

EASTON CROSSING CONDOMINIUM

MASTER DEED

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EASTON CROSSING CONDOMINIUM

MASTER DEED

Easton Crossing, LLC, a Massachusetts limited liability company with a principal place of business located at 942 Beacon Street, Newton Centre, Massachusetts 02459 (hereinafter referred to as the "Declarant") being the sole owner of that certain realty consisting of the land located in the Town of Easton, Bristol County, Massachusetts, as more fully described hereinafter, by duly executing and recording this Master Deed, does hereby submit said land, together with the buildings and improvements now or to be hereafter erected thereon, and all easements, rights and appurtenances belonging thereto, except such rights and interests reserved by and to the Declarant hereunder (hereinafter collectively called the "Property"), to the provisions of Massachusetts General Laws, Chapter 183A, as now and as may be hereinafter amended (hereinafter referred to as "Chapter 183A"), and does hereby state that the Declarant proposes to, and does hereby, create, with respect to the Property, a condominium governed by and subject to the provisions of Chapter 183A; and, to that end, the Declarant does hereby declare and provide as follows:

1. Name of the Condominium. The name of the condominium created shall be the EASTON CROSSING CONDOMINIUM (hereinafter sometimes referred to as the "Condominium").
2. Organization of Unit Owners. The Trust through which the Unit Owners will manage and regulate the Condominium is the EASTON CROSSING CONDOMINIUM TRUST established by a Declaration of Trust of even date and recorded herewith (hereinafter sometimes referred to as the "Trust" and the "Declaration", respectively). Said Declaration establishes a membership organization of which all Unit Owners shall be members and in which such Owners shall have a beneficial interest in proportion to the percentage of Undivided Interest in the Common Areas and Facilities to which they are entitled hereunder, and includes By-Laws which are set forth in said Declaration

pursuant to and in accordance with the provisions of Chapter 183A. The name of the original Declarant-appointed Trustee thereof is as follows:

EASTON CROSSING, LLC
942 Beacon Street
Newton Centre, Massachusetts 02459

3. Description of the Land. The Land portion of the Property comprising the Condominium (the "Land") is the land situated in Easton, Bristol County, Massachusetts, and described on Schedule A attached hereto. The Land is further subject to such rights, easements, restrictions and encumbrances as are of record and in force; and the rights and easements established herein. The Land is additionally subject to such rights, interests and easements as may be hereinafter reserved to the Declarant, which rights, interests and easements shall, in all instances, be exercisable by the Declarant and its successors or assigns, whether so stated or not. The Land, together with the Buildings and other improvements constituting "Phase 1" of the Condominium, are described and shown on the Site Plan recorded herewith (the "Site Plan"). The Land and the Condominium are to be developed in a number of phases, as more fully described hereinafter.

4. Description of the Buildings in Phase 1. The Buildings located on the Land and comprising Phase 1 of the Condominium (the "Phase 1 Building") is shown on the Site Plan, which Phase 1 Buildings are further described in Schedule B attached hereto, including the number of stories, number of Units, and principal materials of construction. The location of the Phase 1 Buildings are shown on the Site Plan. The Phase 1 Buildings, and any building or portion thereof later added to the Condominium, are hereinafter collectively referred to as the "Building" or "Buildings" .

5. Descriptions of the Units and Their Boundaries. The Units, their respective boundaries and the appurtenances thereof are as hereinafter delineated.

A. Description of the Units. Phase 1 of the Condominium is comprised of one hundred eighty-eight (188) Units whose location, designation, approximate area, initial percentage interest, number of rooms and immediately accessible common areas are set forth in Schedule C attached hereto and are shown on the Condominium Floor plans filed herewith (the "Condominium Plans") bearing the verified statement of a registered architect, engineer or surveyor certifying that said Condominium Plans depict fully and accurately the layout, location, Unit number and dimensions of the one hundred eighty-eight (188) Units, as built. Any Unit Owner may at any time, or from time to time, change the use and designation of any room or space within his Unit provided such use and designation is consistent with applicable law and with all other provisions hereof and provided further that no such change shall be made to change the use of a room into an additional bedroom without the prior written consent of the Trustee or Trustees.

B. Boundaries of the Units. The boundaries of the Units with respect to the floors, ceilings, walls, exterior doors and windows thereof are as follows:

a. Floors: The plane of the upper surface of the subflooring of the lowest floor including basement (if the unit consists of more than one floor), but if the flooring is concrete, the boundary shall be the plane of the upper surface of the concrete;

b. Ceilings: The plane of the lower surface of the ceiling joists or strapping of the upper most floor (if the unit consists of more than one floor); provided, however, that as to Units with attics or attic areas

(finished or unfinished), the upper Unit boundary shall be the plane of the lower surface of the roof rafters;

c. Interior Walls: Between the units and common areas the centerline within the walls between common areas;

d. Exterior Walls: The plane of the exterior surface of the furring strips; or if there be no furring strips, then the plane of the exterior surface of the wall studs;

e. Exterior Doors: The exterior surface of the door, in its entirety, including the frame, jambs, hardware, threshold and flashing, and including the exterior molding or trim, if any; and caulking;

f. Windows: The exterior surface of the windows and skylights, if any, in their entirety, including the frame, mullions, muntins, sash, stiles, lights, hardware, flashing, exterior molding or trim, if any, and caulking;

g. Other: Air conditioner condensers and pad, smoke and heat detectors (if any), deck and patio railings (if any), intercom wiring and intercom system, light fixtures on decks and other exclusive use areas ("Exclusive Use Areas"), wiring and light fixtures, wiring and HVAC vents and duct work within walls and ceilings, and any equipment for submetering, as well as pipes, wires, plumbing leading from common piping back to unit, dryer vents, toilet, bath and shower piping, fireplaces, chimneys and flues and/or other conduits for utilities, whether located within or without the boundary of a Unit, and serving only that

Unit, are a part of the Unit and shall be maintained, repaired and replaced by the unit owner at his sole cost and expense.

C. Appurtenances to Units. Each of the Units shall have as an appurtenance thereto the exclusive right and easement to, consonant herewith and subject to the Rules and Regulations promulgated pursuant to the By-Laws, use the following (sometimes herein also referred to as the "Exclusive Use Areas" or "Limited Common Areas and Facilities" or "Limited Common Elements"):

- (1) The exclusive right and easement to use one or more exterior parking spaces but only if the Declarant conveys such exclusive right to an exterior parking space to the unit owner in either the initial deed of the unit or by separate recorded instrument recorded with the Registry of Deeds. The Trust shall also be responsible for the initial shoveling of the walkway after each storm. Thereafter, each unit owner will be responsible to shovel and protect against ice thereafter;
- (2) The exclusive right and easement to use any exterior patio affixed to or leading from the Unit, and each unit owner shall be responsible for the repair, replacement, maintenance, cleaning of decks and balconies and area beneath balcony, if any and shoveling of deck and balcony including, but not limited to, the obligation to stain the decks using a stain type and manufacturer satisfactory to the Trustees.
- (3) The exclusive right to use a storage room but only if the Declarant conveys such exclusive right to use a storage room in either the initial deed of the unit or by separate recorded instrument with the Registry of Deeds.
- (4) any exterior lights serving the Unit and each unit owner shall be responsible to maintain, repair and replace same including, but not limited to, light bulbs.

6. Description of the Common Areas and Facilities. The Common Areas and Facilities of the Condominium (sometimes herein also referred to as the "Common Elements") consist of the entire Property and the Building contained within the Phase 1

area exclusive of the Units, all as hereinbefore described and defined (and exclusive of any and all rights, interests and/or easements reserved by the Declarant), and any other property which is herein expressly included in the Common Areas and Facilities, including, without limitation, the following:

A. The Land together with the benefit of, and subject to, all rights, easements, reservations, conditions and restrictions of record as the same may be in force and applicable;

B. As to Phase 1 (and any subsequent phases), installations for central and/or common services such as utilities serving more than one Unit, the wastewater treatment plant, the fire sprinkler system, if any, common area water supply, if any, the irrigation system, if any, and other amenities, if any, as shown on the site plan, including all equipment attendant thereto (but not including equipment contained within and/or serving a single Unit). If, as and when the common building swimming pool, tennis courts and other recreational amenities are added to the Condominium, those recreational facilities will become common areas and facilities of the Condominium;

C. As to Phase 1 (and any subsequent phases), all common equipment;

D. As to Phase 1 (and any subsequent phases), the yards, lawns, gardens, walkways, passageways, and the improvements thereon and thereof, if any;

E. As to Phase 1 (and any subsequent phases), the Limited Common Elements located outside the Unit's boundaries, subject to the exclusive rights to use thereof and obligations thereon as herein and in the By-Laws provided; and

The Common Elements (including Exclusive Use Areas) shall be subject to the provisions hereof and of the Declaration of Trust, and to the Rules and Regulations as may be promulgated thereunder with respect to the use and maintenance thereof.

Notwithstanding the foregoing, the Common Elements shall exclude the following:

- (i) until the happening of one of the events described in Section 13.7 below, any and all Buildings or portions of Buildings located beyond Phase 1 and not theretofore phased into the condominium by a Phasing Amendment, which said Buildings or portions of the Buildings shall remain the property of and be maintained and controlled by the Declarant.
- (ii) the exclusive rights, interests and easements reserved by the Declarant in this Master Deed, which rights and easements shall be deemed to be fully transferable and shall run with the land, and are not appurtenant to the ownership of any Units in the Condominium, and which shall survive the sale of all of the Units by the Declarant.

7. Undivided Interest. The Unit Owners in Phase 1 shall have an Undivided Interest in the Common Areas and Facilities in the percentages as specified in Schedule C, for so long as the only Units in the Condominium are the Phase 1 Units. From and after the addition to the Condominium of any subsequent Phase or Sub-Phase containing additional Units (the "Additional Units") pursuant to the provisions of this Master Deed, the Beneficial Interest to which the Phase 1 Units (and Units added by way of previously recorded Phasing Amendments) is entitled shall be reduced accordingly and the Beneficial Interest to which the Phase 1 Units and all additional Units subsequently included herein shall be determined upon the basis of the approximate relation that the fair value of each Unit bears to the aggregate fair value of all Units.

The percentage figures so determined shall be rounded by the Declarant to the least extent, if any, necessary as determined by Declarant in its sole discretion, to obtain a 100.00 percent total for all Units. The Beneficial Interest so determined shall be set forth in the Amendment to the Master Deed by which the additional Unit or Units resulting in such change of Beneficial Interest is added to the Condominium. Each Unit Owner and mortgagee, by acceptance of a Unit Deed or mortgage, shall be deemed to have consented to the foregoing changes in percentage interests and to the rights reserved to the Declarant under this Master Deed and in the Declaration of Condominium Trust. Solely for purposes of calculating common and special assessments, said charges may be rounded to the nearest dollar but calculated using said percentage interest.

Each Unit Owner may use the common areas and facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other unit owners, as provided in Section 5(d) of Chapter 183A. In addition to all provisions of Section 5(d) of Chapter 183A, the use of said common areas and facilities shall be subject to the terms and provisions of this Master Deed, the Declaration of Trust, the By-Laws and the Rules and Regulations, including the provisions herein relating to Exclusive Use Areas.

8. Plans. As stated above, simultaneously with the recording hereof there has been recorded a set of floor plans of the Phase 1 Building showing the layout, location, Unit number and dimensions of the Units therein, stating the name of the Building or that it has no name, and bearing the verified statement of a registered architect or engineer

certifying that the plans fully and accurately depict the layout, location, Unit number and dimensions of the Units therein as built. Said plans further show the location of certain of the Common Areas and certain of the Common Facilities. Additionally recorded herewith is the Site Plan showing the approximate location of the Buildings and certain of the Common Elements.

9. Common Easements and Right of Access. Each Unit Owner and the Declarant and all Unit Owners in subsequent phases, if created shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, utility lines, and other Common Elements located in the common areas of the Condominium and serving his or her Unit including, without limitation, the right to tie into and use the existing wastewater treatment plant. The Trustees, and any of them, any manager or managing agent, and any other person authorized by the Trustees or by any manager or the managing agent, shall have a right of access to each Unit at reasonable times, except in emergencies, for the purpose of making inspections or for the purpose of correcting any conditions originating in any Unit or threatening another Unit or Common Element or adversely affecting the Common Expenses, or for any other purpose permitted by this Master Deed or the Declaration of Trust. In case of an emergency, such right of entry shall be immediate, by any appropriate means, whether the Unit Owner is present at the time or not.

10. Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) alteration or repair to the Common Elements made by or with the consent of the Trustees, or (b) settling of all or any portion of the Buildings, or (c) repair or restoration of the Buildings or any Unit after damage by fire or other casualty, or (d) condemnation

or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Buildings stand.

11. Intended Use. The Buildings, the Units and other Common Areas and Facilities are intended to be used solely for residential purposes and accessory uses thereto, the Common Elements being used incidental thereto. The Buildings, the Units and other Common Areas and Facilities may, with the written consent of the Trustees, be used for such other lawful purpose, or purposes, as shall not interfere with, nor conflict with, these intents or the restrictions hereinafter or in the Declaration of Trust contained.

12. Restrictions on Use. Unless otherwise permitted by written instrument duly executed by the Trustees, the use of the Units, the Buildings and the other Common Areas and Facilities shall, in addition to those restrictions and requirements contained in the Trust, be restricted as follows, except to the extent that enforcement of same may be held to be prohibited by law:

A. NO UNIT SHALL BE USED FOR ANY PURPOSE OTHER THAN RESIDENTIAL HOUSING AND USES ACCESSORY THERETO.

B. No Unit, other than units owned by the Declarant, may be leased, rented or let unless upon a written agreement between the Unit Owner and proposed Occupant therefore in a form and content acceptable to the Trustees and for a term of not less than twelve (12) months; and provided further that (1) a copy of said agreement is provided to the Trustees prior to the occupancy thereunder, and (2) said agreement contains a clause whereby the occupants agree to be bound by this Master Deed, the Declaration of Trust and the Rules and Regulations promulgated pursuant thereto which the Trustees shall provide to the occupants upon such reasonable fee as they determine; (3) it shall be deemed during the period of such occupancy that the Unit Owner has irrevocably appointed and constituted the Trustees as the Unit Owner's attorney-in-fact to seek at the Unit Owner's expense the eviction, equitable relief and/or damages of and/or from such occupants

upon any breach of said agreement or a violation of this Master Deed, the Declaration of Trust and/or the Rules and Regulations promulgated pursuant thereto provided that the Trustees first give the Unit Owner notice of said violation and reasonable period to affect a cure; (4) the letting is for the entire Unit; (5) no subletting is permitted; and (6) in no event shall it be deemed that a landlord/tenant relationship exists between the Trust and the occupant.

In such event as during the course of occupancy of a tenant of a unit demonstrates a disregard for the provisions of this Master Deed, the Declaration of Trust and/or the Rules and Regulations, the Trustees shall so notify the Unit Owner who shall thereupon be precluded from extending the tenancy of such occupant beyond the original lease term. All residential leases shall contain the following notice, in capital letters, double spaced:

THE APARTMENT UNIT BEING LEASED UNDER THIS LEASE IS LOCATED IN A CONDOMINIUM BUILDING - NOT A RENTAL APARTMENT HOUSE. THE CONDOMINIUM BUILDINGS ARE OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH UNIT (EXCEPT FOR CERTAIN UNITS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS). THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE BUILDING ARE (EXCEPT AS AFORESAID) THE OWNERS OF THE HOMES WHICH THEY OCCUPY, AND NOT TENANTS LIVING IN A RENTAL APARTMENT HOUSE, THE TENANT, BY SIGNING THIS LEASE ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUM, THE DECLARATION OF TRUST OF THE CONDOMINIUM TRUST AND THE BYLAWS AND RULES AND REGULATIONS THERETO, AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME, THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME, AND THAT IN THE EVENT OF ANY NONCOMPLIANCE, THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE

CONDOMINIUM TRUST (WHO ARE ELECTED BY THE UNIT OWNERS) AND, IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES AND OTHER CHARGES, AND THAT THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE.

C. Units may be leased or rented subject to the provisions of the documents as they may be amended from time to time. All leases, except for Units leased by the Declarant, must be for a minimum of twelve months and shall be subject to the Master Deed, Declaration of Trust and Rules and Regulations.

D. The architectural integrity of the Buildings and the Units shall be preserved and to that end, without the express written consent of the Trustees, no patio, balcony, porch, garden or yard enclosure, awning, screen, antenna (except to the extent such antenna or satellite dish is permitted by the Telecommunications Act of 1996 and the Rules and Orders of the FCC but in no event may such satellite dishes or antennas be placed in general common areas including, without limitation, the roof or exterior siding of the buildings) and permitted by Schedule D and D-1 attached hereto, sign (except for signs used by Declarant or its agents), banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected, applied to, or placed upon or attached to any Unit, or any part thereof, on the Buildings or upon any other Common Element and without the express written consent of the Trustees, no addition to or change or replacement of any exterior light, door knocker or other exterior hardware shall be made; and no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window without, in each instance, the prior express consent thereto in writing by the Trustees. Such restrictions shall not, however, be construed to restrict a Unit Owner's right to decorate his Unit, except for the exterior visible surfaces thereof, as he should so determine; provided, however,

that to the extent such decoration when viewed from the exterior of any Unit, if such shall be so viewable, detracts, in the reasonable judgment of the Trustees, from the aesthetic or architectural integrity of the Building, the Unit Owner may be required to undertake such reasonable measures as the Trustees may determine to ameliorate such detraction. Further, such restrictions shall not be construed to restrict a Unit Owner's right to move, remove, alter or change any interior, non-structural, wall or partition, nor change the use and/or designation of any room within his/her/their Unit (except no bedroom maybe added); provided, however, that such shall not adversely affect the structural integrity of the Buildings nor overload the Buildings systems and provided further, that (1) reasonable advance notice thereof is given to the Trustees; (2) all reasonable and necessary documents and plans are provided in advance to the satisfaction of the Trustees; (3) all necessary and proper permits and/or approvals are obtained from appropriate governmental authorities; (4) all conditions as may be reasonably imposed by the Trustees are satisfied; and (5) any contractor(s) performing such work shall be licensed and insured, and shall provide the Trustees with evidence of same prior to the commencement of work.

E. Customary household pets may be kept in any Unit pursuant to the restrictions and regulations contained in the Declaration of Trust; provided, however, (1) that no such pets are raised or bred for commercial and/or remunerative purposes, (2) that such pet(s) are in no greater number per Unit so as to maintain appropriate peaceful enjoyment of the Condominium by all residents thereat, (3) that such pet(s) are in compliance with all applicable governmental laws, ordinances, rules and regulations, (4) that said pets do not create a nuisance as the Trustees may in their reasonable discretion determine, (5) any such pet(s) are duly registered with the Trustees, (6) pets shall be walked in the designated pet walking area, if any, and (7) residents must clean up after their pet. Moreover,

the conduct of such pet(s) upon the Common Elements is subject to rules and regulations adopted from time to time by the Trustees. If said pet is deemed a nuisance by the Trustees, in their sole discretion, the Trustee may require the pet owner to remove the pet upon three (3) day's notice. In addition, such pet shall not interfere with the quiet enjoyment of the condominium by its residents. The Trustees may exclude a pet, including, but not limited to, exclusion based on the general disposition and noise level of the breed and no Pit Bulls, Rotweillers, Doberman Pinchers or snakes are permitted under any circumstances.

F. No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Trust, the Rules and Regulations promulgated pursuant thereto, or Chapter 183A, and all use shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units.

G. No Unit shall be maintained at an ambient temperature of less than sixty degrees (60°) Fahrenheit during such time or times as is necessary to prevent the freezing of any and all pipes within the Buildings.

H. No nuisance shall be allowed in or upon the Condominium nor shall any use or practice be allowed which interferes with the peaceful possession or proper use of the Condominium by its residents.

I. No legally immoral, improper, offensive, or other unlawful use shall be made of the Condominium, or any part thereof, and all valid laws, ordinances, rules and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any Unit shall be eliminated by and at the sole expense of the Owner of said Unit and those relating to the Common Elements shall be eliminated by the Trustees, except as may be otherwise provided for herein.

J. No use of the Common Elements shall be made save for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

K. No Unit Owner shall place or cause to be placed in or on any of the Common Elements, other than the Limited Common Elements to which such Unit Owner has exclusive rights, any furniture, packages, or objects of any kind, nor shall any such area be utilized for other than its intended purpose.

No Unit, or other area to which a Unit Owner has exclusive rights, shall be maintained or used in such a manner as to detract from the value of the other Units or the Condominium as a whole.

L. No unregistered vehicles, commercial vehicles, or vehicles with commercial lettering or boats or campers or other type of recreation vehicles shall be kept upon the Common Elements, except for Declarant's or its agents' vehicles.

M. If any Unit Owner other than the Declarant, desires to transfer or sell his or her unit prior to the Declarant conveying all units it can create pursuant to the Master Deed, the Unit Owner shall be obligated to grant the Declarant or its designee the exclusive right to sell the Unit on such terms and commissions determined by the Declarant or its designee but in an amount or percentage reasonable and comparable to services offered by real estate agents in the Town of

Easton. If a Unit Owner violates this provision, he or she shall be obligated to pay Declarant an amount equal to six (6%) percent of the purchase price or fair market value, whichever is greater.

The foregoing restrictions shall be for the benefit of the Unit Owners and the Trustees, and may be administered on behalf of the Unit Owners by the Trustees. These restrictions shall, insofar as permitted by law, be perpetual, and to that end they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. The failure of any Unit Owner, or person occupying a Unit, to comply with said restrictions will give rise to a cause of action in the Trustees, and/or any aggrieved Unit Owner, for the recovery of damages, or for injunctive relief, or both.

13. Rights Reserved to the Declarant.

13.1 As stated above, the Declarant intends to develop the Condominium in stages herein referred to as "Phases". The Land, together with the Buildings described and shown on the Site Plan as "Phase 1" shall initially comprise the Condominium. Said Phase 1 consists of one hundred eighty-eight (188) dwelling units. The Condominium shall consist of additional Phases constructed or to be constructed on the Land and the Property. Until such time as additional Phases are added to the Condominium by the recording of "Phasing Amendments" as described below, any buildings or portions thereof existing on the Land (other than Phase 1) any other portions of the buildings shown on the Site Plan shall constitute an interest in real estate and be exclusively owned by the Declarant. In addition to all other rights reserved hereunder, Declarant reserves the right, but not the obligation, to create the management office located in the building containing the fitness center and meeting room as an additional Condominium Unit which may be used for any purpose, commercial or residential as permitted or as may be permitted by the Town of Easton. In the alternative, Declarant, in its sole discretion, may use the management office for

sales, rentals and other purposes or may permit to the Condominium Trust to use the office as a common area and facility.

13.2 The buildings (and portions of buildings) for Phase 2 and all subsequent Phases ("Future Phases") are described or shown on said Site Plan or on areas to be shown on subsequently recorded site plan(s). When all Phases of the Condominium have been added, it is anticipated that there will be a total of up to two hundred nineteen (219) Units in numerous Phases and/or Sub-Phases, which Phases or Sub-Phases may consist of as few as one (1) unit. The Declarant need not establish any additional Phase as part of this Condominium, however. If all Phases are added, the Condominium will consist of one hundred eighty-eight (188) units which have been constructed prior to recording this Master Deed and up to thirty-one (31) additional new Units which Declarant reserves the right to build on the Condominium Land.

13.3 The Declarant expressly reserves the right to either (i) create more or fewer Phases than may be currently contemplated, or create Sub-Phases; and (ii) to add Phases or Sub-Phases to the Condominium in an order other than as set forth herein or as shown on the Site Plan.

