

5.0 Pets

5.1 General Rules

Any pet causing or creating a nuisance or unreasonable noise (for example, extended barking) shall be removed from the owner's unit upon ten (10) days' notice from the Trustees or their agents. Unit owners are responsible for the actions of their pet in the Mansfield Woods Condominium complex and shall hold the Board of Trustees and the Association harmless against loss or liability for pet's actions. Any damage to the Common Property caused by pets will be repaired at the owner's cost.

5.2 Type of Pets Allowed

No animals except customary house pets shall be kept in any Unit, provided that such pets do not create a nuisance and are kept in accordance with any and all state and local laws, by-laws, and ordinances. Each Unit Owner may keep one (1) customary and usual household pet not exceeding thirty (30) pounds in a Unit. Ordinary and usual domestic pet dogs or cats and birds confined to cages (not to exceed one per unit) may be kept but no such pets shall be permitted in any part of the Condominiums (other than within the unit of the owner thereof) unless carried on a leash. Reptiles of all types may not be kept by a Unit Owner.

The following dog breeds are RESTRICTED: Saint Bernard, Great Dane, German Shepherd, Pit Bull, Rottweiler, Chow, Doberman, Mastiff, Dalmatian, Siberian Husky or any derivative mixed breeds. Any restricted breed dogs that live on the property at the release of this version of the Rules & Regulations (dated July 1, 2012) may stay at the property, assuming the animal weighs less than the thirty (30) pound limit. Upon expiration of the existing animal, Unit Owners are not allowed to replace with a restricted dog breed.

5.3 Pet Restraint

All pets shall be on a leash or carried in the Common Property. All pets must be walked by an individual over the age of 16. No pet shall be left or tied in any Common Property unattended. Any pet that the Board of Trustees perceives to be a nuisance or threat to the community will be removed from the premises. Pet owners are responsible for damages caused by pet attacks resulting in injury to others.

5.4 Pet Waste

Owners of pets shall be responsible for the removal, cleanup and disposal of all pet waste immediately from all Common Property or will be assessed a fine.

6.0 Unit Leasing

6.1 Lease Limitation

The maximum number of units that may be leased at any one time is limited to thirty-four (34) of total units in the Mansfield Woods condominium complex unless waived for good and just cause in writing by the Board.

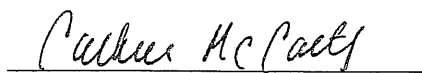
**MANSFIELD WOODS CONDOMINIUM TRUST
CERTIFICATE AS TO
AMENDMENT TO THE RULES AND REGULATIONS**

Reference is hereby made to that certain Declaration of Trust dated June 29, 1987 and recorded with the Bristol County Registry of Deeds in Book 3481, Page 1, as may be amended, which Declaration of Trust established pursuant to Massachusetts General Laws, Chapter 183A, the Mansfield Woods Condominium Trust, the organization of Unit Owners of the Mansfield Woods Condominium, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed dated June 29, 1987 and recorded with the Bristol County Registry of Deeds in Book 3480, Page 331, as may be amended. We, the undersigned, being a majority of the Trustees of said Mansfield Woods Condominium Trust, as do hereby certify that the Board of Trustees has, in accordance with Exhibit A of said Trust, adopted the Rules and Regulations attached hereto effective on July 1, 2012. These Rules and Regulations supersede and supplant those adopted prior hereto.

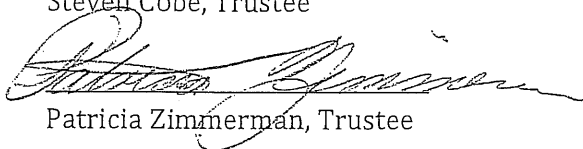
TRUSTEES OF THE MANSFIELD WOODS CONDOMINIUM TRUST AND NOT INDIVIDUALLY



Steven Cobe, Trustee



Catherine McCarthy, Trustee



Patricia Zimmerman, Trustee

COMMONWEALTH OF MASSACHUSETTS

Bristol County, ss.

On this day of June 19th, 2012, before me, the undersigned notary public, personally appeared Steven Cobe, Catherine McCarthy and Patricia Zimmerman proved to me through satisfactory evidence of identification, being (check whichever applies): ___ driver's license or other state or federal governmental document bearing a photographic image, ___ oath or affirmation of a credible witness known to me who knows the above signatory, or ___ my own personal knowledge of the identity of the signatory, to be the persons whose names are signed above, and acknowledged the foregoing to be signed by them voluntarily for its stated purpose, as Trustees of said Church Street Village Condominium Trust.

Notary Public: _____

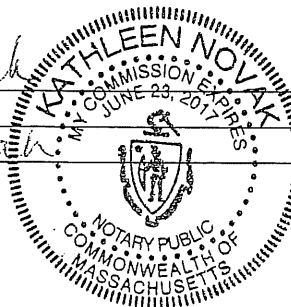
My Commission Expires: _____

Printed Name: _____

Kathleen Novak

June 17, 2017

Kathleen Novak

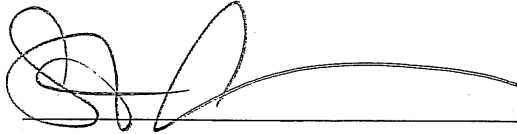


**MANSFIELD WOODS CONDOMINIUMS
RULES AND REGULATIONS**

Reissued: July 1, 2012

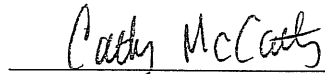
Approved:

Steven Cobe, Trustee

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Date: 7.1.12

Catherine McCarthy, Trustee

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Date: 7.1.12

Patricia Zimmerman, Trustee

A handwritten signature in black ink, appearing to be 'Patricia Zimmerman', written over a horizontal line.

Date: 7.1.12

**MANSFIELD WOODS CONDOMINIUMS
RULES AND REGULATIONS
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**RULES AND REGULATIONS
OF THE
MANSFIELD WOODS CONDOMINIUM TRUST**

All Unit Owners at the Mansfield Woods Condominiums ("Mansfield Woods") and their families, tenants, guests and invitees, contractors and other licensees are expected to abide by these Rules and Regulations. This version of the Rules and Regulations dated September 1, 2011 replaces the original version which is attached to the Declaration of Trust of Mansfield Woods Condominium Trust and any subsequent amendments to that original version. No part of the Mansfield Woods Condominiums, Mansfield, Massachusetts shall be used for any purposes except those set forth in the Master Deed recorded with the Declaration of Trust of the Mansfield Woods Condominium Trust (the "Trust").

1.0 Common Property

1.1 Common Property Definition

The Common Property of Mansfield Woods Condominiums is the area whereby ownership is shared by all Unit Owners and is maintained by the Board of Trustees or their agents. This includes the property grounds and fences to which all residents have non-exclusive use. A complete description of Common Areas is contained in Section 6 of the Master Deed. Unit Owners who have leased their unit have ceded their rights to the Common Property to the unit lessee.

1.1.1 Common Area Changes

Pursuant to the restrictions of the Mansfield Woods Master Deed restricting the right of Unit Owners to alter the Common Property and facilities or make any change which would be visible to the exterior of the Unit without first obtaining permission of the Board of Trustees, we, the undersigned, being the Board of Trustees of the Mansfield Woods Condominium Trust enact the following Rule and Regulation regarding any Unit Owner(s) alteration of the Common Property and facilities at Mansfield Woods and also regarding any change that would show to the exterior of any Unit hereinafter for convenience collectively referred to as a common modification. No common modification will be valid unless permission of the Board is granted and such permission will not be granted unless and until all the conditions hereof are complied with. Notwithstanding anything else herein contained and notwithstanding compliance by the Unit Owners, the Board of Trustees retains the right to deny any request for a common modification for any reason and for no reason at all.

- a. The requirements of the Amendment may be modified at any time by the Board of Trustees in its discretion.
- b. Any Unit Owner who wants to make a common modification must submit an application to the Board of Trustees, which is available from the management company.
- c. No application will be granted unless and until the Board has received and reviewed an engineering and architectural rendering accompanied by specifications for the common modification and unless and until all municipal, state and federal permits (as applicable) are obtained.
- d. If the Board of Trustees decides, in its sole discretion, to grant permission for the common modification and before any work thereon is commenced, the Unit Owner(s) shall execute and have recorded in their

chain of title at the Registry of Deeds for the County in which the Unit Deed for the Unit is recorded, at their sole cost and expense, an Agreement making themselves and their successors in title solely financially responsible for any maintenance, repair, replacement, loss or resulting damage, whether direct or indirect.

- e. There is no time limit by which the Board of Trustees must respond to a request for a common modification.

1.2 Common Property Usage

Nothing shall be altered, constructed, stored or removed from the Common Property without the written approval of the Board of Trustees. No use is permitted which constitutes a fire hazard or which results in cancellation of insurance or is a violation of the law. No use shall increase the insurance rate for the Trust. (See also: Section 4.0, Paragraph 4.3 Flammable Substance Storage.) The Common Property shall not be used in a manner inconsistent with the residential character of Mansfield Woods. No obnoxious or offensive use shall be made of any part of the Common Property. No commercial use within the Common Property, such as yard sales or similar activities is allowed. The Association, at the expense of the Unit Owner(s), shall repair any damage to the Common Property by Unit Owner(s).

All personal property of the Unit Owner in the Units, the Common Property, facilities and elsewhere shall be kept therein at the sole risk and responsibility of the respective Unit Owner. Neither the Trust, nor its respective successors or assigns, shall bear any responsibility for that personal property.

The entry doors leading into the common areas are to remain locked at all times including, but not limited to the front and back doors to any building located on the premises. At no time are doors to be propped open or left unlocked. The Board of Trustees will grant access if required to accommodate reasonable activities such as moving objects in and out of the unit for a previously specified amount of time.

At no time are residents or lessee(s) allowed to leave keys to the building outside of the building or in any part of the common areas as this poses a safety risk to other residents in the building.

1.3 Emergency and Extended Absence Provisions

Each Unit Owner is required to provide all car registration numbers, home and cell phone numbers, work phone numbers, and address to the Trustees, or their agent. Each Unit Owner must also provide an address and phone number where he/she or a designated representative may be reached by the Trustees or their agent.

1.4 External Signs and Article Display

No Unit Owner shall cause or permit anything to be attached, hung or displayed on the outside of windows or placed on the outside walls or doors of any building or Units, except as noted below. No Unit Owner shall cause or permit anything to be attached, hung or displayed on the inside of the windows. No awning, canopy, shutter, or radio or television antenna shall be attached to or placed upon the exterior walls or doors, roof or any part thereof, or exposed on or at any window, without the prior consent of the Trustees. All

curtains, drapes or other window treatments shall be of a white material or lined in white material so as to make a uniform and consistent window presentation in the Buildings.

No clothes, sheets, blankets, laundry, rugs or any kind of other articles shall be attached, hung out of the windows or doors of any Unit or exposed on or in any part of the Common Property and facilities. No Unit Owner shall cause or permit anything to be hung on or displayed from the porch areas. The Common Property and facilities shall be kept free and clear of all rubbish, debris, and other unsightly materials.

Unit owners are allowed to install window air conditioners. All units must be properly installed and all openings must be covered with Plexiglas or similar material. Unit owners may not use plywood or any other material to fill the opening.

No signs are permitted on the Common Property. No Unit Owner shall display "For Sale" or "For Rent" signs in the windows of their Unit. No Unit Owner shall be permitted to sell a Unit in the Condominium by means of an "open house" as such practices place an undue burden on the parking facilities and traffic patterns of the property. Estate sales or any other form of disposal of personal property are to be by appointment only and must be conducted inside the unit.

No satellite dishes can be installed without prior written approval by the Board of Trustees. Contact the management company to obtain a copy of the form that must be completed at least ten (10) days before the satellite installation

1.5 Recreational Usage

There shall be no playing, sports activities (other than in recreational areas authorized by the Board of Trustees) or lounging on the Common Property other than those areas of lawn or driveway to which the residents have access directly.

Personal property and recreational equipment must be stored overnight inside the unit.

Residents and guests may ride bicycles, tricycles, scooters or roller skate in the paved areas at their own risk. Each Unit Owner or Resident assumes responsibility for his own safety and that of his family, guests, agents, servants, employees, licensees, and lessees. See also Section 3, Paragraph 3.7: Recreational Vehicles.

1.6 Landscape Trees, Shrubs & Flowers

Basic plantings appropriate to their spaces are provided and maintained by the Association throughout the property. No basic plantings shall be altered or removed from any planting area without the written approval of the Board of Trustees. No new planting areas shall be created by residents without written approval of the Board of Trustees.

The resident must remove unsightly resident-installed plants or flowers or those poorly maintained within 7 days of written notice by the Board of Trustees.

1.7 Unit Owner Responsibilities

1.7.1 Unit Maintenance

Each Unit Owner is obligated to maintain their unit in good order and repair their unit in accordance with the provisions of the Trust.

1.7.2 Unit Improvements

Any Unit improvements of \$5,000 or more must be reported to the management company. Any replacements that can be seen from the Common Property (such as doors or window modifications) must have prior Board approval (also see Section 4.1):

No waterbeds, spas or similar water-filled objects shall be permitted in any Unit.

1.7.3 Unit Access

The Board has the right to access any Unit under M.G.L., Chapter 183A, Section 4.

1.7.4 Eligibility

A Unit Owner must reside at Mansfield Woods for at least one year before running for an open position on the Board of Trustees. A Unit Owner must be current with their monthly condominium fees and cannot be a licensed real estate agent. A Unit Owner must attend 75% of the Board meetings on an annual basis to be eligible to be a Trustee.

1.7.5 Unit Owner Behavior

It is expected that all Unit Owners will treat Trustees and its agent with professional courtesy. The Board of Trustees retains the right to impose a \$25 fine for any email, letter, voice mail or any other correspondence that is deemed obnoxious, offensive or threatening to the recipient.

1.7.6 Smoking

Unit Owners are allowed to smoke in their units but cannot smoke in any indoor common areas of the property. This includes the hallways, storage rooms and laundry rooms on the property. Unit Owners are responsible to ensure that all guests, family members and visitors to the property follow this rule.

Cigarettes, cigars and pipes must be extinguished in proper receptacles when smoking outdoors.

1.8 Contractor's and Maintenance Personnel

It is the Unit Owner's responsibility to assure that all tradesmen, maintenance personnel or repairmen hired to perform work inside their unit are duly licensed and insured. Any maintenance (repair or replacement) of the Common Property which is the responsibility of the Unit Owner pursuant to the Master Deed shall be done only by contractors or workmen approved by the Trustees.

1.9 Noise

No Unit Owner shall engage in or permit any noxious or offensive activities, or make or permit any noises by himself, his family, employees, agents, visitors, lessees, licensees or permit anything to be done by which such persons, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants; will interfere with the rights, comforts or conveniences of other Unit Owners; may or does cause damage to any other Unit or to the Common Property and facilities. Owners, guests and lessees will be expected to reduce noise levels after 10 pm so that neighbors are not disturbed. At no time are musical instruments, radios or televisions to be so loud as to become a nuisance.

