance shall be required to confirm such designation.

Upon the sale or other transfer of record of any Condominium Unit, the Trustee representing such Unit shall be deemed to have resigned and a vacancy shall be deemed to exist.

The new Owner of record shall be designated as Trustee or shall appoint a Trustee pursuant to the provisions of this Article.

If, for any reason, any 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 or Trustee and notice to all Unit Owners and Trustees and to such other parties in interest, if any, to whom the court may direct that notice to be given. Notwithstanding any provision of this Section to the contrary, despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining Trustees shall continue to exercise and discharge all of the powers, discretions, and duties hereby conferred or imposed upon the Trustees.

The initial Board of Trustees hereunder has been selected by the Declarant who created the Condominium under the Master Deed. No Trustee appointed by the Declarant need be a Unit Owner and any vacancy in the office of a Trustee appointed by the Declarant shall be filled by the Declarant. Upon the Declarant owning less than two Units in the Condominium, one of the original Trustees or his or her successor then in office shall tender his or her resignation and his or her office shall be deemed vacant so as to permit such vacancy to be filled as herein above provided.

SECTION 3.2 - TRUSTEE ACTION

In any matters relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred, the Trustees must act by unanimous vote at any duly called meeting at which all Trustees of record are present. Notwithstanding the above language, any instrument signed by all of those Trustees appearing from the records of the Registry to be such, shall be conclusive evidence in favor of every person relying thereon that the execution and delivery of that instrument were duly authorized by such Board of Trustees.

SECTION 3.3 - RESIGNATION; REMOVAL

Any Trustee may resign at any time by an instrument in writing delivered to the remaining Trustees, signed and acknowledged in the manner required in Massachusetts for the acknowledgement of deeds, and such resignation shall take effect upon the recording of such instrument with said Registry of

Deeds. Any Trustee may be removed with or without cause by vote of the Unit Owners, or their successors in interest, who appointed that Trustee. Such removal shall become effective upon the recording with the said Registry of Deeds of a certificate of removal signed by the Owners of the Unit which that Trustee was appointed to represent. The vacancy resulting from such removal shall be filled in the manner provided in Section 3.1 of this Article.

SECTION 3.4 - BOND OR SURETY

No Trustee named or appointed as hereinbefore provided, whether as original Trustee or as successor to or as substitute for another, shall be obliged to give any bond or surety or other security for the performance of any of his or her duties hereunder.

SECTION 3.5 - COMPENSATION OF TRUSTEES

No Trustee shall be entitled to compensation for services rendered in his or her capacity as Trustee but shall be reimbursed for all out-of-pocket expenses incurred for the benefit of the Trust Property, which expenses shall constitute common expenses of the Condominium.

SECTION 3.6 - NO PERSONAL LIABILITY

No Trustee herein named or appointed as herein provided shall under any circumstances or in any event be held liable or accountable out of his or her personal assets by reason of any action taken, suffered, or omitted in good faith, or be so liable or accountable by reason of honest errors of judgement or mistakes of fact or law or by reason of the existence of any personal or adverse interest or by reason of anything except his or her own personal and willful malfeasance and defaults.

SECTION 3.7 - TRUSTEES MAY DEAL WITH CONDOMINIUM

No Trustee 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 Trustees' 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 or of the fiduciary relationship hereby established, provided the Trustee shall act in good faith and shall disclose the nature of this interest before the dealing, contract or arrangement is entered into.

SECTION 3.8 - INDEMNITY OF TRUSTEES

The Trustees and each of them shall be entitled to indemnity both out of the Trust Property and by the Unit Owners against any liability incurred by them or any of them in the execution hereof, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines, except with respect to any matter as to which he or she shall have been adjudicated in any proceeding to have acted in bad faith or with willful misconduct or reckless disregard to his or her duties or not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Trust. Each Unit Owner shall be personally liable for all sums lawfully assessed for his or her share of the common expenses of the Condominium and for his or her proportionate share of any claims involving the Trust Property in excess thereof, all as provided in Section 6 and 13 of Chapter 183A of the General Laws. Nothing in this Section shall be deemed, however, to limit in any respect the powers granted to the Trustees in this Declaration of Trust.

SECTION 3.9 - EXECUTION OF INSTRUMENTS - DELEGATION OF RIGHT

The Trustees may provide by unanimous vote that one or more of their number may execute any instrument on behalf of the Trust without the necessity of having the other Trustees join in such execution.

ARTICLE IV

BENEFICIARIES AND THE BENEFICIAL INTEREST IN THE TRUST

SECTION 4.1 - BENEFICIAL INTEREST

The beneficiaries of this Trust shall be the Unit Owners of the Condominium. The Beneficial Interest in the Trust hereunder shall be divided among the Unit Owners in the percentages of

undivided Beneficial Interests appertaining to the Units as set forth in the Master Deed of the Condominium.

SECTION 4.2 - EACH UNIT TO VOTE BY ONE PERSON

The Beneficial Interest of each Unit of the Condominium 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 Unit 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 such notice of designation, the Trustees may designate any one such Owner 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, and shall be applicable to the property of the Condominium and to the use and occupancy thereof. The term "Trust Property" as used herein shall include the land, the buildings and all other improvements thereon, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Chapter 183A by the Master Deed.

