



02/25/2004 Doc: 0434

Declaration of Trust and**ByLaws** 2004 FEB 25 PM 2:20

DECLARATION OF TRUST made this 24th day of **February, 2004**, at **Roslindale** in the County of **Suffolk** and Commonwealth of Massachusetts by **Jeffrey A. Lanchester and David M. Turchetta**, hereinafter called the Trustees which term and any pronoun referring thereto shall be deemed to include their successors in trust hereunder and to mean the Trustees for the time being hereunder, wherever the context so permits.

Article I
Name of Trust

The Trust hereby created shall be known as the **250 Poplar Street Condominium Trust** ("Trust") and under that name, so far as legal, convenient and practicable, shall all business carried on by the Trustees be conducted and shall all instruments in writing by the Trustees be executed.

Article II
The Trust and Its Purpose

Section 1

All of the rights and powers in and with respect to the common areas and facilities of **250 Poplar Street Condominium Trust** established by a Master Deed of even date and recorded with **Suffolk County Registry of Deeds** herewith which are by virtue of provisions of Chapter 183A of the Massachusetts General Laws conferred upon or exercisable by the organization of Unit Owners of said condominium, conveyed to the Trustees hereunder shall vest in the Trustees individually or if more than one Trustee is appointed by the Unit Owners, then such Trustees shall hold title as joint tenants with right of survivorship as Trustees of this trust, in trust to exercise, manage and administer the same and to receive the income thereof for the benefit of the owners of record from time to time of the Units of said Condominium (hereinafter called the "Unit Owners"), according to the schedule of beneficial interest set forth in Article IV, Section 1, hereof, and in accordance with provisions of said Chapter 183A for the purposes therein set forth.

Section 2

It is hereby expressly declared that a trust and not a partnership has been created and that the Unit Owners are cestuis que trustent, and not partners or associates nor in any other relation whatever between themselves with respect to the trust property, and hold no relation to the Trustees other than of cestuis quo trustent, with only such rights as are conferred upon them as such cestuis que trustent hereunder and pursuant to the provisions of said Chapter 183A of the General Laws.

GREENHAM & Turchetta, LLC
607 Washington St
NORWOOD, MA
02062

Article III
The Trustees

Section 1

There shall at all times be a Board of Trustees hereunder consisting of three (3) Trustees. Each Unit Owner shall be entitled to appoint one (1) Trustee. However; until one hundred and twenty (120) days after the first Unit of said condominium is sold, or the sale of all three (3) Units, whichever first occurs, **Jeffrey A. Lanchester and David M. Turchetta** shall be the sole Trustees of **250 Poplar Street Condominium Trust**. One Hundred twenty-one (121) days after the sale of the first Unit of said Condominium and the subsequent appointment of a Trustee by said purchasing Unit Owner or such earlier date as herein above stated, **David M. Turchetta**, shall resign. Upon the sale of the final Unit of said Condominium and the subsequent appointment of a Trustee by said purchasing Unit Owner, **Jeffrey A. Lanchester** shall resign. Thereafter the term of office of the Trustees shall be the duration of their ownership of said Unit unless said Unit Owner resigns pursuant to Section 4 of this Article III. If and whenever the number of Trustees shall become less than three (3) except for the initial phase during which **Jeffrey A. Lanchester, and David M. Turchetta** shall be sole Trustees as aforesaid a vacancy or vacancies in said office shall be deemed to exist. Such a vacancy shall be filled by instrument in writing setting forth (a) the appointment of a natural person to act as such Trustee signed by the Unit Owner who had or was entitled to elect the Trustee position now vacant; or if the Unit Owner(s) entitled to such percentage have not within thirty (30) days after the occurrence of any such vacancy made such appointment, by the remaining Trustee(s); and (b) the acceptance of such appointment, signed and acknowledged by the persons so appointed. Such appointment shall become effective upon the recording with **Suffolk County Registry of Deeds** of a certificate of such Appointment signed by the then remaining Trustee together with such acceptance, and such person shall then be and become such Trustees and shall be vested with the title to the Trust property, jointly with the remaining or surviving Trustee, without the necessity of any act of transfer or conveyance. If for any reason a vacancy in the office of Trustees shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a Trustee to fill such vacancy may be appointed by any court of competent jurisdiction upon the application of any Unit Owner or Trustee and notice to all Unit Owners and Trustees and to such other, if any, parties in interest to whom the court may direct that notice be given. The foregoing provisions of this Section to the contrary notwithstanding, despite any vacancy in the office of Trustees, however caused and for whatever duration, the remaining or surviving Trustee, subject to the provision of the immediately following section, shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

Notwithstanding any of the foregoing terms of this Article, any Trustee appointed hereunder other than the above-mentioned **Jeffrey A. Lanchester and David M. Turchetta** shall be a Unit Owner.

