

VILLAGES AT PINEHURST CONDOMINIUM TRUST
DECLARATION OF TRUST

This Declaration of Trust of the Villages at Pinehurst Condominium Trust is made at Billerica, Middlesex County, Massachusetts by Francis M. McCarthy, Jr., of 36 Webb Brook Road, Suite 1, Billerica, Middlesex County, Massachusetts, hereinafter called the "Trustee", which term includes his successors in trust. The term "Trustee" or "Trustees" also means the Trustee or Trustees for the time being hereunder, whenever the context so permits.

1. NAME OF TRUST.

The Trust created hereby shall be known at Villages at Pinehurst Condominium Trust and all activities carried on by the Trustees hereunder shall, insofar as legal, practical and convenient, be conducted under said name and style.

2. PURPOSES.

(a) All of the rights and powers in, to and with respect to the Common Areas and Facilities of Villages at Pinehurst Condominium established by Master Deed dated December 30, 2005 and recorded at Middlesex North District Registry of Deeds at Book 19692, Page 159 (hereinafter called the "Condominium"), which are by virtue of the provisions of Massachusetts General Laws, Chapter 183A, ("Condominiums") (hereinafter called "Chapter 183A") conferred upon or exercisable by the organization of Unit Owners of the Condominium and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder shall vest in the Trustees as joint tenants, with right of survivorship, as Trustees of this Trust, BUT IN TRUST NEVERTHELESS, to exercise, manage, administer and dispose of the same exclusive of the Common Areas and Facilities and to receive the income thereof for the benefit of the Owners of record from time to time of the Units of the Condominium (hereinafter called the "Unit Owners"), according to the schedule of beneficial interest referred to in Section 4 hereof, and in accordance with the provisions of said Chapter 183A. This Trust is the organization of the Unit Owners established pursuant to the provisions of said Chapter 183A for the purposes therein set forth.

(b) It is hereby expressly declared that a Trust, and not a partnership, has been hereby created and that the Unit Owners are beneficiaries and not partners or associates or any other relation whatever among themselves with respect to the Trust property, and hold no relation to the Trustees other than as such beneficiaries, with only such rights as are conferred upon them as such beneficiaries hereunder and under and pursuant to the provisions of said Chapter 183A.

3. TRUSTEES.

(a) Appointment of Trustees

(i) Initial Board

The Initial Board shall consist of the Trustee named in the first paragraph of this Declaration of Trust, to wit: Francis M. McCarthy, Jr., hereinafter called the "Initial Board". The term of the Initial Board shall end upon the latest to occur of the following events: (a) four (4) months after 75% of the Units in all Phases have been conveyed to Unit purchasers; or (b) five (5) years following the conveyance of the first Unit. Notwithstanding any other term or provision of this Trust to the contrary: (A) the Unit Owners shall have no power or right to remove the Initial Board, namely, Francis M. McCarthy, Jr., nor to appoint any additional or successor Trustees, until the expiration of the term of said Initial Board shall have expired as set forth in the immediately preceding sentence, and (B) during the term of the Initial Board, any vacancy in the office of a Trustee, however caused, shall be filled only by the designation of the Declarant of the Master Deed.

(ii) Subsequent Boards of Trustees

After the term of the Initial Board, there shall at all times be a Board of Trustees hereunder consisting of not less than three (3) nor more than seven (7) natural persons, but in any event an odd number, such number to be determined from time to time by vote of Owners holding not less than twenty-five percent (25%) of the beneficial interest hereunder, which voting power shall be exercised at any annual or special meeting of the Unit Owners. The term of office of Trustees succeeding the Initial Board shall be a period of two (2) years and until their successors have been elected and qualified. The Trustees need not be Owners.

After the expiration of the term of the Initial Board, the presence in person or by proxy of Unit Owners holding at least twenty-five percent (25%) of the beneficial interest under the Trust shall constitute a quorum of all meetings of Unit Owners for purposes of election of Trustees. Any election at a meeting which this quorum has been established shall require a vote of a plurality of the beneficial interest of Unit Owners in attendance at the same. Each person elected to serve as Trustee who wishes to so serve shall promptly file with the Board of Trustees or their designee of the Trust his written acceptance of election, and upon receipt of such acceptance, the Board of Trustees or their designee shall sign and record with the Middlesex North Registry of Deeds a Certificate of Election setting forth the names of the new Trustees and reciting that they have been duly elected by the requisite vote of the Owners and have filed their written acceptances of election with the Board of Trustees or their designee of the Trust, and upon the recording of such Certificate of Election, the election of the Trustees named therein shall become effective and each such person named therein as a Trustee shall then be and become such Trustee and shall be vested with the title to the Trust property, jointly with the remaining or surviving Trustee or Trustees without the necessity of any act of transfer or conveyance.

