

**EASTERN POINT CONDOMINIUM  
RESTATED DECLARATION OF TRUST**

This RESTATED DECLARATION OF TRUST hereby replaces the original Declaration of Trust of the Eastern Point Condominium Trust dated November 28, 1984, recorded in Worcester District Registry of Deeds in Book 8470, Page 219, by Ronald E. Carlson, Robert A. Cole, and Charles F. Dodson, who thereby declared that they and their successors in Trust hereunder will hold for the benefit of the beneficiaries hereunder upon the terms herein set forth all of the rights and powers in and with respect to the common areas and facilities of Eastern Point Condominium established by the Master Deed recorded in said Registry of Deeds in Book 8470, Page 182, which are, by virtue of the provisions of the Massachusetts General Laws, Chapter 183A, conferred upon or exercisable by the organization of the Unit Owners of said Condominium and all other rights or property conveyed or transferred to them as Trustees hereunder.

The purpose of this Restated Declaration of Trust is to provide a complete document containing both the original language of the Declaration of Trust and the language of the amendments thereto which have been duly passed and previously recorded by the Condominium Trust. In all other respects, the Declaration of Trust remains unchanged. The Declaration of Trust is hereby restated and amended as follows:

**ARTICLE I  
NAME OF TRUST**

**SECTION 1.1.** The Trust hereby created shall be known as EASTERN POINT CONDOMINIUM TRUST, and under that name, so far as legal, convenient and practical, all business shall be carried on by the Trustees and all instruments shall be executed by the Trustees. Said name (and the word "Trust" whenever used in this Declaration of Trust, except where the context otherwise requires) 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 Unit Owners.

**ARTICLE II  
THE TRUST AND ITS PURPOSES**

**SECTION 2.1.** This Association is created as the “Organization of Unit Owners” as defined in the Condominium Law for the purpose of maintaining, managing, operating, regulation and preserving the Condominium in the manner required herein or required or permitted by the Condominium or hereby, and to promote, provide for and assure safe, well-maintained residential Units and related Common Areas and Facilities for the benefit of the Unit Owners, their families and guests, and their successors in interest or assigns, and to promote generally in health, safety, and welfare of the Unit Owners.

This Trust is the organization of Unit Owners established pursuant to the provisions of Chapter 183A for the purposes therein set forth.

**SECTION 2.2.** It is hereby expressly declared that the Trust is not intended to be, shall not be deemed to be and shall not be treated as a general partnership, limited partnership, joint venture, corporation or joint stock company and that the Unit Owners are beneficiaries and not partners or associates nor in any other relation whatever between themselves with respect to the trust estate, and hold no relation to the Trustees other than as beneficiaries, with only such rights and liabilities as are conferred upon them as such beneficiaries hereunder and under and pursuant to the provisions of said Chapter 183A.

**ARTICLE III  
DEFINITIONS**

In this instrument, wherever the context permits, the following words shall have, respectively, the following meanings:

**SECTION 3.1.** “Buildings” shall mean the buildings containing the Units which comprise the Condominium.

**SECTION 3.2.** “Bylaws” shall mean bylaws of this Association contained in Article VI hereof as the same may be amended from time to time.

**SECTION 3.3.** “Chapter 183A” shall refer to Chapter 183A of the General laws of Massachusetts as from time to time are amended.

**SECTION 3.4.** “Common Areas and Facilities” shall mean the common areas and facilities of the Condominium as so described and designated in the Master Deed.

**SECTION 3.5.** “Common Expenses” shall mean the expenses of administration maintenance, repair or replacement of the Common Areas and Facilities and expenses declared Common Expenses herein or by Chapter 183A.

**SECTION 3.6.** “Common Funds” shall mean all funds held by the Trustees.

**SECTION 3.7.** “Common Profits” shall mean the balance of income, rents, profits and revenues from the Common Areas and Facilities remaining after deduction of Common Expenses.

**SECTION 3.8.** “Condominium” shall mean Eastern Point Condominium, consisting of 5 buildings containing 6 to 10 units each for a total of 40 Units submitted to the provisions of Chapter 183A by the Master Deed.

**SECTION 3.9.** “Declaration of Trust” shall mean this Declaration of Trust as amended, restated or modified from time to time. Reference in this Declaration of Trust to “hereof”, “herein”, and “hereunder” shall be deemed to refer to the Declaration of Trust and shall not be limited to the particular text, article or section in which such words appear.

**SECTION 3.10.** “Master Deed” shall mean the Master Deed of the land and buildings known as Eastern Point Condominium on Eastern Point Drive in Shrewsbury, Worcester County, Massachusetts, executed by North Quinsigamond Realty Trust, dated November 28, 1984, and recorded with Worcester County Registry of Deeds in Book 8470, Page 182, which subjects the Condominium to Chapter 183A.

**SECTION 3.11.** Any given percentage of Unit Owners shall mean the Owners of that percentage in the aggregate in interest of the undivided ownership of the Common Areas and Facilities and of the beneficial interests in the Trust.

**SECTION 3.12.** “Person” or “Persons” shall mean any person or persons, whether acting in an individual, representative or fiduciary capacity, and any firm or firms, corporation or corporations, partnership or partnerships, and any legal entity or entities whatsoever.

**SECTION 3.13.** “Property” shall mean the properties and assets subject to Chapter 183A by the Master Deed and any addition or additions thereto.

**SECTION 3.14.** “Rules and Regulations” shall mean any rules and regulations for operation of the Condominium.

**SECTION 3.15.** “Developer” shall mean R.A. Cole, Inc., a Massachusetts Corporation of Shrewsbury, Worcester County, Massachusetts, and its successors and assigns.

**SECTION 3.16.** “Trust” shall mean the organization of Unit Owners as defined in Chapter 183A which is created by this instrument.

**SECTION 3.17.** “Trust Property” shall mean any and all property, whether real, personal or mixed, tangible or intangible, held by the Trustees under the terms and provisions of the Declaration of Trust on behalf of the Trust.

**SECTION 3.18.** “Trustee” or “Trustees” shall mean a Trustee or Trustees for the time being under this Declaration, however appointed and the rights, powers, authority and privileges granted hereunder to the Trustees may be exercised by such person or persons.

**SECTION 3.19.** “Unit” shall mean a unit in the Condominium, with the appurtenant rights thereto described in the Master Deed.

**SECTION 3.20.** “Unit Owner” shall mean the person or persons owning a unit and his personal representatives, successors, and assigns.

#### **ARTICLE IV** **THE TRUSTEES**

**SECTION 4.1 – Number.** There shall at all times be Trustees consisting of such number, not less than three (3) nor more than five (5), as shall be determined from time to time by vote of Unit Owners holding more than fifty percent (50%) of the beneficial interest hereunder. Notwithstanding any other provision of Article IV, RONALD E. CARLSON, ROBERT A. COLE, and CHARLES F. DODSON, or such other Trustee or Trustees as may be designated by the developer to replace one or both of them shall serve as the Trustees until (i) one hundred twenty (120) days after the fortieth unit in the Condominium has been conveyed to a unit purchaser or (ii) five (5) years from the date the first unit is conveyed to a unit purchaser, whichever event shall first occur, and which event shall hereinafter be referred to as the “Operating Event”.

**SECTION 4.2 – Acceptance of Trust.** Each person hereafter elected as a Trustee shall sign and acknowledge in the manner required in Massachusetts for the acknowledgment of deeds, an acceptance of each election which shall be recorded in the Worcester District Registry of Deeds.

**SECTION 4.3 – Term.** The term of each Trustee shall be for one (1) year from the annual meeting of Unit Owners (or special meeting in lieu thereof) at which the Trustee was appointed and shall end upon the election of such Trustee’s successor at the next annual meeting (or special meeting in lieu thereof) and the recording of the acceptance of trust as required by Section 4.2 above; except that the term of any Trustee appointed to fill a vacancy in an unexpired term shall end when his or her predecessor’s term would, but for the vacancy, have ended.

Notwithstanding the above, the Trustees elected at the Annual Meeting of 2023 shall serve terms of three (3) years, two (2) years and one (1) year, with the length of terms assigned in the order of the percentage of beneficial interest that voted for the candidates.

Thereafter, this process of election and assignment of these stated terms of office shall continue so as to establish staggered terms among the Trustees and preserve some degree of continuity and institutional knowledge on the Board of Trustees for the benefit of the Association.

**SECTION 4.4 – Vacancies; Appointment and Acceptance of Trustees.** If and whenever any Trustee's term is to expire or for any other reason, including without limitation, removal, resignation or death of a Trustee, the number of Trustees shall be less than the number established under Section 4.1, a vacancy or vacancies shall be deemed to exist.

Such vacancy shall be filled by: (a) an appointment of a natural person to act as such Trustee by the remaining Trustees or the remaining Trustee, if there is only one at the time; or b) if no such appointment occurs within thirty (30) days after the vacancy exists, by the vote of Unit Owners holding more than fifty percent (50%) of the beneficial interest. In either case, an acceptance of such appointment shall be signed by the person so appointed and recorded with the Worcester District Registry of Deeds.

Such appointment shall become effective upon the filing with the Registry of Deeds a certificate of such appointment signed (1) if before the Operating Event, by the Developer, or (2) if, after the Operating Event, by a majority of the then remaining Trustees, or by the sole remaining Trustee, if only one, setting forth the fact and basis of compliance with the provisions of this Section 4.4, together with such acceptance; and such person shall then be and become such Trustee and be vested with the title to the trust property jointly with the remaining or surviving Trustee or Trustees without the necessity of any act of transfer or conveyance.

If there shall be no remaining Trustee and a vacancy in the office of Trustee shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any Court of competent jurisdiction upon the application of any Unit Owner and notice to any Unit Owners and to such other, if any, parties in interest to whom the court may direct that notice be given.

