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INDIAN BROOK CONDOMINIUM TRUST

This DECLARATION OF TRUST made this 15th day of June, 1987, at Hopkinton, Middlesex County, Massachusetts by J. Timothy Nealon, James M. McBride and Robert C. Pratt (hereinafter "Trustees" which term shall be deemed to include their successors in trust hereunder), WITNESSETH,

ARTICLE I
NAME OF TRUST

The Trust created by this Declaration of Trust shall be known as the Indian Brook Condominium Trust (hereinafter the "Trust").

ARTICLE II
THE TRUST AND ITS PURPOSES

SECTION 1. General Purposes: This Trust is created as the "Organization of Unit Owners" as required by the provisions of Chapter 183A of the Massachusetts General Laws for the purpose of managing and regulating the Indian Brook Condominium (hereinafter the "Condominium"), including any and all of its subsequent phases, the first four phases of which are established and created by a Master Deed executed by Nempro Development, Inc. (hereinafter the "Developer"), the owner of the land described therein, dated the same date as the date of this Trust and recorded herewith.

SECTION 2. 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, with only such rights as are conferred upon them as beneficiaries hereunder and under the laws of Massachusetts.

SECTION 3. 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 and to receive and/or distribute the income and/or principal thereof for the benefit of the Unit Owners who are owners from time to time of the Units in the Condominium. The beneficial interest of each Unit Owner is equal to the percentage interest of each Owner in the common areas and facilities set forth and contained in Schedule C of the Master Deed recorded herewith and as amended from time to time.

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SECTION 4. By-Laws: This Declaration of Trust, as amended from time to time, shall be and comprise the By-Laws of the Condominium. The provisions of this Declaration of Trust are applicable to the property of the Condominium and to the use and occupancy thereof. The term "property" as used herein shall include the land, the buildings, the sewer treatment plant (including all pipes constituting the sewer collection system and the related appurtenances and easements for sewer lines), and all other improvements thereon including the Units and common areas and facilities (hereinafter the "Common Elements") and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Chapter 183A of Massachusetts General Laws. The provisions of this Declaration of Trust shall become applicable automatically to property which may be added to the Condominium as Units and Common Elements upon the recording of an amendment to the Master Deed pursuant to the terms thereof submitting such additional property to the provisions of Chapter 183A of the Massachusetts General Laws.

All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to this Declaration of Trust, the Master Deed, the Rules and Regulations and all covenants, agreements, restrictions, easements and declarations of record ("title conditions"). The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement that this Declaration of Trust, the Rules and Regulations, the provisions of the Master Deed, as they may be amended from time to time, and the title conditions are accepted, ratified, and will be complied with.

ARTICLE III
BOARD OF TRUSTEES

SECTION 1. Number and Term: The Trust shall be governed by a Board of Trustees the size of which shall be not more than seven, nor less than three, as shall be determined and elected from time to time by the Unit Owners at their annual meeting or any special meeting in lieu of the annual meeting. Under no circumstances, however, except as described in Section 4 herein, shall the Board be comprised of more than three members until all of the developer's appointees have been replaced in the manner described herein. Until all of the original Trustees are succeeded by the Trustees elected by the Unit Owners, Trustees need not be Unit Owners. The original members of the Board of Trustees are three in number and have been appointed by the Developer and the Developer shall have the right to reappoint the original members upon the expiration of their terms or appoint new members to any vacancy, until and to the extent that trustees



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are elected by the Unit Owners, pursuant to Article III, Section 4 of this Declaration of Trust. The term Board of Trustees as it is used herein shall mean the Board as it is constituted from time to time. The names of the original Trustees appointed by the Developer and their respective terms are:

<u>Name</u>	<u>Term</u>
James M. McBride	One Year
J. Timothy Nealon	Two Years
Robert C. Pratt	Three Years

SECTION 2. Powers and Duties: The Board of Trustees shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Master Deed or by this Declaration of Trust may not be delegated to the Board of Trustees by the Unit Owners. Such powers and duties of the Board of Trustees shall include but shall not be limited to the following:

- (a) Operation, care, upkeep and maintenance of the Common Elements.
- (b) Determination of the common expenses required for the affairs of the Condominium including, without limitation, the operation and maintenance of the Property.
- (c) Collection of the common charges from the Unit Owners.
- (d) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.
- (e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property subject to a right of the Unit Owners to overrule the Board (see Article VII, Section 16).
- (f) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.
- (g) Leasing, managing and otherwise dealing with such community facilities as may be provided for in the Master Deed as being Common Elements.
- (h) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to it or purchased by it as the result of enforcement of the lien for common expenses or otherwise.



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- (i) Obtaining insurance for the Property including the Units pursuant to the provisions hereof, and notifying the insurance companies as to the identity of all mortgagees of the individual condominium units.
- (j) Making repairs, additions and improvements to, or alterations of, the Property and repairs to and restoration of the Property in accordance with the other provisions of this Declaration of Trust; provided, however, that the Board of Trustees shall not undertake any repair, unless of an emergency nature, covered by warranty without the consent of a majority in number and interest of the Unit Owners.
- (k) Enforcing obligations of the Unit Owners, allocating income and expenses and doing anything and everything else necessary and proper for the sound management of the Condominium. The Board shall have the power to levy fines against Unit Owners for violations of rules and regulations established by it to govern the conduct of the Unit Owners. The Board shall give notice to any Unit Owner of a violation of any rule or regulation prior to fining said owner. No fine may be levied for more than \$15.00 for each of the first 30 days of one violation, \$25.00 for each of the second 30 days of any one violation, and \$50.00 for each day that said violation continues thereafter. Such fine shall accumulate daily until the violation ceases. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were common charges owed by the particular Unit Owner or Unit Owners.
- (l) Purchasing or leasing a Unit for use by a resident manager.
- (m) Granting easements, permits and licenses over the common areas for utilities, roads and other purposes reasonably necessary or useful for the operation of the Condominium.
- (n) Waiving, by majority vote, any of the Rules and Regulations of the Condominium.

SECTION 3. Managing Agent and Manager: The Board of Trustees may employ for the Condominium a managing agent and/or a manager at a compensation established by the Board of Trustees, to perform such duties and services as the Board of Trustees shall authorize, including but not limited to the duties listed in subdivisions (a), (c), (d), (f), (g), (i), (j) and (k) of Section 2 of this Article III. The Board of Trustees may delegate to the manager or managing agent, all of the powers granted to the Board of Trustees by this Declaration of Trust other than the powers set forth in subdivisions (b), (e), (h),



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(l), (m) and (n) of Section 2 of this Article III. Such employment may be terminated upon ninety (90) days notice.

SECTION 4. First Board of Trustees: The first Board of Trustees has been designated by the Developer and shall consist of one Trustee designated for a three (3) year term, one for a two (2) year term and one for a one (1) year term. At the first annual meeting of Unit Owners, however, the Trustee holding a one year term shall resign and be replaced by a Trustee elected by the Unit Owners, including the Developer as owner of the unsold units. At the second annual meeting, the Trustee originally designated to serve a two (2) year term shall resign and be replaced by a Trustee elected by the Unit Owners including the Developer as owner of unsold Units. At the third annual meeting, the Trustee originally designated to serve a three (3) year term shall resign and be replaced by a Trustee elected by the Unit Owners, including the Developer as owner of unsold Units. Any and all of said Trustees shall be subject to replacement in the event of resignation or death, in the manner set forth in Section 6 of this Article. Each of the Trustees newly elected to replace Trustees appointed by the Developer shall serve a term of two (2) years. Notwithstanding anything to the contrary herein, if within four (4) months after the time that seventy-five (75%) percent of the Units are conveyed to Unit purchasers or five (5) years after the first unit is sold, whichever is earlier, the Trustees appointed by the Developer still comprise a majority of the Trustees then serving, the Unit Owners shall elect sufficient additional Trustees in accordance with this Declaration of Trust so as to create majority control in favor of the Unit Owners. If two (2) Unit Owners are so elected, they shall serve until the next annual meeting at which time a Trustee appointed by the Developer shall be replaced. In the event that four (4) Unit Owners must be elected in order to compromise a majority of the Board, the two (2) who receive the fewest votes shall serve until the next annual meeting, and the two (2) receiving the greatest number of votes shall serve until the second annual meeting following said election.

SECTION 5. Removal: Trustees may be removed for cause by an affirmative vote of a majority of the Unit Owners. No Trustee other than the members of the initial Board of Trustees shall continue to serve on the Board if, during the term of office, the Trustee shall cease to be a Unit Owner.

SECTION 6. Vacancies: Vacancies in the Board of Trustees shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Trustees held for that purpose promptly after occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Trustees for the remainder of the term of the member being replaced, except for those vacancies which the Developer has a right to fill pursuant to Article III, Section 1 of this Trust.



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SECTION 7. Organization Meeting: The first meeting of the members of the Board of Trustees following the annual meeting of the Unit Owners shall be held within ten (10) days thereafter, at such time and place as shall be determined by the Unit Owners at the meeting at which such Board of Trustees shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Trustees in order to legally constitute such meeting, providing a majority of the whole Board of Trustees shall be present thereat.

