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THIS SPACE RESERVED FOR REGISTRY OF DEEDS

DECLARATION OF TRUST OF

BROOKSMONT CONDOMINIUM TRUST

THIS DECLARATION OF TRUST made this 8th day of November, 2017 by Pulte Homes of New England LLC, a Michigan limited liability company registered to do business in Massachusetts with an office at 115 Flanders Road, Suite 200, Westborough, Massachusetts 01581, (hereinafter called the "Trustee" or "Trustees"), which term and any pronoun referring thereto shall be deemed to include any successors in trust hereunder and to mean the trustees for the time being hereunder wherever the context so permits.

ARTICLE I - Name of Trust

The Trust created hereby shall be known as: BROOKSMONT CONDOMINIUM TRUST and shall have a mailing address of c/o Pulte Homes of New England LLC, 115 Flanders Road, Suite 200, Westborough, Massachusetts 01581

ARTICLE II - The Trust and Its Purposes

2.1 General Purposes. This Trust is created as the organization of unit owners (hereinafter the "Owners" or "Unit Owners") as required by the provisions of Chapter 183A, as amended, of the Massachusetts General Laws (hereinafter "Chapter 183A") for the purpose of managing BROOKSMONT CONDOMINIUM, a condominium ("Condominium") established by the Master Deed (hereinafter "Master Deed") executed by Pulte Homes of New England LLC (hereinafter the "Declarant", which term shall also include all persons or entities which may succeed to the Declarant's position as developer of the Condominium in accordance with the definition of Declarant contained in paragraph 18 of the Master Deed), dated the same date as the date of this Trust and recorded herewith. The Units are intended to be used only for residential dwelling purposes.

2.2 Definitions. Unless the context otherwise requires, the words defined in the Master Deed and the definitions contained in Section 1 of Chapter 183A shall be applicable to this Trust.

2.3 Trust and Not Partnership. It is hereby expressly declared that a trust and not a partnership or corporation is hereby created, and that the Unit Owners are beneficiaries and not partners or associates between or among themselves with respect to the trust property, and hold no relation to the Trustees other than as beneficiaries hereunder.

Johnson & Borenstein, LLC
Attorneys at Law
12 Chestnut St.
Andover, MA 01810-3706

2.4 Property Held in Trust. All property, real and personal, tangible and intangible, conveyed to or held hereunder by the Trustees shall vest in the Trustees, in trust, to manage, administer and dispose of the same, (exclusive of the disposition of common areas and facilities) and to receive and/or distribute the income and/or principal thereof for the benefit of the Owners from time to time of the Units of the Condominium. The beneficial interest of each Unit Owner is set forth in Exhibit B of the Master Deed, which interest is equal to the percentage undivided interest of each Owner's Unit in the Common Areas and Facilities of the Condominium, as said Master Deed may be amended from time to time.

ARTICLE III - The Trustees

3.1 Number of Trustees, Term of Office, Vacancies. There shall be at all times five (5) Trustees or such other number as the Unit Owners may determine (but in any event an odd number), from time to time by vote of the unit owners holding not less than 51% of the total voting power (defined in 4.3 below); provided, however, that until the "Transition Event", as hereinafter defined (the "Transition Event"), the number of Trustees shall be the Declarant. As of the date hereof, there shall be one Trustee; the Trustee is the Declarant (the "Original Trustee"). Upon the occurrence of the "Transition Event", which shall be no later than the earlier of the following events: (i) One Hundred Twenty (120) days after the last unit in the condo has been conveyed to one or more Unit purchasers; or (ii) fifteen (15) years following conveyance of the first Unit, the term of office of the original Trustee or their successors designated by the Declarant, shall be deemed vacant so as to permit such vacancies to be filled in the manner hereinafter set forth. Notwithstanding the foregoing, in the event the then-current guidelines of the Federal Home Loan Mortgage Corporation (FHLMC), the Federal Housing Administration ("FHA") and/or the Federal National Mortgage Association (FNMA) for multiple phase projects are revised or interpreted to allow the Transition Event to occur earlier or later then the dates set forth above or if the Transition Language is deemed to not be in compliance with the Federal Home Loan Mortgage Corporation (FHLMC), the Federal Housing Administration ("FHA") and/or the Federal National Mortgage Association (FNMA) for multiple phase projects, the Declarant shall have the right to amend this Trust to provide for earlier or later dates by written instrument signed by Declarant. Until such vacancies have been filled, or until the expiration of a period of thirty (30) days after the occurrence of the Transition Event, whichever shall first occur, the Original Trustee may continue to act hereunder. The term of office of the Trustees elected or appointed to fill the vacancies of the Original Trustee or the successors to the original Trustees designated by the Declarant shall be for the period until the annual meeting of the Unit Owners immediately succeeding their election or appointment and until their successors have been elected or appointed and qualified. Following the first election, the two (2) Trustees with the highest number of votes will serve for three (3) years, the two (2) Trustees with the next highest number of votes shall serve for two (2) years, and the other Trustee(s) shall serve for a one year term, subject to the requirements of paragraph 3.2. Thereafter, the term of office for each Trustee shall be for a period of three (3) years.

3.2 Election of Trustees. Trustees shall be elected at a duly constituted meeting of the association of Unit Owners (the "Unit Owners' Association") at which a quorum is present, by a vote of Owners holding not less than fifty-one (51%) percent of the total voting power hereunder, by written vote cast in person, by proxy or by written statement delivered by hand or by U.S. mail, with those candidates obtaining the most votes winning the vacant seats. Each person elected to serve as Trustee who wishes to so serve shall promptly file with the Secretary of the Trust his written acceptance of election, and upon receipt of such acceptance, the Secretary shall sign and record with the Registry a Certificate of Election setting forth the names of the new Trustees and reciting that they have been duly elected by the requisite vote of the Unit Owners and have filed their written Acceptance of Election with the Secretary. In this Trust, the meaning of "Registry of Deeds" shall be limited to the Middlesex County (Southern District) Registry of Deeds.

3.3 Vacancies. Following the Transition Event, if and whenever the number of Trustees falls below five (5) (or such other odd number as determined by the Unit Owners as provided in paragraph 3.1 above), a vacancy shall be deemed to exist, and the remaining Trustee or Trustees shall appoint a Trustee to fill the vacancy until the next Annual Meeting, at which time the Unit Owners shall elect a Successor Trustee to serve out the remainder of the original term. Each appointment to fill a vacancy, other than by court proceeding as hereinafter provided, shall become effective upon recording with the Registry of an instrument in writing signed by such successor and by a majority of the Trustees and acknowledged by such successor and by at least one of said Trustees. Any appointment by such court proceeding shall become effective upon recording with said Registry, of a certified copy of such decree and of the acceptance of such appointment subscribed and sworn to by the successor so appointed. If for any reason any successor shall not be so designated within sixty (60) days after the vacancy in office occurs, 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 upon notice to all Unit Owners and Trustees and to such others as the court may direct. Notwithstanding the foregoing provisions of this Section, the remaining or surviving Trustees shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees and any person appointed as a successor Trustee as hereinbefore provided shall be vested with the title to the trust property jointly with the remaining or surviving Trustee or Trustees without the necessity of any act or transfer or conveyance.

3.4 Quorum and Action by Majority. Prior to the Transition Event, in all matters relating to the administration of the Trust hereunder and the powers hereby conferred, the Original Trustee shall have the full power and authority to act and shall alone constitute a majority for the purposes of this Trust. After the Transition Event, the Trustees may act by a majority vote at any duly called meeting at which a quorum is present, and a quorum shall consist of a majority of the Trustees but no less than two (2). The Trustees may, without a meeting, transact any business that they are authorized to transact at a meeting, provided that the Trustees unanimously assent in writing to the decisions of the Trustees concerning such business by signing the official record of said decisions to be filed with the records of the Trustees. Any action so taken shall have the same force and effect as though taken at a duly called and held meeting of the Trustees.

3.5 No Bond by Trustees. No Trustee elected or appointed as hereinbefore provided, whether as original or Successor Trustee, shall be obligated to give any bond or surety or other security for the performance of his duties hereunder; provided, however, that Owners holding at least fifty-one (51%) percent of the voting power hereunder may at any time, by notice in writing signed by them and delivered to the Trustee or Trustees affected thereby, require that any one or more of the Trustees shall give bond in such amount and with such sureties as shall be specified in such notice; and provided further that any Trustee or other person who is vested with authority or responsibility for handling funds belonging to or administered by the Trust shall be covered by a fidelity bond conforming to the requirements of Section 5.6.1(d) hereof. All expenses incident to any such bond shall be charged as a common expense of the Condominium. Notwithstanding the foregoing, the Declarant shall not be required to give any bond or surety.

3.6 Resignation and Removal of Trustee. Any Trustee may resign by notice in writing given to the Secretary of the Trust, who shall in turn transmit written notice of such resignation to each of the other Trustees. Such written resignation shall be recorded by the Secretary of the Trust at the Registry.

After expiration of the Term of the Original Trustee, but not prior thereto, after reasonable notice and an opportunity to be heard, any Trustee except the Declarant may be removed from office with or without cause relating to the performance (or the non-performance), as the case may be, of his or her duties as a Trustee by vote of Unit Owners holding at least fifty-one (51%) percent of the voting power hereunder, which vote shall be cast at any Annual or Special Meeting of the Unit Owners, the notice of which shall specify that the removal shall be voted upon thereafter.

Under no circumstances may the Declarant be involuntarily removed as Trustee.

3.7 Compensation of Trustees. No Trustees shall receive compensation for his services, except that, by a vote of a majority of the other Trustees, a Trustee may be reimbursed for his or her out-of-pocket expenditures associated with Trust business.