SECTION 5.1 - POWERS OF THE TRUSTEES

The Trustees shall, subject to and in accordance with all applicable provisions of said Chapter 183A of the General Laws, the Master Deed, this Declaration of Trust and these By-Laws, have the absolute control, management and disposition of the Trust Property, including the Common Areas and Facilities of the Condominium, as if they were the absolute owners thereof and shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things in connection therewith. Without limiting the generality of the foregoing, the Trustees' powers and duties shall include, with full power and uncontrolled discretion, subject only to the limitations and conditions herein and in the

provisions of Chapter 183A, at any time and from time to time without the necessity of applying to any court or to the Unit Owners for leave to do so, the following functions:

- (a) Operation, care, upkeep, management, leasing and maintenance of the Common Areas and Facilities of the Condominium or any part thereof;
- (b) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by them as a result of enforcement of the lien for Common Expenses under Chapter 183A, or otherwise;
- (c) Conducting litigation on behalf of the Unit Owners and being subject to suit as to any cause of action involving the Common Areas and Facilities or arising out of the enforcement of these By-Laws, any and all Rules and Regulations of the Trustees or restrictions in the Master Deed or Unit Deeds;
- (d) Determination and budgeting of the common expenses required for the affairs of the Condominium and Trust, including, without limitation, the operation and maintenance of the Trust Property;
- (e) Collection of the common charges (which for the purposes of these By-Laws shall mean such portion of the common expenses as are payable by the respective Unit Owners) from Unit Owners;
- (f) Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Areas and Facilities;
- (g) Opening and utilizing bank accounts on behalf of the Trust and designating the signatories required therefor;
- (h) Obtaining insurance pursuant to the provisions of these By-Laws;
- (i) Making of repairs, additions and improvements to or alterations of the Trust Property; and repairs to and restoration of the Trust 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;

- (j) Incurring obligations and paying, compromising or adjusting all obligations incurred and rights acquired in the administration of the Trust;
- (k) Adoption and amendment of Rules and Regulations covering the details of the operation and use of the Common Areas and Facilities, the administration of the Condominium as contemplated by the Master Deed and the Trust, and in interpretation thereof;
- (l) 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 fixing their pay and compensation; provided, however, no Trustee shall be held personally liable for the act or default of any such person;
- (m) Granting of permits, licenses, leases and easements over the Common Areas and Facilities for utilities, roads and all other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium and/or for all other purposes as the Trustees may determine;
- (n) Enforcing obligations of the Unit Owners, including the levying and enforcing the collection of general and special assessments for common expenses and the providing of adequate remedies for failure to pay such assessments, allocating income and expenses, levying reasonable fines and attorneys fees against the Unit Owners for violations by the Unit Owners or persons for whom a Unit Owner is responsible of the Master Deed, Declaration of Trust, By-Laws and Rules and Regulations, and in the case of persistent violation of the said condominium documents requiring such Unit Owner to post a bond to secure adherence thereto. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were common expenses owed by the particular Unit Owner or Unit Owners;
- (o) Investing and reinvesting the Trust Property, or any part or parts thereof and from time to time and as often as they shall see fit to change investments,

including power to invest in all types of securities and other property, of whatsoever nature and however denominated, all to such extent as to them shall seem proper, and without liability for loss, even though such property or such investments shall be of a character or in an amount not customarily considered proper for the investment of trust funds, or which does or may not produce income;

- (p) Providing for payment by the Trust of real estate taxes becoming due and payable after the date of recording of the Master Deed which are assessed upon all of the land and/or improvements included within the Condominium, instead of upon individual Units and their proportionate interests in the Common Areas and Facilities, and levying an equitable assessment of said tax payments among the individual Unit Owners;
- (q) Incurring such liabilities, obligations and expenses, and to pay from the principal or the income of the Trust Property in their hands all such sums, as they shall deem necessary or proper for the furtherance of the purposes of the Trust;
- (r) Determining as to all sums of money and other things of value received by them, whether and to what extent the same shall be deemed to be and shall be accounted for as principal or as income, and as to all charges of expenses paid by them, whether and to what extent the same shall be charged against principal or income, including, without hereby limiting the generality of the foregoing, power to apportion any receipt or expenses between principal and income;
- (s) Altering the layout, location, nature and use of any of the Common Areas and Facilities, making installations therein, and moving and removing the same, subject however, to a Unit Owner's rights to use any appurtenances to his or her Unit as specified in the Master Deed;
- (t) Selling, leasing and exchanging Trust Property or any interest therein for such consideration and upon such terms, as they deem advisable;
- (u) Purchasing and otherwise acquiring any real or personal property;

- (v) Borrowing money and mortgaging or pledging all or any part of the Trust Property and issuing bonds, notes or other evidence of indebtedness; and
- (w) Generally, in all matters not herein otherwise specified, controlling, managing and disposing of the Trust Property as if the Trustees were the absolute owners thereof and doing any and all acts, including the execution of any instruments, which by their performance thereof shall be shown to be in their judgement for the best interest of the Unit Owners.

SECTION 5.2 - MAINTENANCE AND REPAIR OF UNITS

The Unit Owners shall be individually responsible for the proper maintenance, replacement and repair of their respective Units as defined in the Master Deed, including, without limitation, interior finished walls, ceilings and floors; windows and interior window trim; doors, door frames and interior door trim; heating and air-conditioning systems affecting their Unit; electrical fixtures and outlets; and all wires, pipes, drains and conduits for water, sewerage, electrical power and light, telephone, and any other utility services which serve such Unit solely. If the Trustees shall at any time in their reasonable judgement determine that any Unit is in such need of maintenance or repair that the market value of one or more other Units is being adversely affected or that the condition of a Unit or any fixtures, furnishings, facility or equipment therein is hazardous to any Unit or the occupants thereof, the Trustees may in writing request the Unit Owner to perform the needed maintenance, repair or replacement, or to correct the hazardous condition, and in case such work shall not have been commenced within fifteen (15) days (or such reasonable shorter period in case of emergency as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of such Unit Owner and to enter upon and have access to such Unit for that purpose. The reasonable cost of such work shall constitute a lien upon such Unit and the Unit Owner thereof shall be personally liable therefor. Each Unit Owner shall be responsible for all damages to any and all other Units damaged due to the maintenance, replacement and repair obligations stated herein.

