



**DECLARATION OF TRUST
OF THE
182 MAPLEWOOD STREET CONDOMINIUM TRUST**

THIS DECLARATION OF TRUST made this 12th day of **December**, 2013, by Adrienne Rau and Olend Kondakciu, (hereinafter called "Trustee or "Trustees", which term and any pronoun referring thereto shall be deemed to include their successors in trust hereunder and to mean the trustee or trustees for the time being, wherever the context so permits).

ARTICLE I

The Trust's Name, Purpose, and By-Laws

Section 1.1. Name of Trust. The Trust shall be known as the "182 MAPLEWOOD STREET CONDOMINIUM TRUST" and under that name, so far as legal, convenient and practicable, all business shall be carried on by the Trustees and all instruments shall be executed by the Trustees. The name and the word "Trust," whenever used in this Declaration of Trust, except where the context otherwise requires, shall refer to the Trustees in their capacity as Trustees, and not individually or personally, and shall not refer to the officers, agents or employees of the Trust or to the Unit Owners.

Section 1.2. Declaration of Trust and Purpose. The Trustees hereby declare that they hold all of the rights and powers in and with respect to the common areas and facilities (the "Common Elements") of the 182 MAPLEWOOD STREET CONDOMINIUM (the "Condominium") established by the Master Deed, of even date and filed herewith, which are by virtue of provisions of Chapter 183A of the Massachusetts General Laws, as amended, ("Chapter 183A") conferred upon or exercisable by the organization of Unit Owners of the Condominium, and all other property, real and personal, tangible and intangible, rights, interests, powers, duties and responsibilities conveyed to them as Trustees hereunder or under the Master Deed, as joint tenants with the right of survivorship, in trust to exercise, manage, administer and dispose of the same and to receive the income thereof for the benefit of the owners of record from time to time of Units of the Condominium (said Units being hereinafter called the "Units" and said owners being hereinafter called the "Unit Owners"), according to the schedule of undivided beneficial interest in the Common Elements (hereinafter referred to as the "Beneficial Interests") as provided in Section 3.1 hereof and in accordance with the provisions of Chapter 183A, this Trust being the organization of the Unit Owners established pursuant to the provisions of Section 10 of Chapter 183A for the purposes therein set forth.

Section 1.3. Trust Relationship. It is hereby expressly declared that a trust (and not a partnership, corporation or joint venture) is hereby created. The Unit Owners are beneficiaries and not partners or associates or in any other relations whatever between and among themselves with respect to the Trust property, hold no relation to the Trustees other than that of beneficiaries of

this Trust and have only those rights as are conferred upon them as beneficiaries hereunder and under and pursuant to the provisions of Chapter 183A.

Section 1.4. By-Laws. Article V of this Declaration of Trust, as from time to time amended, shall be and comprise the By-Laws of the Condominium and of the Trust.

ARTICLE II

Definitions

As used in this Declaration of Trust, the following terms shall have the following meanings unless the context hereof otherwise requires:

"Appurtenant Interests" shall have the meaning set forth in Section 6.1 hereof.

"Beneficial Interests" shall have the meaning set forth in Section 1.2 above and Section 3.1 hereof.

"Building" shall mean the building which contains the Units and which is more particularly described in the Master Deed.

"By-Laws" shall mean the provisions of Article V of this Trust, as the same may be amended from time to time.

"Chapter 183A" shall mean Chapter 183A of the General Laws of Massachusetts, as amended from time to time.

"Common Charges" shall mean all charges hereinafter made by this Trust to the Unit Owners.

"Common Elements" shall mean the common areas and facilities of the Condominium as described and designated in the Master Deed.

"Common Expenses" shall mean the expenses of administration, operation, maintenance, repair or replacement of the Condominium and the Common Elements, expenses declared Common Expenses herein or by Chapter 183A, and betterment and other assessments referred to in Chapter 183A which are assessed to the Trustees.

"Common Profits" shall mean the balance of all income, rents, profits and revenues from the Common Elements after the deduction of the Common Expenses.

"Condominium" shall mean the 182 MAPLEWOOD STREET CONDOMINIUM submitted by the Master Deed to the provisions of Chapter 183A.

"Declaration of Trust" shall mean this Declaration of Trust as the same may be amended,

restated or modified from time to time. References in this Declaration of Trust to "hereof," "herein" and "hereunder" shall be deemed to refer to this Declaration of Trust and shall not be limited to the particular text, article or section in which such words appear.

"Master Deed" shall mean the Master Deed of the land and building known and numbered as 182 Maplewood Street, Watertown, Massachusetts, of even date and recorded herewith, which subjects the Condominium to Chapter 183A, as such Master Deed may be amended, restated or modified from time to time.

"Municipality" shall mean the City of Watertown.

"Person" or "persons" shall mean any person or persons, whether acting in an individual, representative or fiduciary capacity, and any firm or firms, corporation or corporations, partnership or partnerships, and any legal entity or entities whatsoever, except as otherwise specifically provided.

"Property" shall mean the properties and assets subjected to Chapter 183A by the Master Deed and any addition or additions thereto and any and all property, whether real, personal or mixed, tangible or intangible, held by the Trustees under the terms and provisions of this Trust on behalf of the Trust.

"Registered Mortgagee" shall mean any holder of a mortgage on a Unit whose name and address have been furnished to the Trustees.

"Registry" shall mean the Middlesex South Registry of Deeds.

"Sponsor" shall mean Adrienne Rau and Olend Kondakciu of Watertown, Massachusetts, including without limitation successors in interest through mortgage foreclosure or deed in lieu thereof and Sponsor's nominee, if any, nominated as provided in Section 10.3 hereof.

"Superior Court" shall mean the Superior Court of Middlesex South County.

"Trust" shall have the meaning set forth in Section 1.1 hereof.

"Trustees" shall have the meaning set forth at the beginning of this Declaration of Trust.

"Unit" shall mean any Unit in the Condominium as described in the Master Deed and in Section 1.2 above.

"Unit Deed" shall mean the deed of a Unit to a Unit Owner.

"Unit Owner" shall have the meaning set forth in Section 1.2 hereof.

"Unit Representative" shall have the meaning set forth in Section 3.2 hereof.

ARTICLE III

Unit Owners

Section 3.1. Beneficial Interests. The beneficiaries of the Trust shall be the Unit Owners from time to time. The total Beneficial Interests in the Trust shall be divided among the Unit Owners in the percentage of their undivided interest in the Common Elements appertaining to the Units, as set forth in Schedule A attached hereto and incorporated herein by reference, as the same may be amended.

Section 3.2. Beneficial Interest Held by One Person. The Beneficial Interest of each Unit shall be held and exercised as a whole and shall not be divided among several owners of the Unit. To that end, whenever any Unit is owned of record by more than one person, the several owners of such Unit shall designate, by a notice in writing to the Trustees signed by all of the record owners of such Unit, one of the owners or occupants of the Unit to represent that Unit (hereinafter, the "Unit Representative"), and the Unit Representative shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights hereunder appertaining to such Unit which are granted to the Unit Owner, all as if the Unit Representative were the sole Unit Owner. The designation shall take effect upon receipt by the Trustees of such notice of designation signed by all of the Unit's Owners, and the designation may from time to time be changed or revoked by written notice signed by any one or more of the Unit's Owners. In the absence of an effective Unit Representative designation, the Trustees may from time to time designate, by written notice to all owners of the Unit, any one of such Unit's owners for such purposes. Any notices which are given hereunder to Unit Owners shall be effective if properly given to the Unit Representative.