(b) Vacancies

(i) After the expiration term of the Initial Board, if and whenever the number of such Trustees shall become less than the number determined as set forth above, a vacancy or vacancies in said office shall be deemed to exist. Each such vacancy shall be filled by an instrument in writing set forth (a) the appointment of a natural person to act as such Trustee signed (i) by two (2) Unit Owners who shall certify under oath that Unit Owners entitled to not less than twenty-five percent (25%) of the beneficial interest have voted to make such appointment; (ii) the election of a natural person to act as Trustee as set forth hereunder; or (iii) if such Unit Owners have not within thirty (30) days after the occurrence of such vacancy made such appointment or election as set forth above by a majority of the then remaining Trustees or by the sole remaining Trustee if only one, and (b) the acceptance of such appointment, signed and acknowledged by the person so appointed. Such appointment shall become effective upon the recording in the Middlesex North Registry of Deeds (the "Registry") of such designation, together with such acceptance, and such persons shall then be and becomes such Trustee and shall be vested with the title to the Trust property jointly with the remaining Trustee or Trustees without the necessity of any act of transfer or conveyance. If for any reason any vacancy in the office of Trustee shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any Court of competent jurisdiction upon the application of any Unit Owner or Trustee and notice to all Unit Owners and Trustees and to such other parties in interest, if any, to whom the Court may direct that notice be given. The foregoing provisions of this Section to the contrary notwithstanding, despite any vacancy in the office of Trustees, however caused and for whatever duration, the remaining Trustees, subject to the provisions of the immediately following Section, shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

(c) Majority Vote

(i) In all matters relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred, the Trustees shall act by majority vote, provided that subsequent to the expiration of the term of the Initial Board (but not prior thereto) in no case shall a majority consist of less than two (2). The Trustees may so act without a meeting by instrument signed by all Trustees.

(ii) During the term of the Initial Board, a majority vote shall consist of the vote of the sole member of the Initial Board acting alone. Such sole member may so act without a meeting by instrument signed by it alone.

(d) Resignation of Trustees - Removal

(i) Any Trustee may resign at any time by instrument in writing, signed and acknowledged in proper form for recording and such resignation shall take effect upon the recording of such document with the Middlesex North Registry of Deeds.

(ii) After reasonable notice and opportunity to be heard before the Unit Owners called pursuant to Sections 8 and 33 of the By-Laws hereof, a Trustee (except a member of the Initial Board) may be removed from office with cause or without cause, by an instrument in writing signed by vote of Unit Owners entitled to not less than fifty-one percent (51%) of the beneficial interest hereunder, such instrument to take effect upon the recording thereof with said Middlesex North Registry of Deeds.

(e) Bonds

The Trustees shall obtain and maintain fidelity bonds as set forth in Section 3 of the By-Laws of this Trust.

(f) Good Faith

No Trustee hereinbefore named, or appointed or designated as hereinbefore provided, shall under any circumstances or in any event be held liable or accountable out of his personal assets or estate or be deprived of compensation by reason of any action taken, suffered or omitted in good faith, or be so liable, accountable or deprived for more money or other property than he actually receives, or for allowing one or more of the other Trustees to have possession of the Trust books or property, or be so liable, accountable or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of the existence of any personal interest or gain or by reason of anything except his own personal and willful malfeasance, bad faith or fraud.

(g) Conflict of Interest

No Trustee shall be disqualified by his office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his interest individually or the Trustees' interest or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any other reason), as vendor, purchaser or otherwise, nor shall any such dealing, contract or arrangement entered into in respect of this Trustee in which any Trustee shall be in any way interested, be avoided, nor shall any Trustee so dealing or contracting or being so interested, be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relationship hereby established, provided the Trustee shall act in good faith and shall disclose to the other Trustees the nature of his interest before the dealing, contract or arrangement is entered into.

It is understood and permissible for the Initial Board hereunder and any other Trustees designated by the Initial Board or who are employed by or affiliated or associated with the Declarant, to contract with the Declarant and any corporation, firm, trust or other organization controlled by or affiliated or associated with the Declarant without fear of being charged with self-dealing.