SECTION 5.3 - MAINTENANCE, REPAIR AND REPLACEMENT OF COMMON AREAS AND FACILITIES AND ASSESSMENT OF COMMON EXPENSES THEREOF

The Trustees shall be responsible for the proper maintenance, repair and replacement of the Common Areas and Facilities of the Condominium, and any two Trustees or any others who may be so designated by the Trustees, may approve payment of vouchers for such work. The expenses of such maintenance, repair and replacement shall be assessed to the Unit Owners as common expenses of the Condominium, excepting 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.

Each Unit Owner shall be responsible for the maintenance and repair of the exclusive use rear deck, yard areas and any garage appurtenant to his or her Unit.

SECTION 5.4 - COMMON EXPENSES, PROFITS AND FUNDS; ESTIMATES OF COMMON EXPENSES AND ASSESSMENTS

- A. COMMON EXPENSES, PROFITS AND FUNDS: 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 in the Trust. The Trustees may, to such extent as they deem advisable, set aside common funds of the Condominium as reserve or contingent funds, and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or for repair, rebuilding, or restoration of the Trust Property or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.
- B. DETERMINATION OF COMMON EXPENSES AND ASSESSMENTS: 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 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 respective Beneficial Interests in the Common Areas and Facilities, and such statements shall, unless otherwise

provided therein, be due and payable within thirty (30) days after the same are rendered. 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 last prior assessment. 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 may in their discretion provide for payments of statements in monthly or other installments.

During such time that real estate taxes (including betterment assessments) are assessed against the real property described in the Master Deed as one (or more) tax parcels, but not as Condominium Units, the Trustees may collect and expend, in the same manner as common expenses, all amounts necessary to pay such real estate taxes for the common benefit. Each Unit shall be assessed for such real estate taxes in proportion to its Beneficial Interest in the Common Areas and Facilities of the Condominium. The Trustees may collect the funds for such real estate taxes in lump sums or installments, using such procedure, including installment payments in advance, as they in their sole discretion shall determine, and they may charge any penalties for late payment imposed by the municipal authorities of the Units responsible therefor, in addition to any other penalties or charges attributable thereto.

All obligations and charges to a Unit Owner and such Unit Owner's Unit shall for the purposes hereof be deemed a common expense attributable to such Unit and payment thereof shall be enforceable as herein provided.

- C. PAYMENT AND COLLECTION OF COMMON EXPENSES: The Trustees shall, so far as reasonably possible, provide for payments of the annual assessment of common expenses in advance in monthly, substantially equal, installments, which shall be due upon the first day of each month. The amount of each such statement, together with interest on that amount at the rate of one and one-half percent (1 ½%) per month, plus late charges and reasonable attorneys fees, if that amount is not paid when due, shall constitute a lien on the Unit

of the Unit Owners assessed, all pursuant to the provisions of Chapter 183A, Section 6.

The Trustees shall take prompt action to collect any common expenses due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof. The Trustees shall have the right and duty to institute all proceedings deemed necessary or desirable by them to recover such unpaid common expenses. The Trustees shall have the right to accelerate the annual assessment of Unit Owners.

- D. **DEFAULT IN PAYMENT OF COMMON EXPENSES:** In the event of default by any Unit Owner in paying to the Trustees the common expenses attributable to his or her Unit, such Unit Owner shall be obligated to pay all expenses, including attorneys fees, incurred by the Trustees in any proceeding brought to collect such unpaid common expenses, irrespective of the amount so unpaid. The Trustees shall have the right and duty to attempt to recover such unpaid common expenses, irrespective of the amount so unpaid, together with interest thereon, and the expenses of the proceeding, including attorney's fees, in any action to recover the same brought against such Unit Owner.
- E. **APPLICATION OF COMMON FUNDS:** The Trustees shall expend common funds only for common expenses and lawful purposes permitted by this Trust and by provisions of said Chapter 183A of the General Laws.

SECTION 5.5 - REBUILDING AND RESTORATION, IMPROVEMENTS

- A. **DETERMINATION OF SCOPE OF LOSS:** In the event of any casualty loss to the Trust Property, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten (10%) percent of the value of the Condominium immediately prior to the casualty, and shall notify all Unit Owners of such determination. If such loss as so determined does not exceed ten (10%) percent of such value, the Trustees shall proceed with the necessary repairs, rebuilding or restoration in the manner provided in paragraph (a) of Section 17 of Chapter 183A. If such loss as so determined exceeds ten (10%) percent of such value, the Trustees shall forthwith submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) among the Unit Owners authorizing the Trustees to proceed with the necessary repair, rebuilding