Section 3.3. Annual Meeting. The first annual meeting of the Unit Owners shall be held within sixty (60) days after that date on which Sponsor ceases to own any portion of the Beneficial Interest or three (3) years from the date of the recording of the Master Deed, whichever shall first occur, and thereafter annual meetings shall be held on the anniversary of such date in each succeeding year at the Condominium premises or at such other reasonable place and time as may be designated by the Board of Trustees by written notice given to the Unit Owners at least fourteen (14) days prior to the date so designated. If that day is not a business day in Massachusetts, the meeting shall be held on the next succeeding business day. The purposes for which an annual meeting is to be held, additional to those prescribed by law or by this Declaration of Trust, may (but, except as otherwise specifically provided, need not) be specified by the Trustees. At the annual meeting of the Unit Owners, the Board of Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Board of Trustees proposes to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter. A quorum of Unit Owners shall consist of the holders of at least one hundred percent (100%) of the beneficial interest hereunder.

Section 3.4. Special Meeting in Place of Annual Meeting. If no annual meeting has been held in accordance with the foregoing provisions, a special meeting of the Unit Owners may be held in

place thereof, and any action taken at such special meeting shall have the same force and effect as if taken at the annual meeting, and in such case all references herein to the annual meeting of the Unit Owners shall be deemed to refer to such special meeting. Any such special meeting shall be called as provided in Section 3.5 hereof.

Section 3.5. Special Meeting. A special meeting of the Unit Owners may be called at any time by the Trustees. Upon written application of both Unit Owners the Trustees shall call a special meeting. Written notice of any such meeting (including a special meeting in place of an annual meeting) designating the place, day and hour thereof shall be given by the Board of Trustees and to the other Unit Owners at least fourteen (14) days prior to the date so designated. A Unit Owner shall be able to call for a special meeting unilaterally if the other Unit Owner blocks a vote for a special meeting unreasonably or in bad faith.

Section 3.6. Place of Meeting. All meetings of the Unit Owners shall be held at any place in the Municipality as the Trustees may designate by written notice to all Unit Owners and each Registered Mortgagee. Any adjourned session of any meeting of the Unit Owners shall be held at the same location as the initial session or at such other location as is consistent with the foregoing and as may be designated in the vote of adjournment.

Section 3.7. Notice of Meetings. A written notice of each meeting of the Unit Owners, stating the place, date and hour and the purposes (except as otherwise provided herein) of the meeting, shall be given at least seven (7) days before the meeting to each Unit Owner, by leaving such notice with him or her at his residence or usual place of business, or by mailing it, postage prepaid, addressed to such Unit Owner at his address as it appears in the records of the Trust, and to each Registered Mortgagee, by mailing it, postage prepaid, to such mortgagee at its usual or last known address. Such notice shall be given by the Trustees. No notice of any meeting of Unit Owners need be given to a Unit Owner or mortgagee if a written waiver or notice, executed before or after the meeting by such Unit Owner or mortgagee, as the case may be, or his or its attorney thereunto duly authorized, is filed with the records of the meeting.

Section 3.8. Quorum of Unit Owners. At any meeting of the Unit Owners, a quorum shall consist of two (2) Unit Owners.

Section 3.9. Action By Vote. Except when a larger vote is required by law, by this Declaration of Trust or by the Master Deed, at any meeting at which a quorum is present, the Unit Owners may act on a question or fill an office by a vote of one hundred percent (100%) of the Beneficial Interest.

Section 3.10. Action by Writing and by Proxy. Any action to be taken by the Unit Owners may be taken without a meeting if all Unit Owners entitled to vote on the matter consent to the action by writings filed with the records of the meetings of the Unit Owners. Such consent shall be treated for all purposes as a vote at a meeting. Unit Owners entitled to vote may vote either in person or by proxy in writing.

ARTICLE IV

Trustees and Officers

Section 4.1. Trustees.

Subsection 4.1.1. Number of Trustees. From and after the Takeover Event (as defined below), the number of Trustees hereunder shall at all times be two (2). The Trustees shall be natural persons, and except for the initial Trustees and those subsequently designated by Sponsor as herein provided, all Trustees shall be Unit Owners. After the occurrence of the Takeover Event, as hereinafter defined, each Unit Owner shall be entitled to appoint a Trustee but in the event any such Unit is owned by more than one individual or by some lawful entity then said individuals acting jointly or said entity, whichever the case may be, shall be entitled to appoint one Trustee. The appointment of a Trustee shall become effective upon the recording with the -D- Registry of Deeds of a Certificate of Appointment signed by the Unit owner appointing such Trustee, however, in the event a Unit Owner fails to appoint a Trustee, then the first Unit Owner named in the Unit Deed shall be conclusively presumed to be the Trustee for that Unit. Trustees designated by Sponsor need not be Unit Owners. Sale of a Unit shall be deemed to be the resignation of the Trustee appointed for such Unit.

Until the occurrence of the "Takeover Event," as hereinafter defined, Sponsor shall have the right to designate and remove, at his sole discretion, all Trustees hereunder. The initial Trustee so chosen by Sponsor is Adrienne Rau and Olend Kondakciu. The Sponsor may so designate any successor Trustees provided, however, that upon the recording of the Unit Deed for any Unit (the "Takeover Event"), Sponsor's right to designate a Trustee for that Unit shall expire and the Trustee so chosen by the Sponsor for that Unit shall be deemed resigned so as to permit it to be filled by the Unit Owners.

Subsection 4.1.2. Acceptance of Trust. Each person hereafter elected or appointed as a Trustee shall sign and acknowledge in the manner required in Massachusetts for the acknowledgment of deeds, an acceptance of such election or appointment which shall be filed in the Registry. The failure to record such acceptance in the Registry shall in no way affect the validity of such Trustee's election or appointment, except as provided in Section 7.1.

Subsection 4.1.3. Tenure. Except as otherwise provided by law or by this Declaration of Trust, the Trustees shall hold office until the next annual meeting of the Unit Owners and until their successors, if any, are elected or appointed and have accepted such election or appointment or until a Trustee sooner dies, resigns, is removed or becomes disqualified.

Subsection 4.1.4. Powers and Duties. The Trustees shall have the powers and duties necessary for the administration of the affairs of the Trust and Condominium and may perform all acts except those which, by law, by the Master Deed or by this Declaration of Trust may not be delegated to the Trustees and the powers and duties of the Trustees shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the Common Elements;
- (b) Preparation of the budget of the Condominium and determination of the Common Elements;
- (c) Collection of the Common Expenses from the Unit Owners;
- (d) Employment, appointment and dismissal of employees and agents of the Trust, including without limitation, managing agent, managers, superintendents, brokers, engineers, architects, accountants, and legal counsel, as necessary or advisable; provided, however, that the Trustees shall not enter into any management agreement or other contract unless it complies with the requirements of Section 5.15;
- (e) Adoption and amendment of Rules and Regulations covering the details of the operation and use of the Common Elements;
- (f) Opening of bank accounts on behalf of the Trust and designating the signatory or signatories required therefor;
- (g) Leasing, managing and otherwise dealing with the Common Elements;
- (h) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to the Trust or purchased by it as the result of enforcement of the lien for Common Expenses, or otherwise;
- (i) Obtaining insurance pursuant to the provisions of Section 5.13 hereof;
- (j) Making repairs, additions and improvements to, or alterations of the Property and repairs to and restoration of the Property in accordance with the other provisions of this Declaration of Trust;
- (k) Enforcing obligations of the Unit Owners, allocating income and expenses, levying reasonable fines against the Unit Owners for violations of the provisions of Article V hereof, and in the case of persistent violation of the Rules and Regulations or of the provisions of Article V hereof by a Unit Owner, requiring such Unit Owner to post a bond to secure adherence thereto. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were Common Charges owed by the particular Unit Owner or Unit Owners;
- (l) Maintaining books, accounts and records of the Condominium; and
- (m) Conducting litigation and being the subject to suit as to any course of action involving the Common Elements or arising out of the enforcement of the by-laws, administrative rules or restrictions in the Master Deed.