(h) Compensation

The Trustees shall receive no compensation for their services as such Trustees, but with the prior written approval in each instance of the other Trustees, and upon presentation of proper vouchers, each Trustee may be reimbursed for actual out-of-pocket expenses paid or incurred by him pursuant to his duties as such Trustee, and such reimbursement shall be a Common Expense of the Condominium.

With the prior written approval in each instance of the other Trustees, each Trustee may receive reasonable compensation for any extraordinary or unusual services rendered by him in connection with this Trust, and such compensation shall be a Common Expense of the Condominium.

With the prior written approval in each instance of the other Trustees, any Trustee may be engaged to render services to this Trust, legal, accounting, or otherwise, at such compensation as shall be fixed by the Trustees and any fees or other compensation shall be a Common Expense of the Condominium.

Notwithstanding anything to the contrary in this subsection (h) of this Section 3, no compensation or fees shall be paid to the Initial Board pursuant to the provisions of subsection (a) of this Section 3. A Trustee shall abstain from voting upon any question regarding reimbursement, compensation or fees proposed to be paid to him pursuant to the provisions of this subsection (h) of this Section 3, or upon any question regarding the engagement of himself, or any firm, association, corporation or partnership of which he is a member, to render services, legal, accounting or otherwise to this Trust.

(i) Indemnity

The Trustees and each of them shall be entitled to indemnity both out of the Trust property, and by the Unit Owners severally in proportion to their ownership in the Common Areas and Facilities against any liability incurred by them or any of them in the execution hereof including, without limitation, liabilities in contract and in tort and liabilities for damages, penalties and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for his share of the Common Expenses of the Condominium and for his proportionate share of any claims involving the Trust property in excess thereof.

4. BENEFICIARIES AND THEIR BENEFICIAL INTEREST.

(a) The beneficiaries hereof shall be the Unit Owners of the Condominium, for the time being. The beneficial interest in the Trust hereunder shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium, all as set forth on Schedule "C" of the Master Deed, which is hereby incorporated herein by this reference and made a part hereof, with the same force and effect as though fully set forth in the body hereof.

(b) The beneficial interest of each Unit of the Condominium shall be held and exercised as a Unit and shall not be divided among several Owners of any such Unit. To that end, whenever any of said Units is owned of record by more than one person, the several Owners of such Unit shall: (i) determine and designate which one of such Owners shall be authorized and entitled to cast votes, execute instruments, and otherwise exercise the rights appertaining to such Unit hereunder; and (ii) notify the Trustees of such designation by a notice in writing signed by all of the record Owners of such Unit. Any such designation shall take effect upon receipt by the Trustees of such notice, and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate any one of such Owners for such purposes.

5. BY-LAWS.

The By-Laws of this Trust are attached hereto as Exhibit "A" which is hereby incorporated herein by this reference and made a part hereof with the same force and effect as though fully set forth in the body hereof. The prior by-laws are hereby amended by deleting the same and incorporating the by-laws attached hereto as exhibit A.

6. RIGHTS AND OBLIGATIONS OF THIRD PARTIES DEALING WITH THE TRUST.

(a) Any instrument signed and acknowledged in proper form for recording, by a majority of the Trustees as they then appear of record in the Middlesex North Registry of Deeds may be relied on as conclusively establishing that such instrument was the free act of this Trust and shall be binding upon this Trust when so recorded.

(b) No purchaser, mortgagee, lender, or other person dealing with a majority of the Trustees, as they then appear of record in the Middlesex North Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then the Trustees hereunder or be affected with any notice, implied or actual, relative thereto, other than by a certificate thereof, so recorded, and such recorded certificate shall be conclusive evidence of the personnel of said Trustees and of any changes therein. The receipts of a majority of the Trustees, for money paid or things delivered to them shall be effectual discharges therefrom to the persons paying or delivering the same, and no person from whom a majority of the Trustees shall receive any money, property or other credit, shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with a majority of the Trustees, or with any real or personal property which then is or formerly was Trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose of regularity of any of the acts of the Trustee(s) purporting to be done in pursuance of any of the provisions or powers herein contained, or as to the regularity of the resignation or appointment of any Trustee. Any instrument of appointment of a new Trustee or resignation or discharge of a Trustee purporting to be executed by the Board of Trustees or their designee, Unit Owners or other persons herein required to execute the same, shall be conclusive evidence in favor of any

such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation or appointment or the occasion thereof.

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

(d) Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express reference shall be made to this instrument.