Section 2

In any matters relating to the administration of the trust hereunder and the exercise of the powers hereby conferred, a unanimous vote of the Trustees controls the action of the Trust at any duly called meeting as provided in paragraph A of section 7 of Article V. The Trustees may also act without a meeting by a written instrument signed by all the Trustees.

Section 3

The appointment of any Trustee hereunder shall become effective upon the recording with **Suffolk County Registry of Deeds** of an instrument indicating such appointment or a certificate of such appointment signed by the Unit Owner who is entitled to select the Trustee so appointed together with the acceptance of the appointed individual(s), and such person shall be vested with title to the trust property, jointly with the remaining or surviving Trustee(s) without the necessity of any act, transfer or conveyance.

Section 4

Any Trustee may resign at any time by instrument in writing, signed and acknowledged in the manner required in the Commonwealth of Massachusetts for the acknowledgement of deeds and such resignation shall take effect upon the recording of such instrument with the said **Suffolk County Registry of Deeds**

Section 5

No Trustee(s) named or appointed as hereinabove provided, whether as original Trustee or as successor to or as substitute for another, shall be obligated to give any bond or surety or other security for their performance of any duties hereunder, provided however; that Unit Owners entitled to one hundred percent (100%) of the beneficial interest hereunder may at any time by instrument in writing signed by them and delivered to the Trustee(s) affected require that any one or more of the Trustees shall give bond in such amount and with such sureties as shall be specified in such instrument. All expenses incident to any such bond shall be charged as a common expense of the condominium.

Section 6

Each Trustee shall be entitled to such reasonable remuneration for his/her services and also additional reasonable remuneration for extraordinary or unusual services, legal or otherwise, rendered by him/her in connection with the trust hereof, all as shall be from time to time fixed and determined by the Trustees, and such remuneration shall be a common expense of the condominium. This paragraph shall not be applicable until the sale of all three condominium Units by Jeffrey A. Lanchester. and until all the Unit Owners have appointed Trustees.

Section 7

No Trustee hereinbefore named or appointed as hereinbefore provided shall under any circumstance or in any event be held liable or accountable out of his/her personal assets or be deprived of compensation by reason of any action taken, suffered or omitted in good faith or be so liable or accountable for more money or other property than he/she actually receives, or for allowing one or more of the other Trustee(s) to have possession of the trust books or property, or be so liable accountable or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of the existence of any things except his own personal and willful malfeasance and defaults.

Section 8

No Trustee shall be disqualified by his office from contracting or dealing with the Trustee(s) or with one or more Unit Owners (whether directly or indirectly because of his interest individually or the Trustees' interest or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any other reason), as vendor, purchaser or otherwise, nor shall any such dealing, contract or arrangement entered into in respect to this trust in which any Trustee shall be in any way interested be avoided nor shall any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relation hereby established provided the Trustee shall act in good faith and shall disclose the nature of his interest before the dealing, contract or arrangement is entered into. This paragraph shall not be applicable until the sale of all three Units by Jeffrey A. Lanchester and until all the Unit Owners have appointed Trustees.

Section 9

The Trustees and each of them shall be entitled to be indemnified both out of the trust property and by the Unit Owners against any liability incurred by them or any of them the execution hereof, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for his/her share of the common expenses of the Condominium and for his/her proportionate share of any claims involving the trust

property in excess thereof, all as provided in Sections 6 and 13 of said Chapter 183A. Nothing in this paragraph contained shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument. This paragraph shall not be applicable until the sale of all three Units by Jeffrey A. Lanchester and until all the Unit Owners have appointed Trustees.

Section 10

The original Trustees shall within ninety (90) days of the sale of the first Unit use the amounts which Declarant has deposited originally into the condominium reserve account to cause the electric and/or gas utility to the common areas including exterior lighting, halls, basement, washer and dryer to be severed from the service to the first floor Unit. This severance shall include such electrical and plumbing changes as may be required but not limited to new meters, new fixtures and new hot water heater for common area services.