The foregoing provisions of this Section notwithstanding, despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining or surviving Trustee(s) shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

**SECTION 4.5 – Trustee Action.** In any matter relating to the administration of the trust hereunder and the exercise of the powers hereby conferred, the Trustees shall act by majority vote at any duly called meeting at which a quorum, as defined in Section 6.8 is present. The Trustees may act without a meeting in any case by unanimous written consent and in cases requiring, in their sole judgment, response to any emergency by majority written consent.

Notwithstanding the preceding language, any instrument signed by a majority of those Trustees appearing from the records of the Registry of Deeds to be such, shall be conclusive evidence in favor of every person relying thereon or claiming thereunder, that at the time of delivery thereof the execution and delivery of that instrument was duly authorized by all Trustees; and any instrument signed by any one or more Trustees which contains or is accompanied by a certification that such Trustee or Trustees were, by appropriate vote of the Trustees, authorized to execute and deliver the same, shall, in the like manner be conclusive evidence in favor of any person relying thereon or claiming thereunder.

**SECTION 4.6 – Resignation; Removal.** Any Trustee may resign at any time by instrument in writing signed and duly acknowledged by that Trustee. Resignations shall take effect upon the recording of such instrument with the Registry of Deeds. Subject to the rights of Developer to designate Trustees of its own choice prior to the Operating Event, any Trustee may be removed with or without cause by a vote of Unit Owners entitled to more than fifty percent (50%) of the beneficial interest hereunder. The vacancy resulting from such removal shall be filled in the manner provided in Section 4.4. Any removal shall become effective upon the recording with the Registry of Deeds of a certificate of removal signed by a majority of the remaining Trustees in office, or by three (3) Unit Owners, who certify under oath that Unit Owners holding more than fifty percent of the beneficial interest hereunder have voted such removal. By instrument recorded with Registry of Deeds, the Developer may remove, with or without cause, any Trustee it is entitled to designate and appoint a successor Trustee as provided in the second paragraph of 4.4.

**SECTION 4.7 – Bond or Surety.** As used herein, the term “fidelity bonds in blanket form” shall also refer to fidelity insurance coverage or a so-called “Directors and Officers” insurance policy and the Board of Trustees may procure the same for purposes of demonstrating compliance with this Section 4.7. The Trustees shall obtain and maintain fidelity bonds in blanket form for all officers, directors, trustees and employees of the Trust and all other persons handling or responsible for funds held or administered by a Trust. A management agent that handles funds for the Trust must also be covered by its own fidelity bond. Except for fidelity bonds that a management agent obtains for its personnel, all other fidelity bonds should name the Trustees as an obligee. The total amount of the fidelity bond coverage shall be the greater of (i) not less than one and one-half times the Trust’s estimated annual operating expenses and reserves, (ii) not less than the estimated maximum of funds, including reserve funds in the custody of the Trust or the management agent, as the case may be, at any given time during the term of such bond, or (iii) not less than a sum equal to the sum of three (3) months assessments on all Units in the Condominium plus the Trust’s reserve funds. The fidelity bonds must contain waivers by the issuers of the bond of all defenses based upon the exclusion of persons serving without compensation from the definition of “employees” or similar terms of expressions and must provide that they cannot be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days’ prior written notice to the Trustees, or insurance trustee or trustees if such have been designated, and to the holder and servicer of each first mortgage on a Unit in the Condominium.

The premium for fidelity bonds shall be a common expense assessable and payable as provided in Section 6.4.

**SECTION 4.8 – Compensation of Trustees.** Trustees shall receive no compensation for serving in the role of Trustee. In the event that a Trustee, with the approval of the Board of Trustees, expends personal financial resources on behalf of the Association, the same shall be reimbursed upon provision of a receipt documenting such expenditure and such reimbursement shall be a common expense of the Condominium.

**SECTION 4.9 – No Personal Liability.** No Trustee shall under any circumstances or in any event be held liable or accountable out of his personal assets or be deprived of

compensation, if any, by reason of any action taken, suffered or omitted in good faith or be so liable, accountable or deprived by reason of honest errors of judgment 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 own personal and willful malfeasance and defaults.

**SECTION 4.10 – Trustees May Deal with Condominium.** No Trustee shall be disqualified by his office from contracting or dealing with the Trustees or one or more Unit Owners (whether directly or indirectly because of his 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 interested in any way be avoided nor shall any Trustee so dealing or contracting or being so interested by 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 relation hereby established, provided the Trustee shall act in good faith and shall disclose the nature of his interest before entering into the dealing, contract or arrangement.

**SECTION 4.11 – Indemnity of Trustees.** The Trustees and each of them shall be entitled to indemnify 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, all as provided in Chapter 183A, and, acting by majority, may purchase such insurance against such liability as they shall determine is reasonable and necessary, the cost of such insurance to be a common expense of the Condominium. Each Unit Owner shall be personally liable for all sums lawfully assessed for his share of the common expenses of the Condominium and for his proportionate share of any claims involving the Trust property in excess thereof, all as provided in Section 6 and 13 of Chapter 183A. Nothing in this paragraph shall be deemed to limit in any respect the powers granted to the Trustees in the Declaration of Trust.

## **ARTICLE V** **UNIT OWNERS**

**SECTION 5.1 – Beneficial Interest.** The Beneficial Interest in the Trust Estate shall be in the Unit Owners. The total Beneficial Interests in the Trust shall be divided among the Unit Owners in the same percentage interest as their respective interest in the common areas and facilities of the condominium as set forth in the Master Deed.

**SECTION 5.2 – Each Unit to Vote by One Person.** Each Beneficial Interest shall be exercised by one person and shall not be divided among several owners of any Unit. To that end, whenever any Unit is owned of record by more than one person, the several owners of such Unit shall designate, by a notice in writing to the Trustees signed by all the record owns of such Unit, one of such owners who shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder. Such designation shall take effect upon receipt of said notice by the Trustees and may be changed at any time from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate, by written notice to all such owners, any one such owner for such purposes.

**ARTICLE VI**  
**BYLAWS**

The provisions of this Article VI shall constitute the Bylaws of this Trust (the "Bylaws") and the organization of Unit Owners established hereby.

**SECTION 6.1 – Powers of the Trustees.** The Trustees shall have all the powers and duties necessary for the administration of the Condominium and may do all things subject to and in accordance with all applicable provisions of said Chapter 183A and the Master Deed, and, without limiting the generality of the foregoing the Trustees may, with full power and uncontrolled discretion, at any time and from time to time without the necessity of obtaining any approval or license of any court for leave to do so:

- (i) Retain the Trust property, or any part or parts thereof, in the same form or forms of investment in which received or acquired by them so far and so long as they shall think fit, without liability for any loss resulting therefrom;
- (ii) Sell, assign, convey, transfer, exchange and otherwise deal with or dispose of the Trust property, free and discharged of any and all trusts, at public or private sale, to any person or persons for cash or on credit, and in such manner and on such restrictions, stipulations, agreements and reservations as they shall deem proper, including the power to take back mortgages to secure the whole or any part of the purchase price of any of the Trust property sold or transferred by them, and execute and deliver any deed or other instrument in connection with the foregoing;
- (iii) Purchase or otherwise acquire title to, and rent, lease or hire from others for terms which may be extended beyond the termination of this Trust any property or rights to property, real or personal, and own, manage, use and hold such property and such rights;
- (iv) Borrow or in any other manner raise such sums or sums of money or other property as they shall deem advisable in any manner and on any terms, and evidence the same by notes, bonds, securities or other evidences of indebtedness, which may mature at a time or times even beyond the possible duration of this Trust, and execute and deliver any mortgage, pledge or other instrument to secure any such borrowing;
- (v) Enter into any arrangement for the use or occupation of the Trust property, the common areas and facilities or any part or parts thereof, including, without thereby limiting the generality of the foregoing, leases, subleases or easements, upon such terms and conditions and with such stipulations and agreements as they shall deem desirable, even if the same extended beyond the possible duration of this Trust;

- (vi) Invest and reinvest the Trust property, or any part or parts thereof, and from time to time, as often as they shall see fit, change investments, including investment in all 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 in the investment of trust funds or which does or may not produce income;
- (vii) Incur such liabilities, obligations and expenses and 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 this Trust with respect to the maintenance, repair or replacement thereof. In addition, the Board may cause improvements to be made in accord with M.G.L. c. 183A, Section 18.
- (viii) Vote in such manner as they shall think fit any or all shares in any corporation or trust which shall be held as Trust property, and for that purpose give proxies to any person, persons or to one or more of their number, vote, waive any notice or otherwise act in that respect of any such shares;
- (ix) Deposit any funds of the Trust in any bank or trust company and delegate to any one or more of their number, or to any other person or persons, the power to deposit, withdraw and draw checks on any funds of the Trust.
- (x) Maintain such offices and other places of business as they shall deem necessary or proper and engage in business in Massachusetts or elsewhere;
- (xi) Employ, appoint and remove such agents, managers, officers, brokers, engineers, architects, employees, servants, assistants and counsel (which counsel may be a firm of which one or more of the Trustees are members) as they shall deem property for the purchase, sale or management of the Trust property, or any part or parts thereof, or for conducting the business of the Trust, and may define their respective duties and fix and pay their compensation, and the Trustees shall not be answerable for the acts and defaults of any such person. The Trustees may delegate to any such agent, manager, officer, board, broker, engineer, architect, employee, servant, assistant or counsel any or all of their powers (including discretionary powers, except that the power to join in amending, altering, adding to, terminating or changing this Declaration of Trust and the trust hereby created shall not be delegated) all for such times and purposes as they shall deem proper. Without hereby limiting the generality of the foregoing, the Trustees may designate from their number a chairman, a treasurer, a secretary, and such other officers as they deem fit, and may from time to time designate one or more of their own number to be the Managing Trustee or Managing Trustees for the management and administration of the Trust Property and the business of the Trust, or any part or parts thereof;
- (xii) Improve any property owned by the Trust;

- (xiii) Manage, maintain, repair, restore, and improve common areas and facilities, and when they shall deem necessary, the Units;
- (xiv) Determine the common expenses required for the affairs of the Condominium;
- (xv) Collect the common expenses from the Unit Owners;
- (xvi) Adopt and amend rules and regulations covering the details of the operation and use of the common areas and facilities initially adopted and attached as Schedule A.
- (xvii) Enforce obligations of the Unit Owners and have the power to levy fines against the Unit Owners for violations of reasonable rules and regulations of the Unit Owners. Fines shall be set in amounts as determined by the Board of Trustees from time-to-time and referenced in the Rules and Regulations. After notice to a Unit Owner, each day of a continuing violation shall constitute a separate offense. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were common charges owed by the particular Unit Owner or Unit Owners. In the case of persistent violation of the rules and regulations by a Unit Owner, the Trustees shall have the power to require such Unit Owner to post a bond to secure adherence to the rules and regulations;
- (xviii) Generally, in all matters not herein otherwise specified, control and do each and every thing necessary, suitable, convenient, or proper for the accomplishment of any of the purposes of the Trust or incidental to the powers herein or in said Chapter 183A, manage and dispose of the Trust property as if the Trustees were the absolute owners thereof and to do any and all acts, including the execution of any instruments, which by their performance thereof shall be shown to be in their judgment for the best interest of the Unit Owners.