(e) This Declaration of Trust and amendments hereto and any Certificate herein required or which it may be deemed desirable to record, shall be recorded with the Middlesex North Registry of Deeds and such record when executed according to the requirements of this Declaration of Trust shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the Trust property, or any beneficiary hereunder, shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be so recorded. Any certificate signed by a majority of the Trustees at the time as they then appear of record in the Middlesex North Registry of Deeds setting forth as facts any matters affecting the Trust, including statements as to who are the Trustees, as to what action has been taken by the Trustees or beneficiaries, and as to what action has been taken by the Trustees or beneficiaries, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Middlesex North Registry of Deeds, shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees acting in reliance thereon. Any certificate executed by a majority of the Trustees as they then appear of record in the Middlesex North Registry of Deeds setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustees, shall, when duly acknowledged and recorded with said Middlesex North Registry of Deeds, as to all persons acting in good faith in

reliance thereon, be conclusive evidence of the truth of the statement made in such certificate and of the existence of the facts therein set forth.

7. AMENDMENTS; TERMINATION.

(a) Notwithstanding anything to the contrary herein, so long as the Declarant owns any Unit in the Condominium, the Declarant shall have the right, at any time and from time to time, to amend this Declaration of Trust (including, but not limited to, the By-Laws hereto and the Rules and Regulations hereto) without the consent of any Unit Owners or any of the Trustees of this Trust or any mortgagees, to meet the requirements of any governmental or quasi-governmental body or agency, or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the secondary mortgage market, or any lender, or to cure any ambiguity, inconsistency or formal defect or omission.

(b) Subject, however, to the provisions of Section 15 of the By-Laws hereto:

(i) A majority of the Trustees, with the consent in writing of sixty-seven percent (67%) in interest of Unit Owners, may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided, however, that no such amendment, alteration, addition or change shall be made: (i) without the prior written consent of the Declarant obtained in each instance, for so long as the Declarant remains the Owner of any Unit in the Condominium; or (ii) according to the purport of which, except as set forth in Paragraph 15 of the Master Deed, the percentage of the beneficial interest hereunder of any Unit Owner would be altered, or in any manner or to any extent whatsoever, modified or affected so as to be different than the percentage of the individual interest of such Unit Owner in the Common Areas and Facilities as set forth in the Master Deed other than by (pursuant to General Law Chapter 183A, Section 5) consent of all of the Unit Owners whose percentage of the undivided interest is affected; or (iii) which would render this Trust contrary to or inconsistent with any requirements or provisions 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 North District Registry of Deeds of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in proper form for recording, setting forth in full the amendment, alteration, addition or change. 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.

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

(iii) Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of said Chapter 183A, sell and convert into money the whole of the Trust property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them which shall be conclusive if made in good faith, all other property then held by them in trust hereunder to the Unit Owners according to their respective percentages of beneficial interest hereunder. In making any sale under the provisions of this subsection (iii) of this Section 7, the Trustees shall have the power to sell or vary any contract of sale and resell without being answerable for loss, and, for said purposes, to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of Trust property may have passed.

8. CONSTRUCTION: INTERPRETATION.

(a) In the construction hereof, whether or not so expressed, words used in the singular or in the plural, respectively, shall include both the plural and singular; words denoting males include females; and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), partnerships, entities or quasi-entities, trusts and corporations; unless a contrary intention is to be inferred from or is required by the subject matter or context. The marginal and sectional captions and headings are inserted only for convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation, or affect hereof.

(b) All of the trusts, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts in general, and with respect to Massachusetts General Laws, Chapter 183A, in particular.

(c) The invalidity of any provision or part of such provision hereof shall not impair or affect in any manner the remainder hereof, or the remainder of such provision or such part of such provision.

(d) No restriction, condition, obligation or provision contained herein (including, but not limited to, the By-Laws hereof attached as Exhibit "A" and incorporated herein by reference) shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number or frequency of violations or breaches thereof which may occur.

(c) In the event of any conflict between the provisions hereof (including, but not limited to, the By-Laws hereof attached hereto as Exhibit "A" and incorporated herein by reference) and the provisions of Massachusetts General Laws, Chapter 183A, and the Master Deed, then the provisions of said Chapter 183A, or of the Master Deed, as the case may be, shall control.

(d) Words defined in said Chapter 183A shall have the same meaning herein as defined in said statute, unless the context clearly indicates otherwise.