Article IV

Beneficiaries and The Beneficial Interest in the Trust

Section 1

The cestuis que trustent or beneficiaries shall be the Unit Owners of **250 Poplar Street Condominium** for the time being. The beneficial interest in the trust hereunder shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining the Units of the Condominium as follows:

Unit Number:

Percentage of Beneficial Interest:

Unit 1, 250 Poplar Street
Roslindale, MA 02131

thirty three and 33/100 percent (33.33%)

Unit 2, 250 Poplar Street
Roslindale, MA 02131

thirty three and 34/100 percent (33.34%)

Unit 3, 250 Poplar Street
Roslindale, MA 02131

thirty three and 33/100 percent (33.33%)

Section 2

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

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 I
Powers of the Trustees

The Trustees shall, subject to and in accordance with all applicable provisions of said Chapter 183A have the absolute control and management of the trust property (which term as herein used shall insofar as apt be deemed to include the common areas and facilities of the Condominium) as if they were the absolute owners thereof, free from the control of the Unit Owners (without by the following enumeration limiting the generality of the foregoing or of any item in the enumeration), with full power and uncontrolled discretion, subject only to the limitations and conditions hereof and of provisions of said Chapter 183A, at any time and from time to time and without the necessity of applying to any court or to the Unit Owners for leave so to do:

- (i) To retain the trust property or any part or parts thereof, in the same form(s) of investment in which received or acquired by them for so long as they shall think fit, without liability for any loss resulting therefrom;
- (ii) To purchase or otherwise acquire title to, and to rent, lease or hire from others for terms which may extend beyond the termination of this trust any tangible personal property and to own, manage, use and hold such property and such rights;
- (iii) To borrow or in any other manner raise such sum or sums of money or other property as they shall deem advisable in any manner and on any terms, and to evidence the same by notes, bonds, securities or other evidence of indebtedness, which may mature at a time or times, even beyond the possible duration of this trust or other instrument to secure any such borrowing;
- (iv) To enter into any arrangement for the use or occupation of the trust property, or any part or parts thereof, including without thereby limiting the generality of the foregoing, leases, subleases, easements, license, or concessions, upon such terms and conditions and with such stipulations and agreements as they shall deem desirable, even if the same extend beyond the possible duration of this trust;
- (v) To invest and reinvest the trust property, or any part or parts thereof and from time to time and as often as they shall see fit to change investments, including the power to invest in all types of securities and other property, of whatsoever nature and however denominated, all to such extent as to them shall seem proper, and without liability for loss, even though such property or such investments shall be of a character or in an amount not customarily considered proper for the investment of trust funds or which does or does not produce income;
- (vi) The Trustees shall obtain and maintain, to the extent available at reasonable cost in their name as insurance Trustees for the Unit Owners, master policies of insurance of the following kinds, insuring the interests of the Trust, the Trustees, all Unit Owners and their mortgagees as their interests may appear:
 - (a) Casualty or physical damage insurance on the buildings and all other insurable improvements forming part of the Condominium (including all of the common areas and facilities and all of the Units and excluding only personal property of the Unit Owners therein), now existing or as they may from time to time be increased by amendment to the Master Deed, together with the service machinery, apparatus, equipment and installations located in the Condominium and existing for the provisions of central services or for common use, in an amount not less than one hundred percent (100%) of their full replacement value, with a

standard Replacement Cost Endorsement and an Agreed Amount Endorsement or its equivalent, if available (exclusive of land, footings, excavations, foundations and such other like items as are normally excluded from coverage), against (1) loss or damage by fire and other hazards covered by the standard extended coverage endorsement and (2) such other hazards and risks as the Trustees from time to time in their discretion shall determine to be appropriate, including but not limited to sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage and plate glass damage. All policies of casualty or physical damage insurance shall provide (to the extent such clauses are so obtainable): (1) that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to all of the insureds, including each Unit mortgagee and (2) that the coverage thereof shall not be terminated for nonpayment of premiums without thirty (30) days notice to all of the insured including each Unit mortgagee. Certificates of such insurance and all renewals thereof, together with proof or payment of premiums, shall be delivered by the Trustees to Unit Owners and their mortgagees upon request at least ten (10) days prior to the expiration of the then current policies.

(b) Comprehensive public liability insurance including so-called "Broadening Endorsement" with Severability of Interest Endorsement or equivalent coverage covering all of the common areas and facilities and including protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered in similar projects, in each instance to the extent applicable to the Condominium, in such amounts as shall be determined by the Trustees, covering the Trust, the Trustees, the Unit Owners and any manager or managing agent of the Condominium, with limits of not less than a single limit of one million (\$1,000,000) dollars for claims for bodily injury or property damage arising out of one occurrence, and with an endorsement to cover liability of any insured to other insureds.