**SECTION 6.2 – Maintenance and Repair of Units.** The Unit Owners shall be responsible for the proper maintenance and repair of their respective Units and the maintenance, repair and replacement of utility fixtures therein serving the same, including, without limitation, interior finish walls, ceilings, and floors; windows, and interior window trim, doors; door frames and interior door trim, plumbing and sanitary waste fixtures and fixtures for water and other utilities, electrical fixtures and outlets, and all wires, pipes, drains and conduits for water, sewerage, electric power and light, telephone and any other utility services which are contained in and serve such Unit. If the Trustees shall at any time in their reasonable judgment determine that the interior of any Unit is in such need of maintenance or repair that the market value of one or more other Units is being substantially and adversely affected or that the condition of a Unit or fixtures, furnishings, facility or equipment therein is hazardous to any Unit or the occupants thereof, the Trustees shall 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 the purpose. The reasonable cost of such work shall constitute a lien upon such Unit and the Unit Owner shall be personally liable therefor.

Repair of uninsured casualty loss or damage to units caused by events in or the condition of common areas and facilities, may, in the Trustee's sole discretion, but need not be paid from common funds.

**SECTION 6.3 – Maintenance, Repair and Replacement of Common Areas and Facilities; Assessment of Common Expenses Therefor.** The Trustees shall be responsible for the proper maintenance, repair and replacement of the common areas and facilities of the Condominium, which may be done through a managing agent, as hereinafter provided, and any two Trustees or a managing agent 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 at such times and in such amounts as provided in Section 6.4.

**SECTION 6.4 – Common Expense Funds.**

**SECTION 6.4.1 – Reserve Funds.** The Unit Owners shall be liable for common expenses and, subject to the Trustees' judgment as to reserve and contingent liability funds stated below, shall be entitled to surplus accumulations (common profits), if any, of the Condominium in proportion to their beneficial interest in the Trust.

The Trustees may from time to time distribute surplus accumulations, if any, amount the Unit Owners in such proportions. The Trustees shall, to the extent they deem advisable, set aside common funds for reserve or contingent liabilities, and may use the funds to set aside for reduction of indebtedness or other lawful capital purposes, or subject to the provisions of the following Section 6.4.2 and 6.4.3, 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.

**SECTION 6.4.2 – Estimates 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 the next fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed surplus accumulations from prior years, shall determine the assessment to be made for the next fiscal year. The amount of each such annual and/or supplemental assessment shall be the personal liability of each Unit Owner (jointly and severally among the owners of each Unit) and a lien pursuant to M.G.L. c. 183A and, if not paid when due, or upon the expiration of such grace period as the Trustees may (but need not) designate, each such Unit Owner shall also be responsible for late fees as shall be determined by the Board of Trustees of time-to-time and referenced in the Rules and Regulations together with the cost of collection of such amounts, including attorneys' fees. Such unpaid assessments together with any late fees and collection costs shall constitute a lien on the Unit pursuant to the applicable provisions of M.G.L. c. 183A.

Any lien for unpaid common assessments or other charges on a Unit will have priority as determined by M.G.L. c. 183A. Any lien for unpaid common assessments or other charges on a Unit will be subordinate to a first mortgage of record on the Unit. A purchaser of a Unit shall not be personally liable for delinquent common assessments or other charges attributable to the Unit prior to his becoming the owner, unless assumed by such purchaser. Each Unit Owner, by acceptance of a Unit Deed, agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the Trustees in collection of said assessments for common expenses and enforcement of said lien.

Common expenses shall be assessed to the Unit Owners, including the Developer, commencing upon the conveyance of the first Unit.

In the event an assessment against a Unit remains unpaid for more than thirty (30) days from its due date, the Trustees shall take whatever lawful action they deem necessary to collect such assessment, including an action for money judgment and/or a foreclosure of the lien on said Unit. All rights and remedies of the Trustees with respect to collection of delinquent assessments shall be cumulative.

**SECTION 6.4.3 – Application of Common Funds.** The Trustees shall expend common funds only for the purposes permitted by this Trust and by Chapter 183A.

**SECTION 6.5 – Rebuilding and Restoration, Improvements and Condemnation.**

**SECTION 6.5.1 – 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 Section 17; 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.

**SECTION 6.5.2 – Submission to Unit Owners of Proposed Improvements.** If and whenever the Trustees shall propose to make any improvement to the common areas and facilities of the Condominium, or shall be 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 improvement, the Trustees shall submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed 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; and upon delivery to the Trustees of such agreement signed by seventy-five (75%) percent or more of the Unit Owners, or the

expiration of ninety (90) days after such agreement was first submitted to the Unit Owners, whichever shall first occur, the Trustees shall notify all Unit Owners of the percentage of Unit Owners who have then signed such agreement.

If such percentage is seventy-five (75%) percent or more of the Unit Owners, the Trustees shall proceed to make the improvement or improvements specified in such agreement and, in accordance with Section 18 of Chapter 183A, shall charge the cost of such improvement to all the Unit Owners. 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 Unit Owners so consent, the Trustees shall proceed to make such improvement or improvements and shall charge the same to the Unit Owners so consenting.

**SECTION 6.5.3 – Condemnation.** In the event of a total or partial taking under the powers of eminent domain, any award to the Unit Owners shall be payable to the Trustees for the benefit of the Unit Owners and their mortgage holders and the taking shall be treated as (i) a casualty loss, (ii) a termination of the Condominium or (iii) a partial termination of the Condominium and a casualty loss and shall be governed by the provisions of Section 6.5.1, Section 6.5.4 and Section 6.7.3 of this Trust and Section 17 and Section 19 of Chapter 183A as appropriate. If any unit is reduced in size or if the number of Units is reduced by any such taking, the Trustees shall make an appropriate adjustment in the proportionate interest of each Unit Owner in the common areas and facilities and by the acceptance of a deed to a unit, each Unit Owner irrevocably appoints the Trustees hereunder as his attorneys-in-fact to execute all instruments necessary to accomplish a just and equitable adjustment of such proportionate interests if such a situation occurs.

**SECTION 6.5.4 – Arbitration of Disputed Trustee Action.** Notwithstanding anything in Section 6.5.1 and 6.5.2: (a) In the event that any unit Owner(s), by written notice to the trustees shall dissent from any determination of the Trustees with respect to the value of the Condominium or any other determination or action of the Trustees under this Section 6.5, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owner(s) shall submit the matter to arbitration. For that purpose, one arbitrator shall be designated by the Trustees, one by the dissenting Unit Owner(s) and a third by the two arbitrators so designated. Such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association and shall be binding upon all parties. The Trustees' decision that work constitutes a repair, rebuilding or restoration other than an improvement shall be conclusive unless shown to have been made in bad faith. The Trustees shall in no event be obliged to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the Trustees' estimate of all costs thereof.

**SECTION 6.6 – Managing Agent.** The Trustees may, at their discretion, appoint a manager or managing agent to administer the management and operation of the Condominium, including the incurring of expenses, and making of disbursements and the keeping of accounts, as the Trustees shall from time to time determine. The Trustees or such manager or managing agent may appoint, employ and remove such additional agents, attorneys, accountants or employees as the Trustees shall determine.

**SECTION 6.7 – Insurance.**

**SECTION 6.7.1 – Hazard Insurance.** The Trustees shall obtain and maintain master policies of casualty and physical damage insurance for the benefit and protection of the Trustees, and all of the Unit Owners, naming as the named insureds, and with loss proceeds payable to the Trustees hereunder, (or to one or more of the Trustees hereunder designated by them, as Insurance Trustees(s)) as trustees for all of the Unit Owners collectively of the Condominium and their respective mortgagees, as their interest may appear, pursuant to such condominium form of insurance as may from time to time be customarily used in Massachusetts, such insurance to cover the buildings and all other insurable improvements forming part of the common areas and facilities, including all service machinery, apparatus, equipment, and installations in the common areas and facilities, and including also all such portions and elements of the Units for which the Unit Owners are not responsible, but not including the furniture, furnishings, or other personal property of the Unit Owners. Such insurance shall, insofar as practicable, be maintained in an amount not less than one hundred (100%) percent of the replacement value of the insured property for insurance purposes, as determined by the Trustees (who shall review such value at least as often as annually), and shall insure against (a) loss or damage by fire and other hazards covered by the standard extended coverage endorsements, if available, and (b) such other hazards or 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, federal flood hazards, so-called, and boiler and machinery explosion or damage. Such insurance may have a deductible amount to be determined from time to time by the Trustees.

