

**Edgewood Condominium
2026 Operating Budget**

Income Accounts	YTD Actual 9/30/25	YTD Budget 9/30/2025	Variance	Year End Projection	2025 Budget	2026 Budget
06310 Assessment Income	\$ 349,650.00	\$ 349,650.00	\$ -	\$ 466,200.00	\$ 466,200.00	\$ 466,200.00
06335 NSF Income fee	\$ 100.00	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ -
06340 Late Fee Income	\$ 2,275.00	\$ -	\$ 2,275.00	\$ 3,000.00	\$ -	\$ -
06350 Legal Fees Reimbursement	\$ 11,955.45	\$ -	\$ 11,955.45	\$ 11,955.45	\$ -	\$ -
06355 Insurance (Loss) Income	\$ (6,338.41)	\$ -	\$ (6,338.41)	\$ (6,338.41)	\$ -	\$ -
06365 Move In/Move Out Income	\$ 225.00	\$ -	\$ 225.00	\$ 375.00	\$ -	\$ -
Income Total	\$ 357,867.04	\$ 349,650.00	\$ 8,217.04	\$ 475,292.04	\$ 466,200.00	\$ 466,200.00
Expense Accounts	YTD Actual 9/30/25	YTD Budget 9/30/2025	Variance	Year End Projection	2025 Budget	2026 Budget
07010 Management Fees	\$ 33,750.00	\$ 33,750.00	\$ -	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00
07060 Tax Prep & Review	\$ 2,000.00	\$ 2,025.00	\$ 25.00	\$ 2,000.00	\$ 2,700.00	\$ 2,000.00
07070 Legal	\$ 12,203.45	\$ 1,874.97	\$ (10,328.48)	\$ 11,000.00	\$ 2,500.00	\$ 2,500.00
07110 Insurance	\$ 65,286.27	\$ 56,250.00	\$ (9,036.27)	\$ 70,000.00	\$ 75,000.00	\$ 75,000.00
07120 Office Expense	\$ 636.32	\$ 1,125.00	\$ 488.68	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
07150 Tax Expense	\$ 599.54	\$ -	\$ (599.54)	\$ 599.54	\$ -	\$ 1,000.00
General & Administrative Total	\$ 114,475.58	\$ 95,024.97	\$ (19,450.61)	\$ 130,099.54	\$ 126,700.00	\$ 127,000.00
08600 Projects	\$ 13,724.03	\$ 66,114.00	\$ 52,389.97	\$ 50,000.00	\$ 88,152.00	\$ 84,700.00
08810 Electricity - Common Area	\$ 6,632.63	\$ 8,550.00	\$ 1,917.37	\$ 10,000.00	\$ 11,400.00	\$ 10,000.00
09050 Trash Removal	\$ 32,700.06	\$ 32,249.97	\$ (450.09)	\$ 43,200.00	\$ 43,000.00	\$ 45,000.00
09060 Water & Sewer	\$ -	\$ 749.97	\$ 749.97	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
09110 Exterminating	\$ 4,607.00	\$ 3,750.03	\$ (856.97)	\$ 6,000.00	\$ 5,000.00	\$ 5,000.00
09120 Landscape Contract / Snow Removal	\$ 68,136.00	\$ 67,536.00	\$ (600.00)	\$ 90,048.00	\$ 90,048.00	\$ 100,000.00
09140 Cleaning - Contract	\$ 5,460.00	\$ 6,300.00	\$ 840.00	\$ 8,500.00	\$ 8,400.00	\$ 8,500.00
09210 Maint. & Repair - Concrete	\$ 17,400.00	\$ -	\$ (17,400.00)	\$ 17,400.00	\$ -	\$ -
09220 Maint. & Repair - Electrical	\$ 2,119.50	\$ -	\$ (2,119.50)	\$ 3,000.00	\$ -	\$ -
09225 Maint. & Repair - Fixed	\$ -	\$ 5,625.00	\$ 5,625.00	\$ -	\$ 7,500.00	\$ -
09240 Maint. & Repair - Irrigation	\$ 3,840.00	\$ -	\$ (3,840.00)	\$ 3,840.00	\$ -	\$ -
09290 Maint. & Repair - General	\$ 21,337.52	\$ 26,250.03	\$ 4,912.51	\$ 25,000.00	\$ 35,000.00	\$ 35,000.00
Operating & Maintenance Total	\$ 175,956.74	\$ 217,125.00	\$ 41,168.26	\$ 257,988.00	\$ 289,500.00	\$ 289,200.00
09910 Reserves - Unallocated	\$ 37,500.03	\$ 37,500.03	\$ -	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
Reserve Expenses Total	\$ 37,500.03	\$ 37,500.03	\$ -	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
Total Expenses	\$ 327,932.35	\$ 349,650.00	\$ 21,717.65	\$ 438,087.54	\$ 466,200.00	\$ 466,200.00
Net Income	\$ 29,934.69	\$ -	\$ (13,500.61)	\$ 37,204.50	\$ -	\$ -

EDGEWOOD CONDOMINIUM TRUST
AMENDED AND RESTATED
DECLARATION OF TRUST

WHEREAS, Malcolm B. Post Barbara S. Post and Shirley B. Coleman did by a Declaration of Trust dated as of April 2, 1984, recorded with the Bristol County Northern District Registry of Deeds in Book 2467, Page 122, established the Edgewood Condominium Trust.

AND WHEREAS, the Unit Owners entitled to more than seventy-five percent of the beneficial interest desire to amend said Declaration of Trust.

NOW THEREFORE, said Declaration of Trust is hereby amended and restated as follows:

ARTICLE I – Name of Trust

The trust hereby created shall be known as Edgewood 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 Edgewood 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

Section 1.A Number of Trustees

A Board of Trustees (sometimes, the “Board”), consisting of five (5) natural persons who shall be elected as hereinafter provided, shall manage the business and affairs of the Condominium. Such natural persons shall be unit owners or spouses of unit owners or mortgagees of units. In cases where title to a unit is held by a fiduciary, such natural person may be the fiduciary, or in the case of a unit owned by a corporation, an officer or director of the corporation. Each ownership entity shall have no more than one person serving as a Trustee at any one time.

Section 1.B Terms of Trustees

The term of each Trustee shall be for a period of three (3) years from the annual meeting (or special meeting in lieu thereof) at which such Trustee is elected. Such terms shall be on a staggered basis so that, insofar as possible, in each year the terms of one-third of the Trustees will expire. To that end, if such staggering is not already in effect at the Condominium, at the first annual meeting (or special meeting in lieu thereof) held following passage of this Amendment, two Trustees shall be elected to one-year terms, two shall be elected to two-year terms, and one shall be elected to a three-year term, all determined by lot if necessary. At the next annual meeting (or special meeting in lieu thereof) thereafter, the election of the successors to the two Trustees whose one-year terms will be expiring shall be held, and the successors shall be elected to three-year terms. A Trustee whose term has expired shall continue in office until a successor is elected or appointed as hereinafter provided.

Section 1.C Vacancies, Election, Appointment and Acceptance of Trustees

If and when the number of Trustees shall become fewer than five (5) due to death, disability, or resignation, a vacancy shall be deemed to exist. Such vacancy shall, for the balance of the unexpired term of the vacating Trustee, be filled (a) by the appointment of an eligible natural person by the remaining Trustees for the period until the next annual meeting, and (b) for any portion of the term thereafter remaining by a majority vote of the unit owners at that next annual meeting as hereafter provided.

In such event as the unit owners shall fail to elect a successor Trustee at the annual meeting, then the remaining Trustees may appoint an eligible natural person to fill any such vacancy. In the event that the Trustees fail to so appoint a successor Trustee within thirty (30) days following the date of that annual meeting, or if there is no remaining Trustee, then such vacancy or vacancies shall, upon the petition therefor of any unit owner, with notice to all other unit owners, be filled by the appointment or appointments of a court of competent jurisdiction. The election or appointment of Trustees shall become effective upon such election or appointment. An instrument certifying any such election or appointment pursuant to this Section shall be recorded with the Bristol County Northern District Registry of Deeds, sworn and subscribed to by a majority of the then-Trustees, (1) referencing this Declaration of Trust and the Master Deed; (2) reciting the existence and cause of the vacancy; (3) referencing the election or appointment of the successor Trustee; and (4) containing an acceptance of such election or appointment by the successor Trustee. In the case of appointment by a court, an attested copy of the order may be recorded. The failure or delay in recording such instrument shall not affect the validity of the election or appointment.

The expiration of a term shall also create a vacancy which shall be filled at the annual meeting (or special meeting in lieu thereof) of the Unit Owners. At such meeting Trustee(s) shall be elected by the vote of a majority of the Unit Owners present in person or by proxy, provided that a quorum is present. There shall be no cumulative voting.

Notwithstanding anything contained herein to the contrary, despite any vacancy in the office of Trustee, however caused and for whatever duration, the then-remaining or surviving Trustees or Trustee shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees; provided, however, that if there be only one remaining Trustee, said Trustee shall refrain from so exercising and discharging said powers.

discretions and duties except as to matters which, by their nature and/or effect, require immediate attention or are of a routine nature.

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.C 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 acknowledgement 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.

Any Trustee may resign at any time by an instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgement of deeds and delivered to the remaining Trustees at the office of the Trust. Such resignation shall take effect upon the recording of such instrument with the Bristol County Northern District Registry of Deeds, unless specified in said instrument to be effective at some other time. The remaining Trustee, or Trustees, shall forthwith cause said instrument to be duly recorded with the said Registry of Deeds. Upon a failure thereof, or in the absence of any other Trustees, the resigning Trustee may so record said instrument and shall notify the unit owners thereof.

Any Trustee may, with or without cause, be removed by a vote of fifty-one percent (51%) of the unit owners at a special meeting duly called therefor, and after being afforded the opportunity to be heard. The vacancy so resulting shall be filled by majority vote of the Unit

Owners electing a replacement Trustee to serve the balance of the removed Trustee's term at a special meeting held therefore within twenty-one days of the date of the vote to remove or, upon a failure thereof due to a lack of quorum or sufficient vote, in the manner provided in Section 1.C of this Article III. The removal shall become effective upon said vote, and a certificate thereof shall be recorded with the Bristol County Northern District Registry of Deeds executed by a majority of the then-remaining Trustees in office or, upon a failure thereof, by any five of the unit owners voting to remove the Trustee.

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 an 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 willful malfeasance and defaults.

Section 6. Self-Dealing

No Trustee, Officer or Unit Owner shall be disqualified by his office or status 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, Officer or Unit Owner shall be in any way interested be avoided nor shall any Trustee, Officer or Unit Owner 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 such Officer's or Unit Owner's status, or of the fiduciary relation hereby established provided the Trustee, Officer or Unit Owner 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 Trust shall, to the extent legally permissible, indemnify each of its Trustees, Officers and Committee Members against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by them in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which they may be involved or with which they may be threatened, while in office or thereafter, by reason of their being or having been a Trustee, Officer or Committee Member, except that with respect to any matter as to which they shall have been adjudicated in any proceeding to have acted in bad faith or with willful misconduct or reckless disregard of their duties, or not to have acted in good faith in the reasonable belief that their action or actions were in the best interests of the Condominium. The right of indemnification hereby provided shall not be exclusive of, or affect, any other rights to which any Trustee, Officer or Committee Member may be entitled herein or by contract or otherwise under applicable law. As used in this Section 7, the terms "Trustee," "Officer" and "Committee Member" include their respective heirs, executors and administrators. Nothing in this Section shall, however, be deemed to limit in any respect the powers granted to the Trustees in this instrument.

Section 8. Officers; Committees

There shall be from among the Trustees, in addition to such other officers as they may elect from their number, the following officers who shall have the following listed duties:

A. Chairperson. The Chairperson shall be the chief executive officer of the Trust. He or she shall preside at all meetings of the Unit Owners and of the Trustees. The Chairman shall have the power to appoint committees from among the Unit Owners from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct

of the affairs of the Condominium. If the Chairman is unable to act at any time, the remaining Trustees shall appoint some other of their number to act in the place of the Chairman on an interim basis.

B. Treasurer. The Treasurer shall have responsibility for the Trust's funds and securities and shall be responsible for arranging for the maintenance of full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He or she shall be responsible for the deposit of all monies and other valuable effects in the name of the Trust in such depositories as may from time to time be designated by the Trustees.

C. Secretary. The Secretary shall maintain the minutes of all meetings of the Unit Owners and of the Trustees. He or she shall have charge of such books and papers of the Trust, and he or she shall, in general, perform all the duties incident to the office of Clerk or Secretary of a business corporation organized under Massachusetts law.

There shall, additionally, be such committees with such duties and responsibilities as designated by the Chairman as aforesaid.

Section 9. Compensation of Trustees, Officers and Committee Members

No Trustee, Officer or Committee Member shall receive remuneration (which term shall not be deemed to include reimbursement for expenses incurred by such person in connection with his duties, which reimbursement shall be permitted and charged as a common expense) for his services. With the approval of a majority of the Trustees, any Trustee, Officer, or Committee Member may receive reasonable remuneration for extraordinary or unusual services, professional or otherwise, rendered by him or her to the Trust, all as shall be from time to time fixed and determined by said Trustees, and such remuneration shall be a common expense of the Condominium. No Trustee shall, under any circumstances, whether ordinary or extraordinary, be eligible for compensation for property management services while serving as a Trustee of the Condominium.

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 of 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. For Units to which title is held by a fiduciary, the fiduciary shall be the designated individual. For Units to which title is held by a corporation, a duly authorized employee of such corporation shall be the designee.

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 and shall be applicable to the Property of the Condominium, the Trust Property, and to the use and occupancy of both. The term “Property” as used herein shall include the Land, Buildings and all other improvements thereon, including the Units and Common Areas and Facilities, owned in fee simple absolute or otherwise, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are submitted to the provisions of Massachusetts General Laws, Chapter 183A. The term “Trust Property” shall refer to all property to which title is held by the Trust.

All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Condominium and/or the Property and/or the Trust Property in any manner, are subject to these By-Laws, this Declaration of Trust, the Master Deed, the Rules and Regulations promulgated hereunder, and all covenants, agreements, restrictions, conditions, easements and declarations of record (the “Title Conditions”). The acceptance of a deed or conveyance or the entering into of a lease or

occupancy agreement or the act of occupancy of a Unit shall constitute an agreement that these By-Laws, this Declaration of Trust, the provisions of the Master Deed and the Rules and Regulations, as they may be amended from time to time, and the Title Conditions, are accepted, ratified and will be complied with.

Wherever in this Declaration of Trust and/or the Master Deed an obligation is imposed upon the Trustees, or the Trustees undertake to arrange for, perform, or otherwise accomplish any and all work, maintenance, repairs, construction, improvement or like action, the standard of care applicable thereto shall be that of ordinary due care or reasonable business judgment within budgetary constraints as determined in the sole discretion of the Trustees with respect to the scope, extent and timing of the aforesaid. In the event of any conflict or inconsistency between the foregoing and any other term or provision of this Declaration of Trust or the Master Deed, the foregoing shall govern.

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 to do so:

- (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, including pledging the funds of the Condominium, 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, licenses or concessions, upon such terms and conditions and with such stipulations and agreements as they shall deem desirable, even if the same extend beyond the possible duration of this trust;
- (vi) 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 investment 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, or as interest/late charges, 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, or against interest/late charges, including, without hereby limiting the generality of the foregoing, power to apportion any receipt or expense among principal, income, interest and/or late charges, 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 and limited common areas of 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, 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, 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 or 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;
- (xvii) To own, convey, encumber, lease and otherwise deal with Units conveyed to or purchased by them as a result of enforcement of the lien for Common Expenses, action under Chapter 183A, Section 17 and 18, or otherwise;
- (xviii) To conduct litigation on behalf of the Unit Owners and be subject to suit as to any course of action involving the Common Areas and Facilities or arising out of the enforcement of these By-laws, any and all Rules and Regulations promulgated hereunder, or restrictions in the Master Deed or Unit Deeds;
- (xix) To determine and budget the Common Expenses required for the affairs of the Condominium and this Trust including, without limitation, the operation and maintenance of the Property;
- (xx) To collect the Common Charges (which for the purposes of these By-Laws shall mean such portion of the Common Expenses as are payable by the respective Unit Owners) from Unit Owners;

- (xxi) To open and utilize bank accounts on behalf of the Trust and to designate the signatories required therefor;
- (xxii) To make repairs, additions and improvements to, or alterations of, the Property;
- (xxiii) To incur obligations and to pay, compromise or adjust all obligations incurred and rights acquired in the administration of the Trust;
- (xxiv) To adopt and amend rules and regulations covering the details of the operation and use of the Common Areas and Facilities, the administration of the Condominium as contemplated by the Master Deed and this Trust, and in interpretation thereof;
- (xxv) To alter the layout, location, nature and/or use of any of the common areas and facilities, to make installations therein, and to move and remove the same, subject, however, to a Unit Owner's rights to use any appurtenance to his Unit as specified in the Master Deed;
- (xxvi) To enforce obligations of the Unit Owners, including the levying of general and special assessments for Common Expenses and the providing of adequate remedies for failure to pay such assessments, levying reasonable fines against the Unit Owners for violations by the Unit Owners, or persons for whom a Unit Owner is responsible, of the Rules and Regulations or of the provisions of this Trust or of the Master Deed, and in the case of persistent violations of the Rules and Regulations or of this Trust or of the Master Deed by a Unit Owner, or a person for whom a Unit Owner is responsible, requiring such Unit Owner to post a bond to secure adherence thereto;
- (xxvii) To execute any and all instruments incidental or necessary to carry out any of the foregoing powers; and
- (xxviii) 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 following separate and segregated funds shall be established and maintained by the Trustees:

(i) Capital Expense Fund. The Trustees shall set aside from the regular monthly payments of common charges an amount to be adequate and appropriate to provide a reserve for the periodic repair and/or replacement of the common elements and other capital purposes and may, to the extent consistent with these purposes, use the funds so set aside for the reduction of indebtedness or other lawful capital purpose, or, subject to the provisions of these By-Laws and the provisions of Chapter 183A, Section 17 and/or 18, for the repair, replacement, rebuilding, restoration or improvement of the common areas and facilities. Such reserves shall be maintained in a separate and segregated account to be known as the Capital Expense Reserve Account, and the funds so set aside shall not be deemed common profits available for distribution, but rather, shall be considered as property of the Trust held for the account of the Unit Owners in accordance with their respective Beneficial Interests.

To ensure the adequacy of such fund, the Trustees shall periodically engage an appropriate professional to undertake a capital reserve study, or to update one previously undertaken, and based thereon establish an appropriate policy to fund such capital expense needs as therein determined.

(ii) Working Capital. The Trustees shall maintain a working capital fund in an amount as the Trustees shall in their judgment determine as adequate and appropriate to provide available funds to meet unforeseen expenditures, to cover cash flow requirements, or to acquire additional equipment or services deemed by the Trustees as necessary or desirable, and may, to the extent consistent with these

purposes, use the funds so set aside for operating expenses consistent with the provisions of these By-Laws. Such reserve shall be maintained in a separate and segregated account to be known as the Working Capital Reserve Account and the funds so set aside shall not be deemed common profits available for distribution, but rather, shall be considered as the property of the Trust held for the account of the Unit Owners in accordance with their respective beneficial interests.

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, or in the reasonable opinion of the Trustees likely to be incurred, the Board of Trustees shall make a supplemental assessment or assessments and render 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.

B.1 The amount of each specified installment of common or supplemental assessments, together with interest and/or late charges at such rates and/or in such amounts as may be reasonably imposed by the Trustees, if that amount is not paid when due, shall constitute a lien on the Unit of the Unit Owner assessed and the personal obligation of the Unit Owner, all pursuant to provisions of Chapter 183A, Section 6. The Trustees shall take prompt action to collect any Common Expenses due from any Unit Owner which remain unpaid. The Trustees may also prohibit the delinquent Unit Owner, or persons occupying his Unit, from using any of the amenities of the Condominium, if any, not necessary to the use of the Unit. To the extent a Unit Owner may be persistently delinquent in the timely payment of common expenses due, as the Trustees in their sole discretion may determine, the Trustees may require such Unit Owner to

pay the Common Expenses due in one lump sum, as opposed to periodically, as here provided for. All obligations and charges to a Unit Owner and such Unit Owner's Unit shall, for the purposes hereof, be deemed a Common Expense attributable to such Unit, and payment thereof shall be enforceable as herein provided.

B.2 No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to a sale, transfer or other conveyance by him of such Unit. A purchaser of a Unit shall not be personally liable for the payment of Common Expenses assessed and unpaid against such Unit prior to the acquisition by him of such Unit unless such purchaser has agreed to assume such obligation. This provision shall not, however, affect the statutory lien on such Unit for such unpaid Common Expenses. Except as provided in M.G.L. Chapter 183A, Section 6, a purchaser of a Unit at a foreclosure sale of such Unit by a first mortgagee, or any first mortgagee who comes into possession of the Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims and/or liens for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit.