(n) Doing anything and everything else necessary and proper for the sound management of the Condominium.

Subsection 4.1.5. Meetings of Trustees. The Trustees shall meet annually on the date of (and immediately following) the annual meeting of the Unit Owners. Other meetings may be called by the Trustees and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting, stating the place, day and hour thereof, shall be given at least seven (7) days before such meeting to each member of the Trustees. Two (2) Trustees shall constitute a quorum at all meetings, and such meetings shall be conducted in accordance with such rules as the Trustees may adopt.

Subsection 4.1.6. Notice to Trustees. It shall be sufficient notice to a Trustee to send notice by mail at least seven (7) days or by a facsimile at least forty-eight (48) hours before the meeting addressed to him at his usual or last known business or residence address or to give notice to him in person or by telephone at least twenty-four (24) hours before the date fixed for the meeting or the event as to which the notice is given. Notice of a meeting need not be given (i) to any Trustee if a written waiver of notice, executed by him before or after the meeting, is filed with the records of the meeting or (ii) to any Trustee who attends the meeting without protesting the lack of notice prior to the meeting or at its commencement. Neither notice of a meeting nor a waiver of a notice need specify the purposes of this meeting.

Subsection 4.1.7. Quorum. At any meeting of the Trustees, two (2) Trustees shall constitute a quorum.

Subsection 4.1.8. Trustees' Action. The Trustees shall act in any matters relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred by a majority vote at any meeting at which a quorum is present. However, in no event shall a majority consist of less two (2) Trustees. Any action required or permitted to be taken at any meeting of the Trustees may be taken without a meeting if written consents to such action are signed by all of the Trustees and such written consents are filed with the records of the meetings of the Trustees. Such consents shall be treated for all purposes as a vote at a meeting.

Section 4.2. Officers and Agents.

Subsection 4.2.1. Enumeration and Qualification. The officers of the Trust shall be such officers, if any, as the Trustees from time to time may in their discretion elect or appoint. The Trust may also have such agents, if any, as the Trustees may from time to time, in their discretion, appoint. Any officer may be, but none need be, a Trustee or a Unit Owner. Any two or more offices may be held by the same person. Any officer may be required by the Trustees to give bond for the faithful performance of his duties to the Trust in such amount and with such sureties as the Trustees may reasonably determine. The cost of any such bond shall be charged as a Common Expense.

Subsection 4.2.2. Powers. Subject to law and to the provisions of this Declaration of Trust, each officer shall have those duties and powers as the Trustees may from time to time designate.

Section 4.3. Resignation, Removals and Compensation. Any Trustee or officer of the Trust may resign at any time by an instrument in writing, executed, acknowledged, and recorded at the Middlesex South Registry of Deeds. The instrument of resignation shall take effect upon the recording thereof. A Trustee (including persons elected by Trustees to fill vacancies but not including any of the original Trustees named at the beginning of this Declaration of Trust and not including any successor Trustees designated by the Sponsor pursuant to Subsection 4.1.1) may be removed from office with or without cause by the vote of Unit Owners, entitled to one hundred percent (100%) of the beneficial interest hereunder, such removal to take effect upon the recording of an instrument in writing, signed and acknowledged by said Unit Owners, at the Registry of Deeds. Notwithstanding anything to the contrary contained herein, Sponsor may remove, with or without cause, notice, or a hearing, any Trustee designated by Sponsor, by instrument in writing signed and acknowledged by Sponsor and recorded in said Registry of Deeds.

The Trustees and any officers of the Trust shall be entitled to be reimbursed for their reasonable expenses. The Trustees and officers shall not receive compensation for services rendered as Trustee or officer, but this shall not preclude any such person from performing any other service for the Trust, legal or otherwise, and receiving compensation therefor.

Section 4.4. Vacancies. Any vacancy in the office of Trustee may be filled by the relevant Unit Owner in accordance with Section 4.1.1 above or, in the absence of Unit Owner action for a period of thirty (30) days, then the first Unit Owner named in the Unit Deed shall be conclusively presumed to be the Trustee for that Unit in accordance with Section 4.1.1 above.

Section 4.5. Indemnification. Each of the Trustees and any officers of the Trust shall be indemnified, both out of the Property and by the Unit Owners, to the extent legally permissible, against any liability and expense, incurred by them or any of them while in office or thereafter, by reason of his being or having been a Trustee or officer (while in office or thereafter), including, without limitation, amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by the Trustee or officer 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, 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 Trust. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any Trustee or officer may be entitled by contract or otherwise under law. As used in this Section, the terms "Trustee" and "officer" include their respective heirs, executors and administrators. Nothing contained in this Section shall affect

any rights to indemnification to which personnel, other than Trustees and officers, may be entitled by contract or otherwise under law.

Section 4.6. Self-Dealing and Trustees' Bonds and Liability. No Trustee or officer of the Trust shall be (i) disqualified by his office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his interest individually or the Trustees' or officer's interest or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any other reason), as vendor, purchaser, manager or otherwise, or (ii) disqualified from voting or liable to account for any profit realized due to any such contracting or dealing or due to his fiduciary relationship hereby established; provided that the Trustee or officer, as the case may be, shall act in good faith and shall have disclosed to all of the Trustees the nature of his interest before the dealing or contract is entered into.

No Trustee shall under any circumstances be held personally liable or accountable for any action taken, suffered or omitted in good faith, for more money or other property than he actually receives, for allowing one or more of the other Trustees to have possession of the Trust books or Property, for honest errors of judgment or mistakes of fact or law, by reason of the existence of any personal interest or gain which has been disclosed to the Trustees or by reason of anything except his own personal and willful malfeasance and default.

No Trustee shall be obligated to give any bond or surety or other security for the performance of any of his duties hereunder, provided, however, that Unit Owners entitled to a majority of the Beneficial Interest may at any time, by instrument in writing signed by them and delivered to the Trustee or Trustees affected, require that any one or more of the Trustees shall give a bond in an amount and with those sureties as shall be specified in the instrument. All expenses incident to any such bond shall be charged as a Common Expense.

ARTICLE V

By-Laws

The provisions of this Article V shall constitute the By-Laws of this Trust and the organization of Unit Owners established hereby, to wit:

Section 5.1. DELETED

Section 5.2. Rules and Regulations. The Board of Trustees may adopt administrative rules and regulations governing the use and operation of Condominium property not in conflict with the Declaration of Trust and of these By-Laws and amendments thereto by a vote of the majority of the Trustees. Such administrative rules and regulations shall be recorded with the secretary and shall be sent to each Unit Owner by registered mail prior to the effective date of their application. Such rules and regulations may be amended from time to time by a majority vote of the members of the Board of Trustees.

Section 5.3. Meetings. Meetings shall be held in accordance with Articles 3 and 4 above.

Section 5.4. Checks, Notes, Drafts, and Other Instruments. Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust must be signed by both Trustees.