SECTION 8. Regular Meetings: Regular meetings of the Board of Trustees may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Trustees, but at least one such meeting shall be held during each calendar year. Notice of regular meetings of the Board of Trustees shall be given to each member of the Board of Trustees by mail or telegraph, at least three (3) business days prior to the day named for such meetings.

SECTION 9. Special Meetings: Special meetings of the Board of Trustees may be called by the President on three (3) business days' notice to each member of the Board of Trustees, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Trustees shall be called by the President or Clerk in like manner and on like notice on the written request of at least three (3) members of the Board of Trustees.

SECTION 10. Waiver of Notice. Any member of the Board of Trustees may at any time waive notice of any meeting of the Board of Trustees in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Trustees at any meeting of the Board shall constitute a waiver of notice of the time and place thereof. If all the members of the Board of Trustees are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

SECTION 11. Quorum of Board of Trustees: At all meetings of the Board of Trustees, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Trustees present at a meeting at which a quorum is present shall constitute the decision of the Board of Trustees. If at any meeting of the Board of Trustees there shall be less than a quorum present, a majority of those present may adjourn the meeting. At the next meeting at which a quorum is present, any business which might have been transacted at the meeting called originally may be transacted without further notice.

SECTION 12. Fidelity Bonds: The Board of Trustees shall obtain adequate fidelity bonds for all officers, employees and agents of the Condominium who handle or are responsible for Condominium funds. The fidelity bond shall cover the maximum



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amount of funds that will be in the custody of the Trust or its management agent at any time while the bond is in force. Additionally, the coverage must at least equal the sum of three (3) months assessments on all units in the condominium, plus the association's reserve funds. The bonds shall name the Trust as obligee, contain waivers by the issuers of all defenses based upon the exclusions of persons serving without compensation from the definitions of "employees", provide for at least ten (10) days notice to the Trust in the event of modification or cancellation, and constitute a common expense to the Trust.

SECTION 13. Compensation: No member of the Board of Trustees shall receive any compensation from the Condominium for acting as such.

SECTION 14. Liability of the Board of Trustees: The members of the Board of Trustees shall not be liable to the Unit Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify, defend and hold harmless each of the members of the Board of Trustees against all contractual liability to others arising out of contracts made by the Board of Trustees on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or of this Declaration of Trust. It is intended that the members of the Board of Trustees shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is permissible for the members of the Board of Trustees who are members of or employed by the Developer, to vote to authorize the Board of Trustees to contract with the Developer and affiliated corporations and to so contract without fear of being charged with self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Trustees or out of the aforesaid indemnity in favor of the members of the Board of Trustees shall be limited to such proportions of the total liability thereunder as his/her interest in the Common Elements bears to the interests of all the Unit Owners in the Common Elements. Every agreement made by the Board of Trustees, or the managing agent, or the manager, on behalf of the Condominium shall provide that the Board of Trustees, or managing agent or manager as the case may be, is acting only as agent for the Unit Owners and shall have no personal liability thereunder, except as a Unit Owner. Such agreement shall also state that a Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his/her interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

SECTION 15. Office: The office of the Condominium and the Board of Trustees is located at Cedar Street, Hopkinton, Middlesex County, Massachusetts.



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ARTICLE IV
UNIT OWNERS

SECTION 1. Beneficial Interests: 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 interests set forth in Schedule C to the Master Deed recorded herewith, as the same may be amended.

SECTION 2. Annual Meetings: Within one (1) year following the date of conveyance of the first Unit, the Board of Trustees shall call the first annual meeting of Unit Owners. Thereafter, annual meetings shall be held within two weeks of the anniversary of such date each succeeding year. At such meetings there shall be elected by ballot of the Unit Owners members to the Board of Trustees in accordance with the requirements of Article III of this Declaration of Trust. The Unit Owners may also transact such other business of the Condominium as may properly come before them.

SECTION 3. Place of Meetings: Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Trustees.

SECTION 4. Special Meetings: It shall be the duty of the President to call a special meeting of the Unit Owners as directed by the Board of Trustees or upon a petition presented to the Clerk signed by at least one-third in number of the Unit Owners.

SECTION 5. Notice of Meetings: It shall be the duty of the Clerk to mail a notice of each annual meeting stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at least ten (10) but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in this Declaration of Trust shall be considered notice served.

SECTION 6. Adjournment of Meetings: If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority in common interest of the Unit Owners who are present at such meeting, either in person or by proxy, shall adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

SECTION 7. Order of Business: The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll call;



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- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting;
- (d) Reports of officers;
- (e) Report of Board of Trustees;
- (f) Reports of Committees;
- (g) Election of inspectors of election (when so required);
- (h) Election of members of the Board of Trustees (when so required);
- (i) Unfinished business;
- (j) New business.

SECTION 8. Title to Units: Title to Units may be taken in the name of an individual or in the names of two (2) or more persons as tenants in common or as joint tenants or as tenants by the entirety, or in the name of a corporation, trust or partnership, or in the name of a fiduciary, subject to any limitations that may be required as a result of Article VII, Section 11, herein.

SECTION 9. Voting: The Owner or Owners of each Unit or any person designated by such Owner or Owners to act as a proxy shall be entitled to cast the votes appurtenant to such Unit at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Clerk and shall be revocable at any time by written notice to the Clerk by the Owner or Owners so designating. Unit Owners (including the Developer, if the Developer shall then own one or more units) shall be entitled to vote according to their respective percentage of the undivided interest of the common areas and facilities. Such percentage interest shall be rounded off to the nearest .001. Any Unit or Units owned by the Board of Trustees or its designee shall not be entitled to vote and shall be excluded from the total common interests when computing the interest of all other Unit Owners for voting purposes. In the event the Developer duly amends the Master Deed so as to cause the Condominium to be enlarged by additional phases, Units in such additional phases shall be entitled to vote and shall be chargeable with their share of common charges from and after the date of conveyance of the first Unit in such Phase.

SECTION 10. Majority of Unit Owners: As used in this Declaration of Trust the term "Majority of Unit Owners" shall mean those Unit Owners having more than fifty (50%) percent of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners



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determined in accordance with the provisions of Section 8 of this Article.

SECTION 11. Quorum: Except as otherwise provided in this Declaration of Trust, the presence of a majority of the Condominium's Unit Owners in person or by proxy shall constitute a quorum at all meetings of the Unit Owners.

SECTION 12. Majority of Votes: The vote of a majority of the Unit Owners present at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where in the Master Deed or this Declaration of Trust, or by law, a higher percentage vote is required.

ARTICLE V
OFFICERS

SECTION 1. Designation: The principal officers of the Condominium shall be the President, the Vice President, the Clerk and the Treasurer, all of whom shall be elected by the Board of Trustees. The Board of Trustees may appoint an assistant treasurer, an assistant clerk and such other officers as in its judgement may be necessary. The President and Vice President, but no other officers, need be members of the Board of Trustees.

SECTION 2. Election of Officers. The officers of the Condominium shall be elected annually by the Board of Trustees at the organization meeting of each new Board of Trustees and shall remain in office until their successors are elected.

SECTION 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Trustees, any officer may be removed, either with or without cause, and his/her successor may be elected at any regular meeting of the Board of Trustees, or at any special meeting of the Board of Trustees called for such purpose.

SECTION 4. President: The President shall be the chief executive officer, presiding at all meetings of the Unit Owners and of the Board of Trustees and having all of the general powers and duties incident to the office of the President of a stock corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts, including but not limited to the power to appoint committees from among the Unit Owners from time to time as she/he may in his/her discretion decide are appropriate to assist in the conduct of the affairs of the Condominium.

SECTION 5. Vice-President: The Vice-President shall take the place of the President and perform the duties of that office whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the



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Board of Trustees shall appoint some other member of the Board of Trustees to act in the place of the President on an interim basis. The Vice-President shall also perform such other duties as shall be imposed from time to time upon him/her by the Board of Trustees or by the President.

SECTION 6. Clerk: The Clerk shall keep the minutes of all meetings of the Unit Owners and of the Board of Trustees; shall have charge of such books and papers as the Board of Trustees may direct; and shall, in general, perform all the duties incident to the office of Clerk of a stock corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts.

SECTION 7. Treasurer: The Treasurer shall have the responsibility for funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all money and other valuable effects in the name of the Board of Trustees, or the managing agent, in such depositories as may be designated from time to time by the Board of Trustees, and shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts.

SECTION 8. Agreements, Contracts, Deeds, Checks, Etc.: All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two (2) officers of the Condominium or by such other person or persons as may be designated by the Board of Trustees.

SECTION 9. Compensation of Officers: No Officer shall receive any compensation from the Condominium for acting as such.

ARTICLE VI

NOTICE

SECTION 1. Definition: Whenever notice is required to be given to the Board of Trustees, a Trustee or a Unit Owner under the provisions of the Master Deed or of this Declaration of Trust, it shall not be construed to mean personal notice. Rather, such notice may be given in writing by depositing same in the mail addressed to the Board of Trustees, a Trustee or a Unit Owner at such address as appears on the books of the Condominium. Notice shall be deemed given as of the date of mailing.