B.3 In the event of default by any Unit Owner in paying to the Trustees the Common Expenses attributable to his Unit (the "Common Charges"), such Unit Owner shall be obligated to pay all expenses, including attorneys' fees, incurred by the Trustees in any proceeding brought to collect such unpaid Common Expenses, irrespective of the amount so unpaid. The Trustees shall have the right and duty to attempt to recover such unpaid Common Expenses, irrespective of the amount so unpaid, together with late charges, interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit, or in any proceeding wherein the Unit Owner seeks to avoid payment of the Common Expenses due, all such constituting a lien as provided in Section 6 of Chapter 183A. In furtherance hereof, a defaulting Unit Owner hereby waives any argument upon such a proceeding that the expenses thereof, including attorneys' fees, are unreasonable and/or excessive when considered in the light of the amount so unpaid. A Unit Owner shall, upon any action brought by the Trustees to collect unpaid Common Expenses, have no right to make any claims or defense of offset upon any basis other than that the assessment made was not in conformity with applicable law or this Declaration of Trust.

In such event as the Unit for which Common Expenses are in arrears is leased, rented or let, and upon compliance by the Trustees with the applicable provisions of M.G.L. c. 183A, s. 6, the Trustees shall be entitled to require the lessee or tenant to pay the rent due therefor directly to the Trustees until such time as the arrearage, late fees, interest, costs and expenses are fully paid and, upon a failure thereof, to an Order of a Court of competent jurisdiction so requiring. This right shall be in addition to any other remedy herein or by law provided.

After a successful action brought by the Trustees to foreclose a lien on a Unit because of unpaid Common Expenses, a Unit Owner remaining in his Unit for any period of time thereafter shall be required to pay a reasonable fee for the use and occupancy of his Unit.

The Trustees, acting on behalf of all Unit Owners, shall have power to purchase a Unit at the lien foreclosure sale and to hold, lease, mortgage (but not to vote the votes appurtenant thereto), convey or otherwise deal with the same.

A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same, and may be brought simultaneously with an action so to establish and foreclose upon said lien.

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.

D. Pursuant to the applicable provisions of Massachusetts General Laws Chapter 183A, Section 6, and/or upon the written request of the holder of any mortgage upon a Unit, the Trustees shall notify such holder of any default by a Unit Owner in the payment of his share of the Common Expenses.

E. Upon request of a Unit Owner or his designee, the Trustees shall, within ten (10) days of such request, provide a certificate in conformity with Massachusetts General Laws, Chapter 183A, Section 6(d), specifying the amount, if any, of any unpaid Common Charges assessed to the Unit Owner and/or attributable to the Unit. The Trustees in their discretion may impose a reasonable fee for the provision of such statement. Such Certificate need only be signed by any one Trustee or their designee.

Section 3. Insurance

The Trustees and the Unit Owners shall obtain and maintain the following insurance policies:

A. Casualty Insurance. The Trustees shall obtain and maintain, to the extent reasonably obtainable and permitted by applicable law, so-called master policies of casualty insurance providing fire-with-extended coverage and so-called all risk coverage insurance, insuring the Condominium, including, without limitation, the Common Areas and Facilities, all of the Units with all fixtures, additions, alterations and improvements thereof, all heating and cooling equipment and other service machinery, apparatus, equipment and installations comprising the Common Areas and Facilities, and also all such portions normally deemed to constitute part of the buildings and customarily covered by such insurance, but not including any furniture, furnishings, carpeting, wall coverings, light fixtures, appliances, or household and personal property belonging to and owned by individual Unit Owners or Tenants, in an amount equal to the full replacement cost thereof (as that term is used for insurance purposes), subject to such reasonable deductible as the Trustees may determine, and which shall include, if available at a reasonable cost, so-called Agreed Amount, Inflation Guard, Construction Code and Replacement Cost Endorsements. The Trustees may purchase a so-called "blanket" policy covering all of the buildings, if they deem it advisable. In determining full replacement value, the Trustees may reasonably rely upon the advice of the insurer or their agent. The name of the insured under such policy shall be stated in form, substance and effect similar to the following: "Trustees of Edgewood Condominium Trust for use and benefit of the Unit Owners of Edgewood Condominium and their mortgagees as their interests may appear." Such insurance shall contain the standard mortgagee clause and shall name the Trustees as Insurance Trustees for the use and benefit of all Unit Owners of Edgewood Condominium and their mortgagees as their interest may appear, with losses payable to and adjusted by the Trustees as Insurance Trustees, in accordance with the provisions of these By-Laws. The Trustees may insure against such other hazards or risks of casualty 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, earthquake, flood and machinery explosion or damage.

B. Liability Insurance. The Trustees shall obtain and maintain, to the extent obtainable and/or applicable, master policies of insurance with respect to the Common Areas and Facilities for the benefit and protection of the Trust and all Unit Owners for: (i) comprehensive public liability insurance in such limits as the Trustees may, from time to time, determine but in no case less than \$1,000,000/\$1,000,000 in coverage, covering the Trust, the Trustees, the Property Manager, if any, and each Unit Owner with respect to liability arising out of ownership, maintenance or repair of the Common Areas and Facilities of the Condominium, such insurance providing for cross claims by the co-insureds, and containing a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Condominium Unit Owner because of negligent acts of the Trust, the Trustees or other Unit Owners, and other provisions commonly referred to as a "Special Condominium Endorsement" or its equivalent; (ii) worker's compensation and employee's liability insurance; (iii) if applicable, boiler and machinery insurance in such limits as the Trustees may, from time to time, determine but in no case less than \$2,000,000 or the insurable value of the building(s) housing the boiler or machinery, whichever is less; and (iv) such other liability insurance as the Trustees may from time to time deem appropriate and desirable.

C. Fidelity Coverage. The Trustees shall obtain fidelity coverage against dishonest acts on the part of the Trustees, the Property Manager, if any, employees or volunteers responsible for handling funds belonging to the Trust or administered by the Trustees. This fidelity insurance shall name Edgewood Condominium Trust as the named insured and shall be written in an amount equal to the maximum amount that will be in the custody of the Trust at any one time, but in no event less than three months Common Expenses plus all reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

D. Directors and Officers Liability Insurance. The Trustees shall obtain Directors and Officers Liability Insurance in such amounts and upon such terms as they deem appropriate.

E. FHLMC and FNMA Insurance Requirements. If the Federal Home Loan Mortgage Corporation (FHLMC) or the Federal National Mortgage Association (FNMA) holds any interest in one or more mortgages on Units of which the Trustees have received notice, the Trustees shall obtain and maintain, to the extent reasonably obtainable, such other insurance as may be required from time to time by whichever of FHLMC or FNMA holds any interest in one or more mortgages on Units. All such policies shall be in such amounts and contain such terms as may be required from time to time by whichever of FHLMC or FNMA holds such interest.

F. Unit Owners' Insurance. Unit Owners may, and it is suggested that they should, carry insurance for their own benefit insuring their furniture, furnishings and other personal property located within their respective Units or its appurtenances, and for such as is not covered by the Condominium master policies, particularly any deductible; provided that all such policies shall contain waivers of subrogation, and further provided that the liability of the carriers issuing insurance obtained by the Trustees shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner, or if so affected, it shall be deemed that the Unit Owners' insurance coverage has been assigned to the Trust to the extent of such effect. Unit Owners shall in all events maintain liability insurance covering damage to the Property in such reasonable amounts as the Trustees may determine and, upon request, provide evidence thereof to the Trustees.

G. Terms and Conditions of Policies. Policies for casualty insurance, and to the extent applicable, such other policies of insurance, shall provide: (i) that the insurance company waive any right of subrogation against the Trustees, their agents and employees, and the Unit Owners, their respective employees, agents, tenants and guests to the extent they are not specifically obligated hereunder; (ii) that the insurance shall not be prejudiced by any act or neglect of any Unit

Owners or occupants or any other person or firm (including employees and agents of the Trustees) when such act or neglect is not within the control of the Trustees (or Unit Owners collectively) or by failure of the Trustees (or Unit Owners collectively) to comply with any warranty or condition with regard to any portion of the premises over which the Trustees (or Unit Owners collectively) have no control; (iii) that such policies may not be cancelled or substantially modified without at least twenty (20) days' prior written notice to all Unit Owners and mortgagees of Units to whom certificates of insurance have been issued; (iv) that recovery thereunder shall not be affected on account of the availability of proceeds under any policies obtained by individual Unit Owners covering their Units; and (v) if obtainable, that the company shall waive any right it may have under the policy to repair or restore damage should the Unit Owners elect to terminate the Condominium because of such damage.

Such insurance policies may provide for a reasonable deductible from the coverage thereof as determined by the Trustees in their reasonable discretion. In the event of any loss which relates in part to insurable portions of a Unit, or Units, and/or in part to the Common Elements, the Trustees shall apportion the deductible amount directly proportional to the amount of such loss related to such Unit, or Units, and/or the amount of the loss related to the Common Areas and Facilities. Except as may be elsewhere herein provided, where such loss is solely to a Unit, the deductible amount shall be borne solely by the Unit Owner thereof, and where such loss is solely to the Common Elements, such shall be borne from the common funds.

H. Insurance Appraisal. The Trustees may obtain an appraisal of the full replacement value of the property to be insured in accordance with the foregoing provisions of this Section, without deduction for depreciation, for the purpose of determining the amount of insurance to be maintained pursuant to this Section and may rely thereon, or upon the advice of the Trust's insurance agent as to the amount of necessary coverage. If the Trustees in their discretion deem it necessary, they shall, upon notification of improvements to be made to a Unit by a Unit Owner, increase the insurance coverage afforded by said master policy.

I. Trustees as Insurance Trustees. The Trustees (i) shall have exclusive authority to negotiate all losses as herein provided for, (ii) shall collect and receive all loss insurance proceeds, and (iii) shall hold, use, apply and disburse the same in accordance with the applicable provisions of these By-Laws for the benefit of the Unit Owners and their respective mortgagees. With respect to losses which affect portions or elements covered by such insurance of more than one Unit and/or the Common Elements to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Trustees in their judgment in a fair and equitable manner, primarily based upon the relative losses.

J. Authorized Insurance Representative. Notwithstanding any of the foregoing provisions and requirements to the contrary relating to physical damage or liability insurance, there may be named as an insured, on behalf of the Trustees, the Trustees' authorized representative, including any Trustee, with whom such Trustees may enter into any Insurance Trust Agreement or any successor to such Trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such physical damage or public liability insurance. Each Unit Owner appoints the Trustees, or any Insurance Trustee or substitute Insurance Trustee designated by the Trustees, as his attorney-in-fact for the purpose of purchasing, maintaining and administering such insurance, including without limitation the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose.

K. Notification of Mortgagees. The Trustees, on behalf of the organization of Unit Owners, shall, when requested by mortgagees of Units, give written notice to such mortgagees of such loss to the Common Areas and Facilities, or to the Unit mortgaged, as the mortgagee requests.

L. Certificates of Insurance. Certificates of insurance with proper mortgagee endorsements, when requested, shall be issued to Unit Owners or their designees. The Trustees may charge a reasonable fee for issuing such certificates.

M. Notification to Trustees of Improvements. Each Unit Owner shall notify the Trustees in writing of all improvements to his or her Unit (except personal property other than fixtures) which exceed a total value of Ten Thousand Dollars (\$10,000.00) within twenty (20) days after the commencement of construction or installation of such improvement, and upon receipt of such notice, the Trustees shall notify the insurer under any casualty policy obtained pursuant to this Section of such improvements and shall, if necessary, purchase additional casualty insurance in such amounts as may be required under this Section. Any premium increase caused by insuring such improvements may be assessed to the Owner of the improved Unit as a Common Expense attributable to such Unit. No Unit Owner shall be entitled to receive insurance proceeds for repair, replacement or restoration of any such improvement not so reported to the Trustees, unless otherwise consented to by the Trustees.

N. Increase in Premiums. Should the premium for Casualty Insurance be increased as a result of a loss or losses occasioned by the acts or failures of one or more Unit Owners, the Trustees may, in their discretion, assess such increase, in whole or in part, to the Unit Owner or Owners whose acts or failures have resulted in such increase.

Section 4. Rebuilding, Restoration, Condemnation

The following provisions shall apply in the case of casualty loss or condemnation:

- A. Casualty Loss. In the event of damage to or destruction of the Condominium as a result of fire or any other casualty, the Trustees shall proceed as follows:
- i. Casualty Loss to Units. Where such damage or destruction is solely to a Unit, or Units, the Insurance Trustee designated herein shall promptly adjust and collect the loss and disburse the master policy insurance proceeds in appropriate progress payments with appropriate retainage to the Unit Owner(s) affected so as to facilitate and ensure the repair and restoration of the Unit or Units so damaged or destroyed. In such case as an affected Unit Owner should fail promptly to take such action as the Trustees deem appropriate to repair or restore his Unit, the Trustees may, but shall not be obligated to, proceed thereto, in whole or in part, for the Unit Owner's account and utilize the said insurance proceeds accordingly. The affected Unit Owner(s) shall bear any cost or

expense for such repair and restoration in excess of the available insurance proceeds under the master policy, including any excess resultant from the application of any deductible. Where more than one Unit is so damaged or destroyed, said proceeds and deductible shall be apportioned based upon the relative damage to each Unit; provided, however, that in such case as such damage or destruction is caused by the acts or omissions of a Unit Owner, his family, servants, agents, employees, invitees, licensees or lessees, any deficiency in the insurance proceeds shall be borne solely by such Unit Owner. Similarly, should there be any deficiency in the insurance proceeds resultant from a Unit Owner's failure promptly and accurately to report any improvements to his Unit pursuant to the provisions of Section 3.M of Article V, such deficiency shall be borne by such Unit Owner. The extent to which the cost is in excess of the insurance proceeds is attributable to such Unit Owner's failure to report improvements or is due to the acts or omissions as aforesaid shall be determined by the Trustees in their reasonable discretion.

ii. Casualty Loss to Units and Common Elements or Common Elements Only.

Where such damage or destruction is solely to the Common Elements, or to both the Common Elements and Units, the Trustees, in their reasonable discretion, shall forthwith determine whether or not the loss exceeds ten (10%) percent of the value of the Condominium immediately prior to the casualty and thereupon shall notify all Unit Owners of such determination. In furtherance thereof, the Trustees may employ such persons, firms or entities as are, in their judgment, appropriate to assist in such determination.

- a. Loss Less than Ten Percent. If the loss as so determined is less than, or equals, ten (10%) percent of the value of the Condominium immediately prior to the loss, the Trustees shall proceed as provided above; provided that the Common Elements shall be repaired and restored by the Trustees and any deficiency thereto relating shall be borne from common funds.
- b. Loss in Excess of Ten Percent. If the loss to the Common Elements as so determined exceeds ten (10%) percent of the value of the Condominium immediately prior to the loss, the Trustees shall seek the agreement of seventy-five (75%) percent of the Unit Owners by submitting to the Unit Owners a form

of agreement (the Restoration Agreement) whereby the Unit Owners authorize the Trustees to proceed with the necessary repair and restoration.

- (1) If such percentage of Unit Owners agree (by executing the Restoration Agreement) to proceed to the necessary repair and restoration, then the Trustees shall proceed thereto as provided above; provided that the cost of such repair and restoration in excess of available insurance proceeds shall be a Common Expense payable from common funds or by special assessment, if necessary; and provided further, however, that any Unit Owner(s) who did not so agree may apply to the Superior Court of the county in which the Condominium is located, on such notice to the Trust as the Court shall direct, for an order directing the purchase of the Unit(s) by the Trust at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a Common Expense.
- (2) If such percentage of Unit Owners do not, within one hundred twenty (120) days of the occurrence of the loss, agree to proceed with the restoration and repair (by executing the Restoration Agreement and timely returning the same to the Trustees), a Unit Owner's proportionate share of the insurance proceeds with respect to the Common Areas and Facilities, together with the portion of the insurance proceeds allocated to any Unit as a result of a loss to such Unit due to the casualty, to the extent permitted by law, shall be paid first to the holder of the first mortgage of such Unit, if any, up to, but not in excess of, the then principal balance secured thereby and any accrued interest and other charges then due the holder of the first mortgage, and thereafter to the Unit Owner, and if first mortgagees, of which the Trustees have received notice, holding mortgages on Units having at least fifty-one (51%) percent of the Beneficial Interest approve a suit for partition, then the Condominium shall be subject to partition at the

suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of a partition sale, together with common funds of the Trust (adjusted for insurance proceeds paid or payable to mortgagees as aforesaid), shall be divided all as provided by law and distributed, with respect to the amounts respectively secured thereby, to the secured parties and thereafter to the Unit Owners. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A.

The Trustees may perform emergency work essential to the preservation and safety of the Property or the safety of persons, or required to avoid the suspension of any essential service to the Condominium without having first adjusted the loss or obtained proceeds of insurance or otherwise having complied herewith.

If there shall have been a repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be added to the Condominium's Capital Expense Reserve Account or shall be, at the option of the Trustees, divided among the Unit Owners in proportion to their respective Beneficial Interest; provided, however, that no provision herein shall be deemed to give a Unit Owner or any other party priority over any rights of the holder of a first mortgage (if any) on such Unit Owner's Unit pursuant to such mortgage in the case of a distribution to such Unit Owner of insurance proceeds for losses to Units and/or Common Elements. First mortgagees of Units will be entitled to priority with respect to any insurance proceeds distributed to their mortgagors.

Notwithstanding anything to the contrary contained in this Subsection, in the event that any Unit Owner or Owners shall 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 Subsection by notice in writing to the Trustees within ten (10) days after such determination or action, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owner or Owners may submit the matter to arbitration, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

Notwithstanding anything to the contrary contained in the preceding paragraphs of this Subsection, the Trustees shall not, in any event, be obliged to proceed with any repair or restoration unless and until they have received funds in an amount equal to the estimate of the Trustees of all costs thereof.

The foregoing provisions are intended to comply with Section 17 of said Chapter 183A and to be in addition consonant with the requirements of FHLMC and FNMA. To the extent there is a conflict between the provisions of this section and Chapter 183A, Chapter 183A shall control.

B. Eminent Domain. If more than ten (10%) percent of the Condominium is taken under any power of eminent domain, the taking shall be treated as a "casualty loss," and the provisions of Section 4 of these By-Laws and of Massachusetts General Laws Chapter 183A, Section 17 shall apply. Where one or more Units have been substantially altered or rendered uninhabitable as a result of a partial taking, and the Unit Owners vote to restore and continue the Condominium pursuant to Section 17 of said Chapter 183A, the Trustees shall have the authority to acquire the remaining portions of such Units for such price as the Trustees shall determine, provided that any Unit Owner of such remaining portion who does not agree with such determination may apply to the Superior Court of Bristol County on such notice to the Trustees and the other Unit Owners as the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court. Where as a result of a partial taking any Unit is decreased in size, or where the number of Units is decreased by a partial taking, then the Trustees may make such provision for realignment of the Undivided Interest in the common areas and facilities as shall be just and equitable.

In the event of a total or partial taking under the powers of eminent domain, the Unit Owners shall be represented by the Trust acting through the Trustees. In the event of a partial taking, the award shall be allocated among the affected Units according to their appurtenant Beneficial Interest, and paid first to the extent permitted by law, to the holder(s) of the first mortgage(s) of such Unit(s), if any, up to, but not in excess of, the then principal balance secured thereby, and any accrued interest and other charges then due the holder(s) of the first mortgage. In the case of a total taking of all Units and the Common Areas and Facilities, the entire award shall be payable to the Trustees to be allocated among the Units according to their appurtenant Beneficial Interest, and paid first, to the

extent permitted by law, to the holder(s) of the first mortgage(s) of such Unit(s), if any, up to, but not in excess of, the then principal balance secured thereby and any accrued interest and other charges due the holder(s) of the first mortgage(s). As to any portion or portions of any award which are attributable to direct or consequential damages suffered by particular Units, they shall be payable to the Owners of such particular Units and their mortgagees, as their interests may appear.

Whenever the estimated cost as determined by the Trustees of repair or restoration exceeds, as to any one casualty or occurrence, ten percent (10%) of the value of the Condominium or twenty-five percent of the value with respect to any one Unit, then the Trustees, unless waived by unanimous vote, shall retain a licensed architect or licensed engineer, who shall not be, directly or indirectly, a Unit Owner or an employee or agent of any Unit Owner, or a Trustee, or an employee or agent of any of the Trustees, to supervise the work of repair or restoration, and no sums shall be paid by the Trustees on account of such repair or restoration except upon certification to them by such architect or engineer that the work for which payment is being made has been completed in a good and workmanlike manner in accordance with approved plans and specifications, and that the estimated total cost of completion of said repair or restoration, less amounts theretofore advanced, does not exceed the undisbursed proceeds of insurance as augmented by funds obtained by any assessment levied or chargeable to the Unit Owners as a Common Expense.