Section 5.5. Common Profit, Determination of Common Expenses and Fixing of Common Charges. The Unit Owners shall be liable for Common Expenses and entitled to Common Profits in proportion to their respective Beneficial Interests. The Trustees may, at any time, distribute the Common Profits among the Unit Owners in such proportions. The Trustees shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the Common Charges payable by the Unit Owners to meet the Common Expenses expected to be incurred during the year, after taking into account any undistributed Common Profits from prior years, and shall allocate and assess such Common Charges among the Unit Owners according to their respective Beneficial Interests. The Common Expenses shall include any amounts which the Trustees deem proper for the operation and maintenance of the Property, including, without limitation, amounts required to indemnify the Trustees and/or officers under Section 4.5, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Trustees pursuant to the provisions of Section 5.13, utility charges pursuant to Section 5.20, and amounts for working capital of the Condominium, for general operating reserves, for a reserve for maintenance, repairs and replacements for those portions of the Common Elements which must be replaced on a periodic basis and to make up any deficit in the Common Expenses for any prior year. The Common Expenses may also include any amounts which may be required for the purchase or lease of any Unit by the Trustees, with the consent of the Unit Owners, on behalf of all Unit Owners, pursuant to the provisions hereof, or to pay any other obligation of the Trust. The Trustees shall give timely written notice to each Unit Owner of the amount of the Common Charges payable by him, and shall furnish copies of each budget on which Common Charges are based to all Unit Owners and to the holder of a mortgage of a Unit or any proposed mortgagee thereof so requesting the same in writing. The Board of Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by the provisions of said Chapter 183A.

Section 5.6. Payment of Common Charges. All Unit Owners shall be obligated to pay the Common Charges assessed by the Trustees pursuant to the provisions of Section 5.5, monthly in advance, or at such other time or times as the Trustees shall determine. Liability and responsibility for the payment of Common Charges shall begin to accrue upon the first sale of a Unit by the Sponsor to a bona fide purchaser for value. No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against his Unit subsequent to his sale, transfer or other conveyance of the Unit. Unless waived in writing by the Trustees, a purchaser of a Unit shall be liable for the payment of unpaid Common Charges assessed against the Unit prior to the acquisition by him of the Unit; however, any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage shall not be liable for (and such Unit shall not be subject to) a lien for the payment of Common Charges assessed against the Unit prior to the acquisition of title to such Unit by such first mortgagee.

Section 5.7. Real Estate Tax Assessment and Charges; Effect of Liens. All taxes, assessments and charges which may become liens prior to any first mortgage on any Unit under local law shall relate only to the individual Condominium Unit and not to the Condominium project as a whole.

Section 5.8. Funds. Two funds shall be established within sixty (60) days after the date of the conveyance of the first Unit and shall be maintained in segregated accounts. An Operating Fund shall be established in an amount adequate for the maintenance, repair and replacement of those portions of the Common Areas and Facilities that must be maintained, repaired and replaced on a periodic basis (the "Operating Fund"). Condominium common charges shall be payable into the Operating Fund in regular installments rather than by special assessments. In addition, a Reserve Fund shall be established and maintained in an amount equal to at least a two (2) months estimated common charge for each Unit (the "Reserve Fund"). Upon the initial sale of each unit, the new buyer shall contribute an amount equal to two (2) months estimated common charge for such Unit. The funds so collected shall be transferred to the Trustees to be held in trust on behalf of the Unit Owners for the use and benefit of the Condominium. The purpose of the Reserve Fund is to ensure that there will be cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Amounts paid into the Reserve Fund are not to be considered as advance payment of regular assessments.

Section 5.9. Collection of Assessments. The Trustees shall take prompt action to collect any Common Charge due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof.

Section 5.10. Default in Payment of Common Charges. In the event of default by any Unit Owner in paying to the Trustees the Common Charges, the defaulting Unit Owner shall be obligated to pay interest thereon at the rate of interest per year then applicable for delinquent real estate tax payments in the Municipality from the due date thereof, together with all expenses, including reasonable attorneys' fees, incurred by the Trustees in any proceeding brought to collect the unpaid Common Charges. The Trustees shall have the right and duty to attempt to recover the unpaid Common Charges, interest thereon and the expenses of the proceeding in an action brought against the Unit Owner or by foreclosure of the lien on the Unit as provided in Section 6 of Chapter 183A. Any first mortgagee who obtains title to a Condominium Unit, pursuant to the remedies provided in its mortgage, or foreclosure of its mortgage, will not be liable for such Unit's unpaid dues, common charges, or assessments (including interest and costs of collection and legal fees relating to the collection thereof) which accrue prior to the acquisition of title to such Unit by the mortgagee, provided, however, that notwithstanding the foregoing, such first mortgagee shall be liable for such Unit's unpaid common expenses, costs and attorneys fees as provided in subsection (c) of Section 6 of Chapter 183A as amended by Chapter 400 of the Acts of 1992 and Chapter 1 of the Acts 1993. The lien for common expense assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgagee shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer, provided, however, that the lien for common expense assessments shall be affected by the sale or transfer of a Unit to the extent set forth in subsection(c) of Section 6 of Chapter 183A as amended by Chapter 400 of the Acts of 1992 and

Chapter 1 of the Acts of 1993. Any such delinquent assessments which are extinguished pursuant to the immediate preceding sentence may be reallocated and assessed to all Units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit for liability for, nor the Unit from the lien of any assessments made thereafter.

Section 5.11. Foreclosure of Liens for Unpaid Common Charges. Following a successful action brought by the Trustees to foreclose a lien on a Unit because of unpaid Common Charges, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit, commencing upon the entry of judgment of foreclosure and the Plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Trustees, acting on behalf of all Unit Owners, shall have the power to purchase the Unit at the foreclosure sale and to acquire, hold, lease, mortgage, convey or otherwise deal with (but not to vote the Beneficial Interest appurtenant to) the Unit, provided, however, that if the purchase price for the Unit is more than the amount of the outstanding Common Charges due for the Unit, prior to such purchase, the Trustees shall obtain the written consent of all Unit Owners, other than the Owner of the Unit being foreclosed. The existence of the right to foreclose the lien for unpaid Common Charges shall not preclude the Trustees from suing a Unit Owner personally to recover a money judgment for unpaid Common Charges.

Section 5.12. Statement of Common Charges. The Trustees shall promptly provide any Unit Owner, the holder of any mortgage of a Unit or any proposed mortgagee thereof so requesting the same in writing with a written statement in recordable form of all unpaid Common Charges assessed to the Unit, pursuant to Section 6(d) of Chapter 183A.

Section 5.13. Insurance.

A. The Trustees shall be required to obtain and maintain, to the extent obtainable and permitted by applicable law, master policies of multi-peril type insurance, including casualty and physical damage insurance, for the benefit of the Trustees and all of the Unit Owners, naming as the insured, and with loss proceeds payable to, the Trustees hereunder for all of the Unit Owners and their respective mortgagees, as their interests may appear (hereinafter collectively referred to as the "Insured"). Such insurance shall insure the Building, the Common Elements (including any Common Elements subject to exclusive rights and easements as provided in the Master Deed), all of the installed fixtures, interior walls, alterations, appliances and additions, including carpeting, domestic appliances, wall coverings, cabinetry and plumbing fixtures within any Unit or Common Area, windows, skylights, doors, ceilings, floors and decks; but not including any furniture, furnishings, fixtures or equipment, hereinafter installed or other personal property of the Unit Owners whether within the Units or elsewhere. Such insurance shall be maintained in an amount at least equal to the full replacement value of the insured property (exclusive of foundations) without deduction for depreciation, and shall insure against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and such other hazards or risks as the Trustees from time to time, in their discretion shall determine to be appropriate, including, without limitation, vandalism, malicious mischief, windstorm, and water damage, earthquake, flood and boiler and machinery explosion or damage

B. All policies of casualty or physical damage insurance shall, to the extent obtainable, (i) provide that the policies may not be canceled, terminated, or substantially modified without at least twenty (20) days' written notice to each Insured; (ii) provide that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such election may not be exercised without the approval of the Trustees and may not be exercised, in any event, if in conflict with the terms of this Declaration of Trust; (iii) include waivers of subrogation as to any claims against the Trust, the Trustees, the officers, the manager, the managing agent and their respective agents and employees, and the Unit Owners and their respective employees, agents and guests, and of any defense based on invalidity arising from the acts of the insured; (iv) provide that recovery thereunder shall not be affected on account of the availability of proceeds under any policies obtained by individual Unit Owners covering their own Unit; and (v) provide that adjustments of loss shall be made by the Trustees.