The Unit Owner making or permitting such nuisance, interference, damage or removal shall be responsible for the elimination of such nuisance or interference and for the costs of the repair of such damage or replacement of the item removed.

Total volume of television sets, radios, stereos, and musical instruments shall at all times be kept at a reasonably low sound level.

2.0 Trash

2.1 Trash Disposal

Trash is to be placed in the trash receptacle provided by the Trustees or their agent. Large boxes must be broken down before placing in the receptacle. Plastic bags must be contained within the proper receptacle. Any visible construction debris must be removed daily.

Pickup of appliances, large furniture or other large items is the responsibility of the resident. Any additional charges generated from tenant move in/move out will be billed to the unit owner. The unit owner is responsible for all additional charges associated with tenant trash disposal.

2.2 Hazardous Waste

Hazardous waste as defined by the Commonwealth of Massachusetts must be disposed of as decreed by the Town of Mansfield and the Commonwealth of Massachusetts. Disposal schedules will be posted by the town.

3.0 Automobile(s)

3.1 Parking

Residents are allowed to keep their motor vehicles on the premises. Additional vehicles may not be stored elsewhere on the Common Area. Parking on grass or sidewalks is prohibited. All vehicles must be properly registered and display such proper registration at all times or will be towed at the owner's expense.

Unit owners and their guests must park in their assigned spots and may not park in spots assigned to other unit owners.

3.2 No Parking Zones

No vehicle shall be parked in front of hydrants or in such a manner as to block any entrance, exit, or roadway. Access for emergency vehicles must remain clear at all times. Vehicles may be towed if they are blocking a fire lane. Vehicles may be towed if parked in a handicapped parking area without a valid handicapped parking sticker.

3.3 Temporary and Guest Parking

Trucks, commercial vehicles, or trailers providing temporary services to Unit Owners may park on the premises, but only between the hours of 9 a.m. and 5 p.m., except in the event of an emergency. In the case of an emergency, such vehicles may park on the premises only for the time necessary to correct the emergency situation.

Guests may park on the premises temporarily, for no more than one week's time, so long as guest vehicles do not inconvenience any Unit Owner's access to parking spaces. Parking for long-term guests (over one week's stay) requires written consent from the Board of Trustees or the management company.

3.4 Automobile Washing

No washing of automobiles shall take place on any part of the condominium property.

3.5 Speed Limit

Maximum speed limit in the Mansfield Woods complex for all vehicles is 20 miles per hour. Driving is permitted on paved areas only; driving on grass and lawn areas is strictly forbidden.

3.6 Maintenance and Repair

No vehicle which cannot operate on its own power shall be permitted on the property. All vehicles on the premises must be properly maintained. Any damage to the Common Property caused by poorly maintained vehicles will be repaired by the Association at the Unit Owner's cost. Storage of any kind is not permitted in the parking lot or any other common area.

Only private automobile emergency repair (flat tires, lights, windshield wipers, etc.,) is allowed on the Common Property provided:

- Repairs are completed within 24 hours of their start.
- The Common Property is left clean and any hazardous waste is disposed of properly.

Commercial repairs of any vehicle on the premises are strictly forbidden. No oil changes or other similar vehicle maintenance is allowed on the premises.

3.7 Recreational Vehicles

No boats, boat trailers, mobile homes, RVs, trailers, motorized recreational vehicles, including but not limited to mechanized scooters, all-terrain vehicles, snowmobiles, etc. shall be permitted within the Mansfield Woods complex.

4.0 Storage

4.1 General Storage

The Common Property and Facilities shall not to be obstructed or used for storage of any purpose without prior written consent of the Board of Trustees. No structural change is permitted without written consent from the Board of Trustees.

4.2 Outdoor Cooking / Barbecuing

Only charcoal fire and electric grills in a protective metal barbecue container may be used in the parking lot. No other outdoor type of cooking is allowed. All devices must be in good working order. Unsightly devices must be removed or covered. Outdoor barbecues, grills, and similar equipment should be at least five (5) feet from a unit wall while in use. Charcoal residue must be completely dormant and disposed of in a fireproof container. Any damage to the Common Property shall be repaired by the Association at the resident's expense. Barbecues, grills or other portable cooking utensils may be stored in unit, if allowed by law. Such equipment must be used in accordance with Massachusetts Fire Safety Code. Unit owners are not allowed to have any type of grill near the buildings at any time. Grills are not allowed on the decks

Propane tanks cannot be stored or used inside the building at any time.

4.3 Flammable Substance Storage

No Unit Owner or occupant or any of his or her agents, servants, employees, licensees or visitors shall, at any time, bring into or keep in his or her unit any flammable, combustible or explosive fluid, material, chemical or substance (for example, gasoline and propane), except such lighting and cleaning fluids as are customary for residential or emergency use. See section 1.0, Paragraph 1.2, Common Area Usage.

5.0 Pets

5.1 General Rules

Any pet causing or creating a nuisance or unreasonable noise (for example, extended barking) shall be removed from the owner's unit upon ten (10) days' notice from the Trustees or their agents. Unit owners are responsible for the actions of their pet in the Mansfield Woods Condominium complex and shall hold the Board of Trustees and the Association harmless against loss or liability for pet's actions. Any damage to the Common Property caused by pets will be repaired at the owner's cost.

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5.3 Pet Restraint

All pets shall be on a leash or carried in the Common Property. All pets must be walked by an individual over the age of 16. No pet shall be left or tied in any Common Property unattended. Any pet that the Board of Trustees perceives to be a nuisance or threat to the community will be removed from the premises. Pet owners are responsible for damages caused by pet attacks resulting in injury to others.

5.4 Pet Waste

Owners of pets shall be responsible for the removal, cleanup and disposal of all pet waste immediately from all Common Property or will be assessed a fine.

6.0 Unit Leasing

6.1 Lease Limitation

The maximum number of units that may be leased at any one time is limited to thirty-four (34) of total units in the Mansfield Woods condominium complex unless waived for good and just cause in writing by the Board.

6.2 Written Requests

Prior to leasing, the Unit Owner must submit a completed request form to the Board of Trustees. At that time the Board will provide the requestor with a current copy of the lease policy. The Board, assuring that the thirty-four (34) limit has not been reached and there being no other objections, will respond within 20 days to the request. Lease request forms may be obtained from the management company.

6.3 Written Consent

No Unit Owner may offer to lease their unit until they receive a written consent from the Board. So long as the maximum restriction on the number of units under lease has not been met, consent by the Board may not be unreasonably withheld.

6.4 Disclosure to Tenants

Prior to a Tenant's occupancy, the Owner of the leased Unit is required to provide to their Tenant(s) a copy of the lease, the Lease Addendum and the Association's Master Deed, Declaration of Trust, Bylaws and Rules and Regulations.

6.5 Lease Addendum

For any lease of a condominium Unit entered into or renewed on or after July 1, 2012 (the effective date of this document), the Addendum to Lease Agreement, which is attached as "Exhibit A" shall be entered into by each Unit Owner and such Owner's Tenants as an addendum to their lease agreement.

6.6 Financial Responsibilities

The Unit Owner is responsible for paying all fees, taxes, assessments, fines, liens or other costs associated with ownership of said unit.

6.7 Lease Term Limits

No unit may be leased for a term of less than 180 days or more than 2 years. Any upgrade or extension of a lease must be approved by the Board.

6.8 Lease Coverage

All unit leases must be for the entire unit. No more than one lease agreement may apply to the same unit. Subletting by the lessee is not permitted.

6.9 Move-In and Move-Out Fee

The Association shall have the authority to charge a Unit Owner a reasonable fee whenever a Tenant moves into or out of a Unit. This fee shall be a lien on the Unit, enforceable in the manner set forth in the By-Laws. This fee is not applied to a Unit Owner moving themselves. If there is damage to the common areas of the property during move-in or move-out, the Unit Owner will be charged the cost to repair the common areas.

6.10 Attorney-In-Fact

No unit may be leased unless pursuant to a written agreement acceptable to the Association in form and content, including, but not limited to, the inclusion of a clause whereby it shall be deemed during period of occupancy that the Unit Owner has irrevocably appointed and constituted the Association as the Unit Owner's attorney-in-fact to seek, at the Unit Owner's expense, the eviction, equitable relief and/or damages of and/or from such occupants upon any breach of said agreement or a violation of the Association's governing documents and/or rules and regulations provided the Association first gives the Unit Owner notice of said violation and a reasonable period to effect a cure.

6.11 Association Lease Copy

Each Owner who rents his or her Unit shall provide a signed copy of the lease and the Lease Addendum to the Association's Board of Trustees by mailing or delivering a copy of those documents to the Property Manager so that they are received within ten (10) days after those documents were signed by the Tenant(s) and on an annual basis for any renewed leases. The Owner is required to provide prompt updated information and leasing documents to the Association whenever one or more Tenants in the Owner's Unit change.

6.12 Landlord/Tenant Relationship

In no event shall it be determined that a landlord/tenant relationship exists between the Association and the occupants.

6.13 Lease Extensions

If, during the course of occupancy of any lease, an occupant demonstrates such disregard for the provisions of the Association's governing documents and/or rules and regulations that the Association determines it in its best interest to preclude the Unit Owner from extending said lease, the Unit Owner shall be so advised in writing.

7.0 Violations

Each day a violation continues shall be considered a separate violation. Violations that endanger the health, safety, and welfare of others and/or pose a substantial threat to property shall be subject to such immediate and/or additional fines in amounts as the Trustees in their discretion may determine.

First (1 st) violation	Warning letter, with (48) hours to cure the infraction
Second (2 nd) violation	\$25 per day, per infraction.

7.1 Processing Violation(s)

Once a violation of the Mansfield Woods Rules and Regulations, Master Deed, Declaration of Trust or By-Laws is reported and confirmed by the Trustees, a notice will be sent to the resident. If the violation is not corrected as required, a second notice will be issued. If the resident does not respond satisfactorily to a second notice, a fine will be assigned as deemed appropriate by the Trustees. If the fine is not paid within 30 days, a late fee will be added and a lien placed against the property. A late fee will continue for each month the fine is not paid.

7.2 Monthly Fee, Fine and/or Assessment Payment

The following time frame shall be used in the collection of monthly installments of the annual assessment and other charges due to the Association:

Due Date	1 st day of each month
Past Due Date [date payment is late]	15 th of each month
Late charge imposed	16 th of each month late
Notice mailed imposing late fees, interest, etc.	18 days after due date
Additional late fee imposed [monthly]	30 days after due date
Notice of Intention to refer account to attorney mailed or account referred to attorney for legal action, sent via certified mail	45 days after the due date
Attorney sends demand letter for payment including intent to file a lawsuit	60 to 65 days after the due date
Owner fails to respond to the attorney, a lawsuit is considered and, if appropriate, is commenced	75 days after the due date

7.3 Waivers

The Association may grant a waiver of any provision herein upon petition in writing by a Unit Owner showing a personal hardship. Such relief granted an owner shall be appropriately documented in the files with the name of the person or persons representing the Association granting the relief, and the conditions of the relief. In addition, the Association is hereby authorized to extend the time for the filing of lawsuits and liens or to otherwise modify the procedure contained herein, as the Association shall determine appropriate under the circumstances.

Any consent or approval given by the Association under these Rules and Regulations may be added to, amended, or repealed at any time by the Trustees. These Rules and Regulations may be altered or amended from time to time as is necessary.

7.4 Appeal Procedure

A request for review of any fine must be received by the Board of Trustees or their agent within 14 days of the date the notice was mailed to the Unit Owner or resident. All requests for repeal of fines will be heard by the Board of Trustees in closed session at the next available Board of Trustees meeting.

Board decisions are final and will be mailed to the Unit Owner or resident within 10 days once the Board has made a decision.

EXCLUDING FAILURE TO PAY MONTHLY ASSESSMENTS, NO FINE WILL BE LEVIED WITHOUT PRIOR NOTICE.

EXHIBIT A
MANFIELD WOODS CONDOMINIUM
LEASE ADDENDUM

Tenant: _____

Landlord: _____

Unit: _____

The Undersigned acknowledge and understand that the Unit being leased, i.e., the Premises having a street address of _____ is part of a Massachusetts Condominium subject to recorded covenants and duly adopted Rules and Regulations which must be followed by the owners and residents and anyone who has occasion to be upon the Condominium property. In this regard, Tenant and Landlord acknowledge and agree as follows:

1. No portion of any condominium Unit (other than the entire Unit) shall be leased, subleased or assigned for any period.
2. No lease, sublease or assignment shall be for a period of less than one hundred eighty (180) days.
3. Any Owner of any condominium Unit who shall lease such unit shall, promptly following the execution of any such lease, forward a conformed copy thereof to the Board of Trustees through its management agent. All leases shall be in writing and a copy of the Mansfield Woods declaration of Trust, By-laws and Rules and Regulations shall be provided to the Tenant by the Landlord at the time the lease is signed.
4. Each Tenant shall be obligated to comply with all provisions of the Declaration, the By-Laws and the Rules and Regulations of the Condominium.
5. The Board of Trustees of the Condominium, its authorized agents and employees, shall have the right to access the Premises at any time in order to inspect and to make any repairs as deemed necessary by the Board of its authorized agents in order to protect the Condominium from damage and/or its residents from harm at the expense of the Unit Owner. Reasonable effort to give notice to the Unit Owner and the Tenant of the Unit will be attempted before the entry is made.

6. Tenant shall maintain renter's insurance on the Premises for both property damage covering full replacement value and liability coverage of not less than \$300,000 during the term of the lease and shall provide proof of such insurance to both the Unit Owner and the Condominium. A certificate of insurance will be deemed sufficient proof. In the event there is an insured loss under the Master Condominium insurance policy caused by the willful or negligent act or omission of the Tenant, the Tenant's family or guests, the Tenant will be held responsible. In this regard, the Condominium Master Insurance carrier and/or the Condominium may subrogate any and all claims, including deductible expense, against Tenant.
7. There shall be no other Tenants or occupants of the Premises other than those named on the lease. The number of occupants of the Premises at any given time shall not exceed the City of Attleboro occupancy limits for the Premises. Tenants are not allowed any pets in the units.
8. A default under any of the above referenced Condominium covenants and Rules and Regulations shall constitute a default under the lease. The rights of the Tenant to use and occupy the condominium Unit shall be subject to and subordinate in all respects to the provisions of the Declaration, the By-Laws and the Rules and Regulations of the Condominium, and to such other reasonable rules and regulations relating to the use of the common elements. Failure of the Tenant, his guests and family to comply with the provisions of the documents shall be a default under the lease and in addition to any other remedy available, shall subject the Tenant and the Landlord to imposition of fines by the Condominium.
9. Landlord and Tenant understand and agree that the board of Trustees of the Condominium may at any time require any Tenant to post a refundable deposit of not more than Five Hundred Dollars (\$500) into an escrow account maintained by the Condominium, its agents or assigns, as security for damage to the Condominium.
10. Landlord and Tenant understand and agree that no unlawful use shall be made of any condominium Unit or any portion of the common elements and all laws, zoning and other ordinances, regulations of governmental and other municipal bodies and the like shall be observed at all times and will not allow or permit any other person associated with them to engage in any act which violates this section. Landlord and Tenant understand and agree that promptly upon becoming aware of a violation of this section by another person associated with them, shall take reasonable steps promptly to have such violation abated.
11. The Landlord and Tenant acknowledge that pursuant to M.G.L. c. 183A, §6 (iii) (c) if a Unit Owner fails to pay his share of the common expenses to the Association for at least twenty-five days from the date it was due, the Association shall subject to the procedure prescribed in said section have the right to collect the rent owed to be applied to the delinquency in the payment amounts due to the Association.

