

MARY ALICE WAY CONDOMINIUM TRUST

DECLARATION OF TRUST

DECLARATION OF TRUST made this _____ day of _____, 1989, at Mansfield, Bristol County, Massachusetts by Michael A. McClanahan and Mary Alice A. McClanahan (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 Trustee or the Trustees for the time being hereunder wherever the context so permits) and to be recorded with the Bristol County Northern District Registry of Deeds (the "Registry of Deeds"). The Trustees both have a business address at 121 Rumford Avenue, Mansfield, Massachusetts.

ARTICLE I

NAME OF TRUST

The Trust hereby created shall be know as Mary Alice Way Condominium 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 PURPOSES

Section 2.1 Unit Owners' Organization All of the rights and powers in and with respect to the common areas and facilities of Mary Alice Way Condominium (the "Condominium") established by a Master Deed recorded herewith (the "Master Deed") which are, by virtue of Massachusetts General Laws, Chapter 183A ("Chapter 183A"), conferred upon or exercisable by the organization of Unit Owners of the Condominium, and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder shall vest in the Trustees as joint tenants with right of survivorship as Trustees of this Trust, 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 the Units of the Condominium (hereinafter referred to as the beneficial interest) set forth in Article IV hereof and in accordance with the provisions of section 10 of Chapter 183A for the purposes therein set forth.

Section 2.2 No Partnership It is hereby declared that a trust and not a partnership has been created and that the Unit Owners are beneficiaries, 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 beneficiaries, with only such rights as are conferred upon them as such beneficiaries hereunder and pursuant to the provisions of Chapter 183A.

ARTICLE III

THE TRUSTEES

Section 3.1 Number, Designation and Acceptance of Trustees; Declarant's Rights to Designate Trustees There shall at all times be Trustees consisting of such number, not less than one, as shall result from the designation of Trustees by the Unit Owners as set forth in this Section 3.1. At any time, and from time to time, the owner(s) of each Unit may designate one Trustee; or, with the consent of all Unit Owners, each Unit may designate two Trustees. All owners of the Unit shall act unanimously in making any such designation. Any such designation shall become effective upon recording with the Registry of Deeds an instrument of designation and acceptance executed by all Unit Owners making the designation and indicating by that person's signature the acceptance of the person so designated to act as Trustee and including a certification under oath by those Unit Owners that written notification of the designation has been given to the other Unit Owners and to each Trustee and such person shall then be a Trustee and shall be vested with the title of the trust property jointly with the remaining or surviving Trustees or Trustee without the necessity of any act of transfer or conveyance. The same person may be designated a Trustee by the owner(s) of more than one Unit.

The initial Trustees are as stated in this Trust and shall be deemed to have been designated Trustees as follows:

Trustee

Unit Designated By

Michael A. McClanahan
Mary Alice A. McClanahan

Units 1 & 2
Units 1 & 2

During (but only during) any time that there is no effective, outstanding designation of Trustee of record in the Registry of Deeds, all persons appearing in the Registry of Deeds as owners of Units in the Condominium shall be deemed Trustees of this Trust, representing their respective units, without further act of designation or acceptance and each of their terms as Trustees shall end without any act of resignation upon the recording with the Registry of Deeds of a designation and acceptance of Trustee.

Section 3.1.1 Trustees' Term of Office Each Trustee shall hold office until his or her respective successor shall have been designated by the Unit Owner(s) so entitled and such designation shall have been recorded with the Registry of Deeds, or until such Trustee sooner resigns, is removed or dies. Unless a contrary intent appears from the records of the Registry of Deeds, a Trustee shall be deemed removed from representation of a Unit upon recording of a Unit Deed for that Unit signed by the persons who designated the Trustee to represent that Unit. The failure of any Unit Owner(s) to designate a Trustee shall not in any manner impair full exercise of the powers, discretions and duties of the Trustees by the Trustees, or Trustee, if there be only one, then in office.

Section 3.2 Trustee Action In any matter relating to the administration of the trust hereunder and the exercise of the powers hereby conferred, the Trustees shall act by majority vote at any duly called meeting at which a quorum, as defined in Section 5.9.1, is present. The Trustees may act without a meeting in any case by unanimous written consent and in cases requiring, in the sole judgment of a majority of the Trustees, response to an emergency by majority written consent.

Section 3.3 Resignation and Removal Any Trustee may resign at any time by instrument signed and duly acknowledged by that Trustee. Any Trustee may be removed from office, with or without cause, by all owners of the Unit(s) which designated that Trustee. A Trustee designated by the owners of more than one Unit may be removed from representation of any one or more of the Units which designated that Trustee while continuing as Trustee for the owners of other Units who so designated him or her. Removals shall be effective by an instrument stating the fact of removal signed by all owners of the Unit(s) making the removal which shall include a certification under oath that the Trustee being removed has been so notified. Removals may be made regardless of whether another person is being designated Trustee by the Unit(s) effecting such removal. All such actions shall be effective upon recording with the Registry of Deeds.

Section 3.4 Bond or Surety Except as may be required under Section 5.8.1, no Trustee, whether an original or successor Trustee, shall be obliged to give any bond or surety or other security for the performance of any of his her duties hereunder, provided, however, that the Unit Owners by majority vote may at any time upon written notice 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 3.5 Compensation of Trustees With the approval of a majority of the Unit Owners, each Trustee may receive such reasonable remuneration for extraordinary or unusual services rendered by him or her in connection with this Trust, 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. No compensation may be voted for any Trustees designated by a Unit owned by the Declarant.

Section 3.6 No Personal Liability No Trustee shall under any any circumstances or in any event be held liable or accountable out of his or her personal assets or be deprived of compensation by reason or any action taken, suffered or omitted in good faith in the reasonable belief that the action was in the best interests of this Trust.

Section 3.7 Trustees May Deal with the Condominium No Trustee shall be disqualified by his or her office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his or her interest individually or the Trustees' interest or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any other reason) as vendor, purchaser or otherwise, nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which any Trustee shall be interested in any way 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 or her interest before entering into the dealing, contract or arrangement.

Section 3.8 Indemnity of Trustees Each Trustee shall be entitled to indemnity both out of the Trust property and by the Unit Owners against any liability including, without limitation, liabilities in contract and in tort and liabilities for damages, penalties and fines incurred by them or any of them in the execution hereof and performance of their obligations hereunder unless the Trustee shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that the action was in the best interests of this Trust; and, acting by majority, the Trustees may purchase as a common expense of the Condominium, such insurance against such liability as they shall determine is reasonable and necessary. All Owners of each Unit shall be personally and jointly and severally liable for all sums lawfully assessed for their proportionate share (according to beneficial interest) of the common expenses of the Condominium

and for their proportionate share (according to beneficial interest) of any claims involving the Trust property in excess thereof, all as provided in Sections 6 and 13 of Chapter 183A. Nothing in this paragraph shall be deemed to limit in any respect the powers granted to the Trustees in this Declaration of Trust.

ARTICLE IV

THE BENEFICIARIES

Section 4.1 The Beneficiaries and Their Beneficial Interests The beneficiaries of this Trust shall be the Unit Owners of Mary Alice Way Condominium from time to time. The beneficial interest in this Trust shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium as stated in the Master Deed of the Condominium as it may be amended from time to time.

Section 4.2 Each Unit to Vote by One Person; Proxies, Unit Owner Defined; 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 the Unit. To that end, whenever any Unit is owned of record by more than one person, the several owners of the Unit shall (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to the Unit under this Trust, and (b) notify the Trustees of such designation by a notice in writing signed by all of the record owners of the 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 such notice of designation, the Trustees may designate any one such owner for such purposes. Notwithstanding the preceding sentences of this Section 4.2, owners of a Unit shall act unanimously in the designation and removal of Trustees.

ARTICLE V

THE BY-LAWS

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

Section 5.1 Powers of the Trustees The Trustees shall have all the powers necessary for the administration of the

offices of the Condominium and, acting by a majority, may do all things, subject to and in accordance with all applicable provisions of Chapter 183A and the Master Deed, necessary and convenient there to, and, without limiting the generality of the foregoing, the Trustees may, with full power and uncontrolled discretion, 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) Retain the Trust property, or any part or parts thereof, in the same form or forms of investments in which received or acquired by them so far and so long as they shall think fit, without liability for any loss resulting therefrom;
- (ii) Sell, assign, convey, transfer, exchange and otherwise deal with or dispose of the Trust property, but not the whole thereof, free and discharge of any and all trusts, at public and private sale, to any person or persons for cash or on credit, and in such manner and on such restrictions, stipulations, agreements and reservations as they shall deem proper, including the power to take back mortgages to secure the whole or any part of the purchase price of any of the Trust property sold or transferred by them, and execute and deliver any deed or other instrument in connection with the foregoing;
- (iii) Purchase or otherwise acquire title to, and rent, lease or hire from others for terms which may extend beyond the termination of this Trust, any property or rights to property, real or personal, and own, manage, use and hold such property and rights;
- (iv) 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 evidence the same by notes, bonds, securities or other evidences of indebtedness, which may mature at a time even beyond the possible duration of this Trust, and execute and deliver any mortgage, pledge or other instrument to secure any such borrowing;
- (v) Enter into any arrangement for the use or occupation of the Trust property, or any part or parts thereof, including, without thereby limitation the generality of the foregoing, leases, subleases, easements, licenses 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.