The Units involved in a casualty loss shall share the Master Insurance Policy (the Association's insurance policy) deductible and the insurance claim proceeds of the Master Insurance Policy claim in proportion to their damages as covered by the Master Policy. In the event that a loss is caused by the negligence or misconduct of a Unit Owner or their family, tenants, guests or invitees, said Unit Owner's Unit shall be assessed the full amount of the Master Insurance Policy deductible.

If any part of the Condominium is located in a special flood hazard area, as defined by the Federal Emergency Management Agency, the Trustees shall obtain a master or blanket policy of flood insurance in an amount at least equal to the lesser of (i) 100% of the replacement cost of all buildings and other insurance property located in the flood hazard area or (ii) the maximum coverage available for the property under the National Flood Insurance Program.

**SECTION 6.7.2 – Policy Provisions.** All policies of casualty or physical damage insurance shall, insofar as practicable, provide (a) that such policies may not be cancelled, terminated, or substantially modified as to amount of coverage or risks covered without at least ten (10) days written notice to the Trustees or the insurance trustee or trustees, the Unit Owners and the first mortgagees named in the mortgage clause; (b) for waiver of subrogation as to any claims, (except claims involving arson or fraud) against the Trust, the Trustees, the manager, agents, employees, the Unit Owners and their respective employees, agents, and guests; (c) for waivers of any defense based upon the conduct of any insured; (d) in substance and effect that

the insurer shall not be entitled to contribution as against any casualty or property insurance which may be purchased separately by Unit Owners; and (e) that such insurance shall not be prejudiced; (i) by any act or neglect of any owners or occupants of the Units, when such act or neglect is not within the control of the Trustees (or Owners) collectively, or (ii) by failure of the Trustees (or Owners) collectively to comply with any warranty or condition with regard to any portion of the premises over which the Trustees (or Owners) collectively have no control.

**SECTION 6.7.3 – Disbursement of Casualty Loss Insurance.** The Trustee or Trustees hereunder designated as Insurance Trustee or Trustees as aforesaid, shall collect and receive all casualty loss insurance proceeds, and shall hold, use, apply and disburse the same in accordance with applicable provisions of Section 6 hereof. With respect to losses covered by such insurance which affect portions or elements of a Unit, or of more than one Unit to substantially the same or to different extents, the proceeds relating thereto shall be used, applied, and disbursed by the Trustees in a fair and equitable manner.

**SECTION 6.7.4 – Comprehensive Public Liability, Workmen’s Compensation and Other Risk Insurance.** The Trustees shall also obtain and maintain, to the extent available, master policies of insurance with respect to the common areas and facilities, for the benefit of the Trustees and all of the Unit Owners, for (a) comprehensive public liability, including personal injury coverage which shall cover any claims of any Unit Owner, covering all Common Elements, public ways and any other areas that are under the control of the Trustees and providing coverage for bodily injury and property damage that results from the operation, maintenance and use of the Condominium’s Common Elements and any legal liability that results from law suits related to employment contracts in which the Trustees’ are a party; (b) Workmen’s Compensation and employer’s liability insurance covering any employee of the Trust and (c) such other risks as the Trustees in their discretion deem it appropriate to insure. All such insurance shall be in such amounts and forms as the Trustees shall in their discretion deem appropriate, except that the comprehensive public liability coverage shall be at least One Million (\$1,000,000.00) Dollars for bodily injury or property damage for any single occurrence, and shall provide for at least ten (10) days prior written notice to the Trustees, the Unit Owners and the holders of first mortgages on units before the insurer can cancel or substantially modify any insurance policy, and shall contain a “severability of interest” endorsement which shall preclude an insurer from denying the claim of a Unit Owner because of negligent acts of the Trustees or other Unit Owners.

**SECTION 6.7.5 – Owner’s Insurance and Responsibility for increased in Premiums of Master Policy.** All Unit Owners shall obtain and shall at all times keep in force, at the Unit Owner’s sole expense, a personal casualty loss policy on and for the Unit Owner’s unit covering the deductible amount (hereinafter defined as the “Master Policy Deductible”) associated with the master casualty policy maintained by the Association. In the event of a casualty causing damage to a unit or units, the owners of any affected unit shall be jointly and severally responsible for paying the deductible for any claims on the master casualty policy in proportion to their proportion of loss. The casualty policy to be obtained and kept in force by Unit Owners may take the form of an HO6, DP2, DP3, or similar insurance form or binder. The Board of Directors shall have exclusive authority, to be exercised from time to time at the sole discretion of the Board, to establish or modify the amount of the Master Policy Deductible, and

to promulgate and enforce policy resolutions or rules associated with said deductible, the processing of insurance claims at the Condominium, the restoration of the Condominium property following a casualty loss, and any other matter related to the procurement, administration or resolution of insurance, insurance claims, or insurance matters affecting the Condominium.

All insurance required of Unit Owners shall, to the greatest extent practicable, contain the same waiver of subrogation provision as that set forth in this Trust. No policy obtained by a Unit Owner shall be written so as to decrease the coverage under, or available under any of the policies obtained by the Association. Each Unit Owner hereby assigns to the Board, to be used for the benefit of the Association, the proceeds of any casualty loss policy maintained or kept by the Unit Owner, such proceeds to be applied and used pursuant to the terms of the Declaration, the By-Laws and any rules or policy resolutions promulgated by the Board with respect to the procurement, administration or resolution of insurance, insurance claims, or insurance matters affecting the Condominium.

Each Unit Owner shall also obtain and maintain liability insurance with respect to his Ownership and/or use of his Unit.

**SECTION 6.7.6 – Notice of Owner’s Improvements.** Each Unit Owner shall notify the Trustees of all improvements to his or her Unit (except personal property other than fixtures) which exceed a total value of One Thousand (\$1,000.00) Dollars with twenty (20) days after the commencement of construction of such improvements and upon receipt of such notice, the Trustees shall notify the insurer under any policy obtained pursuant to Section 6.7.1 hereof of any such improvements.

Each Unit Owner for his or her own benefit should also obtain and keep in force at all times, at the Unit Owner’s sole expense, a personal loss policy insuring all contents and personal property presently or hereinafter located in the Unit Owner’s unit or upon the Limited Common Area appurtenant to the Unit Owner’s unit. Such insurance should cover, without limitation, all floor coverings, appliances, and all other personal property not being covered by the Association’s master policy, and all improvements to the Unit Owner’s unit having a total value of One Thousand Dollars (\$1,000.00) or more and which are not reported to the Board as required above.

**SECTION 6.7.7 – Federal National Mortgage Association – Federal Home Loan Mortgage Corporation Requirements.** The Trustees shall maintain insurance covering such risks and liabilities, as applicable to the Condominium, in such amounts of coverage and with such endorsements as shall from time to time be required by either the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation as a condition precedent to the purchase of first mortgages of Units in the Condominium.

**SECTION 6.7.8 – Insurance a Common Expense.** The cost of the insurance purchased pursuant to Section 6.7 shall be a common expense assessable and payable as provided in Section 6.4.

**SECTION 6.8 – Meetings.**

**SECTION 6.8.1 – Meetings of Trustees.** 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 Trustee (if there be no more than three then in office) or by any two Trustees (if there be more than three then in office) 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 be given at least two (2) days before such meeting to each Trustee. A majority of the Trustees then in office shall constitute a quorum at all meetings. Such meetings shall be conducted in accordance with such rules as the Trustees may adopt.

**SECTION 6.8.2 – Meetings of Unit Owners.** There shall be an annual meeting of the Unit Owners on a date during April or May of each year as determined by the Trustees. Such annual meeting shall be set for a date, time and place as is reasonable and as determined by the Trustees and set forth in a written notice given by the Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated. Special meetings (including a meeting in lieu of a passed annual meeting) of the Unit Owners may be called at any time by the Trustees and shall be called by them upon the written request of Unit Owners entitled to more than twenty-five (25) percent of the beneficial interest in the Trust. Written notice of any special meeting, designating the place, day and hour thereof, shall be given by the Trustees to the unit Owners at least fourteen (14) days prior to the date so designated.

**SECTION 6.8.3 – Notice of Certain matters, Quorum.** Whenever at any meeting the Trustees propose to submit to the Unit Owners any matter with respect to which specific approval of, or action by, the Unit owners are required by law or this Trust, the notice of such meeting shall so state and reasonably specify such matter. Unit Owners present in person or by proxy entitled to more than twenty-five (25) percent of the beneficial interest of this Trust shall constitute a quorum at all meetings. Any action voted at a meeting shall require the vote, in person or by proxy, of more than twenty-five (25) percent of the beneficial interest in the Trust, except where the other provisions of this Trust or Chapter 183A requires a larger percentage.

Proxies for any meeting shall issue in a form and with instructions approved from time-to-time by the Trustees.

**SECTION 6.9 – Restriction on Use of Units and Common Elements.** In order to provide for congenial occupancy of the property, and for the protection of the values of the Units, the use of the property shall be subject to the following provisions and restrictions:

A. Each of the Units may be used only for residential purposes permitted by the zoning laws of the City of Worcester, subject, in all events, to the further restrictions set forth below in Section 6.9; provided, however, that such Units may be used by the Developer for other purposes pursuant to provisions of Sub-Paragraph D. of Section 6.9.

B. Each parking space and garage on the property is intended to be used for the parking of currently registered and licensed private passenger cars in operating condition, of Unit

Owners and their guests and invitees, and not for trucks, boats, trailers or other vehicles or items except with the prior written permission of the Trustees, provided, however, that such parking spaces and garages may be used by the Developer for other purposes pursuant to provisions of Sub-Paragraph D of this Section 6.9. A Unit Owner may lease or otherwise grant the right of use of any parking space or garage in which such Unit Owner has an easement for exclusive use to an occupant of another Unit in the Condominium, but not any other person.