12. If the Condominium is required to bring an action to enforce the provisions of this Lease Addendum, the costs of such action, including legal fees, shall become a joint and several binding personal obligation of the Owner(s) and the Tenant(s), and such costs and attorney's fee shall also be a lien upon the Unit of such Owner pursuant to the provisions of M.G.L. c. 183A, as amended.

THE APARTMENT UNIT BEING LEASED (RENTED) UNDER THIS LEASE (OCCUPANCY AGREEMENT) IS LOCATED IN A CONDOMINIUM BUILDING – NOT A RENTAL APARTMENT HOUSE. THE CONDOMINIUM BUILDING IS OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH APARTMENT (EACH FOR CERTAIN APARTMENTS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS). THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE BUILDING ARE (EXCEPT AS AFORESAID) THE OWNERS OF THE HOMES WHICH THEY OCCUPY, AND NOT TENANTS LIVING IN A RENTAL APARTMENT HOUSE. THE TENANT, BY SIGNING THIS AGREEMENT ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUM, THE DECLARATION OF TRUST OF THE CONDOMINIUM AND THE BYLAWS AND RULES AND REGULATIONS THERETO, AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME, THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME, AND THAT IN THE EVENT OF ANY NONCOMPLIANCE, THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE CONDOMINIUM TRUST (WHO ARE ELECTED BY THE UNIT OWNERS) AND, IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES AND OTHER CHARGES, AND THAT THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISIONS OF THE OCCUPANCY AGREEMENT.

Tenant acknowledges receipt of a copy of all documents listed above herein.

BY EVIDENCE OF OUR SIGNATURES BELOW, I/WE AGREE to be bound by the terms of this Addendum:

Landlord

Date

Tenant

Date

Tenant

Date

Tenant

Date

**Mansfield Woods Condominium Trust
Budget Overview**

2024

2025 DRAFT

Income

Account	Yearly Budget	Yearly Budget	
6310 HOA Fee Income	\$255,759.00	\$260,875.00	2%
6315 BLD 19 Gas Reimbursement	\$7,500.00	\$7,500.00	
6390 Laundry Income	\$10,000.00	\$10,000.00	
Income Total	\$273,259.00	\$278,375.00	
Total	\$273,259.00	\$278,375.00	

Expense

Account	Yearly Budget	Yearly Budget	
7010 Accounting & Tax Prep	\$2,300.00	\$2,300.00	
7020 Legal Fees	\$1,300.00	\$1,300.00	
7260 Management	\$18,768.00	\$18,768.00	
7280 Office & Postage	\$1,000.00	\$1,000.00	
Administrative Total	\$23,368.00	\$23,368.00	
8510 Property Insurance	\$27,500.00	\$32,000.00	\$4,500
8600 Federal Income Taxes	\$50.00	\$50.00	
8610 State Income Taxes	\$1,000.00	\$1,000.00	
Taxes & Insurance Total	\$28,550.00	\$33,050.00	
8910 Electricity	\$9,400.00	\$9,400.00	
8930 Water & Sewer	\$58,500.00	\$58,500.00	
8950 Gas	\$16,000.00	\$16,000.00	
8990 Telephone	\$3,300.00	\$3,300.00	
Utilities Total	\$87,200.00	\$87,200.00	
9010 General Repairs & Maint.	\$25,000.00	\$25,000.00	combine?
9016 Plumbing Repairs	\$10,000.00	\$10,000.00	combine?
9020 Landscaping	\$14,000.00	\$14,000.00	
9021 Landscape Misc.	\$4,000.00	\$4,000.00	
9090 Snow Removal	\$21,000.00	\$21,000.00	
9135 Trash Removal	\$10,200.00	\$10,800.00	\$600
9140 Extermination	\$2,000.00	\$2,000.00	
9150 Janitorial Services	\$11,000.00	\$11,000.00	
9160 Fire Alarm Services	\$1,500.00	\$1,500.00	
Maintenance & Repair Total	\$98,700.00	\$99,300.00	
9910 Reserves - Transfer	\$35,400.00	\$35,400.00	12.72%
Expenses Total	\$35,400.00	\$35,400.00	
Total	\$273,218.00	\$278,318.00	

Net Income

\$41.00

\$57.00

June 2025

Bristol South, Inc

Mansfield Woods Condominium Trust

Monday, July 14, 2025

Mansfield Woods Condominium Trust

BALANCE SHEET

As of: 06/30/2025

Assets

Account Name	Total
Cash Checking - Operating	\$21,626.15
Cash Savings - Reserves	\$228,726.75
CHECKING/ SAVINGS TOTAL:	\$250,352.90
HOA Receivable	\$41.20
Bld 19 Gas Reimbursement	(\$14.82)
Late Fees Receivable	\$45.00
Misc. Owner Receivables	\$140.43
ACCOUNTS RECEIVABLE TOTAL:	\$211.81
Prepaid Insurance	\$20,891.00
OTHER CURRENT ASSETS TOTAL:	\$20,891.00
TOTAL ASSETS:	\$271,455.71

Liabilities

Account Name	Total
Accounts Payable	\$19,846.37
Prepaid HOA Fees	\$6,695.35
Accrued Expense	\$925.00
LIABILITIES TOTAL:	\$27,466.72
TOTAL LIABILITIES:	\$27,466.72

Equity

Account Name	Total
Reserves - Equity	\$213,530.97
Reserves - Unallocated	\$14,750.00
RESERVES TOTAL:	\$228,280.97
Prior Year Net Inc./Loss	\$4,805.03
Retained Earnings	\$13,488.00
MEMBERS EQUITY TOTAL:	\$18,293.03
Current Year Net Income/(Loss)	(\$2,585.01)
TOTAL EQUITY:	\$243,988.99
TOTAL LIABILITIES AND EQUITY:	\$271,455.71

Mansfield Woods Condominium Trust

INCOME STATEMENT

Start: 06/01/2025 | End: 06/30/2025

Income

Account	Current			Year to Date			Yearly
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
Income							
HQA Fee Income	21,739.62	21,739.58	0.04	130,437.72	130,437.48	0.24	260,875.00
BLD 19 Gas Reimbursement	624.89	625.00	(0.11)	3,749.34	3,750.00	(0.66)	7,500.00
Late Fee Income	60.00	0.00	60.00	300.00	0.00	300.00	0.00
Laundry Income	911.57	833.33	78.24	4,585.24	4,999.98	(414.74)	10,000.00
Interest Income	651.86	0.00	651.86	4,040.04	0.00	4,040.04	0.00
Income Total	23,987.94	23,197.91	790.03	143,112.34	139,187.46	3,924.88	278,375.00
Total Income	23,987.94	23,197.91	790.03	143,112.34	139,187.46	3,924.88	278,375.00

Expense

Account	Current			Year to Date			Yearly
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
Administrative							
Accounting & Tax Prep	0.00	191.67	191.67	549.57	1,150.02	600.45	2,300.00
Legal Fees	0.00	108.33	108.33	0.00	649.98	649.98	1,300.00
Management	1,564.00	1,564.00	0.00	9,384.00	9,384.00	0.00	18,768.00
Office & Postage	46.65	83.33	36.68	326.82	499.98	173.16	1,000.00
Administrative Total	1,610.65	1,947.33	336.68	10,260.39	11,683.98	1,423.59	23,368.00
Taxes & Insurance							
Property Insurance	2,638.00	2,666.67	28.67	15,828.00	16,000.02	172.02	32,000.00
Federal Income Taxes	0.00	4.17	4.17	175.00	25.02	(149.98)	50.00
State Income Taxes	0.00	83.33	83.33	34.00	499.98	465.98	1,000.00
Taxes & Insurance Total	2,638.00	2,754.17	116.17	16,037.00	16,525.02	488.02	33,050.00
Utilities							
Electricity	740.68	783.33	42.65	4,242.51	4,699.98	457.47	9,400.00
Water & Sewer	6,295.69	4,875.00	(1,420.69)	30,261.66	29,250.00	(1,011.66)	58,500.00
Gas	831.40	1,333.33	501.93	11,648.81	7,999.98	(3,648.83)	16,000.00
Telephone	417.31	275.00	(142.31)	1,797.69	1,650.00	(147.69)	3,300.00
Utilities Total	8,285.08	7,266.66	(1,018.42)	47,950.67	43,599.96	(4,350.71)	87,200.00
Maintenance & Repair							
General Repairs & Maint.	4,562.50	2,916.67	(1,645.83)	30,500.93	17,500.02	(13,000.91)	35,000.00
Landscaping	1,160.00	1,750.00	590.00	4,400.00	5,250.00	850.00	14,000.00
Landscape Misc.	0.00	333.33	333.33	0.00	1,999.98	1,999.98	4,000.00
Snow Removal	0.00	0.00	0.00	11,715.00	15,750.00	4,035.00	21,000.00
Trash Removal	920.00	900.00	(20.00)	5,820.00	5,400.00	(420.00)	10,800.00
Extermination	228.00	166.67	(61.33)	456.00	1,000.02	544.02	2,000.00
Janitorial Services	760.00	916.67	156.67	5,140.00	5,500.02	360.02	11,000.00
Fire Alarm Services	0.00	125.00	125.00	1,617.36	750.00	(867.36)	1,500.00
Maintenance & Repair Total	7,630.50	7,108.34	(522.16)	59,649.29	53,150.04	(6,499.25)	99,300.00
Expenses							
Reserves - Transfer	2,950.00	2,950.00	0.00	11,800.00	17,700.00	5,900.00	35,400.00
Expenses Total	2,950.00	2,950.00	0.00	11,800.00	17,700.00	5,900.00	35,400.00
Total Expense	23,114.23	22,026.50	(1,087.73)	145,697.35	142,659.00	(3,038.35)	278,318.00
Net Income	873.71	1,171.41	(297.70)	(2,585.01)	(3,471.54)	886.53	57.00

Mansfield Woods Condominium Trust**CHECK REGISTER - SUMMARY**

START: 06/01/2025 | END: 06/30/2025

Run Date: 07/14/2025
Run Time: 11:46 PM

Date	Check	Vendor	Reference	Amount
Rockland Trust Cash Checking - Operating				
06/02/2025	100759	Mans Elect - Mansfield Municipal ...	elec/19/erik/lts/6/20	\$669.52
06/04/2025	590	Bristol - Bristol South, Inc.	management	\$1,610.65
06/10/2025	100760	Kevin - Kevin McCarthy	may/maint	\$2,310.00
06/10/2025	100761	Lawr - Lawrence Waste Services	june/trsh	\$920.00
06/11/2025	100762	MansfieldW - Mansfield Water/Sewer	wtr/swr/19/erik/6/23	\$4,121.81
06/11/2025	100763	Joe - Joe Walsh Plumbing & Heatin...	wtr/lk/repairs	\$762.50
06/16/2025	100764	Veri - Verizon	phne/internet	\$261.46
06/24/2025	100765	Eversource - Eversource (Gas)	current gas charges	\$831.40
06/30/2025	100766	Veri - Verizon	phne/cble	\$155.85

Sub-Total: \$11,643.19**Total: \$11,643.19**

MANSFIELD WOODS CONDOMINIUM TRUST

DECLARATION OF TRUST

See Book 7417 Page 281 See Book 7132 Page 119 See Book 6525 Page 11
See Book 8081 Page 89 See Book 7132 Page 117 See Book 6323 Page 18

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**MANSFIELD WOODS CONDOMINIUM TRUST
DECLARATION OF TRUST**

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(1)

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DECLARATION OF TRUST

THIS DECLARATION OF TRUST made this 29th day of June, 1987, at Boston in the County of Suffolk and Commonwealth of Massachusetts, by Malcolm B. Post of Braintree, Massachusetts, Bara S. Post, of said Braintree and Shirley B. Coleman, of West Roxbury, Massachusetts, (hereinafter collectively 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), Witnesseth That:

ARTICLE I - Name of Trust

The trust hereby created shall be known as Mansfield Woods 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 and Its Purpose

Section 1. Trust Purpose

All of the rights and powers in and with respect to the common areas and facilities of Mansfield Woods Condominium (hereinafter called the Condominium) in Mansfield, Bristol County, Massachusetts, established by a Master Deed of even date and record herewith (hereinafter referred to as the Master Deed) which are by virtue of provisions of Chapter 183A of the Massachusetts General Laws conferred upon or exercisable by the organization of unit owners of 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 called the Unit Owners), according to the schedule of beneficial interest set forth in Article IV, Section 1 hereof, and in accordance with provisions of said Chapter 183A, this trust being the organization of the Unit Owners established pursuant to provisions of said Chapter 183A for the purposes therein set forth.

Section 2. Applicability to Property and Persons

It is hereby expressly declared that a trust and not a partnership has been created and that the Unit Owners are cestuis que trustent, and not partners or associates nor any other relation whatever between themselves with respect to the trust property, and hold no relation to the Trustees other than

of cestuis que trustent, with only such rights as are conferred upon them as such cestuis que trustent hereunder and under and pursuant to provisions of said Chapter 183A of the General Laws.

