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SILVA ESTATES CONDOMINIUM TRUST

THIS DECLARATION OF TRUST made this 17th day of July, 2003 by Dennis Page and David C. Trahan, (hereinafter called the "Trustee" or "Trustees", which term and any pronoun referring thereto shall be deemed to include their successors in trust hereunder and to mean the trustee or the trustees for the time being hereunder, wherever the context so permits).

ARTICLE I - NAME OF TRUST

The trust created hereby shall be known as "SILVA ESTATES CONDOMINIUM TRUST".

ARTICLE II - THE TRUST AND ITS PURPOSE

2.1 General Purposes. This Trust is created as the organization of unit owners (hereinafter the "Owners" or "Unit Owners") as required by the provisions of Chapter 183A, as amended, of the Massachusetts General Laws (hereinafter "Chapter 183A"), for the purpose of managing and regulating Silva Estates Condominium (hereinafter the "Condominium"), established by a Master Deed (hereinafter the "Master Deed") executed by Dennis Page, Manager of Lowell Development Associates, LLC (hereinafter the "Declarant", which term shall also include all persons or entities which may succeed to the Declarant's position as developer of the condominium in accordance with the definition of Declarant contained in paragraph 14 of the Master Deed, dated the same date as the date of this Trust and recorded herewith.)

2.2 Definitions. Unless the context otherwise requires, the words defined in the Master Deed and the definitions contained in Section 1 of Chapter 183A shall be applicable to this Trust.

2.3 Trust and Not Partnership. It is hereby expressly declared that a trust and not a partnership or corporation is hereby created, and that the Unit Owners are beneficiaries and not partners or associates between and among themselves with respect to the trust property, and hold no relation to the Trustees other than as beneficiaries hereunder.

2.4 Property Held in Trust. All property, real and personal, tangible and intangible, conveyed to or held hereunder by the Trustees shall vest in the Trustees, in trust, to manage, administer and dispose of the same and to receive and/or distribute the income and/or principal thereof for the benefit of the owners from time to time of the Units in the Condominium. The beneficial interest of each Unit



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Owner is set forth in Exhibit C to the Master Deed and made a part hereof, which interest is equal to the percentage undivided ownership of the Condominium as said percentage individual ownership interest may be amended from time to time.

ARTICLE III - THE TRUSTEES

3.1 Number of Trustees; Term of Office; Qualifications.

Section 1. There shall be a Board of Trustees hereunder consisting initially of two (2) Trustees so chosen are the Trustees named herein: Dennis Page and David Trahan. Any vacancy in the office of a Trustee appointed by the Declarant shall be filled by the Declarant.

The annual meeting for the Unit Owners shall be held on the last Wednesday of February and at the first annual meeting of the Unit Owners on the last Wednesday of September, 2003. Once the Declarant owns less than 75% of the units hereunder, there shall, at all times, be not less than three (3), nor more than nine (9) Trustees, as shall be determined from time to time by a majority vote of the Unit Owners holding not less than 51% of the beneficial interest hereunder. On and after September, 2003, Trustees shall be elected for a term of three years when a vacancy occurs. Trustees shall be elected by a majority vote of Unit Owners holding not less than 51% of the beneficial interest hereunder. In the event no person shall receive a majority vote on the first ballot the two candidates receiving the highest vote shall have a runoff election and the person receiving a majority of the votes cast in said runoff election shall be the elected trustee.

Whenever a vacancy occurs by resignation, death, removal or the end of a term of a Trustee the remaining Trustees shall call a special meeting to fill such vacancy within 60 days of the occurrence of such vacancy.

Despite any vacancy in the office of Trustee, however unused and for whatever duration, the remaining or surviving Trustees shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

The newly elected Trustee shall become effective upon the recording with the Middlesex North District Registry of Deeds a certificate of appointment signed by a majority of the Trustees together with the acceptance of the newly elected Trustee and such person shall then be and become such Trustee and shall be vested with the title to the trust property jointly with the remaining or surviving Trustees without the necessity of any act of transfer of conveyance.”

Except as hereinabove specifically provided, at all meetings of Unit Owners, the Declarant shall be entitled to the same voting rights as any other Unit Owners, as to Units owned by the Declarant.