C. The Units and the Common Elements shall be subject to the restrictions that, unless otherwise permitted by instruments in writing, duly executed by the Trustees pursuant to provisions of the Trust;

(a) No business activities of any nature shall be conducted in any such Unit, except as provided in Sub-Paragraph D of this Section 6.9;

(b) No animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except with written permission by the Trustees, but subject to the Rules and Regulations adopted by the Trustees, provided that they are not kept, bred or maintained for any commercial purposes and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property upon ten (10) days written notice from the Trustees. In no event shall any pet be permitted in any portion of the Common Elements, unless carried or on a leash, or in any grass or landscaped area under any circumstances. If a Unit Owner or occupant's pet defecates on any portion of the Common Elements, such Unit Owner or occupant shall promptly clean it up; Owners keeping pets with the permission of the Trustees shall be required to execute a Pet Agreement with the Trustees and shall be responsible for compliance with the terms thereof;

(c) The architectural integrity of the Building and the Units shall be preserved without modification, and to that end, without limiting the generality; no porch, deck, balcony, terrace, garden, balcony or yard enclosure, awning, screen, antenna, sign, (including "for sale" and "for rent" signs), banner or other device, and no exterior change, addition structure, projection, decoration or other feature shall erected or placed upon or attached to any such Unit or any part thereof; no addition to or change or replacement of any exterior light, door knocker or other exterior hardware shall be made; and no painting, attaching of a decal or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window;

(d) All maintenance and use by Unit Owners of patios, decks, lights and other facilities shall be done so as to preserve the appearance and character of the same and of the property without modification;

(e) All use and maintenance of the Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units in accordance with provisions of rules and regulations with respect thereto, from time to time promulgated by the Trustees;

(f) Any and all recreational facilities included as a part of the Condominium are and shall be common facilities to be used only for the private recreation and enjoyment of the Unit

Owners and their families and guests, subject to provisions of the bylaws of this Trust and to the Rules and Regulations promulgated pursuant thereto;

(g) No nuisance shall be allowed which is a source of annoyance to the residents of the Condominium or which interferes with the peaceful possession or proper use of the property by the residents of the Condominium;

(h) No immoral, improper, offensive, or unlawful use shall be made of the property, or any part thereof, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any Unit shall be eliminated by and at the sole expense of the Owner of said Unit and relating to the Common Elements shall be eliminated by the Trustees;

(i) A Unit Owner shall not place or cause to be placed in or on any of the Common Elements other than a porch, deck, patio, or other area (not including any unenclosed parking space or garage) to which such Unit Owner has exclusive rights, any furniture, packages, or objects of any kind. No clotheslines or other objects deemed objectionable by the Trustees shall be placed in any of the Common Elements;

(j) A Unit Owner shall not change the color of, nor make any addition, alteration, or improvement to, the rear porch portion of his Unit without the prior written approval by the Trustees;

Said restrictions shall be for the benefit of the Unit Owners and the Trustees as the person in charge of the Common Areas and Facilities, shall be enforceable by said Trustees and the Unit Owners, may be waived in specific cases by the Trustees, and shall, insofar as permitted by law, be perpetual, and to that end, may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any such breach of the provisions of this paragraph, except such as occur during his or her ownership thereof.

D. Notwithstanding anything to the contrary contained herein, the Developer may, until all of the Units in the Condominium, including Units in any contemplated additional phases of the Condominium, have been sold by Developer (i) use any Units owned by the Developer as models for display, as offices and/or storage areas or for any other uses which it deems necessary or desirable in connection with the sale or leasing of Units; (ii) use any garages or parking spaces exclusive easements, the use of which have not then been conveyed by the Developer, for parking of automobiles and trucks, for storage and for any use it deems necessary or desirable in connection with the renovation, sale, or leasing of Units; (iii) lease unsold Units; (iv) place signs on the land and buildings, including "For Sale" and "For Rent" signs.

E. A majority of the Trustees then in office may, by an instrument in writing and in accordance with the provisions of the Declaration of Trust, adopt such rules and regulations from time to time as they may determine to be necessary or appropriate to ensure that the Buildings

and Units are used for the purposes set forth in sub-paragraph (A) above, and to protect the architectural integrity of the Building.

Nothing hereinbefore contained shall be so construed as to restrict the right of any Unit Owner to decorate the interior of his Unit in accordance with his own wishes or to change the use and designation of any room or space in the interior of such Unit from the designation and the implied use resulting from said designation set forth on the Plans to be filed herewith (subject, however to the restrictions herein contained as to uses), or to prohibit the Owner of any Unit from remodeling the interior of such Unit, provided that any and all work shall be done in a good and workmanlike manner pursuant to a building permit duly issued therefor, if required by law, and provided further that the Owner of such Unit shall first submit plans and specifications of the work to be accomplished to the Trustees, together with a written request for approval thereof and shall not commence said work until such approval shall have been received in writing. Unit Owners seeking approval shall provide the insurance certificate of any and all vendors being used as well as proof of any and all applicable licensure for any and all vendors. Any deviations from the approved plans shall be remedied at the expense of the unit owner applicant(s). In the event of a failure to remedy deviations from the approved plans, the Board of Trustees may seek injunctive relief requiring such remedial action and compliance with the approved plans and shall be entitled to recover from the unit owner applicant(s) all attorney fees, costs and other expenses associated with the deviation.

**SECTION 6.10 – Notices to Unit Owners.** Every notice to any Unit Owner under the provisions of this Trust 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 in writing addressed to the Owner of such Unit last appearing on the Trustees' records, and mailed, postage prepaid, to such person at his address last appearing on the Trustees' records if other than the Unit or, if no address other than the Unit appears on the Trustees' records, mailed or delivered to the Unit at least seven (7) days prior to the date fixed for the happening of the matter, thing, or event of which such notice is given. The Owner or Owners of such Unit shall have the responsibility of providing the Trustees with the correct name of the present Owners of the Unit and any address other than the Unit to which they desire notices to be mailed as to which matters the Trustees shall have no duty of inquiring beyond their records.

**SECTION 6.11 – 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 the Unit Owner and 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 written report of the operations of the Trust for such year, which report shall include, without limitation, a statement of all receipts and expenditures.

If the Trustees so determine or if any Unit Owner so requests in writing to the Trustees, the report shall include financial statements by a certified public accountant which may, but need not be certified, as the Trustees shall determine, and shall be 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 (1) month of the date of his or her receipt of the report shall be deemed to have assented thereto.

**SECTION 6.12 – Checks, Notes, Drafts, and Other Instruments.** Checks, notes, drafts, and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any one Trustee or by any person or persons to whom such power may at any time or from time to time have been delegated by not less than a majority of the Trustees.

**SECTION 6.13 – 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 6.14 – Termination Prior to Expiration of Phasing Period.** Notwithstanding the provisions of Section 19 of Chapter 183A, neither all nor any portion of the Condominium may be removed from the provisions of Chapter 183A without the consent of the Developer until such time as the fortieth (40th) unit has been added to the Condominium or seven (7) years from the date this Trust is recorded, whichever shall first occur.

## **ARTICLE VII SALES AND MORTGAGES OF UNITS**

**SECTION 7.1 – No Severance of Ownership.** No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the interest of such Unit Owner in the Common Elements and assets of the Trust, including, without limitation, the exclusive right and easement of such Unit Owner to use any parking spaces or garages and/or storage enclosures which is granted either by the first Unit Deed or by separate instrument (hereinafter collectively called the Appurtenant Interests), it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of 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, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer, or other disposition of such part of the Appurtenant Interests of all Units.

**SECTION 7.2 – Mortgage of Units.** Any Unit Owner may, without the prior written approval of the Trustees, mortgage his Unit to any person, firm, or entity. A Unit Owner who mortgages his Unit shall notify the Trustees of the name and address of his mortgagee and shall file a conformed copy of the mortgage with the Trustees; the Trustees shall maintain such information in a book entitled “Mortgages of Units.” The failure of a Unit Owner to so notify the Trustees or to file a conformed copy with them shall not invalidate the mortgage or any of its provisions or the rights of any holder of such mortgage. The Trustees, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid Common Charges due

from, or any other default by, the owner of the Mortgaged Unit. In addition, a first mortgagee, upon request, will be entitled to written notification from the Trustees of any default in the performance by the Unit Owner of the mortgaged Unit of any obligation under the Master Deed, this Trust, or the Rules and Regulations, which is not cured within sixty (60) days. The Trustees, when giving notice to a Unit Owner of a default in paying Common Charges or other default, shall send a copy of such notice to each Registered Mortgagee. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Trust at reasonable times on business days.

**ARTICLE VIII**  
**RIGHTS AND OBLIGATIONS OF THIRD PARTIES**  
**DEALING WITH THE TRUSTEES**

**SECTION 8.1 – Reliance on Identity of Trustees.** No purchaser, mortgagee, lender, or other person dealing with the Trustees as they then appear on record in the Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees under this Trust, 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 the Trustees and of any changes therein. The receipts of the Trustees, or any one or more of them, for moneys or things paid or delivered to them or him 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 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, and any instrument of appointment of a new Trustee or resignation or removal of an old Trustee purporting to be executed by the Trustees, Unit Owners, or other persons required by this Trust to execute the same, shall be conclusive in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation, removal, or appointment or the occurrence thereof.

**SECTION 8.2 – 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 claims against the Trustees shall look only to the Trust property for any debt, damage, judgment, or decree, or for any money that may otherwise become due and payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable thereof; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under provisions of Section 4.11 of this Trust or under provisions of Chapter 183A.