or restoration, and (b) a copy of the provisions of said Section 17 of Chapter 183A; and the Trustees shall thereafter proceed in accordance with, and take such further action as they may in their discretion deem advisable in order to implement the provisions of paragraph (b) of said Section 17. If more than ten (10%) percent in value of the Condominium is taken under the power of eminent domain, the taking shall be treated as a "casualty loss", and the provisions of said Section 17 of Chapter 183A, and this Section of the By-Laws shall apply. Where one or more Units have been substantially altered or rendered uninhabitable as a result of a partial taking, and the Unit Owners vote to restore and continue the Condominium pursuant to said Section 17 of Chapter 183A, the Trustees shall have the authority to acquire the remaining portions of such Unit or Units for such price as the Trustees shall determine, provided that any Unit Owner of such remaining portion who does not agree with such determination may submit to arbitration, pursuant to and subject to the provisions of Article IX hereof, for a determination of the fair market value thereof. Where as a result of a partial taking, any Unit is decreased in size or where the number of Units is decreased by a partial taking, then the Trustees may make such provision for realignment of the Beneficial Interest in the Common Areas and Facilities as shall be just and equitable and as agreed upon by all Unit Owners and shall record an amendment to the Master Deed reflecting the new Beneficial Interests, whereupon such newly specified Beneficial Interests shall become appurtenant to the Units stipulated and shall for all purposes and all respects replace the prior appurtenant Beneficial Interests. In the event of any taking under the power of eminent domain, the Unit Owners shall be represented by the Condominium acting through the Trustees, and the Trustees shall have the power to apply for, prosecute, settle and otherwise pursue, obtain and collect any damage awards payable as a result of such taking. In the event of a partial taking, the award shall be allocated to the respective Unit Owners or their mortgagees, as their respective interests may appear, in accordance with their respective Beneficial Interest in the Common Areas and Facilities, except as to such portion or portions of the award which are attributable to direct or consequential damages suffered by particular Units, which shall be payable to the Owners of such Units or their mortgagees, as their respective interests may appear. In the case of a total taking of all Units and the Common Areas and

Facilities, the entire award shall be payable to the Trustees to be distributed to the Unit Owners or their mortgagees, as their respective interests may appear, in accordance with their respective Beneficial Interests in the Common Areas and Facilities.

- B. SUBMISSION TO UNIT OWNERS OF PROPOSED IMPROVEMENTS: If and whenever the Trustees shall propose to make improvements to the Common Areas and Facilities of the Condominium, or in the event the Trustees are requested in writing by the Unit Owners holding twenty-five (25%) percent or more of the Beneficial Interest in this Trust to make any such improvements, the Trustees shall submit to all Unit Owners (a) a form agreement specifying the improvements to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same, and (b) a copy of the provisions of Section 18 of Chapter 183A. Upon (a) the receipt by the Trustees of such agreement signed by the Unit Owners holding seventy-five (75%) percent or more of the Beneficial Interest or (b) the expiration of ninety (90) days after such agreement was first submitted to the Unit Owners, whichever of said (a) or (b) shall first occur, the Trustees shall notify all Unit Owners of the aggregate percentage of Beneficial Interest held by Unit Owners who have then signed such an agreement. If such percentage exceeds seventy-five (75%) percent, the Trustees shall proceed to make the improvements specified in such agreement and, in accordance with said Section 18 of Chapter 183A, shall assess the cost of the improvements among all the Unit Owners in proportion to their Beneficial Interests in the Condominium. The agreement so circulated may also provide for separate agreement by the Unit Owners that if more than fifty (50%) percent, but less than seventy-five (75%) percent of the Beneficial Interest so consent, the Trustees shall proceed to make such improvement or improvements and shall charge the same to the Unit Owners so consenting.

SECTION 5.6 - IMPROVEMENTS TO UNITS

- A. PERMISSION OF TRUSTEES: The Unit Owners may make any addition, alteration or improvement in or to their Unit without the prior consent thereto of the Trustees. All additions, alterations or improvements to any Unit shall be performed in compliance with all applicable laws, regulations and codes and when required thereby, by licensed contractors and shall be completed in a good and

workmanlike manner. Each Unit Owner and his or her contractors shall cooperate with the Trustees and other Unit Owners so as not to unduly inconvenience or unreasonably disturb the occupants of the Condominium. Notwithstanding the provisions of Section 5.5, the cost, in excess of available insurance proceeds, of repairing or restoring any damage to the Common Areas and Facilities or to any Unit which is caused by any work being performed by or for a Unit Owner shall be charged solely to such Unit Owner.

- B. BUILDING PERMIT: Any application to any department of the municipality or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Trustees without, however, incurring any liability on the part of the Trustees or any of them to any contractor, subcontractor or materialman or any other person on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.
- C. NOTIFICATION TO TRUSTEES OF VALUE: If a Unit Owner makes any addition, alteration or improvement, the Unit Owner shall promptly notify the Trustees of the insurable value of said improvement. Such notice shall state in reasonable detail the nature of the improvements and the value thereof. Each Unit Owner shall, upon request by the Trustees, also submit to the Trustees such further information relating to said improvements as the Trustees shall reasonably require.

SECTION 5.7 - UNIT OWNERS

For the purposes of these By-Laws and this Trust, whenever it is herein stated that the approval, agreement, consent or request of a certain percent of the Unit Owners is required, it shall mean the owners of that percentage in the aggregate in interest of the Beneficial Interest hereunder as set forth in Chapter 183A, Section 1.

SECTION 5.8 - RULES, REGULATIONS, RESTRICTION AND REQUIREMENTS

The use of the Condominium and each Unit shall be restricted to and shall be in accordance with the provisions of the Master Deed, this Trust (including the By-Laws and Rules and Regulations of the Trustees), and all applicable laws, zoning

ordinances, rules, regulations and requirements of all governmental bodies having jurisdiction over the Condominium or the use and occupancy thereof. The Trustees may eliminate any violation of any such provisions and the cost and expense of eliminating the same shall constitute a common expense; except, however, that if a violation is caused in whole or in part by any Unit Owner, his or her family, servants, employees, agents, visitors, lessees, or licensees, the cost and expense of eliminating such violation, or such portion of such cost and expense as the Trustees may determine, shall be charged to the Unit Owner's common expenses which shall be payable by the Unit Owner of such Unit upon demand and until the same is paid by such Unit Owner, shall constitute a lien against such Unit pursuant to the provisions of this Section and Section 6 of Chapter 183A.

