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DECLARATION OF TRUST
OF
ROBINWOOD KNOLL CONDOMINIUM TRUST

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Declaration of Trust of Robinwood Knoll Condominium Trust made this 25th day of June, 1982, by Michael J. Tack and Jeffrey A. Cohen, both of Brookline, Norfolk County, Massachusetts, hereinafter called the trustees. The words trustee or trustees wherever used in this instrument shall extend to and include the trustee or trustees for the time being howsoever appointed, except where otherwise provided.

1. All real and personal property of every kind and character, together with any income or proceeds therefrom, the foregoing being hereinafter called the trust property, which the trustees have at this time acquired or may at any time hereafter acquire in their capacity as trustees, shall be held by them in trust for the benefit of the owners of the fourteen dwelling units of Robinwood Knoll Condominium, hereinafter called unit owners, located on the land described in the Master Deed creating Robinwood Knoll Condominium to be recorded herewith. Trust property shall be held in trust through the powers set forth in this instrument and the authorized by-laws thereof as they may be amended from time to time, subject to the conditions, restrictions and reservations placed thereon by this Declaration of Trust, its by-laws as amended, and G.L. c.183A.

2. This Trust is created under G.L. c.183A as the organization of unit owners owning units in Robinwood Knoll Condominium, and the owner of each unit shall, upon his acquisition of a unit, become a beneficiary. Upon the transfer of a unit, the transferor shall cease to be such beneficiary. No one except a unit owner shall be a beneficiary. All acts of the trustees hereunder may be done under the name of Robinwood Knoll Condominium Trust.

The trustees shall hold the trust property in accordance herewith for the benefit of the owners of the fourteen constituent units, their respective personal representatives, successors, or assigns. Said owners from time to time, being the beneficiaries hereof, are each entitled for each unit, as shown on the set of plans entitled "Robinwood Knoll Condominium" by Donald H. Cohen, Registered Architect, recorded herewith, to an undivided proportionate percentage interest in the trust property in accordance with the following table:

Unit W-1	4.24%
Unit W-2	4.24%
Unit 1	7.64%
Unit 2	6.59%
Unit 3	7.53%
Unit 4	6.71%
Unit 5	8.46%
Unit 6	8.24%
Unit 7	7.76%
Unit 8	6.82%
Unit 9	8.47%
Unit 10	8.24%
Unit 11	8.00%
Unit 12	7.06%

The principal place of business of the trust shall be at 48 Robinwood Avenue, Boston (Jamaica Plain), Massachusetts 02130, or such other place as the trustees may from time to time select.

3. This Trust is organized for the purposes of maintaining, managing, regulating and preserving Robinwood Knoll Condominium, which is created under G.L. c.183A. It shall be the duty of the trustees to act on behalf of the owners of the units in the Condominium, and said trustees shall manage and regulate the Condominium and its property and perform all services, duties, responsibilities and functions required or permitted by said G.L. c.183A, and this Declaration of Trust, in accordance with the powers set forth in G.L. c.183A, Section 10 and this Declaration of Trust.

In addition to all the powers of the Trustees set forth in said G.L. c.183A, and subject thereto but without limiting the generality of any grants of power herein contained, the trustees shall have the following specific powers: to deposit, invest, or deal with monies forming a part of the trust estate; to improve, repair, repaint, and restore any part of the trust real estate or the common areas and facilities of the Condominium as the same are defined in said G.L. c.183A; to collect, sue for, receive all sums of money due the trustees, and to settle and compromise any claims at any time made against the trust or existing between the trust and any of the unit owners; and with the approval of seventy-five (75%) percent in interest of the unit owners, to borrow money, and in connection therewith to execute notes and mortgages or other instruments securing the same.

4. The trustees shall at all times act in the service of the Condominium so as to promote and preserve the purposes for which it was formed; to wit: to provide and insure dignified, peaceful, and harmonious residential accommodations and common facilities and areas to be used for the benefit of the unit owners, their families and guests, and their successors in interest or assigns.

5. The trustees shall be three in number except as hereinafter provided. They may act with or without a meeting. No trustee shall be required to give bond, security, or surety in any form.

The trustee for whose office there is a vacancy, shall be elected by a majority in interest of the unit owners at the annual meeting of unit owners or a special meeting in lieu thereof by ballot of the unit owners.