Section 5. Improvements to the Units and Common Elements. The following provisions shall apply in the case of any improvement at the Condominium.

A. Improvements to Common Areas and Facilities. If and whenever the Trustees shall propose to make any improvement to the Common Areas and Facilities or shall be requested in writing by one-third of the Unit Owners to make any such improvement, the Trustees shall submit to all Unit Owners a form of agreement (which may be in several counterparts) (the "Improvement Agreement") specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same. Upon the receipt by the Trustees of such Improvement Agreement executed by seventy-five (75%) percent of the Unit Owners or the expiration of ninety (90) days after such agreement was first submitted to the Unit Owners, whichever of said events shall first occur, the Trustees shall notify all the Unit

Owners of the aggregate percentage of the Unit Owners who have then executed such Improvement Agreement. If such percentage is equal to or exceeds seventy-five (75%) percent, the Trustees shall proceed to make the improvement or improvements specified in such agreement and, in accordance with Section 18 of Chapter 183A, shall charge the cost of such improvement to all Unit Owners as a Common Expense in accordance with their Beneficial Interest; provided, however, that if the Trustees shall determine in their reasonable discretion that the cost of such improvement exceeds ten (10%) percent of the then value of the Condominium, any Unit Owner who did not so agree to proceed may apply to the Superior Court, on such notice to the Trustees as the Superior Court shall direct, for an order directing the purchase of his Unit by the Trustees at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a Common Expense. If more than fifty (50%) percent of the Unit Owners but less than seventy-five (75%) percent of them so approve, the Trustees shall proceed to make such improvement or improvements and shall charge the same solely to the Unit Owners so approving; provided, however, that the Unit Owners shall be afforded the opportunity to execute the Improvement Agreement conditioned upon obtaining the aforesaid seventy-five (75%) percent agreement.

Notwithstanding anything to the contrary contained in this Subsection, in the event that any Unit Owner or Owners shall 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 Subsection by notice in writing to the Trustees within ten (10) days after such determination or action, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owner or Owners may submit the matter to arbitration, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

Notwithstanding anything to the contrary contained in this Subsection, the Trustees shall not in any event be obligated to proceed with any improvement unless and until they have received funds in an amount equal to the estimate of the Trustees of all costs thereof.

1. Improvement at Unit Owner Expense. If and whenever any Unit Owner shall propose to make an improvement to or affecting the Common Areas and Facilities of the Condominium at such Unit Owner's own expense, and the Trustees determine in their reasonable discretion that such improvement would be consistent and compatible with the Condominium and the use and enjoyment thereof by its residents, the Trustees may, but shall not be obligated 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 or desirable in the circumstances.

B. Improvements to Units. No Unit Owner shall make any addition, alteration or improvement in or to his Unit or to any portion of the Common Areas and Facilities to which he has the exclusive use, which may affect the appearance or structure of the Condominium, or the integrity of its systems, or which is otherwise restricted by the Master Deed, without the prior written consent thereto of the Trustees. The Trustees shall have the obligation to answer any written request by a Unit Owner for approval of such a proposed addition, alteration or improvement within thirty (30) days after receipt of the request, and failure to do so within this time period shall constitute a consent by the Trustees. Said request shall include adequate plans, specifications and similar items, so as to enable the Trustees to reasonably review such request, and the period for response herein provided shall not begin to run unless and until such information is so provided.

As to any request for approval pursuant to this Subsection, the Trustees may engage, if they so choose, an architect or engineer or both, if necessary, to review the plans and specifications to be attached to said request, and such architect or engineer's fees shall be paid by the requesting Unit Owner. If the said engineer and/or architect determines that the plans and specifications are consistent with the structural integrity and/or design character, as relevant to the particular request, of the Condominium, the Trustees may then, in their sole discretion, approve or disapprove said plans, or approve them subject to certain conditions including restrictions in the manner of performing such

work and requirements thereto related and such other restrictions as may be contained in the Master Deed.

All additions, alterations or improvements to any Unit (whether or not affecting the structural or mechanical systems of the Condominium) shall be performed in compliance with all applicable laws, regulations and codes, and when required thereby, by licensed contractors and shall be completed in a good and workmanlike manner. Each Unit Owner, and his contractors, shall cooperate with the Trustees and other Unit Owners so as not to unduly inconvenience or disturb the occupants of the Condominium.

Notwithstanding any other provision of these By-Laws, the cost of repairing or restoring any damage to the Common Areas and Facilities or to any Unit which is caused by any work being performed by or for a Unit Owner shall be charged solely to such Unit

Owner. The foregoing shall not be construed to interfere with a Unit Owner's right to decorate his Unit and/or affix fixtures normally associated with the permitted uses of the Unit.

1. Permits. To the extent that any addition, alteration or improvement to a Unit by the Unit Owner requires a permit, license or similar item to be obtained in the name of the Condominium, Trust or Trustees, from a governmental authority, the application therefor shall be executed by the Trustees without, however, incurring any liability on the part of the Trustees, or any of them, or the Trust to any contractor, subcontractor or materialman or any other person on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom, or, if permissible, to such governmental authority. The Unit Owner shall bear all costs associated therewith and shall be fully responsible therefor, and wholly liable thereunder; and shall pay to the Trustees such fee therefor as the Trustees may reasonably determine.
2. Notification to Trustees of Value. If the Trustees approve any said request as provided hereinabove or if the Unit Owner makes any addition, alteration or improvement not requiring the consent of the Trustees, the Unit Owner shall promptly notify the Trustees of the insurable value of said improvement pursuant to the applicable

provisions of these By-Laws. Such notice shall state in reasonable detail the nature of the improvements and the value thereof. Each Unit Owner shall, upon request by the Trustees, also submit to the Trustees such further information relating to said improvements as the Trustees shall reasonably require.

Section 6. 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 7. Rules, Regulations, Restrictions and Requirements

The use of the Condominium and each Unit Owner's Unit shall be restricted to and shall be in accordance with the provisions of the Master Deed, this Trust (including the By-laws and such administrative rules and regulations as the Trustees may adopt pursuant to this Trust), and all applicable laws, zoning ordinances, rules, regulations and requirements of all governmental bodies having jurisdiction over the Condominium or the use and occupancy thereof.

The Trustees shall have the right (which right shall not be delegated) to adopt, amend and rescind reasonable administrative rules and regulations governing the operation, appearance and use of the Common Areas and Facilities including, without limitation, Common Areas and Facilities the exclusive use of which is for one or more Units, and otherwise providing for the administration of the Condominium as contemplated by the Master Deed and the Trust, and in interpretation thereof (the "Rules and Regulations"); provided, however, that any such Rules and

Regulations shall not be promulgated and/or amended which will materially and adversely affect the holder of any first mortgage of which the Trustees have received notice without the written consent of such holder. Any such Rules and Regulations shall be consistent with provisions of the Master Deed, the Declaration of Trust and Chapter 183A. Copies of such Rules and Regulations, and any amendments or changes thereto, shall be furnished by the Trustees to each Unit Owner and shall be recorded with the Bristol County Northern District Registry of Deeds. The Trustees may charge a reasonable fee for the provision of such copies. Any Rule or Regulation may be modified, amended or revoked upon the vote of fifty-one percent (51%) of the Unit Owners at a meeting duly held therefor.

The Master Deed, the Declaration of Trust, these By-Laws and the Rules and Regulations, as from time to time amended, shall be enforced by the Trustees. The Trustees may eliminate any violation, and the cost and expense of elimination shall be chargeable to the Unit Owner who himself, or whose family, servants, employees, agents, visitors, lessees, tenants, licensees or pets, are responsible for such violation. The Trustees may also levy reasonable fines, in amounts that they in their sole discretion shall determine, against the Unit Owner for such violations. Such fine shall constitute a portion of that Unit Owner's common expenses, and shall be payable upon demand, with enforcement of payment as provided in Chapter 183A, Section 6. For each day that a violation continues after notice, it shall be considered a separate violation. In the case of persistent violation, the Trustees shall have the power to require the Unit Owner to post a bond or other security, as they may determine, to provide for adherence.

In enforcing the Master Deed, the Declaration of Trust, these By-Laws or the Rules and Regulations as to leased Units, the Trustees may proceed against the tenant, the Unit Owner, or both as the Trustees in their sole discretion may determine. A failure of a tenant to pay a fine upon demand shall constitute grounds for the Trustees to obtain the removal of that tenant from the Condominium as herein elsewhere provided.

Section 8. Meetings

A. The Board of Trustees shall meet annually following the date of the annual meeting of the Unit Owners and at such meeting shall elect the Chairperson, Treasurer and Secretary hereinbefore provided for. Other meetings may be called by the Chairman and in such other manner as the Trustees may establish, and specially upon the request of any two Trustees, 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, unless such notice is waived by all Trustees. Attendance at a meeting shall constitute a waiver. 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 as the Board of Trustees may adopt. A Trustee may attend a meeting by conference communication through which the Trustees may hear all conversations and speak to all other Trustees. Accurate minutes of all Trustee meetings shall be taken by a person designated by the Trustees and shall be maintained by the Trustees as part of the records of the Trust.

B. There shall be an annual meeting of the Unit Owners on the third Sunday of February in each year at 7:30 p.m. at the Condominium premises or at such other reasonable place and time (not more than forty days before or twenty days after said date) as may be designated by the Board of Trustees by written notice given to the Unit Owners at least fourteen days prior to the date so designated, which notice shall include an agenda and a full description of all matters to be voted upon, if any. If that day is a legal holiday, the meeting shall be held on the next succeeding day. Special meetings (including a meeting in lieu of a passed annual meeting) of the Unit Owners may be called by them upon the written request of Unit Owners entitled to more than thirty-three percent of the beneficial interest hereunder within thirty days of such request. A request for such a special meeting from the Unit Owners shall be accompanied by a delineation of the items the requesters wish to have considered at said meeting, including the text of any proposed amendment to the Condominium's documents. 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.

C. Quorum. A quorum for the conduct of business at meetings of the Unit Owners shall equal representation of thirty-three percent of the Beneficial Interest of the Units.

D. Proxies. A Unit Owner may grant to any natural person, upon a form specified by the Trustees, his or her proxy to vote and/or attend meetings of the Unit Owners. The right to

grant proxies shall in no manner vitiate the provision contained in Section 4.2 where a Unit is owned of record by more than one person.

E. Minutes. Accurate minutes of all Unit Owner meetings shall be taken by a person designated by the Trustees and shall be maintained as part of the records of the Trust.

Section 9. Notices to Unit Owners

Unless otherwise required by applicable law or order of court, 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 administration of the Condominium 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, or mailing it postage prepaid and addressed to such Unit Owner, at his address at the Condominium, unless such Unit Owner has designated in writing to the Trustees some other address for the receipt of notices. Such notice shall be given within such time period as herein, or by such court order, required, and if there be no specified time, then at least seven (7) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given.

Section 10. Inspection of Books; Reports to Unit Owners

10A. Inspection of Books. The books, accounts and records of the Trustees and the organization of Unit Owners shall be open to inspection to any one or more of the Trustees, to the Unit Owners, and to first mortgagees. The Trustees may, however, subject to and in accordance with the applicable provisions of Chapter 183A, adopt reasonable rules and impose reasonable restrictions upon such access including, but not limited to, hours and place of availability, fees for reproduction, access only for Condominium-related purposes, and provision for the maintenance of confidentiality as to appropriate records.

10B. Financial Reports to Unit Owners. Within one hundred twenty days of the end of the fiscal year, the Board of Trustees shall cause to be provided to the Unit Owners a financial statement prepared in conformity with so-called review standards by a certified public accountant which shall include a balance sheet, income and expense statement, and statement of funds.

Any Unit Owner, at his sole cost and expense, may at any time have the financial records of the Condominium audited by a certified public accountant of his choosing. The Board of

Trustees shall fully cooperate in such cases; provided, however, that the auditing Unit Owner shall pay upon demand all reasonable costs and expenses incurred by the Trust in regard 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 any time or from time to time be delegated by not less than a majority of the Trustees. Any instrument, other than above or elsewhere provided, signed by any one or more Trustees which contains or is accompanied by a certification that said Trustee or Trustees are authorized to execute and deliver the same by appropriate vote of the Trustees shall be conclusive evidence in favor of every person relying thereon or claiming thereunder.

Section 12. Seal

The seal of the Trustees shall be circular in form, bearing the inscription – Edgewood Condominium Trust – 1984 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.

Section 14A. Maintenance and Repair of Units

Except as hereinafter provided, the Unit Owners shall be responsible for the proper maintenance, replacement and repair of their respective Units (other than to the Common Elements contained therein) as defined in the Master Deed. Except to the extent covered by the Trust's master casualty insurance, each Unit Owner shall be responsible for any and all damage to any and all other Units and/or the Common Areas and Facilities caused by his failure to satisfy this maintenance obligation, including all administrative costs incurred by the Trust. If the Trustees shall at any time in their reasonable judgment determine that a Unit, any part thereof, or such Common Element to which a Unit has exclusive use, is in such need of maintenance or repair that the market value of one or more other Units is being adversely affected, or that the condition of a Unit, any part thereof, such Common Element to which a Unit has exclusive use, or any fixtures, furnishings, facilities or equipment therein, is hazardous to any Unit or the

occupants thereof and/or adversely affects any other Unit and/or the Common Elements and/or the Common Expenses, the Trustees shall in writing request the Unit Owner thereof to perform the needed maintenance, repair, replacement and/or work and/or to correct the relevant condition and/or its cause. In such case as action thereon shall not have been commenced within the time as may be reasonably set by the Trustees and thereafter diligently brought to completion, the Trustees shall be entitled to have such performed for the account of such Unit Owner whose Unit and/or Common Element to which he has a right of exclusive use is in need thereof and to enter upon and have access to such Unit and/or such Common Element for these purposes. In the case of an emergency which necessitates immediate action and the Unit Owner is unavailable or fails to take immediate action, the Trustees may proceed thereto without delay. The cost incurred by the Trustees for such as is reasonably necessary therefor shall constitute an obligation of the applicable Unit Owner and shall be considered a Common Expense attributable to such Unit. The Trustees may in their discretion additionally impose a fine upon a Unit Owner who, in the Trustees' judgment, unreasonably fails to comply with a request made by the Trustees hereunder.

Should it be necessary that any part of a Unit, personal property of a Unit Owner, and/or any part of the Common Areas and Facilities to which a Unit Owner has the right of exclusive use, be required to be removed for the purpose performing such work, or for the purpose of the Trustees performing work upon the Common Elements, such Unit Owner shall promptly comply with such request by the Trustees. Should such Unit Owner fail to so comply, or in the case of emergency, the Trustees may remove and store such part and/or property for the account of the Unit Owner, the cost of which removal and storage shall constitute an obligation of the applicable Unit Owner and shall be considered a Common Expense attributable to such Unit. Such removal and storage shall be reasonable in manner, extent and terms.

The Trustees, in order to preserve and maintain the appearance, integrity and value of the Condominium, shall be responsible for arranging for the maintenance, repair and replacement of the Limited Common Areas (those Common Areas to which a Unit Owner has an exclusive right of use) and exterior portions of the Units such as windows and doors, but, as to the latter only as to appearance. The foregoing obligations of the Trust shall not be construed to apply to the keeping of such Limited Common Areas in a state of cleanliness, which shall remain the responsibility of the Unit Owner.

Section 14B. Maintenance, Replacement and Repair of Common Areas

The Trustees shall be responsible for arranging for the cleaning, replacement, maintenance and repair of the Common Areas and Facilities and such other portions of the Condominium as may be herein specified, when the need for the same has been brought to their attention, and subject to budgetary constraints, the Trustees exercising ordinary due care and reasonable business judgment with respect to the scope, extent and timing of such maintenance, repair and replacement. In the case of a casualty loss, the provisions hereinbefore contained shall apply. The Trustees may approve payment of vouchers for such work, and the expenses of such replacement, maintenance and repair shall be assessed to the Unit Owners as Common Expenses of the Condominium at such times and in such amounts as provided in this Declaration of Trust; provided, however, that such cleaning, replacement, maintenance and/or repair as may be necessitated by the negligence, misuse or neglect of a Unit Owner, his family, servants, agents, employees, invitees, lessees, tenants, licensees, pets, or others upon the Property at the Unit Owner's behest, whether directly or by virtue of a Unit Owner's failure properly to maintain, repair or replace the Unit, components thereof, or Common Elements to which such Unit Owner has exclusive use, including all administrative charges, shall be charged to such Unit Owner, constitute an obligation of such Unit Owner and be considered a Common Expense attributable to such Unit, except to the extent such is covered by the Trust's master casualty policy.

- (i) Notice of Person Responsible for Maintenance. The Trustees shall provide every Unit Owner with the name, address, and telephone number of the person, firm or entity responsible for the maintenance of the Common Elements.

Section 15. Right of Access

The Trustees, or any other person authorized by the Trustees, shall have a right of access to any Unit, and/or Common Areas to which a Unit has an exclusive right of use, for the purpose of making inspections, or for the purpose of correcting any conditions originating in the Unit and/or said Common Areas, or threatening another Unit or the Common Areas and Facilities, or for any other purpose reasonably necessary for the proper maintenance or operation of the Condominium, or for any other purpose as herein provided for which access to a Unit and/or said Common Areas is necessary; provided, however, that such entry is made after advance notice and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an

emergency, or in such case as a Unit Owner fails to cooperate with the Trustees after notice as aforesaid, such right of entry shall be immediate, and without notice where such is impractical.

Section 16. Pets

Subject to the applicable restrictions contained in the Master Deed, Unit Owners may keep in their Units customary household pets, subject to the following conditions, and such other reasonable conditions as the Trustees may by rule and regulation impose.

- A. Such pets shall not exceed such number and kind as to interfere with the quiet enjoyment of the Condominium by its residents, as provided in the Master Deed;
- B. Any permitted pet shall not be allowed upon the Common Elements unless restrained by a leash, transport box or cage; and in no event upon the land portion of the Property save for transit thereacross, except for areas specifically designated for the use of pets, if any; and
- C. Each Unit Owner keeping a pet who violates any of the above conditions, or permits any damage to or soiling of any of the Common Elements, or permits any nuisance or unreasonable disturbance or noise shall:
 - i. be assessed by the Trustees for the cost of the repair of such damage or cleaning or elimination of such nuisance and/or
 - ii. be levied such fine as the Trustees may reasonably determine; and/or
 - iii. be required by the Trustees to remove permanently such pet from the Condominium upon five (5) days' written notice from the Trustees.

Section 17. Unit Owner and Resident Responsibility

Except as may be otherwise specifically provided herein, a Unit Owner shall be fully responsible for the acts and omissions, feausance, malfeasance and misfeasance, and all other conduct of his family members, servants, agents, employees, invitees, lessees, tenants, licensees, guests, pets or others upon the Property at the behest of the Unit Owner. Residents shall subsidiarily be so responsible for those upon the Property at their behest.

Section 18. Enforcement of Charges, Fines, Obligations

Any charge, fine or other financial obligation to, of or on any Unit Owner and/or Unit herein provided for shall constitute a lien upon such Unit and shall be enforceable in the same manner and to the same extent as for Common Expenses provided for in this Declaration of Trust and in Section 6 of Chapter 183A.

Section 19. Attorneys' Fees and Costs

In such case as it is necessary for the Trustees to engage the services of an attorney or attorneys for the purpose of enforcing against a Unit Owner, tenant, occupant, or other person bound thereby, any provision of the Master Deed, the Declaration of Trust, the Rules and Regulations, or obligations thereunder, and/or for the purpose of defending any action brought by such person(s), and the Trustees should prevail thereon, said Unit Owner, tenant, occupant or other such person shall be liable for, in addition to any other liability, the fees and costs of such attorneys in so proceeding thereto, including the fees of all experts engaged in connection therewith. As to Unit Owners, the amount of such fees and costs shall constitute a lien upon the Unit enforceable to the same manner and extent as a lien for Common Expenses, and the Unit Owner shall be personally liable therefor.

Section 20. Information to be Provided by Unit Owners to Trustees and Tenants

Each Unit Owner shall provide to the Trustees, at such times and in such manner and form as the Trustees shall require, that information and data that the Trustees may reasonably require in and for the efficacious performance of their duties as herein provided. Such information and data shall include, but shall not be limited to:

- A. The name and mailing address of the Unit Owner(s).
- B. The names of all occupants of the Unit, except guests of less than thirty (30) days' duration.
- C. The name and address of all mortgagees, including the applicable loan numbers.