**SECTION 8.3 – 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 the instrument.

**SECTION 8.4 – Further Matters of Reliance.** This Declaration of Trust and any amendments to this Trust and any certificate required or paper signed by the Trustees or any of them which it may be deemed desirable to record shall be recorded 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 thereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with said Registry of Deeds. Any certificate signed by two Trustees in office at the time (only one Trustee if there is only one at a time), setting forth as facts any matters affecting the Trust, including a statement as to who are the beneficiaries, as to what action has been taken by the beneficiaries as to matters determining the authority of the Trustees, or any one of them to do any act, when duly acknowledged and recorded with the 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 a majority of the Trustees, as the case may be, shall, as to all persons acting in good faith in reliance thereon be conclusive evidence of the truth or the statements made in such certificate, the existence of the facts therein set forth and the existence of the authority of such one or more Trustees to execute and deliver the designated instrument on behalf of the Trust.

**SECTION 8.5 – Common Expenses in Event of Unit Mortgage Foreclosure.** Any first mortgagee, in the event of foreclosure of its mortgage, shall take such Unit free of any claims for unpaid common expenses or assessments against such Unit to the extent provided by law.

**SECTION 8.6 – Common Expense Certificates.** Notwithstanding any other provisions of this Article VIII, any certificate setting forth the amount of unpaid common expenses assessed against any Unit Owner as provided by subsection (d) of Section 6 of Chapter 183A shall be conclusive evidence of the facts stated herein if signed by any two Trustees then in office (or one if there be only one in office).

## **ARTICLE IX**

### **AMENDMENTS AND TERMINATION**

**SECTION 9.1 – Amendments.** The Trustees, with the consent in writing of Unit Owners entitled to not less than seventy-five percent (75%) of the beneficial interest in this Trust

(and the consent of the Developer until such time as the fortieth unit has been added to the Condominium or seven (7) years from the date this Trust is recorded, whichever shall first occur), 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 first, however being 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 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, and any amendment thereto, or (b) which would render this Trust contrary to or inconsistent with any requirements or provisions of Chapter 183A, shall be valid or effective. Any amendment, alteration, addition, or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with the Registry of Deeds of an instrument of amendment, alteration, addition, or change as the case may be, signed, sealed, and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds by any two Trustees, if there be at least two then in office (or one Trustee if there be only one in office), setting forth in full the amendment, alteration, addition, or change, and reciting the consent of the Unit Owners required by this Trust 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 paragraph 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 9.2 – Termination.** The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure therefor set forth in Section 19 thereof.

**SECTION 9.3 – Disposition of Trust Property Upon Termination.** Upon termination of this Trust, the Trustees may, subject to and in accordance with the provisions of Chapter 183A, sell and convert into money the whole of the Trust property, or any part 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, all other property then held by them in trust hereunder, to the Unit Owners according to their respective beneficial interests stated in this Trust. In making any sale under this Section, the Trustees shall have the power to sell by public auction or private sale or contract and to buy in or rescind or vary any contract of sale and to resell without being answerable for loss and, for said purposes, to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distributions of Trust property may have passed.

**ARTICLE X**  
**FEDERAL HOME LOAN MORTGAGE CORPORATION**  
**AND FEDERAL NATIONAL MORTGAGE ASSOCIATION PROVISIONS**

The following provisions are added for the purpose of qualifying mortgages of units 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 X 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 provisions set forth in this Article X shall control. If there shall be a conflict in the application of the various provisions set forth in this Article X to any situation, the most restrictive provision shall apply.

**SECTION 10.1 – Federal National Mortgage Association Provisions.**

**SECTION 10.1.1 – Condominium Documents.** The Trustees shall make available to Unit Owners and to holders, 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 statements of the Trust. “Available” shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances.

**SECTION 10.1.2 – Financial Statements.** 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 a reasonable time following such request.

**SECTION 10.1.3 – 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 affect 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, and;
- (d) 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 10.1.3 (d) is sometimes referred to herein as an “eligible mortgage holder.”

**SECTION 10.1.4 – Amendment to Documents.** The approval of eligible mortgage holders representing at least fifty-one (51) percent of the votes of the units are subject to mortgages held by eligible mortgage holders shall be required for any amendment of a 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 assessment liens;
- (c) reserves 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 a 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 of Chapter 183A;

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

(o) any provision that expressly benefits holders, insurers, or guarantors of first mortgages.

The approval of eligible mortgage holders representing at least sixty-seven percent (67%) of the votes of the Units that are subject to mortgages held by eligible mortgage holders 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 10.1.5 – Service Contracts.** Any agreement for professional management of the Condominium or any other contract providing for services by any person or entity 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 10.1.6 – 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 10.1.7 – 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 Owner 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 10.1.8 – Leases.** Units shall not be leased or rented without the prior express, written approval of the Trustees being provided to the Unit Owner. All leases, rentals, or use and occupancy agreements for Units shall be in writing and shall be subject to the Master Deed, Declaration of Trust and any Rules and Regulations promulgated pursuant thereto as may be adopted from time to time as such documents presently exist or as may hereafter be amended. Unit owners shall provide copies of rental agreements to the Board of Trustees.

In no event shall the initial term of any lease, rental, or use and occupancy be for less than ninety (90) days in duration. No unit may be leased or rented more than three times in every one-year period. Any such lease, rental agreement, or occupancy agreement shall not be for transient, bed and breakfast, commercial or hotel purposes.

Each Unit Owner who leases, rents, or authorizes the use of his or her Unit shall be personally responsible and liable for the actions of his lessees, tenants, licensees, invitees and any other occupants or guests therein; and shall, at the request of the Condominium Trustees, cause any lessee, tenant, licensee, invitee, guest or other occupant to immediately vacate the Unit should any such person become or cause a nuisance, be disruptive or, otherwise, interfere (in the good judgment of the Condominium Trustees) with the beneficial use and enjoyment by any Unit Owner their Unit and the Common Areas and Facilities.

Each Unit Owner who leases, rents, or licenses the use of his or her Unit hereby agrees to indemnify, defend and to hold harmless, jointly and severally, the Condominium Trustees and all other Unit Owners and their respective agents and employees from and against all loss, liability, damage and expenses, including court costs and attorney's fees, on account of:

- (i) Any damage or injury, actual or claimed, to persons or property caused by any of his licensees, tenants, lessees, or any other Occupants or guests of his or her Unit claiming by, through, or under such person; or
- (ii) Any legal action, including court enforcement proceedings taken by a Unit Owner of the Condominium Trustees against such Unit Owner or his lessees, tenants, licensees, or other guests or occupants to enforce the provisions of this subparagraph; provided, however, that the restrictions of this subparagraph shall not apply to an institutional first mortgage lender in possession of a Unit following a default by a Unit Owner in his mortgage or holding title to a Unit by virtue of a mortgage foreclosure proceeding or deed or other agreement in lieu of foreclosure.

**SECTION 10.1.9 – Assessments 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 60 days after the first unit sale in each respective Phase.

**SECTION 10.2 – Federal Home Loan Mortgage Corporation Provisions.**

**SECTION 10.2.1 – Exceptions for First Mortgagees.**

(a) **Right of First Refusal.** If the Unit Owners 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 or 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, except as may be required pursuant to M.G.L. c. 183A.

**SECTION 10.2.2 – 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 levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards 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, nor the regulation of the use of Common Elements by the Trustees shall be deemed to be matters requiring consent under this Section 10.2.2 (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 10.2.2 (b) and Section 10.2.2 (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 10.2.3 – 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 10.2.4 – Professional Management or Service Contracts.** See Section 10.1.5 of this Article X.

**SECTION 10.2.5 – Distributions to Unit Owners.** In no event, now or at any future time, shall any provision of the Master Deed, Trust, By-Laws, or rules and 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 a distribution to such Unit Owner

of insurance proceeds or condemnation awards for losses to or takings of Units and/or Common Elements.

**SECTION 10.3 – 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 requirement 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 provision thereof shall conflict with any such requirement, it shall be deemed void and of no effect; PROVIDED HOWEVER, notwithstanding the foregoing, no provision of the Master Deed with respect to the addition of Phase II through Phase IV shall be deemed void or of no effect because of any such conflict with any such requirement without the written approval of the Developer.

**ARTICLE XI**  
**CONSTRUCTION AND INTERPRETATION**

In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include individuals, firms, associations, companies (joint stock or otherwise), trusts, and corporations unless a contrary intention is reasonably required by the subject matter or context. The title headings of different parts hereof are inserted only for convenience or reference and are not to be taken to be any part hereof to control or affect the meaning, construction, interpretation, or effect hereof. All the trusts, powers, and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts. Unless the context otherwise indicates, words defined in Chapter 183A shall have the same meaning here.

[SIGNATURES BEGIN NEXT PAGE]

EASTERN POINT CONDOMINIUM

R Foley  
Ryan Foley, as Trustee

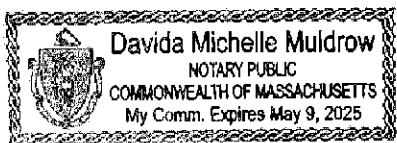
Worcester, ss.

COMMONWEALTH OF MASSACHUSETTS

February 27, 2023

On this 27 day of February, 2023, before me, the undersigned notary public, personally appeared Ryan Foley, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Eastern Point Condominium.

Dauida Michelle Alder  
Notary Public  
My Commission Expires: May 9, 2025



EASTERN POINT CONDOMINIUM

Edward Murphy  
Edward Murphy, as Trustee

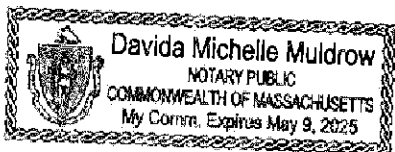
Warester, ss.

COMMONWEALTH OF MASSACHUSETTS

February 27, 2023

On this 27 day of February, 2023, before me, the undersigned notary public, personally appeared Edward Murphy, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Eastern Point Condominium.