13.4 As described above, with respect to any portion of a Building not comprising Phase 1 or a later Phase expressly made subject to this Master Deed and part of the Condominium pursuant to a "Phasing Amendment" (as described below), the Declarant reserves for the benefit of itself and its successors and assigns exclusive ownership of such Buildings or portions of Buildings, as well as the right to fully construct, develop and finish same. Thus, the Buildings and portions of Buildings, as well as the other areas located beyond Phase 1, may be exclusively utilized by the Declarant and its successors and assigns for whatever lawful use or purpose may be deemed desirable by Declarant in its sole discretion. Nothing contained in this Master Deed or in future Amendments shall be held to limit or restrict said reserved rights of Declarant for the benefit of itself and its successors and assigns.

13.5 The Declarant, for itself and its successors and assigns, hereby reserves exclusive rights and easements to enter onto the Land and complete construction of any buildings thereon, along with all improvements, utility lines, driveways, wires, pipes, conduits, sewer, walkways, and drainage lines to service the dwelling units constructed on the Land described in Schedule A.

13.6 The Declarant expressly reserves for itself and its successors and assigns, and shall have the right, without the further consent of any unit owner or mortgagee, to amend this Master Deed so as to include in this Condominium the later Phases thereof as set forth above (hereinafter, the "Phasing Amendment(s)"), pursuant to and in accordance with the provisions of this Section 13. Until the happening of one of the events described in Section 13.7 below, the building areas shown on the Site Plan outside of the Phase 1 Area (i.e., the "Later Phase Areas") shall be deemed to be subject to the exclusive use, rights and easements hereby reserved by the Declarant and its successors and assigns in this Master Deed, including the rights of the Declarant to convert said areas to units, limited common areas, and general common areas as described herein and in the Phasing Amendments. With respect to said later Phases or Sub-Phases:

(a) The Declarant, in such Phasing Amendment, shall have the right, in its sole discretion, to create additional units, as well as the right to create and designate limited common areas. Upon the recording of such amendment of this Master Deed so as to include said later Phases or Sub-Phases, the Units in the Buildings in such Phase or Sub-Phase shall become Units in this Condominium owned by the Declarant and shall thereupon be subject to common area charges, and the common areas and facilities of this Condominium shall include, except as otherwise provided in said Phasing Amendment, the same elements, features, and facilities of the Building and grounds which are described, defined, and referred to as to Phase 1 in this Master Deed as Common Areas and Facilities. After the recording of such amendment of this

Master Deed creating said later Phases or Sub-Phases the total number of units in the Condominium shall be the Units in Phase 1 and the Units subsequently created by Amendment(s) to the Master Deed;

(b) Except as otherwise provided herein, if the Declarant has not so amended this Master Deed so as to include any or all of said later Phases or Sub-Phases in the Condominium within twenty (20) years after the date of recording of this Master Deed, or such later date as may be otherwise specifically permitted in writing by Declarant's lender as to this Property, then the foregoing reserved rights shall terminate and be of no effect with respect to any such later Phases not yet created and the Land where said phases were not created shall revert to the Declarant or its successors and assigns together with such easements over the condominium land for development, access installation of utility lines and also such other purposes deemed necessary by the Declarant in its sole discretion.

(c) Nothing herein shall be deemed to obligate the Declarant to create any later Phases or Sub-Phases. Moreover, notwithstanding any contrary or inconsistent provision above, the Declarant, and its successors and assigns, shall have the right, prior to the execution and recording of the Phasing Amendments creating said later Phases or Sub-Phases, to change the number, size, sales price, layout and location of Units in any of such later Phases or Sub-Phases.

Any such amendment creating a later Phase or Sub-Phase shall contain with respect to such Phase or Sub-Phase all the particulars required by said Chapter 183A of the General Laws of Massachusetts, as currently existing or as amended. Without limitation of the foregoing, the designation of each Unit in such Phase or Sub-Phase, a statement of its location, approximate area, and the immediate common areas to which it has access and its proportionate interest in the common areas and facilities shall be set forth, respectively, in the Phasing Amendment. No such amendment to this Master Deed shall be effective until it is recorded with the Registry of Deeds.

Declarant further reserves the right for itself and its successors and assigns, in its sole discretion, to abandon its intention to create any later Phase or Sub-Phase of the Condominium, as set forth above, and may, in its discretion, record a statement to said effect with the Registry of Deeds.

13.7 Upon the happening of any of the events described in (a), (b) or (c) below in this Section 13.7, certain portions of the Buildings as described in the Phasing Amendment(s) (subject to matters of record, and not including the units constructed therein) shown as the areas (or parts thereof) beyond Phase 1 may become part of the general Common Areas (or Limited Common Areas, if so designated by the Declarant): (a) as to an area designated by Declarant as an area relating to a specific Phase or Sub-Phase, when the Declarant records an Amendment to this Master Deed to create such later Phase or Sub-Phase on such area, as described above and in the applicable Phasing Amendment; (b) one hundred twenty (120) days after the time limit to record such Phasing Amendment(s) expires, as set forth in 13.6 above; or (c) as to any specific area(s) designated by Declarant, when the Declarant abandons its rights to develop later Phases or Sub-Phases by recording an instrument(s) to that effect as described in 13.6 above. Until such time as any such areas become part of the general Common Areas as described in this Section 13.7, the Declarant and its successors and assigns will have the exclusive right to use and develop said areas, and to rent, lease, occupy and enjoy any revenues derived from said areas.

13.8 The Declarant reserves the right for itself and its successors and assigns to add Units in the proposed additional Phases or Sub-Phases in styles and sizes other than those built in Phase 1, so long as those styles and sizes conform to applicable zoning by-laws and regulations (or permit(s) and approvals relating to the property). The designation of each Unit in said Future Phases, a statement of its location, approximate area and number of rooms, and its proportionate interest in the Common Elements shall be set forth, respectively, in the Phasing Amendments. Any such

amendment shall contain, with respect to Future Phases, all of the particulars required by said Chapter 183A of the General Laws of Massachusetts. From and after the recording of such amendments, the Condominium shall include the Phases added by such amendments and the Units therein shall be subject to condominium common charges and entitled to vote as provided in the Declaration of Trust. Similarly, the Common Elements of the Condominium shall then include the same elements and parts of Buildings described hereinabove. The Declarant and Unit Owners in subsequent phases shall have the right to use all common areas and facilities, including, without limitation, the wastewater treatment plant, roadways and all other amenities and the Declarant reserves the specific right, without limitation, to tie subsequent phase units and common areas into the existing wastewater treatment plant.

13.9 In addition to all other rights of Declarant hereunder and pursuant to Declarant's right to amend this Master Deed so as to create later Phases or Sub-Phases as set forth above, Declarant reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns the right and easement to use, occupy, and alter, for construction purposes, the areas beyond Phase 1, for all purposes necessary or desirable in order to renovate and construct the later Phases or Sub-Phases and the Condominium units thereon and the common areas and facilities therefor. The Declarant further reserves for itself and its successors and assigns the exclusive right to grant easements across all of the Property for the installation of utilities and the right to grant easements to others to use the roadways and other areas of the Property for vehicular and pedestrian traffic.

Without limiting the generality of the foregoing and in furtherance thereof, the Declarant hereby reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns, the following rights to be in full force and effect until one hundred (120) days after the last of the Condominium Units in the final Phase or Sub-Phase is conveyed of record by the Declarant to

purchasers other than purchasers designated as successors or assigns of Declarant's rights under this Master Deed: the right of access, ingress, and egress over and upon the Land and the common areas and facilities of the Condominium, including that deemed by the Declarant to be necessary for marketing purposes and for the work of construction, reconstruction, rehabilitation, improvement, and other work in progress or contemplated by Declarant; the right to lay, maintain, repair and replace, construct, and install and connect (or connect with and make use of) all utilities, utility lines, poles, tanks, walls, ducts, conduits, and similar facilities to serve any or all of the buildings and/or dwelling units and the common areas and facilities and all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of power, gas, light, cable television water, air and all sewer and drainage pipes to serve any or all of the buildings and/or dwelling units and the Common Elements and facilities; to pass and repass by foot and vehicle over all driveways, roadways, accessways, parking areas and walkways, whether now existing or to be constructed in the future, for all purposes for which driveways, roadways, accessways, parking areas and walkways are commonly used, including the transportation of construction materials, equipment, and personnel for the purposes of construction; to construct buildings and improvements on the Land and to engage in all activities necessary or appropriate to accomplish the same, including without limitation the exclusive right to grant to others including any public utility or authority, easements for the installation and maintenance of utilities; to store construction materials, equipment, and supplies in those portions of the Common Elements and facilities not subject to rights of exclusive use appurtenant to any Unit; to restrict (for periods of not more than eight (8) hours at any time during any day) the use by Unit owners of common areas and facilities to facilitate construction or for purposes of safety (provided, of course, no Unit Owner shall be denied at least one means of access to his or her Unit during such periods of restriction); to leave debris resulting from construction in the Common Elements and facilities, provided the same do not

endanger safety; to reasonably interrupt for brief intervals of time, water, gas, electric, and other utilities and service provided by such utility lines, pipes, tanks, wells, wires, cables, conduits, and septic, sewer and drainage lines in order to facilitate construction or in order to facilitate the installation of appliances or fixtures in the Buildings, Units or Common Elements and facilities under construction without liability for such interruption of service, provided however that the Declarant shall use reasonable efforts to minimize any such interruption of service; to park vehicles used in connection with the construction work or incident thereto in parking areas that have not been assigned to any specific unit; and, in general, the right to do all things necessary or desirable in order to construct and complete all of the Buildings and/or dwelling units and the Common Elements and facilities in connection therewith. Declarant further reserves the right to use any Unit owned by the Declarant for storage or as a model, for display, as an office, for purposes of facilitating sales or leasing of Units, as well as the right to park and use one or more construction and/or marketing trailers or other temporary structures on the Land. Declarant also reserves the right to use all or a portion of the Common Building as a model or office for facilitating sales or leases after the Common Building has become part of the common areas of the Condominium and until Declarant has sold all units it has the right to create.

13.10 The rights and easements reserved by the Declarant in this Section 13 shall be in addition to and not in limitation of, the rights and easements reserved by the Declarant in other sections of this Master Deed.

13.11 The rights and easements reserved by the Declarant for itself and its successors and assigns in this Master Deed shall survive one hundred twenty (120) days the sale of all of the Units in Phase 1 or Future Phases or Sub-Phases by the Declarant, and are to be deemed to be fully transferable, running with the land.

13.12 Each Condominium Trustee, as well as each owner and mortgagee of a Unit within the Condominium, by the acceptance and recordation of a deed or mortgage to a

Unit, shall thereby have consented to any such Phasing Amendment(s) to the Master Deed (and corresponding modification of percentage interests in the common areas and facilities) and/or the granting or exercise of any right or easement described in this Master Deed without the necessity of securing any further consent or execution of any further documents by such Trustee, owner or mortgagee, and does hereby appoint Declarant as his or her attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant to exercise any such Phasing Amendment, right or easement described in this Master Deed, or to effect any such right herein reserved, which power of attorney is deemed to be running with the land, binding upon heirs, successors and assigns, durable, irrevocable and coupled with an interest. Each owner and mortgagee of a Unit, by acceptance and recordation of a deed or mortgage to a Unit, shall thereby be deemed to have further consented to any governmental permit, approval or zoning relief sought by the declarant in connection with the development and construction of the Condominium and/or such other development and/or construction proposed by Declarant or Declarant's affiliates, successors and/or assigns with respect to the Land, and no such Unit Owner or mortgagee shall object in any way to any such governmental permit, approval or zoning relief sought by the Declarant. At the request of the Declarant, the Condominium Trustees and all Unit Owners shall join in any application for such governmental permit, approval or zoning relief, provided Declarant shall bear any costs therefor.

13.13 The Declarant, by deed or by separate assignment, shall be entitled to assign, sell, grant or mortgage, any and all of its interests, rights and easements owned by it or reserved herein and in the Declaration of Trust and By-Laws, at any time, and from time to time, to any mortgage holder, person, trust, firm, or entity as may be determined by Declarant. Each Condominium Trustee, as well as each owner and mortgagee of a Unit, by acceptance and recordation of a deed or mortgage to a Unit,

shall be deemed to have thereby consented to any such assignment, sale, grant or mortgaging of the Declarant's said interests, rights and easements without the necessity of securing any further consent or execution of any further documents by such Trustee, owner or mortgagee, and does hereby appoint the Declarant as attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant or exercise such assignment, sale, grant or mortgaging, which power of attorney is deemed to be running with the land, binding upon heirs, successors and assigns, durable, irrevocable, and coupled with an interest. The Condominium Trustees and Unit Owners, at Declarant's request, shall execute whatever confirmatory instruments which Declarant deems appropriate or necessary in order to perfect, carry out, or effectuate the rights and easements reserved by the Declarant in this Master Deed and in the Condominium Trust.

14. Title to Units. Title to Units may be taken in the name of an individual or in the name of two (2) or more individuals, as tenants in common, joint tenants, or tenants by the entirety, in the name of a fiduciary, limited liability company, corporation, partnership or any other legal entity.

15. Units Subject to Master Deed and Condominium Trust. All present and future Unit Owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the items of record affecting title to the Property. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items of record affecting title to the Property, are accepted and ratified by such Unit Owner, tenant, visitor, servant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall

bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. A violation of the provisions of this Master Deed, the Unit Deed, the Declaration of Trust, or the Rules and Regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties and obligations of a Unit Owner.

16. Sale or Lease of Units. A Unit Owner may, subject to the restrictions of this Master Deed, and the Trust, sell, assign, lease, or otherwise transfer all of his interest in his Unit(s), together with: (i) the undivided interest in the Common Areas and Facilities appurtenant thereto; (ii) the exclusive right of such Unit Owner to use the Limited Common Elements to which said Unit Owner has an exclusive right of use; (iii) the interest of such Unit Owner in any Units theretofore acquired by the Trustees or their designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (iv) the interest of such Unit Owner in any other assets of the Condominium— (i), (ii), (iii) and (iv) above hereinafter collectively called the “Appurtenant Interests” — in the manner set forth below:

A. Subjection to Condominium Documents. Any deed to a purchaser, lease to a lessee, or mortgage to a secured party, shall expressly provide, or in the absence of such be deemed to provide, that the acceptance thereof shall constitute an assumption of the provisions of the Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated thereunder, as the same may be amended from time to time. Any such lease shall be consistent with the restrictions contained in this Master Deed and shall be deemed to provide that the Trustees shall have the power to terminate such lease and/or to bring summary process proceedings to evict the tenant in the name of the landlord (i) in the event of default by the tenant in the performance of such lease, (ii) in the event of the creation, continuance or sufferance of a nuisance in or about the premises, or (iii)

in the event of a violation of the provisions of this Master Deed, the Declaration of Trust and/or the Rules and Regulations.

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

C. 6D Certificates. Upon request of a Unit Owner or his designee, the Trustee(s) shall, within ten (10) days, provide a certificate in conformity with M.G.L. c. 183A, s. 6(d), specifying the amount, if any, of any unpaid Common Charges assessed to the Unit Owner and/or attributable to the Unit. The Trustee(s) may in their discretion impose a reasonable fee for the provision of such statement.

17. Amendment of Master Deed.

(a) Declarant's Consent. Notwithstanding any contrary or inconsistent provision in this Master Deed, for so long as Declarant owns one or more Units in the Condominium or holds rights retained under this Master Deed to add further Phases or Sub-Phases to the Condominium, any amendment to the Master Deed must be signed by the Declarant and/or its successors and/or assigns.

(b) General Amendments. Except as set forth in Section 13 above relating to Phasing Amendments, and except as otherwise provided in (a) or (c) of this Section 17, this Master Deed may otherwise be amended by an instrument in writing consented to by Unit Owners (including the Declarant) entitled in the aggregate to fifty-one percent (51%) or more of the undivided interests in the common areas and facilities and duly recorded with the Registry of Deeds, provided, however, that:

- (i) The date on which any such instrument is consented to by each such consenting Unit Owner shall be indicated thereon, and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after the date on which the first such consent was obtained. Any such amendment need not be signed by the consenting Unit Owners, as long as the amendment is signed by a majority of the Trustees, who shall certify in such amendment (1) that the amendment has been consented to by the requisite number of Unit Owners and (2) the respective dates each such consent was obtained.
- (ii) Except as provided for elsewhere in this Master Deed, no instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owner of the Unit so altered;
- (iii) Except as provided for in Section 13 hereof or elsewhere in this Master Deed, no instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by all Unit Owners whose percentage of undivided interest is affected;
- (iv) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Massachusetts General Laws, Chapter 183A shall be of any force or effect.

(c) Special Amendments. Notwithstanding the foregoing, this Master Deed may also be amended by special amendment as follows: The Declarant, without the consent of any Unit Owner or mortgagee may execute and record a special amendment as long

as it owns any Units in the Condominium or the right to add additional Phases or Sub-Phases thereto, in order to (i) correct any errors and/or omissions in this Master Deed, provided no such correcting amendment shall materially adversely affect the rights of any Unit Owner; (ii) to make this Master Deed comply with the provisions of Massachusetts General Laws Chapter 183A; or (iii) to make the provisions of this Master Deed comply with the guidelines or requirements of the Federal National Mortgage Association ("FANNIE MAE"), the Federal Home Loan Mortgage Corporation ("FHLMC"), the Town of Easton and any governmental insurer or guarantor of Unit mortgages, including private mortgage insurers, the right to execute and record such special amendments shall pass to the Condominium Trustees at such time as the Declarant and/or its successors and/or assigns no longer own or holds either any Units in the Condominium or the right to add any Units in later Phases or Sub-Phases.

18. FANNIE MAE/FHLMC Provisions. Notwithstanding anything in the Master Deed, the Declaration of Trust or the Rules and Regulations promulgated pursuant thereto to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages of record (hereinafter "First Mortgagees") with respect to the Units and shall be enforceable by any First Mortgagee:

A. In the event that the Unit Owners shall amend the Master Deed or the Declaration of Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

- a. foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
- b. accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
- c. sell or transfer a Unit acquired by the First Mortgagee.

B. Any party who takes title to a Unit through foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Declaration of Trust;

C. Except as may be otherwise provided by applicable law (including, but not limited to, M.G.L. Chapter 183A, Section 6), any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid Common Expenses which accrued prior to the acquisition of title to such Unit by such First Mortgagee;

D. Except as provided by statute, and except as provided for in this Master Deed, in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium, in addition to any requirement of Paragraphs 18 and/or 25 of this Master Deed unless fifty-one (51%) percent of the First Mortgagees (based upon one vote for each First Mortgagee), have given their prior written approval, the Unit Owners and the Trustees of the Condominium Trust shall not be entitled to:

a. by any act or omission, seek to abandon or terminate the Condominium;
or

b. change the undivided 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; or

c. partition or subdivide any Unit; or

d. by any act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities of the

Condominium, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or

e. use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities of the Condominium for other than the repair, replacement or reconstruction thereof.

E. Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

F. Except as provided by applicable law, in no event shall any provision of this Master Deed or the Declaration of Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or for a taking of such Unit and/or the Common Areas and Facilities;

G. A First Mortgagee upon prior written request made to the Trustees, shall be entitled to:

a. written notification from the Trustees of any default by its borrower who is an owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Declaration of Trust which is not cured within sixty (60) days;

b. inspect the books and records of the Trust at all reasonable times;

c. receive an annual financial statement of the Trust within one hundred twenty (120) days following the end of any fiscal year of the

Trust;

- d. receive timely written notification of all meetings of the Trust and be permitted to designate a representative to attend all such meetings;
- e. receive timely written notification from the Trustees of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage or any proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium;
- f. receive timely written notification of any lapse, cancellation or material modification of any insurance policy including fidelity insurance maintained by the Trust;
- g. receive timely notice of any proposed action which requires the consent of a specified percentage of eligible mortgage holders as specified in this Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto;

H. Any agreement for professional management of the Condominium shall provide for termination by either party without cause and without payment of a termination fee on no more than ninety (90) days' notice.

I. In addition to all other requirements of applicable law, this Master Deed or the Trust, the prior written consent of fifty-one percent (51%) of the First Mortgagees holding mortgages on Units who have requested notification of the consideration of material amendments, and of Unit Owners entitled to at least

fifty-one (51%) percent of the Undivided Interest herein shall be required for the following:

- a. the abandonment of the Condominium status or the Condominium except for abandonment provided by statute in case of substantial loss to the Units and Common Areas and Facilities;
- b. the partition or subdivision of any Unit or of the Common Areas and Facilities;
- c. a change in the Undivided Interest of any individual Unit; to add or amend any material provisions of the Master Deed or the Declaration of Trust which establish, provide for, govern or regulate any of the following:
 - (i) Voting;
 - (ii) Assessments, assessment liens or subordination of such liens;
 - (iii) Reserves for maintenance, repair and replacement of the common areas;
 - (iv) Insurance or Fidelity insurance;
 - (v) Rights to use of the Common Areas and Facilities;
 - (vi) Responsibility for maintenance and repair of the several portions of the Property;
 - (vii) Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the property;
 - (viii) Boundaries of any Unit;
 - (ix) The interests in the Common Areas and Facilities;

- (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 similar restriction on the right of a Unit estate owner to sell, transfer, or otherwise convey his/her/their Unit estate;
- (xiii) Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units;

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

The Declarant intends that the provisions of the Master Deed shall comply to the maximum extent possible with the requirements of the Federal National Mortgage Association (FANNIE MAE) and the Federal Home Loan Mortgage Corporation (FHLMC) with respect to Condominium loans, and except as may otherwise specifically be provided in this Master Deed, all questions with respect thereto shall be resolved consistent with that intention.

19. Conflicting Provisions. If any provisions of this Master Deed shall be invalid or shall conflict with Chapter 183A, as amended, or if any provision of this Master Deed conflicts with any other provision thereof or with any provision of the Declaration of Trust, then the following rules of construction shall be used:

- A. In the event of a conflict between the Master Deed and said Chapter 183A, as amended, the provisions of Chapter 183A shall control;

B. In the event of a conflict between this Master Deed and the Declaration of Trust, this Master Deed shall control.

C. In the event of a conflict between any numerical voting requirements for action set forth in Paragraph 17 hereof and any other such requirements for action set forth in any provision of this Master Deed or the Declaration of Trust, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control.

20. Invalidity. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

21. Waiver. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

22. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof. Terms of gender shall be interchangeable, as shall be terms of reflecting the singular and plural.

23. Chapter 183A. The Units and Common Areas and Facilities, and the Unit Owners and Trustees, shall have the benefit of, and be subject to, the provisions of Chapter 183A, in effect upon the date of execution of this Master Deed and any future amendments thereto. In all respects not specified in this Master Deed or in the Declaration of Trust, they shall be governed by the provisions of Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A. All terms and expressions

herein used which are defined in Section 1 of Chapter 183A shall have the same meanings herein unless the context otherwise requires.

24. Duration. The Condominium hereby created shall terminate only upon the removal of the same from the provisions of said Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said Chapter, or any successor to such section.

25. Withdrawal of Portions of Condominium Land. The Declarant and its successors and assigns reserve the right within the period of twenty (20) years from the date this Master Deed is recorded to remove such land, as hereinafter defined, from the Condominium hereby created by a conveyance of any portion of the land to the Declarant and its successors and assigns or to any other party, which conveyance shall convey said land or any portion thereof free of this Master Deed for any purposes for which such land may then or thereafter be legally used and expressly free of any use or restriction for the benefit of the Condominium to which it may have been subject by being included in the description of the premises in Schedule A attached herewith dedicated to condominium use or by reason of the use and occupation of the dedicated premises in connection with the use and occupation of the Units of the Condominium. Each phase which is or will be added to the Condominium, as shown on the site plans, has land phasing lines surrounding said phase. The Declarant and its successors and assigns shall only be allowed to remove such land which is not part of the land of a created phase or phases. The Declarant and its successors and assigns reserve the right to pass over the Condominium land and to have all other rights necessary to develop the withdrawn land, including the right to have easements for public utilities and the like.