In addition to the coverage and provisions set forth in section vi, the Trustees shall, in their discretion, see that all policies of physical damage insurance (1) contain waivers of subrogation by the insurer as to claims against the Condominium, the Trustees, their employees, Unit Owners and members of the family of any Unit Owner who reside with the said Unit Owner, except in the case of arson or fraud; (2) contain a waiver of defense of invalidity on account of the conduct of any of the Unit Owners over which the Trustees have no control; (3) provide that in no event shall the insurance under said policies be brought into contribution with Insurance purchased individually by Unit Owners or their mortgagees; and (4) exclude policies obtained by individual Unit Owners from consideration under any "no other insurance" clause. The Trustees may include a deductible provision, up to five thousand (\$5,000) dollars, in their own discretion and in such greater amounts as may be authorized by the owners of all Units in writing or by a unanimous vote at any Unit Owners' meeting.

- (vii) To incur such liabilities, obligations and expenses, and to pay from the principal or the income of the trust property in their hands all such sums, as they shall deem necessary or proper for the furtherance of the purposes of the trust.
- (viii) To determine as to all sums of money and other things of value received by them, whether and to what extent the same shall be deemed to be and shall be accounted for as principal or against income, and as to all charges or expenses paid by them, whether and to what extent the same shall be charged against principal or against income, including without hereby limiting the generality of the foregoing, power to apportion any receipt or expense between principal and income, and power to determine what portion, if any, of the actual income received upon any asset purchased or

acquired at a premium or any wasting investment shall be added to principal to prevent a diminution thereof upon the maturity of such asset or investment.

- (ix) To vote in such manner as they shall think fit any or all shares in any corporation or trust which shall comprise the trust property, and for that purpose to give proxies, to any person or persons or to one or more of their number, to vote, waive any notice or otherwise act in respect of any such shares.
- (x) To guarantee performance of the obligations of others in any cases where they shall deem that it is to the advantage of this trust that they give such guaranty.
- (xi) To maintain such offices as they shall deem necessary or proper.
- (xii) To employ, appoint and remove such agents, managers, officers, board of managers, brokers, employees, servants, assistants and counsel (which counsel may be a firm of which one or more of the Trustees are members) as they shall deem proper for the purchase, sale or management of the trust property, or any part or parts thereof or for conducting the business of the trust and may define their respective duties and fix and pay their compensation and the Trustees shall be answerable for the acts and defaults of any such person. The Trustees may delegate to any such agent, manager, officer, board, broker, employee, servant, assistant or counsel any or all of their powers (including discretionary powers, except that the power to join in amending, altering, adding to, terminating or changing this Declaration of Trust and the trust hereby created shall not be delegated) all for such times and purposes as they shall deem proper.
- (xiii) Generally, in all matters not herein otherwise specified, to control and manage the trust property as if the Trustees were the absolute owners thereof and to do any and all acts, including the execution of any instruments, which by their judgment is for the best interest of the Unit Owners, subject to the provisions of Massachusetts General Laws Chapter 183A.

Section 2

Common Expenses, Profits and Funds

A. The Unit Owners shall be liable for common expenses and entitled to common profits of the Condominium in proportion to their respective percentages of beneficial interest as set forth in Article IV hereof. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees may, to such extent as they deem advisable, set aside common funds of the Condominium as reserve or contingent funds and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or subject to provisions of the following Section 3, for repair, rebuilding or restoration of the trust property or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution. Each Unit Owner at the time of purchase shall contribute two months of condo fee to the creation and maintenance of a reserve account. Declarant shall contribute such amount for each unsold Unit within ninety (90) days after the sale of the first Unit.

B. At least thirty (30) days prior to the commencement of each fiscal year of this trust the Board of Trustees shall estimate the common expenses expected to be incurred during such fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessment, according to their percentage of interest in the common areas and facilities, and such statements shall, unless otherwise provided therein, be due and payable within thirty (30) days after the same are rendered. In the event that the Board of Trustees shall determine during any fiscal year that the assessment so made is less than the

common expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, the Board of Trustees shall make a supplemental assessment or assessments and render statement therefor in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The Board of Trustees may in its discretion provide for payments of statements in monthly or other installments. The amount of each such statement, together with interest thereon, if not paid when due, at a rate equal to the **FleetBoston prime rate**, shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to provisions of Section 6 of said Chapter 183A.

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

Section 3

Rebuilding and Restoration Improvements

A. The Trustees shall be responsible for the maintenance, repair and replacement of the common areas and facilities of the Condominium (see Section 3B for specific provisions dealing with repairs and replacement necessitated because of casualty loss), which may be done through the managing agents, as hereinafter provided, and all Trustees or the managing agent or any others who may be so designated by all of the Trustees may approve payment of vouchers for such work. The expenses of such maintenance, repair and replacement shall be assessed to the Unit Owners as common expenses of the condominium at such times and in such amounts as provided in section 3B. The Trustees and their agents shall have access to each Unit from time to time during reasonable hours for the maintenance, repair or replacement of any of the common areas and facilities therein or accessible therefrom or for making emergency repairs therein necessary, in the Trustees' sole judgment, to prevent damage to the common areas and facilities or to another Unit(s).