- (vi) Invest and reinvest the Trust property, or any part or parts thereof, and from time to time, as often as they shall see fit, change investments, including investments in all types of securities and other property, or 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 character or in an amount not customarily considered proper for the investment of trust funds of which does or may not produce income;
- (vii) Incur such liabilities, obligations and expenses and 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 this Trust;
- (viii) Determine whether receipt by them constitutes principal or income or surplus and allocate between principal and income and designate as capital or surplus any of the funds of the Trust;
- (ix) Vote in such manner as they shall think fit any or all shares in any corporation or trust which shall be held as Trust property, and for that purpose give proxies to any person, persons or to one or more of their number, vote, waive any notice or otherwise act in respect of any such shares;
- (x) Deposit any funds of the Trust in any bank or trust company, and delegate to any one or more of their number, or to any other person or persons, the power to deposit, withdraw and draw checks on any funds of the Trust;
- (xi) Engage in such litigation in the name of and on behalf of the Trust as they deem necessary and proper to further the purposes of this Trust;
- (xii) Maintain such offices and other places of business as they shall deem necessary or proper and engage in business in Massachusetts or elsewhere.
- (xiii) Employ, appoint and remove such agents, managers, officers, board of managers, brokers, engineers, architects, 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 not be answerable for the acts and defaults of any such person. The Trustees may delegate to any such agent, manager, officer, board, broker, engineer, architect, 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. Without hereby limiting the generality of the foregoing, the Trustees may designate from their number a Chairman, a Treasurer, a Secretary, and such other officers as they deem fit, and may from time to time designate one or more of their own number to be the Managing Trustee or Managing Trustees for the management and administration of the Trust property and the business of the Trust, or any part or parts thereof;

- (xiv) Generally, in all matters not herein otherwise specified, control and do each and every thing necessary, suitable, convenient, or proper for the accomplishment of any of the purposes of the Trust or incidental to the powers herein or in said Chapter 183A, manage and dispose of the Trust property as if the Trustees were the absolute owners thereof and to do any and all acts, including the execution of an instruments, which by their performance thereof shall be shown to be in their judgment for the best interest of the Unit Owners.

Section 5.2 Maintenance and Repair of Units The Units Owners shall be responsible for the proper maintenance and repair of their respective Units and the maintenance, and 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 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 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 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 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 case of 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 and jointly and severally liable therefor.

Section 5.3.1 Maintenance, Repair and Replacement of Common Areas and Facilities; Trustee Access to Units The Trustees shall be responsible for the proper maintenance, repair and replacement of the common areas and facilities of the Condominium (see Section 5.5 for specific provisions dealing with repairs and replacement necessitated because of casualty loss or condemnation), which may be done through the managing agent, as hereinafter provided, and any two Trustees (one if there then be only one in office) or the managing agent or any others who may be designated by a majority of the Trustees may approve payment of vouchers for such work. The expense of such maintenance, repair and replacement shall be assessed to the Unit Owners as common expenses of the Condominium as such times and in such amounts as provided in Section 5.4. The Trustees' decision that work on the common areas and facilities is in maintenance, repair or replacement, and not improvement, thereof shall be conclusive and binding on all Unit Owners unless shown to have been made in bad faith.

The trustees and their agents shall have access to each Unit from time to time during reasonable hours for the maintenance, repair or replacement of any of the common areas and facilities therein or accessible therefrom or for making emergency repairs therein necessary, in the Trustee's sole judgment, to prevent damage to the common areas and facilities or to another Unit or Units.

Section 5.3.2. No Work Shall Jeopardize Building No work which would jeopardize the soundness or safety of the building shall be done in a Unit or in the common areas and facilities therein or accessible therefrom or for making emergency repairs therein necessary, in the Trustee's sole judgment, to prevent damage to the common areas and facilities or to another Unit or Units.

Section 5.4 Common Expense Funds

Section 5.4.1. Liability for Common Expenses; Reserve Funds The Unit Owners shall be liable for common expenses and, subject to the Trustees' judgment as to reserve and contingent liability funds stated below, shall be entitled to the benefit

of surplus accumulations if any, of the Condominium in proportion to their beneficial interest in the Trust. The Trustees may from time to time in their sole discretion distribute surplus accumulations, if any, among the Unit Owners in such proportions. The Trustees shall, to the extent they deem advisable, set aside common funds for reserve or contingent liabilities, and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or, subject to the provisions of the following Sections 5.4.2. and 5.4.4. for maintenance, 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.

Section 5.4.2. Assessment of Common Expenses; Taxes At least thirty (30) days prior to the commencement of each fiscal year of this Trust or as promptly thereafter as is reasonable, the Trustees shall estimate the common expenses expected to be incurred during the next fiscal year together with a reasonable provision for contingencies, an adequate reserve fund for maintenance, repair and replacement of the common areas and facilities and any amount needed to make up any deficit in any prior year, and after taking into account any undisturbed surplus accumulations from prior years not set aside for reserve or contingent liabilities, shall determine the assessment to be made the next fiscal year.

During such time that real estate taxes (including betterment assessments) are assessed against the real property described in the Master Deed as one (or more) tax parcels, but not as condominium units, the Trustees may collect and expend, in the same manner as common expenses, all amounts necessary to pay such real estate taxes and betterment assessments for common benefit. Each Unit shall be assessed for such real estate taxes in proportion to its beneficial interest in the common areas and facilities of the condominium. The Trustees may collect the funds for such real estate taxes in lump sums or installments, using such procedure, including installment payments in advance, as they in their sole discretion shall determine and they may charge any penalties for late payment imposed by the municipal authorities to the Unit(s) responsible therefor.

The Trustees shall promptly render statements to the Unit Owners for their respective shares of assessments, according to their beneficial interest in the common areas and facilities, and such assessment shall, unless otherwise provided therein, be due and payable within (30) days after the same are rendered. In the event that the Trustees determine that the assessment so made for any fiscal year is less than the common expenses actually incurred for that year, or in the reasonable opinion of the Trustees likely to be incurred, the Trustees

shall make supplemental or special assessment or assessments and render statements therefor in the manner aforesaid. The Trustees shall provide for payments of assessments in monthly or other regular installments. The amount of each such assessment shall be a personal liability of each person who is a Unit Owner at the time of the assessment (and jointly and severally among the owners of each unit) and, if not paid when due, or upon the expiration of such grace period as the Trustees may (but need not) designate, shall carry a late charge in such amount or at such rate (which amount or rate need not be in proportion to the beneficial interests in this Trust) as the Trustees shall determine and, together with any such late amount or charge and attorneys' fees and all other costs of collection as hereinafter provided, shall constitute a lien on the Unit pursuant to the provisions of Section 6 of Chapter 183A. The Trustees in their sole discretion may for good cause waive all or any portion of the late charge, attorneys' fees and the other costs of collection; provided that Trustees shall be disqualified from voting regarding any such waiver with respect to any Unit owned or occupied by such Trustee, and each Unit Owner, by acceptance of Unit Deed, agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the Trustees in collection of said assessments for common expenses and enforcement of said lien.

Section 5.4.3 Application of Common Funds The Trustees shall expend common funds only for the purposes permitted by this Trust and By Chapter 183A.

Section 5.4.5 Notice of Default to Mortgagees 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 under the Master Deed or this Declaration of Trust not cured within 60 days of default.

Section 5.5 Rebuilding and Restoration After Casualty; Improvements

Section 5.5.1 Casualty Loss In the event of any casualty loss to the Condominium, 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 as 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) authorizing the Trustees to proceed with the necessary repair, rebuilding

or restoration, and (b) a copy of the provisions of 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 Section 17.

Section 5.5.2 Proposed Improvements 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 twenty-five percent or more of the beneficial interest in this Trust to make any such improvement or improvements 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 Chapter 183A. Upon receipt by the Trustees of such agreement signed by the Unit Owners holding seventy-five percent or more of the beneficial interest or the expiration of ninety days after such agreement was first submitted to the Unit Owners, whichever 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 exceeds seventy-five percent, the Trustees shall proceed to make the improvement or improvements specified in such agreement and, in accordance with Section 18 of Chapter 183A, shall charge the cost of improvement to all the Unit Owners. The agreement so circulated may also provide for separate agreement by the Unit Owners that if more than fifty percent, but less than seventy-five percent of the beneficial interest so consent, the Trustees shall proceed to make such improvement or improvements and shall charge the same to the Unit Owners so consenting.

Section 5.5.3. Arbitration of Disputed Trustee Action Notwithstanding anything in Sections 5.5.1 and 5.5.2, in the event that any Unit Owner(s), by written notice to the Trustees, shall dissent from any determination of the Trustee with respect to the value of the Condominium or any other determination or action of the Trustees under this Section 5.5, and such dispute shall not be resolved within thirty days after such notice, then either the Trustees or the dissenting Unit Owner(s) shall submit the matter to arbitration. For that purpose, one arbitrator shall be designated by the Trustees, one by the dissenting Unit Owner(s) shall submit the matter to arbitration. For that purpose, one arbitrator shall be designated by the Trustees, one by the dissenting Unit Owner(s) and a third by the two arbitrators so designated. Such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association and shall be binding upon all parties. The Trustees' decision that work constitutes a repair, rebuilding or restoration other than an improvement shall be conclusive and binding on all Unit Owners unless shown to have been made in bad faith. The Trustees

shall in no 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 Trustees' estimate of all costs thereof.

Section 5.5.4 Condemnation 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 majority 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 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, (i) the beneficial interests of the remaining Units, 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 have no 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 Owners, mortgagees and other lien before holders of such Unit as their interests may appear.

Section 5.6 Rules and Regulations The Trustees may from time to time adopt, amend and rescind rules and regulations governing the operation and use of the common areas and facilities, 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 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 and after written notice thereof may implement such uniform remedies, including but not limited to fines, as the Trustees shall determine. Trustees do hereby adopt the initial Rules and Regulations annexed to this Declaration of the Trust.

Section 5.7 Managing Agent The Trustees may, at their discretion, appoint a manager or managing agent to administer the management and operation of the Condominium, including the incurring of expenses, the making of disbursements and the keeping of accounts, as the Trustees shall from time to time determine. The Trustees or such manager or managing agent may appoint, employ and remove such additional agents, attorneys, accountants or employees as the Trustees shall determine.

Section 5.8 Insurance

Section 5.8.1 Coverage 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 Insurance Casualty and physical damage insurance on the building 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 altered by amendment to the Master Deed, together with the service machinery, apparatus, equipment, personal property and supplies of the Condominium Trust, and installations located in the Condominium and existing for the provision of central services or for common use, in an amount not less than 100% of their full replacement value (exclusive of land, footings, excavations, foundations and such other like items as normally excluded from coverage), against (1) loss or damage by fire and other hazards covered by the standard extended coverage endorsement and the standard "all risk" 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 and physical damage insurance shall also include standard so-called "construction code endorsements" including, if available, a Demolition Cost Endorsement, Contingent Liability from Operation of Building Laws Endorsement, and Increased Cost of Construction Endorsement, or their equivalent and Replacement Cost, Inflation Guard and Agreed Amount endorsements or their equivalents. All policies of casualty and physical damage insurance shall provide (to the extent such clauses are reasonably obtainable) (1) that such policies may not be cancelled or substantially modified without at least thirty days' prior written notice to all of the insureds and each Unit mortgagee, and (2) that the coverage thereof shall not be terminated for nonpayment of premiums without thirty days' notice to all of the insureds and each Unit mortgagee. Certificates of such insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered by the Trustees to Unit Owners and their mortgagees upon request at least ten days prior to the expiration of the then current policies.