ARTICLE III The Trustees

Section 1. Appointment

There shall at all times be a board of trustees (hereinafter called the Board of Trustees or the Board) hereunder consisting of three members, unless and until the number of members of the Board is specified to be five members or seven members at the annual meeting of the Unit Owners by vote of Unit Owners entitled to not less than a majority of the beneficial interest hereunder; provided, however, that until (a) Malcolm B. Post, Trustee of Allied Realty Trust, the Declarant of the Master Deed (or his successor Trustees), ceases to be entitled to any of the beneficial interest hereunder, or (b) the 1992 annual meeting of the Unit Owners, whichever of said (a) or (b) shall first occur, the number of Trustees shall be three persons consisting of the original trustees or other persons designated by Malcolm B. Post, Trustee of Allied Realty Trust (or his successor Trustees), and thereupon the terms of office of the original Trustees or such other persons so designated shall be deemed vacant, but shall not expire until such vacancies have been filled in the manner hereinafter set forth. Thereafter, the terms of office of the Trustees shall, except as hereinafter provided, be three years, and such terms shall be staggered so that insofar as possible the terms of one-third of the trustees shall expire each year; provided, that in order to establish and maintain such staggering of terms, the terms of the Trustees first elected pursuant hereto shall be one year, two years, and three years, respectively, determined by lot, and thereafter upon any increase or decrease of the number of trustees, the terms of any then newly appointed Trustee or Trustees shall be one year, two years or three years, determined insofar as necessary by lot, so as to maintain such staggering of terms insofar as possible. If and whenever the number of such Trustees shall become less than three or less than the number of Trustees last specified by majority vote as aforesaid, a vacancy or vacancies in said office shall be deemed to exist. Each such vacancy shall be filled by instrument in writing setting forth (a) the appointment of a natural person to act as Trustee, (b) the acceptance of such appointment, signed and acknowledged by the person so appointed, and (c) certification that the person so appointed has been duly elected a Trustee hereunder by majority vote at a meeting of the Unit Owners duly called and held, which instrument is signed by a majority of the then remaining Trustees, or by the sole remaining Trustee if only one, or by Unit Owners entitled to not less than twenty-five percent (25%) of the beneficial interest hereunder. Such appointment shall

become effective upon the recording with the Registry of Deeds in which this Declaration is recorded of such instrument, and such person shall then be and become such Trustee and shall be vested with the powers of the Trustees and title to the trust Property, jointly with the remaining or surviving Trustees or Trustee, without the necessity of any act of transfer or conveyance. If for any reason any vacancy in the office of Trustee shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any Unit Owner or any Trustee and notice to all Unit Owners and Trustees and to such other, if any, parties in interest to whom the court may direct that notice be given. The foregoing provisions of this Section to the contrary notwithstanding, despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining or surviving Trustees, subject to the provisions of the immediately following Section, shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

Section 2. Majority Vote

In any matters relating to the administration of the trust hereunder and the exercise of the powers hereby conferred, the Trustees may act by a majority vote at any duly called meeting at which a quorum is present as provided in paragraph A of Section 8 of Article V; provided, however, that in no event shall a majority consist of less than two (2) Trustees hereunder, and, if and whenever the number of Trustees hereunder shall become less than two (2), the then remaining or surviving Trustees, if any, shall have no power or authority whatsoever to act with respect to the administration of the trust hereunder or to exercise any of the powers hereby conferred except as provided in Section 1 of Article III. The Trustees may also act without a meeting by instrument signed by a majority of their number.

Section 3. Resignation and Removal

Any Trustee may resign at any time by instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds and such resignation shall take effect upon the recording of such instrument with said Registry of Deeds. After reasonable notice and opportunity to be heard before the Board of Trustees, a Trustee may be removed from office with or without cause by an instrument in writing signed by Unit Owners entitled to not less than a majority of the beneficial interest, such instrument to take effect upon the recording thereof with said Registry of Deeds.

Section 4. Bond

No Trustee named or appointed as hereinbefore provided, whether as original Trustee or as successor to or as substitute for another, shall be obliged to give any bond or surety or other security for the performance of any of his duties hereunder, provided, however, that the Unit Owners entitled to not less than a majority of the beneficial interest hereunder may at any time by instrument in writing signed by them and delivered to the Trustee or Trustees affected require that any one or more of the Trustees shall give 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 5. Liability

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

Section 6. Self-Dealing

No Trustee shall be disqualified from his office by contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his interest individually or the Trustees' 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 in any way interested be avoided nor shall any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relation hereby established provided the Trustee shall act in good faith and shall disclose the nature of his interest before the dealing, contract or arrangement is entered into.

Section 7. Indemnification

The Trustees and each of them shall be entitled to indemnity both out of the trust property and by the Unit Owners

against any liability incurred by them or any of them in the execution hereof, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for his share of the common expenses of the Condominium and for his proportionate share of any claims involving the trust property in excess thereof, all as provided in Sections 6 and 13 of said Chapter 183A. Nothing in this paragraph contained shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument.

ARTICLE IV - Beneficiaries and the Beneficial Interest in the Trust

Section 1. Beneficiaries

The cestuis que trustent or beneficiaries shall be the Unit Owners of the Condominium from time to time. The beneficial interest in the trust hereunder shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium, as determined and specified pursuant to provisions of the Master Deed.

Section 2. Beneficial Interest

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

ARTICLE V - By-Laws

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

Section 1. Powers of the Trustees

The Trustees shall, subject to and in accordance with all applicable provisions of said Chapter 183A, have the absolute

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

(i) To retain the trust property, or any part or parts thereof, in the same form or forms of investment 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) To sell, assign, convey, transfer, exchange, and otherwise deal with or dispose of, the trust property, or any part or parts thereof, free and discharged of any and all trusts, at public or private sale, to any person or persons, for cash or on credit, and in such manner, on such terms and for such considerations and subject to 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 to execute and deliver any deed or other instrument in connection with the foregoing;

(iii) To purchase or otherwise acquire title to, and to rent, lease or hire from others for terms which may extend beyond the termination of this trust any property or rights to property, real or personal, and to own, manage, use and hold such property and such rights;

(iv) To borrow or in any other manner raise such sum or sums of money or other property as they shall deem advisable in any manner and on any terms, and to evidence the same by notes, bonds, securities or other evidence of indebtedness, which may mature at a time or times, even beyond the possible duration of this trust, and to execute and deliver any mortgage, pledge, or other instrument to secure any such borrowing;

(v) To enter into any arrangement for the use or occupation of the trust property, or any part or parts

thereof, including, without thereby limiting the generality of the foregoing, leases, subleases, easements, license, or concessions, upon such terms and conditions and with such stipulations and agreements as they shall deem desirable, even if the same extend beyond the possible duration of this trust;

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

(vii) To obtain and maintain such casualty and liability insurance on and with respect to the trust property as they shall deem necessary or proper;

(viii) To incur such liabilities, obligations and expenses, and to pay from the principal or the income of the trust property in their hands all such sums, as they shall deem necessary or proper for the furtherance of the purposes of this trust;

(ix) To determine as to all sums of money and other things of value received by them, whether and to what extent the same shall be deemed to be and shall be accounted for as principal or as income, and as to all charges or expenses paid by them, whether and to what extent the same shall be charged against principal or against income, including, without hereby limiting the generality of the foregoing, power to apportion any receipt or expense between principal and income, and power to determine what portion, if any, of the actual income received upon any asset purchased or acquired at a premium or any wasting investment shall be added to principal to prevent a diminution thereof upon the maturity or exhaustion of such asset or investment;

(x) To vote in such manner as they shall think fit any or all shares in any corporation or trust which shall be comprised in the trust property, and for that purpose to give proxies, to any person or persons or to one or more of their number, to vote, waive any notice or otherwise act in respect of any such shares;

(xi) To guarantee performance of the obligations of others in any cases where they shall deem that it is to the advantage of this trust that they give such guaranty;

(xii) To maintain such offices and other places of business as they shall deem necessary or proper and to engage in business in Massachusetts or elsewhere;

(xiii) To provide and contract for maintenance, repair, cleaning and other services to Unit Owners;

(xiv) To enter and have such access into Units in the Condominium as shall be reasonably necessary to the performance and exercise of the duties, obligations, rights and powers of the Trustees hereunder;

(xv) To employ, appoint and remove such agents, managers, officers, board of managers, brokers, employees, servants, assistants and counsel (which counsel may be a firm of which one or more of the Trustees are members) as they shall deem proper, for the purchase, sale or management of the trust property, or any part or parts thereof, or for conducting the business of the trust and may define their respective duties and fix and pay their compensation and the Trustees shall not be answerable for the acts and defaults of any such person. The Trustees may delegate to any such agent, manager, officer, board, broker, employee, servant, assistant or counsel any or all of their powers (including discretionary powers, except that the power to join in amending, altering, adding to, terminating or changing this Declaration of Trust and the trust hereby created shall not be delegated) all for such times and purposes as they shall deem proper. Without hereby limiting the generality of the foregoing, the Trustees shall at least as often as annually designate from their number a Chairman, a Treasurer, a Secretary, and such other offices of the Board of Trustees 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;

(xvi) To enter into joint operating agreements or to make further trust arrangements with the organizations of unit owners of one or more condominiums other than the Condominium which are situated geographically near the Condominium premises

for the purpose of efficient administration and/or management of the common areas and facilities and of any of the other duties, obligations, rights and powers of the Trustees hereunder; and

(xvii) Generally, in all matters not herein otherwise specified, to control, 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 any instruments, which by their performance thereof shall be shown to be in their judgment for the best interest of the Unit Owners; and the Trustees shall by the exercise and fulfillment of the powers and provisions set forth in this Article V provide for the necessary work of maintenance, repair and replacement of the common areas and facilities and payments therefor.

Section 2. Common Expenses, Profits and Funds

A. The Unit Owners shall be liable for common expenses and entitled to common profits of the Condominium in proportion to their respective percentages of beneficial interest as set forth in Article IV hereof. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees may, to such extent as they deem advisable, set aside common funds of the Condominium as reserve or contingent funds, and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or, subject to provisions of the following Section 4, for repair, rebuilding or restoration of the trust property or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.

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

payable and take effect as aforesaid. The Board of Trustees may in its discretion provide for payments of statements in monthly or other installments. The amount of each such statement, together with interest thereon, if not paid when due, at a rate equal to the First National Bank of Boston prime rate, shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to provisions of Section 6 of said Chapter 183A. The Trustees shall enforce collection of all such assessments by all lawful means, and shall have the right to collect, and each Unit Owner who has not paid any such assessment as and when due shall be liable to pay to the Trustees, all costs and expenses incurred by the Trustees in enforcing such collection and in addition thereto such lawful fines and penalties as the Trustees may determine by rules and regulations promulgated pursuant hereto.

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

Section 3. Insurance

A. The Trustees shall obtain and maintain, to the extent available, master policies of casualty and physical damage insurance for the benefit and protection of the Trustees and all of the Unit Owners, naming as the named insureds, and with loss proceeds payable to, the Trustees hereunder, or one or more of the Trustees hereunder designated by them, as Insurance Trustees for all of the Unit Owners collectively of the Condominium and their respective mortgagees, as their interests may appear pursuant to such standard condominium property endorsement form as may from time to time be customarily used in Massachusetts, such insurance to cover the buildings and all other insurable improvements forming part of the common areas and facilities, including the heating equipment and other service machinery, apparatus, equipment and installations comprised in the common areas and facilities, and also all such portions and elements of the Units as are for insurance purposes normally deemed to constitute part of the building and customarily covered by such insurance; but not including (a) the furniture, furnishings or other personal property of the Unit Owners, or (b) improvements within a Unit made by the Owners thereof subsequently to the first sale of such Unit by the Declarant of said Master Deed, as to which it shall be the separate responsibility of the Unit Owners to insure. Such insurance shall insofar as practicable be maintained in an amount equal to not less than the full replacement value (exclusive of foundations), as determined by the Trustees (who shall review such value at least as often as annually), of the insured property, and shall insure against (a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement and (b) such other hazards or risks as the

Trustees from time to time in their discretion shall determine to be appropriate, including, but not limited to, vandalism, malicious mischief, windstorm and water damage, and boiler and machinery explosion or damage. Such insurance may provide for a reasonable deductible amount from the coverage thereof, as determined by the Trustees in their discretion, and in the event of any loss affecting the common areas and facilities, such deductible amount may be assessed to the Unit Owners as a special assessment of common expenses hereunder, subject always to provisions of the last sentence of paragraph A of the following Section 4 hereof.

B. All policies of casualty or physical damage insurance shall, insofar as practicable provide (a) that such policies may not be cancelled, terminated or substantially modified as to amount of coverage or risks covered without at least twenty (20) days written notice to the insureds, (b) that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such election may not be exercisable without the approval of the Trustees and may not be exercisable if in conflict with the terms of said Chapter 183A, this Trust or these By-Laws, (c) for waiver of subrogation as to any claims (except claims involving arson or fraud) against the Trust, the Trustees, the manager, agents, employees, the Unit Owners and their respective employees, agents and guests, (d) for waivers of any defense based upon the conduct of any insured, and (e) in substance and effect that the insurer shall not be entitled to contribution as against any casualty insurance which may be purchased separately by Unit Owners.

C. The Trustee or Trustees hereunder designated as Insurance Trustee or Trustees as aforesaid, shall collect and receive all casualty loss insurance process and shall hold, use, apply and disburse the same in accordance with applicable provisions of the following Section 4 of this Article V. With respect to losses which affect portions or elements covered by such insurance of a Unit, or of more than one Unit to substantially the same or to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Trustees in a fair and equitable manner, subject always to provisions of the last sentence of paragraph A of the following Section 4 hereof.

D. The Trustees also shall so obtain and maintain, to the extent available, master policies of insurance with respect to the common areas and facilities, for the benefit and protection of the Trustees and all of the Unit Owners, for (a) comprehensive public liability, (b) workmen's compensation and employees liability with respect to any manager, agent or employee of the Trust, but excluding any independent agent or manager, and (c) such other risks as the Trustees in their

discretion deem it appropriate to insure. All such insurance shall be in such amounts and forms as the Trustees shall, in their discretion, deem appropriate and shall, insofar as practicable, contain provisions as above set forth with respect to non-cancellation, waiver of subrogation, waiver of defense based on conduct of any insured, and non-contribution.

E. The cost of all such insurance obtained and maintained by the Trustees pursuant to provisions of this Section shall be a common expense; provided, however, that if the Trustees shall determine in their reasonable discretion that the cost of any such insurance has been increased because of any addition or improvement within any Unit or Units, then the amount of such increased cost shall be separately assessed to and paid by the Owner or Owners of such Unit or Units.

Section 4. Rebuilding and Restoration, Improvements

A. In the event of any casualty loss to the common areas and facilities, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten percent of the value of the Condominium immediately prior to the casualty, and shall notify all Unit Owners of such determination. If such loss as so determined does not exceed ten percent of such value, the Trustees shall proceed with the necessary repairs, rebuilding or restoration in the manner provided in paragraph (a) of Section 17 of said Chapter 183A. If such loss as so determined does exceed ten percent of such value, the Trustees shall forthwith submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) by the Unit Owners authorizing the Trustees to proceed with the necessary repair, rebuilding or restoration, and (b) a copy of the provisions of said Section 17; and the Trustees shall thereafter proceed in accordance with, and take such further action as they may in their discretion deem advisable in order to implement the provisions of paragraph (b) of said Section 17. In the event of any casualty loss affecting in part common areas and facilities and in part a Unit or Units or portions thereof, or affecting only a Unit or Units or portions thereof the Owner or Owners of the affected Units shall be separately responsible for all repair, rebuilding and restoration of their Units (including leath, plaster and all interior finishing materials within such Unit as defined in the Master Deed); provided that (a) proceeds of insurance in excess of deductible amounts and in excess of costs of repair, rebuilding and restoration of common areas and facilities shall be used applied and disbursed by the Trustees as provided in Paragraph C of the foregoing Section 3 hereof and (b) all work of repair, rebuilding and restoration of Units by Unit Owners shall be subject to the approval and control of the Trustees.