C. The Trustees, as insurance trustees hereunder for the benefit of the Insured, shall collect all casualty loss insurance proceeds, shall hold such proceeds in an identified segregated fund and shall use, apply and disburse them for the purposes and in the manner set forth in this Section and Section 5.14. Insurance proceeds received by the Trustees shall be held in trust in an identified and segregated fund for the benefit of each Insured. If the cost of restoring the Common Elements is estimated by the Trustees to exceed ten percent (10%) of the then replacement value of the Condominium, the Trustees shall give written notice of such loss to all Registered Mortgagees, and in addition, if the cost of restoration of any Unit is estimated by the Trustees to exceed ten percent (10%) of the then replacement value of such Unit, the Trustees shall give written notice of such loss to the Registered Mortgagee(s) holding the mortgages on that Unit. Such notice to Registered Mortgagees shall not entitle them to additional rights hereunder. If repair and restoration are to be made pursuant to Section 5.14, all insurance loss proceeds shall be disbursed to defray the cost of repairs and restoration, first, of the damaged Common Elements and, second, of the one or more damaged Units, and with respect to losses which affect portions or elements covered by insurance of more than one Unit to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Trustees, in their judgment, in a fair and equitable manner.

D. The Trustees shall evaluate, at least annually, the amount of insurance coverage, and, if necessary, shall increase the amount of coverage on the master insurance policy accordingly. In no event shall the amount of such insurance be less than the full replacement value of the Property which is required to be insured by the Trustees hereunder.

E. The Trustees shall also obtain and maintain, to the extent obtainable, master policies of insurance with respect to the Condominium for the benefit and protection of the Trustees and the Unit Owners, for (i) comprehensive public liability with respect to liability arising out of the ownership, maintenance or repair of that portion of the Condominium which is not reserved for a Unit Owner's exclusive use and occupancy, (ii) workmen's compensation and employer's liability, if necessary, and (iii) such other risks as the Trustees, in their discretion, deem it appropriate to insure. In addition, if they deem it appropriate, the Trustees shall obtain and maintain fidelity coverage against dishonest acts on the part of officers, managers, managing

agents, trustees, employees or volunteers (i) acting at the direction or on behalf of the Trustees or (ii) responsible for handling funds belonging to or administered by the Trust. All such insurance shall be in such amounts and forms as the Trustees shall, in their discretion, deem appropriate, and shall, insofar as practicable, contain provisions as set forth in Paragraph B of this Section 5.13. Such insurance shall not cover the liability of any Unit Owner as to claims arising out of incidents occurring within his own Unit or claims arising out of incidents occurring within any Common Area as to which he has any special right and easement and as a result of his special rights to use the same, but it shall be the responsibility of each Unit Owner, as provided in Paragraph H of this Section 5.13, to maintain his own public liability insurance therefor. The Trustees may elect to include any manager, managing agent, officer, trustee, employee or volunteer of the Condominium as a party insured under the policies of insurance described in this Paragraph E.

F. Each insurance carrier shall be licensed or authorized by law to transact business within the Commonwealth of Massachusetts. To the extent possible, the Trustees shall not obtain policies of insurance which provide that (i) under the terms of the carrier's charter, By-Laws or policy, contributions or assessments may be made against a Unit Owner or his mortgagee, as an insured; (ii) by the terms of carrier's charter, By-Laws or policy, loss payments are contingent upon action by the carrier's Board of Directors, policyholders, or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent a Unit Owner or his mortgagee, as an insured, from collecting insurance proceeds.

G. The cost of insurance to be obtained and maintained by the Trustees pursuant to all preceding paragraphs of this Section 5.13 shall be assessed to the Unit Owners as a Common Expense. In the event that any Unit Owner does anything in the Condominium which causes an increase in the rate of insurance for the Condominium, as a result of (i) an act of gross negligence, (ii) his willful default or (iii) having done anything requiring the Trustees' consent without having obtained the Trustees' consent, the Trustees may, in their discretion, assess the amount of such increase directly to such Unit Owner as a Common Charge.

H. Unit Owners may carry insurance for their own benefit insuring any wall, ceiling or floor decorations or coverings, drapes, furniture, furnishings, fixtures, installations, equipment and personal property located in their Units and in any Common Elements in which they have special rights and easements and liability insurance (in such amounts as the Trustees may reasonably require) for the Units and such Common Elements to the extent not covered by the insurance maintained by the Trustees, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Trustees shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Each Unit Owner and/or his mortgagee may obtain additional insurance at his or its own expense provided that all such insurance shall, to the extent obtainable, contain provisions similar to those contained in the Trust's master insurance policy as set forth in Paragraph B of this Section 5.13. If the insurance proceeds from the master policies on account of any casualty loss shall be reduced due to proration with insurance individually purchased by a Unit Owner, the Unit Owner shall assign to the Trustees such portion of the proceeds of his individual insurance as equals the amount of the reduction, which portion shall be distributed as above

provided.

Section 5.14. Casualty Loss – Rebuilding, and Restoration

5.14.1. In the event of any casualty loss to the Common Elements, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten percent of the value of the Condominium immediately prior to the casualty, and shall notify all Unit Owners of such determination. If such loss as so determined does not exceed ten percent of such value, the Trustees shall proceed with the necessary repairs, rebuilding, or restoration in the manner provided in Paragraph (a) of Section 17 of Chapter 183A. If such loss as so determined exceeds ten percent of such value, the Trustees shall forthwith submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) by the Unit Owners authorizing the Trustees to proceed with any necessary repair, rebuilding, or restoration; and (b) a copy of the provisions of said Section 17; and the Trustees shall thereafter proceed in accordance with, and take such further actions as they may in their discretion deem advisable, in order to comply with the provisions of Paragraph (b) of said Section 17.

5.14.2 Notwithstanding anything contained in Paragraph 5.14.1, (a) in the event that a Unit Owner disagrees with respect to the value of the Condominium, or any Unit or Units, or as to any other determination or other action proposed to be taken or not taken by the Trustees, and such dispute is not resolved within thirty (30) days after notice by one Unit Owner to the other Trustees, then either of the Trustees or any Unit Owner may submit the matter to arbitration, and for that purpose, one arbitrator shall be designated by the Trustees, one arbitrator by the Unit Owner requesting the arbitration, and one arbitrator by the arbitrators so designated and such arbitration shall be conducted in accordance with the Rules of the American Arbitration Association; and (b) the Trustees shall not in any event be obliged to proceed with any repair, rebuilding, or restoration, or any improvement, unless and until they have received funds in an amount equal to the estimate of the Trustees of all costs thereof.

Section 5.15. Maintenance and Repairs.

(a) The Trustees shall be responsible for the proper maintenance, repair and replacement of the Common Elements of the Condominium, including, without limitation, plumbing, heating and electrical fixtures serving the Common Elements. The expenses for such maintenance, repair and replacement shall be assessed to the Unit Owners as Common Charges of the Condominium at such times and in such amounts as set forth in Section 5.5.

(b) All maintenance and replacement of and repairs to any Unit (other than to the Common Elements contained therein), including, without limitation, the windows, skylights and doors therein, electrical, plumbing, heating and other similar fixtures or utility services within and serving only the Unit or belonging to the Unit Owner, painting of interior surfaces of doors and window sashes, and all washing of interior and exterior surfaces of windows and skylights shall be done by the Unit Owner at the Unit Owner's expense, except as otherwise specifically provided herein. The Unit Owners having special rights and easements in specified Common Elements as described in the Master Deed shall not be responsible individually for the cost of

maintenance and repairs and replacements to the Common Elements benefiting their Units; provided however that it shall be the responsibility of such Unit Owners to keep said portions of the Common Elements clean and free of snow, ice and other debris which may accumulate thereon.