9. MAINTENAINCE AND REPAIR OF UNITS AND LIMITED COMMON FACILITIES.

(a) Each Owner shall be solely responsible for the proper maintenance, repair and replacement of his Unit including the roof and exterior, interior, structural and non structural portions thereof and those utility fixtures and installations including heating, hot water and air conditions equipment and systems serving his Unit which are not part of the Common Areas and Facilities. Unless otherwise modified by writing agreement of an Owner with the Trustees or by general policy adopted by the Trustees, each Owner shall also be responsible for the proper maintenance, repair and replacement of, including but not limited to, removal of snow and ice, all paved and unpaved driveways, walkways, landscaped areas as well as any improvements by an Owner to his Unit and Lot (i.e. that area designated as part of the Exclusive Use and/or Limited Common Areas appurtenant to his Unit). Each Owner shall be responsible for all damage to other Units and/or the Common Areas and Facilities caused by his failure to satisfy his maintenance, repair and/or replacement obligations thereunder.

Each Unit Owner, at the sole expense and upon the initiative of the Owner shall at all times keep his Unit, Exclusive Use and/or Limited Common Areas and landscaping in such repair, order, cleanliness and conditions as is consistent with a first-class community.

(b) Each Unit Owner is aware that the residential portion of the Condominium Community is intended as a first-class residential community, and that failure of any Unit Owner to maintain his Unit, Exclusive Use and/or Limited Common Areas and landscaping in a neat, clean and attractive manner will derogate from the value and salability of other Units. The standards required of each Unit under the provisions of this Section and the remedies available to the Trustees in the event of the failure of any Unit Owner to adhere to the same, shall be strictly construed in favor of the Trustees and against each Unit Owner.

(c) In the event that any Unit Owner fails to strictly adhere to the provisions of this Section, the Trustees shall have both the right and also the obligation to notify such Owner in writing of such failure, specifying with reasonable particularity the action that such Owner must take in order to remedy such failure. If such Owner fails to take such action within fifteen (15) days of the giving of such notice by the Trustees, then the Trustees shall have the right and obligation to cause the necessary work of maintenance, repair or replacement to take place, using such personnel or contractors as the Trustees in their sole discretion may decide, and the entire costs thereof, plus an administration fee of ten (10%) percent of the cost thereof, shall be payable by such Owner to the Trustees forthwith; and the amount thereof shall be a lien on the Unit Owner

enforceable to the extent and with the priorities set forth in Massachusetts General Law Chapter 183A, 6.

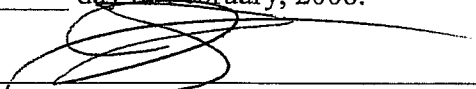
(d) For purposes of this Section, the term Unit Owner shall include Duplex Unit Owners. However, notwithstanding anything hereunder, when the replacement of the roofing and/or siding of a Duplex Unit is required, the Duplex Unit Owners of that Duplex Unit shall obtain three (3) bids for the completion of the job. If the Duplex Unit Owners cannot agree on which bid to accept, the job shall be awarded to the middle priced bid. The Owners of the Duplex Unit shall split the cost of the job equally.

10. MAINTENANCE, REPAIR AND REPLACEMENT OF COMMON AREAS AND FACILITIES AND ASSESSMENTS OF COMMON EXPENSES:

The Trustees shall be responsible for the proper maintenance, repair and replacement of the Common Areas and Facilities of the Condominium, subject to provisions of Section 9 hereof with respect to Units, Exclusive Use and/or Limited Common Areas. The expenses of such maintenance, repair and replacement shall be assessed to Unit Owners as a common expense of the Condominium. The Trustees' decision that work in the Common Areas and Facilities is maintenance, repair or replacement and not an improvement thereof shall be conclusive and binding on all Unit Owners unless shown to have been made in bad faith.

The Trustees and their agents shall have access to each Unit from time to time during reasonable hours for the maintenance, repair or replacement of any other Unit or of the Common Areas and Facilities therein or accessible therefrom or for making emergency repairs therein necessary, in the Trustees' sole judgment, to prevent damage to the Common Areas and Facilities or to another Unit or Units provided, however, that if the maintenance, repair or replacement of the Common Areas and Facilities is necessitated by the negligence or misuse of a Unit Owner, either directly or by virtue of his failure to properly maintain, repair or replace his Unit, the Exclusive Use and/or Limited Common Areas appurtenant thereto which is responsible to maintain, repair and replace, the expenses of such maintenance, repair and replacement may be charged to a particular Unit Owner as a common expense by the Trustees and it shall be payable by the Trustees on demand.

EXECUTED as an instrument sealed this 10 day of February, 2006.