The term of office of each trustee hereunder excepting the original trustee shall be for three years. The term of office of Michael J. Tack and Jeffrey A. Cohen as such original trustees shall expire on June 30, 1983. Within thirty (30) days after title to nine units of the condominium has been conveyed by Michael J. Tack and Jeffrey A. Cohen or one year following the conveyance of the first condominium unit, whichever is sooner, a third trustee from among the unit owners shall be elected at a special meeting of the unit owners held for that purpose, whose term shall expire on June 30, 1984. At the first annual meeting of the unit owners subsequent to the election of the second trustee, a third trustee shall be elected from among the unit owners for a term expiring on June 30, 1985. Commencing June 30, 1983, a trustee shall be elected annually as vacancies occur by reason of the expiration of a trustee's term of office. There shall be recorded with Suffolk Deeds on each occasion of the election of a new trustee, a certificate to that effect executed by any previously elected trustee then in office.

Any trustee except the original trustee may be removed from office by the affirmative vote of three-quarters in interest of all of the unit owners at a meeting called for such purpose on not less than seven days written notice. Any trustee may

resign by filing a written resignation with the trustees, which shall take effect upon recording with Suffolk Deeds.

6. The trustee has enacted by-laws governing the management and regulation of the Condominium, and provision for amendment thereof shall be made. Such by-laws and amendments thereto shall become a part of this declaration of trust and binding upon trustees and individual unit owners.

7. Except as otherwise specifically provided herein or in the by-laws, as the same may be amended, the trustees shall have full control over the common areas and facilities of the Condominium as such areas and facilities are defined in G.L. c.183A, Section 1, and the Master Deed. Their rights, powers, and obligations shall include those enumerated in G.L. c.183A necessary to the proper management and regulation of the Condominium.

8. The trustees shall have the power to employ, elect, and remove from office any attorneys, officers, managers, and other agents and servants. A trustee may be so employed, elected or appointed, but his removal from such office shall not constitute removal of him as a trustee. Such officers, attorneys, managers, agents or servants shall have such duties and powers as shall be from time to time designated by the trustees. No trustee shall be liable for the act or neglect of any agent, officer, manager, attorney, or other person so appointed, employed, or designated unless such act is also a willful breach on the part of the trustee. The trustees shall keep accurate books of account and a complete copy of the by-laws, including any amendments thereto, and shall fully comply with the provisions of G.L. c.183A, Section 10(d) with respect to reports and records.

9. Any trustee may by written instrument signed, acknowledged, and delivered to the other trustees resign his office, and such resignation to be effective upon the recording of said instrument with Suffolk Deeds. There shall always be at least two trustees except as in Article 5 provided, and any vacancy in the office of trustee may be filled temporarily by appointment of an acting trustee by the remaining trustee or trustees, such appointment to take effect upon the recording of a written instrument signed by the appointed trustee or trustees and recorded with the Suffolk Deeds, or by action of the unit owners at a special meeting called for that purpose. The acting trustee so appointed shall have all the powers and duties of his predecessor and shall serve until the next annual meeting of the unit owners; provided, however, that if such acting trustee shall have been appointed by the remaining trustee or trustees, he may be replaced prior to the next annual meeting of the unit owners by a trustee elected by the unit owners at a special meeting called for that purpose. Upon the resignation, decease, incapacity or removal of any trustee, the title of the outgoing trustee shall vest in the remaining trustee or trustees, and upon the filling of any vacancy, the title to the whole trust property shall vest jointly in those who shall then be trustees hereunder. Trustees shall be liable only for willful breach of trust, and no trustee shall be liable as such trustee except for his own acts.

Except as otherwise provided herein or in the by-laws, neither the trustees nor their agents or employees shall have power to bind the unit owners personally, and all unit owners, and all persons or corporations or other entities extending credit to, contracting with, or having any claim against the trustees or the trust property shall look only to the funds and property of the trust for payment of such obligations or claims, so that neither the trustees nor the beneficiaries shall be personally liable therefor, except as specifically provided in this instrument and G.L. c.183A, Section 13, and in the by-laws.

In every note or contract for the payment of money borrowed by, and in every other written contract of, the trust, it shall be the duty of the trustees or other officers or agents expressly to stipulate that neither the trustees nor any officer or agent nor the unit owners shall be held to any personal liability under or by reason thereof.

10. The trustees shall not be entitled to compensation for their services but shall be reimbursed for all out-of-pocket expenses incurred for the benefit of the Condominium.

11. The trustees may from time to time alter or amend this declaration of trust in any respect by written instrument signed and acknowledged by the trustees and assented to by seventy-five (75%) percent in interest of the unit owners, except that the undivided proportionate interest in the trust property of any unit owner shall not be changed without his written consent. No such amendment shall affect any person not having actual notice thereof, until recorded with Suffolk Deeds.