To this end, the Board may in its discretion require that a Unit Owner provide them with a copy of the deed to his Unit, and/or copies of any notes and mortgages relative to the Unit.

In the event and at the time that a Unit Owner should assign, lease, sell or otherwise transfer his interest in his Unit, such Unit Owner shall notify the Trustees of the name and address of the person to whom he is so transferring the Unit, whereupon the Trustees shall provide the incoming person with copies of the Master Deed, Declaration of Trust, and the Rules

and Regulations promulgated thereunder, as they may then be amended. The Trustees may charge a reasonable fee for the provision of said documents, and may require a receipt for the provision of said documents.

Unit Owners who lease, let and/or rent their Units shall provide to their tenant the name, address and telephone number of the person responsible for the maintenance of the Unit and the name of the person responsible for the maintenance of the common elements, the latter of which shall be provided to the Unit Owner by the Trustees.

Section 21. Voting, Consents and Action Thereon

In regard to such actions and things as to which the consent or vote of the Unit Owners is required, unless a shorter period or requirement is imposed hereunder or by applicable law, the Trustees shall have a period of six (6) months in which to obtain such consent or vote. The Trustees shall have an additional period of six (6) months to obtain any required mortgagee consent. No Unit Owner may, after giving his consent or vote, rescind, modify or revoke such during said period. Should a Unit be sold during said period after the giving of such consent or vote, such consent or vote shall remain valid notwithstanding the change of ownership.

Upon any consent or vote of the Unit Owners, and mortgagees, which authorizes or contemplates the taking of action or doing of a thing, such consent or vote shall be deemed a nullity unless the contemplated action or thing is undertaken (but not necessarily completed) within six (6) months of securing the requisite consent or vote.

Section 22. Acquisition of Units by Trustees

The Trustees may acquire or lease Units of the Condominium. Acquisition or lease of Units by the Trustees may be made from any funds, other than reserve funds, in the hands of the Trustees; or if such available funds are insufficient, the Trustees may levy an assessment against each Unit Owner in proportion to his beneficial interest as a Common Expense; or the Trustees, in their discretion, may borrow money to finance the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the specific unit or units so to be acquired by the Trustees, and/or by a pledge of the Common Funds.

Section 23. Property Manager

The Trustees shall hire or appoint an independent, unrelated property management firm (the "Property Manager") to assist in the administration of the Condominium. No Trustee shall

be eligible to act as a compensated Property Manager while serving as a Trustee. The Property Manager shall perform such duties in the administration, management and operation of the Condominium as the Trustees shall from time to time determine, including, but not limited to, the incurring of expenses, the making of disbursements and the keeping of accounts. The Property Manager so retained shall in all events fully comply with the applicable provisions of Chapter 183A. Notwithstanding the appointment of such a Property Manager, the Trustees shall retain ultimate control over the administration, management and operation of the Condominium. This provision may only be modified with the consent of seventy-five (75%) percent of the Unit Owners.

Any such agreement for professional management of the Condominium shall be terminable without cause and without incurring payment of a termination fee on no more than ninety (90) days' written notice. Such agreement may, additionally, be terminated for cause upon ten (10) days' notice; provided, however, that the Property Manager may cure within such period. Notwithstanding this provision, there shall be no right of cure in regard to the misappropriation of the Condominium's funds, upon which event termination shall be immediate upon the giving of notice.

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 of 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 the provisions of 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.

Section 5. Certificates of Incumbency and Address

The Trustees shall from time to time, as required by Massachusetts General Laws, Chapter 183A, and/or this Declaration of Trust, record with the Bristol County Northern District Registry of Deeds such appropriate instruments as are necessary to reflect the composition of the Board of Trustees and the mailing address of this Trust.

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. All consents necessary hereto shall be obtained within six months of the date of signature of the first consent. Any consent once given may not be revoked. In such case as a Unit is sold during the six-month consent period, the consent of the selling Unit Owner shall bind the purchasing Unit Owner and their mortgagee. 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 acknowledgement of deeds, by a majority of the Trustees, setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners and/or mortgagees 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. No such amendment, addition, alteration or change shall be of any effect unless such instrument is so recorded within one year of the date of the first consent thereto.

Section 1A. Consent of Mortgagees to Amendments

In addition, this Trust may not be materially amended without the approval of at least fifty-one percent (51%) of the first mortgagees who have requested the Trustees to notify them in such case as an amendment is considered. The consent of any such mortgagee who does not respond to a request for consent within thirty (30) days shall be deemed given.

Section 1B. Special Amendments

The foregoing notwithstanding, the Trustees shall have the power coupled with the interest, by an instrument signed by a majority of their number and duly recorded with the Bristol County Northern District Registry of Deeds, to amend this Declaration of Trust: (1) to correct any scrivener's and/or technical error made herein, or (2) to make this Declaration of Trust comply with Massachusetts General Laws, Chapter 183A, and other applicable state or federal laws or regulations, or (3) to comply with rules or regulations promulgated by the Federal

National Mortgage Association (FNMA) and/or the Federal Home Loan Mortgage Corporation (FHLMC), and/or other so-called secondary mortgage market agencies, or (4) to satisfy applicable insurance requirements. This power may be exercised not only to add additional provisions or modify existing provisions, but also to delete theretofore- required provisions should they no longer be required.

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 183A, the Master Deed and this Declaration of Trust.

Section 3. Distribution upon Termination

Upon the termination of this trust, the Trustees may, subject to and in accordance with the provisions of said Chapter 183A, sell and convert into money the whole of the Trust Property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations 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.

Notwithstanding anything to the contrary contained in this Section, in the event that any Unit Owner or Owners shall 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 by notice in writing to the Trustees within ten (10) days after such determination or action, and such dispute shall not have been resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owner or Owners may submit the matter to

arbitration, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

ARTICLE VIII – FHLMC and FNMA Provisions

Notwithstanding anything to the contrary elsewhere in this Declaration of Trust contained, the provisions contained in Section 15 of the Master Deed shall govern and shall be applicable insofar and for so long as there are mortgages of Units in the Condominium which have been sold or are offered for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or the Federal National Mortgage Association (FNMA) and such provisions are required, under laws and regulations applicable thereto, to qualify such mortgages for such sale.

ARTICLE IX – Construction, Interpretation and Waiver

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), trusts 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.

Unless the context otherwise indicates, words defined in Chapter 183A shall have the same meaning herein, and to the extent of any conflict between the terms hereof and the requirements of said Chapter 183A, the latter shall govern. The invalidity of any part of this Trust shall not impair or affect in any manner the validity, enforceability or effect of the balance of this Trust. No restriction, condition, obligation or provision contained in this Trust shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE X – Mortgages

Section 10. Unit Mortgages

Any Unit Owner may mortgage his Unit to any person, firm or entity without the prior approval of the Trustees.

Section 10A. Notice to Trustees

A Unit Owner who mortgages his Unit shall notify the Trustees of the name and address of his mortgagee and the loan number of the mortgage, and the Trustees shall maintain such information. Except as may be provided by applicable law, the failure of a Unit Owner to so notify the Trustees shall not invalidate the mortgage or any other provisions or the rights of any holder of such mortgage.

Section 10B. Notice of Unpaid Common Charges or Other Default; Material Amendment

In addition to the requirements of Section 6 of Chapter 183A, the Trustees, whenever so requested in writing by a mortgagee of a Unit, shall promptly report (i) any then-unpaid Common Charges due from, or any other default by, the Unit Owner of the mortgaged Unit; (ii) any other default in the performance by the Unit Owner of the mortgaged Unit of any obligation under the Master Deed, this Trust or the Rules and Regulations which is not cured within sixty (60) days of notice to the Unit Owner; (iii) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit upon which there is a mortgage held, insured, or guaranteed by a mortgage holder or guarantor, as applicable; (iv) any lapse, cancellation or material modification of any insurance policy or fidelity insurance maintained by the Trustees; (v) any proposed action which requires the consent of a specified percentage of eligible mortgage holders as specified in the Master Deed or this Declaration of Trust; and/or (vi) any proposed material amendment to this Trust which may affect such eligible mortgagee's interests or rights.

Section 10C. Assignment of Unit Owner Rights

The right of any Unit Owner to vote, to grant or withhold any consent, and to exercise any other right or option herein granted to a Unit Owner may be assigned or transferred in writing to, or restricted in favor of, any mortgagee of a mortgage covering that Owner's Unit, and the Trustees shall, upon receipt of written notice thereof from such Unit Owner or mortgagee, be bound by any such assignment or transfer which appears of record to be in full force and effect.

IN WITNESS WHEREOF we, the undersigned being a majority of the Trustees of the Edgewood Condominium Trust, having first received the written consent of the Unit Owners entitled to at least seventy-five percent (75%) of the Beneficial Interest, have set our hands and seals this 19th day of November, 2003.

Todd Moore
Todd Moore, Trustee of the Edgewood Condominium Trust

Kathleen Owens
Kathleen Owens, Trustee of the Edgewood Condominium Trust

Marilyn Satkiewicz
Marilyn Satkiewicz, Trustee of the Edgewood Condominium Trust

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. November 19, 2003

Then personally appeared before me the above-named Todd Moore and acknowledged the foregoing to be his/her free act and deed.

Shannon Burke
Notary Public
My commission expires:

SHANNON K. BURKE
NOTARY PUBLIC
MY COMMISSION EXPIRES
MAY 7, 2010

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. November 19, 2003

Then personally appeared before me the above-named Kathleen Owens and acknowledged the foregoing to be his/her free act and deed.

Shannon Burke
Notary Public
My commission expires:

SHANNON K. BURKE
NOTARY PUBLIC
MY COMMISSION EXPIRES
MAY 7, 2010

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

November 19, 2003

Then personally appeared before me the above-named Marilyn Satkiewicz and acknowledged the foregoing to be his/her free act and deed.

Shannon Burke
Notary Public
My commission expires:

SHANNON K. BURKE
NOTARY PUBLIC
MY COMMISSION EXPIRES
MAY 7, 2010

AMENDED AND RESTATED
MASTER DEED
OF
EDGEWOOD CONDOMINIUM

WHEREAS, Malcolm B. Post, Trustee of Mansfield Associates Realty Trust under Declaration of Trust dated as of January 11, 1982, recorded with the Bristol County Northern District Registry of Deeds in Book 2166, Page 41 (hereinafter called the "Declarant"), duly executed and recorded a Master Deed with the Bristol County Northern District Registry of Deeds (the "Registry of Deeds") at Book 2467, Page 88 (the "Original Master Deed"), which Original Master Deed was amended by Phase II Amendment to Master Deed dated March 19, 1985, and recorded with the Registry of Deeds at Book 2671, Page 167; by Sub-Phase IIIA Amendment of Master Deed dated March 18, 1986, and recorded with the Registry of Deeds at Book 2945, Page 209; by Sub-Phase IIIB Amendment of Master Deed dated June 10, 1986, and recorded with the Registry of Deeds at Book 3031, Page 311; by Sub-Phase IIIC Amendment of Master Deed dated September 4, 1992, and recorded with the Registry of Deeds at Book 5218, Page 138, as affected by Judgment of the Land Court dated July 3, 1996, and recorded with the Registry of Deeds in Book 6814, Page 102 (the "Amended Master Deed").

WHEREAS, it is desired to combine said Original Master Deed and the amendments thereto into one comprehensive document.

AND WHEREAS, the Unit Owners entitled to more than seventy-five percent (75%) of the Undivided Interest desire to further amend said Original Master Deed as heretofore amended.

Now, therefore, the Amended Master Deed is hereby amended and restated as follows:

1. Name. The name of the condominium shall be Edgewood Condominium (hereinafter called the "Condominium").
2. Organization of Unit Owners. The trust through which the Unit Owners (hereinafter defined) manage and regulate the Condominium established hereby is Edgewood Condominium Trust (hereinafter called the "Condominium Trust") under declaration of trust (hereinafter called, including the By-Laws thereof, the "Declaration of Trust") dated April 2, 1984, and recorded with the Registry of Deeds in Book 2467, Page 122. 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 original Trustees of the Condominium Trust were Malcolm B. Post of Milton, Norfolk County, Massachusetts, Barbara S. Post of said Milton, 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 Land portion of the Property comprising the Condominium are those certain parcels of land situated on Erick Road in Mansfield, Bristol County, Massachusetts, and described as delineated in Exhibit A hereto. The Land is further subject to such rights, easements, restrictions and encumbrances as are of record and in force; and the rights and easements established herein.

4. Buildings. The Buildings comprising the Condominium consist of five (5) Buildings numbered 1 through 5. Buildings No. 1 (known as and numbered 10 Erick Road) and 3 (known as and numbered 6 Erick Road) each contain twenty-four (24) residential Units, Building No. 2 (also known as and numbered 10 Erick Road) contains twenty-six (26) residential Units, Building No. 4 (also known as and numbered 6 Erick Road) contains ten (10) residential Units, and Building No. 5 (known as and numbered 4 Erick Road) contains twenty-one (21) residential Units. Building No. 1 has in part three above-ground stories including first, second and third floor levels and has in another part a basement and two above-ground stories including basement, first and second floor levels. Building No. 2 has in part a basement and three above-ground stories including first, second and third floor levels and has in another part a basement and two above-ground stories including basement, first and second floor levels. Building No. 3 has a basement and three above-ground stories including first, second and third floor levels. Building No. 4 has a basement and two above-ground stories including first and second floor levels. Building No. 5 has a basement, and two parts of the Building have above-ground stories including first and second floor levels and the third part has above-ground stories including first, second and third floor levels. The five (5) Buildings numbered 1 through 5 are each constructed principally of poured concrete foundation, wood frame structure, vinyl exterior, drywall interior

surfaces, wood floors and shingle roofs. The location of Building No. 1 and of the existing access ways on said premises are shown on Sheet 1 of the Condominium Plans filed with the Original Master Deed. The locations of Building No. 2 and of the existing access ways on said premises are shown on Sheet 1 of the Phase II Condominium Plans. The location of Building No. 3 and of the existing access ways on said premises are shown on Sheet 1 of the Sub-Phase IIIA Condominium Plans. The location of Building No. 4 and of the existing access ways on said premises are shown on Sheet 1 of the Sub-Phase IIIB Condominium Plans. The location of Building No. 5 and of the existing access ways on said premises are shown on Sheet 1 of the Sub-Phase IIIC Condominium Plans.

5. Units. Buildings No. 1 through 5 contain a total of one hundred five (105) residential units (hereinafter called a "Unit" or, collectively, the "Units"). The Units of the Condominium and the numbers, locations, approximate floor areas, number of rooms, immediately accessible common areas, and other descriptive specifications thereof are as shown on the Condominium Plans of all Phases, 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 Exhibit B do not include the appurtenant open porch or platform areas, if any.

There are three types of Units in the Condominium, to wit:

- (1) Town House Units with one and one-half baths;
- (2) Town House Units with two full baths; and
- (3) Ranch Style Units, each as hereinafter defined and described.

Each Town House Unit with one and one-half baths is laid out on three levels and contains and includes a full basement level; a living room, a combination kitchen/dining room and half bathroom on the first floor level; and two bedrooms and a full bath on the second floor level. Units 1 through 12, inclusive, and Units 37 through 39, inclusive, are Town House Units with one and one-half baths.

Each Town House Unit with two full baths is laid out on three levels and contains and includes a full basement level; a living room, a combination kitchen/dining room and full bathroom on the first floor level; and two bedrooms and a full bath on the second floor level. Units 26 through 36, inclusive, Units 64 through 73, inclusive, Units 86 through 89, inclusive, and Units 102 through 106, inclusive, are Town House Units with two full baths.

Each Ranch Style Unit is laid out on a single level and contains and includes a living room, kitchen, dining room, two bedrooms and two full bathrooms. Although generally on one level, each Ranch Style Unit living room is slightly lower than the entryway level. Units 14 through 25, inclusive, Units 40 through 63, inclusive, Units 74 through 85, inclusive, and Units 90 through 101, inclusive, are Ranch Style Units.

Each Unit also contains closets, hallways, entrances, stairways, heating equipment and facilities, provisions for air conditioning units and all fireplaces and flues solely serving the Unit, including the exterior flue caps. The use of such flues shall be subject to such rules and regulations as the Trustees may proscribe concerning their periodic inspection and maintenance.

Each Unit shall have appurtenant thereto the exclusive right and easement, exercisable subject to and in accordance with the provisions and requirements of Section 11 and 12 of this Master Deed and the provisions of the Declaration of Trust and the rules and regulations promulgated pursuant thereto, to use any deck and stairs attached thereto, any platform and stairs attached thereto and any bulkhead which is connected to such Unit and accessible from such Unit. The structures and cosmetic appearance (i.e. painting, staining, waterproofing) of said exclusive facilities shall be maintained and repaired as necessary by the Board of Trustees in accordance with provisions of the Declaration of Trust, and the ordinary cleaning, sweeping, shoveling of said facilities shall be provided by the respective owners of the Units (herein called a "Unit Owner" or, collectively, the "Unit Owners") to which the same is appurtenant at their own sole and separate expense and risk, it being provided that (i) all such 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 maintain any such facility, 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.

Any Unit Owner may at any time, or from time to time, change the use and designation of any room or space within his Unit, provided such use and designation is consistent with all other provisions hereof and applicable building and zoning codes.

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 providing ingress and egress to the Unit, the plane of the exterior surface thereof, including the frame, jambs, hardware, threshold, flashing, exterior molding and trim, if any; as to interior doors, the entirety thereof, including the frame, jambs, hardware, threshold, flashing, molding and trim, if any; and as to windows (including skylights), the exterior surface of the glass, and the exterior thereof in their entirety, including the frame, mullins, muntins, sash, stiles, hardware, flashing, exterior molding and trim, if any.

Provided, however, that no structural component of the Buildings nor any pipe, wire, conduit, duct, flue, shaft, utility line or like item situated within a Unit, but forming a part of a system serving one or more other Units, shall be considered to be a part of any Unit. Pipes, wires and/or other conduits for utilities, whether located within or without the boundary of a Unit, and serving only that Unit, are a part of the Unit

6. Common Areas. The common areas and facilities of the Condominium (sometimes referred to as the "Common Elements") shall consist of the entire property exclusive of the Units, all as hereinbefore described and defined, and any other property which is herein expressly included in the common areas and facilities, including, without limitation, the following:

- (a) The land described in said Exhibit A hereto, together with the benefit of, and subject to, all rights, easements, reservations, conditions and restrictions of record as the same may be in force and applicable;

- (b) The foundations, structural columns, girders, beams, supports, exterior walls, including windows (except as included in any Unit), all portions of the exterior and interior walls, ceilings, floors and roofs not included as part of the Units, and common walls within the Buildings;
- (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 the Buildings 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 subject to the use and disposition of the Condominium Trust;
- (d) any yards, lawns, driveways, alleys, parking areas, plants, paths and walkways on said land and the improvements thereon and thereof, including fences, walls, railings and steps;
- (e) any deck and stairs attached thereto, platform and stairs attached thereto and any bulkhead which is connected 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, foyers, vestibules, entrance ways, mailboxes, stairhalls, stairways and stairs outside of the Units;
- (h) installations for central and/or common services such as power, light, oil, gas, hot and cold water, heating, air conditioning, television reception, and waste disposal, including all equipment attendant thereto (but not including equipment contained within and/or serving a single Unit);
- (i) that portion of the basement level of all Buildings which is located under the Ranch Style Units;
- (j) all common equipment wherever located in, on or around the Buildings and land;

(k) any and all other limited common elements located outside the Units' boundaries, subject to the exclusive rights to use and obligations therefor as provided in this Master Deed and the Declaration of Trust;

(l) all other apparatus and installations existing in the Buildings for common use, or necessary or convenient to the existence, maintenance or safety of the Buildings; and

(m) 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 Trustees, any individual Trustee, any manager or managing agent, and any other person authorized by the Trustees or by any manager or the managing agent, shall have a right of access to each Unit at reasonable times and upon reasonable notice, except in emergencies, for the purpose of making inspections or for the purpose of correcting any conditions originating in any Unit or threatening another Unit or Common Element or adversely affecting the common expenses, or for the purpose of obtaining access to and performing installations, alterations or repairs on the mechanical or electrical services or other Common Elements in any Unit or elsewhere in the Buildings, or for any other purpose permitted by this Master Deed or the

Declaration of Trust. In case of an emergency, such right of entry shall be immediate, by any appropriate means, whether the Unit Owner is present at the time or not.

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 comprising the common areas and facilities, and to make excavations for such 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 to utility companies (including without limitation cable television companies) for service to the Condominium property and the Units 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, acknowledgement of, and consent to the grant of power to the Board of Trustees to execute, acknowledge and deliver any such instrument.