Each Unit Owner and each mortgagee of a Unit in the Easton Crossing Condominium, their successors, heirs and assigns, shall by the acceptance of a deed,

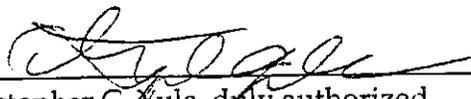
mortgage or any other instrument conveying an interest in any Unit, thereby irrevocably appoint the Declarant and its successors and assigns as his or its attorney to execute, acknowledge and deliver any and all instruments necessary or appropriate to convey such land as contemplated by this Section 25 of this Master Deed, recognizing and acknowledging that the power thereby conferred shall be a power coupled with an interest and each such Unit Owner, mortgagee or other party agrees for himself, his successors and assigns to execute, acknowledge and deliver any and all instruments which may be requested at any time to confirm the power of attorney so given or the conveyance of said land as herein contemplated.

26. Combining Contiguous Units. Notwithstanding anything herein otherwise provided, a Unit Owner who owns two or more contiguous (vertically or horizontally) Units may construct openings between said Units in order to physically combine such Units. In addition, any Unit Owner may create an opening to connect to an adjacent building whether the buildings are added to the Condominium or not. All work performed in creating such openings shall be done in a good and workmanlike manner, in compliance with all applicable laws, after obtaining all required permits and obtaining written approval of plans and specifications for the proposed work from the Trustees prior to the commencement of such work upon such conditions as the Trustees may impose. No work shall be performed which will materially affect the structural integrity of the Condominium, and the Unit Owner performing such work shall indemnify and hold harmless the Trust and all Unit Owners from any loss, claim or liability which they may suffer or incur as a result of such work. Upon completion, the combined Units shall be treated as one Unit for all purposes, in furtherance whereof an amendment to this Master Deed shall be prepared, at the subject Unit Owners' expense, and recorded with the Registry of Deeds. Units so combined may thereafter be restored

as separate Units in the same configuration as originally as herein provided.

Witness the execution hereof under seal this 13th day of September, 2005.

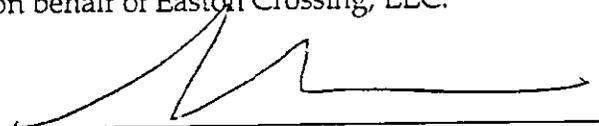
Easton Crossing, LLC

By: 
Christopher C. Yule, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Worcester County, ss.

On this 13th day of September, 2005, before me, the undersigned notary public, personally appeared Christopher C. Yule, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license, or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, duly authorized on behalf of Easton Crossing, LLC.

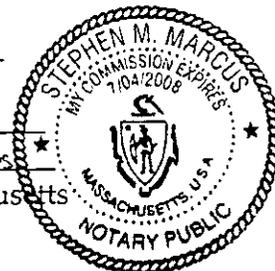


Notary Public

My Commission Expires: 7/4/08

Print Notary Public's Name: Stephen M. Marcus

Qualified in the Commonwealth of Massachusetts



EASTON CROSSING CONDOMINIUM

SCHEDULE A

LEGAL DESCRIPTION OF LAND

The land in Easton, Bristol County, Massachusetts, bounded and described as follows:

Beginning at a point at the westerly side of Washington Street, said point being the most northerly corner of the subject premises at the property N/F of Edward C. White, Trustees; thence

S10-04-08E, 671.25 feet along Washington Street; thence
S10-54-10E, 685.38 feet along Washington Street; thence along a curve to the left with a radius of 25.00 feet, a distance of 39.27 feet, thence
S79-05-50W, 175.00 feet; thence
S79-05-50W, 31.02 feet; thence
S4-29-00W; 260.10 feet, then last four courses by land N/F of A.B.C. Realty Trust; thence
N85-13-00W, 228.45 feet by land N/F of Caulain Realty Trust; thence
N17-03-05W, 356.24 feet; thence
N71-25-17W, 514.95 feet, the last two courses by land N/F of William & Paul Bertarelli; thence
N4-54-07W, 330.00 feet; thence
N46-26-59E, 365.00 feet; thence
N48-37-03E, 260.97 feet; thence
N46-14-00E, 404.88 feet, last four courses by land N/F of Simpson Springs Company; thence
N60-59-30E, 115.13 feet by land N/F of Edwin C. White, Trustee to the point of beginning, excepting, Adam Street, Nancy Road and Janet Road as shown on street acceptance plans revised June 10, 1976 by Hayward, Boynton & Williams recorded in Plan Book 159, Pg. 70-72

Subject to all other restrictions, mortgages, encumbrances and easements of record, insofar as now in force and applicable.

EASTON CROSSING CONDOMINIUM

SCHEDULE B

<u>Number of Units in Phase 1:</u>	One hundred eighty-eight (188) units
<u>Number of Stories of Phase 1:</u>	1 and 2 stories
<u>Principal Materials of Construction:</u>	Poured concrete foundations, clapboard siding, asphalt shingled roof.

EASTON CROSSING CONDOMINIUM

SCHEDULE C

PHASE 1 - DESCRIPTION OF UNITS

Description of the Units in Phase 1 of the Condominium, together with their respective percentage interests in the Condominium.

<u>Building/ Lot No.</u>	<u>Unit No.</u>	<u>Address</u>	<u>Approximate Area (Sq. Ft.)*</u>	<u>Percentage Interest</u>	<u>Rooms**</u>
1	1	2 Janet Road	616.0	.4236	1BR
1	2	2 Janet Road	614.0	.4236	1BR
1	3	2 Janet Road	1010.0	.5647	2BR
1	4	2 Janet Road	1005.0	.5647	2BR
1	5	2 Janet Road	1010.0	.5647	2BR
1	6	2 Janet Road	1010.0	.5647	2BR
1	7	2 Janet Road	1010.0	.5647	2BR
1	8	2 Janet Road	1010.0	.5647	2BR
1	9	2 Janet Road	1010.0	.5647	2BR
2	1	1 Janet Road	616.0	.4236	1BR
2	2	1 Janet Road	614.0	.4236	1BR
2	3	1 Janet Road	1010.0	.5647	2BR
2	4	1 Janet Road	1005.0	.5647	2BR
2	5	1 Janet Road	1010.0	.5647	2BR
2	6	1 Janet Road	1010.0	.5647	2BR
2	7	1 Janet Road	1010.0	.5647	2BR
2	8	1 Janet Road	1010.0	.5647	2BR
2	9	1 Janet Road	1010.0	.5647	2BR
3	1	10 Nancy Road	616.0	.4236	1BR
3	2	10 Nancy Road	614.0	.4236	1BR
3	3	10 Nancy Road	1010.0	.5647	2BR
3	4	10 Nancy Road	1005.0	.5647	2BR
3	5	10 Nancy Road	1010.0	.5647	2BR
3	6	10 Nancy Road	1010.0	.5647	2BR
3	7	10 Nancy Road	1010.0	.5647	2BR
3	8	10 Nancy Road	1010.0	.5647	2BR
3	9	10 Nancy Road	1010.0	.5647	2BR
4	1	6 Nancy Road	616.0	.4236	1BR
4	2	6 Nancy Road	614.0	.4236	1BR
4	3	6 Nancy Road	1010.0	.5647	2BR
4	4	6 Nancy Road	1005.0	.5647	2BR

4	5	6 Nancy Road	1010.0	.5647	2BR
4	6	6 Nancy Road	1010.0	.5647	2BR
4	7	6 Nancy Road	1010.0	.5647	2BR
4	8	6 Nancy Road	1010.0	.5647	2BR
4	9	6 Nancy Road	1010.0	.5647	2BR
5	1	741 Washington Street	616.0	.4236	1BR
5	2	741 Washington Street	614.0	.4236	1BR
5	3	741 Washington Street	1010.0	.5647	2BR
5	4	741 Washington Street	1005.0	.5647	2BR
5	5	741 Washington Street	1010.0	.5647	2BR
5	6	741 Washington Street	1010.0	.5647	2BR
5	7	741 Washington Street	1010.0	.5647	2BR
5	8	741 Washington Street	1010.0	.5647	2BR
5	9	741 Washington Street	1010.0	.5647	2BR
6	1	2 Adam Street	616.0	.4236	1BR
6	2	2 Adam Street	616.0	.4236	1BR
6	3	2 Adam Street	1007.0	.5647	2BR
6	4	2 Adam Street	1005.0	.5647	2BR
6	5	2 Adam Street	1010.0	.5647	2BR
6	6	2 Adam Street	1010.0	.5647	2BR
6	7	2 Adam Street	1010.0	.5647	2BR
6	8	2 Adam Street	1010.0	.5647	2BR
6	9	2 Adam Street	1010.0	.5647	2BR
7	1	1 Adam Street	616.0	.4236	1BR
7	2	1 Adam Street	614.0	.4236	1BR
7	3	1 Adam Street	1010.0	.5647	2BR
7	4	1 Adam Street	1010.0	.5647	2BR
7	5	1 Adam Street	1010.0	.5647	2BR
7	6	1 Adam Street	1010.0	.5647	2BR
7	7	1 Adam Street	1010.0	.5647	2BR
7	8	1 Adam Street	1010.0	.5647	2BR
7	9	1 Adam Street	1010.0	.5647	2BR
8	1	3 Adam Street	616.0	.4236	1BR
8	2	3 Adam Street	614.0	.4236	1BR
8	3	3 Adam Street	1010.0	.5647	2BR
8	4	3 Adam Street	1010.0	.5647	2BR
8	5	3 Adam Street	1010.0	.5647	2BR
8	6	3 Adam Street	1010.0	.5647	2BR
8	7	3 Adam Street	1010.0	.5647	2BR
8	8	3 Adam Street	1010.0	.5647	2BR
8	9	3 Adam Street	1010.0	.5647	2BR
8	10	3 Adam Street	1010.0	.5647	2BR
9	1	5 Adam Street	614.0	.4236	1BR
9	2	5 Adam Street	614.0	.4236	1BR

9	3	5 Adam Street	1010.0	.5647	2BR
9	4	5 Adam Street	1010.0	.5647	2BR
9	5	5 Adam Street	1005.0	.5647	2BR
9	6	5 Adam Street	1010.0	.5647	2BR
9	7	5 Adam Street	1010.0	.5647	2BR
9	8	5 Adam Street	1010.0	.5647	2BR
9	9	5 Adam Street	1010.0	.5647	2BR
10	1	9 Adam Street	614.0	.4236	1BR
10	2	9 Adam Street	614.0	.4236	1BR
10	3	9 Adam Street	614.0	.4236	1BR
10	4	9 Adam Street	1010.0	.5647	2BR
10	5	9 Adam Street	1010.0	.5647	2BR
10	6	9 Adam Street	1010.0	.5647	2BR
10	7	9 Adam Street	1010.0	.5647	2BR
10	8	9 Adam Street	1010.0	.5647	2BR
10	9	9 Adam Street	1010.0	.5647	2BR
10	10	9 Adam Street	1010.0	.5647	2BR
10	11	9 Adam Street	1010.0	.5647	2BR
10	12	9 Adam Street	1010.0	.5647	2BR
10	13	9 Adam Street	1010.0	.5647	2BR
17	1	12 Adam Street	1010.0	.5647	2BR
17	2	12 Adam Street	1010.0	.5647	2BR
17	3	12 Adam Street	1010.0	.5647	2BR
17	4	12 Adam Street	1010.0	.5647	2BR
17	5	12 Adam Street	1005.0	.5647	2BR
17	6	12 Adam Street	1010.0	.5647	2BR
17	7	12 Adam Street	1010.0	.5647	2BR
17	8	12 Adam Street	1190.0	.6095	2BR
18	1	7 Nancy Road	614.0	.4236	1BR
18	2	7 Nancy Road	614.0	.4236	1BR
18	3	7 Nancy Road	614.0	.4236	1BR
18	4	7 Nancy Road	1010.0	.5647	2BR
18	5	7 Nancy Road	1010.0	.5647	2BR
18	6	7 Nancy Road	1010.0	.5647	2BR
18	7	7 Nancy Road	1010.0	.5647	2BR
18	8	7 Nancy Road	1010.0	.5647	2BR
18	9	7 Nancy Road	1010.0	.5647	2BR
18	10	7 Nancy Road	1010.0	.5647	2BR
18	11	7 Nancy Road	614.0	.4236	1BR
18	12	7 Nancy Road	614.0	.4236	1BR
19	1	11 Nancy Road	614.0	.4236	1BR
19	2	11 Nancy Road	614.0	.4236	1BR
19	3	11 Nancy Road	1010.0	.5647	2BR
19	4	11 Nancy Road	1005.0	.5647	2BR

19	5	11 Nancy Road	1010.0	.5647	2BR
19	6	11 Nancy Road	1010.0	.5647	2BR
19	7	11 Nancy Road	1010.0	.5647	2BR
19	8	11 Nancy Road	1010.0	.5647	2BR
19	9	11 Nancy Road	1010.0	.5647	2BR
20	1	10 Janet Road	614.0	.4236	1BR
20	2	10 Janet Road	614.0	.4236	1BR
20	3	10 Janet Road	614.0	.4236	1BR
20	4	10 Janet Road	1010.0	.5647	2BR
20	5	10 Janet Road	1010.0	.5647	2BR
20	6	10 Janet Road	1010.0	.5647	2BR
20	7	10 Janet Road	1010.0	.5647	2BR
20	8	10 Janet Road	1010.0	.5647	2BR
20	9	10 Janet Road	1010.0	.5647	2BR
20	10	10 Janet Road	1005.0	.5647	2BR
20	11	10 Janet Road	1010.0	.5647	2BR
20	12	10 Janet Road	1010.0	.5647	2BR
20	13	10 Janet Road	1005.0	.5647	2BR
21	1	6 Janet Road	614.0	.4236	1BR
21	2	6 Janet Road	614.0	.4236	1BR
21	3	6 Janet Road	1010.0	.5647	2BR
21	4	6 Janet Road	1010.0	.5647	2BR
21	5	6 Janet Road	1010.0	.5647	2BR
21	6	6 Janet Road	1005.0	.5647	2BR
21	7	6 Janet Road	1010.0	.5647	2BR
21	8	6 Janet Road	1010.0	.5647	2BR
21	9	6 Janet Road	1010.0	.5647	2BR
21	10	6 Janet Road	1010.0	.5647	2BR
21	11	6 Janet Road	1010.0	.5647	2BR
21	12	6 Janet Road	1010.0	.5647	2BR
22	1	14 Nancy Road	614.0	.4236	1BR
22	2	14 Nancy Road	614.0	.4236	1BR
22	3	14 Nancy Road	614.0	.4236	1BR
22	4	14 Nancy Road	1010.0	.5647	2BR
22	5	14 Nancy Road	1005.0	.5647	2BR
22	6	14 Nancy Road	1010.0	.5647	2BR
22	7	14 Nancy Road	1010.0	.5647	2BR
22	8	14 Nancy Road	1010.0	.5647	2BR
22	9	14 Nancy Road	1010.0	.5647	2BR
22	10	14 Nancy Road	1010.0	.5647	2BR
23	1	8 Nancy Road	614.0	.4236	1BR
23	2	8 Nancy Road	614.0	.4236	1BR
23	3	8 Nancy Road	1010.0	.5647	2BR
23	4	8 Nancy Road	1005.0	.5647	2BR

23	5	8 Nancy Road	1010.0	.5647	2BR
23	6	8 Nancy Road	1010.0	.5647	2BR
23	7	8 Nancy Road	1010.0	.5647	2BR
23	8	8 Nancy Road	1010.0	.5647	2BR
23	9	8 Nancy Road	1005.0	.5647	2BR
24	1	4 Nancy Road	614.0	.4236	1BR
24	2	4 Nancy Road	614.0	.4236	1BR
24	3	4 Nancy Road	614.0	.4236	1BR
24	4	4 Nancy Road	1010.0	.5647	2BR
24	5	4 Nancy Road	1005.0	.5647	2BR
24	6	4 Nancy Road	1010.0	.5647	2BR
24	7	4 Nancy Road	1010.0	.5647	2BR
24	8	4 Nancy Road	1010.0	.5647	2BR
24	9	4 Nancy Road	1010.0	.5647	2BR
24	10	4 Nancy Road	1005.0	.5647	2BR
25	1	6 Adam Street	616.0	.4236	1BR
25	2	6 Adam Street	616.0	.4236	1BR
25	3	6 Adam Street	614.0	.4236	1BR
25	4	6 Adam Street	1010.0	.5647	2BR
25	5	6 Adam Street	1005.0	.5647	2BR
25	6	6 Adam Street	1010.0	.5647	2BR
25	7	6 Adam Street	1010.0	.5647	2BR
25	8	6 Adam Street	1010.0	.5647	2BR
25	9	6 Adam Street	1010.0	.5647	2BR
25	10	6 Adam Street	1010.0	.5647	2BR

Key:

BR = Bedroom
 LR = Living Room
 K = Kitchen

B = Bathroom
 DR = Dining Room

*Subject to reduction, if, as and when future phases are added to the Condominium.

**1BR = 1BR, 1B, LR, K 2BR = 2BR, 2B, LR, DR, K

EASTON CROSSING CONDOMINIUM

SCHEDULE D

SATELLITE AND ANTENNA RESTRICTIONS

1. Definitions.

(a) Reception Antenna means an antenna, satellite dish, or other structure used to receive video programming services intended for reception in the viewing area. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, and television broadcast signals. Fixed wireless signal means signal to receive or transmit fixed wireless signals including wireless signals used to provide telephone services or high speed internet access. The mast supporting the Reception Antenna and/or fixed wireless signals, cabling, supports, guy wires, conduits, wiring, fasteners, bolts or other accessories for the Reception Antenna or similar structure are part of the Reception Antenna and/or fixed wireless signals. A Reception Antenna and/or fixed wireless signals that has limited transmission capability designed for the viewer to select or use video programming is a Reception Antenna and/or fixed wireless signals provided that it meets Federal Communications Commission standards for radio frequency radiation and a Transmission Antenna which is used solely in conjunction with a Reception Antenna and/or fixed wireless signals shall be considered a Reception Antenna and/or fixed wireless signals for purposes of this Resolution. Structures similar to Reception Antennas and/or fixed wireless signals are any structure, device, or equipment that is similar in size, weight, appearance to Reception Antennas and/or fixed wireless signals.

(b) Prohibited Transmission Antenna means any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than a Reception Antenna and/or fixed wireless signals as defined above. Prohibited Transmission Antennas include, without limitation AM/FM radio, amateur ("HAM") radio, citizens Band ("CB") radios and digital audio radio services ("DARS") signals.

2. (a) No resident shall install a Reception Antenna or fixed wireless signals on any portion of the common areas and facilities unless the area is a limited common element or exclusive use area appurtenant to the unit where the resident resides.

(b) A Reception Antenna or fixed wireless signals which encroaches on the air space of another owner's unit or limited common area or onto the general common areas does not comply with this rule. No Antennas, dishes or signal may be placed or affixed in any manner on any general common areas including without limitation, roofs and exterior siding of buildings.

3. If a Reception Antenna or fixed wireless signals is installed in a limited common area or exclusive use area appurtenant to the unit where the resident resides, such installation shall be subject to the following:

(a) Reception Antennas shall be no larger than necessary for reception of an acceptable quality signal; provided that under no circumstances shall Reception Antennas and/or fixed wireless signals for direct broadcast satellite services be larger than one meter in diameter.

(b) Due to safety concerns relating to wind loads and the risk of falling structures, masts, supports, and other structures more than six feet in height must receive the prior written approval of the Board. The owner must submit an application including detailed drawings of the structure and methods of anchorage.

(c) To the extent possible, Reception Antennas and/or fixed wireless signals should be placed in areas that are shielded from view from outside the project or from other units; provided that nothing in this rule shall require a Reception Antenna and/or fixed wireless signals to be placed where it precludes reception of an acceptable quality signal unless no acceptable reception is available in any limited common area or exclusive use area. In no event may Reception Antennas and/or fixed wireless signals be installed on roofs, exterior siding, lawns or other general common areas. The Board may require that connections of wiring must be through the glass of the nearest window or sliding glass door of the unit owner and may not be connected through general common areas.

(d) Reception Antennas and/or fixed wireless signals or similar structures shall not be placed in areas where they block fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, or other areas necessary for the safe operation of the condominium. The purpose of this rule is to permit evacuation of the residents and to provide clear access for emergency personnel.

(e) Reception Antennas and/or fixed wireless signals or similar structures shall not be placed within two feet of electric power lines and in no event shall they be placed within an area where it can be reached by the play in the electric power lines. The purpose of this rule is to prevent injury or damage resulting from contact with the power lines.

(f) If Reception Antennas and/or fixed wireless signals are allowed to be placed outside the building, the Board may require it to be painted to match, or be compatible with, the color of the building if such painting does not cause an unacceptable quality signal. In addition, the Board may require a resident to install and maintain inexpensive screens or plants to shield the Reception Antenna and/or fixed wireless signals from view.

(g) Any resident installing, maintaining, or using a Reception Antenna and/or fixed wireless signals shall do so in such a way that does not materially damage the

general common elements or the units, void any warranties of the Association or other owners, or impair the watertight integrity of the building.

(h) The residents who own or use a Reception Antenna and/or fixed wireless signals are responsible for all costs associated with their Reception Antenna and/or fixed wireless signals including, but not limited to, costs to: (a) repair, maintain, remove, and replace the Reception Antenna and/or fixed wireless signals; (b) repair damages to the common elements, the unit, other units, and other property caused by the installation, existence, or use of the Reception Antenna and/or fixed wireless signals; (c) pay for medical expenses incurred by persons injured by installation, existence, or use of the Reception Antenna and/or fixed wireless signals; and (d) reimburse residents or the Association for damages caused by the installation, existence, or use of the Reception Antenna and/or fixed wireless signals. To the extent permitted by the FCC Regulations if a contractor is hired to install the antenna, the contractor must provide evidence of insurance of the installer in satisfactory kinds and amounts to the Board prior to the commencement of work, naming the Association and its managing agent as an additional named insured.

(i) Due to safety concerns relating to the falling of structures, all Reception Antennas and/or fixed wireless signals shall be securely attached at their base and shall, if necessary, have guy wires securing the device. Guy wires, fasteners and the like may not be attached to common areas and facilities.

(j) Residents shall not permit their Reception Antenna and/or fixed wireless signals to fall into disrepair or to become a safety hazard.

4. Process and Procedure.

In the event of a violation of these rules, the Board may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. The Association may be entitled to fines, reasonable attorneys' fees and costs and expenses if these rules are found to have been violated and if the unit owner or resident does not correct the violation within twenty-one (21) days of the finding of a violation. In addition, the Board may seek injunctive relief.

5. Transmission Antennas are prohibited except for those defined in Section 1(a).

6. To the extent permitted by the FCC, in order to allow the Association's engineers and/or other professionals to review the method of installation to attempt to ensure the safety of all residents, at least ten (10) days prior to the commencement of any installation, the resident is required to provide a copy of the Notification and Approval Form attached hereto to the Board. If the work is performed by a contractor, the contractor must be licensed and insured.

7. The resident is responsible for the immediate removal of the Reception Antenna and/or fixed wireless signals if it must be removed in order for the Board to repair, paint or maintain the area where it is installed.

8. If any of these provisions are ruled to be invalid, the remainder of these rules shall remain in full force and effect. In addition, if any of the provisions contained in this resolution are ruled to create unreasonable costs, unreasonable delay or prevention or an acceptable quality signal by a resident or unit owner in violation of the FCC Orders and Rules, then such provisions shall be void but the remainder of these rules shall remain in full force and effect.

9. This Restriction may be amended from time to time by the Trustees, without the consent of any unit owner or mortgagee as deemed necessary.

general common elements or the units, void any warranties of the Association or other owners, or impair the watertight integrity of the building.