3.8 No Liability If In Good Faith. No Trustee shall be personally liable or accountable out of her or his personal assets by reason of any action taken, suffered or omitted in good faith, or for allowing one or more of the other Trustees to have possession of the Trust books or property, or by reason of honest errors of judgment, mistakes of fact or law, the existence of any personal or adverse interest, or by reason of anything except her or his own willful malfeasance or default.

3.9 Dealing with Trust Not Prohibited. No Trustee or Unit Owner shall be disqualified by their office from contracting or dealing directly or indirectly with the Trustees or with one or more Unit Owners, nor shall any such dealing, contract or arrangement entered into in respect to this Trust, in which any Trustee or Unit Owner shall be in any way interested, be avoided, nor shall any Trustee or Unit Owner so dealing or contracting being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relation hereby established, or by reason of such Unit Owners status, provided the Trustee or Unit Owner shall act in good faith and shall disclose the nature of his or her interest before the dealing, contract or arrangement is entered into.

3.10 Indemnity. The Trustees, and each of them, shall be entitled to indemnity both out of the Trust Property and by the Unit Owners against any liability incurred by them or any of them in the execution hereof, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties, and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for his or her share of the common expenses of the Condominium and for his or her proportionate share of any claims involving the trust property in excess thereof, all as provided in Section 6 and 13 of Chapter 183A. Nothing contained in this paragraph shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument.

ARTICLE IV - Beneficiaries and Beneficial Interest

4.1 Percentage Interest. The beneficiaries shall be the Unit Owners of the Condominium from time to time. The beneficial interest in the trust hereunder shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units as set forth in Exhibit B of the Master Deed or as said Exhibit B may be amended pursuant to paragraph 16 of the Master Deed.

4.2 Persons to Vote as Unit Owners. The voting power of each Unit of the Condominium shall be held as a unit and shall not be divided among the several owners of any such Unit. To that end, whenever any of said Units is owned of record by more than one person, the several owners of such Unit shall determine and designate which one of such owners or other person shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder, and it may be conclusively presumed that any Unit Owner attending any meeting or casting any vote has obtained such authorization unless an objection has been filed with the Trustees prior to or at such meeting or vote.

Any such vote may be made pursuant to a proxy executed for that purpose which proxy must identify the name(s) of the unit owner(s), the unit identification, and the meeting(s) at which such proxy may be exercised. Any such proxy shall be signed by all the owners of the unit and such signature(s) shall be witnessed by a non-interested party.

4.3 Voting Power of the Unit Owners. Each Unit Owner, including the Declarant, shall have voting power equal to that percentage interest appurtenant to his Unit, as shown on the most recent Exhibit B to the Master Deed or any Amendments thereto. In addition, and notwithstanding any other provisions of this Trust and the By-Laws contained herein to the contrary, since the Condominium is a phased condominium, with the Declarant having the reserved right and easement to construct and add additional phases and grant any access easements as set forth in paragraph 16 of the Master Deed, the Declarant shall have the right to exercise such voting power as an Owner which shall, in each instance constitute a majority of any vote taken by the Owners, subject to the expiration of said right and easement to construct and add additional phases as set forth in said paragraph 16. Therefore, the words "total voting power of the Owners" as used in the Master Deed and this Trust shall be equal to the sum of the voting power held by the Owners (including the Declarant) of the Units then included in the Condominium, taking into account the provisions of the prior sentence. Provided, however, that notwithstanding the foregoing, at such time as the Original Trustee shall resign, as is provided in Article III, Section 3.1 hereof, the voting power of the Owners shall be limited to that held by those Owners (including the Declarant with respect to Units owned by the Declarant) of Units included in the condominium, and no voting power may be exercised by the Declarant with respect to Units not then included in the Condominium. The express intent of the voting power as is herein set forth is to allow for the Owners to have a proportionate voice in the management and regulation of the Condominium through this Trust, as the Owners organization, taking into due account the necessity for retention of control by the Declarant during the period of future development of the Condominium as a phased condominium.

ARTICLE V - By-Laws

The provisions of this ARTICLE V shall constitute the By-Laws (the "By-Laws") of this Trust and the Unit Owners' Association established hereby.

5.1 Powers and Duties of the Trustees. The Board of Trustees shall have the powers and duties specifically conferred upon them by Chapter 183A, the Master Deed and these By-Laws, and all other powers and duties necessary for the administration of the affairs of the Condominium (except as otherwise provided by law, the Master Deed or these By-Laws), including, without limiting the generality of the foregoing, the following powers and duties:

5.1.1 To appoint and remove at pleasure all officers, agents and employees of the Trust, prescribe their duties, fix their compensation, and require of them such security or fidelity bond(s) as they may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Unit Owner or Trustee in any capacity whatsoever.

5.1.2 To establish, levy and assess, and collect general and special assessments for common expenses referred to in Section 5.5 hereof. The Trustees shall have the duty to take such action as they may deem reasonably required under the circumstances to collect from Unit Owners who fail to pay such assessments within thirty (30) days of the due date or within such shorter period of time as may be determined by the Trustees, including without thereby limiting the generality of the foregoing, the commencement of legal action. Assessments for common expenses shall commence for each unit on the date the unit is added to the condominium by the recording of the Master Deed or a subsequent Phasing Amendment.

5.1.3 To do all things necessary to operate, maintain, repair, improve, replace, alter and otherwise administer and care for sidewalks, roadways, the Common Areas and Facilities (including the Scenic Overlook, the Community Gardens, and the Conservation Restriction Area), and certain Limited Common Areas and Facilities, including without limitation, maintaining, operating, repairing, improving, replacing as necessary, and otherwise managing the Wastewater Treatment and Disposal System (the "Wastewater Disposal System") and any and all pipes and facilities relating thereto in accordance with the Site Plan and Special Permit Certificate of Action (the "Special Permit") and the Holliston Board of Health Approval (the "BOH Approval") and maintaining the storm water conveyance and maintenance facilities in accordance with the Operation and Maintenance Plan (the "O&M") and, to the extent provided in the Master Deed and these By-Laws, maintain, repair and care for the Units.

5.1.4 To obtain all policies of insurance required by these By-Laws and such other insurance as may be required by law or as the Trustees may from time to time determine.

5.1.5 To obtain any legal, architectural, accounting, administrative and other services deemed advisable by the Trustees, including the services of a manager and any other personnel, to whom the Trustees, except to the extent limited by Chapter 183A, the Master Deed, or these By-Laws, (including this Section 5.1), may delegate certain of its powers and duties. The Trustees shall be entitled to rely upon the advice and counsel of attorneys, architects, accountants and other advisors hired by them and shall be protected in so doing.

5.1.6 To adopt, amend, modify and rescind from time to time and enforce rules and regulations (the "Condominium Rules") governing the use of the Condominium and the personal conduct of the Unit Owners and their families, tenants and guests thereon.

5.1.7 To cause to be kept a complete record of all its acts and the affairs of the Trust and to present a statement thereof to any Unit Owner when requested.

5.1.8 To purchase, or otherwise acquire title to or an interest in, sell, and otherwise maintain, manage, hold, use, and encumber and dispose of any property, real or personal, tangible or intangible, in the course of their administration and management of the Condominium; provided that, except in the event of condemnation or substantial loss to the Units and/or the Common Areas and Facilities subject to the provisions of Sections 5.7.1 (b) hereof, the Trustees may not by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any part or all of the Common Areas and Facilities, without the prior authorization of Unit Owners holding at least sixty seven percent (67%) of the total voting power of the Unit Owners hereunder, or such higher percentage as required pursuant to the Condominium Act. Notwithstanding the foregoing, the Trustees may grant utility rights and easements and/or rights and easements for other public purposes consistent with the intended use of the Common Areas and Facilities, the easements referred to in Sections 5.1.13 and 5.1.14.

5.1.9 To open and maintain bank accounts, and to authorize the drawing of checks and other financial instruments, and to keep a full and complete record of all financial transactions for mortgagees of the Units and to prepare periodic financial reports and accountings as may be reasonably required by the Unit Owners.

5.1.10 To purchase in its own name or the name of a nominee one or more Units in the Condominium at any public or private sale upon such terms and conditions as the Trustees may deem desirable, provided the Trustees obtain the prior authorization of the Owners for any such purchase pursuant to Section 5.26 hereof (prior authorization is not required for condominium lien foreclosures); and to sell, lease, mortgage and otherwise maintain, manage, hold, encumber and dispose of such Units, upon such terms and conditions as the Trustees shall deem appropriate.

5.1.11 To borrow or in any other manner raise such sum or sums of money or other property as it shall deem advisable in any manner and on any terms, and to evidence the same by notes, bonds, securities or other evidence of indebtedness, which may mature at a time or times, and subject to any limitations imposed by law, the Master Deed or these By-Laws, to execute and deliver any mortgage, pledge, or other instrument to secure any such borrowing; provided, however, that the Trustees shall have no authority to bind the Unit Owners personally.

5.1.12 To grant any and all easements, permits, licenses, conservation restrictions or other rights necessary for accessing the property to the extent required.

5.1.13 To grant easements and rights with respect to utilities to be installed in, upon, under or over the Common Areas and Facilities and to enter into such agreements and undertakings as shall be necessary therefore, and to grant the same rights to any owner of contiguous land, provided that such grants do not materially adversely interfere with the intended use of the Units.

5.1.14 To approve the location and relocation of easements and rights for utilities which have been installed in, upon, under or over the Common Areas and Facilities, and to execute, acknowledge and record such instruments and plans identifying such easements as the Trustees deem necessary or desirable.