Francis M. McCarthy, Jr., Trustee as aforesaid and not individually

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

Feb 10, 2006

On this 10 day of FEBRUARY, 2006, before me, the undersigned notary public, personally appeared FRANCIS M. MCCARTHY proved to me through satisfactory evidence of identification, which was driver license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the duly authorized Board of Trustee of the _____ Condominium Association.

Paula E. Falewicz
Official signature and seal of notary
PAULA E. FALEWICZ
My Commission Expires: 9-11-09

Paula E. Falewicz
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 11, 2009

EXHIBIT "A"

Incorporated into and made a part of the Declaration of Trust of The Villages at Pinehurst Condominium Trust

ASSOCIATION BY-LAWS

THE VILLAGES AT PINE HURST

These provisions shall constitute the By-Laws of the organization of Unit Owners established hereby, to wit:

Section 1. Powers and Duties of Trustees.

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 Trust, those which 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 Condominium.
- (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 Condominium.
- (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 areas and facilities ("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.

(i) Annually, make a report of the inspection and maintenance of Stormwater System, including but not limited to the detention basins, four (4) stormceptors and two (2) drain manholes in compliance with the Order of Conditions recorded at Middlesex North District Registry of Deeds at Book 17828, Page 1.

(j) The Board of Trustees shall have the power to enforce obligations of Unit Owners; to enforce the rules and regulations of the Condominium; to allocate income and expenses; and to do anything and everything else necessary and proper for the sound management of the Condominium. In case of persistent violation of the rules and regulations by a Unit Owner, the Board of Trustees shall have the power to require such Unit Owner to post a bond to secure adherence to the rules.

(k) Enter into management contracts for the management of the Common Elements.

(l) Conducting litigation as to any course of action involving the Common Areas and Facilities or arising out of the enforcement of the By-Laws, Rules and Regulations, and Master Deed and this Trust. Notwithstanding any provision of the Master Deed or the Declaration of Trust of the Condominium Trust, or of these By-Laws or Rules and Regulations to the contrary, neither the Trustees acting in their capacity as such Trustees or acting as representatives of the Unit Owners, nor any class of Unit Owners shall bring any litigation whatsoever unless a copy of the proposed Complaint in such litigation has been delivered to all of the Unit Owners, and not less than eighty percent (80%) of all Units Owners consent in writing to the bringing of such litigation within thirty (30) days after a copy of such Complaint has been delivered to the Unit Owners and specifying as a part of the written consent a specific monetary limitation to be paid as legal fees and costs and expenses to be incurred in connection therewith, which amount shall be separately assessed as a special assessment effective forthwith at the time of said affirmative consent. Notwithstanding any provisions of the Master Deed, or of the Declaration of Trust of the Condominium Trust (including, but not limited to, the provisions of Section 7 of the Declaration of Trust of the Condominium Trust), or these By-Laws or the Rules and Regulations, the provisions of this Paragraph (n) of this Section 1 shall not be amended except by vote of at least eighty percent (80%) of the Unit Owners. The provisions of this Paragraph (n) shall not apply to litigation by the Condominium Trust against Unit Owners with respect to the recovery of overdue Common Expenses or Special Assessments, or to foreclose the lien provided by Chapter 183A, Section 6, and 254, Sections 5 and 5A, or to enforce any of the provisions of the Master Deed, or the Declaration of Trust of the Condominium Trust, or these By-Laws or Rules and Regulations thereto, or the Unit deed, against Unit Owners;

(l) Obtaining liability insurance pursuant to Section 3 as hereinafter stated.

Section 2. Common Expenses, Profits and Funds.

A. Each Unit Owner shall be liable for common expenses and shall be entitled to common profits of the Condominium according to his respective percentage of undivided interest in the Common Elements as set forth in Schedule C of the Master Deed which is

incorporated herein by reference with the same force and effect as though fully set forth in the body of this instrument. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees may, to such extent as they deem advisable, set aside common funds of the Condominium as reserve or contingent funds and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or, subject to the provisions of the following Section 3, for repair, rebuilding or restoration of the trust property, or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.

B. At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the Board of Trustees shall estimate the common expenses expected to be incurred during such fiscal year, together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessment, and each Unit Owner thereafter shall pay one-twelfth of his share of the estimated common expenses monthly in advance of the first day of each month. In the event that the Board of Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, the Board of Trustees shall make a supplemental assessment or assessments and render statements therefor in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The Board of Trustees may in its discretion provide for payments of statements in monthly or other installments. In order to create a reserve fund for future contingencies, the Board of Trustees may assess from time to time, in addition to the foregoing assessments, each Unit Owner for a sum or sums sufficient to provide the Condominium Trust with sufficient capital to meet emergencies and other contingencies. The amounts due hereunder, together with interest thereon, if not paid when due, at a rate equal to three per cent (3%) above **The Wall Street Prime Rate, as reported**, shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to the provisions of Section 6 of said Chapter 183A.