The Trustees shall have the right (which right shall not be delegated) at any time and from time to time to adopt, amend and rescind reasonable administrative rules and regulations governing the operation, appearance and use of the Common Areas and Facilities including, without limitation, Common Areas and Facilities the exclusive use of which is for one or more Units ("Rules and Regulations"); provided however, that any such Rules and Regulations shall not be promulgated and/or amended which will materially adversely affect the holder of any first mortgage on which the Trustees have received notice without the written consent of such holder. All Rules and Regulations adopted hereunder shall be deemed to be additional By-Laws and are incorporated herein by reference. A vote of a majority of Unit Owners at an annual or special meeting may overrule and declare void any Rules and Regulations and any amendments or changes thereto shall be furnished by the Trustees to each Unit Owner.

The Rules and Regulations, Master Deed, Declaration of Trust and By-Laws, as from time to time amended, shall be enforced by the Trustees. The Trustees may eliminate any violations of any such documents and the cost and expense of eliminating same shall be chargeable to the Unit Owner who himself or his family, servants, employees, agents, visitors, lessees, licensees, or pets are responsible for such violation, and shall constitute a portion of such Unit's common expenses which shall be payable by the Unit Owner of such Unit upon demand, and until the same is paid shall constitute a lien against such Unit pursuant to the provisions of this Section and Section 6 of said Chapter 183A. The Trustees may also levy reasonable fines against such Unit Owner for such violations and

such fines shall constitute a portion of such Unit Owner's common expenses which shall be payable by the Unit Owner of such Unit upon demand and until same is paid by such Unit Owner shall constitute a lien against such Unit pursuant to the provisions of this Section and Section 6 of Chapter 183A.

SECTION 5.9 - MANAGER

The Trustees may hire or appoint a Manager to administer the Condominium who shall perform such duties in the administration, management and operation of the Condominium, including the incurring of expenses, the making of disbursements and the keeping of accounts as the Trustees shall from time to time determine. However, notwithstanding the appointment of such a Manager, the Trustees shall retain ultimate control over the administration, management and operation of the Condominium. The Trustees or the Manager may appoint, employ and remove such additional agents, attorneys, accountants or employees as the Trustees or Manager may from time to time determine.

SECTION 5.10 - INSURANCE

The Trustees shall obtain and maintain, to the extent available, master policies of insurance of the following kinds, naming as insureds the Trust, the Trustees, and all of the Unit Owners and their mortgagees as their interests may appear:

- (a) Casualty and physical damage insurance on the buildings and all other insurable improvements forming part of the Condominium including all of the exterior and the interior of the Units whether or not they are included within the description of the "Units", but not including the furniture, furnishings, and other personal property of the Unit Owners therein, together with the service machinery, apparatus, equipment and installations located in the Condominium, in an amount not less than one-hundred (100%) percent of the full replacement value thereof, as determined by the Trustees, not less frequently than on an annual basis, loss or damage by fire or other hazards covered by the standard extended coverage endorsement, which may include coverage for the payment of common expenses with respect to damaged Units during the period of reconstruction, and such other hazards and risks as the Trustees from time to time in their discretion shall determine to be appropriate, including but not limited to vandalism, malicious mischief, windstorm and water damage, boiler and machinery explosion or damage, and plate glass

damage. All policies of casualty or physical damage insurance insofar as practicable shall provide: (1) that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds including each Unit mortgagee and (2) that the coverage thereof shall not be terminated for non-payment of premiums without thirty (30) days notice to all thereof. Certificates of insurance shall be delivered by the Trustees to all Unit Owners and their mortgagees upon request, at least ten (10) days prior to the expiration of the then current policies.

- (b) Comprehensive public liability insurance in such amounts and forms as shall be determined by the Trustees, covering the Trust, and all of the Unit Owners, with limits of not less than \$1,000,000.00 for claims for bodily injury or property damage arising out of any single occurrence, with cross liability endorsement to cover liability of any insured to other insureds.
- (c) Workman's compensation and employer's liability insurance covering any employees of the Trust.
- (d) Such other insurance as the Trustees shall determine as appropriate.
- (e) Such master policies shall provide that all casualty loss proceeds thereunder shall be paid to the Trustees as insurance trustees under these By-Laws. The sole duty of the Trustees as insurance trustees shall be to hold, use, and disburse any amounts so paid for the purposes stated in this Section and Section 5.5 hereof. If repair or restoration of the damaged portions of the Condominium is to be made, all insurance loss proceeds shall be held in shares for the Trust and the Unit Owners of 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, respectively, with each share to be dispersed to defray the respective costs of repair or restoration of the damaged Common Areas and Facilities and damaged Units, and with any excess of any such share or proceeds above such costs of repair to be paid to the Trust or Unit Owner as the case may be. If, pursuant to Section 5.5, restoration or repair is not to be made, all insurance proceeds shall be held as common funds of the Trust and applied for the benefit of Unit Owners in proportion to their Beneficial Interests as listed in the

Master Deed, if the Condominium is totally destroyed, and, in the event of a partial destruction, to those Unit Owners who have suffered damage in proportion to the damage suffered by them. Such application for the benefit of Unit Owners shall include payment directly to Unit Owner's mortgagee if the mortgage with respect to such Unit so requires. Such master policies shall contain: 1) waivers of subrogation as to any claims against the Unit Owners and their respective employees, agents and guests; 2) waivers of any defense based on the conduct of any insured; and 3) provision that recovery thereunder shall not be affected on account of the availability of proceeds under any policies purchased by individual Unit Owners as hereinafter permitted. All insurance may include a deductible provision in an amount as the Trustees in their discretion may determine.