5.1.15 To, acting as a Design Review Committee, established pursuant to Section 5.10 hereof, review and approve (a) certain modifications to the Building(s) as referred to in the Master Deed; or (b) any other construction, modification or decoration activities with respect to a Unit, which involve or impact the Common Areas or Facilities and/or over which the Trustees may specifically have review and approval authority under the provisions of the Master Deed and this Condominium Trust.

5.1.16 To enforce obligations of the Owners, allocating income and expenses and doing anything and everything else necessary and proper for the sound management of the Condominium. The Trustees shall have the power to levy fines against Owners for violations of the provisions of the Master Deed, this Trust, the By-Laws and Rules and Regulations hereto. The Trustees shall give notice to any Owner of a violation of any rule or regulation prior to fining said Owner. The Trustees have the right to set and levy fines.

Such fines may accumulate daily until the violation ceases. Collection of fines may be enforced against the Owner or Owners involved as if the fines were Common Expenses owed by the particular Owner or Owners.

5.1.17 To sign, seal, acknowledge, deliver and record in any one or more public offices or places of recording all such instruments and documents as the Trustees shall deem necessary or desirable in the exercise of their powers and the discharge of their duties, and all documents necessary to acknowledge payment by the Unit owners of their fees pursuant to this Trust in accordance with M.G.L. c. 183A, Section 6(d), as amended (referred to as "6(d) Certificates").

5.1.18 To take such steps, including the expenditure of funds, to protect and preserve the Common Areas and Facilities of the Condominium.

5.1.19 Conducting litigation as to any course of action involving the Common Areas and Facilities or arising out of the enforcement of the By-Laws, Rules and Regulations, and Master Deed, and this Trust. Notwithstanding any provision of the Master Deed, or the Declaration of Trust of the Condominium Trust, or the By-Laws or the Rules and Regulations to the contrary, neither the Trustees acting in their capacity as such Trustees or acting as representatives of the Unit Owners, nor any class of Unit Owners shall bring any litigation whatsoever unless a copy of the proposed complaint in such litigation has been delivered to all of the Unit Owners, and not less than eighty (80%) percent of all Unit Owners consent in writing to the bringing of such litigation within sixty (60) days after a copy of such complaint has been delivered to the Unit Owners and specifying as a part of the written consent a specific monetary limitation to be paid as legal fees and costs and expenses to be incurred in connection therewith, which amount shall be separately assessed as a special assessment effective forthwith at the time of said affirmative consent. Notwithstanding any provisions of the Master Deed, or of the Declaration of Trust of the Condominium Trust, or the By-Laws or the Rules and Regulations, the provisions of this Section 5.1.20 shall not be amended except by vote of at least eighty (80%) percent of Unit Owners. The provisions of this Section 5.1.20 shall not apply to (a) litigation by the Condominium Trust against Unit owners with respect to the recovery of overdue Common Expenses, Special Assessments, or to foreclose the lien provided by Section 6 of the Chapter 183A or to enforce any of the provisions of the Master Deed, or the Declaration of Trust of the Condominium Trust, or the By-Laws or Rules and Regulations thereto, or the Unit deed, against Unit Owners and (b) litigation conducted while Declarant is Trustee.

5.1.20 To take all steps necessary to comply with the requirements of all permits and approvals.

5.1.21 Notwithstanding any provision of this Trust or these By-Laws to the contrary, the Trustees shall not take any action that would be in violation of the Special Permit, the Conservation Restriction affecting a portion of the property shown as "Open Space" on the Site Plan (hereinafter referred to as the "Conservation Restriction Area") to be recorded in accordance with the terms of the Special Permit (the "Conservation Restriction") or the affordable unit provisions of the Regulatory Agreement recorded with the Registry.

5.1.22 Notwithstanding any provisions of this Trust and By-Laws to the contrary, the Trustees may not delegate to any manager or managing agent for the Condominium any of the following powers and duties:

(a) The power to appoint the officers of the Trust.

(b) The power to establish, levy and assess the assessments or charges for common expenses or special assessments.

(c) The power to adopt, revise, modify and rescind the Condominium rules and regulations.

(d) The powers and duties described in Sections 5.1.8, 5.1.9, to the extent that the Trustees must sign all checks drawn on any bank account into which reserve fees are deposited, (but the Trustees may authorize the manager or managing agent to sign all other types of checks on behalf of the Trustees and, subject to the requirements of Chapter 183A, may permit the managing agent to sign checks drawn on reserve accounts provided there is a written agreement between the Trust and the managing agent authorizing the managing agent to do so) 5.1.10, 5.1.11, 5.1.12, 5.1.13, 5.1.14, 5.1.15, 5.1.16 and 5.1.17 (except for the execution of "6(d) Certificates") above.

5.2 Reserves and Working Capital.

5.2.1 The Trustees shall be required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas and Facilities which the Trust is obligated to maintain. The fund shall be maintained out of regular assessments for common expenses, but shall be deposited in an account separate and segregated from operating funds. Additionally, an initial replacement reserve equal to one (1) month's estimated common charge for each unit must be collected and transferred to the Trust at the time of the initial sale of each Unit from the Declarant to the Unit Owner.

5.2.2 Additionally, a working capital fund assessment shall be collected equal to at least three (3) month's estimated common charges for each Unit. Each Unit's share of the working capital assessment must be collected and transferred to the Trust at the time of the initial sale of each Unit from the Declarant to the Unit Owner for the use and the benefit of the Trust. Amounts paid into the working capital fund shall not be considered as advance payment of regular assessments. The purpose of the working capital assessment is to ensure that there will be cash available to meet regular budgeted or unbudgeted operating expenditures or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Working capital assessments shall be deposited into the operating account and can be used in the same manner as regular operating funds.

5.2.3 If there are any residual working capital funds remaining after the Transition event, the Trustees may apply any residue of funds to the reserve account, an operating reserve account or return the funds to the owners as they see fit.

5.3 Maintenance and Repair of Units and certain Limited Common Areas.

5.3.1 Each Unit Owner shall be responsible for the proper maintenance, repair and replacement of his Unit, and the Limited Common Area appurtenant thereto identified as the Unit Owner's responsibility in paragraph 7 of the Master Deed, and the maintenance, repair and replacement of utility fixtures serving the same which are not part of the Common Areas and Facilities, including, without limitation: interior walls, ceiling and floors; windows, window glass, and window frame, including screens and storm windows, if any; window trim; screened-in porches; doors; door glass; door frames and door trim; garage doors & tracks & hardware, plumbing and sanitary waste fixtures and fixtures for water and other utilities; water heaters; sump pumps and radon vents and fans (if any); electrical service panel and electrical fixtures and outlets; heating and air conditioning equipment, if any; and all wires, pipes, drains and conduits for water, electrical power and light, telephone, cable, television and other utility services which are contained in and serve such Unit solely, as well as any improvements made by an Owner to his Unit or, if allowed, to his Limited Common Area which may be specifically designated by the Declarant as the responsibility of the Owner to maintain and repair in any amendment to the Master Deed adding future phase(s) to the Condominium pursuant to the provisions of paragraph 16 of the Master Deed. Each Unit Owner shall be responsible for all damages for maintenance, repair and/or replacement obligations hereunder.

5.3.2 If the Trustees shall, at any time in their reasonable judgment, determine that a Unit is in such need of maintenance or repair that the market value of one or more other Units is being adversely affected or that the condition of a Unit or any fixtures, furnishing, 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 whose Unit is in need of work and to enter upon and have access to such Unit for such purpose; and the cost of such work as is reasonably necessary therefore shall constitute a lien upon such Unit and the Unit Owner thereof shall be personally liable therefore.

5.4 Maintenance, Repair and Replacement of Common Areas and Facilities, Limited Common Areas, and Assessments of Common Expenses. The Trustees shall be responsible for the proper operation, maintenance, repair and replacement of the Common Areas and Facilities of the Condominium, including but not limited to the Conservation Restriction Area. In addition, the Trustees shall be responsible for the proper maintenance of the certain Limited Common Areas but only to the extent specifically provided in the Master Deed.

5.5 Common Expenses, Profits and Funds. The Unit Owners shall be liable for common expenses and entitled to common profits of the Condominium in proportion to their respective percentage of beneficial interest as set forth in Exhibit B of the Master Deed, provided, however, that each Unit Owner shall be solely responsible to any utility companies for the cost of utility services billed or assessed in connection with the furnishing of utilities to her or his Unit which are separately metered. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Common Expenses of BROOKSMONT CONDOMINIUM TRUST shall include all expenses and charges relating to the maintenance repair and replacement of Common Areas and Facilities, which are the responsibilities of the Trust, as well as any fines and penalties assessed against the Trust by public agencies for violations of applicable statutes and regulations related to the common areas and facilities. Such Common Expenses shall include maintenance and repair of internal roadways, the Scenic Overlook, the Community Gardens, water/sewer pump stations, if any, walking trails or sidewalks, and the Wastewater Disposal System including all pipes, conduits, reserve fields and other facilities related thereto and the storm water management system for the community, including all detention ponds, detention basins, catch basins, etc.

5.5.1 At least thirty (30) days prior to the commencement of each fiscal year of this Trust (and within thirty (30) days after the recording hereof with respect to the portion of a fiscal year then remaining), the Trustees shall estimate the common expenses expected to be incurred during such fiscal year together with a reasonable provision for contingencies and reserves, and, after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessments according to their respective percentages of the undivided interest in the Common Areas and Facilities (as set forth in said Exhibit B), and such statements shall be due and payable in one-twelfth (1/12) installments on the first day of each month. If a Unit Owner is in default in the payment of an assessment for a period of more than sixty (60) days, the Trustees may accelerate any remaining installments of the assessment for the fiscal year. In the event that the Trustees determine during a fiscal year that the assessment so made is less than the common expenses actually incurred, or, in the reasonable opinion of the Trustees, likely to be incurred, they shall make a supplemental assessment or assessments and render statements for such assessments in the same manner as is done for annual assessments. The amount of each such payment, together with interest thereon, shall if not paid when due, accrue at the rate of eighteen percent (18%) per annum or such lesser rate of interest as shall then be the maximum rate permitted by law, and shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to the provisions of Section 6 of Chapter 183A. Failure of the Trustee to formally adopt a new budget shall be deemed a re-adoption of the previous year's budget.