B. Public Liability Insurance 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, liability arising out of lawsuits relating to employment contracts to which the Trust is a party, elevator collision 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 \$1,000,000 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. Each such policy shall provide for at least 20 days' prior written notice to all of the insureds and each holder of a first mortgage covering a Unit before any cancellation or substantial modification thereof by the insurer.

C. Fidelity Bonds At The Trustees' sole discretion, fidelity bonds or other like insurance to protect against dishonest acts by persons responsible for handling funds belonging to or administered by the Trust liability insurance of the Trustees' acts.

D. Flood Insurance If any part of the Condominium is located in a special flood hazard area designated by the Federal Emergency Management Agency, or its successor, under the National Flood Insurance Program, flood insurance covering the buildings and any other property located within such designated flood hazard area, in an amount at least equal to the lesser of (i) 100% of the current replacement cost of all buildings and other insurable property located in such flood hazard area, or (ii) the maximum coverage available for such buildings and property under the National Flood Insurance Program.

E. Directors and Officers Liability Insurance In the Trustees' sole discretion, Directors and Officers Liability Insurance covering the Trustees and other Unit Owners participating in the governance of the Condominium.

F. Other Insurance In the Trustees' sole discretion, such other insurance coverage as they shall deem desirable. If the Federal Home Loan Mortgage Corporation ("FHLMC") holds any interest in one or more first mortgages of Units in the Condominium, upon the written request of FHLMC, FNMA or the holder of record of a first mortgage on a Unit, the Trustees

pursuant to Section 3.1. A "majority" or "majority vote" shall exist when the votes (by beneficial interest) in favor of a matter exceed 55% of the votes (by beneficial interest) of all Trustees then in office.

Section 5.9.2 Meetings of Unit Owners There shall be an annual meeting of the Unit Owners on the first Wednesday in December in each year at 8:00 P.M. (or on such other day and time at least once each calendar year as may be designated by the Trustees). Special meetings (including a meeting in lieu of a passed annual meeting) of the Unit Owners may be called at any time by the Trustees and shall be called by them for any purpose upon the written request of Unit Owners entitled to more than 33% of the beneficial interest of the Trust and upon written request of any Unit Owner if the purpose of the meeting is to fill vacancies in the Board of Trustees. Written notice of any meeting designating a reasonable place and the day and hour thereof shall be given by the Trustees to the Unit Owners at least seven days prior to the date of so designated.

Section 5.9.3 Quorum of Unit Owners; Majority Vote of Unit Owners Defined; Unit Owner Action by Consent in Lieu of Meetings Unit Owners entitled to more than 55% of the beneficial interest of this Trust shall constitute a quorum at all meetings. "Majority" and "majority 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, (i) of Unit Owners entitled to that percentage of the beneficial interest of this Trust constituting a quorum or (ii) of Unit Owners entitled to a majority of the beneficial interest represented in person or by proxy, whichever is greater. All actions by Unit Owners shall require a majority vote except where the provisions of this Trust or Chapter 183A require a larger percentage. The Unit Owners may take any action requiring a vote without a meeting only by unanimous written consent.

Section 5.10 Trustees' Records of Unit Owners and Unit Mortgagees Deemed Conclusive On each transfer of an ownership interest in or the grant of any mortgage on a Unit, the person or persons acquiring an ownership interest, of the correct name of all the owners of the Unit and of any mortgagee thereof. Unless otherwise required by law, records of owners and mortgagees maintained by the Trustees shall be conclusive for all purposes, including without limitation, for all notices to Unit Owners, for owners' meetings and all owner votes and for amendments to the Master Deed and this Condominium Trust; and the Trustees may, but shall have no obligation to, examine the records of the Registry of Deeds to determine ownership of Units. Unless otherwise required by law, all actions, including without limitation amendments to this Trust or to the Master Deed of the Condominium, shall be valid if taken by the requisite number of Unit Owners as they appear on the Trustees'

records of ownership; provided, as to actions recorded with the Registry of Deeds, that the Trustees so certify under oath and such certificate is recorded with Registry of Deeds.

Section 5.10.1 Notice to Unit Owners Every notice to any Unit Owner required under provisions of this Trust or which may be deemed by the Trustees necessary or desirable in connection with execution of the trust created hereby or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if given in writing by one or more of the Trustees to such Unit Owner by mailing it, postage prepaid, addressed to such Unit Owner at his or her address as it appears upon the records of the Trustees if other than at his or her Unit or by mailing or delivering it to the Unit if such Unit appears, at least seven days prior to the date fixed for the happening of the matter, thing or event of which such notice is given. The Owner(s) of each Unit shall have the responsibility of providing the Trustees with any address other than the Unit to which the Owner(s) desire notices to be mailed.

Whenever at any meeting the Trustees propose to submit to the Unit Owners any matter with respect to which specific approval of, or action by, the Unit Owners is required by law or this Trust, the notice of such meeting shall so state and reasonably specify such matter.

Section 5.11 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 shall be open to inspection to any one or more of the Trustees, the Unit Owner(s) and first mortgagee of any Unit at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trust for such year. If the Trustees so determine or if any Unit Owner so requests in writing to the Trustees, the report shall include financial statements by a certified public accountant which may, but need not be certified, as the Trustees shall determine, and shall be in such summary form and in only such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by registered mail within a period of one month of the date of his or her receipt of the report shall be deemed to have assented thereto.

Section 5.12 Checks, Notes, Drafts, and Other Instruments Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any two Trustees (or by one Trustee if there is only one), or by any person or persons to whom such power may at any time or from time to time have been delegated by majority vote of the Trustees.

Section 5.13 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.

Section 5.14 No Notice to Unit Owners Unless expressly required by Chapter 183A, so long as there is a Trustee designated of record by any unit, the Trustees shall not be required to give notice to the owners of that Unit of action proposed or taken.

Section 5.15 Arbitration of Disputes Except as provided in Section 5.3.3 and notwithstanding anything to the contrary in this Article V, in the event that any Unit Owner(s), by written notice to the Trustees, shall dissent from any failure of the Trustees to make a determination or to act due to deadlock, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owner(s) may submit the matter to arbitration. For that purpose, one independent arbitrator (who shall be a disinterested party who is not a Trustee or Unit Owner, and who shall be a licensed real estate broker having not less than five (5) years' experience as a real estate broker in Boston and/or Mansfield) shall be designated by the dissenting Unit Owner(s), one by the other unit owner(s) and a third by the two arbitrators so designated. Such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association and shall be binding upon all parties. Each Unit Owner shall bear the expense of his or her designated arbitrator and shall pay one-half of the cost of the third arbitrator.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF THIRD PARTIES DEALING WITH THE TRUSTEES

Section 6.1 Reliance on Identity of Trustees No purchaser, mortgagee, lender or other person dealing with the Trustees as they appear on record in the Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees under this Trust, or be affected by any notice, implied, constructive or actual, otherwise than by a certificate thereof signed by one or more of the persons appearing record in the Registry of Deeds as Trustees, and such record or certificate shall be conclusive evidence of the personnel of the Trustees and of any changes therein. 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 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 or regularity of any of the acts of the Trustees, and any instrument of appointment of a new Trustee or resignation or removal of an old Trustee purporting to be executed by the Trustees, Unit Owners or other persons required by this Trust to execute the same, shall be conclusive in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation, removal or appointment or the occasion thereof.

Section 6.2 No Personal Liability In Trustees No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceedings, or by virtue or 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 any debt, damage, judgement 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 therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners or the indemnity of the Trustees under provisions of Section 3.8 of this Trust or under provisions of Chapter 183A.

Section 6.3 All Obligations Subject to This Trust 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 of this Trust, whether or not express reference shall have been made to this instrument.

Section 6.4 Further Matters of Reliance This Declaration of Trust and any amendments to this Trust and any certificate required by the terms of this Trust to be recorded and 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 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 beneficiary thereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with the Registry of Deeds. Any certificate signed by two Trustees in office at the time (only one Trustee if there is only one at the time), setting forth as facts any matter 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, or any one of them to do any act, when duly acknowledged and recorded with the Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by any Trustee hereunder, or by 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 Trustee or majority, as the case may be, shall as to all persons acting in good faith in reliance thereon be conclusive evidence of the truth of the statements made in such certificate, the existence of the facts therein set forth and the existence of the authority of such Trustees(s) to execute and deliver the designated instrument on behalf of the Trust.

Section 6.5 Common Expenses in Event of Unit Mortgage Foreclosure Any first mortgagee who comes into possession of a Unit pursuant to the remedies provided in its mortgage, by foreclosure of such mortgage or by deed in lieu of foreclosure shall take such Unit free of any claims for unpaid common expenses or assessments against such Unit and after the date such mortgage was recorded in the Registry of Deeds (except for a pro-rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 6.6 Common Expense Certificates Notwithstanding any other provision of this Article VI, any certificate setting forth the amount of unpaid common expenses assessed as a lien against any Unit as provided by subsection (d) of Section 6 of Chapter 183A shall be conclusive evidence of the facts stated therein if signed by any two Trustees then in office (or one if there be only one in office).

AMENDMENTS AND TERMINATION

Section 7.1 Amendments Except as stated in Section 6.7, the Trustees, with the consent in writing of Unit Owners entitled to not less than 67% of the beneficial interest in this Trust, may at any time 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 not such amendment, alteration, addition or change (a) according to the purport of which the percentage of the beneficial interest hereunder of any Unit Owner would be altered or in any manner or to any extent whatsoever modified or affected so as to be different from the percentage of the individual interest of such Unit Owner in the common areas and facilities as set forth in the Master Deed, and any amendment thereto, or which would render this Trust contrary to or inconsistent with any requirements or provisions of Chapter 183A, shall be valid or effective; and (b) according to the purport of which would eliminate, impair or otherwise adversely affect any rights special to the declarant (i.e. not appertaining generally to all Unit Owners) shall be of any force or affect unless assented to in writing by the Declarant. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with the 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 Massachusetts for the acknowledgment of deeds by any two Trustees, if there be at least two then in office (or one Trustee if there be only one if office), setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners required by this Trust to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity 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 shall be construed as making it obligatory upon the Trustees to amend, alter, add to or change the Declaration of Trust upon obtaining the necessary consent as hereinbefore provided.