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 alteration or repair to the common areas and facilities made by or with the consent of the Board of Trustees, or 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. There has been recorded with the Original Master Deed and recorded Amendments thereto sets of the floor plans of the buildings and the Units included in all Phases of the Condominium, showing the layout, locations, unit designations, and dimensions of the Units, stating the designation of each Building, and bearing the verified statement of a registered architect, registered professional engineer, or registered land surveyor certifying that said plans fully and accurately depict the layout, location, unit numbers, and dimensions of the units, as built.

8. Undivided Interest. The Unit Owner of each Unit shall have an Undivided Interest in the Common Areas and Facilities in the percentages as specified in Exhibit B to this Master Deed.

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

A. The Buildings, the Units, and the Common Areas and Facilities are intended to be used solely for residential purposes, the Common Areas and Facilities being used incidental thereto. The Buildings, the Units, and the Common Areas and Facilities may, with the prior written consent of the Trustees, be used for such other lawful purpose or purposes so long as such purpose does not interfere with, or conflict with, these intents or the restrictions contained in this Master Deed or the Declaration of Trust.

B. The parking areas included in the common areas and facilities are intended to be used for the parking of private passenger cars (which term shall include, for the purposes of this subparagraph, non-commercial pickup trucks, sport utility vehicles, Jeeps, and motorcycles) of occupants of Units in the Condominium, and not for trucks or other commercial vehicles or items except with the prior written permission of the Board of Trustees.

C. Any and all recreational facilities of 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 11 of this Master Deed.

10. 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, with no more than two persons per

bedroom, plus one, (b) no business activities of any nature shall be conducted in any Unit, except (1) as provided in Paragraph C of Section 10 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 services to clients or patients, (c) No Unit may be leased, rented or let unless upon a written agreement therefor in a form and content acceptable to the Trustees and for a term of no less than twelve (12) months; and provided further that (1) a copy of said agreement is provided to the Trustees prior to the occupancy thereunder, and (2) said agreement contains a clause whereby the occupants agree to be bound by this Master Deed, the Declaration of Trust and the Rules and Regulations promulgated pursuant thereto which the Trustees shall provide to the occupants upon such reasonable fee as the Trustees shall determine; (3) it shall be deemed during the period of such occupancy that the Unit Owner has irrevocably appointed and constituted the Trustees 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 this Master Deed, the Declaration of Trust and/or the Rules and Regulations promulgated pursuant thereto, provided the Trustees first give the Unit Owner notice of said violation and reasonable period to effect a cure; (4) the letting is for the entire Unit; (5) no subletting is permitted; and (6) in no event shall it be deemed that a landlord/tenant relationship exists between the Trust and the occupant. In addition to the foregoing, at no time may more than eighteen (18) percent of the Units be leased at any one time. To ensure that this limitation is not exceeded, a Unit Owner who intends to lease his Unit shall first seek the consent of the Trustees to rent, whereupon the Trustees will notify the Unit Owner if this limitation has been met. In such event, the Unit Owner shall not seek to or let the Unit. If this limit has not been met, permission shall be granted for a one-year period. Should the Unit Owner who has received permission desire to relet the Unit, he shall again seek the consent of the Trustees. All such requests shall be granted upon a first come/first serve basis; provided, however, that the Trustees shall endeavor to ensure that all Unit Owners who so desire are granted an opportunity to rent their Unit within the aforesaid limitation, for which purpose the Trustees may establish Rules. The Trustees may permit the rental of a Unit notwithstanding that the foregoing limitation has been reached in such case as adhering to it would, in the Trustees' sole discretion, cause an undue hardship. Additionally, in

administering the foregoing, those Units which are currently rented shall be permitted to continue to be rented provided that the Unit continues to be owned by the current Unit Owner(s) and the Unit is not occupied by the Unit Owner for any period after the adoption of this provision. If, during the course of occupancy, a tenant demonstrates a disregard for the provisions of this Master Deed, the Declaration of Trust, and/or the Rules and Regulations, the Trustees shall so notify the Unit Owner, who shall thereupon be precluded from extending the tenancy of such occupant beyond the original lease term. This restriction shall not apply to any First Mortgagee which acquires and holds title to a Unit as a result of foreclosure, a deed in lieu of foreclosure or the exercise of any remedy under its mortgage or applicable law, (d) Customary household pets may be kept in any Unit pursuant to the restrictions and regulations contained in the Declaration of Trust; provided, however, (1) that no such pets are raised or bred for commercial purposes, (2) that no more than one dog, nor no more than two cats, be kept per Unit, and that other pets are kept in no greater number than the Trustees may allow so as to maintain appropriate peaceful enjoyment of the Condominium by all residents, (3) that the pets are kept in compliance with all applicable governmental laws, ordinances, rules and regulations, and (4) that the pets do not create a nuisance, as the Trustees in their reasonable discretion may determine. Any Unit Owner who, at the time of the adoption of the foregoing provision, keeps more than the maximum number of pets in his Unit as hereinbefore described, shall be permitted to keep said pets until said pets die or otherwise are no longer kept in the Unit, but shall thereafter not be permitted to replace said pets in excess of the number permitted hereunder, (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, without the prior written approval of the Trustees of the Edgewood Condominium Trust, 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, or on the Buildings or any other Common Element, 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, or such other color as the Trustees may specify, and if any interior Unit decoration is visible from the exterior of the Unit and, in the reasonable judgment of the Trustees, detracts from the aesthetic or architectural integrity of the Buildings, the Unit Owner may be required to undertake such reasonable measures as the Trustees may determine to ameliorate such detracting. The above restrictions shall not be construed to restrict a Unit Owner's right to move, remove, alter or change any interior, non-structural wall or partition, nor to change the use and/or designation of any room within his Unit; provided, however, that any such changes shall not adversely affect the structural integrity of the Buildings, nor overload the Buildings' systems, and provided further that (1) reasonable advance written notice of any such work is given to the Trustees; (2) all reasonable and necessary documents in amendment of the Master Deed and all plans to be filed therewith are provided in advance to the satisfaction of the Trustees, such amendment requiring no consents other than the Trustees'; (3) all necessary and proper permits and/or approvals are obtained from appropriate governmental authorities; and (4) all conditions as may be reasonably imposed by the Trustees are satisfied, (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 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, and with the provisions of this Master Deed, the Declaration of Trust and Massachusetts General Laws, Chapter 183A. (j) no Unit shall be maintained at an ambient temperature of less than fifty-five degrees (55°) Fahrenheit during such time or times as is necessary to prevent the freezing of any and all pipes within the Buildings, (k) no use of the

Common Areas and Facilities shall be made save for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units, (l) no Unit Owner shall place or cause to be placed in or on any of the Common Elements, other than the Limited Common Elements to which such Unit Owner has exclusive rights, any furniture, packages, or objects of any kind, nor shall any such area be utilized for other than its intended purpose. No public hall, corridor, vestibule, passageway or stairway shall be used for any purpose other than normal transit therethrough, or such other purposes as the Trustees may designate, (m) no Unit or other area over which a Unit Owner has exclusive control, shall be maintained or used in such a manner as to detract from the value of the other Units or the Condominium as a whole, (n) no nuisance shall be allowed in or upon the Condominium, nor shall any use or practice be allowed which interferes with the peaceful possession or proper use of the Condominium by its residents, (o) no unlawful, improper or offensive use shall be made of the Condominium, or any part thereof, and all valid laws, ordinances, rules and regulations of all governmental bodies having jurisdiction thereof relating to any Unit shall be eliminated by and at the sole expense of the Owner of said Unit, and those relating to the Common Elements shall be eliminated by the Trustees, except as may be otherwise provided for herein.

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/or any Unit Owner and (iii) insofar as permitted by law, perpetual; and to that and, 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 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.

11. Amendments. This Master Deed may be amended by an instrument in writing (a) signed by Unit Owners entitled to seventy-five percent (75%) 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, provided, however, that any consents given during this period may not be revoked, and, in such case as a Unit is sold prior to the conclusion of this period, such consent shall bind the purchasing Unit Owner;

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. Except as provided in, and in accordance with the provisions of Sections 8 and 9 of this Master Deed, 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 the units whose percentage of undivided interest is affected by the amendment, 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;

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.

The foregoing notwithstanding, the Trustees shall have the power coupled with the interest, by an instrument signed by a majority of their number and duly recorded with the Bristol County Northern District Registry of Deeds, to amend this Master Deed: (1) to correct any scrivener's and/or technical error made herein, or (2) to make this Master Deed comply with Massachusetts General Laws, Chapter 183A, and other applicable state or federal laws or regulations, or (3) to comply with rules or regulations promulgated by the Federal National

Mortgage Association (FNMA) and/or the Federal Home Loan Mortgage Corporation (FHLMC), and/or other so-called secondary mortgage market agencies, or (4) to satisfy applicable insurance requirements. This power may be exercised not only to add additional provisions, but also to delete theretofore- required provisions should they no longer be required.

12. FHLMC and FNMA. Notwithstanding anything to the contrary elsewhere in this Master Deed contained, the following provisions of Subsection A of this Section shall govern and shall be applicable insofar and for so long as there are mortgages of Units in the Condominium which have been sold or are offered for sale to the Federal Home Loan Mortgage Corporation, hereinafter called FHLMC, and said provisions are required, under laws and regulations applicable thereto, to qualify such mortgages for such sale, and the following provisions of Subsection B of this Section shall govern and shall be applicable insofar and for so long as there are mortgages of Units in the Condominium which have been sold or are offered for sale to the Federal National Mortgage Association, hereinafter called FNMA, and said provisions are required, under laws and regulations applicable thereto, to qualify such mortgages for such sale.

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, 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 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 Edgewood 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 preceding 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. one hundred twenty (120) days after seventy-five percent (75%) of the Units have been conveyed to Unit purchasers; or
- b. five (5) 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.

(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. 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, or such longer period of time as may be provided elsewhere in this Master Deed.

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

(xii) 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. Relocation 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 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 specified from time to time by the FNMA.

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.

15. Title to Units. Title to Units may be taken in the name of an individual or in the name of two (2) or more individuals, as tenants in common, joint tenants, or tenants by the entirety, or in the name of a corporation or partnership (limited or general), or in the name of a fiduciary.

16. Combining Contiguous Units. Notwithstanding anything herein otherwise provided, a Unit Owner who owns two or more contiguous (vertically or horizontally) Units may construct openings between said Units in order to physically combine such Units. All work performed in creating such openings shall be done in a good and workmanlike manner, in compliance with all applicable laws, after obtaining all required permits and obtaining written approval of plans and specifications for the proposed work from the Trustees prior to the commencement of such work, and upon such conditions as the Trustees may impose. No work shall be performed which will materially affect the structural integrity of the Condominium, and the Unit Owner performing such work shall indemnify and hold harmless the Trust and all Unit Owners from any loss, claim or liability which they may suffer or incur as a result of such work. Upon completion, the combined Units shall be treated as one Unit for all purposes, and shall have a percentage interest equal to the sum of the percentages of the two Units which have been combined, in furtherance whereof an amendment to this Master Deed shall be prepared, at the subject Unit Owner's expense, and recorded with the Bristol County North District Registry of Deeds. Units so combined may thereafter be restored as separate Units in the same configuration as originally, all as here provided.

17. Units Subject to Master Deed and Condominium Trust. All present and future Unit Owners, tenants, visitors, servants, and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the items of record affecting the title to the property. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Unit Deed, The Declaration of Trust, and the Rules and

Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items of record affecting title to the property, are accepted and ratified by such Unit Owner, tenant, visitor, servant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. A violation of the provisions of this Master Deed, the Unit Deed, the Declaration of Trust, or the Rules and Regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties and obligations of a Unit Owner.

18. Sale or Lease of Units. A Unit Owner may, subject to the restrictions of the Master Deed and this Trust, assign, lease, sell or otherwise transfer all of his interest in his Unit, together with: (i) the undivided interest in the common areas and facilities appurtenant thereto; (ii) the exclusive right of such Unit Owner to use the limited common areas to which said Unit Owner has an exclusive right of use as an appurtenance to his Unit; (iii) the interest of such Unit Owner in any Units theretofore acquired by the Trustees or their designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (iv) the interest of such Unit Owner in any other assets of the Condominium – (i), (ii), (iii) and (iv) above hereinafter collectively called the “Appurtenant Interests” – in the manner set forth below:

A. Subjection to Condominium Documents. Any deed to a purchaser, lease to a lessee, or mortgage to a secured party, shall expressly provide or, in the absence of such, be deemed to provide, that the acceptance thereof shall constitute an assumption of the provisions of the Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated thereunder, as the same may be amended from time to time. Any such lease shall be consistent with the restrictions contained in this Master Deed and shall be deemed to provide that the Trustees shall have the power to evict the tenant in the name of the landlord (i) in the event of default by the tenant in the performance of such lease, (ii) in the event of the creation, continuance or sufferance of a nuisance in or about the premises, or (iii) in the event of a violation of the provisions of this Master Deed, the Declaration of Trust and/or the Rules and Regulations promulgated thereunder.

B. No Partition or Severance. No Unit Owner shall execute any deed, lease, mortgage or other instrument conveying or mortgaging title to his Unit without including therein

the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, leased, transferred or otherwise disposed of, except as part of a sale, lease, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, lease, transfer or other disposition of such part of the Appurtenant Interests of all Units.

19. Conflicting Provisions. If any provisions of this Master Deed shall be invalid or shall conflict with Chapter 183A, as amended, or if any provision of this Master Deed conflicts with any other provision thereof or with any provision of the Declaration of Trust, then the following rules of construction shall be used:

- a. In the event of a conflict between the Master Deed and said Chapter 183A, as amended, the provisions of Chapter 183A shall control;
- b. In the event of a conflict between this Master Deed and the Declaration of Trust, this Master Deed shall control; and
- c. In the event of a conflict in this Master Deed between any numerical voting requirements for action to be taken or avoided as set forth in Section 14 hereof and any other such requirements for action set forth in any provision of this Master Deed or the Declaration of Trust, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control.

20. Invalidity. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

21. Waiver. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

22. Duration. The Condominium hereby created shall terminate only upon the removal of the same from the provisions of said Chapter 183A in accordance with the procedure therefor set

forth in Section 19 of said Chapter, or any successor to such section. The Unit Owners may remove all or a portion of the Condominium from the operation of Chapter 183A of the General Laws as amended from time to time at any annual or special meeting of the Unit Owners by the affirmative vote of ninety percent (90%) in interest of the Unit Owners, provided that notice of the vote on such removal is given in the notice of the meeting; and provided further, that the holders of mortgages of record on Units which have sixty-seven percent (67%) or more of the undivided interest in the Common Areas and Facilities consent to such removal by written instruments duly recorded with the Bristol County North District Registry of Deeds.

IN WITNESS WHEREOF we, the undersigned being a majority of the Trustees of the Edgewood Condominium Trust, having first received the written consent of the Unit Owners entitled to at least seventy-five percent (75%) of the Undivided Interest, all of which are attached hereto, have set our hands and seals this 19 day of November, 2003.

Todd Moore
Todd Moore, Trustee of the Edgewood Condominium Trust

Kathleen Owens
Kathleen Owens, Trustee of the Edgewood Condominium Trust

Marilyn Satkiewicz
Marilyn Satkiewicz, Trustee of the Edgewood Condominium Trust

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

November 19, 2003

Then personally appeared before me the above-named Todd Moore, Kathleen Owens, and Marilyn Satkiewicz and acknowledged the foregoing to be his/her free act and deed.

Shannon Burke
Notary Public
My commission expires:

SHANNON K. BURKE
NOTARY PUBLIC
MY COMMISSION EXPIRES
MAY 7, 2010

EXHIBIT A
TO THE AMENDED AND RESTATED MASTER DEED
OF EDGEWOOD CONDOMINIUM

Description of Phase I and II Land

The land with the buildings thereon situated in Mansfield, Bristol County, Massachusetts, shown as Lot 4 on plan entitled, "Plan of Lot 4 in Elmwood Park, Mansfield, MA" dated July 30, 1980, by R.I.M. Eng. Co., Inc., recorded with Bristol County Northern District Registry of Deeds in Plan Book 189, Page 71, bounded and described as follows:

SOUTHEASTERLY	by a portion of the cul de sac at the terminus of Erick Road, in two courses, measuring, respectively, fifty-two and 36/100 (52.36) feet and twenty-one and 53/100 (21.53) feet;
SOUTHERLY	by Erick Road, two hundred eighty-two and 13/100 (282.13) feet;
WESTERLY	by land shown on said plan as of Elmwood Park Realty, three hundred ninety and 08/100 (390.08) feet;
NORTHERLY	by land shown on said plan as of Robert & Margaret Morrison, in three courses, measuring, respectively, four hundred eighty-seven and 31/100 (487.31) feet, one hundred twenty-nine and 25/100 (129.25) feet, and seventy-eight and 90/100 (78.90) feet; and
SOUTHEASTERLY	by land shown on said plan as of Elmwood Park Realty, five hundred thirteen and 22/100 (513.22) feet.

Containing 196,234 square feet according to said plan.

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

1. Right of way reserved in the deed from Leila G. Atwood to John R. Barns et al dated May 12, 1948, recorded with said Registry of Deeds in Book 906, Page 530;
2. Permit with conditions issued by the Department of Natural Resources of the Commonwealth of Massachusetts dated September 27, 1971, recorded with said Registry of Deeds in Book 1595, Page 305, as affected by Certificate issued by said Department dated April 4, 1973, recorded with said Registry of Deeds in Book 1632, Page 792;

3. Notice of Variance issued by the Town of Mansfield Board of Appeals dated April 18, 1973, recorded with said Registry of Deeds in Book 1632, Page 796;
4. Drainage easement reserved in a deed from Edward M. Stivaletta, Trustee, to Peter Tsimortos et al, Trustees dated January 31, 1974, recorded with said Registry of Deeds in Book 1634, Page 1011;
5. Utility easement granted by Malcolm B. Post, Trustee, to New England Telephone and Telegraph Company dated April 27, 1983, recorded with said Registry of Deeds in Book 2323, Page 65;
6. Rights in others to use Erick Road for all purposes for which streets and ways are commonly used in the Town of Mansfield; and
7. The Condominium Phasing Lease between the Declarant, as lessor, and Edgewood Phasing Lease Holding Trust, as lessee, of even delivery and record with the Original Master Deed.

Said premises have the benefit of the right to use Erick Road and Bonney Lane as shown 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 said Registry of Deeds in Plan Book 123, Pages 53, 54 and 55, for all purposes for which streets and ways are commonly used in the Town of Mansfield in common with all others lawfully entitled thereto.

Description of Phase II Land

The land with the building and other improvements thereon situated in Mansfield, Bristol County, Massachusetts, on Erick Road, shown as Parcel B (Phase II) on a plan entitled "Site Plan Edgewood Condominium Erick Road Mansfield, Mass. Phase II" dated March 2, 1985, by Kenneth E. Benkart, Surveyor, recorded with Phase II Amendment of Master Deed.

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

1. Right of way reserved in the deed from Leila G. Atwood to John R. Barnes et al dated May 12, 1948, recorded with Bristol County Northern District Registry of Deeds in Book 906, Page 530;

2. Permit with conditions issued by the Department of Natural Resources of the Commonwealth of Massachusetts dated September 27, 1971, recorded with said Registry of Deeds in Book 1595, Page 305, as affected by Certificate issued by said Department dated April 4, 1973, recorded with said Registry of Deeds in Book 1632, Page 792;
3. Notice of Variance issued by the Town of Mansfield Board of Appeals dated April 18, 1973, recorded with said Registry of Deeds in Book 1632, Page 796;
4. Utility easement granted by Malcolm B. Post, Trustee, to New England Telephone and Telegraph Company dated April 27, 1983, recorded with said Registry of Deeds in Book 2323, Page 65;
5. Cable Television Easement and Agreement between the Trustees of Edgewood Condominium Trust and Massachusetts Cablevision Systems, Inc. dated November 15, 1984, recorded with said Registry of Deeds in Book 2608, Page 329; and
6. Rights in others to use Erick Road for all purposes for which streets and ways are commonly used in the Town of Mansfield.

Said premises have the benefit of the right to use Erick Road and Bonney Lane for all purposes for which streets and ways are commonly used in the Town of Mansfield in common with all others lawfully entitled thereto.