B. 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, the Trustees shall submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) specifying the 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 said Chapter 183A, upon (a) the receipt by the Trustees of such agreement signed by Unit Owners holding seventy-five percent or more of the beneficial interest or (b) the expiration of ninety days after such agreement was first submitted to the Unit Owners, whichever of said (a) and (b) shall first occur, the Trustees shall notify all Unit Owners of the aggregate percentage of beneficial interest held by Unit Owners who have signed such agreement. If such percentage exceeds fifty percent, the Trustees shall proceed to make the improvement or improvements specified in such agreement, with all costs to be borne as provided by Chapter 183A.

C. If and whenever any Unit Owners shall propose to make an improvement to or affecting the common areas and facilities of the Condominium at such Unit Owner's own expenses, and the Trustees determine in their reasonable discretion that such improvements would be consistent and compatible with the provisions and intent of the Master Deed, the Trustees may, but shall not be obliged to, authorize such improvement to be made at the sole expense of the Unit Owner proposing the same, without the consent or approval of other Unit Owners, subject to such contractual undertakings of the Unit Owner proposing such improvement as the Trustees in their reasonable discretion deem to be necessary to desirable in the circumstances.

D. Notwithstanding anything in the preceding Paragraphs A and B contained, (a) in the event that any Unit Owner or Owners shall by notice in writing to the Board of Trustees dissent from any determination of the Trustees with respect to the value of the Condominium or any other determination or action of the Trustees under this Section 4, and such dispute shall not be resolved within thirty days after such notice, then either the Board of Trustees or the dissenting Unit Owner or Owners may submit the matter to arbitration, and for that purpose one arbitrator shall be designated by the Board of Trustees, one by the dissenting Unit Owners or Owners and a third by the two arbitrators so designated and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association, and (b) the Trustees shall not in any event be obliged to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the estimate of the Trustees of all costs thereof.

Section 5. Special Common Facilities

A. The Board of Trustees at reasonable times and in accordance with rules and regulations from time to time adopted by the Trustees may close any recreational facilities which are part of the Condominium to common use of the Unit Owners and temporarily allocate the use thereof to the Board of Trustees or, upon application therefor, to any Unit Owner or Owners, for their exclusive use for meetings, social and other functions and other purposes consistent with the comfort and convenience of the Unit Owners and their enjoyment of the amenities of the Condominium, and upon payment of charges therefor from time to time established, which charges shall be in addition to common expenses and shall, upon receipt by the Trustees, constitute common funds.

B. The Board of Trustees in accordance with rules and regulations from time to time adopted by the Trustees may provide for the use of any parking spaces, and such use so provided may be for guest parking or for exclusive use by individual Unit Owners upon payment of charges therefor from time to time established, which charges shall be in addition to common expenses and shall, upon receipt by the Trustees, constitute common funds.

Section 6. Rules, Regulations, Restrictions and Requirements

The Board of Trustees may at any time and from time to time adopt, amend and rescind administrative rules and regulations governing the details of 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 provisions of the Master Deed and are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the common area and facilities.

Section 7. First Refusal

The right of first refusal with respect to sales of Units set forth in the Master Deed shall be exercised by the Board of Trustees once the same is vested in them as provided in the Master Deed. In the event that the Trustees shall elect to purchase (or lease) a Unit pursuant to said provisions of the Master Deed, the purchase price (or rents) and the costs thereof shall constitute common expenses and the Trustees may expend common funds therefor.

Section 8. Meetings

A. The Board of Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting

shall elect the Chairman, Treasurer and Secretary hereinbefore provided for. Other meetings may be called by the Chairman and in such other manner as the Trustees may establish; provided, however, that written notice of each meeting stating the place, day and hour thereof shall be given at least four days before such meeting to each member of the Board of Trustees. One half of the number of Trustees shall constitute a quorum at all meetings, and such meetings shall be conducted in accordance with such rules the Board of Trustees may adopt.

B. There shall be an annual meeting of the Unit Owners on the third Tuesday of November in each year at 10:00 A.M. at the Condominium premises or at such other reasonable place and time (not more than forty days before or thirty days after said date) as may be designated by the Board of Trustees given to the Unit Owners at least fourteen days prior to the date so designated. Special meetings of the Unit Owners may be called at any time by the Board of Trustees and shall be called by them upon the written request of Unit Owners entitled to more than thirty-three percent of the beneficial interest hereunder. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Board of Trustees to the Unit Owners at least fourteen days prior to the date so designated. At the annual meeting of the Unit Owners, the Board of Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Board of Trustees proposes to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter.

Section 9. Notices to Unit Owners

Every notice to any Unit Owner required under the provisions hereof, or which may be deemed by the Trustees necessary or desirable in connection with the execution of trust created hereby or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such Unit Owner by leaving such notice with him at his residence in the Condominium or by mailing it, postage prepaid and addressed to such Unit Owner at his address as it appears upon the records of the Trustees, at least seven days prior to the date fixed for the happening of the matter, thing or event of which such notice is given.

Section 10. Inspection of Books; Reports to Unit Owners

Books, accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees and the Unit Owners at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or

oftener if convenient to them, submit to the Unit Owners a report of the operations of the Trustees for such year which shall include financial statements in such summary form and only in 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 six (6) months of the date of the receipt by him shall be deemed to have assented thereto.

Section 11. 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 any person or persons to whom such power may at time or from time to time be delegated by not less than a majority of the Trustees.

Section 12. Seal

The seal of the Trustees shall be circular in form, bearing the inscription - Mansfield Woods Condominium Trust - 1987 but such seal may be altered by the Trustees at pleasure, and the Trustees may, at any time or from time to time, at their option adopt a common or wafer seal which shall be valid for all purposes.

Section 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.

ARTICLE VI - Rights and Obligations of Third Parties Dealing with the Trustees

Section 1. Reliance on Acts of Trustees

No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in said Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees hereunder or be affected by any notice, implied or actual, otherwise than by a certificate thereof duly recorded with said Registry of Deeds, and such record or certificate shall be conclusive evidence of the personnel of said 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 or more of them shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser,

mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees or any one or more of them purporting to be done in pursuance of any of the provisions of powers herein contained, or as to the regularity of the resignation or appointment of any Trustee, and any instrument of appointment of a new Trustee or resignation of an old Trustee purporting to be executed by the Trustees, Unit Owners or other persons herein required to execute the same shall be conclusive evidence in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation or appointment or the occasion thereof.

Section 2. No Recourse

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 proceeding, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees, shall look only to the trust property for payment under such contract or claim, or for the payment of any debt, damage, judgment or decrees, 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 under provisions of said Chapter 183A.

Section 3. All Instruments Subject to Trust

Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether written or oral, made, issued or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express reference shall have been made to this instrument.

Section 4. Trustee's Certificates

This Declaration of Trust and any amendments hereto and any certificate or paper signed by said Trustees or any one of them

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

ARTICLE VII - Amendments and Termination

Section 1. Amendment

The Trustees, with the consent in writing of Unit Owners entitled to not less than seventy-five percent (75%) of the beneficial interest hereunder, may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent; the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change (a) according to the purport of which the percentage of the beneficial interest hereunder of any Unit Owner would be altered or in any manner or to any extent whatsoever modified or affected, so as to be different than the percentage of the individual interest of such Unit Owner in the common areas and facilities as set forth in the Master Deed, or (b) which would render this trust contrary to or inconsistent with any requirements or provisions of said Chapter 183A, shall be valid or effective. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with said 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 the Trustees, setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners herein required to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and 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 contained shall be construed as making obligatory upon the Trustees to amend, alter, add to or change the Declaration of Trust upon obtaining the necessary consent as hereinbefore provided.

Section 2. Termination

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

Section 3. Distribution Upon Termination

Upon the termination of this trust, the Trustees may, subject to and in accordance with provisions of said Chapter 183A, sell and convert into money the whole of the trust property, or any part of parts thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations 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 percentages of beneficial interest hereunder. And in making any sale under this provision the Trustees shall have the power to sell or vary any contract of sale and to resell without being answerable for loss and, for said purposes, to do all things, including the execution and delivery of instruments, as may by 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.

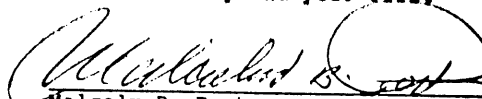
ARTICLE VIII - FHLMC and FNMA Provisions

This Declaration of Trust is subject to Section 12 of the Master Deed and the provisions thereof shall govern and be applicable and shall supercede any inconsistent provisions elsewhere in this Declaration of Trust contained, insofar and for so long as such provisions are in force pursuant to the terms of said Section 12.

ARTICLE IX - Construction and Interpretation

In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and singular, words denoting males, include females and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trust and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. Any cover, title, headings of different parts hereof, table of contents or marginal notes, if any, are inserted only for the convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the law of the Commonwealth of Massachusetts.

Witness our hands and seals as of the day and year first above written.


Malcolm B. Post


Bara S. Post


Shirley B. Coleman

As Trustees of Mansfield Woods
Condominium Trust, and not
individually

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

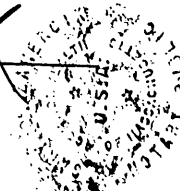
June 29, 1987

Then personally appeared the above-named Malcolm B. Post, and acknowledged the foregoing instrument to be his free act and deed, before me.

GARY D. ZANERCIK, NOTARY PUBLIC
MY COMMISSION EXPIRES
MARCH 14, 1991

Gary D. Zanerick
Notary Public

My commission expires:



THE COMMONWEALTH OF MASSACHUSETTS

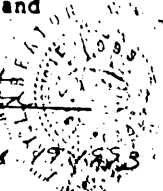
Norfolk, ss.

June 29, 1987

Then personally appeared the above-named Bara S. Post, and acknowledged the foregoing instrument to be her free act and deed, before me.

Mary L. Beaton
Notary Public

My commission expires: *Feb 17, 1993*



THE COMMONWEALTH OF MASSACHUSETTS

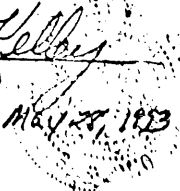
Suffolk, ss.

June 30, 1987

Then personally appeared the above-named Shirley B. Coleman, and acknowledged the foregoing instrument to be her free act and deed, before me.

Barbara A. Kelly
Notary Public

My commission expires: *MAY 27, 1993*



OF USE

MANSFIELD WOODS CONDOMINIUM TRUST

MASTER DEED

MASTER DEED

This MASTER DEED of MANSFIELD WOODS CONDOMINIUM, made this 29th day of June, 1987, Witnesseth That:

Malcolm B. Post, Trustee of Allied Realty Trust and not individually, under declaration of trust dated as of December 10, 1985, recorded with Bristol County Northern District Registry of Deeds in Book 2886, Page 298, of Braintree, Norfolk County, Massachusetts (hereinafter called the Declarant), being the sole owner of certain premises in Mansfield, Bristol County, Massachusetts, hereinafter described, by power conferred by said declaration of trust and every other power, by duly executing and recording this Master Deed, does hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts, and proposes to and hereby does create a condominium to be governed by and subject to the provisions of said Chapter 183A, and to that end the Declarant does hereby declare and provide as follows:

1. Name. The name of the Condominium shall be Mansfield Woods Condominium (hereinafter called the Condominium).

2. Organization of Unit Owners. The trust through which the Unit Owners (hereinafter defined) will manage and regulate the Condominium established hereby is the Mansfield Woods Condominium Trust (hereinafter called the Condominium Trust) under declaration of trust (hereinafter called, including the By-Laws thereof, the Declaration of Trust) of even date and record herewith. The Declaration of Trust establishes a membership organization of which all Unit Owners shall be members and in which said 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 hereunder. The present trustees of the Condominium Trust are Malcolm B. Post of Braintree, Norfolk County, Massachusetts, Bara S. Post of said Braintree, and Shirley B. Coleman of West Roxbury, Suffolk County, Massachusetts.

The board of trustees of the Condominium Trust (hereinafter called the Board of Trustees) has enacted By-Laws, which are set forth in the Declaration of Trust pursuant to and in accordance with provisions of said Chapter 183A.

3. Premises. The premises which constitute the Condominium comprise the land, together with the two buildings and other improvements thereon, situated at and now numbered 17 and 19 Erick Road, Mansfield, Bristol County, Massachusetts, shown as Lot 7 on Sheet 1 of the Mansfield Woods Condominium Plans (hereinafter called the Condominium Plans) recorded herewith, more particularly described in, and subject to and together with the benefit of the matters referred to in, Exhibit A hereto annexed and made a part hereof.

4. Buildings. The two buildings comprised in the Condominium (designated for convenience Building A and Building B) are known as and numbered 17 Erick Road and 19 Erick Road, respectively. Each building has three stories including a ground, first and second floor level and is constructed principally of poured concrete foundation, wood frame structure, stucco, brick and wood exterior, drywall and plaster interior surfaces, concrete floors and shingle roofs. The locations of Building A and Building B and of the existing access ways are shown on Sheet 1 of the Condominium Plans.

5. Units. Each of Building A and Building B contains thirty-four (34) residential units (hereinafter, called a Unit or collectively the Units), for a total of sixty-eight (68) Units in the Condominium. The Units and the numbers, locations, approximate floor areas, number of rooms, immediately accessible common areas, and other descriptive specifications thereof are as shown on Sheets 1 through 7 of the Condominium Plans and as set forth in Exhibit B hereto annexed and made a part hereof. The Units and their appurtenances are described as hereinafter set forth. The Unit area figures in said Exhibit B do not include the appurtenant open balcony areas, if any. Each Unit in the Condominium shall be entitled to an undivided interest in the common areas and facilities in the percentage specified in said Exhibit B. The percentage to which each Unit is entitled set forth in Exhibit B has been determined according to the approximate relation that the fair value of the Unit bears to the aggregate fair value of all of the Units, as required by said Chapter 183A. Some of the percentages for Units of the same type vary since a Unit's value is in part determined by its floor and location in the Buildings.

There are four Types of Units in the Condominium, to wit:

- (1) One Bedroom ("Type 1");
- (2) One Bedroom with Balcony ("Type 1-BAL");
- (3) Two Bedroom ("Type 2"); and
- (4) Two Bedroom with Balcony ("Type 2-BAL"), all as hereinafter defined and described.

Each Type 1 Unit is laid out on one level and contains and includes a living room, dining room, kitchen, one bedroom and bathroom. Units 3A, 4A, 5A, 19A, 25A, 3B, 4B, 5B, 19B and 25B are Type 1 Units.