The Declarant reserves for itself and any successors to the Declarant's interest in the Condominium during such time as the Declarant is entitled to appoint a majority of the Trustees of the Condominium Trust the right, without the consent or signature of any other Unit Owner, to amend this Condominium Trust to conform it with the requirements of the Federal Home Loan Mortgage Corporation or the Condominium.

Section 7.2 Termination The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure therefor set forth in Section 19 thereof.

Section 7.3 Disposition of Trust Property Upon Termination Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of Chapter 183A, sell and convert into money the whole of the Trust property, or any part thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among and distribute in kind, at valuations made by them which shall be conclusive, all other property then held by them in trust hereunder, to the Unit Owners according to their respective beneficial interest stated in this Trust. In making any sale under this section, the Trustees shall have power to sell by public auction or private sale or contract and to buy in or rescind or vary and 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 VIII

MISCELLANEOUS

Section 8.1 Construction In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is reasonably required by the subject matter or context. The title heading of different parts hereof are inserted only for convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation of effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts. Unless the context otherwise indicates, words defined in Chapter 183A shall have the same meaning here.

Section 8.2 Waiver The provisions of this Trust shall be waived only in writing by the party charged therewith, and not by conduct, no matter how often repeated.

Section 8.3 Partial Invalidity The invalidity of any provision of this Trust shall not impair or affect the validity of the remainder of this Trust and all valid provisions shall remain enforceable and in effect notwithstanding such invalidity.

MASTER DEED

Michael A. McClanahan and Mary Alice A. McClanahan (the Declarants), being the owners of the land and building in Mansfield, Bristol County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed with the Bristol County Registry of Deeds (the "Registry of Deeds") does hereby submit those premises to the provisions of Chapter 183A of the Massachusetts General Laws (Chapter 183A), proposes to create, and hereby does create with respect to those premises a condominium to be governed by and subject to the provisions of Chapter 183A, and to that end declares thus:

Section 1. Name. The name of the Condominium shall be:

Mary Alice Way Condominium

Section 2. Description of Land. The land on which the condominium is located is described as the land in Mansfield, Bristol County, Massachusetts, described as follows:

Being lots of land numbered: 44, 45, 46, 47, and 48, on the Wood's Plan, so called, and located off the northerly side of Highland Avenue, however the same may be bounded and described the same in size and location as shown on a plan drawn by David H. Perkins, C.E., Oct. 1916.

Section 3. Description of Building. There is, on the land described, one two-story building (the "Building") containing two residential units. The building is constructed of wood frame.

Section 4. Floor Plans; Designation of Units and Their Boundaries. The following plans of the Building, showing the layout, location, unit designation and dimensions of the Units, stating the name of the Building and bearing the verified statement of Hutchins Trowbridge Associates, Inc. certifying that the plans fully and accurately depict the same, captioned "Plan of Mary Alice Way Condominium." (the "Plans"), are recorded with and as a part of this Master Deed.

Condominium Unit 1 and Unit 2 are both located on portions of the basement, first, second and third floors of the Building. Each Unit has three bedrooms, two bathrooms,

a kitchen and breakfast area, living room, dining room and deck. Each Unit has access directly to the common area land.

The boundaries of each of the Units are as follows:

Floors: The plane of the upper surface of the concrete subflooring in the basements.

Roof: The plane of the lower surface of the roof rafters.

Interior building walls: The plane of the surface of the firewall between the Units and the vertical plane of the centerline of the firewall from the top of said firewall extending through the roof to the plane of the upper surface of the roof shingles extending to the plane of the lower surface of the roof rafters.

Exterior doors and windows: The exterior surface of the doors and the door frames; as to windows, the exterior surface of the glass and of the sash, (or, in the case of storm windows, the exterior surface of the storm window glass and frame), and the exterior surface of the window frame.

Section 5. Common Areas and Facilities. The common areas and facilities of the Condominium consist of:

- (a) The land described in Section 2;
- (b) All portions of the Building not included in any Unit by virtue of the Plans and Section 4 above, including, without limitation, the following to the extent such may exist from time to time:
 - (1) The firewall between the Units;
 - (2) The exterior front stairway;
 - (3) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services which are contained in the common portions of the Building and all such facilities contained within any Unit which serve parts of the Building (including Units) other than the Unit within which such facilities are contained, together with an easement of access thereto in the Trustees of the Condominium Trust for maintenance, repair and replacement; and
- (c) Such additional common areas and facilities as may be defined in Chapter 183A.

The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium as follows:

Unit 1	50%
Unit 2	50%

These percentage interests have been computed, conformably with Chapter 183 A, upon the approximate relation which the fair market value of each Unit on the date of this Master Deed bears to the aggregate fair market value of all the Units on that date.

The common areas and facilities shall be subject to the provisions of the By-laws of Mary Alice Way Condominium Trust recorded herewith ("the Condominium Trust") and any rules and regulations from time to time in effect pursuant thereto.

If any portion of the common areas and facilities of the Condominium shall encroach upon any Unit or if any Unit shall encroach upon any portion of the common areas or any other Unit, as these are shown on the Plans, there shall be deemed to be mutual easements in favor of the Unit Owners collectively as owners of the common areas and the respective individual Unit Owners involved to the extent of such encroachments so long as the same shall exist.

Section 5.1. Yard Easement.

There is appurtenant to Unit 1 an exclusive easement to use the portion of the yard in the common area of the Condominium shown on the plan as Area A, for recreational and gardening purposes. This easement shall end upon the permanent withdrawal of the premises from condominium status. This exclusive easement shall run with Unit 1 and may not be conveyed or retained separately from Unit 1.

There is appurtenance to Unit 2 an exclusive easement to use the portion of the yard in the common area of the Condominium shown on the site plan as Area B for recreational and gardening purposes. This easement shall end upon the permanent withdrawal of the premises from condominium status. This exclusive easement shall run with Unit 2 and may not be conveyed or retained separately from Unit 2.

Prior to building any improvement in the yard, the Owner of the Unit planning such improvement (the "Unit improvement") must submit to the Trustees of the Condominium Trust for structural, architectural and aesthetic review and

approval. Such plans and specifications must be in detail reasonably satisfactory to the Trustees. Any unit improvement must comply with all applicable laws, rules and regulations. All expenses associated with the design, review and construction of any unit improvement, including without limitation, expenses incurred (i) in common areas, (ii) in obtaining required permits, whether in the Trustees, name or otherwise, (iii) by the Trustees in reviewing and approving the plans and specifications and (iv) in modifying the plans, if deemed necessary or desirable by the Trustees shall be borne by the Owner proposing the improvement. The Trustees shall have the right to remove, or require the owner of the unit improvement to remove, any unit improvement and associated work, and to restore the common area to its former condition, all at the sole expense of the Owner of the unit improvement, unless there is recorded with the Registry of Deeds and instrument signed by a majority of the Trustees stating their approval of the unit improvement. The Owner of the unit improvement shall have the obligation (i) to maintain the unit improvement in good order and in a clean and safe condition, (ii) to do all maintenance, repair and replacement to the unit improvements necessitated by misuse of or neglect to care for unit improvements. In the event of any maintenance, repair, removal and/or replacement of the unit improvements, all costs related to the unit improvement shall be borne solely by the owner of the unit improvement.

All costs which, by the terms of this Section are to be borne by the owner of the unit improvement shall, of paid by the Trustees, be assessable to such Owner as additional common expenses for collection of which the Trustees shall be entitled to obtain and enforce the lien provided by Chapter 183A for enforcement of common expense obligations.

Section 6. Statement of Purposes; Restrictions on Use.
The purpose for which and the common areas and facilities are intended to be used are as follows:

Units shall be used solely for residential purposes and uses accessory thereto permitted from time to time by the Zoning By-Laws of the Town of Mansfield.

No Unit shall be used or maintained in any manner which unreasonably interferes with the use and enjoyment of any other Unit or of the common areas and facilities, and to that end no noxious or offensive activity shall be carried on in any Unit, or in the common areas and facilities, nor shall anything be done therein which may be or become an annoyance or nuisance to the occupant of any other Unit. No person within the common areas of the Condominium or in any Unit therein shall make or permit any conduct or noise that

unreasonably interferes with the rights, comforts or convenience of the occupant of any Unit.

Unless otherwise permitted in a writing executed by a majority of the Condominium Trustees pursuant to the provisions hereof:

- (a) No Unit shall be used for any purpose not specified in this Section;
- (b) No Unit may be used, by way of rental or otherwise, for transient purposes;
- (c) The architectural integrity of the Building and of the Units shall be preserved without modification, and to that end, no porch enclosure, awning, screen, antenna, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Building or any Unit or any part of either and no signs or advertising may be displayed in the window of any Unit. This subparagraph shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire.
- (d) No Unit shall be used or maintained in a manner contrary to or inconsistent with the Condominium Trust, its By-Laws and the rules and regulations in effect from time to time pursuant thereto;
- (e) No Unit Owner shall make any addition, alteration or improvement in or to any Unit affecting the structural elements, mechanical systems or other common area and facilities of the Condominium without prior written notice to the Condominium Trustees specifying the work shall be performed in reasonable detail, and no such work shall be performed which in the Trustees' reasonable judgment may affect the structural integrity or mechanical systems of the Condominium without the prior written consent of the Trustees, which consent may contain such conditions, including, without limitation, restrictions in the manner of performing such work requirements for insurance, as in the Trustees' judgment are reasonable and necessary. All additions, alterations or improvements to any Unit (whether or not affecting the structural elements, mechanical systems or common area and facilities of the Condominium) shall be performed in compliance with all applicable laws and in a manner as not to unduly inconvenience or disturb the occupants of the Condominium.

These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Condominium Trustees and shall be enforceable solely by one or more Unit Owners or Trustees, insofar as permitted by law, and, insofar as permitted by law, shall be perpetual, and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof.