SECTION 2. Service of Notice; Waiver: Whenever any notice is required to be given by law or by the provisions of the Master Deed or this Declaration of Trust, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.



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ARTICLE VII
OPERATION OF THE PROPERTY

SECTION 1. Determination of Common Charges: The Board of Trustees shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of common charges payable by the Unit Owners to meet the common expenses of the Condominium and allocate and assess such common charges among the Unit Owners according to their respective common interests. The common expenses shall include, but are not limited to, the cost of all insurance premiums on all policies of insurance required to be obtained or which have been procured by the Board of Trustees pursuant to the provisions of this Declaration of Trust. The common expenses may also include such amounts as the Board of Trustees may deem proper for the operation and maintenance of the Property, including, without limitation, amounts for working capital reserves, general operating reserves, replacement reserves and reserves to cover prior year deficits in common expenses.

The common expenses of INDIAN BROOK CONDOMINIUM TRUST shall include all expenses and charges relating to the operation, maintenance, repair, replacement and financing of the sewer treatment plant 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, including the sewer treatment plant. The payment of all charges herein shall be made part of the monthly condominium fee.

The common expenses assessed to the Unit Owners by the Trustees shall be adequate to generate revenues sufficient to fund the proper operation and maintenance of the sewer treatment plant and to generate a capital replacement fund. In addition, the Trustees, on behalf of the Unit Owners, shall establish and maintain an escrow account with sufficient funds to provide for the emergency replacement of the sewer treatment plant.

In order to provide initial working capital for the Condominium, the Board of Trustees shall collect from each Unit purchaser from the Developer an amount equal to Three Hundred (\$300.00) Dollars, such sum to be maintained in a separate account for the use and benefit of the Trust. Such amounts shall not be considered advance payments or regular monthly assessments. The Developer, after 60 days from the initial conveyance in any one phase, will pay the Condominium Association Three Hundred (\$300.00) Dollars for each Unit not conveyed but shall be entitled to reimbursement when said Unit is conveyed.

With respect to common charges on Units owned by the Developer but unoccupied, Developer will pay their share of such charges from the date of the conveyance of the first unit in the phase in which Developer's unit(s) is located.



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The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Trustees, on behalf of all Unit Owners, of any Unit whose owner has sold or leased such Unit to the Condominium or of any Unit which is to be sold at a foreclosure or other judicial sale.

The Board of Trustees shall advise all Unit Owners promptly in writing of the amount of the common charges payable by each of them, respectively, as determined by the Board of Trustees, as aforesaid and shall furnish copies of each budget on which such common charges are based, to all Unit Owners.

SECTION 2. Payment of Common Charges: All Unit Owners shall be personally obligated to pay the common charges assessed by the Board of Trustees pursuant to the provisions of Section 1 of this Article VII. Under no circumstances may Unit Owners withhold common charges assessed against their unit during their ownership thereof. Common Charges are payable in full for the entire fiscal year on the first day of the month following the distribution of the budget for said year. The Trustees may, however, permit payments to be made, in advance, in equal monthly installments, or at such other time or times as they shall determine, unless any common charge remains unpaid for more than thirty (30) days from the due date for payment thereof, in which case all common charges remaining to be paid during the fiscal year then in effect shall become immediately due and payable.

No Unit Owner shall be liable for the payment of any part of the common charges assessed against the Unit subsequent to a sale, transfer or other conveyance (made in accordance with the provisions of Section 1 of Article IX of this Declaration of Trust) of such Unit, together with the Appurtenant Interests, as defined in Section 2 of Article IX hereof.

Any unpaid assessment of common expenses shall constitute a lien on the Unit (together with the Unit's undivided interest in the common area and facilities) of the Unit Owner, subject to enforcement as provided for in Massachusetts General Laws Chapter 183A and said lien shall be subordinate to a first mortgage on said Unit. A lien for unpaid common expenses shall be a personal obligation of the Unit Owner at the time the assessment was due and shall not pass to successors in title unless they agree to assume the obligation.

A mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit shall not be liable for, and such Unit shall not be subject to, a lien for the payment of common charges assessed prior to the foreclosure sale.

SECTION 3. Collection of Assessments: The Board of Trustees shall assess common charges against the Unit Owners from time to time (at least annually) and shall take prompt action to collect any common charge due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date for



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payment thereof. Interest at the rate of 1 1/2% per month (or as permitted by law) may be charged on all payments which are more than fifteen (15) days overdue.

SECTION 4. Default in Payment of Common Charges: In the event of default by any Unit Owner paying to the Board of Trustees the common charges as determined by the Board of Trustees, such Unit Owner shall be obligated to pay interest in the manner described in Section 3 herein, together with all expenses, including attorney's fees, incurred by the Board of Trustees in proceedings brought to collect such unpaid common charges. The Board of Trustees shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such Unit Owner, or enforce a lien on such Unit as provided in Section 6 of Chapter 183A of Massachusetts General Laws.

SECTION 5. Suit for Unpaid Common Charges: A suit to recover a money judgement for unpaid common charges shall be maintainable without enforcing or waiving the lien securing the same.

SECTION 6. Statement of Common Charges: The Board of Trustees shall provide any Unit Owner so requesting the same in writing, a written statement of all unpaid common charges due from each Unit Owner.

SECTION 7. Insurance: The Board of Trustees shall be required to obtain and maintain the following insurance (but may obtain such additional insurance as they deem appropriate):

- (a) All risk coverage insurance one hundred (100%) percent of the current replacement cost of all the Common Elements, including fixtures and building service equipment to the extent that they are Common Elements, as well as common personal property and supplies belonging to the Indian Brook Condominium Trust, and also including walls, ceilings and floors, and fixtures, installations or additions comprising a part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of individual condominium units initially installed or replacements thereof in accordance with the original condominium plans and specifications, but not including other fixtures, drapes, wallcoverings, furniture or other personal property installed within a Unit. Such insurance policy shall name as the insured the Indian Brook Condominium Trust to which there shall be remitted any loss payable, as trustee for each Unit Owner and for each Unit Owner's mortgagee. These beneficiaries shall receive any such proceeds on the basis of the percentage of common interest specified in the Condominium Master Deed. The insurance policy



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shall also contain the standard mortgagee clause in favor of each mortgagee of a Unit and shall provide that any loss thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the aforementioned loss payment provisions in favor of the Board of Trustees of the Trust.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or of invalidity arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be cancelled or modified substantially without at least ten (10) days prior to notice to all of the insureds including all mortgagees of Units. Duplicate originals of all new policies of physical damage insurance and all renewals of existing policies, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the then current policies.

Unit Owners should carry insurance for their own benefit insuring their wallcoverings, fixtures (to the extent not covered by the Master Insurance Policy), furniture, furnishings and other personal property provided that all such policies shall contain waivers of subrogation against the Trustees, their agents and/or employees and further provided that the liability of the carriers issuing insurance obtained by the Board of Trustees shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

- (b) General liability insurance covering all of the common areas and public ways of the Condominium, each member of the Board of Trustees, the managing agent, the manager and each Unit Owner. Such policy shall also cover liabilities of the Unit Owners as a group to a Unit Owner individually. Coverage shall be in an amount equal to at least \$1,000,000. for bodily injury, including deaths of persons and property damage arising out of a single occurrence, and for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation and maintenance of the common areas, and for legal liability for independent contracts entered into by the Trust. Such policy may not be cancelled or modified substantially without at least ten (10) days prior written notice to the Trust and to all eligible first mortgagees.
- (c) Workmen's compensation insurance, if necessary.



318536 P 606

SECTION 8. Repair or Reconstruction After Fire or Other Casualty: In the event of damage to or destruction of the Common Elements or to the Units as a result of fire or other casualty, the Board of Trustees shall arrange for the prompt repair and restoration of the Common Elements and the Units to the extent of the coverage of the Master Insurance Policy; and the Board of Trustees shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Trustees may assess all the Unit Owners for such deficit and for a completion bond for such deficit as part of the common charges.

If there shall have been a repair or restoration pursuant to the first paragraph of this Section 8, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds shall be added to the Condominium's reserve fund or, at the option of the Board of Trustees, divided among all the Unit Owners in proportion to their respective common interest after first paying out the share due each Unit Owner such amounts as may be required to reduce unpaid liens on such Unit in the order of priority of such liens.

Notwithstanding the foregoing, if as a result of fire or other casualty the loss exceeds ten (10%) percent of the value of the Condominium prior to the casualty; and

- (a) If seventy-five (75%) percent of the Unit Owners and fifty-one (51%) percent of the holders of first mortgages on the Units do not agree within 120 days after the date of the casualty to proceed with repair or restoration, the Condominium including all Units shall be subject to a partition upon suit of a Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement is filed. The net proceeds of the partition sale together with any common funds shall be divided in proportion to the Unit Owners' respective undivided ownership in the common areas and facilities of the Condominium. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A of the Massachusetts General Laws; or
- (b) If seventy-five (75%) of the Unit Owners of the Condominium and fifty-one (51%) of the holders of first mortgages on the Units agree to proceed with necessary repair or restoration, the cost of the rebuilding in excess of any available common funds including the proceeds of any insurance, shall be a common expense; provided, however, that if such excess cost exceeds ten (10%) percent of the value of the Condominium prior to the casualty, any Unit Owner who did not so agree may



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apply to the Superior Court Department of the Trial Court of Middlesex County, after giving notice to the Board of Trustees as the Court shall direct, for an order directing the purchase of his/her Unit by the Board of Trustees at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense of the Condominium.