Each Type 1-BAL Unit is laid out the same as the Type 1 Unit, except it also has an attached balcony. Units 10A, 11A, 12A, 14A, 19A, 20A, 21A, 22A, 28A, 29A, 32A, 33A, 10B, 11B,

12B, 14B, 19B, 20B, 21B, 22B, 28B, 29B, 32B and 33B are Type 1-BAL Units.

Each Type 2 Unit is laid out on one level and contains and includes a living room, dining room, kitchen, two bedrooms and bathroom. Units 1A, 2A, 6A, 7A, 15A, 23A, 26A, 27A, 30A, 34A, 1B, 2B, 6B, 7B, 15B, 23B, 26B, 27B, 30B and 34B are Type 2 Units.

Each Type 2-BAL Unit is laid out the same as the Type 2 Unit, except it also has an attached balcony. Units 8A, 9A, 16A, 17A, 18A, 24A, 31A, 35A, 8B, 9B, 16B, 17B, 18B, 24B, 31B and 35B are Type 2-BAL Units.

There are no Units 13A or 13B in the Condominium.

Each Unit also contains closets, hallways, entrances and heating and air conditioning equipment and facilities.

Each Unit shall have appurtenant thereto the exclusive rights and easements, exercisable subject to and in accordance with the provisions and requirements of Section 8 and 9 of this Master Deed and the provisions of the Declaration of Trust and the rules and regulations promulgated pursuant thereto, to use (a) any balcony connected to such Unit, and (b) one storage locker in one of the storage rooms on the ground floor level of the building in which such Unit is located, to be assigned pursuant to the provisions of the Declaration of Trust and the rules and regulations promulgated pursuant thereto. Said exclusive facilities shall be maintained and repaired as necessary by the Board of Trustees in accordance with provisions of the Declaration of Trust, but the ordinary care and cleaning of said balconies and storage lockers shall be provided by the respective owners of the Units (herein called a Unit Owner or collectively the Unit Owners) to which the same are appurtenant at their own sole and separate expense and risk, it being provided that (i) all such care and cleaning shall be done and conducted in accordance with the provisions and restrictions herein set forth and with rules and regulations promulgated with respect thereto by the Board of Trustees, and (ii) if any Unit Owner shall fail or neglect so to care for and clean any such facility in a proper manner, the Board of Trustees may do so and charge such Unit Owner for the costs thereof for which such Unit Owner shall be liable in addition to his share of the common expenses.

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

- A. Floors: The plane of the upper surface of the concrete slab floor in all lower level Units, or in any Units with sub-flooring, the plane of the upper surface of the sub-flooring.

- B. **Ceilings:** The plane of the lower surface of the structural ceiling facing such Unit, including any exposed wood beams.
- C. **Interior Building Walls Between Units:** The plane of the structural surface facing such Unit.
- D. **Exterior Building Walls:** The plane of the interior structural surface facing such Unit.
- E. **Doors and Windows:** As to exterior doors, the exterior surface thereof, such doors, as well as all interior doors, being entirely part of the Unit; and as to windows, the exterior surface of the glass and the interior surface of the window frames.

6. **Common Areas.** The common areas and facilities of the Condominium comprise and consist of (a) the land described in said Exhibit A, together with the benefit of and subject to any rights and easements referred to therein; (b) the foundations, structural columns, girders, beams, supports, exterior walls, including windows (except as included in any Unit) and window frames, interior structural walls and walls between Units and between Units and common areas, and the roofs of the buildings, including any skylights therein; (c) all conduits, ducts, pipes, plumbing, wiring, chimneys, flues, and other facilities for the furnishing of utilities and services which are contained in portions of any building contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained, and the right to use all such facilities which are situated on the premises and are leased to or otherwise subject to the use and disposition of the Declarant or the Condominium Trust (d) any yards, lawns, driveways, alleys, parking areas, plants, paths and walkways on said land and the improvements thereon and thereof; (e) any balconies adjacent to any Units (subject to the exclusive rights and easements appurtenant to said Units as hereinbefore set forth); (f) any recreational facilities on said land and the walkways thereof; (g) any floor areas located outside the Units and the facilities thereof, including any utility rooms, mechanical rooms, trash rooms, laundry rooms, activities rooms, driveway ramps, parking or garage spaces, lobby and storage rooms (subject to the exclusive rights and easements appurtenant to said Units as hereinabove set forth), foyers, vestibules, mailboxes, stairhalls, stairways, stairs and platforms outside of the Units; (h) any common hallways on each floor; and (i) all other elements and features of the Condominium property, however designated or described, excepting only the Units themselves as herein defined and described.

Said common areas and facilities shall be subject to the provisions of the Declaration of Trust, and to rules and regulations promulgated pursuant thereto with respect to the use and maintenance thereof.

In addition to and not in limitation of the rights of Unit Owners as elsewhere herein set forth and as provided in said Chapter 183A, each Unit Owner shall have, as appurtenant to his Unit, the rights and easements, in common with all other Unit Owners, and subject to like rights and easements appurtenant to such other Units, to use the common areas and facilities, including without limiting the generality, driveways, walks, parking areas, paths, recreational facilities, rooms not included in the Units, conduits, ducts, pipes, plumbing, wiring, chimneys, flues, and other facilities for the furnishing of utilities and services, subject always, however, to (i) the exclusive rights and easements herein granted to particular Units in certain facilities, (ii) the restrictions and other provisions herein set forth, and (iii) rules and regulations promulgated by the Board of Trustees.

The Board of Trustees shall have, and are hereby granted, the right of access at all reasonable times to each Unit for purposes of operation, inspection, protection, maintenance, repair and replacement of common areas and facilities, and correction, termination and removal of acts or things which interfere with the common areas and facilities or are otherwise contrary to or in violation of provisions hereof; and the Board of Trustees may, for such purpose, require each Unit Owner to deposit a key to each Unit with the Board of Trustees.

The Board of Trustees shall have, and are hereby granted, the exclusive right to maintain, repair, replace, add to and alter the roadways, paths, walks, parking areas, recreational facilities, rooms not included in the Units, utility and service lines and facilities, lawns, trees, plants and other landscaping comprised in the common areas and facilities, and to make excavations for said purposes; and no Unit Owner shall do any of the foregoing without the prior written permission of the Board of Trustees in each instance.

The Board of Trustees shall have, and are hereby granted, the right and power (but shall have no obligation) to execute, acknowledge and deliver instruments granting utility easements, licenses and permits to utility companies (including without limitation cable television companies) for service to the Condominium property and the Units or for service to adjoining properties in, on and over any portion of the common areas and facilities of the Condominium at any time and from time to time. In furtherance of the foregoing, a power coupled with an interest is hereby granted to the Board of Trustees to execute, acknowledge and deliver any such instrument. Each deed,

mortgage, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant to, acknowledgment of and consent to the aforesaid grant of power.

If any portion of the common areas and facilities encroaches upon any Unit or any Unit encroaches upon any other Unit or upon any portion of the common areas and facilities as a result of settling or shifting of any building, an easement for the encroachment and for the maintenance of the same so long as the subject building stands, shall exist. If any building, any Unit, any adjoining Unit, or any adjoining part of the common areas and facilities shall be partially or totally destroyed as a result of fire or other casualty or as a result of eminent domain proceedings, and then rebuilt, encroachments of parts of the common areas and facilities upon any Unit or of any Unit upon any other Unit or upon any portion of the common areas and facilities, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the subject building shall stand.

7. Plans. The Condominium Plans of Building A and Building B, being the buildings comprised in the Condominium, and the Units therein, showing the layout, location, unit numbers and dimensions of the Units, and bearing the verified statement of a registered professional engineer, surveyor or architect that said Plans fully and accurately depict the same, as built, are incorporated herein and are to be recorded herewith. Said Plans consist of 7 sheets, as follows:

Sheet 1	Site Plan - 17 and 19 Erick Road
Sheet 2	Ground Floor Plan - 17 Erick Road (Building A)
Sheet 3	First Floor Plan - 17 Erick Road (Building A)
Sheet 4	Second Floor Plan - 17 Erick Road (Building A)
Sheet 5	Ground Floor Plan - 19 Erick Road (Building B)
Sheet 6	First Floor Plan - 19 Erick Road (Building B)
Sheet 7	Second Floor Plan - 19 Erick Road (Building B)

8. Use. The purposes for which any building, the Units and other facilities in the Condominium are intended to be used are as follows:

A. Each of the Units is intended to be used solely for single family residence purposes, subject to the restrictions set forth in the following Section 9; provided, however, that such Units may be used (a) by the Declarant for other purposes temporarily pursuant to provisions of, and subject to the limitations set forth in, the following paragraph C and (b) for such other purposes as shall be approved in writing by the Board of Trustees.

B. The parking areas included in the common areas and facilities are intended to be used for the parking of private passenger cars of occupants of Units in the Condominium, and not for trucks or other vehicles or items except with the prior written permission of the Board of Trustees.

C. As provided in the foregoing paragraph A and notwithstanding provisions of the following Section 9, the Declarant may (i) let or lease Units which are owned by it, and (ii) use any Units owned or leased by it as models for display, as offices, and/or as storage areas, for purposes of refurbishing, sale or leasing of Units.

D. Any and all recreational facilities included as such by the Declarant in the Condominium are and shall be common facilities intended to be used for the private recreation and enjoyment of the occupants of the Units and their families and guests, subject to provisions of the Declaration of Trust and to rules and regulations promulgated pursuant thereto, and subject to the provisions of Section 9 of this Master Deed; provided, however, (a) that any of said facilities may be used by the Declarant hereof for office and meeting purposes and for purposes of sale or leasing of Units, and (b) that any of said facilities may be used for such other purposes as shall be approved in writing by the Board of Trustees.

9: Restrictions. All Units and the common areas and facilities of the Condominium shall be subject to the restrictions that, unless otherwise permitted by instrument in writing duly executed by the Board of Trustees, pursuant to provisions of the Declaration of Trust (a) no Unit shall be used for any purpose other than as a dwelling for one family, (b) no business activities of any nature shall be conducted in any Unit, except (1) as provided in paragraph C of Section 8 hereof, and (2) that a person residing in any Unit may maintain therein an office for his or her personal professional use, but no employees or persons other than a resident of such Unit shall engage therein in any such activities and no such office shall be advertised, held out or used as a place for service to clients or patients, (c) no Unit shall be rented, let, leased or licensed for use or occupancy by other than the Unit Owners thereof (1) for any period of less than six months or for more than one period in each year or for less than the entire Unit, without the prior written approval of the Board of Trustees, or (2) except to persons who have first been approved in writing by the Board of Trustees, provided, however that such right of approval shall not be exercised so as to restrict use or occupancy of any Unit because of race, creed, sex, color or national origin, nor otherwise unreasonably withheld, nor delayed by more than fifteen days, and any such lease to be approved by the Board of Trustees shall specifically provide that the lease shall be subject in all respects to the

provisions of this Master Deed, the Declaration of Trust, and the rules and regulations promulgated pursuant thereto, provided, further, however, that the restrictions in this clause (c) shall not apply to any institutional first mortgage lender in possession of any Unit following a default by a Unit Owner in his mortgage or holding title to a Unit by virtue of a mortgage foreclosure proceeding or deed or other agreement in lieu of foreclosure, (d) dogs, cats or other pet animals or birds shall not be kept in any Unit in such number or of such type as to be noisome or offensive to occupants of other Units, as determined by the Board of Trustees in its sole and unrestricted discretion, and shall be suitably leashed or caged whenever they are on the Condominium premises outside the interior of any Unit, and the Board of Trustees shall have the right to require the owner of any animal to clean up after it and repair any damage caused by it, and to remove or require the removal from the Condominium premises of any animal which is in the Board of Trustees' sole and unrestricted discretion, so noisome or offensive, (e) no noises, sounds or music of excessive volume or offensive character and no boisterous or otherwise offensive conduct, all as determined by the Board of Trustees in its sole and unrestricted discretion, shall be permitted on the Condominium premises, (f) the architectural integrity of the buildings and the Units shall be preserved without modification, and to that end, without limiting the generality, no 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 any Unit or any part thereof, no addition to or change or replacement of any exterior light, door knocker or other exterior hardware shall be made, and no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window, nor shall any curtains or draperies which are visible from the outside, be installed or maintained unless they are white or lined with white material, (g) all maintenance and use by Unit Owners of all facilities shall be done so as to preserve the appearance and character of the same and of the grounds and buildings without modification, (h) wood or coal stoves or similar devices shall be permitted only in accordance with applicable law and fire regulations and only upon the prior written approval of the Board of Trustees, who shall as a condition of any such approval require (1) compliance with rules and regulations promulgated by it as to the installation, use, maintenance, repair and cleaning of any such device and the storage and handling of wood, coal or other fuels therefor, and (2) the right of the Board of Trustees to enter any Unit in which such a device is installed and to correct any non-compliance with such rules and regulations, all at the sole expense and risk of the Unit Owner of such Unit, and (i) all use and maintenance of Units shall be conducted in a manner consistent with the comfort and convenience of the

occupants of other Units and in accordance with provisions with respect thereto from time to time promulgated by the Board of Trustees.

Said restrictions shall be (i) for the benefit of all Unit Owners and the Board of Trustees, as the persons in charge of the common areas and facilities, (ii) shall be enforceable by the Board of Trustees, and (iii), insofar as permitted by law, perpetual; and to that end, said restrictions may be extended by the Board of Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. The Board of Trustees shall enforce said restrictions by all lawful means, and shall have the right to collect, and each Unit Owner responsible for any breach of any such restriction shall be liable to pay to the Board of Trustees, all costs and expenses incurred by it in enforcing such restrictions and such lawful fines and penalties as the Board of Trustees may determine by rules and regulations promulgated pursuant hereto. The Board of Trustees shall have the right to withdraw and terminate permission and approvals given pursuant to provisions of this Section or other provisions of this Master Deed, and the failure of the Board of Trustees to enforce any of the provisions of this Master Deed in any one or more instances shall not constitute a waiver or preclude the enforcement in any other instance. No Unit Owner shall be liable for any breach of the provisions of this Section except as occur during his or her ownership of a Unit.