Description of Sub-Phase IIIA Land

The land situated in Mansfield, Bristol County, Massachusetts, shown as Lot 3 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:

SOUTHERLY	by Erick Road, five hundred eighty-four and no/100
(584.00) feet;	
WESTERLY	by Lot 2 on said plan, two hundred fifty-two and 07/100
(252.07) feet;	

NORTHERLY	by land shown on said plan as of Vincent R. & Leah Moscardelli, in two courses measuring, respectively, thirty-three and $58/100$ (33.58) feet and one hundred ninety-five and $59/100$ (195.59) feet;
WESTERLY	by said Moscardelli land, one hundred twenty-eight and $36/100$ (128.36) feet;
NORTHERLY	by land shown on said plan as of Harold A. & Thelma S. Anderson, in three courses measuring, respectively, one hundred fifty and $35/100$ (150.35) feet, one hundred fifty-five and $48/100$ (155.48) feet and fifty-two and $52/100$ (52.52) feet; and
EASTERLY	by Lot 4 on said plan, three hundred eighty-nine and $18/100$ (389.18) feet.

Containing 196,601 square feet of land according to said plan.

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

1. Right of way reserved in the deed from Leila G. Atwood to John R. Barnes et al dated May 12, 1948, recorded with Bristol County Northern District Registry of Deeds in Book 906, Page 530;
2. Permit with conditions issued by the Department of Natural Resources of the Commonwealth of Massachusetts dated September 27, 1971, recorded with said Registry of Deeds in Book 1595, Page 305, as affected by Certificate issued by said Department dated April 4, 1973, recorded with said Registry of Deeds in Book 1632, Page 792;
3. Notice of Variance issued by the Town of Mansfield Board of Appeals dated April 18, 1973, recorded with said Registry of Deeds in Book 1632, Page 796;
4. Utility easement granted by Malcolm Post, Trustee, to New England Telephone and Telegraph Company dated April 27, 1983, recorded with said Registry of Deeds in Book 2318, Page 330;
5. Rights in others to use Erick Road for all purposes for which streets and ways are commonly used in the Town of Mansfield.

6. The Condominium Phasing Lease between Mansfield Associates Realty Trust, as lessor, and Edgewood Phasing Lease Holding Trust, as lessee, of even delivery and record with the Sub-Phase IIIA Amendment of Master Deed.

Said premises have the benefit of the right to use Erick Road and Bonney Lane for all purposes for which streets and ways are commonly used in the Town of Mansfield in common with all others lawfully entitled thereto.

Description of Sub-Phase IIIB Land

The land situated in Mansfield, Bristol County, Massachusetts, on Erick Road, shown as Parcel B (Sub-Phase IIIB) on a plan entitled "Sub-Phase IIIB Edgewood Condominium Erick Road – Mansfield, Massachusetts" dated May 15, 1986, by Freeman Engineering Co., a division of Hayward – Boynton & Williams, Inc., Surveyors, recorded with Sub-Phase IIIB Amendment of Master Deed.

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

1. Right of way reserved in the deed from Leila G. Atwood to John R. Barnes et al dated May 12, 1948, recorded with Bristol County Northern District Registry of Deeds in Book 906, Page 530;
2. Permit with conditions issued by the Department of Natural Resources of the Commonwealth of Massachusetts dated September 27, 1971, recorded with said Registry of Deeds in Book 1595, Page 305, as affected by Certificate issued by said Department dated April 4, 1973, recorded with said Registry of Deeds in Book 1632, Page 792;
3. Notice of Variance issued by the Town of Mansfield Board of Appeals dated April 18, 1973, recorded with said Registry of Deeds in Book 1632, Page 796;
4. Utility easement granted by Malcolm Post, Trustee, to New England Telephone and Telegraph Company dated April 27, 1983, recorded with said Registry of Deeds in Book 2318, Page 330;
5. Rights in others to use Erick Road for all purposes for which streets and ways are commonly used in the Town of Mansfield.
6. Order of Conditions issued by the Mansfield Conservation Commission dated March 31, 1986, recorded with said Registry of Deeds in Book 2960, Page 209, as

supplemented by Revised Order of Conditions issued by said Commission dated April 15, 1986, recorded with said Registry of Deeds in Book 2976, Page 303.

Said premises have the benefit of the right to use Erick Road and Bonney Lane for all purposes for which streets and ways are commonly used in the Town of Mansfield in common with all others lawfully entitled thereto.

Description of Sub-Phase IIIC Land

The land situated in Mansfield, Bristol County, Massachusetts, on Erick Road, shown as Parcel C (Sub-Phase IIIC) on a plan entitled "Sub-Phase IIIC Edgewood Condominium Erick Road – Mansfield, Massachusetts" dated July 15, 1986, by Freeman Engineering Co., a division of Hayward – Boynton & Williams, Inc., Surveyors, recorded with Sub-Phase IIIC Amendment of Master Deed.

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

1. Right of way reserved in the deed from Leila G. Atwood to John R. Barnes et al dated May 12, 1948, recorded with Bristol County Northern District Registry of Deeds in Book 906, Page 530;
2. Permit with conditions issued by the Department of Natural Resources of the Commonwealth of Massachusetts dated September 27, 1971, recorded with said Registry of Deeds in Book 1595, Page 305, as affected by Certificate issued by said Department dated April 4, 1973, recorded with said Registry of Deeds in Book 1632, Page 792;
3. Notice of Variance issued by the Town of Mansfield Board of Appeals dated April 18, 1973, recorded with said Registry of Deeds in Book 1632, Page 796;
4. Utility easement granted by Malcolm Post, Trustee, to New England Telephone and Telegraph Company dated April 27, 1983, recorded with said Registry of Deeds in Book 2318, Page 330;
5. Rights in others to use Erick Road for all purposes for which streets and ways are commonly used in the Town of Mansfield.
6. Order of Conditions issued by the Mansfield Conservation Commission dated March 31, 1986, recorded with said Registry of Deeds in Book 2960, Page 209, as

supplemented by Revised Order of Conditions issued by said Commission dated April 15, 1986, recorded with said Registry of Deeds in Book 2976, Page 303.

Said premises have the benefit of the right to use Erick Road and Bonney Lane for all purposes for which streets and ways are commonly used in the Town of Mansfield in common with all others lawfully entitled thereto.

EXHIBIT B
TO THE AMENDED AND RESTATED MASTER DEED
OF EDGEWOOD CONDOMINIUM
UNIT DESCRIPTION AND FEATURES

<u>Unit</u> <u>Number</u>	<u>Unit</u> <u>Type*</u>	<u>Floor(s) **</u>	<u>No. of</u> <u>Rooms***</u>	<u>Approx.</u> <u>Area Sq. Ft.</u>	<u>Unit</u> <u>Percentage</u>
1	TH1.5	B, 1st, 2nd	4	1540	0.952
2	TH1.5	B, 1st, 2nd	4	1540	0.952
3	TH1.5	B, 1st, 2nd	4	1540	0.952
4	TH1.5	B, 1st, 2nd	4	1540	0.952
5	TH1.5	B, 1st, 2nd	4	1540	0.952
6	TH1.5	B, 1st, 2nd	4	1540	0.952
7	TH1.5	B, 1st, 2nd	4	1540	0.952
8	TH1.5	B, 1st, 2nd	4	1540	0.952
9	TH1.5	B, 1st, 2nd	4	1540	0.952
10	TH1.5	B, 1st, 2nd	4	1540	0.952
11	TH1.5	B, 1st, 2nd	4	1540	0.952
12	TH1.5	B, 1st, 2nd	4	1540	0.952
14	RS	G	5	1070	0.952
15	RS	G	5	1070	0.952
16	RS	G	5	1070	0.952
17	RS	G	5	1070	0.952
18	RS	1st	5	1070	0.952
19	RS	1st	5	1070	0.952
20	RS	1st	5	1070	0.952
21	RS	1st	5	1070	0.952
22	RS	2nd	5	1070	0.952
23	RS	2nd	5	1070	0.952
24	RS	2nd	5	1070	0.952
25	RS	2nd	5	1070	0.952

EXHIBIT B CONTINUED

<u>Unit</u> <u>No.</u>	<u>Unit</u> <u>Type*</u>	<u>Floors**</u>	<u>No. of</u> <u>Rooms***</u>	<u>Approx.</u> <u>Area Sq. Ft.</u>	<u>Unit</u> <u>Percentage</u>
26	TH2	B, 1st, 2 nd	4	1540	0.952
27	TH2	B, 1st, 2nd	4	1540	0.952
28	TH2	B, 1st, 2nd	4	1540	0.952
29	TH2	B, 1st, 2nd	4	1540	0.952
30	TH2	B, 1st, 2nd	4	1540	0.952
31	TH2	B, 1st, 2nd	4	1540	0.952
32	TH2	B, 1st, 2nd	4	1540	0.952
33	TH2	B, 1st, 2nd	4	1540	0.952
34	TH2	B, 1st, 2nd	4	1540	0.952
35	TH2	B, 1st, 2nd	4	1540	0.952
36	TH2	B, 1st, 2nd	4	1540	0.952
37	TH1.5	B, 1st, 2nd	4	1540	0.952
38	TH1.5	B, 1st, 2nd	4	1540	0.952
39	TH1.5	B, 1st, 2nd	4	1540	0.952
40	RS	1st	5	1070	0.952
41	RS	1st	5	1070	0.952
42	RS	1st	5	1070	0.952
43	RS	1st	5	1070	0.952
44	RS	2nd	5	1070	0.952
45	RS	2nd	5	1070	0.952
46	RS	2nd	5	1070	0.952
47	RS	2nd	5	1070	0.952
48	RS	3rd	5	1070	0.952
49	RS	3rd	5	1070	0.952
50	RS	3rd	5	1070	0.952
51	RS	3rd	5	1070	0.952

EXHIBIT B CONTINUED

<u>Unit</u>	<u>Unit</u>		<u>No. of</u>	<u>Approx.</u>	<u>Unit</u>
<u>No.</u>	<u>Type*</u>	<u>Floors**</u>	<u>Rooms***</u>	<u>Area Sq. Ft.</u>	<u>Percentage</u>
52	RS	1st	5	1077	0.952
53	RS	1st	5	1065	0.952
54	RS	1st	5	1073	0.952
55	RS	1st	5	1047	0.952
56	RS	2nd	5	1075	0.952
57	RS	2nd	5	1065	0.952
58	RS	2nd	5	1078	0.952
59	RS	2nd	5	1064	0.952
60	RS	3rd	5	1074	0.952
61	RS	3rd	5	1057	0.952
62	RS	3rd	5	1067	0.952
63	RS	3rd	5	1054	0.952
64	TH2	B, 1st, 2nd	4	1542	0.952
65	TH2	B, 1st, 2nd	4	1540	0.952
66	TH2	B, 1st, 2nd	4	1552	0.952
67	TH2	B, 1st, 2nd	4	1549	0.953
68	TH2	B, 1st, 2nd	4	1545	0.953
69	TH2	B, 1st, 2nd	4	1529	0.953
70	TH2	B, 1st, 2nd	4	1536	0.953
71	TH2	B, 1st, 2nd	4	1555	0.953
72	TH2	B, 1st, 2nd	4	1549	0.953
73	TH2	B, 1st, 2nd	4	1538	0.953
74	RS	1st	5	1063	0.953
75	RS	1st	5	1074	0.953
76	RS	1st	5	1104	0.953
77	RS	1st	5	1075	0.953

EXHIBIT B CONTINUED

<u>Unit</u>	<u>Unit</u>		<u>No. of</u>	<u>Approx.</u>	<u>Unit</u>
<u>No.</u>	<u>Type*</u>	<u>Floors**</u>	<u>Rooms***</u>	<u>Area Sq. Ft.</u>	<u>Percentage</u>
78	RS	2nd	5	1064	0.953
79	RS	2nd	5	1076	0.953
80	RS	2nd	5	1065	0.953
81	RS	2nd	5	1070	0.953
82	RS	3rd	5	1062	0.953
83	RS	3rd	5	1077	0.953
84	RS	3rd	5	1061	0.953
85	RS	3rd	5	1077	0.953
86	TH2	B, 1st, 2nd	4	1532	0.953
87	TH2	B, 1st, 2nd	4	1532	0.953
88	TH2	B, 1st, 2nd	4	1566	0.953
89	TH2	B, 1st, 2nd	4	1557	0.953
90	RS	1st	5	1066	0.953
91	RS	1st	5	1074	0.953
92	RS	1st	5	1068	0.953
93	RS	1st	5	1069	0.953
94	RS	2nd	5	1071	0.953
95	RS	2nd	5	1071	0.953
96	RS	2nd	5	1069	0.953
97	RS	2nd	5	1069	0.953
98	RS	3rd	5	1066	0.953
99	RS	3rd	5	1073	0.953
100	RS	3rd	5	1068	0.953
101	RS	3rd	5	1069	0.953

EXHIBIT B CONTINUED

<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>
102	TH2	B, 1st, 2nd	4	1570	0.953
103	TH2	B, 1st, 2nd	4	1578	0.953
104	TH2	B, 1st, 2nd	4	1579	0.953
105	TH2	B, 1st, 2nd	4	1576	0.953
106	TH2	B, 1st, 2nd	4	1580	<u>0.953</u>
					100.00

Unit Access

The common areas to which each Unit has immediate access is shown on the Condominium plans recorded with each Phasing Amendment.

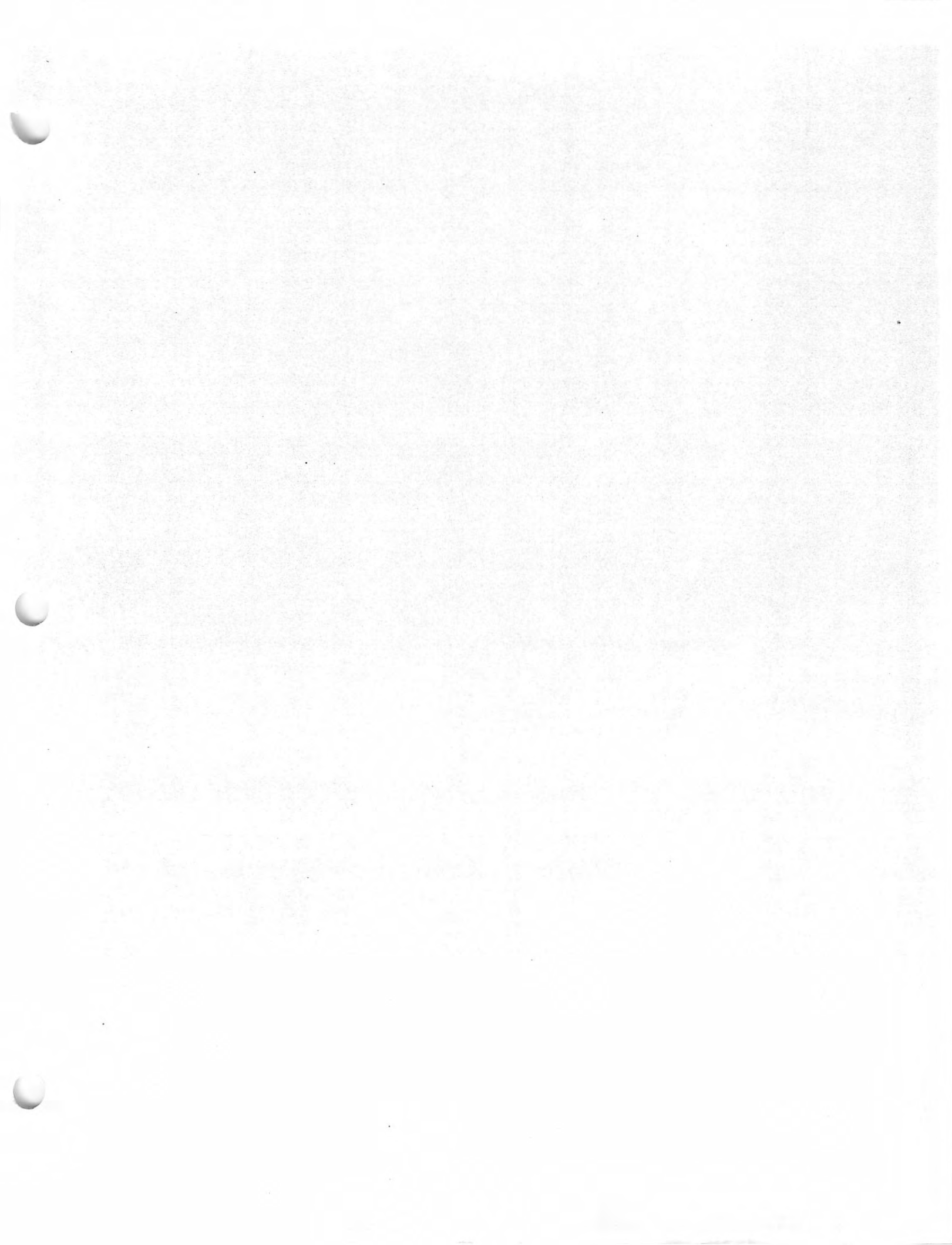
* Unit Type Designation is:

- TH1.5 – Town House Unit with one and one-half baths
- TH2 – Town House Unit with two full baths
- RS – Ranch Style Unit

**Floor abbreviations are:

- B – Basement level
- 1st – First floor level
- 2nd – Second Floor level
- 3rd – Third Floor level

***The figures for number of rooms do not include basements or bathrooms. Each Town House Unit (whether with one and one-half or two full baths) has a full basement. Each Ranch Style Unit has two bathrooms.





Handbook for Owners and Residents

Edgewood Condominium Trust

May 2023

TABLE OF CONTENTS

- Foreword..... 1
- Message From The Trustees 1
- important contact information..... 2
- What Is A Condominium? 2
 - Emergencies 3
- Condo Documents..... 3
 - Master Deed..... 3
 - Unit Deed..... 3
 - Declaration of Trust and By-Laws (Trust) 4
- Formal Structure Of The Condominium..... 4
 - Property Description 4
- Initial Occupancy 4
 - Resident Portal 5
 - Keys 5
 - Services 5
 - Mail 5
 - General..... 5
 - Move In/Out Procedures 5
 - Leasing 6
- Governance 6
 - The Board of Trustees 6
 - Current Trustees 6
- Management 6
 - Management Office Address and Phone Number: The Dartmouth Group 7
- Condominium Fees..... 7
 - Late Fee Policy 8
- Common Areas 8
- Limited Common Areas 9
- General Procedures 9
 - Absences and Vacations..... 9

TABLE OF CONTENTS

Trash Removal	9
Cleanway Services 866-443-6700 – Items not allowed in dumpsters.....	9
Mansfield Green – Recycling Large or items not allowed in dumpsters	10
Staples – Recycling of various electronics.....	11
2023 Resident Train/Recycling Sticker and Dog Licensing Information	11
Parking	11
Handicap Parking.....	11
Vehicle Parking.....	12
Drivers.....	12
Pedestrians (Especially Children)	12
Mail and Deliveries.....	12
Laundry Facilities.....	12
Keys	13
Heating And Cooling System	13
Fireplaces.....	13
Fire Alarm System	13
Extermination.....	14
Hazardous Materials	14
Property Manager	14
Pets.....	14
Decks	15
Grills.....	15
Noise	15
Intercom Systems.....	16
Improvements, Alterations or Additions to Units	16
Windows and External Doors.....	16
Roof Access.....	17
Dryer Ducts.....	17
Insurance.....	17
Master Insurance.....	17

TABLE OF CONTENTS

- Processing a Master Policy Claim 17
- Unit Owner Maintenance Responsibility 18
 - General Information 19
 - Fire..... 19
 - Wind Storms 19
 - Water Leaks 19
 - Electricity 20
 - No Electricity 20
 - Snow Removal 20
 - Winterizing..... 20
 - Landscaping 21
 - Lighting 21
 - Maintenance And Repair 21
 - Meetings..... 21
- Complaints and Fines 21
 - Complaints..... 21
 - Fines..... 21

FOREWORD

The Edgewood Condominium Board of Trustees for the benefit of all owners and residents of Edgewood Condominium has prepared this handbook. It contains important telephone numbers, general information about the property and its policies and procedures. It is intended to supplement the Edgewood Condominium Master Deed and Declaration of Trust that were amended and restated as of December 31, 2003 and the Rules and Regulations (collectively "Condominium Documents"). Each owner and resident should thoroughly review the Condominium Documents. In case of conflict, discrepancy or lack of clarity in this Handbook and the Condominium Documents, the Condominium Documents shall control.

In the event that you sell or lease your unit, this copy of the Resident Handbook and the Condominium Documents should be given to the new owner or tenant.

MESSAGE FROM THE TRUSTEES

Edgewood Condominium is a beautiful and comfortable community. All of us who live here value the convenience of condominium living, the surroundings and the friendliness of a small community of neighbors. As members of Edgewood Condominium community, it is the obligation of all of us to maintain those standards.

Condominium living is not just a housing decision, but also a lifestyle choice. It is different from living in a single family home. The value of our investment in our homes is dependent, in large part, on the investment of all members of the community in their homes and the common property.