12. Any trustee, beneficiary, officer or agent of this trust, or any firm, trust, corporation, concern, or estate in which he is interested as a member, trustee, director, officer, beneficiary, shareholder, agent, fiduciary, or otherwise, may sell to, buy for, contract with, and otherwise deal with this trust as freely and effectually as though no interest or fiduciary relationship existed, and the trustee hereunder shall have power to exercise or concur in exercising all powers and discretion given to them hereunder or by law, notwithstanding that they, or any of them, may have a direct or indirect interest, personally or otherwise, in the mode, result, or effect of exercising such powers of discretion.

13. Any trustee except the original trustee may be removed from his office by a vote of seventy-five (75%) percent in interest of the unit owners at a meeting duly called for such purpose on not less than seven (7) days written notice to all unit owners. A successor trustee shall be chosen in the manner provided for above.

14. The unit owners shall be responsible for the proper maintenance and repair of the interior of their respective units. If a majority of the trustees then in office shall at any time in their reasonable judgment determine that the interior of a unit, including without limitation, main and pipes for water and gas, drains, and electrical conduits, but excluding common facilities of the Condominium, is in such need of maintenance, painting, or repair that the market value of an adjacent unit or units is being adversely affected, or that the condition of a unit or any fixtures, furnishings, facility or equipment thereof is hazardous to any unit or the occupants thereof, the trustees shall in writing request the unit owner to perform the needed maintenance, painting, or repair or otherwise to correct the hazardous condition, and in case such work shall not have been commenced within fifteen (15) days, or such reasonable shorter period in case of emergency as the trustees shall determine, of such request and brought to diligent completion, the trustees shall be entitled to have access to the unit and to have the work performed for the account of such unit owner whose unit is in need of work, and the cost thereof shall constitute a lien upon such unit, and such unit owner shall be personally liable therefor; provided that the lien created by this paragraph shall be subordinate to first mortgages of record.

15. This trust may be terminated by a vote of seventy-five (75%) percent in interest of the unit owners at a meeting duly called for such purpose on not less than seven (7) days written notice to all unit owners and the consent of the holders of all liens upon any of the units affected. Such termination shall become effective upon the recording with Suffolk Deeds of a certificate of such action and consents.

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Upon termination, the trustees may, if necessary, manage, deal with, sell and dispose of the trust property, including the good will, in such manner as they may deem advisable, with power to receive as part or full consideration for any such sale, assignment or transfer the securities or obligations of any other partnership, association, trust, individual or corporation, and the power to distribute in such manner as they deem equitable the trust property, or the proceeds thereof, in kind or in cash, or partly in kind and partly in cash, to and among the unit owners in accordance with their respective rights as defined in this instrument and any amendment thereof. As a condition of any distribution to unit owners, the trustees may require such indemnity or releases as they may deem necessary for their protection, and may before distribution withhold or deduct such sums as they deem necessary to pay and discharge all debts, liabilities and obligations of the trust.

16. A certificate signed by Michael J. Tack and Jeffrey A. Cohen as trustees of record hereunder or by any two persons appearing of record to be trustees of this trust and recorded with Suffolk Deeds as to any facts with relation to the trust, including the names of the then trustees, shall be binding and conclusive as to all person dealing with the trust in reliance thereon. An instrument signed by Michael J. Tack and Jeffrey A. Cohen as trustees hereunder or by any two persons appearing of record to be trustees of the trust may be relied on as conclusively establishing that such instrument was duly authorized and the free act of the trust and shall be binding upon the trust when recorded.

17. This instrument shall at all times be governed and construed by the laws of Massachusetts.

In witness whereof, we, Michael J. Tack and Jeffrey A. Cohen, have set our hands and seals to this declaration of trust establishing Robinwood Knoll Condominium Trust on the day and year first above written.

Michael J. Tack, Trustee
Michael J. Tack, Trustee as aforesaid

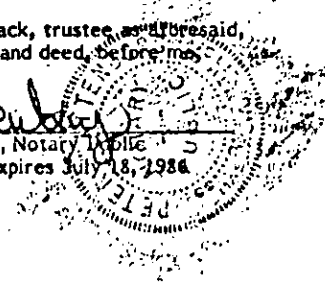
Jeffrey A. Cohen, Trustee
Jeffrey A. Cohen, Trustee as aforesaid

Commonwealth of Massachusetts
Suffolk County

June 25, 1982

Then personally appeared the above named Michael J. Tack, trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me.

Peter Wittenborg
Peter Wittenborg, Notary Public
My commission expires July 18, 1986



MASSACHUSETTS DEPARTMENT OF REVENUE
STATE TAX COLLECTOR
TRAFFIC DIVISION
2510 SOUTH ST. LAWRENCE, MA 01840