5.5.2 Each Unit Owner shall be personally liable for those common expenses assessed against his or her Unit which are due and payable during her or his period of ownership. No Unit Owner shall be liable for the payment of any part of the common expenses assessed against his or her Unit which become due and payable subsequent to a sale, transfer or other conveyance of such Unit. Any Unit Owner may, subject to the terms and conditions specified in these By-Laws, and subject to the approval of the Trustees in their sole discretion, provided that her or his Unit is free and clear of liens and encumbrances other than the statutory lien for unpaid common expenses, convey his or her Unit to the Trustees and, in such event, be exempt from common expenses thereafter becoming due. A purchaser of a Unit shall be personally liable for the payment of common expenses assessed and due, but unpaid, on account of such Unit prior to its acquisition by her or him, except that (a) a purchaser of a Unit at the foreclosure sale or (b) any first mortgagee who comes into possession of a Unit pursuant to the remedies provided in the mortgage or by virtue of foreclosing the mortgage or taking a Deed (or Assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid common expense assessments against the Unit which accrue prior to the time such purchaser or mortgagee comes into possession or takes title to the Unit, except as otherwise provided under Section 6 of Chapter 183A as it may be amended from time to time.

5.5.3 In the event of default by any Unit Owner in paying to the Trustees their common expenses, such Unit Owner shall be obligated to pay all expenses, including attorneys' fees and court costs, incurred by the Trustees in proceedings brought to collect such unpaid common expenses. The Trustees shall have the right and duty to attempt to recover such common expenses, together with interest thereon, and the expenses of the proceeding, including attorney's fees, in an action brought against such Unit Owner, or by foreclosure of the lien on such Unit as provided in Section 6 of Chapter 183A.

5.5.4 After a successful action brought by the Trustees to foreclose a lien on a Unit because of unpaid common expenses, a Unit Owner, allowed by the Trustees to remain in the Unit for a period of time, may, at the option of the Trustees, and after entry of a judgment of foreclosure, be required to pay rental for the use of the Unit subject to 5.26. The Trustees, acting on behalf of all Unit Owners, shall have power to purchase such Unit, together with its appurtenant interest, at the foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the vote appurtenant thereto), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

5.5.5 The Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by the provisions of Chapter 183A.

5.5.6 Within ten (10) business days after receiving appropriate request from a Unit Owner, a purchaser of a Unit under a written contract of sale therefore, or a Unit Mortgagee, addressed to the Trustees and payment of a reasonable fee, the Trustees shall supply a certificate in recordable form stating the amount of any unpaid assessments (including interest due thereon and costs of collection associated therewith) for common expenses against the Unit. Upon the recording at the Registry of such certificate signed either by the Secretary of the Trust, by a majority of the Trustees who then appear to be serving according to the records of said Registry, or by a designee appointed by the Trustees to sign such certificates, provided such appointment is recorded at the Registry, the Unit involved shall be discharged from any lien for unpaid common expenses which do not appear in said certificate. During the term of the original Trustee, such certificate shall be valid if signed by one Trustee or his duly appointed designee.

5.5.7 <u>Summary</u>. All Owners of Units in the Condominium shall be obligated to pay Common Expenses as set forth in Section 5.5 through 5.5.6 hereof, including, without limitation, insurance and various reserves as set forth hereinabove. The Trustees of the Condominium Trust shall have all of the rights and remedies (specifically including but not limited to the so-called "superlien") to collect Common Expenses as set forth in Section 6 of the Act.

5.6 Insurance.

5.6.1 Insurance Coverages to be Obtained. The Trustees shall obtain and maintain, to the extent obtainable, the following insurance:

(a) Casualty Insurance. The Trustees shall obtain and maintain, to the extent reasonably obtainable and permitted by applicable law, so-called master policies of casualty insurance providing fire-with-extended coverage and so-called all risk coverage insurance, insuring the Condominium, including, without limitation, the Common Areas and Facilities, all of the Units with all fixtures, additions, alterations and improvements thereof all heating and cooling equipment and other service machinery, apparatus, electrical and plumbing systems, cable and other networks and wiring, telephone wires, trim, doors, windows, walls and finished wall surfaces, ceilings and floors, including all finished ground floor and ceiling surfaces, including any wall to wall floor coverings, tile, hardwood, vinyl, bathroom and kitchen cabinets and plumbing fixtures, mirrors, appliances, equipment and installations, comprised in the Common Areas and Facilities, Limited Common Areas, Units, and also all such portions normally deemed to constitute part of the buildings and customarily covered by such insurance, but not including any furniture, furnishings, or household and personal property belonging to and owned by individual Unit Owners or Tenants, in an amount equal to the full replacement cost thereof (as that term is used for insurance purposes), subject to such reasonable deductible as the Trustees may determine, and which shall include, if available at a reasonable cost, so-called Agreed Amount, Inflation Guard, Construction Code and Replacement Cost Endorsements. The Trustees may purchase a so-called "blanket" policy covering all of the buildings, if there be more than one, if they deem it advisable. In determining full replacement value, the Trustees may reasonably rely upon the advice of the insurer or their agent. The name of the insured under such policy shall be stated in form, substance and effect similar to the following: "Trustees of the Brooksmont Condominium Trust for use and benefit of the Unit Owners of the Brooksmont Condominium and their mortgagees as their interests may appear". Such insurance shall contain the standard mortgagee clause and shall name the Trustees as Insurance Trustees for the use and benefit of all Unit Owners of the Brooksmont Condominium and their mortgagees as their interest may appear, with losses payable to and adjusted by the Trustees as Insurance Trustees in accordance with the provisions of these By-Laws. The Trustees may insure against such other hazards or risks of casualty 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, earthquake, flood and machinery explosion or damage. The cost of all such insurance obtained and maintained by the Trustees pursuant to this Section 5.6 shall be a Common Expense.

(b) Liability Insurance. The Trustees shall obtain and maintain, to the extent obtainable and/or applicable, master policies of insurance with respect to the Common Areas and Facilities for the benefit and protection of the Trust and all Unit Owners for: (i) comprehensive public liability insurance in such limits as the Trustees may, from time to time, determine but in no case less than $1,000,000/$1,000,000 in coverage, covering the Trust, the Trustees, the Property Manager, if any, and each Unit Owner with respect to liability arising out of ownership, maintenance or repair of the Common Areas and Facilities of the Condominium, such insurance providing for cross claims by the co-insureds, and containing a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Condominium Unit Owner because of negligent acts of the Trust, the Trustees or other Unit Owners, and other provisions commonly referred to as a "Special Condominium Endorsement" or its equivalent; (ii) workmen's compensation and employee's liability insurance; (iii) if applicable, boiler and machinery insurance in such limits as the Trustees may, from time to time, determine but in no case less than $2,000,000 or the insurable value of the building(s) housing the boiler or machinery, whichever is less; (iv) non-owned automobile liability insurance with the same limits as item (i) and (v) such other liability insurance as the Trustees may from time to time deem appropriate and desirable.

(c) Fidelity Coverage. The Trustees shall obtain fidelity coverage against dishonest acts on the part of the Trustees, the Property Manager, if any, employees or volunteers responsible for handling funds belonging to Trust or administered by the Trustees. This fidelity insurance shall name the Brooksmont Condominium Trust as the named insured and shall be written in an amount equal to the maximum amount that will be in the custody of the Trust at any one time, but in no event less than three months Common Expenses plus all reserves. In connection with such coverage, an appropriate endorsement to the policy to cover persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The policy shall contain a clause which provides that it may not be cancelled or substantially modified without at least ten (10) days prior written notice to the Trust and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy.

(d) Directors And Officers Liability Insurance. The Trustees shall obtain Directors and Officers Liability Insurance in such amounts and upon such terms as they deem appropriate, but at least equal to their general liability policy limits provided above.

(e) FHLMC And FNMA Insurance Requirements. If the Federal Home Loan Mortgage Corporation (FHLMC) or the Federal National Mortgage Association (FNMA) or any other so-called Secondary Mortgage Market Agency holds any interest in one or more mortgages on Units of which the Trustees have received notice, the Trustees shall obtain and maintain, to the extent reasonably obtainable, such other insurance as may be required from time to time by whichever of FHLMC, FNMA or other holds any interest in one or more mortgages on Units. All such policies shall be in such amounts and contain such terms as may be required from time to time by whichever of FHLMC, FNMA or other holds such interest.

(f) Unit Owners' Insurance. Unit Owners shall carry insurance for their own benefit insuring their furniture, furnishings and other personal property located within their respective Units or its appurtenances, and for such as is not covered by the Condominium master policies - particularly any deductible - and that they ensure that the existence and application of the deductible on the Condominium master policy shall be treated as if there was no insurance coverage for the purposes of the application of any so-called other insurance clause on a Unit Owner's individual policy; provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Trustees shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner, or if so effected, it shall be deemed that the Unit Owners' insurance coverage has been assigned to the Trust to the extent of such effect. Unit Owners shall in all events maintain liability insurance covering damage to the Property in such reasonable amounts as the Trustees may determine and, upon request, provide evidence thereof to the Trustees.

5.6.2 General Insurance Provisions.

(a) The Trustees shall deal with the insurer or insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under Section 5.6.1 (a) through (e) above and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, and shall make any necessary changes in the policies provided for under Section 5.6.1 (a) through (e) above in order to meet the coverage requirements thereof.