(b) Notwithstanding anything to the contrary in this Trust, those Trustees appointed or selected by

the Declarant as aforesaid shall resign no later than the earliest of the following events:

(I) 120 days after 75% of all the Units permitted by applicable law to be constructed as future phases of the Condominium have been conveyed to Unit purchasers; or

(ii) one year following conveyance of the first Unit.

The purpose of the foregoing provision is to comply with the requirement imposed by the Federal National Mortgage Association ("FNMA"), necessitating the transfer of control of the Condominium to the Unit Owners as above provided. For this purpose "control" means the right of the Declarant to control the Unit Owners' Association or its Trustees, the Condominium itself or the Unit Owners in any manner except through votes allocated to Units owned by the Declarant on the same basis as votes pertaining to sold units.

3.3. Quorum. 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. A quorum is a majority of Trustees (at least two (2)).

The Trustees may also act without a meeting by instrument signed by a majority of their number.

3.4 Resignation. Any Trustee may resign at any time by instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds, and such resignation shall take effect upon the recording of such instrument with said Registry of Deeds. After reasonable notice and opportunity to be heard before the Board of Trustees, a Trustee (except a Trustee chosen by the Declarant) may be removed from office, with or without cause, by an instrument in writing signed by Unit Owners entitled to more than fifty per cent (50%) of the beneficial interest, such instrument to take effect upon the recording thereof with said Registry of Deeds. The foregoing provisions of this Section to the contrary notwithstanding, despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining of surviving Trustees, subject to the provisions of the immediately following Section, shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

3.5 Bond. No Trustee named or appointed as hereinbefore provided, whether as original Trustee or as successor to or as substitute for another, shall be obligated to give any bond or surety or other security for the performance of any of his duties hereunder, provided, however, that Unit Owners entitled to more than fifty per cent (50%) of the beneficial interest hereunder may at any time, by instrument in writing signed by them and delivered to the Trustee or Trustees affected, require that any one or more of the Trustees shall give a 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.

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 interest or gain or by reason of anything except his own personal and willful malfeasance and default.

3.6 Self-Dealing. No Trustee shall be disqualified by his office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his interest individually or the Trustees' interest or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any other reason), as vendor, purchaser or otherwise, nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which any Trustee shall be in any way interested be avoided nor shall any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relationship hereby established, provided the Trustee shall act in good faith and shall disclose to the other Trustees the nature of his interest before the dealing, contract, or arrangement is entered into.

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

ARTICLE IV - BENEFICIARIES BENEFICIAL INTERESTS AND VOTING POWER

4.1 Percentage Interest. The beneficiaries shall be the Unit Owners of the Condominium from time to time. The beneficial interest in the Trust shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium, which shall be identical to the Unit's percentage interest in the Common Areas and Facilities of the Condominium as set forth in Exhibit C to the Master Deed.

4.2 Persons to Vote as Unit Owners. The beneficial interest of each Unit of the condominium shall

be held 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 or other person shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder; and (b) notify the Trustees of such designation by a notice in writing signed by all of the record Owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may, by majority vote, designate any one such Owner or other person for such purposes.

4.3 Voting Power of the Unit Owners. Each Unit Owner, including the Declarant, shall have voting power in the affairs of the Condominium equal to the percentage of undivided beneficial interest appertaining to his Unit as set forth in Exhibit C to the Master Deed.

ARTICLE V - BY-LAWS

The provisions of this ARTICLE V shall constitute the By-laws (the "By-Laws") of this Trust and the organization of Unit Owners established hereby.

5.1 Powers and Duties of the Trustees. The Trustees shall have the powers and duties specifically conferred upon them by Chapter 183A, the Master Deed and these By-Laws, and all other powers and duties necessary for the administration of the affairs of the Condominium (except as otherwise provided by law, the Master Deed or these By-Laws), including, without limiting the generality of the foregoing, the following powers and duties.

5.1.1 To appoint and remove at pleasure all officers, agents and employees of the Trust, prescribe their duties, fix their compensation, and require of them such security or fidelity bond(s) as they may deem expedient. Nothing contained in these By-laws shall be construed to prohibit the employment of any Unit Owner or Trustee in any capacity whatsoever.