Notwithstanding the foregoing, and in addition to all rights of every Unit Owner (including, without limitation, the right to lease a Unit), the Declarant and any successor to the Declarant's interest in the Condominium, may, until all of the Units have been sold by the Declarant or such successor(s), also (i) display and erect signs for advertising purposes of sale or leasing of Units and (iii) make additions, alterations or improvements to unsold Units without Trustee consent.

Section 7. Amendments. This Master Deed may be amended by an instrument in writing (a) signed by one or more owners of Units entitled to at least 67% of the undivided interest in the common areas and facilities, (b) signed and acknowledged by a majority of the Trustees of the Condominium trust, and (c) duly recorded with the Registry of Deeds; PROVIDED, HOWEVER, that:

- (a) The date on which any instrument of amendment is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after such date;
- (b) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Unit so altered;
- (c) No instrument of amendment which alters the percentage interest of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument is recorded as an Amended Master Deed;
- (d) No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgage of record held by a bank or insurance company shall be of any force or effect unless the same has been consented to in writing by the holder of such mortgage;

- (e) No portion of any instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect (but all other portions thereof shall be of full force and effect);
- (f) No amendment which eliminates, impairs or otherwise adversely affects any rights special to the declarant (i.e. not appertaining generally to all unit owners) shall be of any force or effect unless the same is also signed by the declarant or any successor to the declarant's interest in the condominium; and

Section 7.1. Federal Home Loan Mortgage Corporation and Federal National Mortgage Association Compliance.

To the extent required to qualify the Units of the Condominium for unit mortgages under then prevailing regulations of the Federal National Mortgage Association ("FHLMC"), the following provisions shall apply notwithstanding any other provisions of this Master Deed or the Condominium Trust.

(a) Except as provided by statute in case of condemnation or substantial loss to the Units and/or common areas and facilities of the Condominium, unless at least 67% of the first mortgage lenders holding mortgages on the 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 Master Deed or otherwise, shall:

- (i) by act or omission seek to abandon or terminate the Condominium;
- (ii) change the pro-rata interest or obligations of any individual Units for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (ii) determining the pro-rata share of ownership of each Unit in the common areas and facilities;
- (iii) partition or subdivide any Unit;
- (iv) 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 mortgage shall be required under this Subsection;

- (v) 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.

(b) 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 subsequent to the recording of such mortgage and prior to such acquisition of title to such Unit by the mortgagee.

(c) No provision of this Master Deed shall be construed to give any Unit Owner or any other party priority over the rights of the distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or common areas and facilities of the Condominium.

(d) The Condominium is not subject to any proposal or plan for additions thereto or expansion thereof.

(e) No agreement for professional management of the Condominium or any other contract with Declarant may exceed a term of three years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on not more than ninety days' written notice.

(f) Any holder, insurer and guarantor of a first mortgage on a Unit, upon written request to the Trustees of the Condominium Trust which includes its name and address and the Unit against which the mortgage in question has been placed, will be entitled to timely written notice of:

- (i) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit on which it holds the mortgage;
- (ii) any 60-day delinquency in the payment of assessments or charges owed by the owner of the Unit on which it holds the mortgage;
- (iii) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Trust; and

(iv) any proposed action that requires the consent of a specified percentage of "Eligible Mortgage Holders", are hereinafter defined.

(g) In addition to the provisions of subsection (a) of this Section 7.1, unless the Unit Owners representing at least sixty-seven (67%) percent of the percentage interest in the common areas and facilities and at least fifty-one (51%) percent (by percentage interest) of the Eligible Mortgage Holders (defined below) have given their prior approval, no amendment to the Master Deed, shall be adopted which would make any material change (i.e. other than amendments by way of correcting technical error or clarification) with respect to any of the following matters:

- (i) voting rights;
- (ii) assessments, assessment liens or subordination of assessment liens;
- (iii) reserves for maintenance, repair and replacement or common areas;
- (iv) responsibility for maintenance and repairs;
- (v) reallocation of interest in the general or limited common areas, or rights to their use;
- (vi) boundaries of any unit;
- (vii) convertibility of Units into common areas or vice versa;
- (viii) expansion or contraction of the Condominiums, or the addition, annexation or withdrawal or property to or from the Condominium premises;
- (ix) insurance or fidelity bonds;
- (x) leasing of units;
- (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her unit;
- (xii) a decision by the Condominium Trust to establish self management when professional management had been required previously by an Eligible Mortgage Holder;
- (xiii) restoration or repair of the Condominium premises (after a casualty loss or partial condemnation) in a manner other than that specified in the Master Deed and the Condominium Trust;

- (xiv) any action to terminate the condominium after substantial destruction or condemnation occurs; and
- (xv) any provision that expressly benefit holders, insurers or guarantors of Unit mortgages.

An "Eligible Mortgage Holder" is any holder of a first mortgage on a Unit who has requested in writing that the Condominium Trust notify it of any proposed action that requires approval of a specified percentage of Eligible Mortgage Holders or first mortgagees in accordance with FNMA regulations.

Any Eligible Mortgage Holder that does not deliver or post to the Condominium Trust a negative response within thirty (30) days of a written request by the Trustees for approval of any non-material addition or amendment pursuant to this subsection (f) shall be deemed to have consented to the addition or change set forth in such request. An affidavit of a majority of the Condominium Trustees making reference to this Section, when recorded with the Registry of Deeds, shall be conclusive against all personas as to the facts set forth therein.

Section 8. The Unit Owners' Organization. The organization through which the Unit Owners will manage and regulate the Condominium is Mary Alice Way Condominium Trust under Declaration of Trust recorded herewith. In accordance with Chapter 183A, the Declaration of Trust enacts By-Laws and establishes a membership organization of which all Unit Owners shall be members and in which the Unit Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled under this Master Deed.

The names and addresses of the original and present Trustees of the Condominium Trust so designated in the Declaration of Trust, are as follows: Michael A. McClanahan and Mary Alice A. McClanahan, 121 Ramford Avenue, Mansfield, Massachusetts.

Section 9. Chapter 183A Governs. The Units and the common areas and facilities, the Unit Owners and the Trustees of the Condominium Trust shall have the benefit of and be subject to the provisions of Chapter 183A in effect on the date this Master Deed is recorded and as it may hereafter be amended and, in all respects not specified in this Master Deed or in the Condominium Trust and the By-Laws set forth therein, shall be governed by provisions of Chapter 183A in their relation to each other and to the Condominium

established hereby including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A. Should any provision of this Master Deed be in conflict with Chapter 183A, the terms of Chapter 183A shall govern.

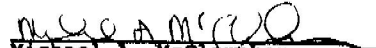
Section 10. Condemnation. From and after any condemnation which includes one or more Units or parts thereof, (i) the percentage interests of the remaining Units shall be in proportion to their original percentage interests, with equitable adjustments based on diminution in fair market value as to any Unit partially taken, and (ii) those Units entirely taken shall have no percentage interest hereunder.

Section 11. Definitions. All terms and expressions used in this Master Deed which are defined in Chapter 183A shall have the same meanings here unless the context otherwise requires.

Section 12. Waiver. The provision of this Master Deed shall be waived only in writing by the party charged therewith, and not by conduct, no matter how often repeated.

Section 13. Partial Invalidity. The invalidity of any provision of this Master Deed shall not impair or affect the validity of the remainder of this Master Deed and all valid provisions shall remain enforceable and in effect notwithstanding such invalidity.

EXECUTED UNDER SEAL on this 25th day of April, 1989


Michael A. McClanahan


Mary Alice A. McClanahan

PLYMOUTH:SS COMMONWEALTH OF MASSACHUSETTS April, 1989

Then personally appeared the above named Michael A. McClanahan and Mary Alice McClanahan and acknowledged the foregoing to be their free act and deed before me.


Anne L. Kerrigan
Notary Public
My commission expires: 11/25/94

REC'D APR 27 1989 AT 2-14 PM AND RECORDED

MASTER DEED

Michael A. McClanahan and Mary Alice A. McClanahan (the Declarants), being the owners of the land and building in Mansfield, Bristol County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed with the Bristol County Registry of Deeds (the "Registry of Deeds") does hereby submit those premises to the provisions of Chapter 183A of the Massachusetts General Laws (Chapter 183A), proposes to create, and hereby does create with respect to those premises a condominium to be governed by and subject to the provisions of Chapter 183A, and to that end declares thus:

Section 1. Name. The name of the Condominium shall be:

Mary Alice Way Condominium

Section 2. Description of Land. The land on which the condominium is located is described as the land in Mansfield, Bristol County, Massachusetts, described as follows:

Being lots of land numbered: 44, 45, 46, 47, and 48, on the Wood's Plan, so called, and located off the northerly side of Highland Avenue, however the same may be bounded and described the same in size and location as shown on a plan drawn by David H. Perkins, C.E., Oct. 1916.

Section 3. Description of Building. There is, on the land described, one two-story building (the "Building") containing two residential units. The building is constructed of wood frame.

Section 4. Floor Plans; Designation of Units and Their Boundaries. The following plans of the Building, showing the layout, location, unit designation and dimensions of the Units, stating the name of the Building and bearing the verified statement of Hutchins Trowbridge Associates, Inc. certifying that the plans fully and accurately depict the same, captioned "Plan of Mary Alice Way Condominium." (the "Plans"), are recorded with and as a part of this Master Deed.

Condominium Unit 1 and Unit 2 are both located on portions of the basement, first, second and third floors of the Building. Each Unit has three bedrooms, two bathrooms,

a kitchen and breakfast area, living room, dining room and deck. Each Unit has access directly to the common area land.

The boundaries of each of the Units are as follows:

Floors: The plane of the upper surface of the concrete subflooring in the basements.

Roof: The plane of the lower surface of the roof rafters.

Interior building walls: The plane of the surface of the firewall between the Units and the vertical plane of the centerline of the firewall from the top of said firewall extending through the roof to the plane of the upper surface of the roof shingles extending to the plane of the lower surface of the roof rafters.

Exterior doors and windows: The exterior surface of the doors and the door frames; as to windows, the exterior surface of the glass and of the sash, (or, in the case of storm windows, the exterior surface of the storm window glass and frame), and the exterior surface of the window frame.