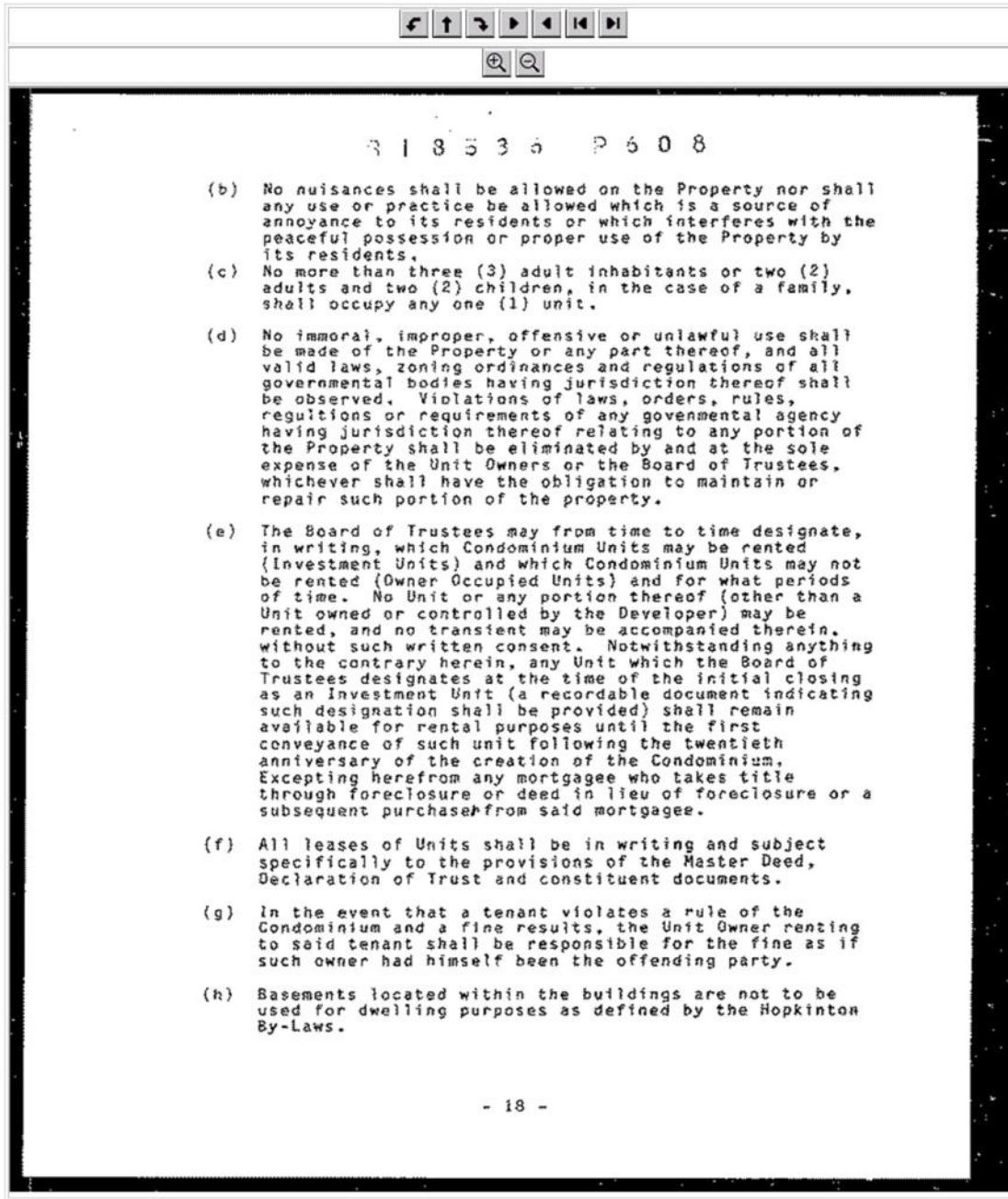
SECTION 9. Maintenance and Repair:

- (a) All maintenance and repairs to any Unit other than to the Common Elements contained therein, shall be done by the Unit Owner at the Unit Owner's expense, excepting as otherwise provided specifically herein.
- (b) All maintenance, repairs and replacements to the Common Elements of the Condominium as defined in the Master Deed shall be made by the Board of Trustees and shall be charged to all the Unit Owners as a common expense, excepting as otherwise provided specifically herein, and also excepting to the extent that the same are necessitated due to the negligence, misuse or neglect of the Unit Owner, any occupants of the Unit, their guests, agents or employees, in which case such expense shall be charged to such Unit Owner.

SECTION 10. Decks: A deck or decks to which there is direct access from the interior of a Unit shall be for the exclusive use of the owners and occupants of such Unit. Any such deck(s) shall be kept free and clear of snow, ice and any other accumulation by the owner of such Unit who shall also make all repairs thereto caused or permitted by his/her negligence, misuse or neglect or the negligence, misuse or neglect of any occupants of the Unit, their guests, agents or employees. All other repairs in, to or with respect to such deck shall be made by the Board of Trustees, and the cost thereof shall be a common expense of the Condominium. A parking space, if any, to which a Unit Owner has been granted an exclusive easement pursuant to the terms of the Master Deed and as designated in the Unit Owner's unit deed shall be for the exclusive use of the owners and occupants of the unit. Any such parking space shall be maintained and cleaned by the Board of Trustees and the costs thereof shall be a common expense of the Condominium.

SECTION 11. Restrictions on Use of Units: In order to provide for congenial occupancy of the Property, the use of the Property shall be restricted to single family housing governed by the following restrictions:

- (a) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units.





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SECTION 12. Improvements:

- (a) If fifty (50%) percent or more but less than seventy-five (75%) percent of the Unit Owners of the Condominium agree to make an improvement to the Common Elements, the cost of such improvement shall be borne solely by the Unit Owners so agreeing.
- (b) Seventy-five (75%) percent or more of the Unit Owners of the Condominium may agree to make an improvement to the Common Elements and assess the cost thereof to all Unit Owners as a common expense, but if such improvement shall cost in excess of ten (10%) percent of the then value of the Condominium, any Unit Owner not so agreeing may apply to the Superior Court Department of the Trial Court for Middlesex County, on such notice to the Board of Trustees as the Court shall direct, for an order directing the purchase of his/her Unit by the Board of Trustees at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense of the Condominium.

SECTION 13. Additions, Alterations or Improvements by Unit Owners: No Unit Owner shall make any structural addition, alteration or improvement in or to the Unit without the prior written consent of the Board of Trustees. Any application to any department of the Town of Hopkinton or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Board of Trustees only. The Board shall not be liable, however, to any contractor, subcontractor, materialman or other person for personal injury or property damage arising from such addition, alteration or improvement. The provisions of this Section 13 shall not apply to Units owned by the Developer until such Units shall have been sold by the Developer and for which payment has been received.

SECTION 14. Use of Common Elements: No Unit Owner shall place or cause to be placed in or on Common Elements other than deck or patio to which such Unit Owner has direct access any furniture, packages or objects of any kind except as permitted by the Board of Trustees.

The use or maintenance of the common areas and facilities, including the sewer treatment plant and other sewerage disposal systems in a manner contrary or inconsistent with any applicable statute or any rule or regulation of the Department of Environmental Quality Engineering is hereby prohibited.

Also, with respect to said sewer treatment plant, Unit Owners shall be responsible for insuring that the Trustees of Indian Brook Condominium Trust comply with all applicable statutes, regulations or permit conditions relating to said plant.



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The Declarant reserves the right to allow additional hookups to the sewer treatment plant for any surplus gallonage that may exist. If such additional hookups are allowed, the owners of said hookups shall pay their proportionate share of the cost of running and maintaining said plant, including reserves, that their hookups are to the whole.

SECTION 15. Right of Access: A Unit Owner shall grant a right of access to the Unit to the manager and/or the managing agent and/or any other person authorized by the Board of Trustees, the manager or the managing agent, for the purpose of making inspection or for the purpose of correcting any conditions originating in his/her Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in the Unit or elsewhere in the Building in which the Unit is located, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section 15, any costs for repairs shall be borne in accordance with the provisions of Section 9 of this Article.