5.1.2 To establish, levy and assess, and collect the assessments for common expenses referred to in Section 5.4 hereof.

5.1.3 To do all things necessary to operate, maintain, repair, improve, replace, alter and otherwise administer and care for the Common Areas and Facilities and, to the extent provided in the Master Deed and these By-Laws, maintain, repair and care for the Units.

5.1.4 To obtain all policies of insurance required by these By- Laws and such other insurance as may be required by law or as the Trustees may from time to time determine.

5.1.5 To obtain any legal, architectural, accounting, administrative and other services deemed

advisable by the Trustees, including the services of a manager and any other personnel, to whom the Trustees, except to the extent limited by Chapter 183A, the Master Deed, or these By-Laws (including this Section 5.1), may delegate certain of its powers and duties. The Trustees shall be entitled to rely upon the advice and counsel of attorneys, architects, accountants and other advisors hired by them and shall be protected in so doing.

5.1.6 To adopt, amend, modify and rescind from time to time and enforce rules and regulations (the "Condominium Rules") governing the use of the Condominium and the personal conduct of the Unit Owners and their families, tenants and guests thereon.

5.1.7 To cause to be kept a complete record of all its acts and the affairs of the Trust and to present a statement thereof to the Unit Owners at the annual meeting of the Unit Owners.

5.1.8 To purchase, or otherwise acquire title to or an interest in, sell, lease, mortgage and otherwise maintain, manage, hold, use, encumber and dispose of any property, real or personal, tangible or intangible, in the course of their administration and management of the Condominium, provided that except in the event of condemnation or substantial loss to the Units and/or the Common Areas and Facilities subject to the provisions of Sections 5.6.5 and/or 5.6.1 (b) hereof, the Trustees may not by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any part or all of the Common Areas and Facilities, other than by the granting of utility rights and easements and/or rights and easements for the public purposes consistent with the intended use of the Common Areas and Facilities, or Exclusive Use Areas without the prior authorization of Unit Owners holding at least 75% of the total voting power of the Unit Owners hereunder and of at least two thirds (based on one vote for each first mortgage owned) of all first mortgages of record of Units in the Condominium.

5.1.9 To open and maintain bank accounts, and to authorize the drawing of checks and other financial instruments, and to keep a full and complete record of all financial transactions, which record shall be available for inspection by the Unit Owners and mortgagees of the Units and to prepare periodic financial reports and accounts as may be reasonably required by the Unit Owners.

5.1.10 To purchase in its own name or the name of a nominee one or more Units in the Condominium at any public or private sale upon such terms and conditions as the Trustees may deem desirable, provided that the Trustees obtain the prior authorization of the Unit Owners for any such purchase pursuant to Section 5.25 hereof; and to sell, lease, mortgage and otherwise maintain, manage, hold, encumber and dispose of such Units, upon such terms and conditions as the Trustees shall deem appropriate.

5.1.11 To borrow or in any other manner raise such sum or sums of money or other property as it shall deem advisable in any manner and on any terms, and to evidence the same by notes, bonds, securities or other evidence of indebtedness, which may mature at a time or times, and subject to any limitations imposed by law, the Master Deed or these By-Laws, to execute and deliver any mortgage, pledge, or other instrument to secure any such borrowing; provided, however, that the Trustees shall

have no authority to bind the Unit Owners personally.

5.1.12 To establish committees from among the Unit Owners, define their powers and duties and appoint and remove their members.

5.1.13 To grant easements and rights with respect to utilities to be installed in, upon, under and over the Common Areas and Facilities and to enter into such agreements and undertakings as shall be necessary therefor.

5.1.14 To approve the location and relocation of easements and rights for utilities which have been installed in, upon, under or over the Common Areas and Facilities and to execute, acknowledge and record such instruments and plans identifying such easements as the Trustee deem necessary or desirable.

5.1.15 To review and approve (a) certain modifications to the Building(s) as referred to in subparagraph 9(b) of the Master Deed; (b) the modification, removal and installation by a Unit Owner of certain interior walls within his Unit pursuant to subparagraph 9(c) of the Master Deed; or 9(c) any other construction, modification or decoration activities with respect to a Unit which involve or impact the Common Areas and Facilities or Exclusive Use Areas and/or over which the Trustees may specifically have review and approval authority under the provisions of the Master Deed and this Condominium Trust.