We live in close proximity to our neighbors; therefore, our actions have more immediate effect on others. The actions of our neighbors affect our individual quality of living and the value of our property. Similarly, our own actions have an impact on our neighbors.

There are many conveniences of condominium living, including escape from some of the chores of home ownership such as landscape maintenance, snow removal and external repairs. In return for these conveniences, we must sacrifice some individual prerogatives and accept some responsibility to the community. It is incumbent upon all of us to do our best to maintain the value of our property, keep the costs of it operation in line, and to show respect for our neighbors.

This Handbook is one way to convey our common community values. It contains information about our method of governing and the manner in which we choose to regulate ourselves. It has information about the resources available to members of the Association for maintaining our property. Please take the time to read this Handbook and help support a wonderful community.

THANK YOU FROM THE TRUSTEES!

IMPORTANT CONTACT INFORMATION

Entity	Address/Email/Website	Phone
Mansfield Police Department	500 East St, Mansfield, MA 02048	911 508-261-7300 -Non Emergency Fax 508-339-1031
Mansfield Fire Department	500-A East Street Building A Mansfield, MA 02048	911 508-261-7321 - Non Emergency
The Dartmouth Group Office	4 Preston Ct #101, Bedford, MA 01730	781-275-3133
Mansfield Electric	125 High St Unit #1, Mansfield, MA 02048	781-261-7361
Mansfield Water	500-B East St, Mansfield, MA 02048	781-261-7376
Town of Mansfield Website	https://www.mansfieldma.com/	
Cleanway Services – Trash Removal	Please see trash removal section for details on how to dispose of items not allowed in dumpsters	866-443-6700
Client Services for Emergencies		781-275-3133
Client Services for Maintenance Request, Complaint, Other	clientservices@thedartmouthgroup.com	781-275-3133
Portfolio Manager Matt Larson		781-275-3133
Property Manager Courtney Malboeuf		781-275-3133

Please make sure to register with the Dartmouth Group online (<http://www.thedartmouthgroup.com/>) to make sure you receive all notices and communications via email.

WHAT IS A CONDOMINIUM?

The term condominium may be defined generally as a system of separate ownership of individual units in a multi-unit development. The owner of a condominium unit owns not only the unit described in his/her deed but also has an undivided interest in the "common areas and facilities" of the condominium which may be defined generally as those facilities which serve all owners of the units in the condominium. These facilities may include land, driveway, walkways, lobbies, exterior foundations, exterior walls, exterior roofs, piping and mechanical systems serving the entire building. The common areas for your complex are specifically defined in the Master Deed.

There are certain expenses for the overall operation of the condominium for such things as electricity, water, maintenance of the grounds, maintenance of the building, personnel and insurance. These are called common expenses and are shared by all of the unit owners. This percentage interest, known as the beneficial interest, has been set forth in the Master Deed. Such common expenses are paid on a regular basis (usually monthly) directly to the Trust.

Emergencies

In case of emergencies, always notify the proper authority immediately, and then notify the managing agent. The Dartmouth Group's number, 781-275-3133, is in use 24-hours per day. Generally, a situation that poses a danger to the health and safety of the residents and/or the community is considered an emergency. The following policy for emergency response has been developed in order to provide residents with a clear understanding of the managements' responsibilities in dealing with emergencies.

Emergencies that will be responded to immediately:

- Fire
- Plumbing leaks causing immediate danger to life or property
- Entire building blackout or brown out providing the blackout only occurred on the property and not the Town
- Sewer backup

CONDO DOCUMENTS

The Edgewood Condominium was established by a Master Deed dated April 2, 1984, recorded with the Bristol County, North District, Registry of Deeds in Book 2467, Page 88, and an Amended and Restated Master Deed dated November 19, 2003, was recorded with said Registry in Book 13110, Page 29. The Edgewood Condominium Trust was established under a Declaration of Trust dated April 2, 1984, recorded at the Bristol County, North District Registry of Deeds in Book 2467, Page 122, and an Amended and Restated Edgewood Condominium Declaration of Trust dated November 19, 2003, recorded with said Registry in Book 13110, Page 148.

Master Deed

The Master Deed is the basic legal document submitting the property to condominium status and providing for the administration of the condominium. Chapter 183A of the general laws designates the required contents of this document, which include complete descriptions of the land and buildings(s) intended for the condominium use (including common elements and areas) and the percentage interest of each unit therein, floor plans, a statement of the purpose for which the buildings(s) and units are intended, restrictions on the use of a unit, the method of amending the Master Deed and the name of the organization which will manage and regulate the condominium. The Trust itself is governed by a Board of Trustees elected by and from the unit owners.

Unit Deed

The Unit Deed is the instrument by which contains all the normal elements of a deed but applies to one unit in the condominium. In addition, Chapter 183A requires that it include a reference to the condominium, a description of the land or the address of the property, the designation of the unit in the Master Deed, a statement for the uses for which it is intended and any restriction on its use and

the interest of the unit in the common elements of the condominium. Note that the initial deed of each unit must also have attached a copy of the floor plans recorded with the Master Deed showing the designation of the unit being conveyed and adjacent units and depicting the layout, location, dimensions, approximate area, main entrance to the unit as well as the immediate common area to which it has access.

Declaration of Trust and By-Laws (Trust)

In contrast to the Master Deed, which provides a description of the basic structure of the Trust, which includes the By-Laws, sets forth the details and provisions that govern the operation and administration of the Condominium. The Trust may provide:

The method of providing for the necessary maintenance, repair and replacement of the common elements and payments thereof.

The manner of collecting from the unit owners their shares of the common expense.

The method of adopting and amending the administrative rules and regulations governing the details of the operation and use of the common elements.

Such restrictions on and requirements respecting the use and maintenance of the units and the use of the common elements not set forth in the Master Deed.

In addition to the various provisions required by law, the By-laws and Declaration of Trust include many other provisions deemed necessary for the management and regulation of the Trust. These include items such as procedures to follow in case of fire or other casualty loss in which reconstruction is necessary, procedures and requirement to elect trustees, as well as other provisions deemed necessary to maintain and govern the condominium.

FORMAL STRUCTURE OF THE CONDOMINIUM

Property Description

The Condominium is comprised of 105 residential units. The legal address is 4, 6 and 10 Erick Road, Mansfield, MA 02048.

The Condominium property contains common areas in which the unit owners hold an undivided interest and the Units. These common areas basically consist of the entire property exclusive of the Units, which basically consist of, but are not limited to, the grounds (landscaping, walkways, parking lots, etc.), roofs, exterior walls, foundations, hallways in the ranch buildings and utility mains. For a complete and detailed description of the exact common areas, please refer to the Master Deed.

INITIAL OCCUPANCY

The process of moving in needs to be addressed carefully, as there are many details to coordinate which can make for smooth sailing or for rough seas.

Resident Portal

Owners can continue to use the unit owner portal www.mydartmouthgroup.com to find documents, check/pay their balance and submit maintenance requests online.

The Dartmouth Group will provide you with a username and password. If you have not received this information, please contact The Dartmouth Group via email or phone in the contact information on Page 2.

Keys

Keys should be delivered to you at the time of closing by the seller. Be sure to receive a unit door key (or keys if more than one different lock), a key to the main entrance door if the unit is a ranch style, and a mailbox key.

Services

You should notify all utility services (water and electric) to switch over the meters to your name as of the day of the closing.

Mail

You should notify the U.S. Post Office of your new address two weeks in advance to allow for new delivery. Be sure to notify The Dartmouth Group of the exact name(s) you would like on the directory.

General

It is very important to provide management, upon your arrival at the building, with the following information; names of permanent residents, unit phone number, business (day) phone number, emergency contacts and auto information (make/model and plate number). Management should also be notified whenever this information changes. Townhouse owners please be advised that your main electric meter and your telephone line main feed is located in the basement of the ranch building (usually the one closest to your townhouse). The managing agent needs to be contacted to allow you access to these areas. The management company will provide you with emergency information sheets that you are required to complete under Massachusetts Condominium Law 183A. This form should be returned to the management company as soon as possible.

Move In/Out Procedures

Your anticipated move-in/out date must be given to management as early as 10 days in advance of your move. There is a \$75.00 move-out fee payable to Edgewood Condominium Trust. This is an administrative fee. This fee will also be charged to unit owners that lease out their unit and who have renters that move out.

Leasing

Units may ONLY be leased with prior, written consent by the Trustees, violators are subject to fines. Please review Section 10(c) of the Amended and Restated Master Deed for all restrictions and requirements before entering any agreement for occupancy of a unit.

GOVERNANCE

The By-laws of the Edgewood Condominium Trust provide that the Board of Trustees manage the Condominium and property. These Trustees are elected by the Unit Owners, represent the interest of the unit owner and have volunteered their time to maintain the economic and physical condition of the condominium.

The Board of Trustees

The Board consists of five Trustees who are non -paid volunteers who donate their time to the running of the property. The positions are generally filled by a vote of the unit owners at the annual unit owners meeting. The terms of the Trustees are for three years. The Annual Unit Owners Meeting is held in February. At this meeting vacancy positions on the Board are filled (voted in) and the operating budget for the current year is presented. This meeting is an occasion at which all unit owners are assembled to discuss the past, present and future operation of the condominium, additional specific projects, or to provide a general update of the activities of the condominium.

Current Trustees

Trustee	Term
Mark Renkert	2/2023-2/2026
Melissa Moulton	2/2023-2/2026
Thomas Hutchinson	2/2023-2/2025
Elizabeth Langevin	5/2023-2/2024
Sean Symanski	5/2023-2/2024

According to the Declaration of Trust, Article VI, of By-Laws, the Board of Trustees is given very specific powers in dealing with the Trust property. The overall role of the Trustees is to protect, maintain and enhance the property through sound business decisions made after they have had the chance to review information presented to them from the managing agent or other consultants hired by them. They also direct the managing agent in its responsibilities at the property.

MANAGEMENT

The Board has engaged the services of The Dartmouth Group as the Managing Agent for the Trust. The Dartmouth Group works under the direction of the Trustees to carry out the actual management and maintenance responsibilities. Included in these responsibilities are the collection of the Common Area Charges (condominium fees), maintenance of the common areas (hallway, grounds, roof, main

mechanical systems), and restoration projects as needed. If you have a problem which you believe is a common area problem or which will affect the common areas, you should contact the property manager.

Management Office Address and Phone Number: The Dartmouth Group

4 Preston Court, Suite 101

Bedford, MA 01730

781-275-3133 office/emergency

<http://www.mydartmouthgroup.com/>

In order for The Dartmouth Group to respond to a concern, every maintenance call must be placed through the office. Please do not request condominium services from the maintenance personnel on the property. Regular business must be taken up during the standard workweek, however, if you have a common area emergency that requires immediate attention, contact The Dartmouth Group at 781-275-3133. If this is after regular business hours, please provide your name, address, the name of the condo and the nature of the problem. The operator will page the on-call person and they will call you back, so please be available to receive their call. This service is available 24 hours a day, seven days a week for emergencies. (Please be sure to give the answering service the telephone number where you can be reached in case you are not at home.)

CONDOMINIUM FEES

The cost to operate the condominium is paid monthly by every unit owner. Edgewood Condominium Trust is a nonprofit organization that is dependent upon fee income to pay its bills. Each month these fees are collected, and bills are paid. Payments must be made promptly on or before the first of every month.

All payments should be made out to "Edgewood Condominium Trust" and mailed to:

Edgewood Condominium Trust

C/o The Dartmouth Group

PO Box 66094

Phoenix, AZ 85082-6094

DO NOT make payment out to The Dartmouth Group.

Payment should be made by mailing your check, with the appropriate coupon, to the address shown on the coupon book. Please remember to note the unit address on the front of the check. Payments can also be made under the Resident Portal:

Website: <https://www.mydartmouthgroup.com>

Direct access link:

[/https://www3.senearthco.com/index.cfm?fuseaction=home.sign_in&mgtCompanyName=tdg](https://www3.senearthco.com/index.cfm?fuseaction=home.sign_in&mgtCompanyName=tdg).

A fifty dollar (\$50.00) fee is assessed for any check returned by the Bank for any reason.

Any costs associated with the collection of past due accounts will be charged to the owner, including legal fees.

Late Fee Policy

In accordance with the powers vested in the Trustees under Article V, Section 1 of Edgewood Condominium Trust By-laws, the following procedures will apply in any cases where a unit owner does not make his/her payment of maintenance fees and assessments in a timely manner:

Your condo fees are due & payable on the 1st day of the month and are considered late if we do not receive them on or before the 15th day of the month. A late fee of \$25 will be assessed to your account if we have not received your payment in full by the 15th day of the month. Your account will be turned over to the attorney for collection if your fees are 45 days late without further notice. You will be responsible for all attorney fees in any attempt to collect a debt. Your condominium fee will be applied to your oldest debt including condominium supplement fees, assessments, late fees, violation fees, damages, etc.

COMMON AREAS

The common areas of Edgewood Condominium Trust are as described in the Condominium Documents. Individual unit owners will be liable for any damage to common areas caused by them including damage caused by moving/transportation of possessions or negligence.

Pet waste must be removed immediately. Any unit owner that leaves pet waste on the grounds or causes damage to the lawns will be subject to fines.

No items may be attached to the vinyl siding under any circumstances. The sidewalks, entrances, hallways, driveway/and or passages must not be obstructed in any manner or used for any purpose other than ingress or egress. Cable may not be run along the exterior of the siding without written approval from the Board.

Residents shall not store firewood on their decks or any place on the common grounds.

Delivery trucks are not allowed to drive on the lawns to access the back decks.

Owner/Occupant is not allowed on the roof or allowed to use the roof for any purpose.

Any recreational activity in common or parking areas are solely at the risk of the individual.

Residents shall not mar, damage, destroy, deface or engrave any part of the complex.

LIMITED COMMON AREAS

The decks on the townhouse units and the entry doors to all units are limited common areas for the exclusive use of the unit owner. However, unit owners may not attach any item to the exterior of decks or paint, nail, obstruct, destroy or efface any limited common area, without the express permission of the Board.

GENERAL PROCEDURES

Absences and Vacations

If you are planning an extended absence from your unit, you should take a number of precautions to help safeguard your home. Please leave your heat set at 62° in the winter to prevent pipes from freezing. Please leave the cupboard doors under your kitchen & bathroom sinks open during the winter months to avoid frozen pipes. You should consider having a friend or neighbor check your unit from time to time to make certain all is well. If you plan to be away from your home for more than a few days, please turn off the water to any appliance that could leak.

Trash Removal

Each parking lot at Edgewood Condominium Trust is supplied with two (2) dumpsters. These dumpsters are for use by residents of Edgewood Condominium only. All usual household trash must be bagged securely in plastic bags and placed in the dumpster. Please put the trash as far back in the dumpster as possible. Please do not leave trash around the dumpster. Trash is picked up on a weekly basis.

Bulk or large items may not be disposed of in or around the dumpsters, and the Trust recommends the **unit owners take advantage of the Town of Mansfield's Recycling park, "The Mansfield Green."** To make use of the park it is required that you obtain a permit sticker (for your car) from the Town of Mansfield at the Town Hall. If you have large items such as old washing machines or dryers, check with the Town of Mansfield to see if such items may be dropped off at the park. The Mansfield Green will normally be the cheapest option to dispose of large items or some hazardous materials.

Massachusetts Law prohibits the disposal of certain electronic equipment in the dumpster such as computers, televisions, etc.

If you have an item that needs disposal that cannot fit or should not be put into a dumpster the following options are available:

Cleanway Services [866-443-6700](tel:866-443-6700)– Items not allowed in dumpsters

Couch/Sofa \$80.00

Mattresses/box spring \$160.00

Chair \$30.00

Table \$50.00

TV/Computer Monitor \$65.00

Appliance \$175.00

Mansfield Green – Recycling Large or items not allowed in dumpsters

Mansfield Green is the town's recycling park and compost area.

Some of the items accepted:

- Cardboard
- Clothing and textiles
- Fluorescent light bulbs (these should never be placed in the trash)
- Glass
- Large metal and steel items, such as grills, bicycles, and bed frames
- Large pieces of Styrofoam (polystyrene)
- Motor oil
- Plastic items 1, 2, 3, 4, 5, 6, 7
- Propane tanks (sticker purchase required)
- Tires (sticker purchase required)
- TVs and computer monitors (sticker purchase required)
- White goods that contain Freon, such as refrigerators, humidifiers, and air conditioners (sticker purchase required)
- White goods that do not contain Freon, such as washers, dryers, dishwashers (no sticker purchase required)

Items not accepted:

- Construction and demolition debris
- Lumber
- Plastic bags

A detailed list of accepted and not accepted materials, fees and requirements is listed on their website:

<https://www.mansfieldma.com/252/Mansfield-Green-Recycling-Park-Compost-A>

Please note that an annual Mansfield Resident Sticker is required for most items disposed at the Mansfield Green. See section on 2023 Resident Train/Recycling Sticker and Dog Licensing Information.

Staples – Recycling of various electronics

Staples has a recycling program where you can drop off various electronics. Please see their website for details <https://www.staples.com/deals/it-s-recycling-day-every-day/BI3000592>

2023 Resident Train/Recycling Sticker and Dog Licensing Information

2023 Resident Train Parking/Green stickers will become available on Thursday, December 1, 2022. Train station stickers are free. Please note that parking in resident parking spaces are \$3.00 per day, \$4.00 in public parking spaces. Combination train parking and access to the recycling center are \$20.00 (over the age of 62 is free). Current vehicle registration reflecting a Mansfield address is necessary to obtain a resident sticker.

2023 Dog Licenses will become available on Thursday, December 1, 2022. Proof of current rabies vaccination is necessary in order to license your dog. Dog license fees is \$10 for spayed/neutered dogs and \$15 for non-spayed/non-neutered dogs. The online payment system can be found here: <https://unipaygold.unibank.com/customerinfo.aspx>

Please contact the Town Clerk's Office at 508-261-7345 or email townclerk@mansfieldma.com for more info.

Parking

Edgewood Condominium Trust does not assign parking spaces to unit owners; however, all vehicles parked long term (more than 3 overnights in a 7-day period) must be registered to a resident of the property and information must be on file with the Dartmouth Group. Any vehicles unknown to management and left on the **property are subject to towing at the owner's expense.**

Please be courteous to your neighbors; park in the closest available spots to your units and instruct guests to park further away from main entrances where there are more available spots.

Handicap Parking

There are multiple signs on the property that are designated specifically for handicap parking. Please be courteous and allow the intended individuals to utilize these spaces. Even though Edgewood is a private community, the police still have the authority to issue citations to those who abuse the handicap spaces. Handicap spaces are clearly marked and are only for those requiring such space.

Vehicle Parking

Vehicles that display advertisements, company logos or signage of any kind are not permitted to park overnight at Edgewood without Board approval. Also, vehicles must maintain an active registration and insurance in order to use the parking facility. Your cooperation will ensure that you and your guests and visitors will have ample parking. You must not block or park in the fire lanes. Illegally parked vehicles will be towed at the owner's expense. Repair of vehicles is not permitted within the complex. Any unregistered vehicle, trailer, boat or recreational vehicle cannot be parked at Edgewood Condominium without Board approval. Please observe the stop signs, do not enter, one way and speed limit (10 mph) within the complex.

Drivers

Please drive slow and be alert for pedestrians. The property has many blind spots and at times solar glare. When entering the complex at 4 Erick Rd and 6/10 Erick Rd make sure to look to the hill on the right for pedestrians and vehicles.

Pedestrians (Especially Children)

Please be on alert for vehicles – just because you see them, it does not mean they see you. Two **particular areas of concern are the hills leading down to the entranceways from Erick Rd ... be ready to yield to vehicles (they may not see you).**

Mail and Deliveries

Mailboxes are located at the driveway entrance between 6 & 10 and in back of 4. Unit owners are responsible for their own mail and package delivery.

Please do not leave any "junk mail" on the ground. If you lose your mailbox key, contact the Mansfield Post Office for a replacement. If you experience mail delivery issues or undelivered packages, contact the Mansfield Post Office: (508) 339-6942.

Damage to the property caused by delivery personnel such as moving trucks or appliance delivery are the responsibility of the unit owner. Damage to the common area will be repaired and all charges will be billed to the unit owner.

Laundry Facilities

Each unit is equipped with hookups for a washer and dryer. Unit owners must use "no burst" hoses and the valves to the washing machine should be turned off when not in use. Failure to shut off the valves could cause the hoses to fail or the machine to start leaking. This could cause damage to the unit and/or other units and the building. Inspection of washing machine hoses on a regular basis and replacing them as needed can also prevent water leaks. It is also strongly suggested that you clean out the lint filter on your dryer since a dirty/full lint filter can cause a fire.

Keys

Occasionally access will be needed into your unit (for such things as fire alarm system checks). The Trust will let you know in advance when access will be needed. If you cannot be home at that time, arrangements must be made by you to give the key to a neighbor.