B. In the event of any casualty loss to the trust property the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten percent (10%) 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 (10%) 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 said Chapter 183A. If such loss as so determined does exceed ten percent (10%) 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 the necessary repair, rebuilding or restorations, and (b) a copy of the provisions of said Section 17; and the Trustees shall thereafter proceed in accordance with, and take such further action as they may in their discretion deem advisable in order to implement, the provisions of paragraph (b) of said Section 17.

C. In the event of any condemnation of the Trust property, the Trustees shall estimate the cost of restoring what remains of the trust property and shall notify all Unit Owners of such estimate. Until the Unit Owners instruct the Trustees otherwise by unanimous vote, the Trustees in their discretion shall proceed with rebuilding and restoration of the remaining Trust property as far as practical to the condition and standards existing before the taking and the cost thereof shall be a common expense. Any award in connection with condemnation of Trust property shall be common funds and the Trustees shall have all power and authority to deal with all persons, including without limitation the taking authority, in connection therewith.

From and after any condemnation which includes one or more Units or parts thereof, the (i) beneficial interest of the remaining Units (including Units partially taken), and the corresponding percentage interest of each as stated in the Master Deed, shall be in proportion to their original beneficial interests, with equitable adjustments based on diminution in fair market value as to any Unit partially taken, and (ii) those Units

entirely taken shall neither have any beneficial interest hereunder nor any percentage interest under the Master Deed. Any award or portion thereof for taking of any Unit or portion thereof paid by the taking authority to the Trustees shall be paid to the Unit Owners, mortgagees and other lien holders of such Unit as their interests may appear.

D. If and whenever the Trustees shall propose to make any improvement to the common areas and facilities of the condominium, or shall be requested in writing by the Unit Owners holding fifty percent (50%) or more of the beneficial interest in this trust to make any such improvement, the Trustees shall submit to each Unit Owner (a) a form of agreement (which may be in several counterparts) specifying the improvement(s) proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same; and (b) a copy of the provisions of section 18 of said Chapter 183A. Upon (a) the receipt by the Trustees of such agreement signed by Unit Owners holding one hundred percent (100%) of the beneficial interest; or (b) the expiration of ninety (90) days after such agreement was first submitted to the Unit Owners, whichever of said (a) or (b) shall first occur; the Trustees shall notify all Unit Owners of the aggregate percentage of beneficial interest held by Unit Owners who have then signed such agreement. If such percentage equals one hundred percent (100%), the Trustees shall proceed to make the improvement or improvements specified in such agreement.

E. Notwithstanding anything contained in the preceding paragraphs A and B.

Notwithstanding anything contained above in this Article V Section 3, in the event that any Unit Owner or Owners disagrees with the value of the condominium or any Unit or Units, or as to any other determination or action proposed to be taken or not taken by the Trustees and such dispute shall not be resolved within thirty (30) days after notice by one Unit Owner to the Trustees then any of the Trustees or any Unit Owners or Owner may submit the matter to arbitration. One (1) arbitrator shall be designed by the Board of Trustees, one (1) arbitrator shall be designated by the Unit Owner or Owners requesting arbitration and one arbitrator by the arbitrators so designated, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association

The Trustees shall not in any event be obligated 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 4

Special Common Facilities

As provided in Section 5 of the Master Deed, each Unit of the Condominium shall be entitled as of right to the use of the outdoor parking spaces, porches and bulkheads, if any, included in the common areas and facilities of the Condominium.

Section 5

Rules, Regulations, Restrictions and Requirements

A. The Board of Trustees may, by the affirmative vote of all Trustees, at any time and from time to time adopt, amend and rescind administrative rules and regulations, and such restrictions on and requirements respecting the use and maintenance of the Units and the use of the common areas and facilities as are consistent with the provisions of the Master Deed and are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the common areas and facilities.

B. In addition to the restrictions enumerated in Article 9 of the Master Deed and without limiting the authority of Section 5, Paragraph A hereof, the following further restrictions are imposed for the benefit of the Unit Owners:

- (1) No boats, trailers, motor homes or unregistered vehicles shall be allowed to be parked or stored on the Condominium Property without written consent of all of the Trustees, if so appointed by the Unit Owners;
- (2) No vehicle containing a gross vehicle weight in excess of six thousand six hundred (6,600) pounds shall be parked or stored on the Condominium Property without written consent of all of the Trustees;
- (3) All trash shall be disposed of by the Unit Owners and prior to the day selected by the City of Boston for the trash pickup, the Unit Owners shall store all refuse in closed containers in the rear of the premises in an area designated by all Trustees.