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

(c) Each Unit Owner, at the time of the commencement of construction of improvements to his Unit shall notify the Trustees of such construction, and, upon receipt of such notice, the Trustees shall notify the insurer under any policy obtained pursuant to Section 5.6.1 hereof of any such improvements, and shall increase the coverage under such policies accordingly. Unless otherwise determined by the Trustees, the cost of such additional coverage on account of a Unit Owner's improvements shall constitute an additional common expense specifically attributable to the Unit involved and shall be payable to the Trustees on demand at such intervals as the Trustees shall establish, so that they shall have the money available to pay to the insurance company(ies).

5.6.3 Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, the Trustees shall be considered the Insurance Trustees and have the authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this purpose. The Trustees, as Insurance Trustees, 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 5.7 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. Each Unit Owner hereby appoints the Trustees hereof as his or her attorney-in-fact for the foregoing purposes.

5.6.4 The cost of all such insurance obtained and maintained by the Trustees pursuant to provisions of this Section 5.6 shall be a Common Expense.

5.6.5 Certificates of insurance with proper mortgagee endorsements shall be issued to each Unit Owner and his mortgagee(s) when requested.

5.6.6 Notwithstanding anything in this Trust and By-Laws to the contrary, if a Unit Owner, by virtue of any activities (s)he conducts in his/her Unit, causes an increase in the premiums for any insurance obtained by the Trustees, (s)he shall pay the amount of all such increases to the Trustees on demand as an additional common expense attributable to her Unit.

5.6.7 Each Unit Owner hereby waives, discharges and releases all claims and rights to recovery against the Trustees, the manager (if any), all Unit Owners and other persons entitled to occupy any Unit or other portion of the Condominium and each of their respective agents and employees on account of any loss or damage, whether to person or property, insured against under the policies of insurance obtained by each Unit Owner for their own benefit. This waiver shall constitute a waiver of subrogation for purposes of such policies.

5.6.8 Procedures relating to property insurance claims, repairs and deductibles. The Trustee(s) shall have the right to assess the deductible to unit owners as the Trustee(s) may determine, in their sole discretion, including, but not limited to, assessing and apportioning the deductible to the owner(s) of the unit(s) experiencing the loss or damage. In the event that more than one unit incurs such damage, the deductible may be apportioned in accordance with the relative amount of damage to the unit in question, as compared to the total amount of damage to all units involved.

1. Individual Unit Owners' Insurance: Each unit owner is required to insure his or her own personal property (furnishing, clothing, jewelry, electronics, etc.) pursuant to section 5.6.1 (f) above. In addition, ***each unit owner is solely responsible to obtain his or her own insurance coverage in appropriate kinds and amounts to provide coverage for the Master Policy's deductible***, as well as insuring for liability and all such other coverages which said unit owner desires. It is suggested that all unit owners obtain endorsements to their policy for various coverages including, but not limited to, all risk coverage, loss assessment coverage, and any other insurance deemed necessary by the unit owner or his or her agent to provide coverage for potential losses. Unit owners are also reminded that they are required to notify the Trustee(s) of any contemplated improvements to the Unit, as set forth in Subsection 5.10.1 of the Trust.

   Investor owners should also arrange coverage for loss of rent, tenant relocation expenses, liability and all other appropriate coverages.

   The foregoing is a summary of mandatory and suggested insurance coverage for unit owners, provided for convenience and general guidance purposes only. Each owner must arrange for his or her own insurance program.

2. Losses Below the Master Policy Deductible: If a unit owner sustains property damage in amounts less than the Condominium Trust's Master Policy deductible, and the Trustee(s) are not able to promptly collect the amount of such deductible from any other responsible party, the unit owner shall be solely responsible for the

cost to repair the damage, and the unit owner should notify his or her insurance agent. The Trust will not be responsible for the property damage to a unit in an amount less than the Master Policy deductible, and no unit owner shall file such a claim under the Master Insurance Policy. The unit owner must resolve the claim with his or her individual insurance agent or carrier.

3. Losses in Excess of Master Policy Deductible: The following steps should be followed when damage occurs in a unit in excess of the Condominium Trust's Master Policy deductible:

   A. Damage in excess of the Condominium Trust's deductible must be reported within 24 hours to the Trustees (or managing agent, if so delegated). Failure to report claims promptly may result in the claim being denied by the insurance carrier. The Trust will not honor claims that are denied by the carrier because of failure to report in a prompt fashion. Unit owners shall also notify their own insurers at the same time. The damage may be inspected to assess the approximate cost of the damage.

   B. The Trustees (or managing agent, if so delegated) will notify the Trust's insurance agent of the loss. Should immediate repairs need to be made in order to ensure the safety of the occupants, the managing agent will secure approval for these repairs from the insurance carrier.

   C. The Trustees (or managing agent, if so delegated) will instruct the unit owner to secure bids to repair the damage within thirty (30) days. These bids are to be submitted to the managing agent with a cover sheet itemizing the costs. This sheet must contain the unit owner's signature. If the damage is less than the Master Policy deductible, the unit owner need not submit anything further and should deal with his or her own insurance agent or carrier, as per Section 5 of this Resolution.

   D. During the bidding and damage assessment process, the unit owner must work closely both with the Trustees (or managing agent, if so delegated) and the Master Policy Insurance Adjuster so that the scope of work is agreed upon by all parties prior to commencement of said restoration work. This includes, but is not limited to, making the unit available for inspection, securing additional bids should the Insurance Adjuster request it, and promptly responding to requests made by the Insurance Adjuster and/or managing agent. The Trust will not be responsible for the timeliness of insurance claims being paid.

   E. In the event there is a dispute, the final approval of settlement costs is with the insurance carrier and the unit owner must abide by its decision.

   F. Once it is agreed by all parties what the scope and amount of the claim will be, the unit owner will be given permission to commence work. Unit owners may ask that the Trust request payment of the claim in order that the unit owner has funds to initiate restoration work. If the insurance carrier forwards this amount to the Trust, then the Trust may pass the benefit of this early payment to the unit owner. The Trust will issue payment of the applicable insurance proceeds to the unit owner upon the execution and delivery of a Release by the Unit Owner of the Trust, substantially in the form as follows:

<u>INSURANCE PROCEEDS DISTRIBUTION AGREEMENT AND RELEASE</u>

This agreement is made and release given this day by the undersigned Unit Owner of Brooksmont Condominium Trust, Holliston, Massachusetts.

In consideration of the payment to me (us) of the sum of $________________ as the distribution to me (us) of casualty insurance proceeds under the master casualty policy maintained by the Brooksmont Condominium Trust pursuant to its Trust and/or By-Laws, the receipt of which is acknowledged, I (we) do hereby remise, release and forever discharge the Brooksmont Condominium Trust, its past, present and future trustees, officers, agents managers and employees, and their respective predecessors, successors and assigns, of an from all claims, acts, debts, demands, actions, causes of action, suits, dues, sum and sums of money, accounts, reckonings, bonds, specialties, covenants, contracts, controversies, agreements, promises, representations, restitutions, doings, omission, variances, damages, extents, executions and liabilities whatsoever of every name and nature, both in law and in equity, known or unknown, which I (we) now have or ever had in regard to any and all damage, losses and casualties suffered by me (us) as a result of ________________________ which occurred on or about ________________________ and any and all repairs undertaken by the Brooksmont Condominium Trust on account thereof and the processing of a claim therefore under said master casualty policy.

I (we) do further agree to indemnify and hold harmless the Brooksmont Condominium Trust, its trustees, officers, agents, managers and employees, and their respective predecessors, successors and assigns, upon any claim made in regard thereto by my (our) mortgagee(s) or any other person, firm or entity making claim derivative of me (us), including the payment of any and all attorney's fees incurred by the indemnees in regard thereto.

I do further agree that in such event as I should hereinafter make claim under the master insurance casualty policy maintained by the Brooksmont Condominium Trust for any damage, loss or casualty occurring subsequent to the aforesaid loss, I shall provide to the Trust upon demand, proof that I (we) have effectuated repairs to the damage forming the basis of the claim upon which I am hereunder being paid, and that the processing of such a subsequent claim by the Brooksmont Condominium Trust shall be contingent thereon.

G. Final payment will be made when;

(i) The Insurance Adjuster has had the opportunity to inspect all repair work.

(ii) The Trust has received the final payment from the insurance carrier.

(iii) The Unit Owner has signed a Release.

4. The Trust shall have no obligation or responsibility to perform or cause to be performed repairs to an individual unit.

5. The Unit Owner is responsible for all damage to the unit, personal property, improvements, rent loss, etc. <u>not covered</u> by Master Policy insurance proceeds.

5.7 Rebuilding, Restoration and Condemnation.

5.7.1 In the event of any casualty loss to the Common Areas and Facilities, the Trustees shall determine, in their reasonable discretion, whether or not such loss exceeds ten percent (10%) of the value of the Condominium immediately prior to the casualty, and shall notify all Unit Owners of such determination.

(a) If such loss as so determined does not exceed ten percent (10%) of such value, the Trustees, acting as Insurance Trustees, shall promptly adjust and collect the loss, arrange for the prompt repair or restoration of the damaged areas, and disburse the proceeds of all insurance policies in payment of all costs and expenses incurred in connection with such repair or restoration in appropriate progress payment and with appropriate retainage.