(c) All maintenance, repairs and replacements to the Common Elements required as a result of the Trustees' exercise of the rights referred to in Subparagraph (a) above shall be done by the Trustees and shall be charged to all the Unit Owners as a Common Charge, reserving to the Trustees the right to recover all or part of the costs of such work from a Unit Owner (and, to the extent allowed by law, to have and enforce a lien on such Unit Owner's Unit for such costs) if work was necessitated by the negligence, misuse or neglect of such Unit Owner or any occupant of the Unit of such Unit Owner or occupant.

(d) Violations of any laws, ordinances, codes, regulations, rules or orders of any authority having jurisdiction over the Condominium shall be eliminated and the responsibility and expense therefor shall be borne according to the same criteria as are described in Subparagraphs (a) and (b) above.

Section 5.16. Improvements:

If and whenever the Trustees shall propose to make any improvement to the Common Elements of the Condominium, or an improvement is requested in writing by a Unit Owner, the Trustees shall submit to all Unit Owners (a) a form of agreement specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same subject to the provisions of Section 18 of Chapter 183A. Upon receipt by the Trustees of such agreement signed by Unit Owners holding in the aggregate of one hundred (100%) of the Beneficial Interests, the Trustees shall proceed to make the improvement or improvements specified in such agreement and in accordance with Section 18 of Chapter 183A, and shall charge the cost of such improvement or improvements to all the Unit Owners as a Common Charge. The agreement so circulated may also provide for a separate agreement by the Unit Owners that if at least one Unit Owner so consents, the Trustees may proceed to make such improvement or improvements, provided in the Trustees discretion, such improvement(s) are consistent with the aesthetic quality and integrity of the building, the intent of the Master Deed and Condominium Trust, and do not interfere with any Unit Owner's use and enjoyment of their Unit or any of the Common Areas, and shall charge the cost of the same only to the consenting Unit Owner.

Section 5.17. Restrictions on Use of Units and Common Elements. In order to provide for congenial occupancy of the Condominium and for the protection of the values of the Units, the use of the Building and Common Elements shall be subject to the provisions and restrictions set forth in Sections 13, 14, 15 and other sections of the Master Deed, all of which are incorporated herein by reference and made a part hereof.

Section 5.18. Right of Access. A Unit Owner shall grant a right of access to his Unit (at reasonable times and upon reasonable notice except in emergencies) to the Trustees, manager, managing agent and any other person authorized by the Trustees, the manager or the managing

agent, for the purpose of making inspections for the purpose of correcting any conditions originating in his Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations, repairs or replacements to or taking meter readings in the Common Elements in his Unit or elsewhere in the Buildings. In case of emergency, such right of access shall be immediate, whether the Unit Owner is present or not. In the event of the exercise of the rights of access provided in this Section, any costs for repairs shall be borne in accordance with the provisions of Section 5.5.

Section 5.19. Enforcement. The Trustees shall have the right to levy, without further legal action, liquidated charges for violations of the restrictions contained in this Declaration of Trust instrument, and the Master Deed. Any charge so levied is to be collected in the same manner as a Common Charge against the particular Unit Owner involved, and collection may be enforced by the Trustees in the same manner as they are entitled to enforce collection of Common Charges. Such levy of charges shall not replace nor abrogate any action for damages or injunctive relief as provided by law.

Section 5.20. Utilities.

A. Water and Sewer Use Charges. Water and sewer shall be supplied directly to each Unit through a common water meter and each owner of the Unit shall be required to pay for said water and sewer expense for their Unit based on their percentage interest in the common area.

B. Electricity. Except as provided in the following sentence, electricity shall be supplied by the public utility company serving the area, directly to the Units through separate meters, and each Unit Owner shall be required to pay the bills for electricity consumed or used in his Unit. Unit Owner #2 hereby acknowledges that added to their electric meter is certain electrical uses that would normally be connected to a common electric meter but are instead connected to the meter for unit #2. The percentage interest of unit #2 was adjusted down specifically to compensate unit #2 for their ongoing responsibility to pay for these additional electric charges on unit #2's electric meter.

C. Heat. Heat for each Unit shall be supplied directly to said Unit through a separate meter, and the Owner of the Unit shall be required to pay the bills for heat consumed or used for that Unit.

Section 5.21. Managing Agent and Manager. The Trustees may employ for the Condominium a managing agent or a manager at a compensation established by the Trustees, to perform such duties and services as the Trustees shall authorize. The Trustees may delegate to the manager or managing agent, all of the powers granted to the Trustees by this Declaration of Trust other than the powers set forth in Subparagraphs (b), (e), (f), (h), that portion of (k), relating to requiring bonds and levying (but not collecting) fines and (l) of Subsection 4.1.4.

Section 5.21. Condemnation. If any public or quasi-public authority initiates a proceeding to take any portion of the Condominium under the power of eminent domain, the Trustees shall notify all Unit Owners and all mortgagees of record promptly after the commencement of such proceeding. If more than ten percent (10%) in value of the Condominium is taken under the

power of eminent domain, the taking shall be treated as a "casualty loss," and the provisions of Section 17 of Chapter 183A shall apply. If 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 said Section 17 of Chapter 183A, the Trustees, with the written consent of Unit Owners entitled to at least one hundred percent (100%) of the Beneficial Interest hereunder, shall have the authority to acquire the remaining portions of such Units, at the price which the Trustees shall determine, provided, however, that any Unit Owner of such remaining portion who does not agree with the determination may apply to the Superior Court, on such notice to the Trustees as the Superior Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Superior Court.

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

No vote or consent which is required of a Unit Owner pursuant to this Section shall be effective without the written consent thereto of any Registered Mortgagee. No provision herein shall be deemed to give a Unit Owner or any other party priority over any rights of the holder of the first mortgage (if any) on such Unit Owner's Unit pursuant to such mortgage in the case of distribution to such Unit Owner of condemnation awards for takings of Units and/or Common Elements. Mortgagees of Units will be entitled to priority with respect to any awards distributed to their mortgagees.

Section 5.22. Notices to Unit Owners. Every notice to any Unit Owner which is required under the provisions hereof, which may be deemed by the Trustees necessary or desirable in connection with the execution of the Trust or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if given as provided in Section 3.7 hereof.

Section 5.23. Real Estate Taxes Prior to Separate Assessment of Units. For all fiscal years until the Units are separately assessed for real estate taxes, the Trustees shall have the right to collect each Unit Owner's pro rata portion of the real estate taxes on the Building and Property (in accordance with the Unit's Beneficial Interest), which tax payments shall be made, at the Trustees' election either (i) no later than ten (10) days prior to the date when such taxes are due and payable to the Municipality or, if the Trustees have not given a Unit Owner notice of the date when such tax payments are due, within five (5) days after the Unit Owner's receipt of such notice, whichever is later, or (ii) in equal monthly installments of one-twelfth of the amount estimated to be due for the Unit, with which any deficiency to be paid (by the Unit Owner) before the taxes are due and any excess to be refunded to the Unit Owners after the taxes are

paid. The Trustees shall pay such collected taxes to the Municipality. All taxes so collected by the Trustees shall be held in a separate account which, notwithstanding anything to the contrary contained herein, shall not be part of the Common Profits; provided, however, that the failure of a Unit Owner to make such tax payments, if the Trustees elect to collect the same, may, at the Trustees' election, be treated hereunder in the same manner as a default in the payment of Common Charges. Notwithstanding the foregoing, a Unit Owner shall not be required to make the monthly tax payments to the Trustees, as set forth above, to the extent that he is required to make such payments to a bank, other institutional lender or other lender in the business of making mortgage loans holding a mortgage on his Unit.