(h) The residents who own or use a Reception Antenna and/or fixed wireless signals are responsible for all costs associated with their Reception Antenna and/or fixed wireless signals including, but not limited to, costs to: (a) repair, maintain, remove, and replace the Reception Antenna and/or fixed wireless signals; (b) repair damages to the common elements, the unit, other units, and other property caused by the installation, existence, or use of the Reception Antenna and/or fixed wireless signals; (c) pay for medical expenses incurred by persons injured by installation, existence, or use of the Reception Antenna and/or fixed wireless signals; and (d) reimburse residents or the Association for damages caused by the installation, existence, or use of the Reception Antenna and/or fixed wireless signals. To the extent permitted by the FCC Regulations if a contractor is hired to install the antenna, the contractor must provide evidence of insurance of the installer in satisfactory kinds and amounts to the Board prior to the commencement of work, naming the Association and its managing agent as an additional named insured.

(i) Due to safety concerns relating to the falling of structures, all Reception Antennas and/or fixed wireless signals shall be securely attached at their base and shall, if necessary, have guy wires securing the device. Guy wires, fasteners and the like may not be attached to common areas and facilities.

(j) Residents shall not permit their Reception Antenna and/or fixed wireless signals to fall into disrepair or to become a safety hazard.

4. Process and Procedure.

In the event of a violation of these rules, the Board may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. The Association may be entitled to fines, reasonable attorneys' fees and costs and expenses if these rules are found to have been violated and if the unit owner or resident does not correct the violation within twenty-one (21) days of the finding of a violation. In addition, the Board may seek injunctive relief.

5. Transmission Antennas are prohibited except for those defined in Section 1(a).

6. To the extent permitted by the FCC, in order to allow the Association's engineers and/or other professionals to review the method of installation to attempt to ensure the safety of all residents, at least ten (10) days prior to the commencement of any installation, the resident is required to provide a copy of the Notification and Approval Form attached hereto to the Board. If the work is performed by a contractor, the contractor must be licensed and insured.

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7. The resident is responsible for the immediate removal of the Reception Antenna and/or fixed wireless signals if it must be removed in order for the Board to repair, paint or maintain the area where it is installed.

8. If any of these provisions are ruled to be invalid, the remainder of these rules shall remain in full force and effect. In addition, if any of the provisions contained in this resolution are ruled to create unreasonable costs, unreasonable delay or prevention or an acceptable quality signal by a resident or unit owner in violation of the FCC Orders and Rules, then such provisions shall be void but the remainder of these rules shall remain in full force and effect.

9. This Restriction may be amended from time to time by the Trustees, without the consent of any unit owner or mortgagee as deemed necessary.

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EASTON CROSSING CONDOMINIUM

SCHEDULE D-1

NOTIFICATION AND APPROVAL FORM
FOR THE INSTALLATION OF DBS SATELLITE DISH,
MMDS ANTENNA, TV ANTENNA OR FIXED WIRELESS SIGNALS

NOTE: This form is required to be completed and returned ten (10) days prior to the installation of an antenna in order for the Trustees to review the proposed installation method to attempt to ensure the safety of all residents and unit owners.

TO: Easton Crossing Condominium Trust
942 Beacon Street
Newton Centre, Massachusetts 02459

FROM: Owner's Name: _____
Mailing Address: _____
Phone (home): _____
Phone (work): _____
Unit Address: _____

Type of proposed satellite dish or antenna (check any that apply)

- DBS satellite dish 1 meter or smaller (e.g., Primestar, Dish network, Direct TV)
- MMDS antenna (wireless cable) 1 meter or smaller (e.g. WANTV)
- Television antenna
- Fixed Wireless Signals

Installation will include a mast: no yes

If yes, insert total length or height of mast: _____ feet.
(Note: mast may not exceed 6 feet.)

Installation will be done by: resident licensed contractor

If by a licensed contractor, please fill in the information below:

Name: _____
Address: _____
Tel. No.: _____
Insurance Agent: _____

A copy of the contractor's license and certificate of insurance naming the Easton Crossing Condominium Trust and its managing agent as an additional named insured is attached hereto and made a part hereof.

Describe on a separate/attached sheet of paper the location of the dish or antenna and attach a diagram or drawing of the location of the antenna.

Will the installation and the location of the dish, fixed wireless signals or antenna comply with the Association's regulations?

___ yes ___ no

If no, state in detail the reason for noncompliance on a separate sheet of paper.

I acknowledge that I have read, understand and have complied and will comply at all times with the Association's Restrictions with respect to the installation, operation and maintenance of dishes, fixed wireless signals and antennas.

Unit Number: _____

Print Name(s): _____

Signature(s): _____

Date: _____

EASTON CROSSING CONDOMINIUM
DECLARATION OF TRUST

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EASTON CROSSING CONDOMINIUM

DECLARATION OF TRUST

THIS DECLARATION OF TRUST is made on the date set forth below, by Easton Crossing, LLC, a Massachusetts limited liability company, with a principal place of business located at 942 Beacon Street, Newton Centre, Massachusetts 02459 (hereinafter, the "Trustee" or "Trustees," which term shall be deemed to include its successors hereunder).

ARTICLE I

Name Of Trust

The Trust hereby created shall be known as the EASTON CROSSING CONDOMINIUM TRUST (the "Trust"), and under that name, so far as legal, convenient and practicable, all activities shall be carried on by the Trustee and all documents shall be executed by the Trustee.

ARTICLE II

The Trust And Its Purpose

Section 2.1. Unit Owners Organization. All of the rights and powers in and with respect to the common areas and facilities (the "Common Areas and Facilities" or "Common Elements") of the EASTON CROSSING CONDOMINIUM, a condominium located in the Town of Easton, Bristol County, Massachusetts (the "Condominium") established by a Master Deed (the "Master Deed") of even date herewith and recorded herewith in the Bristol County Northern District Registry of Deeds, which are, under the provisions of Massachusetts General Laws, Chapter 183A, as amended ("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 or held by the Trustee (the "Trust Property") hereunder shall vest in the Trustees as it or they may from time to time be, in trust, to exercise, manage, administer and dispose of the same and to receive the income thereof (a) for the benefit of the owners of record from time to time (the "Unit Owners") of the units (the "Units") of the Condominium according to the allocation of undivided interest in the Common Areas and Facilities (the "Beneficial Interest") set forth in the Master Deed of the Condominium, and (b) in accordance with the provision of

Chapter 183A. This Trust is the organization of Unit Owners established pursuant to the provisions of Section 10 of Chapter 183A for the purposes therein and herein set forth.

Section 2.2. Entity Created. It is hereby expressly declared that a trust and not a partnership has been created, and that the Unit Owners are cestuis que trustent and not partners or associates nor in any other relation whatsoever between themselves and with respect to the Common Elements and/or Trust Property other than as Unit Owners of the Condominium, and hold no relation to the Trustee other than of cestuis que trustent, with only such rights as are conferred upon them as such cestuis que trustent hereunder and under the provisions of Chapter 183A.

ARTICLE III

The Trustee(s)

Section 3.1. Number Of Trustees. Until the "Transition Date" described in Section 3.4 below, the Trustee or Trustees shall be appointed by the Declarant and its successors and assigns as described in said Section 3.4. After the Transition Date, there shall be a Board of Trustees (the "Board" or the "Trustees") consisting of five (5) persons who shall be elected as hereinafter provided. Such persons shall be Unit Owners or spouses of Unit Owners. In such case as a title to a Unit is held by a fiduciary, such natural person may be the fiduciary, or in the case of a Unit owned by a corporation, such natural person may be an officer or director of such corporation.

Section 3.2. Terms Of Trustees. After the Transition Date, the term of each Trustee shall be for a period of three (3) years from the annual meeting of Unit Owners at which such Trustee is elected. Such terms shall be on a staggered basis so that in each year one or two Trustees' terms will expire. To that end, at the initial election after the Transition Date, one Trustee shall be elected for a term of one year, two for two years, and two for three years. A Trustee whose term has expired shall continue in office until a successor is elected or appointed as hereinafter provided.

Section 3.3. Vacancies, Election, Appointment And Acceptance Of Trustees. After the Transition Date, if and when the number of Trustees shall become less than five (5) due to death, disability, removal or resignation, a vacancy shall be deemed to exist, whereupon

fifty-one (51%) percent of the unit owners may elect a replacement to fill the term by certificates in writing. In such event as the Unit Owners should fail to elect a successor Trustee within said thirty (30) day period, then the Trustees then remaining may appoint a natural person, as aforesaid, to fill such vacancy. In the event that the Trustees fail to so appoint a successor Trustee within thirty (30) days from the date they are entitled to appoint a successor to fill the vacancy, or if there is no remaining Trustee, then such vacancy, or vacancies, shall, upon the petition therefor of any Unit Owner, with notice to all other Unit Owners, be filled by the appointment, or appointments, of a court of competent jurisdiction. The election or appointment of Trustees shall become effective upon such election or appointment. An instrument certifying such election or appointment shall be recorded with the Bristol County Northern District Registry of Deeds, ("Registry of Deeds") acknowledged and subscribed to by a majority of the then Trustees, (1) referencing this Declaration of Trust; (2) reciting the existence; (3) the election or appointment of the successor Trustee; and (4) containing an acceptance of such election or appointment by the successor Trustee. Except as provided in Article VII hereof, the failure or delay in recording said instrument shall not effect the validity of such Trustee's election.

Section 3.4. Trustee During Initial Period Of Condominium; Transition Provisions.

Notwithstanding the foregoing, during the period from the establishment of the Condominium - that is, the recording of the Master Deed and this Declaration of Trust - until the conveyance by the Declarant, its successors or assigns, of seventy-five percent (75%) of the Units which may be included in the Condominium to third-party purchasers or seven (7) years from the conveyance of the first Unit, whichever should occur later, there shall be one (1) Trustee appointed by the Declarant, its successors or assigns. As described above, the original Trustee appointed by the Declarant is EASTON CROSSING, LLC. The Declarant, at its option, may expand the initial Board of Trustees from one member to two or more members, all of which shall be designated by the Declarant, its successors or assigns. Upon any vacancy existing in such Trustee or Trustees, its or their successor(s) shall be appointed solely by the Declarant, its successors or assigns. Within

one hundred twenty (120) days after the occurrence of either of the events delineated above (the "Transition Date"), a special meeting of the Unit Owners shall be held for the purpose of electing five (5) Trustees who shall serve as described above. Such Trustees shall be elected by the vote, in person or by proxy, of the Unit Owners as provided in Section 3.3 above. The Declarant may, at its sole option, choose to accelerate the Transition Date to a date which is earlier than that determined as set forth above.

Section 3.5. Trustee Action. In any matter relating to the administration of the Condominium and the exercise of the powers herein conferred, the Trustee(s) may act by majority vote of their number at any duly called meeting at which a quorum is present as hereinafter provided. The Trustees may also act without a meeting by instrument or instruments executed by all of their number.

A. Power To Act When Vacancy Exists. Notwithstanding anything contained herein to the contrary, despite any vacancy in the office of Trustee, however caused and for whatever duration, the then remaining or surviving Trustees, or Trustee, shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

Section 3.6. Trustee Meetings; Quorum. Until the Transition Date, regular Trustee meetings shall not be necessary, but may be called by any Trustee upon seven (7) days' written notice to any and all other Trustee(s). After the Transition Date, the Trustees shall meet annually on the date of the annual meeting of the Unit Owners, immediately following such, and at such meeting may elect from their number a Chairman, Treasurer and a Clerk, and any other officers they deem expedient. The Trustees shall thereafter meet at such regular interval, time and place as determined, and specially upon the request of any two Trustees; provided, however, that written notice of each such special meeting setting the place, day, hour and purpose thereof shall be given at least two (2) days before such meeting to each Trustee, unless such notice is waived by all Trustees. A majority of the number of Trustees then in office shall constitute a quorum at all meetings, and such meetings shall be conducted in accordance with such rules as the Trustees may adopt.

A. Minutes. Accurate minutes of all Trustee meetings shall be taken by a person designated by the Trustees and shall be maintained by the Trustees as part of the records of the Trust.

Section 3.7. Officers; Committees. After the Transition Date, there shall be from among the Trustees, in addition to such other officers as they may elect from their number, the following officers who shall have the following listed duties:

A. Chairman. The Chairman shall be the chief executive officer of the Trust. He or she shall preside at all meetings of the Unit Owners and of the Trustees. If the Chairman is unable to act at any time, the remaining Trustees shall appoint some other of their number to act in the place of the Chairman on an interim basis.

B. Treasurer. The Treasurer shall have the responsibility for overseeing Trust's funds and securities and shall be responsible for maintaining full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He or she shall be responsible for the deposit of all monies and other valuable effects in the name of the Trust in such depositories as may from time to time be designated by the Trustees.

C. Clerk. The Clerk shall maintain the minutes of all meetings of the Unit Owners and of the Trustees; he or she shall have charge of such books and papers of the Trust; and he or she shall, in general, perform all the duties incident to the office of clerk or secretary of a business corporation organized under Massachusetts law.

There shall, additionally, be such committees with such duties and responsibilities as designated by the Trustees.

Section 3.8. Resignation; Removal. Any Trustee may resign at any time by an instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgement of deeds and delivered to the remaining Trustees. Such resignation shall take effect upon the recording of such instrument with the Registry of Deeds, unless specified to be effective at some other time in said instrument. The remaining Trustees, or Trustee, shall forthwith cause said instrument to be duly recorded with the said Registry

of Deeds. Upon a failure thereof, or the absence of other Trustees, the resigning Trustee may so record said instrument and shall notify the Unit Owners thereof.

Any Trustee appointed by the Declarant may be removed by the Declarant. After the Transition Date, any Trustee may, with or without cause, be removed by a vote of fifty-one percent (51%) of the Unit Owners at a special meeting duly called therefor and after being afforded the opportunity to be heard. The vacancy so resulting shall be filled in the manner provided in Section 3.3 hereof. Any removal shall become effective upon the recording of a certificate thereof with the Registry of Deeds executed by one or more of the then remaining Trustees in office or, upon a failure thereof, by the Declarant (if prior to the Transition Date), or by any five of the Unit Owners voting to remove such Trustee (if after the Transition Date). In no case may the original Trustee or successor Trustees appointed by the Declarant, its successors or assigns, be removed except by the Declarant, its successors or assigns.

Section 3.9. Bond Or Surety. No Trustee elected or appointed as hereinbefore provided, whether as original Trustee or as successor to or as substitute for another, shall be obliged to give any bond or surety or other security for the performance of any of his duties hereunder; provided, however, that the Unit Owners by a vote of fifty-one percent (51%) may at any time require that any one or more of the Trustees, except a Declarant or Court-appointed Trustee, shall give bond in such amount and with such sureties as shall be specified in such vote. All expenses incident to any such bond shall be charged as a Common Expense of the Condominium. The foregoing shall not effect any fidelity coverages hereinafter required under the insurance provisions of this Trust.

Section 3.10. Compensation Of Trustees, Officers And Committee Members. No Trustee, Officer or Committee Member shall receive remuneration (which term shall not be deemed to include reimbursement for expenses incurred by such person in connection with his duties, which reimbursement shall be permitted and charged as a Common Expense) for his services unless so provided for by a vote of fifty-one percent (51%) of the Unit Owners and any remuneration so provided shall be from time to time fixed by said Unit Owners, and shall be a Common Expense of the Condominium. With the approval of

a majority of the Trustees, any Trustee, Officer, or Committee Member may receive reasonable remuneration for extraordinary or unusual services, professional or otherwise, rendered by him to the Trust, all as shall be from time to time fixed and determined by said Trustees, and such remuneration shall be a Common Expense of the Condominium. No compensation to Trustees may be voted by the Trustees or the Unit Owners with respect to the period while the Declarant, its successors or assigns, has the right to designate Trustees as provided in Section 3.4.

Section 3.11. No Personal Liability. No Trustee, Officer, or Committee Member shall under any circumstances or in any event be held liable or accountable out of his personal assets or be deprived of compensation, if any, by reason of any action taken, suffered or omitted in good faith, or for allowing one or more of the other Trustees, Officers, or Committee Members 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 anything except if he is adjudicated by a Court of competent jurisdiction to have acted with his own personal and willful malfeasance and defaults, and/or such other conduct as would exempt him from indemnification as provided in Section 3.13 hereof.

Section 3.12. Trustees, Officers And Unit Owners May Deal With The Condominium. No Trustee nor Unit Owner, shall be disqualified by his office, or status, from contracting or dealing, directly or indirectly, with the Trustees or with one or more Unit Owners as vendor, purchaser or otherwise because of his, the Trustees', Officers', or any Unit Owner's interest in any corporation, firm, trust, partnership or other organization connected with such contracting or dealing, nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which any Trustee, Officer, or Unit Owner, shall in any way be interested be avoided nor shall any Trustee, Officer, or Unit Owner, so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contact or arrangement by reason of such Trustee's or Officer's holding office or of the fiduciary relation hereby established, or by reason of such Unit Owner's status, provided the Trustee, Officer or Unit Owner shall act in good faith

and shall disclose the nature of his interest before the dealing, contract or arrangement is entered into.

Section 3.13. Indemnification. The Trust shall, to the extent legally permissible, defend and indemnify each of its Trustees, Officers and Committee Members against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he may be involved or with which he may be threatened, while in office, or thereafter, by reason of his being or having been such a Trustee, Officer or Committee Member, except with respect to any matter as to which he shall have been adjudicated in any proceeding to have acted in bad faith or with willful misconduct or reckless disregard of his duties or not to have acted in good faith in the reasonable belief that his action was in the best interests of the Condominium. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any Trustee, Officer or Committee Member may be entitled herein or by contract or otherwise under applicable law. As used in this Section, the terms "Trustee", "Officer" and "Committee Member" includes his respective heirs, executors and administrators. Nothing in this Section shall, however, be deemed to limit in any respect the powers granted to the Trustees and Officers in this instrument.

ARTICLE IV

Beneficiaries And The Beneficial Interest In The Trust

Section 4.1. Beneficiaries And The Beneficial Interest. The cestuis que trustent or beneficiaries shall be the Unit Owners of the Condominium as they may be from time to time. The Beneficial Interest in the Trust hereunder shall be divided among the Unit Owners in the same percentages as the Undivided Interest in the Common Areas and Facilities as specified in the Master Deed (sometimes hereinbefore and hereinafter referred to as the "Beneficial Interest").

Section 4.2. Beneficial Interest Held By One Person. The Beneficial Interest appertaining to each Unit shall not be divided among several Owners of any Unit. To that end,

whenever any of the Units is owned of record by more than one person, the several owners of such Unit shall (a) determine and designate which one of such Owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder, and (b) notify the Trustees of such designation by a notice in writing signed and acknowledged by all of the Owners of such Unit. Any such designation shall take effect upon receipt thereof by the Trustees 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 such Owner for these purposes. For Units to which title is held by a fiduciary, the fiduciary shall be the designated individual. For Units to which title is held by a corporation, a duly authorized employee of such corporation shall be the designee.

Section 4.3. Meetings Of Unit Owners. Meetings of the Unit Owners shall be held as hereafter provided:

A. Annual Meeting. There shall be an annual meeting of Unit Owners on the third Thursday of May at 7:00 P.M. at the Condominium or at such other reasonable place and time as may be designated by the Trustees (the "Annual Meeting"). If that day is a legal holiday, the meeting shall be held on the next succeeding day. The Trustees shall give written notice thereof to the Unit Owners at least fourteen (14) days prior to said date, which notice shall include an agenda and a full description of all matters to be voted upon, if any. At the Annual Meeting the Trustees shall submit reports of the management and finances of the Condominium, conduct elections as are necessary, and conduct such other business as is proper.

B. Special Meetings. Special meetings (including a meeting in lieu of a passed annual meeting) of the Unit Owners may be called at any time by the Trustees and shall be called by them upon the written request of Unit Owners holding at least fifty-one percent (51%) of the Beneficial Interest ("Special Meeting"). A request for such a Special Meeting from the Unit Owners shall be accompanied by a delineation of the items the requestors wish to have considered

at said meeting, including the text of any proposed amendment to the Condominium's documents. Written notice of any Special Meeting designating the place, day and hour thereof, together with a full description of the matter(s) to be considered and/or voted upon, shall be given by the Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated.

C. Text Of Proposed Amendment. At any meeting of the Unit Owners at which a proposed amendment to the Condominium's documents is to be considered, the notice of such meeting shall include the full text of such proposed amendment.

D. Voting. Each Unit shall have one vote, which vote shall be weighted in relation to the votes of other Units in accordance with said Unit's percentage interest in the common areas and facilities of the Condominium, as established in the Master Deed, as amended from time to time. Unless otherwise specifically provided, the vote of a majority of the beneficial interests of Unit Owners (weighted as described above) present in person or by proxy at a duly convened meeting of the Unit Owners at which a quorum is present ("Majority Vote"), shall be binding as to those matters within the purview of the Unit Owners.

E. Quorum. A quorum for the conduct of business at meetings of the Unit Owners shall equal representation of fifty-one percent (51%) of the beneficial interests of the Units.

F. Proxies. A Unit Owner may grant to any natural person, upon a form specified by the Trustees, his proxy to vote and/or attend meetings of the Unit Owners. This right to grant proxies shall in no manner vitiate the provision contained in Section 4.2 where a Unit is owned of record by more than one person.

G. Minutes. Accurate minutes of all Unit Owner meetings shall be taken by a person designated by the Trustees and shall be maintained by the Clerk as part of the records of the Trust.

ARTICLE V

By Laws

The provisions of this Article V shall constitute the By-Laws (the "By-Laws") of this Trust and the organization of Unit Owners established hereby and shall be applicable to the Property of the Condominium, the Trust Property and to the use and occupancy thereof. The term "Property" as used herein shall include the Land, Building(s) and all other improvements thereon including the Units and Common Areas and Facilities, owned in fee simple absolute, or otherwise, 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. The term "Trust Property" shall refer to all property to which title is held by the Trust. The provisions of these By-Laws shall automatically become applicable to real property which may be added to the Condominium upon the recording of an amendment to the Master Deed submitting such additional real property to the provisions of Chapter 183A.

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 Condominium and/or the Property and/or the Trust Property in any manner, are subject to these By-Laws, this Declaration of Trust, the Master Deed, the Rules and Regulations promulgated hereunder, and all covenants, agreements, restrictions, conditions, easements and declarations of record (the "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 these By-Laws, this Declaration of Trust, the provisions of the Master Deed and the Rules and Regulations, as they may be amended from time to time, and the Title Conditions are accepted, ratified and will be complied with.

Section 5.1. Powers And Duties Of Trustee(s). The Trustee(s) shall, subject to all provisions of applicable laws, the Master Deed and this Declaration, including these By-Laws, have the absolute control and management and disposition of the Property (excluding the Units) and the absolute control, management and disposition of Trust

Property as if they were the absolute owners thereof and shall have all of the powers necessary for the administration of the affairs of the Condominium and may do all such acts and things in connection therewith. The powers and duties of the Trustee(s) shall include, but shall not be limited to, the following, all of which shall be exercised subject to the provisions hereof:

- A. Operating, caring for, keeping up, leasing, managing and maintaining the Common Areas and Facilities of the Condominium or any part thereof.
- B. Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by them as a result of enforcement of the lien for Common Expenses, action under Chapter 183A, Section 17 and 18, or otherwise.
- C. Conducting litigation on behalf of the Unit Owners and being subject to suit as to any course of action involving the Common Areas and Facilities or arising out of the enforcement of these By-Laws, any and all Rules and Regulations promulgated hereunder, or restrictions in the Master Deed or Unit Deeds.
- D. Determining and budgeting of the Common Expenses required for the affairs of the Condominium and this Trust, including, without limitation, the operation and maintenance of the Property.
- E. Collecting the Common Charges (which for the purposes of these By-Laws shall mean such portion of the Common Expenses as are payable by the respective Unit Owners) from Unit Owners.
- F. Employing and dismissing personnel necessary for the maintenance and operation of the Common Areas and Facilities.
- G. Opening and utilizing bank accounts on behalf of the Trust and designating the signatories required therefor.
- H. Obtaining of insurance.
- I. Making repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property.
- J. Incurring obligations and paying, compromising or adjusting all obligations incurred and rights acquired in the administration of the Trust.