5.1.16 To sign, seal, acknowledge, deliver and record in any one or more public offices or places of recording all such instruments and documents as the Trustees shall deem necessary or desirable in the exercise of their powers and the discharge of their duties.

Notwithstanding any provisions of this Trust and By-Laws to the contrary, the Trustees may not delegate to any manager or managing agent for the Condominium any of the following powers and duties:

- (a) The power to appoint the officers of the Trust;
- (b) The power to establish, levy and assess the assessments or charges for common expenses;
- (c) The power to adopt, revise, modify and rescind the Condominium rules and regulations; or
- (d) The powers and duties described in Sections 5.1.8, 5.1.9, 5.1.10, 5.1.11, 5.1.12, 5.1.13, 5.1.14, 5.1.15 and 5.1.16 above.

5.2 Maintenance and Repair of Units and Limited Common Areas and Facilities.

5.2.1 Each Unit Owner shall be responsible for the property maintenance (including painting), repair and replacement of his Unit and those utility fixtures and installations including heating, hot water and air conditioning equipment and systems serving his Unit. Unless otherwise modified by written agreement of a Unit Owner with the Trustees or by general policy adopted by the Trustees, each Unit Owner shall be responsible for the proper maintenance, repair and replacement of any improvement made by Unit Owner in or to his Exclusive Use Area, IF ANY (i.e., that area designated as part of the Exclusive Use Areas appurtenant to his Unit). Each Unit Owner shall be responsible for all damage to other Units and/or the Common Areas and Facilities caused by his failure to satisfy his maintenance, repair and/or replacement obligations hereunder.

5.2.2 If the Trustees shall, at any time in their reasonable judgement, determine that a Unit and/or the Exclusive Use Areas appurtenant thereto are 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 and/or the Exclusive Use Areas appurtenant thereto or any fixtures, furnishing, facility or equipment therein are hazardous to any Unit or the occupants thereof or to the Common Areas and Facilities, the needed maintenance, repair or replacement or to correct the hazardous condition, and in case such work shall not have been commenced within fifteen days (or such reasonable shorter period in case of emergency or serious inconvenience as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of such Unit Owner whose Unit is in need of work and to enter upon and have access to such Unit and its Exclusive Use Areas for such purpose; and the cost of such work shall constitute a common expense chargeable to such Unit Owner and shall be payable by such Unit Owner to the Trustees on demand. The Trustees shall also have the aforesaid rights to perform needed maintenance, repair or replacement work for the account of a Unit Owner in the manner herein provided if any part of the Exclusive Use Areas which the Unit Owner is responsible for maintaining and repairing is, in the reasonable judgement of the Trustees, in such need of maintenance or repair that it is unsightly or in such condition as adversely affects the use and enjoyment by other Unit Owners of their Units or any part of the Common Areas and Facilities.

5.3 Maintenance, Repair and Replacement of Common Areas and Facilities and Assessments of Common Expenses. The Trustees shall be responsible for the proper maintenance, repair and replacement of the Common Areas and Facilities of the Condominium, subject to the provisions of Section 5.2 hereof with respect to certain Exclusive Use Areas and also subject to the provisions of Section 5.6 hereof with respect to repairs and replacements necessitated because of casualty loss or a taking under the powers of eminent domain. A majority of the Trustees or the Manager, or any others who may be designated by the Trustees, may approve payment of vouchers for such work. The expenses of such maintenance, repair and replacement shall be assessed to the Unit Owners as common expenses of the Condominium at such times and in such amounts as provided in Section 5.4 hereof; provided, however, that if the maintenance, repair or replacement of the Common Areas and Facilities is necessitated by the negligence or misuse of a Unit Owner, either directly or by virtue of

his failure to properly maintain, repair or replace his Unit and/or the Exclusive Use Areas appurtenant thereto which he is responsible to maintain and repair, the expenses of such maintenance, repair and replacement may be charged to the particular Unit Owner as a common expense by the Trustees and it shall be payable to the Trustees on demand. Each unit owner, upon purchase of a unit, shall contribute to the capital reserve fund a sum of money equal to two month's of common expenses.