Section 5. Common Areas and Facilities. The common areas and facilities of the Condominium consist of:

- (a) The land described in Section 2;
- (b) All portions of the Building not included in any Unit by virtue of the Plans and Section 4 above, including, without limitation, the following to the extent such may exist from time to time:
 - (1) The firewall between the Units;
 - (2) The exterior front stairway;
 - (3) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services which are contained in the common portions of the Building and all such facilities contained within any Unit which serve parts of the Building (including Units) other than the Unit within which such facilities are contained, together with an easement of access thereto in the Trustees of the Condominium Trust for maintenance, repair and replacement; and
- (c) Such additional common areas and facilities as may be defined in Chapter 183A.

The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium as follows:

Unit 1	50%
Unit 2	50%

These percentage interests have been computed, conformably with Chapter 183 A, upon the approximate relation which the fair market value of each Unit on the date of this Master Deed bears to the aggregate fair market value of all the Units on that date.

The common areas and facilities shall be subject to the provisions of the By-laws of Mary Alice Way Condominium Trust recorded herewith ("the Condominium Trust") and any rules and regulations from time to time in effect pursuant thereto.

If any portion of the common areas and facilities of the Condominium shall encroach upon any Unit or if any Unit shall encroach upon any portion of the common areas or any other Unit, as these are shown on the Plans, there shall be deemed to be mutual easements in favor of the Unit Owners collectively as owners of the common areas and the respective individual Unit Owners involved to the extent of such encroachments so long as the same shall exist.

Section 5.1. Yard Easement.

There is appurtenant to Unit 1 an exclusive easement to use the portion of the yard in the common area of the Condominium shown on the plan as Area A, for recreational and gardening purposes. This easement shall end upon the permanent withdrawal of the premises from condominium status. This exclusive easement shall run with Unit 1 and may not be conveyed or retained separately from Unit 1.

There is appurtenance to Unit 2 an exclusive easement to use the portion of the yard in the common area of the Condominium shown on the site plan as Area B for recreational and gardening purposes. This easement shall end upon the permanent withdrawal of the premises from condominium status. This exclusive easement shall run with Unit 2 and may not be conveyed or retained separately from Unit 2.

Prior to building any improvement in the yard, the Owner of the Unit planning such improvement (the "Unit improvement") must submit to the Trustees of the Condominium Trust for structural, architectural and aesthetic review and

approval. Such plans and specifications must be in detail reasonably satisfactory to the Trustees. Any unit improvement must comply with all applicable laws, rules and regulations. All expenses associated with the design, review and construction of any unit improvement, including without limitation, expenses incurred (i) in common areas, (ii) in obtaining required permits, whether in the Trustees, name or otherwise, (iii) by the Trustees in reviewing and approving the plans and specifications and (iv) in modifying the plans, if deemed necessary or desirable by the Trustees shall be borne by the Owner proposing the improvement. The Trustees shall have the right to remove, or require the owner of the unit improvement to remove, any unit improvement and associated work, and to restore the common area to its former condition, all at the sole expense of the Owner of the unit improvement, unless there is recorded with the Registry of Deeds and instrument signed by a majority of the Trustees stating their approval of the unit improvement. The Owner of the unit improvement shall have the obligation (i) to maintain the unit improvement in good order and in a clean and safe condition, (ii) to do all maintenance, repair and replacement to the unit improvements necessitated by misuse of or neglect to care for unit improvements. In the event of any maintenance, repair, removal and/or replacement of the unit improvements, all costs related to the unit improvement shall be borne solely by the owner of the unit improvement.

All costs which, by the terms of this Section are to be borne by the owner of the unit improvement shall, if paid by the Trustees, be assessable to such Owner as additional common expenses for collection of which the Trustees shall be entitled to obtain and enforce the lien provided by Chapter 183A for enforcement of common expense obligations.

Section 6. Statement of Purposes; Restrictions on Use.
The purpose for which and the common areas and facilities are intended to be used are as follows:

Units shall be used solely for residential purposes and uses accessory thereto permitted from time to time by the Zoning By-Laws of the Town of Mansfield.

No Unit shall be used or maintained in any manner which unreasonably interferes with the use and enjoyment of any other Unit or of the common areas and facilities, and to that end no noxious or offensive activity shall be carried on in any Unit, or in the common areas and facilities, nor shall anything be done therein which may be or become an annoyance or nuisance to the occupant of any other Unit. No person within the common areas of the Condominium or in any Unit therein shall make or permit any conduct or noise that

unreasonably interferes with the rights, comforts or convenience of the occupant of any Unit.

Unless otherwise permitted in a writing executed by a majority of the Condominium Trustees pursuant to the provisions hereof:

- (a) No Unit shall be used for any purpose not specified in this Section;
- (b) No Unit may be used, by way of rental or otherwise, for transient purposes;
- (c) The architectural integrity of the Building and of the Units shall be preserved without modification, and to that end, no porch enclosure, awning, screen, antenna, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Building or any Unit or any part of either and no signs or advertising may be displayed in the window of any Unit. This subparagraph shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire.
- (d) No Unit shall be used or maintained in a manner contrary to or inconsistent with the Condominium Trust, its By-Laws and the rules and regulations in effect from time to time pursuant thereto;
- (e) No Unit Owner shall make any addition, alteration or improvement in or to any Unit affecting the structural elements, mechanical systems or other common area and facilities of the Condominium without prior written notice to the Condominium Trustees specifying the work shall be performed in reasonable detail, and no such work shall be performed which in the Trustees' reasonable judgment may affect the structural integrity or mechanical systems of the Condominium without the prior written consent of the Trustees, which consent may contain such conditions, including, without limitation, restrictions in the manner of performing such work requirements for insurance, as in the Trustees' judgment are reasonable and necessary. All additions, alternations or improvements to any Unit (whether or not affecting the structural elements, mechanical systems or common area and facilities of the Condominium) shall be performed in compliance with all applicable laws and in a manner as not to unduly inconvenience or disturb the occupants of the Condominium.

These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Condominium Trustees and shall be enforceable solely by one or more Unit Owners or Trustees, insofar as permitted by law, and, insofar as permitted by law, shall be perpetual, and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof.

Notwithstanding the foregoing, and in addition to all rights of every Unit Owner (including, without limitation, the right to lease a Unit), the Declarant and any successor to the Declarant's interest in the Condominium, may, until all of the Units have been sold by the Declarant or such successor(s), also (i) display and erect signs for advertising purposes of sale or leasing of Units and (iii) make additions, alterations or improvements to unsold Units without Trustee consent.

Section 7. Amendments. This Master Deed may be amended by an instrument in writing (a) signed by one or more owners of Units entitled to at least 67% of the undivided interest in the common areas and facilities, (b) signed and acknowledged by a majority of the Trustees of the Condominium trust, and (c) duly recorded with the Registry of Deeds; PROVIDED, HOWEVER, that:

- (a) The date on which any instrument of amendment is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after such date;
- (b) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Unit so altered;
- (c) No instrument of amendment which alters the percentage interest of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument is recorded as an Amended Master Deed;
- (d) No instrument of amendment affecting any Unit in any manner which impairs the security of a first mortgage of record held by a bank or insurance company shall be of any force or effect unless the same has been consented to in writing by the holder of such mortgage;

- (e) No portion of any instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect (but all other portions thereof shall be of full force and effect);
- (f) No amendment which eliminates, impairs or otherwise adversely affects any rights special to the declarant (i.e. not appertaining generally to all unit owners) shall be of any force or effect unless the same is also signed by the declarant or any successor to the declarant's interest in the condominium; and

Section 7.1. Federal Home Loan Mortgage Corporation and Federal National Mortgage Association Compliance.

To the extent required to qualify the Units of the Condominium for unit mortgages under then prevailing regulations of the Federal National Mortgage Association ("FHLMC"), the following provisions shall apply notwithstanding any other provisions of this Master Deed or the Condominium Trust.

(a) Except as provided by statute in case of condemnation or substantial loss to the Units and/or common areas and facilities of the Condominium, unless at least 67% of the first mortgage lenders holding mortgages on the 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 Master Deed or otherwise, shall:

- (i) by act or omission seek to abandon or terminate the Condominium;
- (ii) change the pro-rata interest or obligations of any individual Units for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (ii) determining the pro-rata share of ownership of each Unit in the common areas and facilities;
- (iii) partition or subdivide any Unit;
- (iv) 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 mortgage shall be required under this Subsection;

- (v) 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.

(b) 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 subsequent to the recording of such mortgage and prior to such acquisition of title to such Unit by the mortgagee.

(c) No provision of this Master Deed shall be construed to give any Unit Owner or any other party priority over the rights of the distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or common areas and facilities of the Condominium.

(d) The Condominium is not subject to any proposal or plan for additions thereto or expansion thereof.

(e) No agreement for professional management of the Condominium or any other contract with Declarant may exceed a term of three years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on not more than ninety days' written notice.

(f) Any holder, insurer and guarantor of a first mortgage on a Unit, upon written request to the Trustees of the Condominium Trust which includes its name and address and the Unit against which the mortgage in question has been placed, will be entitled to timely written notice of:

- (i) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit on which it holds the mortgage;
- (ii) any 60-day delinquency in the payment of assessments or charges owed by the owner of the Unit on which it holds the mortgage;
- (iii) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Trust; and

(iv) any proposed action that requires the consent of a specified percentage of "Eligible Mortgage Holders", are hereinafter defined.

(g) In addition to the provisions of subsection (a) of this Section 7.1, unless the Unit Owners representing at least sixty-seven (67%) percent of the percentage interest in the common areas and facilities and at least fifty-one (51%) percent (by percentage interest) of the Eligible Mortgage Holders (defined below) have given their prior approval, no amendment to the Master Deed, shall be adopted which would make any material change (i.e. other than amendments by way of correcting technical error or clarification) with respect to any of the following matters:

- (i) voting rights;
- (ii) assessments, assessment liens or subordination of assessment liens;
- (iii) reserves for maintenance, repair and replacement or common areas;
- (iv) responsibility for maintenance and repairs;
- (v) reallocation of interest in the general or limited common areas, or rights to their use;
- (vi) boundaries of any unit;
- (vii) convertibility of Units into common areas or vice versa;
- (viii) expansion or contraction of the Condominiums, or the addition, annexation or withdrawal or property to or from the Condominium premises;
- (ix) insurance or fidelity bonds;
- (x) leasing of units;
- (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her unit;
- (xii) a decision by the Condominium Trust to establish self management when professional management had been required previously by an Eligible Mortgage Holder;
- (xiii) restoration or repair of the Condominium premises (after a casualty loss or partial condemnation) in a manner other than that specified in the Master Deed and the Condominium Trust;

- (xiv) any action to terminate the condominium after substantial destruction or condemnation occurs; and
- (xv) any provision that expressly benefit holders, insurers or guarantors of Unit mortgages.