(b) If such loss as so determined exceeds ten percent (10%) of such value and, if within one hundred twenty (120) days after the date of such loss, seventy-five percent (75%) or more of the Unit Owners do not agree to proceed with repair or restoration, each Unit Owner's proportionate share of the insurance proceeds with respect to the Common Areas and Facilities based upon the Unit's respective undivided Ownership interest in said Common Areas and Facilities, together with the portion of the insurance proceeds allocated to any Unit as a result of a loss to such Unit and/or its appurtenant Common Areas and Facilities due to the casualty, shall, to the extent permitted by law, be divided among the Unit Owners and shall be paid first to the holders of the first mortgages on their Units, if any, up to, but not in excess of, the amounts secured thereby, and thereafter to the Unit Owners, and the Condominium shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of a partition sale together with any common funds of the Trust (adjusted for insurance proceeds paid or payable as aforesaid) shall be divided among the Unit Owners in proportion to their Units' undivided interests in the Common Areas and Facilities and shall be paid first to the holders of the first mortgages on their Units, if any, to the extent of the amounts secured thereby, and thereafter to the Unit Owners. If, on the other hand, seventy-five percent (75%) or more of the Unit Owners agree to proceed with the necessary repair or restoration, the Trustees shall arrange for the repair and restoration of the damaged areas, and disburse the proceeds of all insurance policies in payment of all costs and expenses incurred in connection therewith in appropriate progress payments and with appropriate retainage.

(c) Notwithstanding the provisions of subparagraphs (a) and (b) hereof, any restoration or repair of the Condominium shall be performed substantially in accordance with the Condominium documents and the original plans and specifications unless other action is approved by "eligible holders of mortgages" on Units which have at least fifty-one percent (51%) of the votes of Units subject to eligible mortgages; and further provided that no reallocation of interests in the Common Areas resulting from a partial destruction or partial condemnation of the Condominium shall be effected without the prior approval of eligible holders of mortgages on all remaining Units, whether existing in whole or in part, and which have at least fifty-one percent (51%) of the votes of such remaining Units subject to eligible mortgages. For the purposes hereof, the term "eligible holders of mortgages" shall mean a holder of a first mortgage on a Unit who has requested notice of certain matters requiring Unit owner's consent as set forth herein.

5.7.2 In the event that the total cost of repair and restoration as estimated on the basis of an independent appraisal, or as determined during the course of repair or restoration, exceeds the total sum of available insurance proceeds, then the Trustees shall assess all the Unit Owners, as a common expense, the amount in excess of available insurance proceeds necessary to cover the cost of the repair and restoration; provided, however, that the cost of repairing or restoring improvements to the Unit, which improvements when they were made and were not reported to the Trustees as required by Section 5.6.2(c) hereof, shall be borne exclusively by the Owner of the Unit involved; and provided further that, if the casualty loss exceeds ten percent (10%) of the value of the Condominium as described in Section 5.7.1(b) hereof and if such excess cost of repairs over available insurance proceeds exceeds ten percent (10%) of the value of the Condominium prior to casualty, any Unit Owner not agreeing as provided in Section 5.7.1(b) hereof to proceed with the repair and restoration may apply to the Middlesex Superior Court on such notice to the Trustees as the Court shall direct, for an order directing the purchase of his Unit by the Trustees at the fair market value thereof as approved by the court. The cost of any such purchase shall be a common expense.

5.7.3 The Trustees may perform emergency work essential to the preservation and safety of the Condominium, or the safety of persons, or required to avoid the suspension of any essential service to the Condominium, without having first adjusted the loss or obtained the proceeds of insurance.

5.7.4 If there shall have been repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be divided into separate shares for the Trust and the Unit Owners of the damaged Units, in proportion to the respective costs of repair or restoration of the damaged portions of the Common Areas and Facilities and of each damaged Unit and its damaged appurtenant Common Areas and Facilities, and shall then be paid over to the Trustees and/or each such Unit Owner entitled to a share.

5.7.5 In the event that any of the Units or the Common Areas and Facilities of the Condominium are affected by eminent domain proceedings, the following shall apply:

(a) If a Unit is acquired by eminent domain, or if a part of a Unit is acquired by eminent domain, leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by the Master Deed, the award shall compensate the Unit Owner for their Unit and its undivided percentage interest in the Common Areas and Facilities whether or not any of the Common Areas and Facilities have been acquired. Upon acquisition, unless the decree otherwise provides, that Unit's entire undivided interest in the Common Areas and Facilities and the beneficial interest under the Trust shall automatically be allocated to the remaining Units of the Condominium in proportion to the respective undivided interest of the remaining Units in the Common Areas and Facilities prior to the taking, and the Trustees shall promptly prepare, execute and record an amendment to the Master Deed and the Trust reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection shall thereafter be a part of the Common Areas and Facilities.

(b) Except as provided in subsection (a), if part of a Unit is acquired by eminent domain, the award shall compensate the Unit Owner for the reduction in value of the Unit and its undivided percentage interest in the Common Areas and Facilities. Upon acquisition, (1) that Unit's undivided interest in the Common Areas and Facilities shall be reduced on the basis of the reduction of the fair value of the Unit as of the date of such taking bears to the fair value of the remaining Units in the Condominium as of such date, and (2) the reduction of interest in the Common Areas and Facilities of such Unit shall be divested from the Unit so acquired and shall automatically be reallocated to the remaining Units in proportion to the respective undivided interest of the remaining Units in the Common Areas and Facilities prior to the date of such taking.

(c) If the Common Areas and Facilities or any part thereof are acquired by eminent domain, the Trustees shall be the party in interest to receive any such award and to pursue any additional awards due to such taking. Any such award or any action taken by the Trustees pursuant hereto shall be brought or paid to the Trustees naming the "Trustees of Condominium Trust as Condemnation Trustees for the benefit of Condominium, of the several Unit Owners and their respective mortgagees." The Trustees shall divide any portion of the award not used for restoration or repair of the remaining Common Areas and Facilities among the Unit Owners in proportion to their respective undivided percentage interest before the taking, but any portion of the award attributable to the acquisition of a portion of the Common Areas and Facilities which had been exclusively reserved to any Unit pursuant to the terms of the Master Deed shall be paid to the Owner of such Unit or his mortgagee. The Trustees shall represent the unit Owners in the any such Condemnation proceedings or in negotiations, settlements, and agreement with the condemning authority for the acquisition of any Common Areas and Facilities or any portion thereof. Each Unit Owner hereby appoints the Trustees hereof as his or her attorney-in-fact for the foregoing purposes.

5.8 Improvements to Common Areas and Facilities.

5.8.1 If and whenever the Trustees shall propose to make any improvement to the Common Areas and Facilities it shall be in accordance with MGL c. 183A, section 18, as amended.

5.8.2 If and when any Unit Owner shall propose to make an improvement to or affecting the Common Areas and Facilities of the Condominium at such Unit Owner's own expense, and the Trustees determine in their reasonable discretion that such improvement would be consistent and compatible with the provisions and intent of the Master Deed, the Trustees, after consulting with the Design Review Committee hereof may, but shall not be obligated to, authorize such improvement to be made at the sole expense of the Unit Owner proposing the same, without the consent or approval of the other Unit Owners, as the Trustees in their reasonable discretion deem to be necessary or desirable in the circumstances.

5.9 Determination of Trustees Subject to Arbitration. Notwithstanding anything in Section 5.7 or Section 5.8 contained herein,(a) in the event that any Unit Owner or Owners shall by notice in writing to the Trustees dissent from any determination of the Trustees with respect to the value of the Condominium or of any Unit or Units or any other determination or action of the Trustees under Section 5.7 or Section 5.8, and such disputes shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owner or Owners may submit the matter to arbitration, and for that purpose one arbitrator shall be designated by the Trustees, one by the dissenting Unit Owner or Owners, and a third by the two arbitrators so designated, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association; and (b) the Trustees shall not in any event be obligated to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the estimate of the Trustees of all costs associated hereunder.

5.10 Design Review Committee and Procedures.

5.10.1 No Unit Owner shall make any addition, alteration or improvement in or to the Unit which could affect the structural integrity or fire rating of the Building(s) or cause any dislocation or impairment of or interruption to the Common Areas and Facilities and Limited Common Areas, unless the same shall have been approved by the Trustees in accordance with the provisions of this Section 5.10.

5.10.2 No porch, terrace, patio or deck may be enclosed without the express written consent of the Trustees.

5.10.3 The following procedures and conditions shall apply with respect to all additions, alterations, improvements, structures, installations or other work or activities (hereinafter individually or collectively referred to as the "Proposed Work") which are subject to the approval procedures and conditions of this Section 5.10:

Prior to the commencement of the Proposed Work:

(i) The Unit Owner shall have submitted plans and specifications for the Proposed Work to the Trustees for their approval pursuant to the provisions of this Section 5.10. Such plans and specifications shall be in such detail as the Trustees may reasonably request and shall be prepared and signed by a Registered Architect, Registered Professional Engineer and/or Registered Land Surveyor satisfactory to the Trustees, if so requested by Trustees;

(ii) The Unit Owner shall have submitted to the Trustees such supplemental information, in addition to the said plans and specifications, as the Trustees shall reasonably request in order to fully evaluate the proposed work; and

(iii) The Trustees, acting as a Design Review Committee shall have given their written approval of the proposed work, which approval shall not be unreasonably withheld.

5.11 Specific rules, regulations and restrictions related to Unit Owners' pets are contained in the Rules and Regulations as adopted and as amended by the Trustees from time-to-time. Any change to specific rules, regulations and restrictions to the pet policy contained in the Rules and Regulations, which restricts the breed, weight, and/or number of pets can only be enforced prospectively. Existing Unit Owners and any existing pets then in the Unit Owners' possession and in compliance with the current pet policy in the Rules and Regulations in effect prior to the change to the pet policy will be "grandfathered-in" under the Rules and Regulations then in place before the aforementioned change to the Rules and Regulations. However should an existing Unit Owner obtain any new pets after the change to the Rules and Regulations pet policy, the aforementioned change to the rules and Regulations shall apply.