SECTION 16. Rules of Conduct: Rules and regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board of Trustees, provided that any such rule or regulation concerning the sewer treatment plant shall require the prior written approval of the Division of Water Pollution Control of the Department of Environmental Quality Engineering. A majority vote of Unit Owners at a meeting held in compliance with Article IV of this Trust may overrule the Board, provided that any such change in rules or regulations concerning the sewer treatment plant shall require the prior written approval of the Division of Water Pollution Control of the Department of Environmental Quality Engineering. Copies of such rules and regulations shall be furnished by the Board of Trustees to each Unit Owner prior to the time when the same shall become effective. Initial rules and regulations which shall become effective until amended by the Board of Trustees are annexed hereto and made a part hereof as Schedule A.

SECTION 17. Electricity and Water Charges: Electricity shall be supplied by the public utility company serving the area directly to each Unit through a separate meter. Water shall be supplied by the Town of Hopkinton or private wells and shall be paid for by the Condominium Association. Each Unit Owner shall be required to pay the bills for electricity consumed or used in his/her Unit.



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ARTICLE VIII

MORTGAGES

SECTION 1. Notice to Board of Trustees: A Unit Owner who mortgages his/her Unit shall notify the Board of Trustees of the name and address of his/her mortgagee and shall file a copy of the note and mortgage with the Board of Trustees. The Board of Trustees shall maintain such information in a book entitled "Mortgages of Units".

SECTION 2. Notice of Unpaid Common Charges: The Board of Trustees whenever so requested in writing by a mortgagee of a Unit shall report promptly any then unpaid common charges due from, or any other default by the owner of the mortgaged Unit.

SECTION 3. Notice of Default: The Board of Trustees, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has been furnished theretofore to the Board of Trustees.

SECTION 4. Examination of Books: Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, with reasonable notice, on business days.

ARTICLE IX

SALES AND MORTGAGES OF UNITS

SECTION 1. No Severance of Ownership: No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to a Unit without including therein the rights in the Common Elements ("Appurtenant Interests"), it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be mentioned expressly or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or disposed of otherwise, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interest of all Units.

SECTION 2. Financing of Purchase of Units by Board of Trustees: Acquisition of Units by the Board of Trustees may be made from the working capital and common charges held by the Board of Trustees, or if such funds are insufficient, the Board of Trustees may levy an assessment against each Unit Owner in proportion to ownership in the Common Elements as a common



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charge, which assessment shall be enforceable in the same manner as provided in Sections 4 and 5 of Article VII, or the Board of Trustees, in its 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 together with the Appurtenant Interest so to be acquired by the Board of Trustees.

SECTION 3. Waiver of Right of Partition with Respect to Such Units as Are Acquired by the Board of Trustees: In the event that a Unit shall be acquired by the Board of Trustees, all Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

ARTICLE X
CONDEMNATION

If more than ten (10%) percent of the Condominium is taken under the power of eminent domain, the taking shall be treated as a "casualty loss", and the provisions of Section 17 of Chapter 183A of Massachusetts General Laws shall apply. Where one or more Units have been altered substantially or rendered uninhabitable as a result of a partial taking and the Unit Owners vote to restore and continue the Condominium pursuant to the provisions of Section 17 of said Chapter 183A, the Board of Trustees shall have the authority to acquire the remaining portions of such Units for such price as the Board of Trustees shall determine, provided that any Unit Owner of such remaining portion who does not agree with such determination may apply to the Superior Court of Middlesex County on such notice to the Board of Trustees as the Court shall direct for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court. Where as a result of a partial taking any Unit is decreased in size or where the number of Units is decreased by a partial taking, then the Board of Trustees may make such provision for realignment of the percentage interest in the Common Elements as shall be just and equitable.

In the event of a total or partial taking under the powers of eminent domain, the Unit Owners shall be represented by the Condominium acting through the Board of Trustees. In the event of a partial taking, the award shall be allocated to the respective Unit Owners according to their undivided interest in the Common Elements, except as to such portion or portions of the award which are attributable to direct or consequential damages suffered by particular Units, which shall be payable to the owners of such Units or their mortgagees as their interests may appear. In the case of a total taking of all Units and the Common Elements, the entire award shall be payable to the Board of Trustees and distributed to the Unit Owners in accordance with their respective percentage interests in the Common Elements or to their mortgagees as their interests may appear.



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ARTICLE XI
RECORDS

The Board of Trustees or its managing agent shall keep detailed records of the actions of the Board of Trustees and the managing agent, minutes of the meetings of the Board of Trustees, minutes of the meetings of the Unit Owners and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures as well as a separate account for each Unit, which among other things shall contain the amount of each assessment of common charges against such Unit, the date when due, the amounts paid thereon and the balance remaining unpaid. An annual report of the receipts and expenditures of the Condominium shall be rendered by the Board of Trustees to all Unit Owners promptly after the end of each fiscal year. Copies of the Master Deed, this Declaration of Trust, Rules and Regulations and site and floor plans of the Buildings and Units, as the same may be amended from time to time, shall be maintained at the office of the Board of Trustees and shall be available for inspection by Units Owners and their authorized agents during reasonable business hours and upon reasonable notice.

ARTICLE XII
MISCELLANEOUS

SECTION 1. Invalidity: The invalidity of any part of this Declaration of Trust shall not impair or affect in any manner the validity, enforceability or effect of the balance of said Declaration of Trust.

SECTION 2. Captions: The captions herein are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope of the Declaration of Trust or the intent of any provision herein.

SECTION 3. Singular/Plural: The use of the singular in this Declaration of Trust shall be deemed to include the plural, wherever the context so requires. The phrase Unit Owner shall be deemed to include the Unit Owner or said Owner's lessee and the family, servants, employees, agents, visitors and licensees of said Unit Owner or lessee.

SECTION 4. Waiver: No restriction, condition, obligation or provision contained in this Declaration of Trust shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches thereof which may occur.



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SECTION 5. Signs: No sign, plaque or communication of any description shall be placed on the exterior of any Unit or Common Element, by either a Unit Owner or the Board of Trustees, nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the property or in any Unit therein, except as permitted in Paragraph 10 of Schedule A to the Condominium Trust. No Unit shall be used or rented for transient, hotel or motel purposes.

SECTION 6. Right of Action: Any aggrieved Unit Owner shall have an appropriate right of action against Unit Owners of the Board of Trustees for failure to comply with the provisions of this Declaration of Trust, constituent documents or the decisions of the Board of Trustees made pursuant thereto.

SECTION 7. Water: Maintenance of the water system for the Condominium shall be the sole responsibility of the Condominium. The Town of Hopkinton shall assist with repairs in the same manner as it does in other private developments. The Condominium shall own and be responsible for the repair and replacement of all mains, hydrants, valves, appurtenances and service pipe within the Condominium. The Condominium shall also pay to the Town a water fee for usage and repairs.

SECTION 8. Rubbish Removal: The Town of Hopkinton has no responsibility for the removal of rubbish from the Condominium. It shall be the responsibility of the Condominium to make all arrangements for such removal.

SECTION 9. Snow Removal: Snow plowing shall begin when there is a three (3") inch snow cover and shall be continued until the storm stops. All drives and streets shall be completely plowed.

SECTION 10. Roads, Driveways and other Facilities: All roads and driveways shall be maintained in such manner as to provide access by firefighting equipment to all buildings and structures at all times. All roads, driveways, parking areas, utilities and other Condominium facilities shall be fully maintained and operated by the Condominium Trust.

SECTION 11. Common Open Space: The purpose of the Common Open Space (see Article XIII, Section 4 herein) is to retain the land predominantly in its natural, scenic and open condition for the recreational use of the Condominium's residents.

ARTICLE XIII

AMENDMENTS AND TERMINATION

SECTION 1. The Trustees, with the consent in writing of Unit Owners entitled to more than fifty (50%) percent of the beneficial interest hereunder, may at any time and from time to



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time amend, alter, add to or change this Declaration of Trust in any manner or to any extent except as such may cause a violation of the terms of the Hopkinton Zoning By-Law or the Special Permit authorizing construction of the Condominium. The Trustees must first, however, be duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change shall be valid or effective: (a) which is made without the consent of the Developer at such time as the Developer is entitled to five (5%) percent of the beneficial interest hereunder; (b) according to the purport of which the percentage of the beneficial interest hereunder of any Unit Owner would be altered, other than by consent of all the Unit Owners or in any manner or to any extent whatsoever modified or affected so as to be different than the percentage of the individual interest of such Unit Owner in the Common Elements as set forth in the Master Deed and amendments thereto. Nothing herein, however, shall effect the Developer's right to add additional phases and thereby effect the percentage interest in the Common Elements to which any Unit is entitled, all as more specifically set forth in Section 14 of the Master Deed; or (c) which would render this Declaration of Trust contrary to or inconsistent with any requirement or provision of said Chapter 183A. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this Section shall become effective upon the recording with the Middlesex South District Registry of Deeds of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgement of deeds by the Trustees setting forth in full the amendment, alteration, addition or change, and reciting the consent of the Unit Owners herein required to consent hereto.

Such instrument so executed and recorded shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition or change, and reciting the consent of the Unit Owners herein required to consent thereto.

Such instrument so executed and recorded shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons, and for all other purposes.