Section 6

First Refusal

There shall be no right of first refusal with respect to sale of the condominium Units in accordance with the provisions of the Master Deed.

Section 7

Meetings

A. The Board of Trustees shall meet annually on the date of the annual meeting of the Unit Owners. Other meetings may be called by any Trustee and in such other manner as the Trustees may establish provided, however, that written notice of each meeting stating the place, day and hour thereof shall be given at least four (4) days before such meeting to each member of the Board of Trustees. A special meeting may also be called by Unit Owner according to Article III Section 1.

B. There shall be an annual meeting of the Unit Owners on *the first Wednesday of October in each year at 8 P.M.* on the premises of the Condominium or at such other reasonable place and time (Not more than twenty (20) days before or after said date) as may be designated by the Board of Trustees given to the Unit Owners at least fourteen (14) days prior to the date so designated. Special meetings of the Unit Owners may be called at any time by the Board of Trustees and shall be called by them upon the written request of Unit Owners entitled to fifty percent (50%) of the beneficial interest hereunder. Written notice of such meeting designating the place, day and hour thereof shall be given by the Board of Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated. At the annual meeting of the Unit Owners the Board or 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 or such meeting shall so state and reasonably specify such matter.

C. All Unit Owners shall constitute a quorum at all meetings. "Unanimous Vote" of Unit Owners as used in this Trust shall mean the votes at a duly noticed meeting of Unit Owners, in person or by proxy, of Unit Owners entitled to one hundred percent (100%) of the beneficial interest of this Trust. All actions by the Unit Owners shall require a unanimous vote. The Unit Owners may take any action requiring a vote without a meeting by unanimous written consent.

Section 8

Notices to Unit Owners

Every notice to any Unit Owner required under the provisions hereof, or which may be deemed by the Trustees to be necessary or desirable in connection with the execution of trust created hereby or which may

be ordered in any judicial proceedings shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such Unit Owner by leaving such notice with him/her at his/her residence or by mailing it postage prepaid, and addressed to such Unit Owner at his/her address as it appears upon the records of the Trustees, at least seven (7) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given.

Section 9

Inspection of books; reports to Unit Owners

Books, accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees and the Unit Owners at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often (if convenient to time), submit to the Unit Owners a report of the operations of the Trustees for such year which shall include a financial statement in such summary form and only in such detail as the Trustees deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by registered mail within a period of six (6) months of the date of the receipt by him shall be deemed to have assented thereto.

Section 10

Seal

The Trustees may sign any instrument under seal without being required to affix a formal, common or wafer seal.

Section 11

Fiscal Year

The fiscal year of the trust shall be the year ending with the last day of December or such other date as may from time to time be determined by the Trustees.

Article VI

Rights and Obligations of Third Parties dealing with the Trustees

Section 1

No purchaser, mortgagee lender or other person dealing with the Trustees as they then appear of record in said **Suffolk County Registry of Deeds** shall be bound to ascertain or inquire further as to the persons who are then Trustees hereunder or be affected with any notice, implied or actual, otherwise than by a certificate thereof, and such record or certificate shall be conclusive evidence of the personnel of said Trustees and of any changes therein. The receipt of the Trustees or any one or more of them for moneys or things paid or delivered to them or him/her shall be an operative discharge 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 Trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose of regularity of any of the acts of the 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 or appointment of any Trustee. Any instrument of appointment of a new Trustee or of any old Trustee purporting to be executed by the Trustee, Unit Owners or other person 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 matter therein recited relating to such discharge, resignation or appointment of the occasion thereof.

Section 2

No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligations, covenant, or agreement, whether oral or written, made, issued, or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee or against any Unit Owner either directly or indirectly, by legal or equitable proceeding or by virtue of any suit or otherwise; and all persons extending credit to contracting with or having any claim against the Trustees, shall look only to the trust property for payment under such contract or claims, or for the payment of any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefore, provided however; that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under provisions of section 8 of Article III hereof or under provisions of said Chapter 183A.

Section 3

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 instrument.