K. Adopting and amending rules and regulations covering the details of the operation and use of the Common Areas and Facilities, the administration of the Condominium as contemplated by the Master Deed and this Trust, and in interpretation thereof.

L. Obtaining advice of counsel and relying thereof, and employing, appointing and removing such other persons, agents, managers, officers, brokers, engineers, architects, employees, servants and assistants as they shall deem advisable, and defining their respective duties and fixing their pay and compensation.

M. Granting of permits, licenses and/or easements and/or leases over, under, through and/or to the Common Areas for utilities, roads and/or all other purposes reasonably necessary and/or beneficial, useful for and/or to the proper maintenance and/or operation of the Condominium and/or the convenience of the Unit Owners, and modifying the terms and provisions of any easements, permits and/or licenses beneficial to the Common Areas and/or the Condominium.

N. Altering the layout, location, nature and/or use of any of the Common Elements, making installations therein, and moving and removing the same, subject, however, to a Unit Owner's rights to use any appurtenance to this Unit as specified in the Master Deed.

O. Enforcing obligations of the Unit Owners, including, but not limited to, the levying of general and special assessments for Common Expenses and the providing of adequate remedies for failure to pay such assessments, levying reasonable fines, attorney's fees, fines, costs and expenses against the Unit Owners for violations by the Unit Owners, or persons for whom a Unit Owner is responsible, of the Rules and Regulations or of the provisions of the Trust or the Master Deed, and in the case of persistent violations of the Rules and Regulations or of this Trust or the Master Deed by a Unit Owner, or persons for whom a Unit Owner is responsible, requiring such Unit Owner to post a bond to secure adherence thereto.

P. Investing and reinvesting the funds of the Condominium, or any part or parts thereof, and from time to time and as often as they shall see fit to change investments, including power to invest in all types of securities, and other property, of whatsoever nature and however denominated, all to such extent as to them shall seem proper, and without liability for loss, even though such property or such investment shall be of a character or in an amount not customarily considered proper for the investment of trust funds, or which does or may not produce income.

Q. Selling and exchanging Trust Property or any interest therein for such consideration and upon such terms as they deem advisable.

R. Purchasing and otherwise acquiring any real or personal property.

S. Borrowing money and mortgaging or pledging all or any part of the Trust Property, and/or the Condominium's Funds, and issuing bonds, notes or other evidence of indebtedness.

T. Providing for payment by the Trust of real estate taxes becoming due and payable after the date of recording of the Master Deed which are assessed upon all of the Land and/or improvements included within the Condominium, instead of upon individual Units and their proportionate interests in the Common Areas and Facilities, and levying an equitable assessment of said tax payments among the individual Unit Owners.

U. Incurring such liabilities, obligations and expenses, and paying from the principal or the income of the Condominium's funds all such sums, as they shall deem necessary or proper, for the furtherance of the purposes of the Trust.

V. Determining as to all sums of money and other things of value received by them, whether and to what extent the same shall be deemed to be and shall be accounted for as principal or as income, interest, late charges, attorney's fees, fines, costs and/or expenses, and as to all charges or expenses paid by them, whether and to what extent the same shall be charged against principal or against interest, late charges, attorney's fees, fines, costs and/or expenses, including, without hereby limiting the generality of the foregoing power, to apportion any receipt or expense

between principal income, interest, late charges, attorney's fees, fines, costs and/or expenses, and the power to determine what portion, if any, of the actual income received upon any asset purchased or acquired at a premium or any wasting investment shall be added to principal to prevent a diminution thereof upon the maturity or exhaustion of such asset or investment.

W. Entering into and having such access to Units and Common Areas reserved to Units in the Condominium as shall be reasonably necessary to the performance and exercise of the duties, obligations, rights and powers of the Trustee(s) hereunder.

X. Executing any and all instruments incidental or necessary to carry out any of the foregoing powers.

Y. Generally, in all matters not herein otherwise specified, controlling, managing and disposing of the Trust Property and controlling and managing the Property (excluding the Units) as if the Trustee(s) were the absolute owners thereof and doing any and all acts, including the execution of any instruments, which by their performance thereof shall be shown to be in their judgment for the best interest of the Condominium and its Unit Owners.

Section 5.2. Maintenance And Repair Of Units; Trustee Access To Units. Except as hereinafter provided, the Unit Owners shall be responsible for the proper maintenance, replacement and repair of their respective Units and the Limited Common Elements, except as otherwise provided in the Trust or Master Deed and such obligations shall include, but not be limited to compliance with the obligations set forth in Exhibit B attached hereto and made a part hereof. Except to the extent covered by the Trust's insurance, each Unit Owner shall be responsible for any and all damage to any and all other Units and/or the Common Areas and Facilities caused by his failure to satisfy this maintenance obligation, including all costs, charges, attorney's fees, fines and expenses incurred by the Trust. If the Trustee(s) shall at any time in their reasonable judgment determine that a Unit, or any part thereof, or Limited Common Element, is in such need of maintenance or repair that the market value of one or more other Units is being adversely

affected, or that the condition of a Unit, any part thereof, or limited common element, or any fixtures, furnishings, facilities or equipment therein, is hazardous to any Unit or the occupants thereof and/or adversely affects any other Unit and/or the Common Elements and/or the Common Expenses, the Trustee(s) shall in writing request the Unit Owner thereof to perform the needed maintenance, repair, replacement and/or work and/or to correct the relevant condition and/or its cause. In such case as action thereon shall not have been commenced within the time as may be reasonably set by the Trustee(s) and thereafter diligently brought to completion, the Trustee(s) shall be entitled to have such performed for the account of such Unit Owner whose Unit, or Limited Common Elements, is in need thereof and to enter upon and have access to such Unit or Limited Common Elements for these purposes. In the case of an emergency which necessitates immediate action and the Unit Owner is unavailable or fails to take immediate action, the Trustee(s) may proceed thereto without delay. The cost incurred by the Trustee(s), including, but not limited to, attorney's fees and expenses for such as is reasonably necessary therefor shall constitute an obligation of the applicable Unit Owner and shall be considered a Common Expense attributable to such Unit. The Trustee(s) may in their discretion additionally impose a fine upon a Unit Owner who, in the Trustee(s)' judgment, unreasonably fails to comply with a request made by the Trustee(s) hereunder.

Should it be necessary that any part of a Unit, personal property of a Unit Owner, and/or any part of the Common Areas and Facilities to which a Unit Owner has the right of exclusive use, be required to be removed for the purpose performing such work, or for the purpose of the Trustee(s) performing work upon the Common Elements, such Unit Owner shall promptly comply with such request by the Trustee(s). Should such Unit Owner fail to so comply, or in the case of emergency, the Trustee(s) may remove and store such part and/or property for the account of the Unit Owner, the cost of which, including, but not limited to, attorney's fees, fines and expenses shall constitute an obligation of the applicable Unit Owner and shall be considered a Common Expense attributable to such Unit. Such removal and storage shall be reasonable in manner, extent and terms.

Each Unit Owner, subject to the reasonable approval of the Trustees, shall be responsible for arranging for the maintenance, repair and replacement of the Limited Common Areas (those Common Areas to which a Unit Owner has an exclusive right of use), including but not limited to the patios, decks and balconies and the Trustees shall charge the cost thereof to the Unit Owner of such unit as a common expense if the Trust performs the work because the unit owners fail to perform such work and such common expense shall be due upon demand and enforceable in the same manner and to the same extent as other common expenses to that unit. In addition to the foregoing, each unit owner shall be required to maintain appropriate climate control, keep his or her dwelling unit clean, and take necessary measures to retard and prevent mold from accumulating in the dwelling unit. Each unit owner shall be required to clean and dust the dwelling unit on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible and must not block or cover any heating, ventilation or air-conditioning ducts. Unit owners are required to report immediately in writing to the Trustees; (i) any evidence of water leak or water infiltration or excessive moisture in the dwelling unit, common hallways, if any, and any other common areas; (ii) any evidence of mold that cannot be removed with a common household cleaner; (iii) any failure or malfunction in heating, ventilation or air conditioning, and (iv) any inoperable doors or windows and each unit owner shall be responsible for damage to the dwelling unit and personal property as well as any injury to the unit owner and/or occupants of the dwelling unit resulting from the unit owner's failure to comply with these terms. Each unit owner is fully responsible and liable for the entire amount of all cleaning expenses and remediation costs incurred by the Trustees to remove mold from the dwelling unit if the unit owner fails to remediate same and each unit owner shall be responsible for the repair and remediation of all damages to the dwelling unit caused by mold and is responsible for compliance with Exhibit B attached hereto and made a part hereof.

Section 5.3. Maintenance, Replacement And Repair Of Common Areas and Tort Immunity. Except as stated in the Master Deed or in Section 5.2, the Trustee(s) shall be

responsible for arranging for the proper cleaning, replacement, maintenance and repair of the Common Areas and Facilities and such other portions of the Condominium as may be herein specified within the budgetary constraints of the Condominium. The Trustee(s) may approve payment of vouchers for such work, and the expenses of such replacement, maintenance and repair shall be assessed to the Unit Owners as Common Expenses of the Condominium at such times and in such amounts as provided in Section 5.5; provided, however, that such cleaning, replacement, maintenance and/or repair as may be necessitated by the negligence, misuse or neglect of a Unit Owner, his family, servants, agents, employees, invitees, lessees, tenants, licensees, pets, or others upon the Property at the Unit Owner's behest, whether directly or by virtue of a Unit Owner's failure to properly maintain, repair or replace the Unit, components thereof, or Common Elements to which such Unit Owner has exclusive use, including all charges, fines, attorney's fees, costs and expenses, shall be charged to such Unit Owner, constitute an obligation of such Unit Owner and be considered a Common Expense attributable to such Unit, except to the extent such as are covered by the Trust's master casualty policy.

A. Notice Of Person Responsible For Maintenance. The Trustee(s) shall provide every Unit Owner with the name, address, and telephone number of the person, firm or entity responsible for the maintenance of the Common Elements.

B. Tort Immunity. The Trust and Trustees shall not be liable, in any legal action brought by or on behalf of a Unit Owner, resident or visitor, for bodily injury or death occurring to a Unit Owner, resident or visitor on the Trust's Common Areas and Facilities, on limited common areas and facilities of in a Unit unless the Trust or Trustees are adjudicated after final appeal to have acted with gross negligence.

Section 5.4. Right Of Access. The Trustee(s) or any other person authorized by the Trustee(s), shall have a right of access to any Unit, and/or Common Areas to which a Unit has an exclusive right of use, for the purpose of making inspections, or for the purpose of correcting any conditions originating in the Unit and/or said Common Areas, or threatening another Unit or the Common Areas and Facilities, or for any other purpose

reasonably necessary for the proper maintenance or operation of the Condominium, or for any other purpose as herein provided for which access to a Unit and/or said Common Areas is necessary; provided, however, that such entry is made after advanced notice and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, or in such case as a Unit Owner fails to cooperate with the Trustee(s) after notice as aforesaid, such right of entry shall be immediate, and without notice where such is impractical. In furtherance hereof, the Trustees may require that each Unit Owner shall provide to the Trustee(s) duplicate keys to all locks upon every means of access to a Unit.

Section 5.5. Common Expenses, Profits And Funds. The Unit Owners shall be liable for Common Expenses and entitled to common profits of the Condominium in proportion to their respective percentages of the Beneficial Interest. The Trustees may round installments of common expenses to the nearest whole dollar. The Trustee(s) may at any time or times, as they in their sole discretion may determine, distribute common profits and/or surplus accumulations among the Unit Owners in such proportions.

A. Reserve Funds. The Trustee(s) shall establish and maintain as hereinafter provided the following separate and segregated funds to be used for the purposes hereinafter specified:

i. Capital Expense Fund. The Trustee(s) shall set aside from the regular monthly payments of Common Charges an amount to be adequate and appropriate to provide a reserve for the periodic repair and/or replacement of the Common Elements and other capital purposes and may, to the extent consistent with these purposes, use the funds so set aside for the reduction of indebtedness or other lawful capital purpose, or subject to the provisions of these By-Laws and the provisions of Chapter 183A, Section 17 and/or 18, for the repair, replacement, rebuilding, restoration or improvement of the Common Areas and Facilities. Such reserves shall be maintained in a separate and segregated account to be known as the Capital Expense Reserve Account and the funds so set aside shall not be deemed common profits available for distribution; but, rather, shall be considered as

property of the Trust held for the account of the Unit Owners in accordance with their respective Beneficial Interests.

To ensure the adequacy of such Fund, the Trustee(s) may periodically engage an appropriate professional to undertake a capital reserve study, and/or to up-date one previously undertaken, and based thereon establish an appropriate policy to fund such capital expense needs as therein determined.

ii. Working Capital. The Trustee(s) may maintain a working capital reserve in an amount as the Trustee(s) shall in their judgment determine as adequate and appropriate, to provide available funds to meet unforeseen expenditures, to cover cash flow requirements, or to acquire additional equipment or services deemed by the Trustee(s) as necessary or desirable, and may, to the extent consistent with these purposes, use the funds so set aside for operating expenses consistent with the provisions of these By-Laws. Such reserve shall be maintained in a separate and segregated account to be known as the Working Capital Reserve Account and the funds so set aside shall not be deemed common profits available for distribution, but, rather, shall be considered as the property of the Trust. The first purchasers of each unit from the Declarant shall be responsible for the payment of an additional amount equal to two months' common expenses to initially fund the working capital fund. Such amounts shall not be considered an advance on the payment of common expenses but, rather, a separate cost. Subsequent purchasers may be charged a one time fee as well in amounts as determined by the Trustees from time to time.

B. Determination Of Common Expenses And Fixing Of Common Charges. The Trustee(s) shall prepare a budget for the Condominium by establishing the Common Expenses expected to be incurred during the ensuing fiscal year together with a reasonable provision for contingencies and reserves as referred to above, and after taking into account any undistributed common profits from prior years

(reserves excepted), shall determine the assessment to be made for such fiscal year (herein referred to as "Common Expenses"). The Common Expenses shall include, but in no way be limited to, all such amounts as the Trustee(s) may deem proper for the operation and maintenance of the Condominium, including, without limitation, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained pursuant to the provisions of this Declaration, an amount for a capital expense reserve, an amount for a working capital reserve, and an amount to make up for any deficit in the Common Expenses for any prior year. The Common Expenses may also include such amounts as may be required for the purchase or lease by the Trustee(s), on behalf of all Unit Owners, pursuant to the terms of this Declaration of Trust, of any Unit which is to be sold at foreclosure or other judicial sale, or otherwise. The Trustee(s) shall promptly render statements to the Unit Owners for their respective shares of such assessment, according to their percentages of Beneficial Interest, and the amount shown on such statement shall, unless otherwise provided therein, be due and payable within thirty (30) days after the same is rendered. In the event an annual assessment is not made as above required, an assessment shall be presumed to have been made in the amount of the last prior assessment. In the event that the Trustee(s) shall determine at any time during any fiscal year that the assessment so made is less than the Common Expenses actually incurred, or in the reasonable opinion of the Trustee(s), likely to be incurred, or in the event that the Trustee(s) shall determine that it is advisable to establish a larger reserve or other fund for projected capital or other expenditures or otherwise, the Trustee(s) may make one or more temporary fee increase and/or supplemental assessments and render such statements as they may deem necessary therefor in the manner aforesaid, and the amount shown in such statement shall be payable and take effect as aforesaid.

C. Payment And Collection Of Common Expenses. The Trustee(s) shall, so far as reasonably possible, provide for payment of the annual assessment of Common Expenses in advance in monthly substantially equal, installments, which shall be

due upon the first day of each month, or such other periodic payment as the Trustee(s) may determine. The amount of each such statement, together with late charges as may be reasonably imposed by the Trustee(s), reasonable attorneys' fees, fines and interest on the assessment at the rate of one and one-half percent (1 1/2%) per month, if that amount is not paid when due, shall constitute a lien on the Unit of the Unit Owner assessed and the personal obligation of the Unit Owner, all pursuant to provisions of Chapter 183A, Section 6. The Trustee(s) shall take prompt action to collect any Common Expenses due from any Unit Owner which remains unpaid. The Trustee(s) may, also, prohibit the delinquent Unit Owner, or persons occupying his or her Unit, from using any of the amenities of the Condominium, if any, not necessary to the use of the Unit. To the extent a Unit Owner may be persistently delinquent in the timely payment of common expenses due, as the Trustee(s) in their sole discretion may determine, the Trustee(s) may require such Unit Owner to pay the Common Expenses due in one lump sum as opposed to periodically as herein provided for.

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

D. Payment Of Common Expenses Subsequent To Transfer. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to a sale, transfer or other conveyance by him of such Unit. A purchaser of a Unit shall not be personally liable for the payment of Common Expenses assessed and unpaid against such Unit prior to the acquisition by him of such Unit unless such purchaser has agreed to assume such obligation. This provision shall not, however, affect the statutory lien on such Unit for such unpaid Common Expenses. Except as provided in M.G.L. c. 183A, s. 6, a purchaser of a Unit at a foreclosure sale of such Unit by a first mortgagee or any first mortgagee who comes into possession of the Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage or deed (or assignment) in

lieu of foreclosure, shall take the property free of any claims and/or liens for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit.

E. Default In Payment Of Common Expenses. In the event of default by any Unit Owner in paying to the Trustee(s) the Common Expenses attributable to his Unit (the "Common Charge"), such Unit Owner shall be obligated to pay all expenses, including attorneys' fees, fines, late charges and interest incurred by the Trustee(s) in any proceeding brought to collect such unpaid Common Expenses, irrespective of the amount so unpaid. The Trustee(s) shall have the right and duty to attempt to recover such unpaid Common Expenses, irrespective of the amount so unpaid, together with late charges, interest thereon, fines and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit, or in any proceeding wherein the Unit Owner seeks to avoid payment of the common expenses due, all such constituting a lien as provided in Section 6 of Chapter 183A. In furtherance hereof, a defaulting Unit Owner hereby waives any argument upon such a proceeding that the expenses thereof, including attorneys fees, are unreasonable and/or excessive when considered in the light of the amount so unpaid. A Unit Owner shall, upon any action brought by the Trustee(s) to collect unpaid Common Expenses, have no right to make any claims or defense of off-set upon any basis.

In such event as the Unit which Common Expenses are in arrears is leased, rented or let, and upon compliance by the Trustee(s) with the applicable provisions of M.G.L. c. 183A, s. 6, the Trustee(s) shall be entitled to require the lessee or tenant to pay the rent due therefore directly to the Trustee(s) until such time as the arrearage, late fees, interest, costs and expenses are fully paid and, upon a failure thereof, to an order of a Court of competent jurisdiction so requiring. This right shall be in addition to any other remedy herein or by law provided.

After an action is commenced by the Trustee(s) to foreclose a lien on a Unit because of unpaid Common Expenses, a Unit Owner remaining in his Unit for any period of time thereafter shall be required to pay a reasonable fee for the use and occupancy of his Unit and a receiver may be appointed to collect same.

The Trustee(s) acting on behalf of all Unit Owners, shall have power to purchase a Unit at the lien foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the votes appurtenant thereto), convey or otherwise deal with the same.

A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same, and may be brought simultaneously with an action to so establish and foreclose upon said lien.

F. Application Of Common Funds. The Trustee(s) shall expend common funds only for Common Expenses and other purposes permitted hereby and by the provisions of Chapter 183A.

G. Notice Of Default In Payment Of Common Expenses. Pursuant to the applicable provisions of M.G.L. c. 183A, s. 6, and/or upon the written request of the holder of any mortgage upon a Unit, the Trustee(s) shall notify such holder of any default by a Unit Owner in the payment of his share of the Common Expenses.

H. 6(d) Certificates. Upon request of a Unit Owner or his designee, the Trustee(s) shall, within ten (10) days, provide a certificate in conformity with M.G.L. c. 183A, s. 6(d), specifying the amount, if any, of any unpaid Common Charges assessed to the Unit Owner and/or attributable to the Unit. The Trustee(s) may in their discretion impose a reasonable fee for the provision of such statement. Such Certificate need only be signed by any one Trustee. A majority of the Trustees, by an instrument recorded at said Registry, may delegate the authority to sign 6(d)'s to a third party including a managing agent or employees or principals of a managing agent.

Section 5.6. Insurance. The Trustee(s) and the Unit Owners shall obtain and maintain the following insurance policies:

A. Casualty Insurance. The Trustee(s) shall obtain and maintain, to the extent reasonably obtainable at costs deemed reasonable to the Trustees in their sole discretion and permitted by applicable law, so-called master policies of insurance providing fire-with-extended coverage and so-called all risk coverage insurance, insuring the Condominium, including, without limitation, the Common Areas and Facilities, all of the Units with all fixtures, additions, alterations and improvements thereof, all heating and cooling equipment and other service machinery, apparatus, equipment and installations comprised in the Common Areas and Facilities, and also all such portions normally deemed to constitute part of the buildings and customarily covered by such insurance, but not including any furniture, furnishings, or household and personal property belonging to and owned by individual Unit Owners or Tenants, in an amount equal to not less than one hundred percent (100%) of the full replacement value thereof, exclusive of foundations, land and other items normally excluded therefrom without deduction for depreciation, but subject to a reasonable deductible as the Trustee(s) may determine, and which shall include, if available, so-called Agreed Amount, Inflation Guard, Construction Code and Replacement Cost Endorsements. The Trustee(s) may purchase a so-called "blanket" policy covering all of the buildings, if there be more than one, if they deem it advisable. In determining full replacement value, the Trustee(s) may reasonably rely upon the advice of the insurer or their agent. The name of the insured under such policy shall be stated in form, substance and effect similar to the following: "Trustee(s) of EASTON CROSSING CONDOMINIUM TRUST for use and benefit of the Unit Owners of EASTON CROSSING CONDOMINIUM and their mortgagees as their interests may appear". Such insurance shall contain the standard mortgagee clause and shall name the Trustee(s) as Insurance Trustee(s) for the use and benefit of all Unit Owners of EASTON CROSSING CONDOMINIUM and their mortgagees as their interest may appear, with losses payable to and adjusted by the Trustee(s) as Insurance Trustee(s) in accordance with the provisions of these By-Laws. The Trustee(s) may

insure against such other hazards or risks of casualty as the Trustee(s) from time to time in their discretion shall determine to be appropriate.

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

C. Fidelity Coverage. The Trustee(s) shall obtain fidelity coverage against dishonest acts on the part of the Trustee(s), the Property Manager, if any, employees or volunteers responsible for handling funds belonging to Trust or administered by the Trustee(s). This fidelity insurance shall name EASTON CROSSING CONDOMINIUM TRUST as the named insured and shall be written in an amount equal to the maximum amount that will be in the custody of the Trust at any one time, but in no event less than three months Common Expenses plus all reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

D. Directors And Officers Liability Insurance. The Trustee(s) may obtain Directors' and Officers' Liability Insurance in such amounts and upon such terms as they deem appropriate.

E. FHLMC And FANNIE MAE Insurance Requirements. The Trustees and its managing agent may rely upon the advise of its insurance agent in determining what coverages and in what amounts those coverage should be maintained by the Trust.

F. Unit Owners' Insurance. Unit Owners shall carry insurance for their own benefit insuring their furniture, furnishings and other personal property located within their respective Units or its appurtenances, and for such as is not covered by the Condominium master policies - particularly any deductible; provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Trustee(s) shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Unit Owners shall in all events maintain liability insurance covering damage to the Property in such reasonable amounts as the Trustee(s) may determine and, upon request, provide evidence thereof to the Trustee(s). Unit Owners shall require tenants to carry insurance covering furniture, furnishings and personal property and possessions and liability insurance in such reasonable amounts as the Trustees may determine from time to time.