Notwithstanding anything to the contrary in this Declaration of Trust, the consent of the Owners of Units to which at least sixty-seven (67%) percent of the votes in the Trust are allocated and the approval of holders of first mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to first mortgages, shall be required to add or amend any material provisions of the documents of any Condominium which establish, provide for, govern or regulate any of the following:



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- (a) Voting;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Reserves for maintenance, repair or replacement of the common areas;
- (d) Insurance or Fidelity Bonds;
- (e) Rights to use of the Common Elements;
- (f) Responsibility for maintenance and repair of the several portions of the Condominium;
- (g) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- (h) Boundaries of any unit;
- (i) The interest in Common Elements;
- (j) Convertibility of units into common areas or of common areas into units;
- (k) Leasing of units;
- (l) Any provisions which are for the express benefit of mortgage holders, insurers or guarantors of first mortgages on units;
- (m) Reallocation of interests in the general or limited common areas, or rights to their use.

The provisions of sub-paragraphs (a) to (m) do not apply to amendments or termination of the Condominium as a result of destruction, damage or condemnation.

The Master Deed and the Declaration of Trust shall not be altered, amended or otherwise changed if such alteration or amendment will, in any manner, disqualify mortgages of Units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA). All provisions of this Declaration of Trust and the Master Deed shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.

No amendment under Articles XIV or XV of the Master Deed or under Article XIII of the INDIAN BROOK CONDOMINIUM TRUST shall be contrary or inconsistent with any other provision in the Master Deed and Trust relating to the sewer treatment plant or any provisions therein which require the prior written approval of the Department of Environmental Quality Engineering.



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SECTION 2. 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 Chapter as long as such termination does not cause a violation of the terms of the Hopkinton Zoning By-Law or the Special Permit authorizing construction of the Condominium.

In addition, the INDIAN BROOK CONDOMINIUM TRUST may not terminate without the prior written approval of the Division of Water Pollution Control of the Department of Quality Engineering or its successors.

SECTION 3. Upon the termination of this Trust, the Trustees may, subject to and in accordance with provisions of said Chapter 183A, sell and convert into money the whole of the Trust property or any part or parts thereof and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them which shall be conclusive, all other property then held by them in trust hereunder to the Unit Owners, according to their respective percentage of beneficial interest as shown in the Master Deed and amendments thereto. In making any sale under the provisions of this Section 3, the Trustees shall have the power to sell or vary any contract of sale and to resell without being answerable for loss, and for said purposes, to do all things, including the executions and delivery of instruments as may by their performance thereof be shown to be in their judgement necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of Trust property may have passed.

SECTION 4. Notwithstanding anything to the contrary herein, the Trustee may not, under any circumstances (except by an affirmative vote of the Hopkinton Town Meeting) including but not limited to the termination of the Condominium, transfer title to the Common Open Space land shown on a plan of land entitled: "Phase Plan-Site & Parking Plan of Indian Brook Condominium, Hopkinton, Ma., Prep. for: Nempro Development, Inc., Scale: 1" = 40' March 27, 1987 Prep. by: J. D. Marquardt & Associates, Inc., Land Surveying & Engineering, 6 Walcott Street, Hopkinton, Ma." and recorded herewith except as such conveyance is in compliance with the terms of the Hopkinton Zoning By-Law and the Special Permit authorizing construction of the Condominium.



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ARTICLE XIV
CONFLICTS

This Declaration of Trust is set forth to comply with the requirements of Chapter 183A of Massachusetts General Laws. In the event that any provisions herein conflict with the provisions of said statute, the Master Deed or the Declaration of Easements recorded in the Middlesex District Registry of Deeds, the provisions of said statute, the Master Deed or the Declaration of Easements, as the case may be, shall control.

ARTICLE XV
RULES AND REGULATIONS

The Rules and Regulations for Indian Brook Condominium are binding upon all present and future owners, mortgagees, lessees and occupants of Units and their employees and any other persons who make use of the facilities of the property in any manner, and are attached hereto as Schedule A and incorporated herein by reference.

ARTICLE XVI
FEDERAL HOME LOAN MORTGAGE CORPORATION AND
FEDERAL NATIONAL MORTGAGE ASSOCIATION COMPLIANCE

To the extent required to qualify the Units of the Condominium for unit mortgages under then prevailing regulations of the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, the following provisions shall apply notwithstanding any other provision of this Condominium Trust or the Master Deed:

- (a) All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual Condominium Unit and not to the Condominium as a whole.
- (b) Any first mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the mortgagee;
- (c) Except as provided by Chapter 183A, in case of condemnation or substantial loss to the Units and/or common areas and facilities of the Condominium, unless of all of the first mortgagees holding mortgages on individual Units in the Condominium (based upon one vote for each first mortgage owned)



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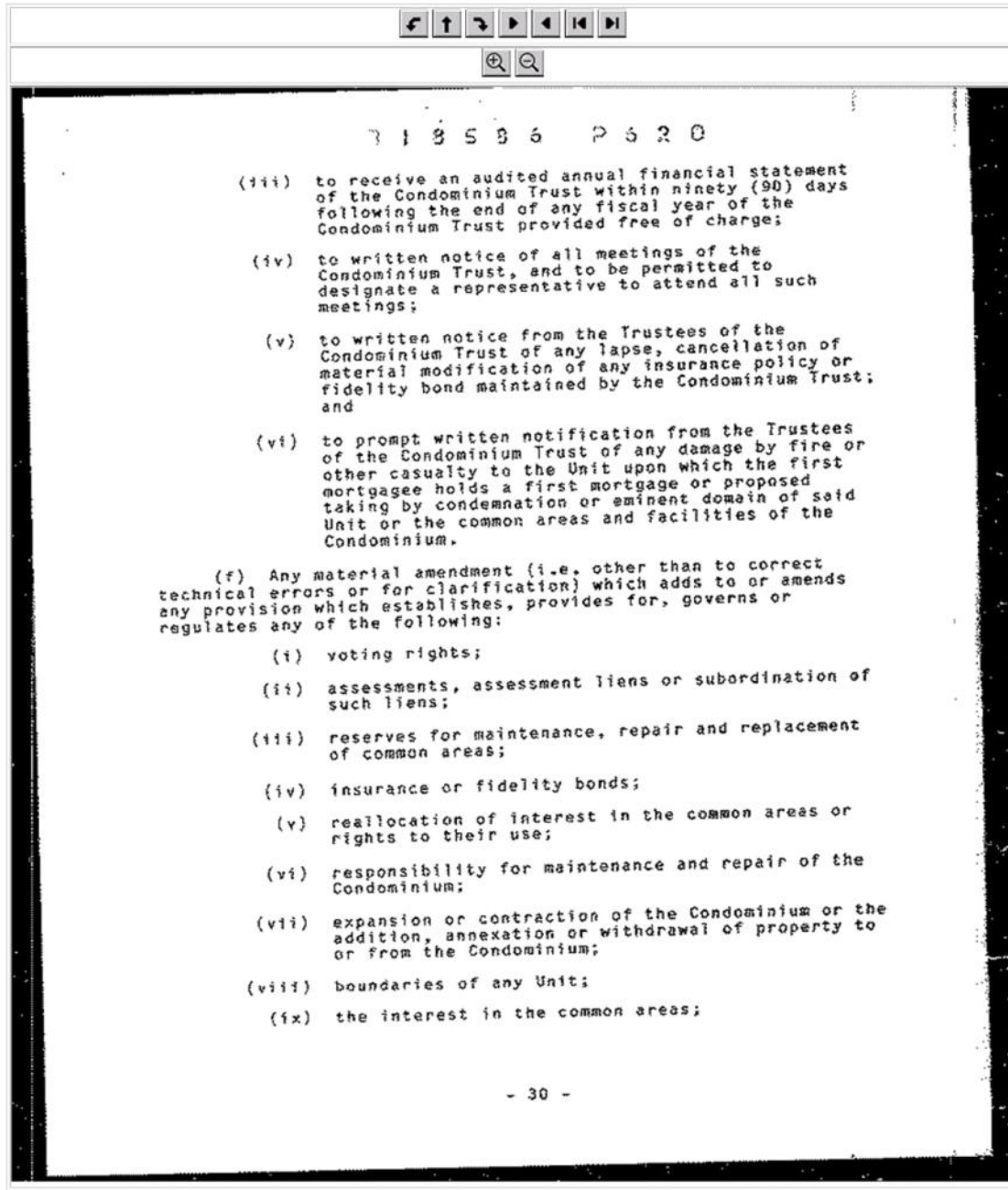
have given their prior written approval, neither the Unit Owners nor the Trustees of the Condominium Trust, by amendment to this Condominium Trust or otherwise, shall be entitled to:

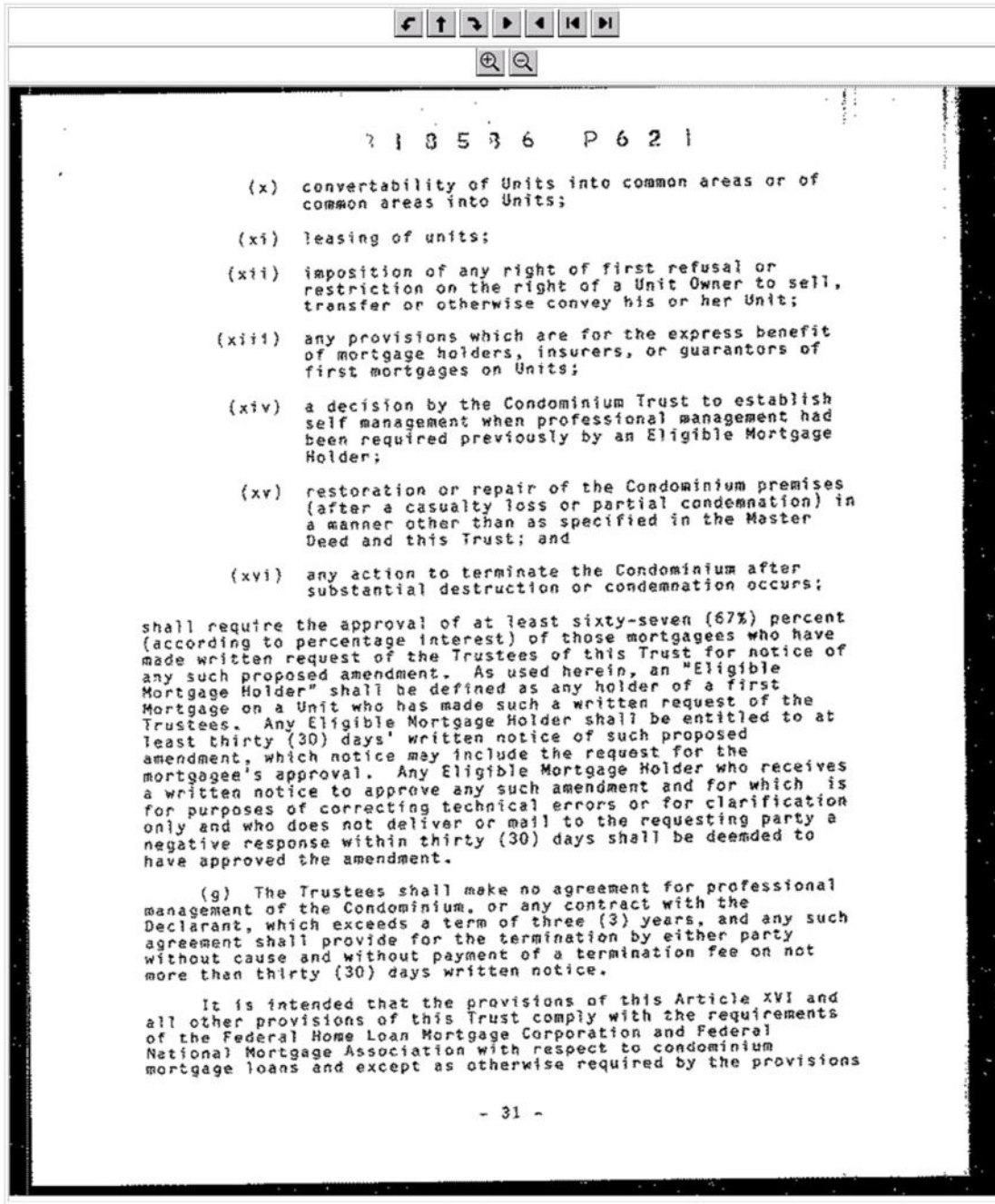
- (i) by act or omission, seek to abandon or terminate the Condominium;
- (ii) change the pro-rata interest or obligations of any individual Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (ii) determining the pro-rata share of ownership of each Unit in the common areas and facilities;
- (iii) partition or subdivide any Unit;
- (iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities by the Condominium shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection; and
- (v) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to common areas and facilities) for other than the repair, replacement or reconstruction of such property of the Condominium.

(d) In no case shall any provision of this Condominium Trust give a Unit Owner or any other party priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the common areas and facilities of the Condominium.

(e) Any holder, insurer or guarantor of a first mortgage on a Unit, upon request to the Trustees of the Condominium Trust, will be entitled:

- (i) to written notification from the Trustees of the Condominium Trust of any default by its borrower who is an owner of a Unit with respect to any obligation of such borrower under the Master Deed or the Condominium Trust which is not cured within sixty (60) days;
- (ii) to inspect the books and records of the Condominium Trust during normal business hours;





- (x) convertability of Units into common areas or of common areas into Units;
- (xi) leasing of units;
- (xii) imposition of any right of first refusal or restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit;
- (xiii) any provisions which are for the express benefit of mortgage holders, insurers, or guarantors of first mortgages on Units;
- (xiv) a decision by the Condominium Trust to establish self management when professional management had been required previously by an Eligible Mortgage Holder;
- (xv) restoration or repair of the Condominium premises (after a casualty loss or partial condemnation) in a manner other than as specified in the Master Deed and this Trust; and
- (xvi) any action to terminate the Condominium after substantial destruction or condemnation occurs;

shall require the approval of at least sixty-seven (67%) percent (according to percentage interest) of those mortgagees who have made written request of the Trustees of this Trust for notice of any such proposed amendment. As used herein, an "Eligible Mortgage Holder" shall be defined as any holder of a first Mortgage on a Unit who has made such a written request of the Trustees. Any Eligible Mortgage Holder shall be entitled to at least thirty (30) days' written notice of such proposed amendment, which notice may include the request for the mortgagee's approval. Any Eligible Mortgage Holder who receives a written notice to approve any such amendment and for which is for purposes of correcting technical errors or for clarification only and who does not deliver or mail to the requesting party a negative response within thirty (30) days shall be deemed to have approved the amendment.

(g) The Trustees shall make no agreement for professional management of the Condominium, or any contract with the Declarant, which exceeds a term of three (3) years, and any such agreement shall provide for the termination by either party without cause and without payment of a termination fee on not more than thirty (30) days written notice.

It is intended that the provisions of this Article XVI and all other provisions of this Trust comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to condominium mortgage loans and except as otherwise required by the provisions



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of Chapter 183A, all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this Article XVI shall not be amended without the written consent of at least one hundred (100%) percent of the first mortgages of the Units.

IN WITNESS WHEREOF, the Trustees have hereunto set their hands and seals on the day and year first above written.

J. Timothy Nealon
J. Timothy Nealon, as Trustee
of Indian Brook Condominium and
not Individually

James M. McBride
James M. McBride, as Trustee of
Indian Brook Condominium and
not Individually

Robert C. Pratt
Robert C. Pratt, as Trustee of
Indian Brook Condominium and
not Individually

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

June 15, 1987

Then personally appeared the above-named J. Timothy Nealon, James M. McBride, and Robert C. Pratt and each acknowledged the foregoing instrument be to his free act and deed as Trustees aforesaid, before me

Andrew J. Rogers, Jr.
Andrew J. Rogers, Jr.
Notary Public
My Commission Expires:
11/20/92



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EXHIBIT A
INDIAN BROOK CONDOMINIUM TRUST
RULES AND REGULATIONS

1. USE: No part of the property shall be used for any purpose except residential and common recreational purposes for which the property was designed. No unit or any portion thereof may be used as a professional office or other business purpose whether or not accessory to a residential use or allowed by the Hopkinton Zoning By-Laws without the expressed prior written consent of the Trustees and which are not consistent with use as defined in the Master Deed.
2. OWNER OCCUPATION: The Indian Brook Condominium Units are to be owner occupied. Unit Owners shall not rent or lease their units without the expressed prior written consent of the Trustees. Excepting herefrom any mortgagee who takes title through foreclosure or deed in lieu of foreclosure or a subsequent purchaser from said mortgagee.
3. NO OBSTRUCTION OF COMMON AREAS: There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas without the expressed prior written consent of the Trustees.
4. EFFECT ON INSURANCE: No Unit Owners shall use, do or keep or permit anything to be done or kept in his unit or in the Common Areas in such a fashion as to result in the cancellation of the insurance maintained by the Trustees on the Condominium, or the contents thereof, or which would be in violation of any law. Nothing shall be done or kept in any Unit or in the Common Areas which will increase the rate of insurance maintained by the Trustees of the Condominium or the contents thereof, without the expressed prior written consent of the Trustees. No waste shall be committed in the Common Areas.
5. EXTERIOR OF UNITS: Unit Owners shall not cause or permit anything to be hung or displayed on the windows or placed on the walls or doors of the buildings, and no sign, awning, canopy, shutter or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on any window, without the expressed prior written consent of the Trustees. Unit Owners shall also not cause or permit a window air conditioner to be installed without prior written consent of the Trustees. All curtains on any window shall have a white lining or backing, unless the expressed prior written consent of the Trustees permits otherwise.
6. NAMEPLATES: Unit Owners may place their names only in such places outside the Unit or any designated portions of Common Areas and Facilities as may be provided for by the Trustees; the print of such name to be in a size and style approved by the Trustees. Nothing in this paragraph, however, shall apply to the Declarant as long as Declarant and/or its successors in interest owns any Units for sale or for rent. Declarant may use whatever advertising, promotion or marketing means it deems appropriate in the sale or renting of units.