10. Amendments. This Master Deed may be amended by an instrument in writing (a) signed by Unit Owners entitled to seventy-five (75) percent or more of the undivided interests in the common areas and facilities, and (b) signed and acknowledged by a majority of the Board of Trustees, and (c) duly recorded with the Registry of Deeds in which the Condominium is located; PROVIDED, HOWEVER, that:

A. The date on which any such instrument 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 Unit Owner of the Unit so altered;

C. No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument is therein designated as an amended master deed;

D. No instrument of amendment which requires the consent of a Unit Owner to become effective and which affects the Unit in a manner which impairs the security of a first mortgage of record thereon held by a bank or insurance company shall be of any force or effect unless the same has been assented to by such holder; and

E. No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A shall be of any force or effect.

11. First Refusal. Subject to the provisions of Section 12 hereof, the Declarant shall have a right of first refusal with respect to all sales of Units, and to that end no Unit Owner, other than the Declarant, shall sell or convey a Unit in the Condominium to any person other than a spouse, child, grandchild, father, mother, brother or sister of said Unit Owner unless (1) said Unit Owner has received a bona fide offer to purchase the Unit and has given the Declarant written notice stating the name and address of the offeror and the terms and conditions of said offer and the encumbrances subject to which the Unit is to be conveyed, and containing an offer by said Unit Owner to sell said Unit to the Declarant on the same terms and conditions as said bona fide offer, and (2) the Declarant shall not within thirty (30) days after the giving of such notice have given said Unit Owner written notice of the election of the Declarant to purchase said Unit in accordance with said offer. In the event that the Declarant shall so elect to purchase, the deed shall be delivered and the consideration paid at said Registry of Deeds at 11:00 o'clock a.m. on the thirtieth day after the date of the giving of such notice of election to purchase. In the event that the Declarant shall not so elect to purchase, then (a) said Unit Owner shall be free thereafter to sell and convey said Unit to the offeror named in said Unit Owner's notice at a price not lower than that specified therein, but said Unit owner shall not sell or convey said Unit to any other person or at any lower price without again offering the same to the Declarant and (b) the Declarant shall, within fourteen (14) days after written request therefor from said Unit Owner, execute and deliver to said Unit Owner a written statement in recordable form to the effect that the Declarant has not so elected to purchase or otherwise has waived his rights under this Section with regard to the proposed sale identified in said Unit Owner's notice. The provisions of this Section shall not be construed to apply to bona fide mortgages of any Unit or to sales or other proceedings for the foreclosure thereof. For purposes of this Section, a lease or tenancy or occupancy agreement for a term of two (2) years or more shall be deemed to be a sale, and the Declarant shall have a right of first refusal with respect to any such lease, tenancy or occupancy

exercisable in the manner aforesaid insofar as applicable. The right of first refusal set forth in this Section is in addition to the rights of approval of leases set forth in Section 9 hereof. The right of first refusal hereunder shall not be exercised so as to restrict ownership, use or occupancy of Units because of race, creed, color, sex, or national origin. No Unit Owner shall be liable for any breach of the provisions of this Section except such as occur during his or her ownership thereof. For purposes of this Section 11, any notice given shall be duly given when in writing and mailed by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid, addressed in the case of the Declarant to the Declarant at 10 Forbes Road, West Penthouse, Braintree, Massachusetts 02184, or at such other address as may be specified by notice given by the Declarant to the Board of Trustees, and in the case of a Unit Owner to the Unit Owner at the address of the Unit covered by said offer.

From and after the expiration of three (3) years following the initial conveyance by the Declarant of all of the Units in the Condominium, the aforesaid rights of first refusal shall, without further action by any party, automatically vest in the Board of Trustees and thereupon the aforesaid notice and offer from the Unit Owners shall be given to the Board of Trustees instead of the Declarant and the Board of Trustees shall have all the same rights and obligations the Declarant theretofore had with respect to the purchase of the Unit named therein.

12. FHLMC and FNMA. It is anticipated by the Declarant that mortgages of Units in the Condominium will be offered for sale and sold to the Federal National Mortgage Association, hereinafter called FNMA. Accordingly, in order to conform this Master Deed and the Condominium to FNMA requirements, the following provisions of Subsection B of this Section 12 shall govern and shall be applicable, and shall supercede any inconsistent provisions elsewhere in this Master Deed contained, insofar and for so long as said provisions are required to qualify such mortgages for sale to FNMA. If, in the future, no mortgages of Units in the Condominium are offered for sale, sold to, or held by FNMA, then the Board of Trustees may make and record with the Registry of Deeds in which this Master Deed is recorded an affidavit to such effect, and upon such recording the provisions of Subsection B of this Section 12 shall no longer be of any force or effect.

Although the Declarant does not currently anticipate that mortgages of Units in the Condominium are to be offered for sale or sold to the Federal Home Loan Mortgage Corporation, hereinafter called FHLMC, should such mortgages be offered for sale or sold to FHLMC in the future, then the following provisions of Subsection A of this Section 12 shall govern and

shall be applicable, and shall supercede any inconsistent provisions elsewhere in this Master Deed contained, insofar and for so long as said provisions are required to qualify such mortgages for sale to FHLMC.

A. FHLMC Provisions:

(i) A first mortgagee of any Unit shall, at the request of such mortgagee, be entitled to written notification from the Board of Trustees of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under this Master Deed, the Declaration of Trust, or any other instrument promulgated by the Board of Trustees, which is not cured within sixty (60) days.

(ii) Any and all rights of first refusal contained in this Master Deed shall not be deemed or construed to impair the rights of a first mortgagee of any Unit to (a) foreclose or take title to a Unit pursuant to the remedies provided in the mortgage, or (b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor or (c) sell or lease a Unit acquired by the mortgagee, and any such mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage shall not be liable for, and shall take the property free of any claims for, more than six months of unpaid assessments or charges against the mortgaged Unit which accrue prior to the acquisition of title to the Unit by the mortgagee.

(iii) Unless at least two-thirds (2/3) of (a) the first mortgagees (based upon one vote for each first mortgage owned) or (b) the Unit Owners (other than the Declarant), of Units have given their prior written approval, the Unit Owners and the Board of Trustees shall not be entitled to:

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

b. change the pro rata interest or obligations of any Unit for (1) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each Unit in the common areas and facilities (hereinafter in this Subsection A hereof called the Common Elements);

c. partition or subdivide any Unit;

d. by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer, the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common

Elements by the Board of Trustees shall not be deemed a transfer within the meaning of this clause); or

e. use hazard insurance proceeds for losses to any Condominium property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units and/or Common Elements.

(iv) Condominium common expense assessments shall include an adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

(v) No provision of this Master Deed, the Declaration of Trust, or any other instrument promulgated by the Board of Trustees shall be deemed or construed to give any Unit Owner, or any other party, priority over any rights of first mortgagees of Units pursuant to their mortgages in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

(vi) All taxes, assessments and charges which may become liens prior to the first mortgage under applicable law shall relate only to individual Units and not to the Condominium as a whole.

(vii) Any agreement for professional management of the Condominium, or any other contract providing for services of the Declarant, shall contain provisions which require that in the event, and for so long as, a mortgage on any Unit is held by the FHLMC:

a. the term of employment of such manager or such supplier of services shall end three (3) years from the date that such mortgage was sold to the FHLMC, and

b. the agreement or other contract may be terminated by either party without cause and without payment of a termination fee on ninety (90) days written notice.

B. FNMA Provisions:

(i) The aforesaid Board of Trustees of Mansfield Woods Condominium Trust, being the owners' association of the Condominium ("the Association") shall make available to Unit owners, lenders and to holders, insurers or guarantors of any first mortgage on a Unit, current copies of the Master Deed, the Declaration of Trust, any other rules and regulations of the Condominium and the books, records and financial statements

of the Association. As used herein, "available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

(ii) Unless waived or modified by FNMA, any holder, insurer or guarantor of a first mortgage on a Unit shall upon written request be entitled to an audited financial statement of the Association for the immediately preceeding fiscal year, free of charge to the requesting party, and such financial statement shall be furnished within a reasonable time following such request.

(iii) No contract for professional management shall be entered into by the Association for a period exceeding three (3) years, and any such contract shall be terminable, without cause, and without payment of a termination fee, upon no more than ninety (90) days notice by either party.

(iv) Prior to the passage of control (as hereinafter defined) of the Association from the original Board of Trustees to Unit purchasers as provided in the Declaration of Trust, the Association shall not directly or indirectly bind itself to any contract or lease (including a management contract) unless such contract allows the Association the right to terminate such contract or lease, without cause and without penalty, at any time after such transfer of control, upon not more than ninety (90) days notice to the other party thereto.

(v) Unless modified by FNMA, control of the Association shall be transferred by the Declarant to Unit Owners no later than the earlier of the following events:

- a. four (4) months after seventy-five percent (75%) of the Units have been conveyed to Unit purchasers; or
- b. three (3) years after conveyance of the first Unit.

As used herein, "control" means the right of the Declarant to control the Association, the Condominium or the Unit Owners in any manner other than through votes allocated to Units which the Declarant owns on the same basis as votes pertaining to Units sold by the Declarant to Unit purchasers, but shall not include rights retained by the Declarant in Sections 8, 9, 11, and Subsection C of this Section 12 of this Master Deed.

(vi) Assessments for common charges, in addition to all other rights and remedies provided in this Master Deed and applicable law, shall be the personal obligation of the Unit Owner at the time such assessment is made; provided, however, that such personal obligation shall not pass to successors in title to the Unit unless assumed by such successors or as required by applicable law.

(vii) The Association shall establish and maintain out of regular assessments an adequate reserve fund for periodic maintenance, repair and replacement of improvements to the common areas and facilities. The Association shall also establish a working capital fund for the initial stages of Condominium operation equal to no less than two months' estimated common charges for each Unit. Each Unit's share of such working capital fund shall be paid and transferred to the Association at the time of closing the sale of such Unit from the Declarant and shall be maintained in a segregated account for use and benefit of the Association. The contribution to such working capital fund for each Unit then unsold shall be paid to the Association within 60 days after the day of conveyance of the first Unit. No payments into the working capital fund shall be considered advance payment of regular assessments.

(viii) To the extent permitted by applicable law, any lien in favor of the Association for common expenses or other charges becoming due and payable on or after the date of recording of a first mortgage upon a Unit shall be subordinate to the lien of such mortgage. All fees, late charges, fines or interest which may be levied by the Association in connection with unpaid assessments shall be subordinate to any such mortgage to the extent permitted by law.

(ix) The sale or transfer of a Unit shall not affect any existing lien for common expenses, except that a sale or transfer pursuant to foreclosure of a first mortgage shall extinguish any subordinate lien for assessments which became payable prior to such transfer or sale. The foregoing shall not relieve the Unit purchaser from liability for assessments made after such transfer or sale.

(x) The right of a Unit Owner to sell, transfer or otherwise convey his Unit shall not be subject to any right of first refusal and shall not be otherwise restricted.

(xi) All leases or other occupancy agreements for Units shall be in writing and shall be specifically subject to all requirements of this Master Deed, the Declaration of Trust and any rules and regulations promulgated pursuant thereto. No unit may be leased or rented for a period of less than thirty (30) days.

(xii) The right of a Unit Owner to mortgage his unit shall not be impaired or restricted.

(xiii) Upon the written request to the Association given by a holder, insurer or guarantor of a first mortgage on a Unit which shall identify the name and address of the requesting party and the Unit number, any such requesting party shall be entitled to timely written notice of:

a. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured or guaranteed by such requesting party, as applicable;

b. Any delinquency in the payment of assessments or common charges owed by the owner of a Unit subject to a first mortgage held, insured or guaranteed by such requesting party, which remains uncured for a period of 60 days;

c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

d. Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified below.

(xiv) The legal status of the Condominium as a condominium under M.G.L. Chapter 183A shall not be terminated for any reason other than as a result of destruction, damage or condemnation without the consent of Unit Owners entitled to at least sixty-seven percent (67%) of the interest in the common areas and facilities and the approval of eligible holders holding mortgages on Units having at least sixty-seven percent (67%) of the interest in the common areas and facilities of which Units subject to eligible holder mortgages are entitled.

(xv) Neither this Master Deed nor the Declaration of Trust shall be added to or amended in any material way without the consent of Unit Owners entitled to at least sixty-seven percent (67%) of the interest in the common areas and facilities and the approval of eligible holders holding mortgages on Units having at least fifty-one percent (51%) of the interest in the common areas and facilities of which Units subject to eligible holder mortgages are entitled. A change to any of the following shall be deemed material:

1. Voting rights;
2. Assessments, assessment liens or subordination of such liens;
3. Reserves for maintenance, repair and replacement of the common areas;
4. Insurance or Fidelity Bonds;
5. Rights to use of the common areas;
6. Responsibility for maintenance and repair of the several portions of the Condominium;

7. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
8. Boundaries of any Unit;
9. Reallocation of the interests in the common areas;
10. Convertibility of Units into common areas or common areas into Units;
11. Leasing of Units;
12. Imposition of any restriction on the right of a Unit Owner to sell or transfer his Unit;
13. A decision by the Association to establish self management when professional management had been required previously by eligible mortgage holders;
14. Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than as specified in this Master Deed and the Declaration of Trust;
15. Any action to terminate the legal status of the Condominium as a condominium under M.G.L. Chapter 183A after substantial destruction or condemnation; or
16. Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units.

Any addition or amendment to this Master Deed or the Declaration of Trust shall not be considered material if it is for the purpose of correcting technical errors or for clarification only. Any eligible holder who receives a written request from the Association to approve any non-material additions or amendments to this Master Deed or the Declaration of Trust who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

(xvi) The Association shall maintain in effect casualty and liability insurance and fidelity bond coverages as follows:

1. Hazard Insurance

Required Coverage. The insurance policy must protect against at least loss or damage by fire and all other hazard that are normally covered by the standard extended coverage endorsement, and all other perils customarily

covered for similar types of projects, including those covered by the standard "all risk" endorsement. The policy must meet the requirements described below.

Master (or blanket) policy for condominium projects. The Association must maintain a "master" or "blanket" type of insurance policy, with premiums being paid as a common expense. The policy must cover all of the general and limited common elements that are normally included in coverage. This includes fixtures and building service equipment and common personal property and supplies belonging to the Association.

The policy must also cover fixtures, equipment and other personal property inside individual units if they will be financed by a mortgage that FNMA purchases, whether or not the property is part of the common elements.

Amount of Insurance. Insurance should cover 100% of the current replacement cost of the project facilities, including the individual units in a condominium project. Coverage does not need to include land, foundations, excavations or other items that are usually excluded from insurance coverage.

Unless a higher maximum amount is required by state law, the maximum deductible amount for policies covering condominium projects is the lesser of \$10,000 or 1% of the policy face amount.

Special Endorsements. The following endorsements are required for condominium projects:

- Agreed Amount and Inflation Guard Endorsement, when it can be obtained;

- Construction Code Endorsements, if there is a construction code provision that requires changes to undamaged portions of the buildings even when only part of the project is destroyed by an insured hazard. Typical endorsements include Demolition Cost Endorsements, Contingent Liability from Operation Building Laws Endorsement, and Increased Cost of Construction Endorsement; and

- Steam Boiler Coverage Endorsement, which provides that the insurer's minimum liability per accident at least equals the lesser of \$2 million or the insurable value of the building(s) housing the boiler or machinery.

In addition, the policy for a condominium project should provide that:

- any Insurance Trust Agreement will be recognized;
- the right of subrogation against unit owners will be waived;
- the insurance will not be prejudiced by any acts or omissions of individual Unit Owners that are not under the control of the Association; and
- the policy will be primary, even if a Unit Owner has other insurance that covers the same loss.

These requirements are usually covered by a Special Condominium Endorsement.

Named Insured. Insurance policies for condominium projects should show the following as the named insured:

"Association of the Owners of Mansfield Woods Condominium, for the use and benefit of the individual owners."