Davida Michelle Muldrow  
Notary Public  
My Commission Expires: May 9, 2025



EASTERN POINT CONDOMINIUM

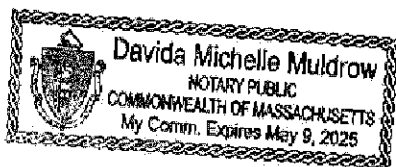
Andrea Granito  
Andrea Granito, as Trustee

Worcester, ss.

COMMONWEALTH OF MASSACHUSETTS

February 27, 2023

On this 27 day of February, 2023, before me, the undersigned notary public, personally appeared Andrea Granito, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Eastern Point Condominium.



Davida Michelle Muldrow  
Notary Public  
My Commission Expires: May 9, 2025

EASTERN POINT CONDOMINIUM

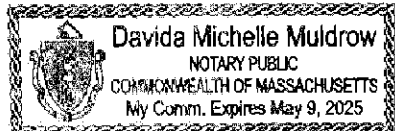
[Signature]  
John Francis Shea, as Trustee

Worcester, ss.

COMMONWEALTH OF MASSACHUSETTS

February 27, 2023

On this 27 day of February, 2023, before me, the undersigned notary public, personally appeared John Francis Shea, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Eastern Point Condominium.



[Signature]  
Notary Public  
My Commission Expires: May 9, 2025

WITNESS our hands and seals this 27 day of February, 2023.

EASTERN POINT CONDOMINIUM

[Signature]  
Andrew Zimmon, as Trustee

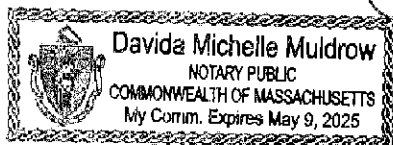
Worcester, ss.

COMMONWEALTH OF MASSACHUSETTS

February 27, 2023

On this 27 day of February, 2023, before me, the undersigned notary public, personally appeared Andrew Zimmon, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Eastern Point Condominium.

[Signature]  
Notary Public  
My Commission Expires: May 9, 2025



**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO DECLARATION OF TRUST**

WHEREAS, the Eastern Point Condominium (the "Association") is a condominium located in Shrewsbury, Massachusetts and created pursuant to a Master Deed recorded with the Worcester District Registry of Deeds at Book 8470, Page 182 (Amended Master Deed recorded Book 8488 Page 332) and a Declaration of Trust recorded with the Worcester District Registry of Deeds at Book 8470, Page 219 (Amended Declaration of Trust recorded Book 8488 Page 369); and

WHEREAS, the Declaration of Trust, at Article IX thereof, provides for amendments to the Declaration of Trust by 75% or more of the beneficial interest and execution of said amendment by at least two of the members of the Board of Trustees; and

WHEREAS, the Declaration of Trust provides, at Article X thereof, for mortgage holder approval of amendments by at least 51% of the beneficial interest of those units subject to first mortgages; and

WHEREAS, M.G.L. Chapter 183A, §23 provides for the assent of first mortgagees who fail to respond to a notice of the proposed amendment issued via first-class and certified mail within sixty (60) days of the date of mailing such notice; and

WHEREAS, at least a majority of the Board of Trustees and at least the requisite majority of both the unit owners and the mortgage holders agree that the amendments listed below are all in the best interests of the Association;

NOW THEREFORE, this is to certify that the following amendments are assented to by at least a majority of the Board of Trustees, owners of units to which at least 75% of the beneficial interest of the Association is allocated and necessary mortgagees (those holding at least 51% of the beneficial interest of units subject to mortgages) all as required by Articles IX and X of the Declaration of Trust (the "Trust"), and as evidenced by this document:

1. Article IV, Section 4.3 of the Trust is amended by adding the following thereto:

"Notwithstanding the above, the Trustees elected at the Annual Meeting of 2020 shall serve terms of three (3) years, two (2) years and one (1) year, with the length of terms assigned in the order of the percentage of beneficial interest that voted for the candidates.

*em*  
*RPP*  
*ag 03*  
*M*

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO DECLARATION OF TRUST**  
**PAGE -2-**

Hereafter, this process of election and assignment of these stated terms of office shall continue so as to establish staggered terms among the Trustees and preserve some degree of continuity and institutional knowledge on the Board of Trustees for the benefit of the Association.”

2. Article IV, Section 4.4 of the Trust is amended by deleting the second paragraph thereof and replacing it as follows:

“Such vacancy shall be filled by: a) an appointment of a natural person to act as such Trustee by the remaining Trustees or the remaining Trustee, if there is only one at the time; or b) if no such appointment occurs within thirty (30) days after the vacancy exists, by the vote of Unit Owners holding more than fifty percent (50%) of the beneficial interest. In either case, an acceptance of such appointment shall be signed by the person so appointed and recorded with the Worcester District Registry of Deeds.”

3. Article IV, Section 4.7 of the Trust is amended by inserting a new first sentence thereof as follows:

“As used herein, the term “fidelity bonds in blanket form” shall also refer to fidelity insurance coverage or a so-called “Directors and Officers” insurance policy and the Board of Trustees may procure the same for purposes of demonstrating compliance with this Section 4.7.”

4. Article IV, Section 4.8 is amended by deleting the language appearing therein in its entirety and replacing it as follows:

“Trustees shall receive no compensation for serving in the role of Trustee. In the event that a Trustee, with the approval of the Board of Trustees, expends personal financial resources on behalf of the Association, the same shall be reimbursed upon provision of a receipt documenting such expenditure and such reimbursement shall be a common expense of the condominium.”

*Handwritten initials:*  
EWS  
RFR  
JAB  
ag

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO DECLARATION OF TRUST**  
**PAGE -3-**

5. Article VI, Section 6.1, (xii), is amended by adding the following thereto:  

“with respect to the maintenance, repair or replacement thereof. In addition, the Board may cause improvements to be made in accord with M.G.L. c. 183A, Section 18.”
  
6. Article VI, Section 6.1, (xvii), is amended by deleting the second sentence thereof and replacing it as follows:  

“Fines shall be set in amounts as determined by the Board of Trustees from time-to-time and referenced in the Rules and Regulations. After notice to a Unit Owner, each day of a continuing violation shall constitute a separate offense.”
  
7. Article VI, Section 6.2, is amended by inserting the word “may” in front of the words “in the Trustee’s sole discretion”.
  
8. Article VI, Section 6.4.2 is amended by deleting the second, third, fourth and fifth sentences thereof and replacing them as follows:  

“The amount of each such annual and/or supplemental assessment shall be the personal liability of each Unit Owner (jointly and severally among the owners of each Unit) and a lien pursuant to M.G.L. c. 183A and, if not paid when due, or upon the expiration of such grace period as the Trustees may (but need not) designate, each such Unit Owner shall also be responsible for late fees as shall be determined by the Board of Trustees of time-to-time and referenced in the Rules and Regulations together with the cost of collection of such amounts, including attorneys’ fees. Such unpaid assessments together with any late fees and collection costs shall constitute a lien on the Unit pursuant to the applicable provisions of M.G.L. c. 183A. Any lien for unpaid common assessments or other charges on a Unit will have priority as determined by M.G.L. c. 183A.”

APF  
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af

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO DECLARATION OF TRUST**  
**PAGE -4-**

9. Article VI, Section 6.7.1 is amended by adding thereto, after the third sentence thereof, the following:

“The Units involved in a casualty loss shall share the Master Insurance Policy (the Association’s insurance policy) deductible and the insurance claim proceeds of the Master Insurance Policy claim in proportion to their damages as covered by the Master Policy. In the event that a loss is caused by the negligence or misconduct of a Unit Owner or their family, tenants, guests or invitees, said Unit Owner’s Unit shall be assessed the full amount of the Master Insurance Policy deductible.”

10. Article VI, Section 6.7.5 is amended by deleting the same in its entirety and replacing it as follows:

“All Unit Owners shall obtain and shall at all times keep in force, at the Unit Owner’s sole expense, a personal casualty loss policy on and for the Unit Owner’s unit covering the deductible amount (hereinafter defined as the “Master Policy Deductible”) associated with the master casualty policy maintained by the Association. In the event of a casualty causing damage to a unit or units, the owners of any affected unit shall be jointly and severally responsible for paying the deductible for any claims on the master casualty policy in proportion to their proportion of loss. The casualty policy to be obtained and kept in force by Unit Owners may take the form of an HO6, DP2, DP3, or similar insurance form or binder. The Board of Directors shall have exclusive authority, to be exercised from time to time at the sole discretion of the Board, to establish or modify the amount of the Master Policy Deductible, and to promulgate and enforce policy resolutions or rules associated with said deductible, the processing of insurance claims at the Condominium, the restoration of the Condominium property following a casualty loss, and any other matter related to the procurement, administration or resolution of insurance, insurance claims, or insurance matters affecting the Condominium.

RM  
RPP  
PJ  
AG

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO DECLARATION OF TRUST**  
**PAGE -5-**

All insurance required of Unit Owners shall, to the greatest extent practicable, contain the same waiver of subrogation provision as that set forth in this Trust. No policy obtained by a Unit Owner shall be written so as to decrease the coverage under, or available under any of the policies obtained by the Association. Each Unit Owner hereby assigns to the Board, to be used for the benefit of the Association, the proceeds of any casualty loss policy maintained or kept by the Unit Owner, such proceeds to be applied and used pursuant to the terms of the Declaration, the By-Laws and any rules or policy resolutions promulgated by the Board with respect to the procurement, administration or resolution of insurance, insurance claims, or insurance matters affecting the Condominium.

Each Unit Owner shall also obtain and maintain liability insurance with respect to his Ownership and/or use of his Unit.”

11. Article VI, Section 6.7.6 is amended by adding thereto the following:

“Each Unit Owner for his or her own benefit should also obtain and keep in force at all times, at the Unit Owner’s sole expense, a personal loss policy insuring all contents and personal property presently or hereinafter located in the Unit Owner’s unit or upon the Limited Common Area appurtenant to the Unit Owner’s unit. Such insurance should cover, without limitation, all floor coverings, appliances, and all other personal property not being covered by the Association’s master policy, and all improvements to the Unit Owner’s unit having a total value of One Thousand Dollars (\$1,000.00) or more and which are not reported to the Board as required above.”