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7. NO OFFENSIVE ACTIVITY: No noxious or offensive activity shall be carried on in any Unit, or in the Common Areas and Facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other Unit Owners.
8. RADIOS, PHONOGRAPHS, MUSICAL INSTRUMENTS: The volumes of television sets, radios, phonographs, musical instruments, and the like shall at all times, be kept at a sound level which will not disturb or annoy other occupants of the Condominium.
9. LAUNDRY: No Unit Owner shall hang, display or expose, laundry clothes, sheets, rugs, drapes and the like out of a Unit, or any Exclusive Use Area, or upon any of the Common Areas and Facilities.
10. SIGNS: Unit Owners shall not display or maintain or cause to be displayed or maintained any signs including "For Sale", "For Rent" or "For Lease" signs and any other like advertisement signs in any Unit, Common Area or Facility of the Condominium. Notwithstanding anything to the contrary herein, the right is reserved by the Developer, or its agents and the Trustees to place "For Sale", "For Rent", or "For Lease" signs or other like advertisement signs on any unsold or unoccupied Units or on any part of the Common Areas of the Condominium. The right is also reserved for the benefit of such party as may manage the recreational facilities of the Condominium, to place at locations approved by the Trustees, such signs as are approved by the Trustees.
11. STORAGE: There shall be no parking of baby carriages or playpens, bicycles, wagons, toys, vehicles (except permitted vehicles in Exclusive Use Areas as provided herein), benches or chairs on any part of the Common Area. All of the furnishings, items of personal property, effects and other items of Unit Owner and person claiming by, through, or under said Owner may be kept and stored at the sole risk and hazard of said Owner within the Unit, and if damage or loss is caused by water or otherwise, or by the leaking or bursting of pipes, by theft or from other cause, no part of said loss or damage in excess of the amounts, if any, covered by its insurance policies, is to be charged to or to be borne by the Condominium Trust, except that the Condominium Trust shall in no event be exonerated or held harmless from liability caused by its negligence.
12. ARCHITECTURAL INTEGRITY: Nothing shall be done in, on or to any Unit or Common Facility which will impair the structural integrity of the Buildings or which would structurally change the Buildings without the expressed prior written consent of the Trustees.
13. CONSTRUCTION, ALTERATION OR REMODELING: Any construction, alteration or remodeling work which affects the structure of any Building and which is not otherwise prohibited herein or by the Master Deed shall

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be undertaken by any Unit Owner only after written approval by the Trustees specifying the nature and scope of the work. Nothing herein prohibits emergency repairs however.

14. ABUSE OF MECHANICAL SYSTEMS: The Trustees may charge to a Unit Owner any damage to the mechanical, electrical, or other building service system of the Condominium caused by misuse of those systems.

15. FLAMMABLE MATERIALS, ETC.: No Unit Owner or any of his agents, servants, employees, licensees or visitors shall, at any time, bring into or keep in his Unit or any portion of the Common Area or the Buildings, any gasoline, kerosene, or other flammable, combustible, or explosive fluid, material, chemical, or substance, except such lighting, cleaning, and other fluids, materials, chemicals, and substances as are customarily incidental to residential use.

16. EQUIPMENT COMPLIANCE: All radios, televisions, or other electrical equipment of any kind or nature installed by Unit Owners or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters, or similar board, and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit.

17. ACCESS TO UNITS: The Trustees or their designated agent shall have right of access to each unit for the purposes of emergency repair and inspection pursuant to the Condominium Master Deed and Trust. The Trustees or their designated agent, may enter any room or Unit in the Buildings of the Condominium at any reasonable hour after reasonable notification to the Unit Owner (except in case of emergency) for the purpose of inspection of such unit and for the purpose of performing work.

18. PETS: No dogs, cats, birds, fish, reptiles or any other animal shall be raised, bred or kept in any Unit or in the Common Areas; except that dogs, cats or other animals commonly recognized as household pets, owned by Unit Owners at the time of purchase of their Unit, not to exceed one (1) per Unit maybe kept in Unit with the expressed prior written consent of the Trustees.

Once an original animal which has been granted permission to remain upon the premises has been permanently removed from the premises or has died, no replacement of said animal shall be made without the expressed prior written permission of the Trustees.

If a pet creates noise, is allowed to be outdoors except on a leash or in any way creates a disturbance or unpleasantness, the Trustees may revoke their consent and request that the pet be removed from the Condominium; and the Owner of the pet shall immediately comply with such request. No pet shall be allowed to relieve itself on walks or streets. Pet owners shall be responsible for cleaning pet waste or damage. Each Owner shall hold the Trustees and each of the other Unit Owners and their respective agents and employees harmless against



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loss, liability, damage or expense for any actions of his pet within the Condominium.

- 19. PARKING: The owner(s) of each unit shall have the exclusive right to use one (1) parking space as designated in Unit Deed. Said parking space is to be used for the sole purpose of parking registered motor vehicles.

Specifically excluded is the parking of commercial vehicles, (except that said parking space may be used by commercial vehicles in the case of an emergency) campers, recreational vehicles, boats and the like.

No unregistered motor vehicles may be parked or kept in the parking spaces or in Common Areas at any time.

No repairing of automobiles shall take place within the Condominium.

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

- 21. OBLIGATION OF MAINTENANCE AND REPAIR: Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the Trust and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors and windows thereof, any dirt or other substance.

- 22. REFUSE: No trash or garbage generated by any Unit Owner shall be kept in the Common Areas and Facilities except in areas thereof which are provided and designated by the Trustees for trash and garbage storage. Notwithstanding anything contained herein to the contrary all trash or garbage placed in the Common Areas for disposal shall be kept in plastic garbage bags which are securely fastened and/or trash barrels with covers which close the barrels securely.

- 23. REAL ESTATE TAXES: For so long as the Condominium is assessed as a single property rather than as separate Units, Unit Owners will be billed by the Trustees for their respective portions thereof during each October and April; and a copy of the tax bill issued by the Town of Hopkinton shall be enclosed.

Each Unit Owner shall forward payment of his percentage interest in the total tax bill to the Trustees by check made payable to the Condominium Trust no later than ten (10) days prior to the date on which payment may be made without incurring a penalty or interest thereon. Late payments by a Unit Owner must be made payable as directed by the Trustees and will include interest and penalties as charged by the Town of Hopkinton for late payment, together with costs of collection therefor incurred by the Trustees, including reasonable



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attorneys' fees. If taxes are collected by holders of mortgages on Condominium Units, each Unit Owner shall be responsible for causing the Mortgage holders to forward payment as above-required.

- 24. MISCELLANEOUS: (a) The use of the Common Areas, by Unit Owners, as well as the safety and maintenance of all personal property of the Unit Owners kept in such areas and in the Units themselves, shall be the responsibility and at the sole risk of the respective Unit Owners, and neither the Trustees, the Grantor, nor their respective agents, servants, employees, successors or assigns, shall bear any responsibility therefor.
- (b) Each Unit Owner assumes responsibility for his own safety and that of his family, guests, agents, servants, employees, licensees and lessees.
- (c) Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by the Trustees.
- (d) These Rules and Regulations may be amended from time to time as provided in the Trust.
- (e) Basements located within the buildings are not to be used for dwelling purposes as defined by the Hopkinton By-Laws.
- (f) The Trustees reserve the right to assess a reasonable penalty fee to any Unit Owner for an infraction of any of the foregoing Rules and Regulations.
- (g) In the event the Trustees commence a legal action, at law or in equity, to enjoin a Unit Owner from the breach of these regulations and/or force compliance with one or more of these Rules and Regulations, the Unit Owners or owners against whom any such action is against shall be responsible for all legal fees and costs of such suit, including attorney's fees, expended and/or accrued by the Trustees.
- (h) In the event of the foregoing Rules and Regulations, or any portion thereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity or enforceability of any other Rule or Regulation or any portion of any Rule or Regulation which has not been held to be invalid, illegal or unenforceable.
- (i) Complaints of violations of these Rules and Regulations should be made to the Trustees in writing. If the Trustees feel that the complaint is justified, they will take whatever action they deem necessary. The complainant will be notified in writing by the Trustees as to what action has been taken.
- (j) The Trustees shall have the authority and duty to enforce these Rules and Regulations, but, in their discretion, may delegate such enforcement authority and duties under these Rules and Regulations to whomever they deem desirable.



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26. USE OF THE SEWERS:

- Sec. 1. No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff or subsurface drainage, to any sanitary sewer.
- Sec. 2. No person shall discharge or cause to be discharged any of the following described waters or wastes to any sewers:
 - (a) Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas.
 - (b) Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant.
 - (c) Any waters or wastes having a pH lower than (5.5), or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.
 - (d) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to, ash, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc. either whole or ground by garbage grinders.
- Sec. 3. No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the Trustees or their agent that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming the opinion as to the acceptability of these wastes, the Trustees or their agent will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant, and other pertinent factors. The substances prohibited are:
 - (a) Any liquid or vapor having a temperature higher than one hundred fifty (150 F) (65 C).
 - (b) Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and one hundred fifty (150) F (0 and 65 C).