An "Eligible Mortgage Holder" is any holder of a first mortgage on a Unit who has requested in writing that the Condominium Trust notify it of any proposed action that requires approval of a specified percentage of Eligible Mortgage Holders or first mortgagees in accordance with FNMA regulations.

Any Eligible Mortgage Holder that does not deliver or post to the Condominium Trust a negative response within thirty (30) days of a written request by the Trustees for approval of any non-material addition or amendment pursuant to this subsection (f) shall be deemed to have consented to the addition or change set forth in such request. An affidavit of a majority of the Condominium Trustees making reference to this Section, when recorded with the Registry of Deeds, shall be conclusive against all personas as to the facts set forth therein.

Section 8. The Unit Owners' Organization. The organization through which the Unit Owners will manage and regulate the Condominium is Mary Alice Way Condominium Trust under Declaration of Trust recorded herewith. In accordance with Chapter 183A, the Declaration of Trust enacts By-Laws and establishes a membership organization of which all Unit Owners shall be members and in which the Unit Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled under this Master Deed.

The names and addresses of the original and present Trustees of the Condominium Trust so designated in the Declaration of Trust, are as follows: Michael A. McClanahan and Mary Alice A. McClanahan, 121 Ramford Avenue, Mansfield, Massachusetts.

Section 9. Chapter 183A Governs. The Units and the common areas and facilities, the Unit Owners and the Trustees of the Condominium Trust shall have the benefit of and be subject to the provisions of Chapter 183A in effect on the date this Master Deed is recorded and as it may hereafter be amended and, in all respects not specified in this Master Deed or in the Condominium Trust and the By-Laws set forth therein, shall be governed by provisions of Chapter 183A in their relation to each other and to the Condominium

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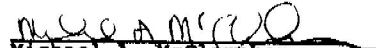
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Section 11. Definitions. All terms and expressions used in this Master Deed which are defined in Chapter 183A shall have the same meanings here unless the context otherwise requires.

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EXECUTED UNDER SEAL on this 25th day of April, 1989


Michael A. McClanahan


Mary Alice A. McClanahan

PLYMOUTH:SS COMMONWEALTH OF MASSACHUSETTS April, 1989

Then personally appeared the above named Michael A. McClanahan and Mary Alice McClanahan and acknowledged the foregoing to be their free act and deed before me.


Anne L. Kerrigan
Notary Public
My commission expires: 11/25/94

REC'D APR 27 1989 AT 2-14 PM AND RECORDED

STOCK COMPANY

Bay State Insurance Company has prepared a
Business Owners policy expressly for:
MARY ALICE WAY CONDO
2 MARYALICE WAY
MANSFIELD MA 02048-1300

And issued on behalf of:

2 MARY ALICE WAY
C/O PAM GINGRAS-CONTI
2 MARYALICE WAY
MANSFIELD MA 02048-1300

C & S INSURANCE AGENCY INC
P O BOX 406
MANSFIELD MA 02048-0406

THE
ANDOVER
COMPANIES®

MERRIMACK MUTUAL
FIRE INSURANCE COMPANY
FOUNDED 1828

CAMBRIDGE MUTUAL
FIRE INSURANCE COMPANY
FOUNDED 1833

BAY STATE
INSURANCE COMPANY
FOUNDED 1955

**ACCESS YOUR POLICY
DETAILS ONLINE**
*my***ANDOVER.com**

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Vice President, Secretary, and General Counsel



President & Chief Executive Officer

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- **Find** your policy documents
- **Review** your specific policy coverages
- **Print** a copy for your records



VIRTUAL PAYMENT CENTER

- **View** your bills and payment history
- **Pay** your balance
- **Manage** payment methods and personal information



VIRTUAL CLAIMS CENTER

- **Report** a claim
- **Upload** supporting photos and files
- **Locate** essential contact information for emergency claims reporting



IMPORTANT INFORMATION REGARDING PAYMENT PLANS

PAYMENT PLANS

The Andover Companies (Merrimack Mutual Fire Insurance Company, Cambridge Mutual Fire Insurance Company, and Bay State Insurance Company) offer a variety of installment payment plans for policyholders who pay their premiums directly rather than through a mortgage holder. This document explains the plans, the requirements and restrictions that apply.

The payment-plan options are:

- **Single Payment** - The total policy premium is due on the effective date of the policy.
- **2-Pay Plan** - The policyholder makes an initial payment of one half of the policy premium, and pays the remaining half 5 months later. This installment is invoiced 28 days prior to its due date. A \$5 service charge applies to the installment invoiced.
- **4-Pay Plan** - The policyholder makes an initial payment of one-fourth of the policy premium and pays the remainder in three equal installments at 90 day intervals. These installments are invoiced 28 days prior to their due dates. A \$5 service charge applies to each installment invoiced.
- **6-Pay Plan** - The policyholder makes an initial payment of one-sixth of the policy premium and pays the remainder in five equal installments at 60 day intervals. These installments are invoiced 28 days prior to their due dates. A \$5 service charge applies to each installment invoiced.
- **9-Pay Plan** - The policyholder makes an initial payment of one-fifth of the policy premium and pays the remainder in eight equal installments at monthly intervals. This option is available for Businessowners policies only. These installments are invoiced 21 days prior to their due dates. A \$5 service charge applies to each installment invoiced.
- **12-Pay Plan (automatic monthly withdrawal)** - The policyholder makes payment in twelve equal monthly installments via a recurring EFT (electronic funds transfer). An initial billing schedule will be sent 14 days prior to the due date for the initial payment of the 12-pay plan. No service charge applies.

If you select an installment payment plan but instead decide to pay the premium in full prior to the policy's effective date, no service charge will be assessed.

If you enroll in a payment plan for a Personal Umbrella or Commercial Umbrella policy in addition to your primary policy, no separate service charge will be assessed for the Umbrella policy.

PAYMENT PLANS ON RENEWAL

Where a policy is being renewed, it will generally be renewed with the same payment plan as the prior term unless a payment plan change has been processed prior to the issuance of the renewal policy. Please note, however, that failure to comply with the requirements of your installment plan, such as through late or rejected payments, may result in ineligibility for installment payments.

PAYMENTS BY MORTGAGEES

If your policy names a mortgage holder (mortgagee) as a loss payee, the mortgagee listed in the Declarations will receive information about your policy from The Andover Companies. If you have arranged for premium payments to be made by the mortgagee, you are responsible for forwarding all premium invoices to the mortgagee for payment. Installment plan options are not available for premium payments by mortgagees, and payment of the premium in full will be due on the policy's effective date.

POLICY CHANGES

Please contact your agent regarding any coverage change or information change you wish to request for your policy, including a change of address.

If you receive an invoice and believe that we have incorrectly classified your policy as policyholder-billed or mortgagee-billed, please contact your agent.

If a mid-term endorsement is made to your policy that results in an increase to the premium, the increase will be spread to unbilled installments. If a mid-term endorsement is made that decreases your premium, the decrease will be spread to both unbilled installments and to any installments that have been billed but not yet paid (for which a revised invoice will be issued). If no remaining installment balances are due, the balance for the change will be separately invoiced or refunded, as applicable.

PAYMENTS

You may make installment payments by check, online or by telephone.

If you choose to pay by check, please write your policy number on the check. Mail the check and the remittance stub in the envelope provided. Express mail deliveries are also accepted during business hours at: Andover Companies, C/O Lighthouse Payment Services, INC., 320 Libbey Industrial Parkway, Suite 500, Weymouth, MA 02189.

Certain credit-card and other electronic payments may be made online by visiting www.andovercompanies.com.

Payment may be made by credit or debit card, or by Automated Clearing House (ACH) transfer from your bank account. Your payment must be at least the minimum "Amount Due" shown on your most recent invoice, but should be no more than the "Amount to Pay in Full."

If you choose to participate in our Automated Monthly payment plan, you must submit a signed authorization form. The terms and conditions on the authorization form will apply. If you are enrolled in this plan and wish to change your banking information, you must complete and submit a new authorization form.

LATE OR REJECTED PAYMENTS

Your policy describes circumstances in which nonpayment of policy premiums may result in cancellation or nonrenewal of your coverage. In addition, failure to comply with the requirements of your installment plan may result in ineligibility for installment payments, and may be treated as nonpayment of premiums under the policy, resulting in cancellation or nonrenewal.

Late Payments

You must ensure that we receive the amount due listed on your installment invoice on or before the due date shown on the invoice. A payment that is not received on or before the invoice due date is considered a late payment.

In the event of a late payment, The Andover Companies may issue a nonpayment cancellation notice. Failure to pay the amount due on or before the date stated in the cancellation notice will result in cancellation of your policy.

Rejected Payments

If a check is dishonored or an electronic payment fails for reasons such as insufficient funds in your payment account, this will be considered a rejected payment that constitutes nonpayment of premium for purposes of the cancellation provisions of your policy. We will notify you should any payment be rejected. If the amount of the rejected payment had been applied to the policy, that application will be reversed and a cancellation notice may be issued for nonpayment of premium. If a cancellation notice is issued, the amount due must be paid on or before the date stated in the cancellation notice. In the case of a rejected EFT payment, the amount due must be paid by an accepted non-EFT payment method, such as a check or an online payment via credit card. Failure to pay the amount due by the date stated in the cancellation notice will result in cancellation of your policy. A returned payment fee of \$20.00 (subject to any state-specific limitations on such fees) may be assessed for each rejected payment.