5.3.1 The Trustees shall have the obligation and duty to treat each of the units in the Condominium with equal consideration with respect to repairs, replacement, and maintenance of the Common Areas and Facilities of the Condominium, so that each Unit's common elements shall be equally well maintained.

5.4 Common Expenses, Profits and Funds. 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 Exhibit C to the Master Deed, provided, however, that each Unit Owner shall be solely responsible to the respective utility companies for the cost of utility services billed or assessed in connection with the furnishing of utilities to his Unit which are separately metered. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees may, to such extent as they deem advisable, set aside common funds of the Condominium as reserve or contingent funds, and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or, subject to the provisions of Sections 5.6 and 5.7, for repair, rebuilding or restoration of the trust property or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.

5.4.1 At least thirty days prior to the commencement of each fiscal year of this Trust (and within thirty days after the recording hereof with respect to the portion of a fiscal year then remaining), the 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 respective percentages of the undivided interest in the Common Areas and Facilities (as set forth in Schedule C to the Master Deed, as the same may be amended), 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 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, they shall make a supplemental assessment or assessments and render statements for such assessments in the same manner as is done for annual assessments. The Trustees may in their sole discretion provide for payments of statements in monthly or other installments. The amount of each such payment, together with interest thereon, if not paid when due, at the rate of eighteen percent (18%) per annum or such lesser rate of interest as shall then be the maximum rate permitted by law, shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to the provisions of Section 6 of Chapter 183A.

5.4.4 After a successful action brought by the Trustees to foreclose a lien on a Unit because of unpaid common expenses, a Unit Owner allowed by the Trustees to remain in his Unit for a period of time may, at the option of the Trustees, be required to pay rental for the use of his Unit. Subject to the provisions of Section 5.25 hereof, the Trustees acting on behalf of all Unit Owners, shall have power to purchase such Unit, together with its Appurtenant Interests (as defined in paragraph 5.24 hereof) at the foreclosure sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same (but not to vote the votes appurtenant thereto). A suit to recover a money judgement for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

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

5.4.6 Within ten (10) calendar days after receiving an appropriate written request from a Unit Owner, a purchaser of a Unit under a contract of sale or a Unit mortgagee, addressed to the Trustees and payment of a reasonable fee, not to exceed Fifty Dollars (\$50.00) (or the equivalent of \$50.00 in 2000), the Trustees shall supply a certificate in recordable form stating the amount of any unpaid assessments (including interest due thereon and costs of collection associated therewith) for common expenses against the Unit. Upon the recording at the Middlesex North District Registry of Deeds of such a certificate signed by both of the Trustees of the Trust who then appear to be serving according to the records of said Registry of Deeds, the Unit involved shall be discharged from any lien for unpaid common expenses which do not appear in said certificate.

5.4.7 With respect to common expense assessments which are payable in monthly installments, a Unit Owner may, by arrangement with his mortgage bank, provide for payment by him of installments due on account of such assessments to said mortgagee bank in full satisfaction of his obligation to pay said installments to the Trustees. Provided, however, that as a precondition to such an arrangement the mortgagee bank must specifically agree with the Trustees to hold such payments on account of assessments in escrow for the benefit of the Trust and to pay over to the Trustees, upon their or their authorized officer's or agent's written request, all sums so held in escrow.

5.5 Insurance.

5.5.1 Requirements

(a) Hazard Insurance

1.) Master (or Blanket) policy for Condominium Projects.

The Condominium Association shall maintain a "master" or "blanket" type of insurance policy, with premiums being paid as a common expense. The policy shall cover all of the common elements that are normally included in coverage. This includes fixtures and building service equipment and

common personal property and supplies belonging to the Condominium Association.

The policy shall also cover fixtures, equipment and other personal property inside individual units, whether or not the property is part of the common elements, excluding, however, furniture and other personal property belonging to the Unit Owners or occupants not customarily considered to be a part of the unit or the common areas and facilities for mortgage purposes.