5.12 Rules, Regulations, Restrictions and Requirements. The Trustees shall have the right (which right shall not be delegated) at any time and from time to time to adopt, amend and rescind administrative Rules and Regulations governing the details of the operation and use of the Units and the Common Areas Facilities (the "Rules and Regulations"). The restrictions on and requirements respecting the use and maintenance of the Units and the use of the Common Areas and Facilities are to be consistent with provisions of the Master Deed and this Trust and By-Laws, and are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the Common Areas and Facilities. The Trustees shall have the power to enforce the Master Deed, these By-Laws and the Rules and Regulations adopted pursuant hereto and shall have the power to levy fines against the Unit Owners for violations thereof. The Trustees may set reasonable fines for any violation, but each day a violation continues after notice shall be considered a separate violation. Fines may be enforced against the Unit Owner or Unit Owners involved as common expenses 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 Master Deed, Condominium Trust, Bylaw and Rules and Regulations and shall have the right to bring action against such owner to enjoin him from such course of conduct. Each unit owner may, if the Trustees choose not to enforce a violation of the Rules and Regulations, seek to enforce such violation at his or her sole cost and expense.

5.13 Manager. The Trustees may hire or appoint a manager or managing agent to perform such duties in the administration, management and operation of the Condominium, including the incurring of expenses, the making of disbursements and keeping of accounts, as the Trustees shall from time to time determine. However, notwithstanding the appointment of such a manager, the Trustees shall retain ultimate control over the administration, management and operation of the Condominium and they may not delegate to such manager those powers and duties specified, under Section 5.1 hereof, not to be delegable. Any agreement for professional management of the Condominium shall be terminable without cause and without incurring payment of a termination fee on ninety (90) days' or less written notice. The term of such an agreement shall not exceed three (3) years.

5.14 Meetings.

5.14.1 The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting shall elect the President, Treasurer and Secretary. Other meetings of the Trustees may be called by the President and shall be called upon the written request of a majority of Trustees specifying the issue(s) to be discussed at the meeting, provided, however, that written notice of each meeting, stating the place, day, hour, and subject thereof, shall be given at least three (3) days before such meeting to each of the Trustees.

5.14.2 The annual meeting of the Unit Owners shall be on the date and time set forth in paragraph 12 of the Master Deed of the Condominium. Special meetings of the Unit Owners may be called at any time by the Trustees, and special meetings of the Unit Owners shall be called by the Trustees upon the written request of Unit Owners holding at least thirty-three and one-third percent (33.3%) of the voting power specifying the issue(s) to be discussed at the meeting. Written notice of any such special meeting designating the place, day, hour, and subject thereof shall be given by the Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated. At the annual meeting of the Unit Owners, the Trustees shall submit reports of the management and finances of the Condominium. Whenever, at any meeting, the Trustees propose to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter.

The presence in person or by proxy of the holders of at least thirty-three and one third percent (33.3%) of the voting power hereunder shall be necessary to constitute a quorum at all meetings of the Unit Owners for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the Unit Owners, the Unit Owners present in person or represented by proxy shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented; once a quorum is obtained any business may be transacted which could have been transacted at the meeting as originally called. Notwithstanding the foregoing, no such subsequent meeting shall be held more than sixty (60) days following the date of the originally called meeting.

Unless a greater vote of the Unit Owners shall be required by the provisions of Chapter 183A, the Master Deed or this Trust, a vote of the holders of at least a majority of the voting power, present in person or by proxy at any meeting of the Unit Owners at which a quorum is present, shall be sufficient to transact the business of the Unit Owners in which a vote is required, provided always that the Unit Owners may not act to rescind, reverse, modify or amend any decision of or action taken by the Trustees pursuant to their authority under this Trust, nor may the Unit Owners undertake to exercise in any manner the powers or functions of the Trustees hereunder, unless such action by the Unit Owners is authorized by the affirmative vote of the holders of at least two-thirds (2/3) of the total voting power hereunder.

5.15 Notices to Unit Owners. Every notice to any Unit Owner, required or permitted under the provisions hereof or which may be ordered in any judicial proceeding, shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such Unit Owner by leaving such notice with her or him at their residence in the Condominium or by mailing it, postage prepaid, addressed to such Unit Owner at such address as may appear upon the records of the Trustees.

5.16 Record Date. The Trustees may, for a period not in excess of thirty (30) days prior to a date of any meeting of the Unit Owners, fix in advance a time as a record date for determining the Unit Owners having a right to notice of and to vote at such meeting, and in such case only Unit Owners of record on such record date shall have such rights, notwithstanding any transfer by a Unit Owner of their interest in the Unit after the record date. If no record date is fixed, the record date for the aforementioned purposes shall be 5:00 p.m. on the day next preceding the day on which notice of a meeting of the Unit Owners is given.

5.17 Order of Business. The order of business at all meetings of Unit Owners shall be as follows:

(a) Certification of Quorum
(b) Proof of notice of meeting.
(c) Acceptance of the minutes of the preceding meeting.
(d) Reports of officers.
(e) Report of the Trustees.
(f) Reports of committees.
(g) Election of Trustees (when required).
(h) Other business that may, from time to time, be required.
(i) Meeting Adjournment
(j) Open comments of the owners.

The actual sequence of business at meetings can be modified by the Trustees once a Certification of Quorum (if applicable) and Proof of notice of meeting has been established.

5.18 Voting at Meetings. At all meetings of Unit Owners, each Owner may vote in person or by proxy. All proxies shall be (a) in writing signed by or on behalf of all the Owners of the Unit involved, (b) dated and (c) filed with the Secretary of the Trust. No proxy shall be valid beyond the date of the final adjournment of the first meeting of Owners, whether annual or special, held on or after the date thereof, and every proxy shall automatically terminate upon sale by the Owner of the Unit. A proxy may be revoked by notice given by an Owner of the Unit involved to the person presiding at the meeting at which it is to be cast. Any proxy which purports to be revocable without such notice shall be void.

The Trustees may utilize absentee ballots for any business requiring the vote of the Unit Owners including, but not limited to, the election of Trustees.

5.19 Officers.

5.19.1 Designation. The Officers of the Trust shall be a President, a Treasurer, a Secretary and such other officers as the Trustees from time to time may determine.

5.19.2 Election and Qualification. The officers shall be the original Trustee or the successors selected by the Declarant until the occurrence of the Transition Event as defined in Section 3.1 hereof, and, thereafter, selected by vote of a majority of the Trustees at their regular meeting, or if such regular meeting is not held or in the event of resignation, removal or decease of an officer, at any special meeting of the Trustees. The Officers shall be Trustees.

5.19.3 Term of Office. All officers shall hold office for a term of one (1) year and until their successors are elected and qualified.

5.19.4 Resignation and Removal. Any officer may resign at any time, by written notice to the President or the Secretary, which notice shall take effect on the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed at any time, with or without cause, by a vote of a majority of the Trustees, provided that, if removal for cause shall be proposed, the officers involved shall be granted the opportunity to be heard by the Trustees.

5.19.5 Vacancies. A vacancy in any office may be filled in the manner prescribed in Section 5.19.2 hereof. The officer selected to fill such a vacancy shall serve for the remainder of the term of the officer he or she replaces.

5.19.6 President. The President shall preside at all meetings of the Trustees and of the Unit Owners and shall have such other powers and perform such other duties as are provided in the Master Deed or in this Trust and By-Laws or as may be designated by the Trustees or the Unit Owners from time to time or as are ordinarily exercised by the presiding officer of a corporation.

5.19.7 Secretary. The Secretary shall record the votes and keep the minutes of all meetings of the Trustees and of the Unit Owners in a book or books to be kept for that purpose. He or she shall keep the records and documents of the Trustees and of the Unit Owners. He or she shall record in a book kept for that purpose the names of all Unit Owners, together with their addresses as registered by such Unit Owners, and shall have such other powers and duties as may be delegated to her or him by the Trustees or the Unit Owners from time to time. The Trustees may delegate such of the Secretary's powers and duties to the manager or managing agent as they deem to be advisable.

5.19.8 Treasurer. The Treasurer shall be responsible for the funds of the Trust and shall be responsible for keeping or having kept full and accurate financial records and books of account showing all receipts and disbursements of the Trust and any other financial data required by the Trustees or by the Unit Owners. He or she shall be responsible for the deposit of all funds in the name of the Trustees in such depositories as may be designated by the Trustees from time to time. The Trustees may delegate such of the Treasurer's powers and duties to the manager or managing agent as they deem to be advisable.

5.20 Inspection of Books, Report to Unit Owners. Books, accounts, and records of the Trust shall be open to inspection to any one or more of the Trustees and the Unit Owners and first mortgage holders of the Units 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, have available to the Unit Owners a report of the operations of the Trustees for such year which shall include financial statements in such summary form and in such detail as the Trustees shall deem proper. Any person, who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by certified or registered mail within a period of ninety (90) days after the date of the receipt by him, shall be deemed to have assented thereto.

5.21 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 from the Operating Account or Reserve Account may be signed by any two Trustees or by any person or persons to whom such power may at any time or from time to time be delegated by not less than a majority of the Trustees.

5.22 Seal. The Trustees may adopt a seal circular in form bearing an inscription of the name of this Trust as set forth in ARTICLE I, but such seal may be altered by the Trustees at their pleasure, and the Trustees may, at any time or from time to time, at their option, adopt a common or wafer seal which shall be valid for all purposes.