ARTICLE VI

Sales and Mortgage of Units and Acquisitions of Units by Trustees

Section 6.1. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein (i) the undivided interest in the Common Elements and any exclusive rights and easements appurtenant thereto as provided in the Master Deed; (ii) the interest of such Unit Owner in any Unit previously 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 (iii) the interest of such Unit Owner in any other assets of the Condominium (all of which are hereinafter collectively called the "Appurtenant Interests"), it being the intention hereof to prevent any severance of such combined ownership. Except as expressly authorized by Section 8 of the Master Deed, any deed, mortgage, or other instrument purporting to affect one or more of the Appurtenant 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. Unless otherwise expressly permitted under Section 8 of the Master Deed, no part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

Section 6.2. Mortgages of Units. A Unit Owner who mortgages his Unit or the holder of a Unit Owner's mortgage shall notify the Trustees of the name and address of the holder of such mortgage and shall file a conformed or Xerox copy of the mortgage with the Trustees, and the Trustees shall maintain such information in a book entitled "Mortgages of Units". The failure of a Unit Owner or the holder of such Unit mortgage to so notify the Trustees or to file a conformed or Xerox copy with them shall not invalidate the mortgage or any of its provisions or the rights of any holder of such mortgage.

Section 6.2.1. Provision for Eligible Mortgage Holders. Eligible mortgage holders, being Registered Mortgagees within the meaning set forth herein, shall be entitled to the following rights, and further, none of the foregoing may occur without the approval of such mortgage holders holding mortgages on Units, which Units are entitled to at least one hundred (100%) percent of the vote as follows: (a) Any restoration or repair of the condominium, after partial

condemnation or damage due to an insurable hazard shall be performed substantially in accordance with the Declaration and the original plans and specifications, unless other action is approved by the eligible mortgage holders as set forth above; (b) Any election to terminate the legal status of the Condominium after substantial destruction or substantial taking in condemnation of the Property must require the approval as set forth above; (c) Unless a formula for relocation of interest in the Common Elements after a partial condemnation or partial destruction of the Condominium has been fixed and advanced by these documents, or by applicable law, no reallocation of interest in the Common Elements resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of the eligible mortgage holders as set forth above; (d) When professional management has been previously required by any eligible mortgage holder or eligible insurer or guarantor, whether such entity became an eligible mortgage holder or eligible insurer or guarantor at that time or later, any decision to establish self management by the Condominium Trust shall require the prior consent of Unit Owners entitled to at least one hundred (100%) percent of the votes and of the eligible mortgage holders as set forth above.

The Trustees, whenever so requested in writing by the holder of a mortgage of a Unit, shall promptly report any then unpaid Common Charges due from, or any other default by, the Unit Owner of the mortgaged Unit. In addition, the Trustees shall give prompt written notice to the holder of a first mortgage of record of any 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 thirty (30) days, and of any such default which is not cured within sixty (60) days. The Trustees, when giving notice to a Unit Owner of a default in paying Common Charges or other default, shall send copy of such notice to each Registered Mortgagee. In addition, the Trustees shall send written notice to all Registered Mortgagees and all holders of first mortgages of record of Units of any proposed amendment to this Declaration of Trust to be made pursuant to Section 9.1. After having given the Trustees reasonable prior notice, each Unit Owner and the holder of any mortgage of a Unit shall be permitted to examine the books of account and records of the Trust and the books of account of any manager or managing agent of the Condominium relating to the Condominium at reasonable times on business days. If a mortgagee gives written notice to the Trustees that there is a default in a mortgage on a Unit held by it, or if a Registered Mortgagee gives written notice to the Trustees of an agreement or covenant by a Unit Owner that said mortgagee is to be the proxy of said Unit Owner, then such mortgagee shall be recognized as the proxy of the Unit Owner of such Unit for all matters concerning the Condominium until the mortgagee revokes the same by written notice to the Trustees, or such mortgage is discharged of record; provided, however, that if such mortgagee is not represented at a meeting of Unit Owners, then the Unit Owner may, notwithstanding the foregoing, cast the vote attributable to his Unit. If two or more mortgagees of the same Unit give notice or seek to exercise rights hereunder, the mortgagee who in the good faith determination of the Trustees holds the senior lien upon the Unit shall have the rights granted in this paragraph.

Section 6.3. Acquisition of Units by Trustees. Acquisitions of Units by the Trustees, as permitted hereunder, may be made from Common Profits or, if such funds are insufficient, the Trustees may (i) levy an assessment as a Common Charge against the Unit Owners in accordance with

their Beneficial Interests hereunder or (ii) borrow money to finance the acquisition of such Unit(s), provided, however, that no financing may be secured by an encumbrance or lien on any property other than the Unit, together with its Appurtenant Interests, so to be acquired by the Trustees.

ARTICLE VII

Rights and Obligation of Third Parties Dealing with the Trustees

Section 7.1. Third Parties No Duty Of Inquiry. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record with the Registry shall be bound to ascertain or inquire further as to the persons who are then Trustees hereunder, or be affected by any notice, implied or actual, otherwise than by a certificate thereof, and such record or certificate shall conclusively evidence the persons who are then Trustees. The receipts of the Trustees, or any one or more 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 Trustees, or any one or more of them, shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was Property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed or otherwise as to the purpose or regularity of any of the acts of the Trustees, or any one or more of them, purporting to be done in pursuance of any of the provisions or powers herein contained, or as to the regularity of the resignation, removal or election of any Trustee, and any records of the Trust purporting to be executed by persons herein required to execute the same, shall be conclusive evidence in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited.

Section 7.2. No Recourse to Trustees. No recourse shall be had at any time under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant, or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee or any beneficiary, either directly or indirectly, by legal or equitable proceedings, or by virtue of any suit or otherwise. All persons extending credit to, or contracting with or having any claim against the Trustees, shall look only to the Property for payment under such contract or claim or for the payment of any debt, damage, judgment, decree or money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees 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 hereof or 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 Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express reference shall have been made to this Declaration of Trust.

Section 7.4. Recording in Registry. This Declaration of Trust and any amendments to it and any certificate herein required to be recorded, shall be recorded with the Registry. Any other certificate or paper signed by the Trustees or any of them which it may be deemed desirable to record shall be recorded with the Registry. Such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof, and all persons dealing in any manner whatsoever with the Trustees, the Property or any Unit Owner shall be held to have notice of any alteration or amendment of this Declaration of Trust or change of Trustees, when the same shall have been recorded with said Registry of Deeds. Any certificate signed by a majority of the Trustees in office at the time (or by one Trustee if there is only one at the time), setting forth as facts any matters affecting the Trust, actions which have been taken by the Unit Owners, who the officers, if any, of the Trust are, who the Unit Owners are, whether there are Common Charges due with respect to a particular Unit and matters relating to the authority of the Trustees 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 and of the truth of the statements made therein in favor of all third persons, including the Trustees, acting in good faith in reliance thereon. Any certificate executed by a majority of the Trustees hereunder, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such majority, 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. Application. All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are and shall be subject to provisions of the Master Deed, this Declaration of Trust and all covenants, agreements, restrictions, easements and declarations of record ("Title Conditions"). The acceptance of a Unit deed or conveyance, the execution of a lease for a Unit or the act of occupancy of a Unit shall constitute an agreement that the Master Deed and this Declaration of Trust, as any of them may be amended from time to time, and the Title Conditions are accepted, ratified, and will be complied with.