G. Terms And Conditions Of Policies. Policies for casualty insurance, and to the extent applicable, such other policies of insurance, shall provide: (i) that the insurance company waive any right of subrogation against the Trustee(s), their agents and employees, and the Unit Owners, their respective employees, agents, tenants and guests to the extent they are not specifically obligated hereunder; (ii) that the insurance shall not be prejudiced by any act or neglect of any Unit Owners or occupants or any other person or firm (including employees and agents of the Trustee(s)) when such act or neglect is not within the control of the Trustee(s) (or Unit Owners collectively) or by failure of the Trustee(s) (or Unit Owners

collectively) to comply with any warranty or condition with regard to any portion of the premises over which the Trustee(s) (or Unit Owners collectively) have no control; (iii) that such policies may not be canceled or substantially modified without at least twenty (20) days' prior written notice to all Unit Owners and mortgagees of Units to whom certificates of insurance have been issued; (iv) that recovery thereunder shall not be affected on account of the availability of proceeds under any policies obtained by individual Unit Owners covering their Units; and (v) if obtainable, that the company shall waive any right it may have under the policy to repair or restore damage should the Unit Owners elect to terminate the Condominium because of such damage.

Such insurance policies may provide for a deductible for each coverage thereof as determined by the Trustee(s) in their absolute discretion. In the event of any loss which relates in part to insurable portions of a Unit, or Units, and/or in part to the Common Elements, the Trustee(s) shall apportion the deductible amount directly proportional to the amount of such loss related to such Unit, or Units, and/or the amount of the loss related to the Common Areas and Facilities. Where such loss is solely to a Unit, the deductible amount shall be borne solely by the Unit Owner thereof. Where such loss is solely to the Common Elements, such shall be borne from the common funds.

H. Insurance Appraisal. The Trustee(s) may obtain an appraisal of the full replacement value of the property to be insured in accordance with the foregoing provisions of this Section, without deduction for depreciation, for the purpose of determining the amount of insurance to be maintained pursuant to this Section. If the Trustee(s) in their discretion deem it necessary, they shall upon notification of improvements to be made to a Unit by a Unit Owner increase the insurance coverage afforded by said master policy.

I. Trustee(s) As Insurance Trustee(s). The Trustee(s) (i) shall have exclusive authority to negotiate all losses as herein provided for, (ii) shall collect and receive all loss insurance proceeds, and (iii) shall hold, use, apply and disburse the same in

accordance with the applicable provisions of these By-Laws for the benefit of the Unit Owners and their respective mortgagees. With respect to losses which affect portions or elements covered by such insurance or more than one Unit and/or the Common Elements to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Trustee(s) in their judgment in a fair and equitable manner, primarily based upon the relative losses.

J. Authorized Insurance Representative. Notwithstanding any of the forgoing provisions and requirements to the contrary relating to physical damage or liability insurance, there may be named as an insured, on behalf of the Trustee(s), the Trustee(s)' authorized representative, including any Trustee, with whom such Trustee(s) may enter into any Insurance Trust Agreement or any successor to such Trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such physical damage or public liability insurance. Each Unit Owner appoints the Trustee(s), or any Insurance Trustee or substitute Insurance Trustee designated by the Trustee(s), as his attorney-in-fact for the purpose of purchasing, maintaining and administering such insurance, including without limitation the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose.

K. Notification Of Mortgagees. The Trustee(s), on behalf of the organization of Unit Owners, shall, when requested by mortgagees of Units, give written notice to such mortgagees of such loss to the Common Areas and Facilities, or to the Unit mortgaged, as the mortgagee requests.

L. Certificates Of Insurance. Certificates of insurance with proper mortgagee endorsements, when requested, shall be issued to Unit Owners or their designees. The Trustee(s) may charge a reasonable fee for obtaining and issuing such certificates.

M. Notification To Trustee(s) Of Improvements. Each Unit Owner shall notify the Trustee(s) in writing of all improvements to his or her Unit (except personal property other than fixtures) which exceed a total value of Five Thousand Dollars (\$5,000.00) within twenty (20) days after the commencement of construction or installation of such improvement, and upon receipt of such notice, the Trustee(s) shall notify the insurer under any casualty policy obtained pursuant to this Section of such improvements and shall, if necessary, purchase additional casualty insurance in such amounts as may be required under this Section. Any premium increase caused by insuring such improvements may be assessed to the Owner of the improved Unit as a Common Expense attributable to such Unit. No Unit Owner shall be entitled to receive insurance proceeds for repair, replacement or restoration of any such improvement not so reported to the Trustee(s), unless otherwise consented to the Trustee(s).

Section 5.7. Rebuilding, Restoration And Condemnation. The following provisions shall apply in the case of casualty loss or condemnation:

A. Casualty Loss. In the event of damage to or destruction of the Condominium as a result of fire or any other casualty, the Trustee(s) shall proceed as follows:

i. Casualty Loss To Units. Where such damage or destruction is solely to a Unit, or Units, the Insurance Trustee designated herein shall promptly adjust and collect the loss and disburse the master policy insurance proceeds in appropriate progress payments with appropriate retainage to the Unit Owner(s) affected so as to facilitate and ensure the repair and restoration of the Unit or Units, so damaged or destroyed. In such case as an affected Unit Owner should fail to promptly take such action as the Trustee(s) deem appropriate to repair or restore his Unit, the Trustee(s) may, but shall not be obligated to, proceed thereto, in whole or in part, for his account and utilize the said insurance proceeds accordingly. The affected Unit Owner(s) shall bear any cost or expense for such repair and restoration in excess of the available insurance proceeds under the master policy, including any excess

resultant from the application of any deductible thereon. Where more than one Unit is so damaged or destroyed, said proceeds and deductible shall be apportioned based upon the basis of the relative damage to each Unit; provided, however, that in such case as such damage or destruction is caused by the acts or omissions of a Unit Owner, his family, servants, agents, employees, invitees, licensees or lessees, any deficiency in the insurance proceeds shall be borne solely by such Unit Owner. Similarly, should there be any deficiency in the insurance proceeds resultant from a Unit Owner's failure to promptly and accurately report any improvements to his Unit pursuant to the provisions of Section 5.6.M, such deficiency shall be borne by such Unit Owner. The extent to which the cost is in excess of the insurance proceeds is attributable to such Unit Owner's failure to report improvements or is due to the acts or omissions as aforesaid shall be determined by the Trustee(s) in their reasonable discretion.

ii. Casualty Loss To Units And Common Elements Or Common Elements Only. Where such damage or destruction is solely to the Common Elements, or to both the Common Elements and Units, the Trustee(s), in their reasonable discretion, shall forthwith determine whether or not the loss exceeds ten percent (10%) of the value of the entire Condominium community immediately prior to the casualty and thereupon shall notify all Unit Owners of such determination. In furtherance thereof the Trustee(s) may employ such persons, firms or entities as are, in their judgment, appropriate to assist in such determination.

a. Loss Less Than Ten Percent. If the loss as so determined is less than, or equals, ten percent (10%) of the value of the entire Condominium community immediately prior to the loss, the Trustee(s) shall proceed as provided in Subsection i above provided that the Common Elements shall be repaired and restored by the

Trustee(s) and any deficiency thereto relating shall be borne from common funds.

b. Loss In Excess Of Ten Percent. If the loss to the Common Elements as so determined exceeds ten percent (10%) of the value of the entire Condominium community immediately prior to the loss, the Trustee(s) shall seek the agreement of seventy-five percent (75%) of the Unit Owners by submitting to the Unit Owners a form of agreement (the Restoration Agreement) whereby the Unit Owners authorize the Trustee(s) to proceed with the necessary repair and restoration.

(1) If such percentage of Unit Owners agree (by executing the Restoration Agreement) to proceed to the necessary repair and restoration, then the Trustee(s) shall proceed thereto as provided in Subparagraphs i and ii.a. above; provided that the cost of such repair and restoration in excess of available insurance proceeds shall be a Common Expense payable from common funds or by special assessment, if necessary; and further provided, however, that any Unit Owners who did not so agree may apply to the Superior Court of the county in which the Condominium is located on such notice to the Trust as the Court shall direct, for an order directing the purchase of their Units by the Trust at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a Common Expense.

(2) If such percentage of Unit Owners do not, within one hundred twenty (120) days of the occurrence of such loss, agree to proceed with the repair and restoration (by executing the Restoration Agreement and timely returning the same to the Trustee(s)), a Unit Owner's proportionate share of the

insurance proceeds with respect to the Common Areas and Facilities, together with the portion of the insurance proceeds allocated to any Unit as a result of a loss to such Unit due to the casualty shall, to the extent permitted by law, shall be paid first to the holder of the first mortgage of such Unit, if any, up to, but not in excess of, the then principal balance secured thereby and any accrued interest and other charges then due the holder of the first mortgage, and thereafter to the Unit Owner, and if first mortgagees, of which the Trustee(s) have received notice, holding mortgages on Units having at least fifty-one percent (51%) of the Beneficial Interest approve a suit for partition then the Condominium shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is recorded. The net proceeds of a partition sale together with common funds of the Trust (adjusted for insurance proceeds paid or payable to mortgagees as aforesaid) shall be divided all as provided by law and distributed, with respect to the amounts respectively secured thereby, to the secured parties and thereafter to the Unit Owners. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A.

The Trustee(s) may perform emergency work essential to the preservation and safety of the Property or the safety of persons, or required to avoid the suspension of any essential service to the Condominium without having first adjusted the loss or obtained proceeds of insurance or otherwise having complied herewith.

If there shall have been a repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have exceeded the cost of such repair or

restoration, then the excess of such insurance proceeds, if any, shall be added to the Condominium's Capital Expense Reserve Account or shall be, at the option of the Trustee(s), divided among all of the Unit Owners in the condominium community in proportion to their respective Beneficial Interest; provided, however, that no provision herein shall be deemed to give a Unit Owner or any other party priority over any rights of the holder of a first mortgage (if any) on such Unit Owner's Unit pursuant to such mortgage in the case of a distribution to such Unit Owner of insurance proceeds for losses to Units and/or Common Elements. First Mortgagees of Units will be entitled to priority with respect to any insurance proceeds distributed to their mortgagors.

Notwithstanding anything to the contrary contained in this Subsection, in the event that any Unit Owner shall dissent from any determination of the Trustee(s) with respect to the value of the Condominium or any other determination or action of the Trustee(s) under this Subsection by notice in writing to the Trustee(s) within ten (10) days after such determination or action, and such dispute shall not have been resolved within thirty (30) days after such notice, then either the Trustee(s) or the dissenting Unit Owner may submit the matter to arbitration, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

Notwithstanding anything to the contrary contained in the preceding paragraphs of this Subsection, the Trustee(s) shall not, in any event, be obliged to proceed with any repair or restoration unless and until they have received funds in an amount equal to the estimate of the Trustee(s) of all costs thereof.

The foregoing provisions are intended to comply with Section 17 of the Chapter 183A and to be, in addition, consonant with the requirements of FHLMC and FANNIE MAE. To the extent there is a conflict between the provisions hereof and Chapter 183A, Chapter 183A shall control.

B. Eminent Domain. If more than ten percent (10%) of the entire Condominium is taken under any 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 substantially altered or rendered uninhabitable as a result of a partial taking, and the Unit Owners vote to restore and continue the Condominium pursuant to the provisions of Section 17 of said Chapter 183A, the Trustee(s) shall have the authority to acquire the remaining portions of such Units, for such price as the Trustee(s) shall determine, provided that any Unit Owner of such remaining portion who does not agree with such determination may apply to the Superior Court, on such notice to the Trustee(s) 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 Trustee(s) may make such provision for realignment of the Undivided Interests in the Common Areas and Facilities 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 Trustee(s). In the event of a partial taking the award shall be allocated among the affected Units according to their appurtenant Beneficial Interest, and paid first to the extent permitted by law, to the holder (s) of the first mortgage of such Unit(s), if any, up to, but not in excess of, the then principal balance secured thereby and any accrued interest and other charges then due the holder(s) of the first mortgage. In the case of a total taking of all Units and the Common Areas and Facilities, the entire award shall be payable to the Trustee(s) to be allocated among the Units according to their appurtenant Beneficial Interest, and paid first to the extent permitted by law, to the holder(s) of the first mortgages of such Unit(s), if any, up to, but not in excess of, the then principal balance secured thereby and any accrued interest and other charges then due the holder(s) of the first mortgage. As to any portion or portions of any award which are attributable to direct or consequential

damages suffered by particular Units, they shall be payable to the owners of such particular Units and their mortgagees, as their interests may appear.

C. Retention Of Architect. Whenever the estimated cost, as determined by the Trustee(s), of repair or restoration exceeds as to any one casualty or occurrence, ten percent (10%) of the value of the entire Condominium community or twenty-five percent (25%) of the value with respect to any one Unit, then the Trustee(s), unless waived by unanimous vote, shall retain a licensed architect or licensed engineer, who shall not be directly or indirectly a Unit Owner or an employee or agent of any Unit Owner or a Trustee or an employee or agent of any Trustee, to supervise the work of repair or restoration, and no sums shall be paid by the Trustee(s) on account of such repair or restoration except upon certification to them by such architect or engineer that the work for which payment is being made has been completed in a good and workmanlike manner in accordance with approved plans and specifications, and that the estimated total cost of completion of said repair or restoration, less amounts theretofore advanced, does not exceed the undisbursed proceeds of insurance as augmented by funds obtained by any assessment levied or chargeable to the Unit Owners as a Common Expense. The Unit Owner shall bear all costs relating to the architect and the Trustees shall have the right to direct said architect for purposes of ensuring the work or repair or restoration is adequately supervised.

Section 5.8. Improvements To The Units And Common Elements. The following provisions shall apply in the case of any improvement at the Condominium.

A. Improvements To Common Areas And Facilities. If and whenever the Trustee(s) shall propose to make any improvement to the Common Areas and Facilities or shall be requested in writing by one-third of the Unit Owners to make any such improvement, the Trustee(s) shall submit to all Unit Owners a form of agreement (which may be in several counterparts) (the "Improvement Agreement") specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustee(s) to proceed to make the same.

Upon the receipt by the Trustee(s) of such Improvement Agreement executed by seventy-five percent (75%) of the Unit Owners or the expiration of ninety (90) days after such agreement was first submitted to the Unit Owners, whichever of said events shall first occur, the Trustee(s) shall notify all the Unit Owners of the aggregate percentage of the Unit Owners who have then executed such Improvement Agreement. If such percentage is equal to or exceeds seventy-five percent (75%), the Trustee(s) shall proceed to make the improvement or improvements specified in such agreement and, in accordance with Section 18 of Chapter 183A, shall charge the cost of such improvement to all Unit Owners as a Common Expense in accordance with their Beneficial Interest. Provided, however, that if the Trustee(s) shall determine in their reasonable discretion that the cost of such improvement exceeds ten percent (10%) of the then value of the entire Condominium community, any Unit Owner who did not so agree to proceed may apply to the Superior Court, on such notice to the Trustee(s) as the Superior Court shall direct, for an order directing the purchase of his Unit by the Trustee(s) at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a Common Expense. If more than fifty percent (50%) of the Unit Owners but less than seventy-five percent (75%) of them so approve, the Trustee(s) shall proceed to make such improvement or improvements and shall charge the same solely to the Unit Owners so approving; provided, however, that the Unit Owners shall be afforded the opportunity to execute the Improvement Agreement conditioned upon obtaining the aforesaid seventy-five percent (75%) agreement.

Notwithstanding anything to the contrary contained in this Subsection, in the event that any Unit Owner or Owners shall dissent from any determination of the Trustee(s) with respect to the value of the Condominium or any other determination or action of the Trustee(s) under this Subsection by notice in writing to the Trustee(s) within ten (10) days after such determination or action, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustee(s) or the dissenting Unit Owner or Owners may submit the matter to

arbitration, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

Notwithstanding anything to the contrary contained in this Subsection, the Trustee(s) shall not in any event be obligated to proceed with any improvement unless and until they have received funds in an amount equal to the estimate of the Trustee(s) of all costs thereof.

For the purposes hereof, the construction, erection, alteration, modification and/or doing of any thing or things to the Common Elements, the total cost of which in each separate instance does not exceed ten percent (10%) of the budgeted Common Expenses for a given fiscal year shall not be considered an improvement, but rather an expense incurred in the operation, care, upkeep and maintenance of the Common Elements.

1. Improvement At Unit Owner Expense. If and whenever any Unit Owner shall propose to make an improvement to or affecting the Common Areas and Facilities of the Condominium at such Unit Owner's own expense, and the Trustee(s) determine in their reasonable discretion that such improvement would be consistent and compatible with the Condominium and the use and enjoyment thereof by its residents, the Trustee(s) may, but shall not be obligated to, authorize such improvement to be made at the sole expense of the Unit Owner proposing the same, without the consent or approval of other Unit Owners, subject to such contractual undertakings of the Unit Owner proposing such improvement as the Trustee(s) in their reasonable discretion deem to be necessary or desirable in the circumstances.

B. Improvements To Units. No Unit Owner shall make any addition, alteration or improvement in or to his Unit or to any portion of the Common Areas and Facilities to which he has the exclusive use, which may affect the appearance or structure of the Condominium, or the integrity of its systems, or which is otherwise restricted by the Master Deed, without the prior written consent thereto of the

Trustee(s). Said request shall include adequate plans, specifications and similar items, so as to enable the Trustee(s) to reasonably review such request.

As to any request for approval pursuant to this Subsection the Trustee(s) may engage, if they so choose, an architect or engineer or both, if necessary, to review the plans and specifications to be attached to said request, and such architect or engineer's fees shall be paid by the requesting Unit Owner. If the said engineer and/or architect determines that the plans and specifications are consistent with the structural integrity and/or design character, as relevant to the particular request, of the Condominium, the Trustee(s) may then, in their sole discretion, approve or disapprove said plans, or approve them subject to certain conditions including restrictions in the manner of performing such work and requirements thereto related and such other restrictions as may be contained in the Master Deed.

All additions, alterations or improvements to any Unit (whether or not affecting the structural or mechanical systems of the Condominium) shall be performed in compliance with all applicable laws, regulations and codes, and when required thereby, by licensed contractors and shall be completed in a good and workmanlike manner. Each Unit Owner, and his contractors, shall cooperate with the Trustee(s) and other Unit Owners so as not to unduly inconvenience or disturb the occupants of the Condominium. Notwithstanding any other provision of these By-Laws, the cost of repairing or restoring any damage to the Common Areas and Facilities or to any Unit which is caused by any work being performed by or for a Unit Owner shall be charged solely to such Unit Owner. The foregoing shall not be construed to interfere with a Unit Owner's right to decorate his Unit and/or affix fixtures normally associated with the permitted uses of the Unit.

1. Permits. To the extent that any addition, alteration or improvement to a Unit by the Unit Owner requires a permit, license or similar item to be obtained in the name of the Condominium, Trust or Trustee(s), from a governmental authority, the application therefor shall be executed by the Trustee(s) without, however, incurring any liability on the part of the

Trustee(s), or any of them, or the Trust to any contractor, subcontractor or materialman or any other person on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom, or, if permissible, to such governmental authority. The Unit Owner shall bear all costs associated herewith and shall be fully responsible therefor, and wholly liable thereunder; and shall pay to the Trustee(s) such fee therefor as the Trustee(s) may reasonably determine.

Section 5.9. Rules, Regulations, Restrictions And Requirements. The use of the Condominium and each Unit Owner's Unit shall be restricted to and shall be in accordance with the provisions of the Master Deed, this Trust (including the By-Laws and such administrative rules and regulations as the Trustee(s) may adopt pursuant to this Trust), and all applicable laws, zoning ordinances, rules, regulations and requirements of all governmental bodies having jurisdiction over the Condominium or the use and occupancy thereof.

The Trustee(s) shall have the right (which right shall not be delegated) at any time and from time to time to adopt, amend and rescind reasonable administrative rules and regulations governing the operation, appearance and use of the Common Areas and Facilities including, without limitation, Common Areas and Facilities the exclusive use of which is for one or more Units, and otherwise providing for the administration of the Condominium as contemplated by the Master Deed and the Trust, and in interpretation thereof (the "Rules and Regulations"); provided, however, that any such Rules and Regulations shall not be promulgated and/or amended which will materially and adversely affect the holder of any first mortgage of which the Trustee(s) have received notice without the written consent of such holder. Any such Rules and Regulations shall be consistent with provisions of the Master Deed, the Declaration of Trust and Chapter 183A. Copies of such Rules and Regulations and any amendments or changes thereto shall be furnished by the Trustee(s) to each Unit Owner and shall be recorded with the

Registry of Deeds. The Rules and Regulations shall be considered By-Laws for all purposes and the initial Rules and Regulations are set forth herein as Exhibit "A".

The Master Deed, this Trust and the Rules and Regulations, as from time to time amended, shall be enforced by the Trustee(s). The Trustee(s) may eliminate any violation and the cost and expense, including, but not limited to, attorney's fees and fines, of eliminating such shall be chargeable to the Unit Owner who himself or whose family, servants, employees, agents, visitors, lessees, tenants, licensees, or pets are responsible for such violation. The cost of so eliminating a violation caused by another than as specified shall be a Common Expense. The Trustee(s) may also levy reasonable fines against the Unit Owner for such violations and such fine shall constitute a portion of such Unit Owner's Common Expenses which shall be payable by the Unit Owner of such Unit upon demand and enforceable as a Common Expense. For each day a violation continues after notice it shall be considered a separate violation. In the case of persistent violation, the Trustee(s) shall have the power to require the Unit Owner to post a bond, or other security as they may determine, to provide for adherence.

In enforcing the Master Deed, this Trust or the Rules and Regulations as to leased Units, the Trustee(s) may proceed against the Unit Owner, the tenant, or both as the Trustee(s), in their sole discretion may determine. A failure of a tenant to pay a fine upon demand shall constitute grounds for the Trustee(s) to obtain the removal of such tenant from the Condominium as herein elsewhere provided.

Section 5.10. Pets. Subject to the applicable restrictions contained in the Master Deed, Unit Owners may keep in their Units customary household pets subject to the following conditions and such other reasonable conditions as the Trustee(s) may by rule and regulation impose:

- A. Such pets shall not interfere with the quiet enjoyment of the Condominium by its residents and may not be in such number as to create a nuisance;
- B. The Trustees may exclude a pet, including, but not limited to, exclusion based on the general disposition and noise level of the breed. Pit bulls, rotweilers and Doberman pinchers and snakes are specifically prohibited.

C. Any permitted pet shall not be allowed upon the Common Elements unless restrained by a leash, transport box or cage; and in no event upon the land portion of the Property save for transit there across, except for areas designated therefor; and

D. Each Unit Owner keeping such a pet or pets who violates any of the above conditions or permits any damage to or soiling of any of the Common Elements or permits any nuisance or unreasonable disturbance or noise shall:

- i. be assessed by the Trustee(s) for the cost of the repair of such damage or cleaning or elimination of such nuisance and/or
- ii. be levied such fine as the Trustee(s) may reasonably determine and such legal fees and costs as the Trustees may incur; and/or
- iii. be required by the Trustee(s) to permanently remove such pet from the Condominium upon five (5) days' written notice from the Trustee(s).

Section 5.11. Unit Owner Responsibility. Except as may be otherwise specifically provided herein, a Unit Owner shall be fully responsible for the acts and omissions, feausance, malfeasance and misfeasance, and all other conduct of his family members, servants, agents, employees, invitees, lessees, tenants, licensees, guests, pets or others upon the Property at the behest of the Unit Owner.

Section 5.12. Enforcement Of Charges, Fines, Obligations. Any charge, fine, attorney's fees or other financial obligation to, of or on any Unit Owner, and/or Unit herein provided for shall constitute a lien upon such Unit and be enforceable to the same manner and extent as for Common Expenses provided for in this Declaration and Section 6 of Chapter 183A.