If the condominium's constituent documents permit it, the policy can specify an authorized representative of the Association, including its insurance trustee, as the named insured.

The "loss payable" clause should show the Association or the insurance trustee as a trustee for each Unit Owner and the holder of each Unit's mortgage.

The policy must also contain the standard mortgage clause and must name as mortgagee either FNMA or the servicers for the mortgages FNMA holds on Units in the project. When a servicer is named as the mortgagee, its name should be followed by the phrase "its successors and assigns".

Notices of Changes or Cancellation. The insurance policy should require the insurer to notify in writing the Association or insurance trustee and each first mortgage holder named on the mortgage clause at least 10 days before it cancels or substantially changes a condominium project's coverage.

2. Liability Insurance

The Association must maintain a comprehensive general liability insurance policy covering all common areas, public ways and any other areas that are under its supervision. The insurance should also cover commercial

spaces that are owned by the Association, even if they are leased to others. The policy should provide coverage of at least \$1,000,000 for bodily injury and property damage for any single occurrence. FNMA may require more coverage if higher amounts are usually required by mortgage investors in other similar projects in the area.

The liability insurance should provide coverage for:

- bodily injury and property damage that results from the operation, maintenance or use of the project's common areas; and
- any legal liability that results from law suits related to employment contracts in which the Association is a party.

If the policy does not include "severability of interest" in its terms, FNMA requires a specific endorsement to preclude the insurer's denial of a Unit Owner's claim because of negligent acts of the Association or other Unit Owners.

FNMA may also require supplemental coverage to protect against other risks--such as host liquor liability insurance, employer's liability insurance, comprehensive automobile liability insurance and contractual and all-written contract insurance.

The policy must provide for at least 10 days' written notice to the Association before the insurer can cancel or substantially modify it. Similar notice must also be given to each holder of a first mortgage on an individual Unit in the project.

3. Fidelity Bonds

The Association must have blanket fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The Association bonds should name the Association as the obligee and the premiums should be paid as common expense by the Association.

A management agent that handles funds for the Association should be covered by its own fidelity bond, which must provide the same coverage required of the Association. The Association should be named as an additional obligee in the management agent's bond.

The fidelity bond should cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force. In addition, the fidelity bond coverage must at least equal the sum of 3 months' assessments on all Units in the project, plus the Association's reserve funds.

The bonds must include a provision that calls for 10 days' written notice to the Association or insurance trustee before the bond can be cancelled or substantially modified for any reason. This same notice must also be given to each servicer that services a FNMA owned mortgage in the project.


(xvii) Both the Association and any aggrieved Unit Owner shall have a right of action against Unit Owners who fail to comply with the provisions of this Master Deed, the Declaration of Trust or decisions of the Association applicable to them. Any aggrieved Unit Owner shall have a right of action against the Association should it fail to comply with the provisions of this Master Deed or the Declaration of Trust applicable to it.

C. The Declarant reserves the right and power (but shall have no obligation) to record a special amendment to this Master Deed and the Declaration of Trust at any time and from time to time in order to conform the same to requirements of the FHLMC or the FNMA or to induce such agencies to make, purchase, sell, insure, or guarantee first mortgages on Units. In furtherance of the foregoing, a power coupled with an interest is hereby reserved by and granted to the Declarant to vote in favor of, make, or consent to any such special amendment on behalf of each Unit Owner. Each deed, mortgage, or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant to, acknowledgment of and consent to the reservation of, the power of the Declarant to vote in favor of, make, execute and record any such special amendment. The right of the Declarant to act pursuant to rights reserved and granted under this subsection shall terminate when the Declarant no longer owns a Unit.

13. Applicable Law. The Units and the common areas and facilities, and the Unit Owners and the Board of Trustees shall have the benefit of and be subject to the provisions of said Chapter 183A, and in all respects not specified in this Master Deed or in the Declaration of Trust and the By-Laws set forth therein, shall be governed by the provisions of said Chapter 183A in relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to common expenses, funds and profits, with respect to improvement and rebuilding of common areas and facilities, and with respect to removal of the Condominium premises or any portion thereof from the provisions of said Chapter 183A.

14. Definitions and Captions. All terms and expressions herein used which are defined in Section 1 of said Chapter 183A shall have the same meanings herein as set forth in said Section 1. The captions herein are for convenience and reference only and are not intended to define, limit, describe or be part of this Master Deed.

Witness the execution hereof under seal as of the day and year first above written.


 Malcolm B. Post, Trustee of
 Allied Realty Trust
 as aforesaid, and not individually

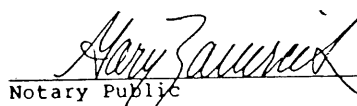
COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

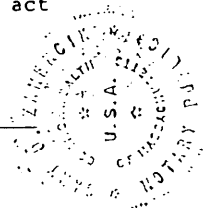
June 29, 1987

Then personally appeared the above-named Malcolm B. Post and acknowledged the foregoing instrument to be his free act and deed as Trustee as aforesaid, before me

GARY D. ZANERCIK, NOTARY PUBLIC
 MY COMMISSION EXPIRES
 MARCH 14, 1991

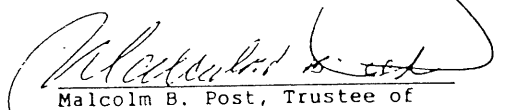

 Notary Public

My commission expires:



And I, Malcolm B. Post, Trustee of Allied Realty Trust as aforesaid, do hereby certify pursuant to Article VI, Section 2 of the declaration of trust creating said Allied Realty Trust, that all of the beneficiaries of said declaration of trust, pursuant to Article IV thereof, have specifically directed me in writing to execute, acknowledge and deliver the within Master Deed; and I do hereby further certify that said declaration of trust has not been modified, amended or terminated, is in full force and effect as of the date hereof, and that I am the sole Trustee thereof.

Witness the execution hereof under seal as of the day and year first above written.


 Malcolm B. Post, Trustee of
 Allied Realty Trust
 as aforesaid, and not individually

BOOK 3480 PAGE 353

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

June 29, 1987

Then personally appeared the above-named Malcolm B. Post
and acknowledged the foregoing instrument to be his free act
and deed as Trustee as aforesaid, before me

Gary J. Zanerick
Notary Public

My commission expires:

GARY J. ZANERICK, NOTARY PUBLIC
MY COMMISSION EXPIRES
MARCH 14, 1991

EXHIBIT A

TO THE MASTER DEED OF MANSFIELD WOODS CONDOMINIUM

DESCRIPTION OF CONDOMINIUM LAND

The land with the buildings thereon situated in Mansfield, Bristol County, Massachusetts shown as Lot 7 on a plan entitled "Elmwood Park Plan of Land in Mansfield, Mass." dated August 3, 1970, by R. C. Southwick & Associates, Inc., Engineers & Surveyors, recorded with Bristol County Northern District Registry of Deeds in Plan Book 123, Pages 53, 54 and 55, bounded and described as follows:

NORTHWESTERLY:	by Bonney Lane, eighty-three and 72/100 (83.72) feet and by the intersection of Bonney Lane and Erick Road on the curving line thereof, thirty-one and 42/100 (31.42) feet;
NORTHERLY	by Erick Road, four hundred twenty-nine and 23/100 (429.23) feet;
NORTHEASTERLY	by Erick Road on the curving line thereof as shown on said plan, ten and 47/100 (10.47) feet;
EASTERLY	by Lot 6 on said plan, four hundred twelve and 18/100 (412.18) feet;
SOUTHWESTERLY:	by land shown on said plan as of George B., Alice M. & Clara Flint & Anna Willard, four hundred sixty-eight and 26/100 (468.26) feet; and again
SOUTHWESTERLY but more WESTERLY:	by Lot 8 on said plan, three hundred thirty-seven and 40/100 (337.40) feet.

Containing 196,072 square feet of land according to said plan.

Said premises are subject to the following, insofar as now in force and applicable:

1. Easement reserved in a deed from Lilia G. Atwood to John R. Barnes et al dated May 12, 1948, recorded with said Registry of Deeds in Book 906, Page 530;

2. Notice of Variance issued by the Board of Appeals of the Town of Mansfield dated April 18, 1973, recorded with said Registry of Deeds in Book 1632, Page 796;

3. Acceptance of a portion of Erick Road as a Town Way and related drainage easement by Order of the Board of Selectmen of the Town of Mansfield dated June 10, 1981, recorded with said Registry of Deeds in Book 2110, Page 108;

4. Acceptance of a portion of Bonney Lane as a Town Way by Order of the Board of Selectmen of the Town of Mansfield dated May 7, 1975, recorded with said Registry of Deeds in Book 1679, Page 332;

5. Rights of others to use Erick Road and Bonney Lane for all purposes for which streets and ways are commonly used in the Town of Mansfield;

6. Easement created by grant of Edward M. Stivaletta, Trustee, to Municipal Light Department of the Town of Mansfield dated September 6, 1974, recorded with said Registry of Deeds in Book 1667, Page 360;

7. The flow of the brook through the premises as shown on the plan entitled "Elmwood Park Plan of Land in Mansfield, Mass.", by R. C. Southwick & Associates, Inc., Engineers & Surveyors, dated August 3, 1970 and recorded with said Registry of Deeds in Plan Book 123, Page 53, 54 and 55.

8. Rights of others, if any, in the Drainage Easement in the northerly corner of the premises, as shown on said plan;

9. Cable Television Easement and Agreement from Malcolm Post, Trustee of Alliance Realty Trust, to Massachusetts Cablevision Systems, Inc., dated December 3, 1984, recorded with said Registry of Deeds in Book 2608, Page 337;

10. Terms, provisions, covenants and conditions set forth in two unrecorded leases between Malcolm Post, Trustee of Alliance Realty Trust, as lessor, and Lundermac, Co., Inc., as lessee, which leases are dated July 2, 1984 and expire on July 1, 1989, covering the laundry areas; and

11. Two UCC financing statements from Malcolm Post, Trustee of Alliance Realty Trust, as debtor, to Bay State Gas Company, as secured party, recorded with said Deeds in Book 2707, Pages 30 and 31 relating to a lease of certain heating equipment.

Said premises have the benefit of the following:

1. The right to use Erick Road and Bonney Lane as shown on said plan for all purposes for which streets and ways are commonly used in the Town of Mansfield, in common with all others lawfully entitled thereto;

2. Parking Easement affecting Lot 6 on said plan created by grant of Malcolm B. Post et al, Trustees of Village Two Condominium Trust, to the Declarant, dated June 29, 1987, to be recorded herewith; and

3. Declaration of Parking Easements affecting Lot 8 on said plan made by the Declarant dated June 29, 1987, to be recorded herewith.

Said premises are further subject to mortgages of record, to be discharged or to be released as to Units upon the conveyance thereof.

Said premises are the same premises shown as Lot 7 on Sheet 1 of the Condominium Plans recorded herewith. Certain dimensions and the area of said premises, as shown on said Sheet 1, are slightly different than those given above since the layout of Erick Road in 1981 as a Town Way is reflected on said Sheet 1 and since more accurate surveying standards were used to produce said Sheet 1.

EXHIBIT B

TO THE MASTER DEED OF MANSFIELD WOODS CONDOMINIUM

UNIT DESCRIPTION AND FEATURES

<u>Unit No.</u>	<u>Unit Type*</u>	<u>Floors</u>	<u>No. of Rooms**</u>	<u>Approx. Area Sq. Ft.</u>	<u>Unit Percentage</u>
1A	2	Ground	5	727	1.46
2A	2	Ground	5	730	1.46
3A	1	Ground	4	624	1.30
4A	1	Ground	4	622	1.30
5A	1	Ground	4	624	1.30
6A	2	Ground	5	736	1.46
7A	2	Ground	5	731	1.46
8A	2-BAL	First	5	774	1.57
9A	2-BAL	First	5	777	1.57
10A	1-BAL	First	4	630	1.39
11A	1-BAL	First	4	630	1.39
12A	1-BAL	First	4	630	1.39
14A	1-BAL	First	4	632	1.39
15A	2	First	5	745	1.51
16A	2-BAL	First	5	780	1.57
17A	2-BAL	Second	5	781	1.57
18A	2-BAL	Second	5	780	1.57
19A	1-BAL	Second	4	632	1.39
20A	1-BAL	Second	4	634	1.39
21A	1-BAL	Second	4	637	1.39
22A	1-BAL	Second	4	636	1.39
23A	2	Second	5	766	1.51
24A	2-BAL	Second	5	780	1.57
25A	1	Ground	4	615	1.37
26A	2	Ground	5	756	1.53
27A	2	Ground	5	754	1.53
28A	1-BAL	First	4	629	1.46
29A	1-BAL	First	4	630	1.46
30A	2	First	5	758	1.58
31A	2-BAL	First	5	759	1.64
32A	1-BAL	Second	4	628	1.46
33A	1-BAL	Second	4	624	1.46
34A	2	Second	5	775	1.58
35A	2-BAL	Second	5	763	1.64
1B	2	Ground	5	729	1.46
2B	2	Ground	5	727	1.46
3B	1	Ground	4	618	1.30
4B	1	Ground	4	614	1.30
5B	1	Ground	4	614	1.30
6B	2	Ground	5	722	1.46
7B	2	Ground	5	723	1.46
8B	2-BAL	First	5	771	1.57

9B	2-BAL	First	5	775	1.57
10B	1-BAL	First	4	629	1.39
11B	1-BAL	First	4	630	1.39
12B	1-BAL	First	4	625	1.39
14B	1-BAL	First	4	627	1.39
15B	2	First	5	736	1.51
16B	2-BAL	First	5	768	1.57
17B	2-BAL	Second	5	777	1.57
18B	2-BAL	Second	5	780	1.57
19B	1-BAL	Second	4	624	1.39
20B	1-BAL	Second	4	629	1.39
21B	1-BAL	Second	4	621	1.39
22B	1-BAL	Second	4	620	1.39
23B	2	Second	5	760	1.51
24B	2-BAL	Second	5	779	1.57
25B	1	Ground	4	615	1.37
26B	2	Ground	5	754	1.53
27B	2	Ground	5	753	1.53
28B	1-BAL	First	4	617	1.46
29B	1-BAL	First	4	615	1.46
30B	2	First	5	763	1.58
31B	2-BAL	First	5	762	1.63
32B	1-BAL	Second	4	620	1.46
33B	1-BAL	Second	4	617	1.46
34B	2	Second	5	763	1.58
35B	2-BAL	Second	5	766	1.63

TOTAL:

100.00%

The common area to which each Unit has immediate access is shown on the Condominium Plans.

*Key:

- 1 - One Bedroom
- 1-BAL - One Bedroom with Balcony
- 2 - Two Bedroom
- 2-BAL - Two Bedroom with Balcony

** The figures for number of rooms do not include bathrooms. Each unit has one bathroom.

REC'D JUL 2 - 1987 AT 12-36 P.M. AND RECORDED