ARTICLE VIII

Miscellaneous

Section 8.1. Records. The Trustees or the managing agent or manager shall keep records of the actions of the Trustees and the managing agent or manager, and financial records and books of account of the Trust, including a chronological listing of receipts and expenditures and a separate account for each Unit which, among other things, shall contain the amount of each assessment of Common Charges against the Unit, the date when due, the amounts paid thereon and any balance

remaining unpaid. An annual report of the receipts and expenditures of the Trust shall be rendered by the Trustees to all Unit Owners promptly after the end of each fiscal year. Copies of the Master Deed and this Declaration of Trust and the floor plans of the Buildings, as the same may be amended from time to time, and the records of the actions of the Trustees and financial records and books of account of the Trust shall be maintained by the Trustees and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours upon reasonable prior notice.

Section 8.2. Fiscal Year. Except as from time to time otherwise provided by the Trustees, the fiscal year of the Trust shall end on the thirty-first (31st) day of December in each year.

Section 8.3. Invalidity. The invalidity of any part of this Declaration of Trust shall not impair or affect in any manner the validity, enforceability or affect the balance of this Declaration of Trust.

Section 8.4. Captions and References. The Table of Contents and 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 Declaration of Trust or the intent of any provision hereof. Reference in this Declaration of Trust to "hereof," "herein," and "hereunder" shall be deemed to refer to this Declaration of Trust and shall not be limited to the particular text or section in which such words appear, unless expressly stated.

Section 8.5. Gender. The use of the masculine gender in this Declaration of Trust shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural whenever the context so admits or requires.

Section 8.6. Waiver. No restriction, condition, obligation, or provisions contained in this Declaration of Trust shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches thereof which may occur.

ARTICLE IX

Amendments and Limitations

Section 9.1. Amendments to This Declaration of Trust. Except as otherwise provided in the Master Deed and as provided below in this Article, this Declaration of Trust may be amended, altered or repealed in any manner or to any extent with the consent of Unit Owners entitled to at least one hundred (100%) percent of the Beneficial Interests hereunder; PROVIDED HOWEVER that the consent of the Unit Owners to which at least one hundred (100%) percent of the votes are allocated and the approval of eligible holders holding mortgages on Units which have at least one hundred (100%) percent of the votes of such Units subject to eligible holder mortgages shall be required to add or amend any material provisions of the constituent documents of the Condominium, which establish, provide for, govern or regulate the following: (i) voting; (ii) assessments, assessment liens or subordination of such liens; (iii) reserves for maintenance, repair and replacement of the Common Elements (or Units if applicable); (iv)

insurance or fidelity bonds; (v) rights to use of the Common Elements; (vi) responsibility for maintenance and repairs of the several portions of the project; (vii) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium; (viii) boundaries of any Units; (ix) the interest in the Common Elements; (x) convertibility 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 Owner to sell, transfer, or otherwise convey his or her Unit; and (xiii) any provisions which offer the expressed benefit of mortgage holders, eligible mortgage holders or eligible insurers on any Unit amendment, alteration or repeal pursuant to the foregoing provisions of this Section shall become effective upon the recording with the Registry of an instrument of amendment, alteration, or repeal, as the case may be, signed, sealed, and acknowledged by a majority of the Trustees in office at the time, setting forth in full the amendment, alteration or repeal and reciting the consent of the Unit Owners and any mortgagees hereunder required to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and compliance with all prerequisites to the validity of such amendment, alterations, or repeal, whether stated in the instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes.

Section 9.2. Limitations. Except as otherwise provided by statute in the case of condemnation or substantial loss to the Units and/or the Common Elements, and except when Chapter 183A requires greater proportions, unless at least one hundred percent (100%) of the mortgagees holding first mortgages on Units (based upon one vote for each first mortgage) or one hundred percent (100%) of the Unit Owners (other than Sponsor) have given their prior written approval, notwithstanding any other provision of this Declaration of Trust, the Trustees (acting in their capacity as Trustees) shall not, by virtue of any vote or other authorization of the Unit Owners or any other provisions hereof or otherwise, be entitled to:

- (a) change the pro rata interest or obligations of any individual Unit for purposes 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 Elements;
- (b) partition or subdivide any Units;
- (c) by act or omission, seek to abandon or terminate the Condominium;
- (d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Unit Owners shall not be deemed a transfer within the meaning of this clause); or
- (e) use hazard insurance proceeds or eminent domain awards for losses to any Property (whether to Units or to Common Elements) for other than the repair, replacement, or reconstruction of such improvements, except as provided in Chapter 183A.

ARTICLE X

General

Section 10.1. Conflicts. This Declaration of Trust is set forth in compliance with the requirements of Chapter 183A. In case any provision of this Declaration of Trust conflicts with the provisions of Chapter 183A or of the Master Deed, the provisions of Chapter 183A or the Master Deed, as the case may be, shall control.

Section 10.2. Duration. The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedures set forth in Section 19 thereof. Except as otherwise provided herein, the Unit Owners may remove all or a portion of the Condominium from the operation of Chapter 183A at any annual or special meeting of the Unit Owners by the affirmative vote of at least one hundred (100%) percent in Beneficial Interest hereunder, provided that notice of the removal is given in the notice of the meeting, and provided further, that the holders of all first mortgages on Units consent to such removal by written instruments duly recorded with the Registry of Deeds.

Section 10.3. Sponsor's Nominee. Sponsor's nominee shall be any person nominated by Sponsor by written instrument recorded with the Registry and marginally referred to on this Declaration of Trust other than a third party Unit Owner. The records with the Registry shall be conclusive evidence, upon which third parties can rely, as to any such nomination.

ARTICLE XI

Arbitration

11.1. Procedure. In the event that a dispute arises with respect to the construction, interpretation, or implementation of said Master Deed and Declaration of Trust, as amended, and such dispute shall not be resolved within fourteen (14) days after written notice from one Unit Owner, then the Unit Owner who sent the notice shall submit the matter to arbitration. For that purpose, one arbitrator shall be designated by the Unit Owner who sent the notice, one by the other Unit Owners and a third by the two arbitrators so designated. The Unit Owner who did not submit the matter to arbitration must designate one arbitrator within fourteen (14) days of the designation by the Unit Owner who did submit the matter to arbitration, or the arbitrator so designated by the Unit Owner who did submit the matter to arbitration shall be the sole arbitrator. Such arbitration shall be conducted in accordance with the rules and regulations of the American Arbitration Association. The final decision of said arbitration shall be final and binding on all parties. Costs of arbitration shall be determined in the final decision.

IN WITNESS WHEREOF, the undersigned, being the original Trustee, has signed these presents under seal as such Trustee as of the date first set forth above and hereby accepts appointment as such Trustee and agrees to be bound by and act in accordance with the foregoing provisions of the Trust and any duly enacted amendments thereto.

By: Adrienne Rau, Trustee
Adrienne Rau, Trustee

By: Olend Kondakciu
Olend Kondakciu

COMMONWEALTH OF MASSACHUSETTS

12/12/2013 ss.

December 12, 2013

On this 12th day of December, 12, 2013, before me, the undersigned Notary Public, personally appeared Adrienne Rau and Olend Kondakciu, and proved to me through satisfactory evidence of identification, which was / were Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

[Signature]
Notary Public
My Commission Expires: 07-11-2019



HANY MOTAWEH
Notary Public
Commonwealth of Massachusetts
My Commission Expires July 11, 2019

SCHEDULE "A"

<u>Unit Designation</u>	<u>Percentage of Undivided Interest in Common Elements</u>	<u>Square Foot</u>
#1	40%	1,017sf
#2	60%	2,103 sf