Section 5.13. Attorneys Fees And Costs. In such case as it is necessary for the Trustee(s) to engage the services of an attorney, or attorneys, for the purpose of enforcing against a Unit Owner, tenant, occupant, or other person bound thereby, any provision of the Master Deed, the Declaration of Trust, the Rules and Regulations, or obligations thereunder, and/or for the purpose of defending any action brought by such person(s), said Unit Owner, tenant, occupant or other such person shall be liable for, in addition to any other

liability, the fees and costs of such attorneys in so proceeding thereto, including the fees of all experts engaged in connection therewith. As to Unit Owners, the amount of such fines, fees and costs and attorney's fees shall constitute a lien upon the Unit enforceable to the same manner and extent as a lien for Common Expenses, and the Unit Owner shall be personally liable therefor.

Section 5.14. Inspection Of Books. The books, accounts and records of the Trustee(s) and of the organization of Unit Owners shall be open to inspection to any one or more of the Trustee(s), to the Unit Owners and to first mortgagees. The Trustee(s) may, however, subject to and in accordance with the applicable provisions of Chapter 183A, adopt reasonable rules and impose reasonable restrictions upon such access, including, but not limited to hours and place of availability, fees for reproduction, access only for condominium related purposes, and provision for the maintenance of confidentiality as to appropriate records.

Section 5.15. Financial Reports To Unit Owners. Within one hundred and twenty (120) days of the end of the fiscal year, the Trustee(s) shall cause to be provided to the Unit Owners a financial statement prepared in conformity with so-called review standards by a certified public accountant which shall include a balance sheet, income and expense statement and statement of funds.

A. Audit. Any Unit Owner, at his sole cost and expense, may at any time have the financial records of the Condominium audited by a certified public accountant of his choosing. The Trustee(s) shall fully cooperate therein; provided, however, that the auditing Unit Owner shall pay upon demand all reasonable costs and expenses incurred by the Trust in regards thereto.

Section 5.16. Fiscal Year. The fiscal year of the Trust shall be each calendar year ending December 31 or such other date as may from time to time be determined by the Trustee(s).

Section 5.17. Checks, Notes, Drafts, And Other Instruments. Except as to reserve accounts, checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustee(s) or of the Trust may be signed by any Trustee, or by the Property Manager to whom such power may at any time or from time to time be

delegated. Checks drawn on the Trust's reserve account(s) may only be signed by at least two Trustee(s) or one Trustee if there be only one.

Any instrument signed by any one, or more, Trustee(s) which contains or is accompanied by a certification that said Trustee, or Trustee(s), are authorized to execute and deliver the same by appropriate vote of the Trustee(s) shall be conclusive evidence in favor of every person relying thereon or claiming thereunder.

- A. Seal. The Trustee(s) may sign any instrument under seal without being required to affix a formal, common or wafer seal.

Section 5.18. Notices To Unit Owners. Unless otherwise required by applicable law or order of court, every notice to any Unit Owner required under the provisions hereof, or which may be deemed by the Trustee(s) necessary or desirable in connection with the administration of the Condominium 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 Trustee(s) to such Unit Owner by leaving such notice, or mailing it postage prepaid and addressed to such Unit Owner, at his address at the Condominium, unless such Unit Owner has designated in writing to the Trustee(s) some other address for the receipt of notices. Such notice shall be given within such time period as herein, or by such court, required, and if there be no specified period then at least seven (7) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given.

Section 5.19. Information To Be Provided By Unit Owners To Trustee(s) And Tenants. Each Unit Owner shall provide to the Trustee(s), at such times and in such manner and form as the Trustee(s) shall require, that information and data as the Trustee(s) may reasonably require in and for the efficacious performance of the Trustee(s)' duties as herein provided. Such information and data shall include, but shall not be limited to:

- A. The name and mailing address of the Unit Owner(s).
- B. The names of all occupants of the Unit, except guests of less than thirty (30) days duration.

C. The name and address of all mortgagees, including the applicable loan numbers.

In the event, and at the time a Unit Owner should assign, lease, sell or otherwise transfer his interest in his Unit, such Unit Owner shall notify the Trustee(s) of the name and address of the person to whom he is so transferring the Unit whereupon the Trustee(s) shall provide such person with copies of the Master Deed, this Trust and the Rules and Regulations promulgated thereunder, as they may then be amended. The Trustee(s) may charge such Unit Owner a reasonable fee for the provision of said documents and require a receipt for the provision of the documents.

Unit Owners who lease, let and/or rent their Units shall provide to the tenant the name, address, and telephone number of the person responsible for the maintenance of the Unit and the name of the person responsible for the maintenance of the Common Elements, which later shall be provided to the Unit Owner by the Trustee(s).

Section 5.20. Voting, Consents And Action Thereon. In regard to such actions and things as to which the consent or vote of the Unit Owners is required, unless a shorter period or requirement is imposed hereunder or by applicable law, the Trustee(s) shall have a period of six (6) months in which to obtain such consent or vote. The Trustee(s) shall have an additional period of six (6) months to obtain any required mortgagee consent. No Unit Owner may, after giving his consent or vote, rescind, modify or revoke such during said period. Should a Unit be sold during said period after the giving of such consent or vote, such consent or vote shall remain valid notwithstanding the change of ownership.

Section 5.21. Acquisition Of Units By Trustee(s). Acquisition of Units by the Trustee(s) for the Trust may be made from the working capital and common funds in the hands of the Trustee(s), or if such funds are insufficient, the Trustee(s) may levy an assessment against each Unit Owner in proportion to his Beneficial Interest, as a Common Charge, or the Trustee(s), in their discretion, may borrow money to finance the acquisition of such Unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, to be so acquired by the Trustee(s) and/or a pledge of the Common Charges.

Section 5.22. Property Manager. The Trustee(s) may hire or appoint a Property Manager to assist in the administration of the Condominium who shall perform such duties in the administration, management and operation of the Condominium, including the incurring of expenses, the making of disbursements and the keeping of accounts as the Trustee(s) shall from time to time determine. The Property Manager so retained shall in all events fully comply with the applicable provisions of Chapter 183A. Notwithstanding the appointment of such a Property Manager, the Trustee(s) shall retain ultimate control over the administration, management and operation of the Condominium.

Any such agreement for professional management of the Condominium shall be terminable without cause and without incurring payment of a termination fee on ninety (90) days' written notice, or such lesser period as the Trustee(s) may agree upon in such agreement. Such agreement may, additionally, be terminated for cause upon ten (10) days' notice; provided, however, that the Manager may cure within such period. Notwithstanding this provision, there shall be no right of cure in regard to the misappropriation of the Condominium's funds upon which event termination may be had immediately upon notice.

Section 5.23. Arbitration. All claims, disputes and other matters in question arising out of or relating to the Declarant shall be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association then obtaining. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Each party shall solely bear its own expenses, including legal fees, relating to the arbitration and the parties agree that the arbitrators shall not be entitled to award punitive damages.

Notices of the demand for arbitration shall be filed in writing with the other party to the dispute and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen and a demand shall not be made after the date when institution of legal

proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations or barred by the limited warranty attached hereto and made a part hereof.

Notwithstanding the foregoing, the Trustees shall not undertake legal action relating to the Declarant or initial Trustee unless eighty (80%) percent of the unit owners of all units which may be created consent in writing to such legal action at a special meeting duly called by the Trustees and at which full disclosure is made by the Trustees and legal counsel as to the estimated cost of such legal action, estimated said costs shall include, but not be limited to, attorneys fees, costs of the arbitrators and the costs for any professionals to prepare reports or attend as expert witnesses. Any such action must be commenced within ninety (90) days after transfer of control of the Trust to the unit owners or shall be deemed forever waived by the Trustees and unit owners.

In the event of arbitration, each party shall select an arbitrator of its choice and the two arbitrators so chosen shall select the third arbitrator.

ARTICLE VI

Mortgages

Section 6.1. Unit Mortgages. Any Unit Owner may, without the prior written approval of the Trustee(s), mortgage his Unit to any person, firm or entity.

A. Notice To Trustee(s). A Unit Owner who mortgages his Unit shall notify the Trustee(s) of the name and address of his mortgagee and loan number, and the Trustee(s) shall maintain such information. Except as may be provided by applicable law, the failure of a Unit Owner to so notify the Trustee(s) shall not invalidate the mortgage or any other provisions or the rights of any holder of such mortgage.

B. Notice Of Unpaid Common Charges Or Other Default; Material Amendment. In addition to the requirements of Section 6 of Chapter 183A, the Trustee(s), whenever so requested in writing by a mortgagee of a Unit, shall promptly report (i) any then unpaid Common Charges due from, or any other default by, the Unit Owner of the mortgaged Unit; (ii) any other default in the

performance by the Unit Owner of the mortgaged Unit of any obligation under the Master Deed, this Trust or the Rules and Regulations which is not cured within sixty (60) days of notice to the Unit Owner; (iii) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a mortgage held, insured, or guaranteed by a mortgage holder or insurer or guarantor, as applicable; (iv) any lapse, cancellation or material modification of any insurance policy or fidelity insurance maintained by the Trustee(s); (v) any proposed action which requires the consent of a specified percentage of eligible mortgage holders as specified in the Master Deed or this Declaration of Trust; and/or (vi) any proposed material amendment to this Trust which may affect such eligible mortgagee's interests or rights.

C. Assignment Of Unit Owner Rights. The right of any Unit Owner to vote, to grant or withhold any consent, and to exercise any other right or option herein granted to a Unit Owner may be assigned or transferred in writing to, or restricted in favor of, any mortgagee or a mortgage covering that Owner's Unit, and the Trustee(s) shall upon receipt of written notice thereof from such Unit Owner or mortgagee be bound by any such assignment or transfer which appears of record to be in full force and effect.

ARTICLE VII

Rights And Obligations Of Third Parties Dealing With The Trustee(s)

Section 7.1. Third Parties' Reliance. No purchaser, mortgagee, lender or other person dealing with the Trustee(s) as they then appear of record in the Registry of Deeds shall be bound to ascertain or inquire further as to the identity of said Trustee(s) or of any changes therein. The receipts of the Trustee(s), or any one of them, for moneys or things paid or delivered to them, or him, shall be effectual discharges therefrom to the persons paying or delivering the same and no person from whom the Trustee(s), or any one or more of them, shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustee(s) 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 from which sale, mortgage, pledge or charge is herein authorized or directed, nor otherwise as to the purpose or regularity of any of the acts of the Trustee(s), or any one or more of them, purporting to be done in pursuance of any of the provisions or powers herein contained, nor as to the regularity of the resignation, election or appointment of any Trustee.

Section 7.2. Personal Liability Excluded. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustee(s) or by any agent or employee of the Trustee(s), or by reason of anything done or omitted to be done by or on behalf of them, or any of them, against the Trustee(s) individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceeding, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustee(s), shall look only to the Trust Property for payment under contract or claim, 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 Trustee(s), so that neither the Trustee(s) nor the Unit Owners, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under provisions of Chapter 183A.

Section 7.3. All Instruments Subject To Terms Hereof. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustee(s), or by any agent or employee of the Trustee(s), shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express reference shall have been made to this instrument.

Section 7.4. Recording. This Declaration of Trust and any amendments hereto and any certificate herein required to be recorded and any other certificate or instrument (including without limitation a certificate pursuant to General Laws, Chapter 183A, Section 6(d))

signed by any one Trustee which may be deemed desirable to record shall be recorded with the Registry of Deeds and such recording 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 Trustee(s), the Property and/or 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 Trustee(s), when the same shall be recorded with said Registry of Deeds. Any certificate signed by a majority of the Trustee(s) in office at the time (or one Trustee if there be but one) setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries, and as to matters determining the authority of the Trustee(s) to do any act, when duly acknowledged and recorded with said Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustee(s), acting in reliance thereon. Any certificate executed by any Trustee hereunder, or by a majority of the Trustee(s) hereunder, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustee or majority, as the case may be, shall as to all persons acting in good faith in reliance thereon be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

Section 7.5. Certificates Of Incumbency And Address. The Trustee(s) shall from time to time as required by M.G.L. c. 183A and/or this Declaration of Trust record with said Registry of Deeds appropriate instruments reflecting the composition of the Board of Trustee(s) and the mailing address of this Trust.

ARTICLE VIII

Amendment And Termination

Section 8.1. Amendments To Declaration Of Trust. The Trustee(s) 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, provided such amendment, alteration, addition, or change is consented to in writing by the Unit Owners holding at least fifty-one percent (51%) of the Beneficial

Interest or if such amendment, alteration, addition or change affects a provision then requiring more than such percentage, then by such larger percentage; provided, always, however, that no such amendment, alteration, addition or change (a) made without the written consent of the Declarant prior to the Declarant's relinquishing control hereunder; or (b) made without the written consent of the Declarant, according to the purport of which, the Declarant's rights hereunder, or under the Master Deed, are changed in any way; or (c) according to the purport of which, the percentage of the Beneficial Interest hereunder of any Unit Owner would be altered, or in any manner or to any extent whatsoever modified or affected so as to be different than the percentage of the Undivided Interest of such Unit Owner in the Common Areas and Facilities as set forth in said Master Deed, except as may be provided for elsewhere hereunder or in the Master Deed, other than by consent of the Unit Owners specified in the Master Deed; or (d) which would render this Trust contrary to or inconsistent with any requirements or provisions of Chapter 183A, shall be valid or effective.

A. Consent Of Mortgagees To Amendments. In addition, this Trust may not be materially amended without the approval of at least fifty-one percent (51%) of the first mortgagees which have requested the Trustee(s) to notify them in such case as a material amendment is considered. As to any non-material amendment, the consent of any such mortgagee who does not respond to a request for consent within thirty (30) shall be deemed given.

B. Effective Date Of Amendment. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with said Registry of Deeds an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged by a majority of the Trustee(s) then in office, setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners and/or mortgagees 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 thereof, 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.

No such amendment, addition or change shall be of any effect unless such instrument is so recorded within six (6) months of the date of the first consent thereto.

C. Special Amendments. The foregoing notwithstanding, the Trustee(s) shall have the power coupled with the interest to, by an instrument signed by a majority of their number and duly recorded with said Registry of Deeds, amend this Declaration of Trust to (1) correct any scrivener's or technical error made herein; or (2) to make this Declaration of Trust comply with Massachusetts General Laws, Chapter 183A, requirements of the Town of Easton; or (3) to comply with rules or regulations promulgated by the Federal National Mortgage Association (Fannie Mae) or the Federal Home Loan Mortgage Corporation (FHLMC), and/or other so-called secondary mortgage market agencies; or (4) to satisfy applicable insurance requirements. This power may be exercised not only to add additional provisions or modify existing provisions, but also to delete theretofore required provisions should such no longer be required.

Section 8.2. Termination. The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure therefor set forth in Section 19 of Chapter 183 and the Master Deed.

Section 8.3. Actions Upon Termination. Upon the termination of this Trust, the Trustee(s) may, subject to and in accordance with provisions of Chapter 183A, sell and convert into money the whole of the Trust Property or any part or parts thereof, and, after paying or satisfying all known liabilities and obligations of the Trust and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, all other property then held by them in trust hereunder, to the Unit Owners as tenants in common, according to their respective percentages of Beneficial Interest. In making any sale under this provision, the Trustee(s) shall have power to sell by public auction or private contract and to buy in or rescind or vary any

contract of sale and to resell without being answerable for loss and, for said purposes, to do all things, including the execution and delivery of instruments, as may be 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 Trustee(s) 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.

Notwithstanding anything to the contrary contained in this Section, in the event that any Unit Owner shall dissent from any determination of the Trustee(s) with respect to the value of the Condominium or any other determination or action of the Trustee(s) under this Section by notice in writing to the Trustee(s) within ten (10) days after such determination or action, and such dispute shall not have been resolved within thirty (30) days after such notice, then either the Trustee(s) or the dissenting Unit Owner may submit the matter to arbitration, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

ARTICLE IX

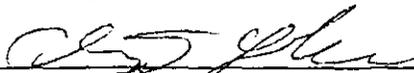
Construction, Interpretation And Waiver

In the construction hereof, whether or not so expressed, words used in the singular or in the plural, respectively, include both the plural and the singular, words denoting males include females and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is to be inferred from them or required by the subject matter or context. The title headings of different parts hereof are inserted only for the convenience of reference and are not to be taken to be any part hereof nor to control or affect the meaning, construction, interpretation or affect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts. Unless the context otherwise indicates, words defined in Chapter 183A shall have the same meaning herein and to the extent of any conflict between the terms hereof and the requirements of said Chapter 183A, the latter shall govern. The invalidity of any part of this Trust shall not impair or affect in any manner the validity, enforceability

or effect of the balance of this Trust. No restriction, condition, obligation or provision contained in this Trust shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

IN WITNESS WHEREOF said Trustee has hereunto set its hand and seal on this 13th day of September, 2005.

Easton Crossing, LLC, Trustee

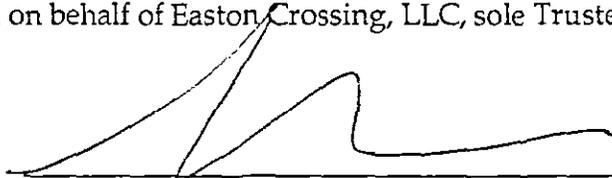
By: 

Christopher C. Yule, duly authorized

COMMONWEALTH OF MASSACHUSETTS

Norfolk County, ss.

On this 13th day of September, 2005, before me, the undersigned notary public, personally appeared Christopher C. Yule, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license, or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, duly authorized on behalf of Easton Crossing, LLC, sole Trustee of Easton Crossing Condominium.



Notary Public

My Commission Expires: 7/4/08

Print Notary Public's Name: Stephen M. Marcus

Qualified in the Commonwealth of Massachusetts



EASTON CROSSING CONDOMINIUM TRUST

DECLARATION OF TRUST

EXHIBIT A

RULES AND REGULATIONS

1. OCCUPANTS: Only authorized residents will be allowed to permanently occupy your unit. The Trustees must be notified in writing if guests of the household are expected to live in the unit for more than fourteen (14) consecutive days.
2. REPORT OF ACCIDENT/INJURY: Any personal injury occurring to residents or guests on premises or common areas must be reported to the Trustees immediately.
3. ILLEGAL USE OF THE PREMISES: Residents agree not to engage in or permit unlawful activities, including illegal drug related activities in the unit, common areas, grounds or anywhere else on property.
4. BUSINESS ESTABLISHMENT ON THE PREMISES: Residents shall not carry on any business whatsoever or display signs concerning any business on the premises.
5. NOISE: Good judgment and thoughtfulness for others must be observed in playing musical instruments, record players, radios, television sets, and in any and all activities, especially after 10:00 p.m. so as not to disturb others.
6. RESIDENT/GUEST RESPONSIBILITIES: Residents are responsible for the conduct of their guests at all times. Residents, their family and guests must comply with all rules and regulations. Grounds, Commons and Recreation areas, laundry rooms, and all other facilities are to be used solely at the risk of the person using them. Residents or their guests are not permitted to sleep in any of the common areas or on the grounds.
7. CHILD PLAY AREAS: Children are not permitted to play in the laundry rooms. Adult supervision is required throughout the Property.
8. LITTERING: Residents, family members, or their guests shall not litter the common areas or grounds of the buildings. No baby carriages, bicycles, or similar articles will be allowed in the front or rear of units or in common areas.

9. TRASH AND FOOD WASTES: All garbage, trash and food waste must be placed in a trash bag and disposed of in the designated dumpster. Do not overload dumpsters or leave trash on the ground. If they are full, please let Trustees know. Crush all cardboard boxes flat before placing in a dumpster.
10. FLAMMABLES/SAFETY: Resident shall not use or keep flammable materials in the units, nor use any method of heating or air conditioning other than supplied by the Trustees.
11. ELECTRIC LIGHT BULBS: When bulbs are needed, it will be necessary for you to purchase and install them. Do not exceed manufacturer's recommendations for maximum wattage.
12. ENERGY/UTILITY CONSERVATION: Residents and their guests shall not leave water running, nor waste or unreasonably use water or common area utilities. Washing of vehicles is not allowed.
13. KEYS: The cost for replacing unit door and mailbox keys is \$5.00 per key. Without Trustees' written consent, no lock may be changed or added to any door. The Trustees must retain a key for entry to each unit, for maintenance purposes and in case of emergency. The Unit Owner is responsible for replacing unit door lock and providing keys to the Trustees. The Trustees are not responsible to open doors in the event of a lockout or otherwise.
14. ATTACHMENTS of FIXTURES: Residents shall not attach or place any fixtures, signs or fences in or on the buildings or anywhere on premises, without the Trustees' written permission. Any such materials must be removed at the end of the lease. When hanging pictures please use "bull dog nails" or picture hooks. Please DO NOT use adhesive backed picture hangers.
15. VEHICLE INFORMATION: Parking is permitted for cars only. Recreational, commercial, or other vehicles are not permitted on the premises at any time without the Trustees written permission. Resident parking is in designated areas. Parking stickers will be issued for each resident. Washing of vehicles is not permitted. Tenants may not perform auto repairs on the Property. Cars on jacks will not be

permitted for any length of time. No unregistered or inoperable vehicles are permitted and will be subject to being towed at the owner's expense.

16. **SNOW REMOVAL:** Residents must cooperate with established snow removal procedures. The Trustees will provide plowing of the parking areas only. It is up to the resident to remove his/her car prior to plowing and we request removal of vehicles when plowing operations are in effect. Residents are responsible for shoveling out their own vehicles, and for clearing the front step.
17. **PET POLICY:** The pet policy for this property is described in the pet regulations and must be followed by all residents and guests. Please exercise mutual care and respect for other residents and your companion animals. If you have any questions regarding the pet policy, please contact the Trustees.
18. **SALES OR SOLICITING:** Solicitation and offering of items for sale is prohibited on the Property. This provision shall not prevent any resident from inviting any salesperson or person soliciting for any group as a guest to his/her unit.
19. **MOVE IN/MOVE OUT:** Moving in or out is only permitted from 9:00 AM to 5:30 PM.
20. **COMMONS AND RECREATIONAL FACILITIES:** These facilities are for the enjoyment of all residents and it is important that everyone respect each other's rights. The recreational rules and regulations are printed separately and must be followed at all times. Written indemnification is required prior to using any recreational facilities. The right to use the facilities may be revoked without advance notice.
21. **PEST CONTROL:** Prior to moving in, the Trustees will require an extermination certificate which provides evidence of treatment for common pests. If extermination is required during occupancy, you will be requested to comply with all necessary procedures. This is done for the benefit of all and failure to follow necessary procedures may result in a service charge to the resident.
22. **TELEPHONES:** Each unit is equipped with a telephone outlet. Residents may have a telephone installed at their own expense. Please report your phone number

as soon as it is known. All wiring must be professionally installed in a manner consistent with existing wiring.

23. **PROPER ATTIRE:** Proper attire is required in common areas at all times. Sleepwear is considered inappropriate attire in public areas of the property.
24. **LAUNDRY ROOMS:** No powdered detergent may be used at any time. Please use liquid detergent only. Laundry room hours are from 8:00 A.M to 10:00 P.M. Please do your laundry during this time only. Visitors and guests may not use the laundry rooms. Please do not overload the machines. Clothing left unattended may be removed after the cycle is completed (please respect the property of others in any such situation). If you have a problem with a machine, please call the laundry company directly at the number posted in the laundry room.
25. **WINDOWS:** When opening and closing windows, please be sure to secure them properly. It is your responsibility to make sure screens are tightly secured to not only protect the premises from inclement weather and pests, but also to conserve everyone's energy bills.
26. **DRAPES/CURTAINS:** Please be concerned with appearance. In order to maintain consistency and a pleasing appearance from the outdoors, all windows must have "white/off white" backed window accessories.
27. **HOLIDAY DECORATIONS:** "White lights only" in windows one will be permitted during the holiday season. Decorative pictures or fixtures are not permitted on doors. When removing holiday decorations for disposal, all trees must be removed off property as our dumpsters are not equipped to handle them. No decorations may be attached to the unit entry doors.
28. **SMOKING:** Smoking is not permitted in the Commons room, Fitness Center, or swimming pool area. When on the property, please dispose of all smoking materials properly (not on the ground).
29. **RANGE HOOD FANS:** All residents are responsible for replacing or cleaning the filters in the hood fans.