- (f) Each Unit Owner may obtain additional insurance at his or her own expense, provided that all such insurance shall contain provisions similar to those required to be contained in the Trust's master policies waiving the insurer's rights to subrogation and contribution. If the proceeds from the master policies on account of any casualty loss are reduced due to proration with insurance individually purchased by a Unit Owner, such Unit Owner hereby assigns the proceeds of such individual insurance, to the extent of the amount of such reduction, to the Trustees to be distributed as herein provided. Each Unit Owner shall promptly notify the Trustees of all improvements made by him to his Unit, the value of which exceeds one-thousand dollars and such Unit Owner shall pay to the Trustees as an addition to his share of the common expenses of the Condominium otherwise payable by him, any increase in insurance premium incurred by the Trust which results from such improvements.
- (g) The cost of such insurance shall be deemed a common expense assessable and payable as provided in Section 5.4.

SECTION 5.11 - MEETINGS

- A. TRUSTEE MEETINGS: The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect a Chairman, Treasurer, Secretary and any other officers they deem expedient. Other meetings may be called by any two Trustees and in such other manner as the Trustees may establish, provided however, that written

notice of each meeting stating the place, day and hour thereof shall, unless waived to, be given at least two (2) days prior to such meeting, to each Trustee. A majority of the Trustees then in office shall constitute a quorum at all meetings, and such meetings shall be conducted in accordance with such rules the Trustees may adopt.

- B. UNIT OWNER MEETINGS: There shall be an annual meeting of the Unit Owners on the second Tuesday of April in each year at such reasonable place and time as may be designated by the Trustees by written notice given to the Unit Owners at least seven (7) days prior to the date so designated. Special meetings (including a meeting in lieu of passed annual meetings) of the Unit Owners may be called at any time by the Trustees and shall be called by them upon the written request of Unit Owners entitled to at least twenty-five (25%) percent of the Beneficial Interest hereunder. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Trustees to the Unit Owners at least seven (7) days prior to the date 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 so state and reasonably specify such matter. The presence in person or by proxy of the holders of a majority of the Beneficial Interest shall be necessary to constitute a quorum at all meetings of the Unit Owners for the transaction of business. The vote of Unit Owners representing a majority of the Beneficial Interest who are present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where otherwise provided by law or by this Trust.

SECTION 5.12 - NOTICES TO UNIT OWNERS

Every notice to any 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 created hereby 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 to such Unit Owner (a) by mailing it postage prepaid and addressed to such Unit Owner at his or her address

as it appears upon the records of the Trustees, if other than at his or her Unit, or (b) by delivery or mailing the same to such Unit if no address appears or if such Unit appears as the Unit Owner's address, in any case at least five (5) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given.

SECTION 5.13 - INSPECTION OF BOOKS; REPORTS TO UNIT OWNERS

Books, accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees and Unit Owners and any first mortgagee of any Unit at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trustees for such year 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 registered mail within a period of one month of the date of his or her receipt of the report shall be deemed to have assented thereto.

SECTION 5.14 - 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 by any two Trustees (or by one Trustee if there is only one), or by any person or persons to whom such power may at any time or from time to time be delegated by not less than a majority of the Trustees.

SECTION 5.15 - FISCAL YEAR

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

SECTION 5.16 - SALE OR LEASE OF UNITS

A Unit Owner may assign, lease, sell or otherwise transfer all of his or her interest in his or her Unit, together with: (i) the undivided interest in the Common Areas and Facilities appurtenant thereto; (ii) the exclusive right and easement of such Unit Owner, if any, to use any portion of the Common Areas and Facilities to which said Unit Owner has an exclusive right and easement; (iii) the interest of such Unit Owner in any Units owned by the Trustees or their designee, on behalf of all Unit

Owners, or the proceeds of the sale or lease thereof, if any; and (iv) the interest of such Unit Owner in any other assets of the Condominium ((i), (ii), (iii) and (iv) above hereinafter collectively called the "Appurtenant Interests") in the manner set forth below:

- (a) Any deed to a purchase or lease to a lessee shall provide that the acceptance thereof shall constitute an assumption of the provisions of the Master Deed, the Trust, the By-Laws and the Rules and Regulations, as the same may be amended from time to time. Any such lease shall be consistent with these By-Laws and shall provide that the Trustees shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease, or in the event of the creation, continuance or sufferance of a nuisance in or about the premises.
- (b) No Unit Owner shall execute any deed, lease, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage, or other instrument purporting to affect one or more such interests, without including all 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, leased, transferred or otherwise disposed of, except as a part of a sale, lease, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, lease, transfer or other disposition of such part of the Appurtenant Interests of all Units.
- (c) Notwithstanding the above, all leases or rental agreements with respect to a Unit shall be in writing and for a period of time of at least six (6) months.

SECTION 5.17 - RIGHT OF ACCESS

The Trustees or any other person authorized by the Trustees shall have a right of access to any Unit for the purpose of making inspections or for the purpose of correcting any conditions originating in the Unit or threatening another Unit or the Common Areas and Facilities, or for any other purpose reasonably necessary for the proper maintenance or operation of the Condominium; provided, however, that such entry is made after advance notice and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency such right of entry shall be immediate.

SECTION 5.18 - ELECTRICITY, GAS, WATER & SEWER

Electricity, water and sewer and natural gas shall be supplied by the public utility company serving the area directly to each Unit through separate meters for Units 1 and 2, whose Unit Owners shall be individually responsible to pay their separate bills for the same.