Section 4

This Declaration of Trust and any amendments hereto and any certificate herein required to be filed and any other certificate or paper signed by said Trustees which it may be deemed desirable to record shall be recorded with said **Suffolk County Registry of Deeds** and 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 trust property or any Unit Owner thereunder shall be held to have notice of any alteration or amendment of the Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with said **Suffolk County Registry of Deeds**. Any certificate signed by the Trustees in office at the time, setting forth as facts any matters affecting the trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said **Suffolk County Registry of Deeds** shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificates executed by all of the Trustees hereunder, setting forth the existence or any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustee or Trustees, as the case may be, shall, as to all persons acting in good faith in reliance thereon by conclusive evidence of the truth of the statements made in such certificates and of the existence of the facts therein set forth.

Article VIII
Amendments and Termination

Section 1

The Trustees, with the consent in writing of Unit Owners entitled to not less than one hundred (100%) percent of the beneficial interest hereunder, may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent; the Trustees, first, however, being duly

indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment alteration, addition or change (a) where the percentage of beneficial interest hereunder of any Unit Owner would be altered or in any manner or to any extent whatsoever modified or affected, so as to be different than the percentage of the individual interest of such Unit Owner in the common areas and facilities as set forth in the Master Deed, or (b) which would render this trust contrary to or inconsistent with any requirements or provisions of said chapter 183A, shall be valid or effective. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with said **Suffolk County Registry of Deeds** of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required in the Commonwealth of Massachusetts for the acknowledgement of deeds by the Trustees, setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners herein required to consent 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, alteration, addition or change whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes. Nothing in this paragraph contained shall be constructed as making it obligatory upon the Trustees to amend, alter, add to or change the Declaration of Trust upon obtaining the necessary consent as herein before provided.

Section 2

The trust hereby created shall terminate only upon the removal of the Condominium from the provisions of chapter 183A in accordance with the procedure therefor set forth in section 19 of said chapter.

Section 3

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

Article IX *Construction and Interpretation*

In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and singular. Words denoting males include females and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trust and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. All the trust, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts.

ARTICLE X
Endorsement of Checks, Notes and the Like

Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of all of the Trustees or of the Trust must be signed by all Trustees, or by any person or persons to whom such power may at any time or from time to time be delegated by all of the Trustees.

ARTICLE XI
Maintenance of Units

The Unit Owners shall be responsible for the proper maintenance and repair of their respective Units and the maintenance, repair and replacement of utility fixtures therein serving the same, including, without limitation (and except as stated in the Master Deed to be part of the common areas and facilities of the condominium) interior finish walls; ceilings and floors; windows and window trim; doors; door frames and interior door trim; plumbing and sanitary waste fixtures and fixtures for water and other utilities; electrical fixtures and outlets; and all wires, pipes, drains and conduits for water, sewerage, electric power and light, telephone and any other utility services which are contained in and serve such Unit. If the Trustees shall at any time in their reasonable judgment determine that the interior of any Unit is in such need of maintenance or repair that the market value or reasonable enjoyment of one or more of the other Units is being adversely affected or that the condition of a Unit or fixtures, furnishings, facility or equipment therein is hazardous to any Unit or the occupants, the Trustees shall in writing request the Unit Owner to perform the needed maintenance, repair or replacement or 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 the case of an emergency as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of the Owner(s) of such Unit and to enter upon and have access to such Unit for that purpose. The reasonable cost of such work shall constitute a lien upon such Unit and the Owner(s) of such Unit shall be personally liable therefor.

Article XII
Notification to Mortgagee

Upon written request addressed to the Trustees by a first mortgagee of any Unit, the Trustees shall notify such mortgagee of any default by the mortgagor of such Unit in the performance of the mortgagor's obligations to pay his/her common assessments and other obligations contained herein.

Article XIII
FNMA and FHLMC Provisions

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

Any first mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the mortgagee.

Except as provided by Chapter 183A, in case of condemnation or substantial loss to the Units and/or common areas and facilities of the Condominium, unless all of the first mortgagees holding mortgages on individual Units in the Condominium (based upon one vote for each first mortgage owned) have given their prior written approval, neither the Unit Owners nor the Trustees of the Condominium Trust, by amendment to this Condominium Trust or otherwise shall be entitled to:

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

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

A first mortgagee upon request to the Trustees of the Condominium Trust, will be entitled:

- (a) to written notification from the Trustees of the Condominium Trust of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under the Master Deed or the condominium Trust which is not cured within sixty (60) days;
- (b) to inspect the books and records of the Condominium Trust during normal business hours;
- (c) to receive an audited annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;
- (d) to written notice of all meetings of the Condominium Trust, and to be permitted to designate a representative to attend all such meetings;
- (e) to written notification from the Trustees of the Condominium Trust of any lapse, cancellation or material modification of any insurance policy or fidelity bond (if any) maintained by the Condominium Trust; and
- (f) to written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the first mortgagee holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the common areas and facilities of the Condominium.