5.23 Fiscal Year. The fiscal year of the Trust shall commence on date set forth in paragraph 12 of Master Deed.

5.24 Removal from Condominium Law. Until such time as the Declarant has no beneficial interest hereunder, Unit Owners holding one hundred percent (100%) of the beneficial interest and the written consent of holders of all liens on the Units shall be required to approve the removal of the Condominium described herein from the provisions of Chapter 183A, and thereafter the provisions of Section 19 of said Chapter 183A shall apply; provided, however, if during such time the Declarant holds a portion of the beneficial interest hereunder, the Declarant approves of such removal, the approval of Unit Owners holding at least seventy-five percent (75%) of the beneficial interest hereunder, together with consent in writing of the holders of all liens on the Units, shall be required for such removal, all as provided in said Section 19 of Chapter 183A.

5.25 Sale or Lease of Units. Subject to such restrictions as may otherwise be set forth in the Master Deed or in this Trust and By-Laws or in individual deed restrictions, a Unit Owner may assign, lease, sell or otherwise transfer all of the interest in the Unit(s), together with (a) the undivided interest in the Common Areas and Facilities appurtenant thereto; (b) the interest of such Unit Owner in any Units theretofore acquired by the Trustees or their designee, on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any; and (c) the interest of such Unit Owner in any other assets of the Condominium. No right to any Unit may be sold, leased, transferred or otherwise disposed of, except as part of a sale, lease, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, lease, transfer or other disposition of such part of all Units. Any such deed, lease, 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(s) may be sold, leased, transferred or otherwise disposed of, except as part of a sale, lease, transfer or other disposition of the Unit(s) to which such interests are appurtenant, or as a part of a sale, lease, transfer or other disposition of such part of the Appurtenant Interests of all Unit(s).

5.26 Acquisition of Units by the Trustees. With the approval of Unit Owners holding at least seventy-five percent (75%) of the voting power of the unit owners under this Trust, the Trustees may acquire a Unit using funds from the working capital and common expenses in the hands of the Trustees, or, if such funds are insufficient, the Trustees may levy an assessment against each Unit Owner in proportion to his percentage of beneficial interest as set forth in Exhibit B to the Master Deed, as a common expense, or the Trustees, in their discretion, may borrow money to finance the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit to be so acquired by the Trustees. Foreclosure of Condominium Liens is excluded from the requirements of this paragraph, except as relates to an encumbrance or hypothecation of any property other than the Unit to be so acquired by the Trustees.

ARTICLE VI - Rights and Obligations of Third Parties Dealing with the Trustees

6.1 Dealing with Trustees. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in the Registry need inquire further as to the persons who are then Trustees hereunder. The receipts of the Trustees or any one or more of them of monies or things paid or delivered to them shall be effectual discharges therefrom to the persons paying or delivering the same, and no person from whom the Trustees or any one or more of them shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustee, 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 of or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees or any one or more of them purporting to be done in pursuance of any of the provisions or powers herein contained.

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

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

6.4 Certifications by Trustees for Recording. All persons dealing in any manner whatsoever with the Trustees, the Trust Property, or any beneficiary hereunder, shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with the said Middlesex County (Southern District) Registry of Deeds. Any certificate executed by the Secretary of this Trust setting forth the names of the Trustees hereunder, when recorded with said Registry, shall be conclusive evidence of identity of those persons who are serving as Trustees in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate, signed by a majority of the Trustees in office at the time, setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Registry, 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 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 the Trustees or any one or more of them, as the case may be, shall, as to all persons acting in good faith in reliance thereof, be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

ARTICLE VII - Amendments and Termination

7.1 Amendment of Trust. Notwithstanding anything to the contrary contained herein, so long as the Declarant owns any interest in the Condominium, the Declarant shall have the right at any time and from time to time to amend this Trust (including the Bylaws and Rules and Regulations adopted pursuant hereto) without the consent of any Unit Owner or any of the Trustees, to meet the requirements of any governmental body or agency, or the requirements of any insurance company, or the requirements of the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, the secondary mortgage market, or to cure any ambiguity, inconsistency or formal defect or omission. The Trustees, with the consent in writing of Owners of Units holding at least sixty seven percent (67%) of the voting power thereunder, 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 shall be valid or effective if:

7.1.1 It would alter, or in any manner or to any extent whatsoever, modify or affect the percentage of beneficial interest of any Unit Owner hereunder so as to be different than the percentage of the undivided ownership interest in the Common Areas and Facilities which is appurtenant to such Owner's Unit as set forth in the Master Deed, without the affected Unit Owner's consent.

7.1.2 It would, without the consent of the Declarant, alter or affect the Declarant's rights hereunder as the Original Trustees;

7.1.3 It would render this Trust contrary to or inconsistent with the Master Deed or any requirements or provisions of Chapter 183A;

7.1.4 It would, in any manner, disqualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or the Federal National Mortgage Association (FNMA). All provisions of this Trust shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.

7.2 Necessity for Recording Amendments, Alterations, Additions or Changes. Any amendment, alteration, addition or change, pursuant to the foregoing provisions of ARTICLE VII, shall become effective upon the recording with the Registry of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required for the acknowledgment of deeds by a majority of the Trustees, setting forth in full the amendment, alteration, addition or change, and reciting the consent of the Unit Owners herein required to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with the 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.

7.3 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 of said law, and as it may be modified by Section 5.24 of this Trust; provided, however, that any such termination shall require consent of at least fifty-one (51) percent of the eligible mortgage holders.

7.4 Disposition of Property on Termination. Upon the termination of this Trust, the Trustees may, subject to and in accordance with provisions of Chapter 183A, sell and convert into money the whole of the Trust Property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trust 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 as tenants in common, according to their respective percentages of beneficial interest hereunder. In making any sale under this provision, the Trustees shall have power to sell or vary any contract of sale and 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.

ARTICLE VIII - Construction and Interpretation; Waiver

8.1 Terms. In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and singular, words denoting males include females, words denoting females include males and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations, unless a contrary intention is to be inferred from or required by the subject matter or context. The cover, title, index, headings of different parts hereof, and the marginal notes, if any, are inserted only for the convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the law of the Commonwealth of

Massachusetts. As all provisions of the Master Deed and this Trust are to be construed so that mortgages covering the Units shall qualify for sale to FHMLC and FNMA, where any action to be taken requires an assent or vote of a specified number or a specified percentage of voting power, or a specified percentage of beneficial interest in the common areas and facilities of Unit Owners and/or their mortgagees, and the requirements of FHLMC and/or FNMA differ, the higher or highest percentage shall control.

8.2 Waiver. The Trustees shall have the power and authority to waive any provision of this Trust affecting or limiting the rights of a Unit Owner for any cause or reason determined to be reasonable by such Trustees in their discretion; provided, however, that no such waiver on any one occasion shall constitute a waiver on any future occasion, nor shall any waiver of a provision of this Trust affect the Trustees' rights and power to enforce all other provisions of this Trust. No restriction, condition, obligation or provision contained in this Trust or By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same. No waiver shall be authorized if, as a consequence thereof, the Condominium and/or any Unit(s) therein will no longer comply with the Comprehensive Permit and the provisions of the Zoning By-Laws, unless waived by the Comprehensive Permit.

8.3 Conflicts. If any provision of this Trust shall be invalid or shall conflict with Chapter 183A, as amended, of the General Laws of Massachusetts, or, if any provision of this Trust conflicts with any provision of the Master Deed, the following rules of construction shall be used.

8.3.1 In the event of a conflict between the Trust and said Chapter 183A, as amended, the provisions of Chapter 183A shall control;

8.3.2 In the event of a conflict between any numerical or percentage voting requirements for action set forth in the Master Deed and any such requirements set forth herein, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control;

8.3.3 In the event of any conflict other than as set forth in paragraph 8.3.2 of this Section between the provisions of the Master Deed and any other provision hereof, the provisions of the Master Deed shall control;

8.4 Severability. In the event that any provision of this Trust shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed to be enforceable to the extent and in such situations as may be permitted by applicable law, and, in any event, the partial or total enforceability of such provision shall not affect in any manner the validity, enforceability or effect of the remainder of this Trust; and, in such event, all of the other provisions of this Trust shall continue in full force and effect as if such invalid provision had never been included herein.

ARTICLE IX – Affordable Housing

9.1 Pursuant to the provisions of the Special Permit and the Regulatory Agreement, Seven (7) Units are designated as affordable units (the "Affordable Units") in perpetuity. The Affordable Units are identified on Exhibit B attached to the Master Deed. The Affordable Units shall be sold in accordance with the terms and conditions contained in the Special Permit and the Regulatory Agreement with the Department of Housing and Community Development ("DHCD"), as well as DHCD's Affordable Housing Deed Rider attached to the Unit Deed for each Affordable Unit. An Affordable Housing Deed Rider shall be attached to the Unit Deed for each Affordable Unit upon the initial conveyance and upon each subsequent conveyance thereof. Failure to attach an Affordable Housing Deed Rider to any subsequent Unit Deed for an Affordable Unit shall not, however, impact the enforceability of the Deed Rider attached to the original Unit Deed for that Affordable Unit.

SIGNATURE PAGE FOLLOWS

In Witness whereof Pulte Homes of New England LLC has caused its corporate seal to be hereto affixed and in these presents signed by Brian Lupien, as authorized signatory of Pulte Homes of New England LLC, this 8th day of November, 2017.

PULTE HOMES OF NEW ENGLAND LLC

By: Brian Lupien
Its: Authorized Signatory

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 8th day of November, 2017 before me, the undersigned notary public, personally appeared Brian Lupien, Authorized Signatory for Pulte Homes of New England LLC, proved to me through satisfactory evidence of identification, which was that he is personally known to me to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purposes in his capacity as Authorized Signatory of Pulte Homes of New England LLC, and that he had the authority to sign in such capacity.

Suzanne M. Bourque
Notary Public
My Commission Expires: 03-12-2021

SUZANNE M. BOURQUE
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
March 12, 2021