30. The Condominium Property is for residential purposes only. No Unit may be used, in whole or in part, for business purposes except for permitted accessory uses.
31. Each Unit Owner must maintain and repair his own Unit to keep it in good order; in accordance with the provisions of the Trust.
32. Nothing shall be altered or constructed in or removed from the common areas and facilities except upon the prior written consent of the Board of Trustees.
33. Each Unit Owner or Resident shall keep his Unit and decks in a good state of preservation and cleanliness.
34. Nothing shall be done in any unit or in, on or to the common areas and facilities which impair the structural integrity of the buildings or which would structurally change the buildings.
35. No clothes, clotheslines, sheets, blankets, laundry or any kind of other articles shall be hung out of a unit or exposed on any part of the common areas or facilities. The common areas and facilities shall be kept free and clear of all rubbish, debris and other unsightly materials.
36. The common areas and facilities shall not be obstructed nor used for storage without the prior written consent of the Board of Trustees.
37. The common areas and facilities shall not be decorated or furnished by any Unit Owner or Resident in any manner without the prior written consent of the Board of Trustees.
38. In addition to all other prohibited signs, no real estate "For Sale" or "For Rent" or other signs may be placed on the common areas nor may any signs be visible from any unit. The use of the units, the common areas and facilities, the balconies and the parking spaces by Unit Owners, as well as the safety and maintenance of all personal property of the Unit Owners and Residents kept in such areas and in the units themselves, shall be the responsibility and at the sole risk of the respective Unit Owners and Residents, and neither the Trustees, the seller, nor their respective agents, servants, employees, successors or assigns, shall bear any responsibility thereof.

39. Each Unit Owner or Resident assumes responsibility for his own safety and that of his family, guests, agents, servants, employees, licensees and lessees.
40. Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by the Board of Trustees.
41. Condominium Fees and related charges are due and payable the tenth day of each month. All Units with balances outstanding as of the fifteenth of each month will be charged a late fee. Balances which remain unpaid will be referred to an attorney for collection. The cost of such collection action will be charged against the Unit.
42. All Unit Owners are required to provide the condominium with the name, address and contact person of each mortgage holder for their unit. Failure to do so in a timely manner will result in the Trust securing the information from a "title search". The cost of completing said title search will be assessed against the Unit.
43. Pursuant to M.G.L. Chapter 183A and Article V, Section 5.12 and 5.13, the Trust may assess fines and attorneys' fees against unit owners for violations of the Master Deed, Trust and Rules and Regulations and these shall constitute a lien against the unit and be the personal liability of the unit owner.
44. These Rules and Regulations may be amended from time to time as provided for in the Trust. The Board of Trustees shall have authority to enforce these regulations through the use of fines, legal action, etc.
45. See attachments 1, 2 and 3 and Exhibit B attached hereto and made a part hereof.

EASTON CROSSING CONDOMINIUM TRUST

ATTACHMENT 1

UNIT OWNER DATA FORM

1. UNIT OWNER(S): _____

(NOTE: Please list as they appear on the Unit Deed.)

2. UNIT OWNER(S) ADDRESS: _____

3. OWNER(S) MAILING ADDRESS: _____

4. UNIT OWNER PHONE NUMBER (DAYTIME): _____

5. UNIT OWNER PHONE NUMBER (EVENING): _____

6. MORTGAGEE(S): NAME: _____
ADDRESS: _____
LOAN NO: _____
PHONE NO: _____

7. OCCUPANT(S): NAME: _____
NAME: _____
NAME: _____

DAYTIME PHONE: _____

EVENING PHONE: _____

8. RESIDENT(S): NAME: _____
NAME: _____
NAME: _____

DAYTIME PHONE: _____

EVENING PHONE: _____

9. RESIDENT VEHICLE INFORMATION:
TYPE: _____ TYPE: _____
COLOR: _____ COLOR: _____
MODEL: _____ MODEL: _____
LICENSE PLATE NO: _____ LICENSE PLATE NO: _____

10. PERSON OR COMPANY RESPONSIBLE FOR MAINTENANCE OF UNIT (IF NOT UNIT OWNER):

Telephone: _____ Fax: _____ Email: _____

11. Owner is hereby informed that the company responsible for the maintenance of the common areas is:

Telephone: _____ Fax: _____ Email: _____

Original to be returned to _____
and Owner will receive copy back for their records.

EASTON CROSSING CONDOMINIUM TRUST

ATTACHMENT 2

INSURANCE PROCEDURES

Master Policy : Easton Crossing Condominium Trust, as stated in Article V of the Declaration of Trust, maintains Master Policies of casualty and physical damage (if any) covering only common areas and facilities and certain fixtures within the units. Unit Owners are responsible for obtaining casualty and physical damage insurance for any items not covered by the master insurance policy and for the deductible.

A certificate of the coverage (if any) maintained on behalf of the Owners' Association can be secured by contacting the current Insurance Agent for the Condominium. When you call you should have the following information available in order to expedite your request:

- 1) Unit Owner's Name or New Buyer's Name
- 2) Number of Unit
- 3) Mortgagee name and complete mailing address
- 4) Loan or reference number

Home Owner Policy: It is the sole responsibility of each individual condominium unit owner to insure his/her own unit, personal effects/contents, personal liability, unit improvements to the extent not covered by the master insurance policy and coverage for the Association's deductible (usually \$5,000 - \$10,000 per unit/per claim for property damage).

All Unit Owners must purchase an insurance policy covering items not covered under the Master Insurance Policy and must require tenants to carry an HO-4 tenants policy. Your agent will need to know that a Master Policy does not provide coverage for damage to certain items within your unit and certain causes of loss are not covered by its Master Insurance Policy (e.g. earthquake and flood).

We strongly recommend the basic policy be endorsed to add HO32 coverage which extends perils insured against from a "named peril" basis to so called "all risk" coverage although some limitations still remain. This coverage will provide the Owner with coverage for the Association's deductible. Discuss particulars with your agent. Home Owners should also consider HO35 - Loss Assessment Coverage.

These comments are intended only as a guide for unit owners to assist them in developing a proper personal insurance program. We recommend to all unit owners to review their own personal insurance requirements with their insurance agent or advisor.

Liability: Liability insurance is the responsibility of Unit Owners and must be carried by each unit owner and tenants.

EASTON CROSSING CONDOMINIUM TRUST

ATTACHMENT 3 SWIMMING POOL RULES

1. The swimming pool is for the sole use of the residents and occasional guests. All guests must be accompanied by a resident. Excessive use by guests may result in revocation of pool use privileges. Guests are allowed at the sole discretion of the Trustees. Pool passes must be shown upon signing in. There will be a \$3 replacement charge for lost passes. Guests will be charged a guest fee at the current rate.
2. No pool parties are allowed.
3. All persons using the pool do so at their own risk and sole responsibility as the Trustees does not assume responsibility for any accident or injury in connection with such use. Pool attendants may be provided, but only as a convenience, and are not liable for the safety of residents or guests. Pool attendants will not baby sit, nor clean up after residents or guests.
4. In consideration of the use of the pool as an added facility, residents and their guests make no claim against the Trustees for loss of life, limb, or property. Prior to using the pool each resident must sign an agreement specifying acknowledgment of such indemnification.
5. Depending on weather conditions, the pool will be open from 8:00 a.m. to 8:00 p.m. seven days a week, unless the Trustees determine otherwise. In addition, the pool may be closed at any time due to operational difficulties.
6. Children under 12 must be accompanied by an adult at all times.
7. Admission will be denied to anyone wearing bandages or with skin abrasions or communicable diseases. Children in diapers must wear rubber/plastic pants.

8. The use of mattresses and floats are not permitted. Water wings are permitted only as safety devices for small children. Strollers/carriages are not permitted in pool area.
9. Running, pushing, ball playing or other disturbances in or about the pool area are not allowed. No diving is allowed. Residents and guests must not disturb other residents or guests.
10. Anyone using the pool must take a cleansing bath or shower first.
11. No bottles, glass containers or food are to be brought into pool area.
12. No foreign objects (rocks, bottles, etc.) are to be thrown in the pool. Responsible parties will be held accountable for all damages to the pool equipment.
13. The Trustees reserve the right to refuse entry and or to deny pool privileges to anyone at its sole discretion for failure to abide by these rules and regulations. Failure to abide by Pool Attendants' requirements will result in immediate loss of pool privileges. Residents must also abide by all town, federal or state regulations in effect.

EASTON CROSSING CONDOMINIUM
EXHIBIT B

Unit Owner Maintenance Obligation

WHEREAS, the Unit Owners are entitled to exclusive possession of their respective Units pursuant to M.G.L. c. 183A, § 4, and also have the responsibility to properly maintain and repair their respective Units pursuant to Article V, Section 5.2 of the Declaration of Trust.

WHEREAS, the Board seeks to ensure that the Condominium, including the Units, are properly maintained so to prevent mold growth on the Condominium premises;

WHEREAS, it is essential that any moisture and water intrusion be promptly addressed to inhibit the growth of mold;

WHEREAS, it is critical that the Board be alerted immediately to the first signs of water intrusion within a Unit or the common areas of the Condominium to prevent and/or minimize the spread of water intrusion and moisture-related conditions to the Common Elements, the affected Unit and other Units in the Condominium;

WHEREAS, the Unit Owners, having the exclusive possession of their respective Units, are solely able to observe any evidence of water intrusion, excessive moisture and/or corresponding mold growth within said Units; and

WHEREAS, there is a need to establish both orderly and uniform procedures to address moisture and water intrusion in Units and common areas for the purpose of protecting the Units and Common Elements of the Condominium.

NOW, THEREFORE, that the following obligations are the responsibility of each Unit Owner at the Condominium:

1. Unit Owners shall be responsible to keep up and maintain their Units in a dry and clean manner and state, with a minimum air temperature within the Unit of not less than 55° degrees Fahrenheit and, for any Unit with a cooling system, a maximum air temperature of not greater than 77° Fahrenheit. Indoor relative humidity must be maintained between 30% and 55 % at all times.
2. Unit Owners shall be responsible to:
 - (i) clean and dust the surfaces within a Unit on a regular basis;
 - (ii) immediately remove visible moisture accumulation on windows, windowsills and any other surfaces within the Unit;

- (iii) immediately clean, dry and disinfect all liquid spills or leaks within the Unit;
- (iv) not block or cover any heating, ventilation or air-conditioning ducts and keep furniture and furnishings away from such ducts;
- (v) engage a professional remediation company to mitigate any damage to the Unit resulting from leaks or spills;
- (vi) replace water heaters prior to the end of the warranty period;
- (vii) use braided metal hoses or high pressure equivalent on washing machines, if any;
- (viii) utilize licensed plumbers and electricians for any plumbing or electrical work within the unit;
- (ix) properly maintain, caulk, repair and replace all windows and skylights serving the unit to ensure they remain free of leaks or condensation; and
- (x) notify the Board in writing of a contact person and emergency number if they are away from the unit for a period of two (2) days or more.

3. Unit Owners shall be solely responsible to ensure that any vents or exhaust fans serving the Unit are vented properly to the exterior including, without limitation, bath exhaust vents, stove vents and laundry dryer vents. In the event they are not properly vented, the Unit Owner shall repair the same, obtaining the written consent of the Board prior to undertaking any work in the common areas. In addition, Unit Owners shall be solely responsible to inspect, clean and maintain (including changing filters), at least annually, all such vents and exhaust fans.

4. Unit Owners are required to report immediately, in writing, delivered to the Board:

- (i) any evidence of water leak or water infiltration or excessive moisture in the Unit or common areas;
- (ii) any evidence of mold or fungi growth within the Unit that cannot be completely removed with a common household cleaner; and/or

- (iii) any failure or malfunction of any heating, ventilating or air conditioning system serving the Unit.

5. Unit Owners shall be responsible and liable for any expenses incurred by the Board for the maintenance, repair, replacement, cleaning and remediation to repair the Unit and to remove mold from the Unit in the event the Unit Owner fails to properly and promptly undertake the same. Notwithstanding the foregoing, the Board shall have no obligation to take any action within a Unit, but may do so in its sole discretion. Unit Owners shall allow immediate access to their Unit for such purposes pursuant to Massachusetts General Law, Chapter 183A, §4.

6. Unit Owners shall be responsible and liable for the expenses incurred by the Board for the maintenance, repair, replacement, cleaning and remediation of any damage to, and to remediate and remove mold from the Unit, other Units and the common areas caused by the Unit Owner's failure to maintain his/her Unit, or arising out of, relating to or resulting from the Unit Owner's failure to comply with the terms of this Resolution, the Master Deed, the Trust or the Rules and Regulations or for any other reason caused by the Unit Owner's actions. Such costs shall also include all costs incurred by the Trust, including, but not limited to, expenses for industrial hygienists and attorneys' fees.

7. In order to preserve the life of the septic system, no Unit Owner may install or utilize a garbage disposal and the Trustees have the right to access units to ensure compliance.

8. Unit Owners shall be personally responsible and liable for any fines, costs and attorneys' fees for violations of this Resolution and any damages suffered by the Condominium or other Owners or occupants at the Condominium, including any injuries to persons, arising out of, relating to or resulting from the failure of the Unit Owner to comply with the terms of this Resolution.

9. Any expenses or fines or attorneys' fees charged to a Unit Owner arising out of failure of the Unit Owner to fulfill its obligations hereunder shall constitute a lien against the unit and shall be a personal liability of the unit owner.



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**EASTON CROSSING CONDOMINIUM
SPECIAL AMENDMENT TO MASTER DEED**

KP Easton Crossing Condominiums LLC, a Massachusetts limited liability company with a principal place of business located at 14 Page Terrace, Stoughton, Massachusetts, 02072, being the successor Declarant of Easton Crossing Condominium created by Master Deed dated September 13, 2005 and recorded with the Bristol County North District Registry of Deeds ("Registry") in Book 15183, Page 192, as amended, (the "Master Deed") pursuant to Section 17(c) of said Master Deed in order to comply with the requirement of the Federal National Mortgage Association do hereby amend the Master Deed by adding a new Section 27 as follows:

27. New Fannie Mae Requirements. Notwithstanding anything to the contrary contained in this Master Deed, in order to comply with the legal requirements of the Federal National Mortgage Association, the following provisions shall control and prevail:

1. Any right of first refusal in the condominium project documents will not adversely impact the rights of a mortgagee or its assignee to:
 - a. Foreclose or take title to a condominium unit pursuant to the remedies in the mortgage;
 - b. Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or
 - c. Sell or lease a unit acquired by the mortgagee or its assignee.

Stephen M. Marcus, Esq.
Marcus, Errico, Emmer & Brooks, PC
45 Braintree Hill Office Park, Suite 100
Braintree, MA 02104

RETURN TO

2. Amendments of a material adverse nature to mortgages must be agreed to by mortgagees that represent at least 51 percent of the votes of units that are subject to mortgages.
3. Any action to terminate the legal status of the project after substantial destruction or condemnation occurs or for other reasons must be agreed to by mortgagees that represent at least 51 percent of the votes of the units that are subject to mortgages.
4. Implied approval of mortgagees is to be assumed when a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.
5. Mortgagees and guarantors of the mortgage on any unit in a condominium project shall have the right to timely written notice of:
 - a. Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;
 - b. Any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage;
 - c. A lapse, cancellation, or material modification of any insurance policy maintained by the homeowners' association; and
 - d. Any proposed action that requires the consent of a specified percentage of mortgagees.
6. No provision of the condominium project. No unit owner or any other party shall have priority over any rights of the first mortgagee of the condominium unit pursuant to its mortgage in the case of payment to the unit owner of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.
7. Except as provided in Massachusetts General Laws Chapter 183A, any first mortgagee who obtains title to a condominium unit pursuant to the remedies in the mortgage

or through foreclosure will not be liable for more than six months of the unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title to the unit by the mortgagee.

In all other respects, the Master Deed as hereby amended is hereby ratified and affirmed.

Executed under seal this 27 day of October, 2008.

KP Easton Crossing Condominiums LLC
By: JWK Manager, Inc., Its Manager

By: John W. Keith
John W. Keith, Its President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

Norfolk County, ss.

On this 27 day of October, 2008, before me, the undersigned notary public, personally appeared John W. Keith, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license, or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as, President and Treasurer of JWK Manager, Inc., as Manager of KP Easton Crossing Condominiums LLC.

Roberta L. Gallagher

Notary Public

My Commission Expires: June 25, 2010

Print Notary Public's Name: ROBERTA L. GALLAGHER

Qualified in the Commonwealth of Massachusetts

End of Document

EASTON CROSSING CONDOMINIUM

FIRST AMENDMENT TO MASTER DEED

REFERENCE IS HEREBY MADE to the Easton Crossing Condominium Master Deed dated September 13, 2005, and recorded on September 14, 2005, with the Bristol County Northern District Registry of Deeds ("Registry") in Book 15183, Page 192 (the "Master Deed").

WHEREAS, the Declarant is desirous of amending the Master Deed to describe the land that will be the subject of "Phase 2" of the Condominium, as described in Section 13 of the Master Deed ("Rights Reserved to Declarant").

WHEREAS, the Declarant is also desirous of amending the Master Deed to correct an inaccurate boundary call set forth in Schedule A ("Legal Description of the Land") attached to the Master Deed.

NOW, THEREFORE, the Declarant does hereby in accordance with Section 17 of the Master Deed ("Amendments of Master Deed") amend the Master Deed as follows:

1. The seventh call of the legal description set forth in Schedule A ("Legal Description of the Land") attached to the Master Deed, which seventh call reads "N17-03-05, 356.24 feet; thence", shall be revised so that it reads: "N17-03-50, 356.24 feet; thence".

Except as specifically modified and amended by this First Amendment to Master Deed, all of the terms and provisions of the Master Deed shall remain in full force and effect.

EXECUTED UNDER SEAL this 9 day of October 2008.

DECLARANT: Easton Crossing, LLC

By: Yule Development Co. Inc.,
its Manager

By: *Christopher Yule*
Christopher Yule, President and
Treasurer



COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 8th day of October, 2008, before me, the undersigned notary public, personally appeared Christopher C. Yule, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license, or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose.



Notary Public
My Commission Expires: _____
Print Notary Public's Name: _____
Qualified in the Commonwealth of Massachusetts

 **DAVID H. ABBOTT**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
February 8, 2013

COLLATERAL ASSIGNMENT

Reference is made to the Master Deed (the "Master Deed") dated September 15, 2005, recorded at the Bristol County North District Registry of Deeds in Book 15183, Page 192, as amended by First Amendment to Master Deed dated as of October 9, 2008 and recorded herewith (the "Master Deed") creating the Easton Crossing Condominium, as amended (the "Condominium").

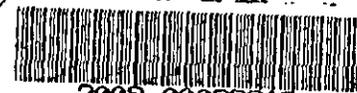
Reference is made also to a Deed and Assignment of Declarant's Rights of Easton Crossing, LLC, a Massachusetts limited liability company with a principal place of business at 942 Beacon Street, Newton Centre, Massachusetts 02459 (the "Declarant") to KP Easton Crossing Condominiums LLC (the "Grantee") dated October 9, 2008, recorded herewith, conveying certain units in the Condominium to KP Easton Crossing Condominiums LLC (the units conveyed by said deed being hereinafter referred to as the "Units"), and to two mortgages (the "Mortgages") from the Grantee to South Shore Savings Bank, having its principal place of business at 1530 Main Street, South Weymouth, Massachusetts 02190 (the "Bank"), both of which are dated October 9, 2008 and are recorded herewith, mortgaging the Units to the Bank.

For One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as collateral security for the payment of the obligations secured by the Mortgages, the Declarant and Grantee hereby assign to the Bank, with respect to the Units and each of them, all of the Declarant's rights under or with respect to Section 12.M of the Master Deed and any other provision of the Master Deed, the declaration of trust creating the organization of unit owners of the Condominium, the by-laws of the organization of unit owners of the Condominium or any other document creating, governing or regulating the Condominium or relating to the units therein or any of them, granting rights to the Declarant of the nature granted or purported to be granted by Section 12.M of the Master Deed (Section 12.M of the Master Deed and any such other provisions being hereinafter referred to as the "Brokerage Provision"), and the parties hereby agree that the Brokerage Provision shall not be applicable in whole or part to any sale, conveyance, transfer or other disposition of the Units or any of them occurring in connection with or subsequent to the exercise of the rights of the Bank under the Mortgages or either of them, whether by way of foreclosure, deed-in-lieu or otherwise.

The Declarant and Grantee warrant and represent to the Bank that neither has made no other assignment, transfer or disposition of all or any of its rights under or with respect to the Brokerage Provision and that each has the right, power and authority to assign said rights to the Bank and to enter into the within agreement.

This instrument shall be binding on and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

(signature page to follow)



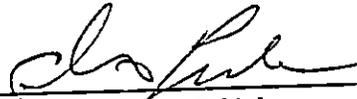
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Executed under seal this 9 day of October, 2008.

EASTON CROSSING, LLC

By: Yule Development Co., Inc.
Its Manager

By: 
Name: Christopher C. Yule
Title: President

KP EASTON CROSSING CONDOMINIUMS LLC

By: JWK MANAGER INC.
Its: Manager

By: _____
John W. Keith
Its President and Treasurer

SOUTH SHORE SAVINGS BANK

By: _____
Thomas Gillen, Vice President

Executed under seal this 9th day of October, 2008.

EASTON CROSSING, LLC

By: Yule Development Co., Inc.
Its Manager

By: _____
Name: Christopher C. Yule
Title: President

KP EASTON CROSSING CONDOMINIUMS LLC

By: JWK MANAGER INC.
Its: Manager

By: John W. Keith
John W. Keith
Its President and Treasurer

SOUTH SHORE SAVINGS BANK

By: Thomas Gillen
Thomas Gillen, Vice President

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 24th day of October, 2008, before me, the undersigned notary public, personally appeared Christopher C. Yule, as President of Yule Development Co., Inc., as Manager of Easton Crossing, LLC, proved to me through satisfactory evidence of identification, which was known to me, 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.

Laura A. Cadogan
Notary Public

My Commission Expires: 11/05/10



LAURA A. CADOGAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 5, 2010

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this ___ day of October, 2008, before me, the undersigned notary public, personally appeared John W. Keith, as President and Treasurer of JWK Manager, Inc., as Manager of KP Easton Crossing Condominiums LLC, proved to me through satisfactory evidence of identification, which was _____, 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.

Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this ___ day of October, 2008, before me, the undersigned notary public, personally appeared Thomas Gillen, as Vice President of South Shore Savings Bank, proved to me through satisfactory evidence of identification, which was _____, 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.

Notary Public

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

_____ ss.

On this ___ day of October, 2008, before me, the undersigned notary public, personally appeared Christopher C. Yule, as President of Yule Development Co., Inc., as Manager of Easton Crossing, LLC, proved to me through satisfactory evidence of identification, which was _____, 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.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 9th day of October, 2008, before me, the undersigned notary public, personally appeared John W. Keith, as President and Treasurer of JWK Manager, Inc., as Manager of KP Easton Crossing Condominiums LLC, proved to me through satisfactory evidence of identification, which was a mess. Dennis Nurse, 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.

Chyryf

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

 CHRISTOPHER J. CURRIER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 23, 2015

Suffolk, ss.

On this 9th day of October, 2008, before me, the undersigned notary public, personally appeared Thomas Gillen, as Vice President of South Shore Savings Bank, proved to me through satisfactory evidence of identification, which was a mess. Dennis Nurse, 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.

Chyryf

Notary Public
My Commission Expires:

 CHRISTOPHER J. CURRIER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 23, 2015