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

Section 3. Insurance.

The Trustees shall obtain and maintain, to the extent obtainable, a the following insurance:

- (a) Public liability insurance with regard to common areas including roadways if applicable in amounts as the Trustee may from time to time determine, but in no such event shall the limits of liability under such insurance be less than One Million Dollars (\$1,000,000.00) for bodily injury both on a per person and per occurrence basis and/or property damage, insuring the Trustee, the manager (if any), all persons acting or who may come to act as agents or employees of the Trustees

or the manager, and all Owners and other persons entitled to occupy any unit. This insurance, however shall not insure against the individual liability of an owner for negligence occurring within his own unit, or within the unit's exclusive use area, it being the owner's obligation to provide such coverage.

- (b) Such other insurance as the Trustees may from time to time determine.

General Insurance Provisions

- (a) The Trustees shall deal with the insurer or insurance agent in connection with the adjusting of all claims covered by insurance policies provided for in the paragraph above and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, and shall make any necessary changes in the policies provided in order to meet the coverage requirements thereof.
- (b) Each owner shall obtain insurance (a typical homeowner's policy) for his own benefit and at his own expense insuring his unit, the unit's exclusive use area, all personal property presently or hereafter located in the dwelling and all improvements to his dwelling.

The cost of all such insurance obtained and maintained by the Trustees pursuant to provisions of this paragraph shall be a common expense.

Certificates of insurance with proper mortgagee endorsement, when requested, shall be issued to each owner and his mortgagee(s).

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

Section 4. Rebuilding and Restoration; Duplex Units.

When replacement of roofing and/or siding on the Duplex Unit is required, the Unit Owners of that building shall obtain three (3) bids for the completion of the job. If the Unit Owners cannot agree on which bid to accept, the job shall be awarded to the middle priced bid.

Section 5. Rules and Regulations.

- 3. Rules and Regulations.

A. The Trustees have adopted the initial Rules and Regulations set forth on Exhibit "B", which is annexed hereto and is hereby incorporated herein by this reference and made a part hereof, governing the details of the operation and use of the Common Areas and Facilities, and containing such restrictions on, and requirements respecting the use and maintenance of, the Common Areas and Facilities as are consistent with the provisions of the Master Deed, and designed to prevent unreasonable interference with the use by the Unit Owners of the Common Areas and Facilities.

B. The Trustees shall administer such Rules and Regulations.

C. The Trustees may at any time and from time to time, amend, rescind and waive any and all of such Rules and Regulations.

D. The Trustees may at any time and from time to time, adopt other Rules and Regulations governing the details of the operation and use of the Common Areas and Facilities, and containing such restrictions on, and requirements respecting the use and maintenance of, the Common Areas and Facilities as are consistent with the provisions of the Master Deed, and designed to prevent unreasonable interference with the use by the Unit Owners of the Common Areas and Facilities.

E. Notwithstanding the foregoing provisions of this Section 7:

(i) The Trustees shall furnish copies of any new Rule or Regulation, or amendment of any existing Rule or Regulation, to the Unit Owners prior to the time when such new Rule or Regulation, or amendment, as the case may be, shall become effective;

(ii) The Unit Owners, by majority vote, at a duly called Special Meeting or a quorum as present, may, at any time and from time to time, rescind, amend or waive any Rule or Regulation promulgated by the Trustees (including, but not limited to, the initial Rules and Regulations referred to hereinabove); and

(iii) Any waiver, rescission, amendment, adoption or enforcement of a Rule or Regulation, whether by the Trustees or the Unit Owners, as hereinbefore set forth, shall be uniformly binding upon all Unit Owners.

Section 6. Meetings.

A. The Board of Trustees shall meet annually on the date of (and immediately following) the annual meeting of the Unit Owners, and at such meeting shall elect the Chairman, Treasurer, and Secretary hereinbefore provided for. Other meetings may be called by the Chairman and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting, stating the place, day and hour thereof, shall be given at least four (4) days before such meeting to each member of the Board of Trustees. One-half (1/2) of the number of Trustees shall constitute a quorum at all

meetings, and such meetings shall be conducted in accordance with such rules as the Board of Trustees may adopt.