ARTICLE VI
RIGHTS AND OBLIGATIONS OF THIRD PARTIES
DEALING WITH THE TRUSTEES

SECTION 6.1 - RELIANCE ON IDENTITY OF TRUSTEES

No purchaser, mortgagee, lender, or other person dealing with the Trustees as they then appear of record in said Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees hereunder, or be affected by any notice, implied or actual, otherwise than by a certificate thereof, and such record or certificate shall be conclusive evidence of the personnel of said Trustees and of any charges therein. The receipts of the Trustees or any one or more of them, for monies 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 or otherwise as to the purpose or regularity of any of the acts of the

Trustees, or any one or more of them, purporting to be done in pursuance of any of the provisions or powers herein contained, nor as to the regularity of the resignation or appointment of any Trustee. An instrument or appointment of a new Trustee or resignation of an old Trustee, purporting to be executed by the Trustees, Unit Owners, or other person herein required to execute the same, shall be conclusive evidence in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation, or appointment or the occasion thereof.

SECTION 6.2 - PERSONAL LIABILITY EXCLUDED

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 or any 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 proceedings, 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 such contract or claim, or for the payment of any debt, damage, judgement, or decree, or of any money that may otherwise become due or payable to them from 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 provisions of said Chapter 183A.

SECTION 6.3 - ALL OBLIGATIONS SUBJECT TO THIS TRUST

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 of this Trust, whether or not express reference shall have been made to this instrument.

SECTION 6.4 - FURTHER MATTERS OF RELIANCE

This Declaration of Trust and any amendments hereto and any certificate herein required to be recorded or filed and any

other certificate or paper signed by said Trustees which it may be deemed desirable to record shall be recorded or filed with the Registry of Deeds and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the Trust Property or any beneficiary hereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustees, when the same shall be recorded with said Registry of Deeds. Any certificate signed by the Trustees in office at the time setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded or filed with said Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by any Trustee hereunder, or by a majority of the Trustees hereunder setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustee or majority, as the case may be, shall, as to all persons acting in good faith in reliance thereon, be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

ARTICLE VII - AMENDMENTS AND TERMINATION

SECTION 7.1 - GENERALLY

The Trustees, with the consent in writing of the Unit Owners entitled to more than a seventy-five (75%) percent of the Beneficial Interest hereunder, may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent. The Trustees must first, however, be duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change (a) according to the purport of which the percentage of the 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 from the percentage of the individual interest of such Unit Owner in the Common Areas and Facilities as set forth in the Master Deed, or (b) which would render this Trust contrary to or inconsistent with any requirements or provisions of said Chapter 183A, shall be valid or effective. Any amendment, alteration, addition or change

pursuant to the foregoing provisions of this Section shall become effective upon the recording with said Registry of Deeds of any instrument of amendment, alteration, addition, or change, as the case may be, signed, sealed, and acknowledged in the manner required in Massachusetts for the acknowledgement of deeds, by any two Trustees if there be at least two then in office (or one Trustee if there be only one then in office), setting forth in full the amendment, alteration, addition, or change and reciting the consent of the Unit Owners herein required to consent thereto. 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, addition, or change, 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. Nothing in this Section contained shall be construed as making it obligatory upon the Trustees to amend, alter, add to, or change the Declaration of Trust upon obtaining the necessary consent as hereinbefore provided.

SECTION 7.2 - TERMINATION

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

SECTION 7.3 - DISPOSITION OF TRUST PROPERTY UPON TERMINATION

Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of said Chapter 183A, sell and convert into money the whole of the Trust Property, or any part or parts thereof, and, after paying or retiring 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, at valuations made by them which shall be conclusive on all parties, all other property then held by them in Trust hereunder, to the Unit Owners according to their respective percentages of Beneficial Interests hereunder. 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, in their judgements 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 - PROVISIONS FOR THE PROTECTION OF MORTGAGEES:
FHLMC-FNMA PROVISIONS

Notwithstanding anything to the contrary contained in the Master Deed or this Condominium Trust and By-Laws, and subject to the greater requirements contained in Chapter 183A, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall govern and be applicable insofar as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA), as applicable, under laws and regulations applicable thereto, to wit:

- (a) In the event that the Unit Owners shall amend the Master Deed or this Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
 - (1) Foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
 - (2) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
 - (3) Sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (1) and (2) above.
- (b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust for that transaction but shall not be exempt in the case of a non-foreclosure transfer of said Unit after so acquiring title.
- (c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided

in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee.

- (d) Unless at least two-thirds (2/3) percent of the First Mortgagees (based upon one vote for each first mortgage owned), and Owners (other than the sponsor, developer, or builder) of the individual Units have given their prior written approval, the Trustees shall not be entitled to:
 - (1) By any act or omission, seek to abandon or terminate the Condominium, except in the event of substantial destruction of the Condominium premises by fire or other casualty or in the case of taking by condemnation or eminent domain;
 - (2) Change the pro-rata interest or obligations of any individual Unit for the purpose of: (A) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (B) determining the pro-rata share of ownership of each Unit in the Common Areas and Facilities;
 - (3) Partition or subdivide any Unit;
 - (4) by any act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Areas and Facilities, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed a transfer within the meaning of this clause; or
 - (5) Use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities for other than the repair, replacement, or reconstruction thereof, except as provided by statute in the case of taking of or a substantial loss to the Units and/or common elements of the Condominium.
- (e) Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens

prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole.

- (f) In no event shall any provision of the Master Deed give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit or the Common Areas and Facilities. A First Mortgagee, upon request made to the Trustees of the Condominium Trust, shall be entitled to:
- (1) Written notification from the Trustees of the Condominium Trust of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under the Master Deed or the provisions of this Condominium Trust which is not cured within sixty (60) days;
 - (2) Receive prompt written notification from the Trustees of the Condominium Trust of any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which said mortgagee holds the first mortgage;
 - (3) Receive prompt written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Trust;
 - (4) Receive prompt written notice of any proposed action which would require the consent of a specified percentage of First Mortgagees as specified in this Article VIII;
 - (5) Inspect the books and records of the Condominium Trust at all reasonable times, and be permitted to designate a representative to attend all such meetings; and
 - (6) Receive (at its own expense, if the Condominium contains less than 50 Units) an audited annual financial statement of the Condominium Trust

within ninety (90) days following the end of any fiscal year of the Condominium Trust.