RECURRING ELECTRONIC FUNDS TRANSFER ("EFT") AUTHORIZATION FORM

POLICY NUMBER SBP34142815

Policyholder's Name: MARY ALICE WAY CONDO

Bank Name: _____

Bank Routing Number: _____ Bank Account Number: _____

Account Type: ☐ Checking ☐ Savings Account Type: ☐ Personal ☐ Commercial

Bank Account Owner Name: _____ Phone: _____

Bank Account Owner's Address: _____
(Street Address)

(City)

(State)

(Zip)

AUTHORIZATION AGREEMENT

Subject to the Terms and Conditions printed on the reverse side of this form, which I have read and hereby accept, I authorize The Andover Companies (Merrimack Mutual Fire Insurance Company, Cambridge Mutual Fire Insurance Company and Bay State Insurance Company) to enroll me in their Recurring Electronic Funds Transfer Premium Payment Plan ("Recurring EFT Premium Payment Plan") and initiate monthly deductions from my above-identified bank account ("Payment Account") to pay the premiums for the above-identified insurance policy and any renewals thereof (the "Policy"). I certify that the Payment Account is an account from which I am authorized to make payments. I may terminate this authorization only by giving The Andover Companies written notice of termination, in which case this authorization will remain in effect for up to 30 days following The Andover Companies' receipt of my notice of termination.

Signature of Bank Account Owner: _____ Date: _____

RETURN COMPLETED FORM TO:

Mail: The Andover Companies
Attn: Billing Department
PO Box 986531
Boston MA 02298

Email: Billing@andovercos.com

Please retain a copy for your records.



TERMS AND CONDITIONS OF RECURRING EFT PREMIUM PAYMENT PLAN

1. Under The Andover Companies' Recurring EFT Premium Payment Plan, or "12-payplan" (automatic withdrawal), the premium for your Policy will be paid in twelve monthly installments via recurring electronic fund transfers ("EFTs") from the designated Payment Account. There are no service charges associated with this payment plan.
2. **You may only stop payment of a pre-authorized electronic transfer by notifying your financial institution at least three business days before the scheduled date of the transfer. Therefore, you should not participate in the Recurring EFT Premium Payment Plan unless you are satisfied that you will not need to stop payment.**
3. An initial billing schedule will be sent 14 days prior to the due date for the initial payment of your 12-pay plan. All payments will be processed as EFTs on approximately the same date each month and for the amount indicated on the Policy billing schedule. The scheduled date for your monthly recurring EFT payment will generally be the effective date of your Policy, unless you select a different day of the month for the recurring payments to be made. Please note that the exact timing of transfers relative to the scheduled date may depend on your bank's business calendar. If you select a payment date that is more than 10 days after the effective date of your Policy, a partial down payment may be required on the effective date. If changes that affect your premium are made to the Policy, a new billing schedule will be mailed to you.
4. **Rejected items:** If an EFT cannot be completed for reasons such as insufficient funds in your Payment Account, this will be considered a rejected payment that constitutes nonpayment of premium for purposes of the cancellation provisions of your policy. If the amount of the rejected payment had been applied to the Policy, that application will be reversed, and a cancellation notice may be issued for non-payment of premium. If a cancellation notice is issued, the amount due must be paid by an accepted non-EFT payment method, such as a check or an online payment via credit card, on or before the date stated in the cancellation notice. Failure to pay the amount due by the date stated in the cancellation notice will result in cancellation of your policy. **A returned payment fee of \$20.00 (subject to any state-specific limitations on such fees) may be assessed for each rejected payment.**
5. If you have any questions about, or think there is an error in, an EFT deduction by The Andover Companies, you should as soon as possible notify us by telephone at 1-800-225-0770 during customer service hours, or write us at The Andover Companies, 95 Old River Road, Andover, MA 01810. Whether you contact Andover by telephone or in writing, you must (1) tell us your name and policy number; (2) identify the transfer in question and explain as clearly as possible why you need more information or why you believe there is an error; and (3) if you believe there is an error in the dollar amount, state the amount.



2 MARY ALICE WAY
C/O PAM GINGRAS-CONTI
2 MARYALICE WAY
MANSFIELD MA 02048-1300

Policy Number: SBP34142815

POLICY BILLING SUMMARY

AS OF 03/11/2025

Issuing Company:	Bay State Insurance Company
Total Policy Premium:	\$3,739.00
Payment Plan:	Direct Bill 9 Pay MA BOP
First Installment:	\$747.80
Due Date:	05/25/2025

THIS IS NOT AN INVOICE

AN INVOICE WILL BE MAILED SEPARATELY CLOSER TO THE DUE DATE ABOVE

BAY STATE INSURANCE COMPANY
PO BOX 986531
BOSTON MA 02298-6531

Policy

Amount Enclosed \$



THE ANDOVER COMPANIES

Merrimack Mutual Fire Insurance Company Founded 1828 | Bay State Insurance Company Founded 1955

Cambridge Mutual Fire Insurance Company Founded 1833

Renewal Declaration

POLICY NUMBER	POLICY PERIOD	AGENT NO.	AGENT
SBP34142815	05/25/2025 to 05/25/2026 12:01 AM Standard Time	5289	Telephone: 508 339-2951
NAME AND ADDRESS			C & S INSURANCE AGENCY INC P O BOX 406 MANSFIELD MA 02048-0406
2 MARY ALICE WAY C/O PAM GINGRAS-CONTI 2 MARYALICE WAY MANSFIELD MA 02048-1300			

In return for the payment of the premium, and subject to all the terms of this policy, we agree to provide the insurance as stated in this policy.

Full Named Insured

Mary Alice Way Condo

Named Insured Entity Type

Association

Issuing Company

Bay State Insurance Company

Liability and Medical Payments

Except for Fire Legal Liability, each paid claim for the following coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to paragraph D.4. of the Businessowners Liability Coverage Form.

Coverage	Limit of Liability
General Aggregate (Except Products-Completed Operations)	\$2,000,000
Products-Completed Operations	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury Occurrence	\$1,000,000
Medical Expenses (per person)	\$5,000

Property

Coverage at the below described locations is provided only where a limit of insurance is shown or a premium is stated. Business Income and Extra Expense included. Please refer to Property Coverage Form.

Location 1: 2 Maryalice Way Mansfield MA 02048-1300

Business of Named Insured to which this insurance applies: Habitational Condo Association
 Coverage: Special, Inflation Guard = 8%, Construction: Frame, Territory: 17, Protection Class: 3, Year Built: 1989, Building Rate: Condo Apartment, # Units = 2, Max # Units between firewalls = 2, Owner Occupancy Percentage = 100%, Year of Roof Installation/Update: Unknown, Type of Roof Surfacing: Unknown
 Standard Deductible: \$1,000



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2 MARY ALICE WAY C/O PAM GINGRAS-CONTI 2 MARYALICE WAY MANSFIELD MA 02048-1300			C & S INSURANCE AGENCY INC P O BOX 406 MANSFIELD MA 02048-0406

Coverage	Limit of Insurance	Premium
Building Coverage	\$1,234,500	\$3,464.00
Business Income and Extra Expense	12 months Actual Loss Sustained	Included

Location 1 - Additional Coverages:

Locations with Building Coverage receive Exterior Building Glass Coverage (\$500 deductible applies)

Additional Coverage	Limit of Insurance	Premium
Tenants Fire Legal Liability	\$50,000	Included
Accounts Receivable	\$5,000	Included
Valuable Papers	\$5,000	Included
Businessowners Extension Endorsement - Form 5038		Included
Superior Enhancement - Form 5067		\$275.00
Condominium Association Clarifying Endorsement - Form 5017		Included
Location 1 - Total Additional Coverages Premium		\$275.00

Total Premium for Location 1.....\$3,739.00

Policy Level Additional Coverages:

Additional Coverage	Limit of Insurance	Premium
Limited Fungi or Bacteria Coverage (Property) - Form 970576	\$15,000	Included
Limited Fungi or Bacteria Coverage (Liability) - Form 970578	\$15,000	Included
Equipment Breakdown (\$500 deductible applies) - Form 6001		Included
Terrorism Risk Insurance Act		Waived
Agreed Amount - Form 5065		Included
Policy Level Additional Coverages Premium		\$0.00

Forms and Endorsements

Form Number	Form Title
BP0002 12/99	Businessowners Special Property Coverage Form
BP0006 01/97	Businessowners Liability Coverage



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Form Number	Form Title
BP0009 01/97	Businessowners Common Policy Conditions
5038 03/98	Businessowners Extension Endorsement
5065 09/11	Agreed Amount Endorsement
5067 03/20	Superior Enhancement
5041 04/03	Extension Enhancement Deductible Clarification
5021 06/92	Clarifying Endorsement Businessowners Liability
BP0515 12/20	Disclosure Pursuant to Terrorism Risk Insurance Act
BP0564 01/15	Conditional Exclusion of Terrorism Relating to Disposition of Terrorism Risk Ins. Act
BP0523 01/15	Cap on Losses from Certified Acts of Terrorism
BP0542 01/15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
970576 06/03	Limited Fungi or Bacteria Coverage Property
970578 06/03	Limited Fungi or Bacteria Coverage Liability
971486 07/20	Communicable Disease Exclusion
BP0417 01/96	Employment Related Practices Exclusion
BP0439 01/96	Abuse or Molestation Exclusion
5017 01/97	Clarifying Condominium Coverage Endorsement
6001 01/24	Equipment Breakdown Endorsement
970159 09/10	Water Exclusion Endorsement
BP0514 01/03	War Liability Exclusion
BP0412 01/87	Limitation of Coverage to Designated Premises or Project 2 Maryalice Way, Mansfield, MA, 02048-1300
BP1707 01/97	Massachusetts Changes Condo Association Coverage
970606 01/07	Massachusetts Exclusion of Loss Due to Virus or Bacteria
BP0143 11/94	Massachusetts Changes Lead Poisoning Endorsement
BO133 11/94	Massachusetts Summary Disclosure Form
BP0108A 11/15	Massachusetts Changes
970144 01/21	Massachusetts Changes Intentional Loss



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Premium

Total Premium for Location 1 \$3,739.00

Total Policy Level Additional Coverages Premium..... \$0.00

Total Annual Premium (all locations)\$3,739.00

Important Notices

7003 06/15	Notice to Policyholders Notice of Terrorism Insurance Coverage
6037 01/24	Equipment Breakdown Important Notice to Policyholders
ILP001 01/04	OFAC Advisory Notice to Policyholders
P-714 05/24	Payment Plan Information Notice

Countersignature of Authorized Agent
(where required)

03/12/2025

Date