B. Commencing with the calendar year 2006 there shall be an annual meeting of the Unit Owners on the last Thursday of May in each year, at 7:30 p.m., at the Condominium premises or at such other reasonable place and time as may be designated by the Board of Trustees by written notice given to the Unit Owners at least fourteen (14) days prior to the date so designated. Special meetings of the Unit Owners may be called by the Board of Trustees or by the Unit Owners upon the written request of Unit Owners entitled to more than thirty-three per cent (33%) of the beneficial interest hereunder. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Board of Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated. At the annual meeting of the Unit Owners, the Board of Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Board of Trustees proposes to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter. A quorum of Unit Owners shall consist of the holders of at least fifty per cent (50%) of the beneficial interest hereunder. Unless set forth otherwise hereunder, any action taken at such meeting, at which a quorum has been established, shall only require a vote of plurality of the beneficial interest of Unit Owners in attendance at the same.

C. Unit Owners may vote by proxy at any Annual or Special Meeting of the Unit Owners. Proxy voting shall not be permitted at meetings of the Trustees.

Section 7. Notices to Unit Owners.

Every notice to any Unit Owner required under the provisions hereof, or which may be deemed by the Trustees necessary or desirable in connection with the execution of the trust created hereby or which may be ordered in any judicial proceeding, shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such Unit Owner by leaving such notice with him at his residence in the Condominium or by mailing it, postage prepaid, addressed to such Unit Owner at his address as it appears upon the records of the Trustees, at least five (5) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given, or such longer period of time as may be required by the specific terms of this instrument. Unit Owners may waive notice by duly executing an appropriate waiver of notice.

Section 8. Inspection of Books; Reports to Unit Owners.

Books, accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees and the Unit Owners at all reasonable times. The Trustees shall as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trustees for such year, which shall include financial statements in such summary form and only in

such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees, given by registered or certified mail within a period of one (1) month of the date of receipt by him, shall be deemed to have assented thereto.

Section 9. Checks, Notes, Drafts, and Other Instruments.

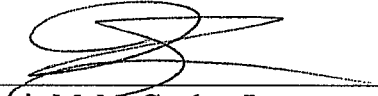
Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any two (2) Trustees, or by any person or persons (who may be one of the Trustees) to whom such power may at any time or from time to time be designated by not less than a majority of the Trustees.

Section 10. Fiscal Year.

The fiscal year of the Trust shall be the calendar year.

WITNESS THE EXECUTION HEREOF UNDER SEAL THIS 10 DAY OF FEBRUARY, 2006.

SIXTEEN ACRES, LLC

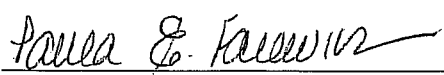
By: 
Francis M. McCarthy, Jr.,
Managing Member

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

February 10, 2006

On this 10th day of February, 2006, before me, the undersigned notary public, personally appeared Francis M. McCarthy, Jr., as Managing Member of Sixteen Acres, LLC, proved to me through satisfactory evidence of identification, which was a current Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


Paula E. Falewicz, Notary Public
My Commission Expires: 9-11-09

Paula E. Falewicz
Notary Public
Commonwealth of Massachusetts
My Commission Expires
September 11, 2009

EXHIBIT "B"

Incorporated into and made a part of the By-Laws of The Villages at Pinehurst Condominium.

RULES AND REGULATIONS OF
THE VILLAGES AT PINEHURST CONDOMINIUM TRUST

1. No Obstruction of Common Areas and Facilities.

No one shall unreasonably obstruct any part of the Common Areas and Facilities, or without prior consent of the Trustees.

2. No Articles in Common Areas.

No clothes, sheets, blankets, laundry or other articles shall be hung out of a Unit or exposed on any part of the Common Areas and Facilities.

3. No Liability for Personal Property of Unit Owners.

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

4. No Offensive Activity.

No noxious or offensive activity shall be carried on 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 do or permit anything to be done by his family, servants, employees, agents or visitors that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants.

5. Trash.

All garbage and trash must be placed in the proper receptacles designed for refuse collection and no garbage or trash shall be placed elsewhere upon any of the Common Areas and Facilities. Each Unit Owner or occupant shall dispose of garbage and trash in accordance with the Town of Billerica By-Laws or other procedure promulgated by the Town of Billerica.

6. Damage.

Any damage to any Buildings, equipment or Common Areas and Facilities caused by a Unit Owner or such Unit Owner's family, visitor, or pet shall be repaired at the expense of the Unit Owner.

7. Complaints.

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