Heating And Cooling System

Each unit is heated by electric baseboard heaters. They are actuated by a thermostat either on an opposing wall or attached to the heater itself (bathrooms). Periodic dusting of the baseboard heater WITH THE HEATER OFF will prevent the smell associated with the heater when first starting up after non-use for a length of time. DO NOT place anything on top of or near the baseboard heaters since it could cause the items to ignite. Air conditioners may be placed in the "sleeve/duct" in the living room and master bedroom. It is at the Unit Owner's discretion to cover the air conditioner "sleeve/duct" on the outside of the unit if they choose to do so, however no unsightly (ripped) covers shall be allowed.

Fireplaces

Each unit has a fireplace. No firewood may be stored outside. It is the Unit Owner's responsibility to have their chimney cleaned periodically depending on the use. Chimneys should be inspected periodically; fireplace/flue should be cleaned after two to three cords of wood are burned or every two years (if used regularly).

DO NOT CLOSE THE FLUE AFTER USING THE FIREPLACE UNTIL YOU ARE ABSOLUTELY SURE THE FIRE IS TOTALLY OUT! DO NOT LEAVE YOUR UNIT WHILE THE FIRE IS STILL GOING, A SPARK COULD IGNITE THE RUG OR OTHER ITEMS!

It is highly recommended that any owner intending on using his/her fireplace have a fire suppressant or fire extinguisher. Clean up of ashes is the responsibility of the owner. DO NOT THROW HOT ASHES INTO THE DUMPSTER! Ashes, only after they are entirely cooled down, may be sealed in a bag and thrown into the dumpster.

Fire Alarm System

As required by law, there are fire extinguishers in the common area outside the ranch style units. If you use one of these extinguishers, you must contact the management company on the next business day so that it can be recharged. The Mansfield Fire Department recommends that you keep a class ABC general-purpose extinguisher in good working order readily accessible with your home, to extinguish small fires. The Fire Department suggests an all-purpose dry chemical extinguisher that is both UL and FM approved and weighs about two (2) pounds. These extinguishers do not have to be replaced except after use and do not require yearly recharging. To ensure that your extinguisher is in working condition, check the pressure gauge regularly and replace the unit immediately if the pressure is low.

Massachusetts Fire Code requires that the fire alarm system in all units of multi-family units be inspected annually. The Association has contracted with a fire alarm company to perform this inspection

in conjunction with the Mansfield Fire Department. Unit Owners are notified at least one week prior to the inspection.

The smoke detectors and carbon monoxide detectors in the units are the unit owners' responsibility to maintain and replace, whereas all heat sensors, smoke detectors in the ranch building hallways, pull boxes, fire extinguishers and all alarm horns are maintained by the Trust. NEVER DISCONNECT ANY ALARM HORNS OR HEAT SENSORS ... DOING SO ENDANGERS THE SAFETY OF EVERYONE! - and is a criminal act.

Ranch building unit owners should be aware that if there is a small cooking fire or something similar where smoke is produced the smoke detectors in the unit may sound... if the fire is under control do NOT open the doors that lead to the hallways, doing so will trigger the smoke detectors in the hallways which in turn triggers the fire alarm system. Your best way to clear the smoke in the unit is to open a window.

Ranch building unit owners should also be aware that smoking in the hallways can trigger the fire alarm system.

Extermination

Should you notice any kind of infestation (ants, wasps, termites, cockroaches, etc.) please bring it to the attention of the Managing Agent immediately. Any infestation inside an individual unit is that Unit Owner's responsibility. If the individual does not take action, the Trust has the authority to enter the unit and take care of the problem at the Owner's expense.

Hazardous Materials

Local regulations prohibit the careless storage of volatile liquids, paint removers, paint thinners, paint brush cleaner, non -water based paints and lacquers and/or other materials considered combustible or hazardous by the fire department. Indoor storage of gasoline, gasoline motors and propane tanks is prohibited. Please be aware and act accordingly.

Property Manager

Any maintenance concerns or questions are to be directed to the managing agent. As in a private home, you are responsible for the repair and maintenance of your condominium. Common area maintenance concerns or service requests should be reported to the management office.

Pets

Edgewood Condominium is a "pet friendly" community and pets are allowed. Each unit may have a maximum of ONE dog and TWO cats. Pets may not cause a nuisance to other owners (excessive noise, damage to property including damage to lawns due to digging or pet waste). All dogs must be licensed with the Town of Mansfield. It is each owner's responsibility to care for their pet. Leashes for dogs are required at all times in the common areas of the community. Dogs & cats are not allowed to be unleashed or left unattended outside of your unit.

If an unleashed dog approaches or is approached by any person not familiar to the dog or handler/owner, the handler/owner must demonstrate control of the dog and immediately put the dog on a leash. Dog owners/handlers are asked to respect the rights of people who do not wish to be approached by unleashed dogs, please see fine schedule.

Dogs & cats may not be fed or watered in the hallways or stairs in the ranch buildings or any common area. If your pet defecates on the property, please remove the waste and dispose of properly. You will be charged for any common area cleaning or repair costs (including landscaping) resulting from actions of your pet(s). The Trustees may, from time to time, designate pet walk areas. If there are areas so designated, pets may be walked in these areas only.

In general, pets should not be allowed to infringe upon the rights of other residents to the safe, clean and quiet enjoyment of their unit. Please contact the Management Company with questions regarding pets. Failure to follow rules may result in warnings, fines or permanent removal of the pet from the Condominium.

Decks

Your deck area is considered common area, with the owner possessing exclusive right of use. Each owner is responsible for the condition of their area. During the winter season, please remove or secure any lawn furniture. Your deck is not a storage area for firewood, tires, bicycles or the like. The fore mentioned could be unsightly and offensive to fellow neighbors. Please remember to remove and or secure any lawn furniture, planters, etc. from decks and patios that may be blown about. No deck furniture, bikes, or toys may be stored on the lawns or common areas, and are subject to disposal by Maintenance. Violations may result in fines to the unit owner. From time-to-time decks must be cleared for property maintenance, and Management will instruct owners where to place deck furniture while work is done.

Grills

The use of propane and electric grills are permitted, provided they are in compliance with local and **state codes. Grills must be 10 feet from the side of the building unless the manufacturer's instructions** say it can be closer. No propane tanks are allowed to be stored inside the property. (per Code of Massachusetts Regulations)

Charcoal or Wood grills and fire pits are not allowed at Edgewood.

Please be aware that any damage to the Common Area, including damage to the asphalt, lawn/grass, and landscaping due to negligence related to grilling, will result in a fine combined with any subsequent repairs being charged to the unit owner.

Noise

Quiet times are from 10 PM to 8 AM. Sounds can carry through the building, particularly in the ranch units, and often are heard in the units remote from yours. This can be minimized by placement and volume of your television, stereos and radios at a reasonable low level to avoid disturbing your

neighbors. Another cause of noise is the running of appliances that use water (dishwashers and washing machines). The water pipes that feed the ranch units share hollow walls and the sounds travel from floor to floor without much being muffled out. So please run those appliances after 8 AM and ensure that they will be through running before 10 PM. Exercise equipment can also cause noise and severe vibration, so please use these at a time when they will not affect your neighbors' peace and quiet. Car stereos can also cause noise, please be mindful when you are driving on the property to lower the volume.

Intercom Systems

All the ranch buildings are equipped with intercom systems which enable the owner to talk to, listen to, and "buzz" in people who ring their doorbell (buzzer). It is imperative that you know who is at the door before "buzzing" them in. The system opens both the front and rear door simultaneously. The intercom system is maintained by the Trust. Please contact the managing agent with any name change on the panel or if the intercom is not working properly.

Improvements, Alterations or Additions to Units

Written approval from the Board of Trustees is required before making any change in the physical layout of a unit, including but not limited to replacing or moving doors, walls, etc.

As the owner you are required to submit to the Board of Trustees for approval, two copies of the plans, a letter describing the proposed changes and a certificate of insurance from the contractor before proceeding with the work. The managing agent will retain one copy of the plans and the other copy will be returned to you with the decision of the Trustees. Building permits from the Town of Mansfield must be obtained and displayed in accordance with town law, prior to work beginning.

Windows and External Doors

The external doors (including the townhouse storm doors and sliding glass doors) and the windows to the units are the property of the individual unit owner, however to maintain the appearance of the condominium no owner has the authority to replace the aforementioned doors and windows without the explicit written permission of the Board of Trustees (they will approve the specific replacement door or window that will be allowed to be installed at the owner's expense), this authority given solely to the Board of Trustees in the Master Deed.

Screens, windows and doors are the unit owner's responsibility to clean and maintain. Should they remain unsightly the Trust has the authority to have them repaired or replaced at the unit owner's expense.

All window treatments, to the extent visible from outside of the unit shall present a pleasing appearance. Interior surface of any window shade or blinds which are visible from the outside- must be white (or a neutral shade).

Unit owners/residents may not display "FOR SALE" or "FOR RENT" signs, or advertisements, stickers or messages of any kind in the windows or doors of their units.

Roof Access

In order to maintain the integrity of the buildings and maintain the current replacement warranty, roof access is not allowed under any circumstances. Please also note that any modification or addition to any common area elements requires the submittal of an Architectural Modification Application and the written approval of the Board of Trustees.

Dryer Ducts

It is highly recommended that if flexible plastic and/or paper foil type dryer ducting are currently in use, that they be replaced with ridged metal ducting. A metal duct is less likely to trap lint, thus reducing the fire hazard.

INSURANCE

Master Insurance

The deductible on the Master Insurance Policy is \$25,000 but is subject to change based on the cost of the Master Policy or Insurance Carrier requirements. Unit Owners will be notified in writing should the deductible be increased or decreased.

In the event of property damage caused by Unit or Units, the Trust shall not be responsible for payment of the deductible but rather said Unit Owner or Unit Owners shall be responsible for it. Unit Owners may be liable for damages, including the deductible, caused by failure to replace the washing machine hoses in their unit and/or repair or maintenance of unit owned appliances or fixtures.

Each Unit Owner is solely responsible to obtain his or her own insurance coverage in appropriate kinds of amounts to insure his or her Unit, personal effects and contents, insurable improvements and coverage for the deductible as well as insuring for liability and all such coverages which said Unit desires or is required to maintain pursuant to the Condominium Documents.

It is suggested that all Unit Owners obtain endorsements to his or her policy for various coverages including, but not limited to, all risk coverage, loss assessment coverages, coverage in satisfactory amounts, and insurance to provide coverage for the deductible.

It is recommended that all Unit Owners review his or her own insurance coverage with his or her own Insurance Agent or Advisor.

Processing a Master Policy Claim

The following is the process for filing a claim against the Master Policy:

Damage in excess of \$25,000 must be reported by the Unit Owner within 72 hours of the loss to the Management Agent. Failure to report claims promptly may result in the claim being denied by the Insurance Carrier. The Trust will not honor claims that are denied by the Carrier because of failure to report in a prompt fashion. Unit Owners should also notify their Insurance Carrier at the same time.

The Management Agent will notify the Trust's insurance agent of the loss. Should immediate repairs need to be made in order to insure the safety of the unit occupants; the Management Agent will use best efforts to secure approval for these repairs from the Insurance Carrier. The Management Agent will instruct the Unit Owner to secure bids to repair the damage.

These bids are to be submitted to the Management Agent with a cover sheet itemizing the costs and totaling the same. If the damage is less than the Master Policy Deductible, the Unit Owner need not submit anything further and should deal with his or her own Insurance Agent or Carrier.

During the bidding and damage assessment process, the unit owner must work closely with the Management Agent and the Master Policy Insurance Adjuster in order that the scope of work is agreed upon by all parties prior to commencement of said restoration work. This includes, but is not limited to; making the unit available for inspection, securing additional bids should the Insurance Adjuster request it, and promptly responding to requests made by the Insurance Adjuster and/or Management Agent. The Trust will not be responsible for the timeliness of Insurance claims being paid. If a claim is delayed, no interest, penalties or other claims will be honored.

In the event there is a dispute, the final approval of settlement costs is with the Insurance Company and the Unit Owner must abide by its decision. Once it is agreed by all parties what the scope and amount of the claim will be, the Unit Owner will be given permission to commence the work. Unit Owners may ask that the Trust request payment of the claim in order that the Unit Owner has funds to initiate restoration work. In the Insurance Carrier forwards this amount to the Trust, then the Trust may pass the benefit on this early payment to the Unit Owner. The Trust will never pay funds to the Unit Owner prior to the signing of a release by the Unit Owner.

Final Payment will be made when:

The Insurance Adjuster and/or Management Agent have the opportunity to inspect all repair work.

The Trust has received the final payment from the Insurance Carrier. The Unit Owner has signed the release.

The Trust shall have no obligation or responsibility to perform or cause to be performed repairs within an individual unit.

The Master Policy does not cover property of the Unit Owner, including furniture, furnishings, carpeting, wall coverings, light fixture, appliances, or other household and personal property belonging to or owned by individual Unit Owners or tenants.

Damages for personal belongings are not covered by the Master Insurance Policy.

UNIT OWNER MAINTENANCE RESPONSIBILITY

Unit owners are responsible to maintain all components in or to their units including but not limited to the replacement and/or repair to hot water tanks, washing machine hoses, dryers, water lines to ice makers, sanitation facilities including but not limited to showers, toilets and sinks.

General Information

It is VERY IMPORTANT that you and your family become familiar with the safety features of the building and practice evacuation in the event of a fire emergency. Take note of the fire extinguishers in the ranch units and the nearest exit from your unit.

Edgewood Condominium Trust has a number of safeguards against the hazards of fire. Smoke and heat detectors, fire extinguishers, and horns service all area hallways and stairways. The inside of each unit is equipped with smoke and heat detectors. The fire department will respond to any activation of any heat sensor or ranch building common area hallway smoke detector when triggered. HOWEVER, AFTER YOU GET OUT ALWAYS CALL THE FIRE DEPARTMENT. Individual unit smoke detectors are not hooked into the main system so that small cooking errors or the back up of smoke from cooking will not automatically trigger the fire alarm system. It is a criminal act to disarm fire protection equipment such as a heat sensor or hard-wired smoke detectors.

Fire

If a fire breaks out, escape quickly and call the fire department. If the fire is in your unit, close the door behind you as you leave. This will keep the fire from spreading quickly.

If you hear the fire alarms sound in the building, NEVER assume that it is a false alarm and always implement your plan of evacuation.

The Mansfield Fire Department can provide you with many free pamphlets. The Board of Trustees, the management company and the Fire Department strongly encourage you to make use of this information. If a member of your family is handicapped, or has some other condition that may make a quick evacuation difficult, it is important to notify the fire department and the management company.

Please be advised that if you do not have an active fire in your ranch unit, only smoke from burnt cooking, etc, that does not need fire assistance, please do not open your doors. Please open all your windows and turn on any fans available. This will avoid any unnecessary fire alarms being triggered and unnecessary use of the fire department.

Wind Storms

It is advisable to properly secure or totally remove all deck furniture and fixtures that may be susceptible to being blown about. Unit owners will be responsible for damage to the common areas or other units caused by their unsecured furniture.

Water Leaks

Leaks from plumbing fixtures (i.e. faucets, toilets, washing machines, water heaters, dishwashers, etc.) inside ranch style units can create serious damage to other units or common area below. If you discover a leak you should shut the water off leading to the fixture. You should also turn the electric circuit breaker off to the hot water tank. If the leak is coming from above your unit or you cannot find the shut off to the fixture in your unit, shut the water main off to your unit. The water main shut offs are

located in the basement. Each unit is identified numerically (easily identified by the hot water tanks) with the shut off valves located on either side of the meter which is only a foot or so off the floor. In the ranch building with units 14-25 (there is no basement) the water shut off are located on the 1st floor inside the closet with the meters tagged with the unit number. Always contact the managing agent after shutting someone else's valve off and leave a note on the affected unit's door and on the shut off valve itself.

Leaks from rainstorms for the most part can only be cured when the rain has stopped and the affected area has been able to dry. If during a storm you are getting some water notify the management company. If it is not a serious leak, then you may be directed to place buckets and towels to the affected areas until someone can respond. You can help the manager on call determine whether you feel it necessary to have someone respond immediately.

Electricity

Electricity can fluctuate. It is strongly suggested that unit owner's purchase surge protectors to plug microwaves, televisions, computers and any items you want to protect from such fluctuations. These surge protectors can be purchased at almost any department store or home electronics store.

No Electricity

Within each unit there are electrical panels that contain a number of circuit breakers. Occasionally these circuit breakers may trip cutting off power to a particular room or appliance or the whole unit. They usually can be reset at the box within the unit. If they keep tripping, the circuit breaker may be faulty or the circuit may be overloaded. The maintenance and repair of the electrical system within the unit is the responsibility of the unit owner.

Snow Removal

Snow removal, sanding and walkway shoveling is contracted out to a professional service. Every attempt will be made to have the driveways and walkways cleared as soon as possible after a snowstorm.

Residents may be asked to move their vehicles for snow removal. Plowing of the individual spaces will take place after the storm. Please relocate your vehicle to a section that has already been plowed.

Winterizing

Townhouse unit owners should be sure to shut off the valve in their basement that leads to the outside spigot during the winter months. If this is not done the pipe could freeze and burst and any damage caused will be at your expense.

Townhouse unit owners may also want to make an effort to shovel snow away from the sliding glass door and bulkhead areas to prevent water seepage into your unit.

Landscaping

Landscaping maintenance is contracted out to a professional service. Every effort will be made to keep the grounds well-manicured. In addition to lawn cutting and regular maintenance, the landscapers are responsible for autumn leaf cleanup. Do not add to or modify the existing planting around the building without first contacting the Trustees for approval. This common area property is maintained by the Trust. Please let the managing agent know if there are any areas that require special attention.

Lighting

Exterior lighting is activated by timers. Please notify the managing agent if lights are not working properly.

Maintenance And Repair

The Dartmouth Group Maintenance Staff are employed for the maintenance of the common areas of the property. However, in case of an emergency within your unit, a staff member will respond immediately to your call (please see EMERGENCIES) and you will be charged. Non-emergency maintenance requests for common areas may also be made **online by using The Dartmouth Group's** website. (<http://www.mydartmouthgroup.com/>)

Meetings

The annual open meeting of The Edgewood Condominium is held in February of every year. At this meeting, the Board of Trustees and the Management Company outline the Association's financial status, yearly budget and other issues of concern to unit owners. Elections of Trustees are also held at this meeting. All unit owners receive formal notice of this meeting and are encouraged to attend.

COMPLAINTS AND FINES

Complaints

The management company will respond to written complaints by the resident. Please be specific when writing your complaint. Identify the problem including the date, time of day and area of concern along with the resident's name & unit number if available. When sending a complaint about a vehicle, please provide the make, model, color and license plate number of the vehicle along with the name of the owner if available.

Fines

The Trustees shall enforce obligations of the Unit Owners and; may levy fines against the Unit Owners for violations of the M.G.L. c. 183A (the "Condominium Act"), Master Deed, Declaration of Trust, By-Laws and Handbook (Rules and Regulations) (collectively "governing documents") governing the conduct of the Unit Owners, residents, and persons for whom they are responsible as follows:

1st offense Official Warning

2nd Offense fine of \$25.00

3rd Offense fine of \$50.00

4th Offense fine of \$100.00 with possible legal action and costs associated.

Any additional offenses will be increased at the discretion of the board.

Each day a violation continues after notice shall be considered a separate violation. Collection of fines may be enforced against the Unit Owner(s) involved as if the fines were common charges owed by the particular Unit Owner(s). In the case of persistent violations by a Unit Owner, the Trustees shall have the power to require the Unit Owner to post a bond to secure adherences to the governing documents. If any expense is incurred by the Board as a result of a Unit Owners failure to abide by the Condominium Act, Master Deed, Declaration of Trust, By-Laws, Restrictions, Rules and Regulations, or by the misconduct of a Unit Owner or his family members, family members, tenants, pet handlers, or invitees, the Trustees may assess those expenses exclusively against the Unit Owner and such assessment shall constitute a lien against that unit and shall be enforceable as a common expense.

**ADDITIONAL REMARKS SCHEDULE**

AGENCY HUB International New England	License # 1780862	NAMED INSURED Edgewood Condominium Trust c/o Old Colony Property Services, Inc. Property Management & Real Estate P.O. Box 2009 Brockton, MA 02305
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

As per the bylaws, the master policy is to cover the Association Buildings and Units for their original construction. Unit Owners are responsible for insuring all improvements and betterments made to their unit, all appliances, carpeting, wall coverings and light fixtures. This is known as "Single Entity" coverage.

The Property Manager is included for coverage under the Crime (AKA Fidelity or Employee Dishonesty) coverage.