- (g) The Trustees shall be required to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of those portions of the Common Areas and Facilities that the Trust is obligated to maintain. The fund shall be maintained out of regular assessments for common expenses.

Additionally, an initial working capital fund shall be established equal to at least two months' estimated common area charge for each Unit. Each Unit's share of the working capital fund must be collected and transferred to the Trust at the time of closing of the sale of each Unit and maintained in a segregated account for the use and the benefit of the Trust. The contribution to the working capital fund for each unsold Unit shall be paid to the Trust within sixty (60) days after the date of conveyance of the first Unit of the Condominium. Amounts paid into the working capital fund shall not be considered as advance payment of regular assessments. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Trustees.

- (h) Any agreement for professional management of the Condominium, or any lease or any other contract providing for services of the developer, sponsor, or builder, may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.
- (i) Except where Chapter 183A requires a higher percentage, without the consent of Unit Owners to which at least sixty-seven (67%) percent of the votes in the Condominium Trust are allocated and of the First Mortgagees who represent at least fifty-one (51%) percent of the Units that are subject to mortgages held by First Mortgagees, no material provision of the Master Deed or the Condominium Trust shall be added or amended which establishes, provides, governs, or regulates any of the following:

- (1) Voting rights;
- (2) Assessments, assessment liens, or subordination of such liens;
- (3) Reserves for maintenance, repair, and replacement of the Common Areas and Facilities;
- (4) Insurance or fidelity bonds;
- (5) Rights to use the Common Areas and Facilities;
- (6) Responsibility for maintenance and repair of the several portions of the Condominium;
- (7) Expansion or contraction of the Condominium or the addition, annexation, or withdrawal of property to or from the Condominium;
- (8) Boundaries of any Unit (which shall also require the consent of the affected Unit Owner);
- (9) The interests in the Common Areas and Facilities;
- (10) Convertibility of Units into Common Areas and Facilities or of Common Areas and Facilities into Units;
- (11) Leasing of Units;
- (12) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit, which shall also require the consent of the affected Unit Owner;
- (14) Restoration or repair of the Condominium (after casualty damage or partial condemnation) in a manner other than that specified in this Master Deed, the Condominium Trust, the By-laws or Chapter 183A of Massachusetts General Laws; or
- (15) Any provisions that are for the express benefit of the holders, insurers or guarantors of first mortgages on Units.

Any first mortgage holder that does not deliver or post to the Trustees a negative response within thirty (30) days of a written request by the Trustees for approval of any addition or amendment pursuant to this paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this Section, when recorded at the Registry of Deeds, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon pursuant to the provisions of the Trust.

It is intended that the provisions of this Article VIII shall comply with the requirements of the Federal Home Loan Mortgage Corporation (FHLMC) and of the Federal National Mortgage Association (FNMA) with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

ARTICLE IX - ARBITRATION

In the event that the Unit Owners or Trustees cannot agree on any matter of: (a) general disposition concerning the common expenses, Common Areas and Facilities of the Condominium, (b) the determination of the Trustees with respect to the value of the Condominium or any other determination or action of the Trustees under Section 5.5, or (c) any other matter to be decided and resolved by vote of the Trustees or Unit Owners, and such dispute shall not be resolved within thirty (30) days, then either the Trustees or the dissenting Unit Owner or Owners may submit the matter to arbitration. For that purpose one arbitrator shall be designated by each Trustee or Unit Owner or Owners and a third shall be designated by the two arbitrators so designated, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association, and the parties shall accept the final decision of the said arbitrators as the final and binding judgement in the said matter. The costs of arbitration shall be accepted and paid as a common expense of the Condominium unless the arbitrators determine the dispute was instituted or defended in bad faith, in which case the party acting in bad faith shall bear the burden of paying all costs, expenses and attorneys fees associated with the dispute and arbitration.

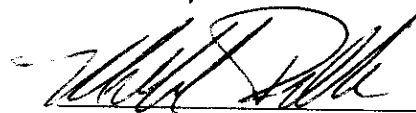
ARTICLE IX - CONSTRUCTION AND INTERPRETATION

In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and singular, words denoting males include females and vice-versa, 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 or required by the subject matter or context. The cover, title, headings of different parts hereof, the table of contents and the marginal notes, if any, are inserted only for the convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation, or effect hereof. All the Trust 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 said Chapter 183A shall have the same meaning herein. The invalidity of any provisions of the Trust shall not impair or affect the validity of enforcement of the other provisions of this Trust.

IN WITNESS WHEREOF, said Roy A. Gabriele and Michael Revelli have hereunto set their hands and seals this 30th day of October, 2002.



Roy A. Gabriele, Trustee, *AKA Roy Gabriele*



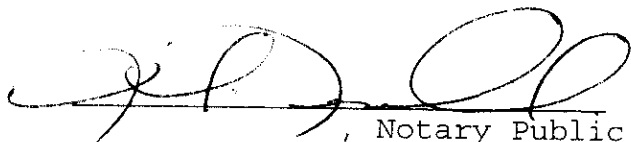
Michael Revelli, Trustee

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss

October 30, 2002

Then personally appeared the above-named Roy A. Gabriele and Michael Revelli and acknowledged the foregoing instrument to be their free act and deed, before me



, Notary Public
My commission expires:

ATTEST: WORC. Anthony J. Vigliotti, Register

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JON L. REVELLI
NOTARY PUBLIC
MY COMMISSION EXPIRES:
JUNE 23, 2006

seal