The Trustees shall make no agreement for professional management of the Condominium, or any contract with the Declarant, which exceeds a term of three (3) years, and any such agreement shall provide for termination by either party without cause and payment of a termination fee on not more than ninety (90) days written notice. The Trustees shall faithfully observe the requirements of the Federal National Mortgage Association in effect from time to time with respect to self management of the Condominium and shall not implement self management of the Condominium without the requisite Unit Owner and mortgagee approval (if any).

Any material amendment (ie other than to correct technical errors or for clarification) which adds to or amends any provision which establishes, provides for, governs or regulates any of:

- (a) voting;
- (b) assessments, assessment liens or subordination of such liens;
- (c) reserves for maintenance, repair and replacement of the common areas;
- (d) insurance or fidelity bonds;
- (e) rights to use of the common areas;
- (f) responsibility for maintenance and repair of the Condominium;
- (g) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- (h) boundaries of any Unit;
- (i) interests in the common areas;
- (j) convertibility of Units into common areas or of common areas into Units;
- (k) leasing of Units;
- (l) 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;
- (m) any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units shall require (in addition to the Unit Owner consent stated in Article 7, section 1), the approval of at least fifty one percent (51%) according to beneficial interest of those mortgages who have made written request of the Trustees for notice of any such proposed amendment. Any such mortgagee shall be entitled to at least thirty (30) days, written notice of any such proposed amendment, which notice may include the request for the mortgagee's approval. Any such mortgagee who receives a written request to approve any such amendment and who does not deliver or mail to the requesting party a negative response within thirty (30) days shall be deemed to have approved the amendment.

The Declarant intends that the provisions of this Article XIII comply with the requirements of the Federal Home Loan Mortgage corporation and the Federal National Mortgage Association with respect to Condominium mortgage loans and, except as otherwise required by the provisions of Mass. Gen. L. Ch. 183A, all questions with respect thereto shall be resolved consistent with that intention. The provisions of this Article XIII shall not be amended without the written consent of all of the first mortgagees based upon one vote for each first mortgage owned).

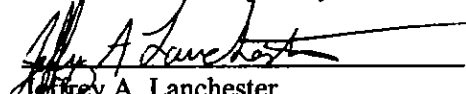
Article XIV *Dispute Resolution*

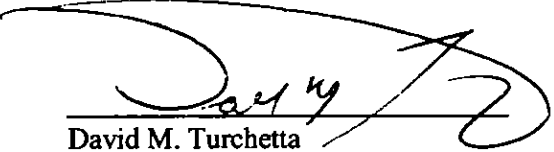
In order to facilitate the continued operation of the condominium in the event of a dispute between the Trustee owner of the condominium, and in conformity with M.G.L. Chapter 183A, Section 12, the Unit Owners upon acceptance of the deed to their respective Unit shall become bound by the following provision for dispute resolution:

In the event any Unit Owner or any Trustee is aggrieved by any action or non-action of another Unit Owner or any Trustee, or in the event that any decision requiring a unanimous vote of the Unit Owners or Trustees remains undecided because such vote does not receive a unanimous vote, or is decided contrary to the desires of any Unit Owner or Trustee, such Unit Owner or Trustee may submit such action or vote to arbitration. Such arbitration shall be conducted by an arbitrator selected by the American Arbitration Association (Boston Office so long as such institution shall exist, or such similar organization as may then be in existence) who shall arbitrate such dispute according to such rules promulgated by such Association. The findings and results of such arbitration shall be binding upon the parties and may thereafter be submitted

to any court of competent jurisdiction. The costs of arbitration conducted under the provisions of this paragraph shall be paid by the party submitting any such dispute to arbitration.

IN WITNESS WHEREOF, Jeffrey A. Lanchester and David M. Turchetta have hereunto set their hands and seals on the day and year first herein above set forth.


 Jeffrey A. Lanchester
 Trustee as aforesaid

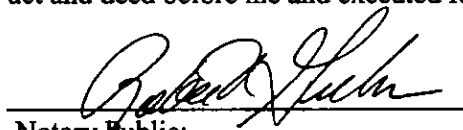

 David M. Turchetta
 Trustee as aforesaid

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

February 24, 2004

Then personally appeared the above-named **Jeffrey A. Lanchester** and **David M. Turchetta** who produced Massachusetts drivers licenses as identification and acknowledged the foregoing instrument to be their free act and deed before me and executed for its intended purpose.


 Notary Public:

My commission expires: *4-2-04*

ROBERT E. GRENHAM, JR.