EM  
RPF  
AS  
AS  
AS

**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO DECLARATION OF TRUST**  
**PAGE -6-**

12. Article VI, Section 6.8.2 is amended by deleting the first sentence thereof and replacing it as follows:

“There shall be an annual meeting of the Unit Owners on a date during April or May of each year as determined by the Trustees. Such annual meeting shall be set for a date, time and place as is reasonable and as determined by the Trustees and set forth in a written notice given by the Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated.”

13. Article VI, Section 6.8.2 is amended by replacing “seven (7) days” with “fourteen (14) days” in the last sentence thereof.

14. Article VI, Section 6.8.3 is amended by deleting the same in its entirety and replacing it as follows:

“Whenever at any meeting the Trustees propose to submit to the Unit Owners any matter with respect to which specific approval of, or action by, the Unit owners are required by law or this Trust, the notice of such meeting shall so state and reasonably specify such matter. Unit Owners present in person or by proxy entitled to more than twenty-five (25) percent of the beneficial interest of this Trust shall constitute a quorum at all meetings. Any action voted at a meeting shall require the vote, in person or by proxy, of more than twenty-five (25) percent of the beneficial interest in the Trust, except where the other provisions of this Trust or Chapter 183A requires a larger percentage.

Proxies for any meeting shall issue in a form and with instructions approved from time-to-time by the Trustees.”

15. Article VI, Section 6.9, C. is amended at sub-part (b) thereof, by adding the following thereto:

“Owners keeping pets with the permission of the Trustees shall be required to execute a Pet Agreement with the Trustees and shall be responsible for compliance with the terms thereof”

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**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO DECLARATION OF TRUST**  
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16. Article VI, Section 6.9 is amended by deleting the final sentence thereof and replacing it with the following:

“Unit Owners seeking approval shall provide the insurance certificate of any and all vendors being used as well as proof of any and all applicable licensure for any and all vendors. Any deviations from the approved plans shall be remedied at the expense of the unit owner applicant(s). In the event of a failure to remedy deviations from the approved plans, the Board of Trustees may seek injunctive relief requiring such remedial action and compliance with the approved plans and shall be entitled to recover from the unit owner applicant(s) all attorney fees, costs and other expenses associated with the deviation.”

17. Article X, Section 10.1.8 is amended by deleting the same in its entirety and replacing it as follows:

“Units shall not be leased or rented without the prior express, written approval of the Trustees being provided to the Unit Owner. All leases, rentals, or use and occupancy agreements for Units shall be in writing and shall be subject to the Master Deed, Declaration of Trust and any Rules and Regulations promulgated pursuant thereto as may be adopted from time to time as such documents presently exist or as may hereafter be amended. Unit owners shall provide copies of rental agreements to the Board of Trustees.

In no event shall the initial term of any lease, rental, or use and occupancy be for less than ninety (90) days in duration. No unit may be leased or rented more than three times in every one-year period. Any such lease, rental agreement, or occupancy agreement shall not be for transient, bed and breakfast, commercial or hotel purposes.

Each Unit Owner who leases, rents, or authorizes the use of his or her Unit shall be personally responsible and liable for the actions of his lessees, tenants, licensees, invitees and any other occupants or guests therein; and shall, at the request of the Condominium Trustees, cause any lessee, tenant, licensee, invitee, guest or other occupant to immediately vacate the Unit should any such person become or cause a nuisance, be disruptive or,

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otherwise, interfere (in the good judgment of the Condominium Trustees) with the beneficial use and enjoyment by any Unit Owner their Unit and the Common Areas and Facilities.

Each Unit Owner who leases, rents, or licenses the use of his or her Unit hereby agrees to indemnify, defend and to hold harmless, jointly and severally, the Condominium Trustees and all other Unit Owners and their respective agents and employees from and against all loss, liability, damage and expenses, including court costs and attorney's fees, on account of:

- (i) Any damage or injury, actual or claimed, to persons or property Caused by any of his licensees, tenants, lessees, or any other Occupants or guests of his or her Unit claiming by, through, or Under such person; or
- (ii) Any legal action, including court enforcement proceedings taken By a Unit Owner of the Condominium Trustees against such Unit Owner or his lessees, tenants, licensees, or other guests or occupants to enforce the provisions of this subparagraph; provided, however, that the restrictions of this subparagraph shall not apply to an institutional first mortgage lender in possession of a Unit following a default by a Unit Owner in his mortgage or holding title to a Unit by virtue of a mortgage foreclosure proceeding or deed or other agreement in lieu of foreclosure.”

18. Article X, Section 10.2.1, at sub-part (b), is amended by adding thereto the following:

“except as may be required pursuant to M.G.L. c. 183A.”

Any language of the Master Deed and Declaration of Trust which must be altered to render the Master Deed and Declaration of Trust consistent with this Amendment shall be interpreted to be so altered. All other provisions of the Master Deed and Declaration of Trust shall remain in full force and effect.

Handwritten initials and signatures in the bottom right corner, including "EM", "AB", and a large signature.

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The undersigned, being the present duly-appointed members of the Board of Trustees of the Eastern Point Condominium do hereby certify, attest and swear under pains and penalties of perjury that: 1) each Trustee is not a minor and is competent to attest to the facts associated with the passage of this Amendment and the execution of this document; 2) this Amendment to the Declaration of Trust was assented to by owners of units to which at least 75% of the beneficial interest of the Association is allocated; and 3) in accord with M.G.L. Chapter 183A, §23, necessary mortgage holders have either assented to this Amendment or failed to respond to notice thereof, all as evidenced by our statement herein and execution hereof.

WITNESS our hands and seals this 9 day of January, ~~2020~~ 2023

*DMM  
Jan 9, 2023*

Board of Trustees of the Eastern Point Condominium:

*John Shea*

John Shea, as Trustee

COMMONWEALTH OF MASSACHUSETTS

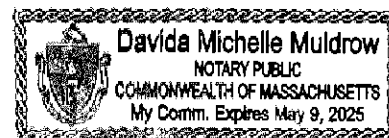
Worcester, ss.

January 9, ~~2020~~ 2023


On this 9 day of January, ~~2020~~ 2023, before me, the undersigned notary public, personally appeared John Shea, proved to me through satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Eastern Point Condominium.

*DMM  
Jan 9, 2023*

*David Michelle Muldrow*  
Notary Public  
My Commission Expires: May 9, 2025



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**AMENDMENT TO DECLARATION OF TRUST**  
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\_\_\_\_\_  
ANDREW ZIMMERN, as Trustee

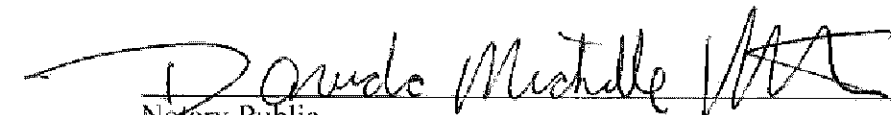
COMMONWEALTH OF MASSACHUSETTS

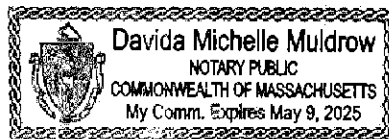
Worcester, ss.

*Dim 9, 2023*  
*Jan*

January 9, 2020 *2023*

On this 9 day of January, *2023* ~~2020~~, before me, the undersigned notary public, personally appeared ANDREW ZIMMERN, proved to me through satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Eastern Point Condominium.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: May 9, 2025



**EASTERN POINT CONDOMINIUM**  
**AMENDMENT TO DECLARATION OF TRUST**  
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Edward C. Murphy  
as Trustee  
EDWARD C. MURPHY

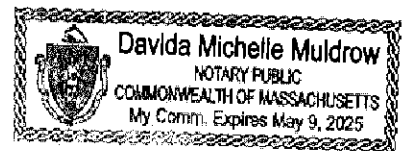
COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

Jan DMN 9/2023  
2023  
January 9, 2020 2023  
DMN J 9, 2022

On this 9 day of January, 2020, before me, the undersigned notary public, personally appeared EDWARD C. MURPHY, proved to me through satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Eastern Point Condominium.

Davida Michelle Muldrow  
Notary Public  
My Commission Expires: May 9 2025



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Andrea Granito  
Andrea Granito as Trustee

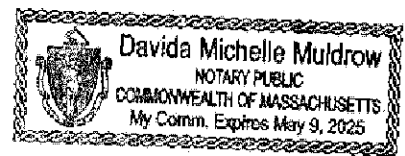
COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.


<sup>DMM</sup> Jan 9, 2023 January 9, 2020 ~~2020~~ <sup>DMM</sup> Jan 9, 2023

On this 9 day of January, 2020, before me, the undersigned notary public, personally appeared Andrea Granito, proved to me through satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Eastern Point Condominium.

Davida Michelle Muldrow  
Notary Public  
My Commission Expires: May 9, 2025



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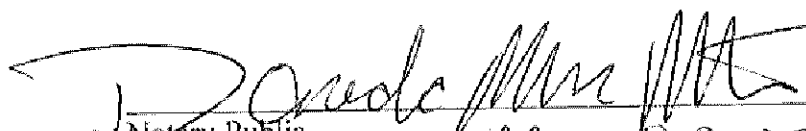
  
\_\_\_\_\_  
Ryan Foley, as Trustee

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

<sup>DM</sup> Jan 9, 2023  
January 9, 2020  
<sup>DM</sup> Jan 9, 2023

On this 9 day of January, 2020, before me, the undersigned notary public, personally appeared Ryan Foley, proved to me through satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Eastern Point Condominium.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: May 9, 2025