2.) Required Coverage. The insurance policy shall protect against at least the following:

-- loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement; and

-- all other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement.

3.) Amount of Insurance. Insurance shall cover one hundred (100%) percent of the current replacement cost of the Condominium facilities, including the individual units in the Condominium. Coverage need not include land, foundations, excavations or other items that are usually excluded from insurance coverage.

4.) Special Endorsements. The following endorsements to the Master Policy are required:

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

-- Construction Code Endorsements. If there is a construction code provision that requires changes to undamaged portions of the buildings even when only part of the project is destroyed by an insured hazard;

-- Steam Boiler Coverage Endorsement, providing at least fifty-thousand (\$50,000.00) dollar coverage for each accident at each location, if any of the buildings of the Condominium is served by a steam boiler.

In addition, the policy shall provide that

-- any Insurance Trust Agreement will be recognized;

-- the right of subrogation against Unit Owners will be waived;

-- the insurance will not be prejudiced by any acts or omissions of individual Unit Owners that are not under the control of the Condominium Association; and

-- the policy will be primary, even if a Unit Owner has other insurance that

covers the same loss.

5.) Named Insured. Insurance policies for the Condominium shall name the Condominium Association, for the use and benefit of the individual owners, as the named insured.

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

The policy shall also contain the standard mortgage clause and shall name each mortgagee and its successors and assigns who holds a mortgage on unit(s) in the Condominium.

6.) Notices of Changes or Cancellation. The Insurance policy shall require the insurer to notify in writing the Condominium Association or insurance trustee and each first mortgage holder named in the mortgage clause at least thirty (30) days before it cancels or substantially changes a condominium's coverage.

(b) Flood Insurance. If any part of the Condominium is in a special flood hazard area, as defined by the Federal Emergency Management Agency, the Condominium Association shall maintain a "master" or "blanket" policy of flood insurance and provide for the premiums to be paid as a common expense. The policy shall cover the buildings and any other property located within the designated hazard areas.

The amount of insurance shall be at least equal to the lesser of

-- 100% of the current replacement cost of all buildings and other insurable property located in the flood hazard area; or

-- the maximum coverage available for the property under the National flood Insurance Program.

(c) Liability Insurance. The Condominium Association shall maintain a comprehensive general liability insurance policy covering all common areas, public ways and any other areas that are under its supervision. The insurance shall also cover commercial spaces that are owned by the Condominium Association, even if they are leased to others. The policy shall provide coverage of at least one million (\$1,000,000.00) dollars for bodily injury and property damage for any single occurrence.

The liability insurance shall provide coverage for

-- bodily injury and property damage that results from the operation, maintenance or use of the Condominium Common Areas; and

-- any legal liability that results from law suits related to employment contracts in which the Condominium Association is a party.

The policy shall provide that at least thirty (30) days' written notice be given to the Condominium Association before the insurer can cancel or substantially modify it, and provide that similar notice be given to each holder of a first mortgage on an individual unit in the condominium.

(d) Waiver Provisions. The above insurance policies shall contain waivers by the insurer(s) of any rights of subrogation as to any claims against the Condominium Association and/or their respective employees, agents and guests; waivers by the insurer(s) of any defense based on the conduct of any insured; and provisions to the effect that the insurer(s) shall not be entitled to contribution as against casualty insurance which may be purchased by individual Unit Owners as herein permitted.

5.5.2 Fidelity Bonds. The Condominium Associations shall have blanket fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Condominium Association, whether or not they receive compensation for their services. A management agent that handles funds for the Condominium Association shall also be covered by its own fidelity bond.

Except for fidelity bonds that a management agent obtains for its personnel, all other bonds shall name the Condominium Association as an obligee and shall have their premiums paid as a common expense by the Condominium Association.

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

5.5.3 Each unit owner shall obtain:

Personal property insurance with extended coverage and vandalism and malicious mischief endorsements insuring all contents of their individual unit within the Condominium. Such insurance shall be in an amount at least equal to 100% of the replacement value of the property so covered.

5.5.4 Intentionally omitted.

5.5.5 Certificates of insurance with proper mortgagee endorsement, when requested, shall be issued to each Unit Owner and his mortgagee(s).

5.5.6 Notwithstanding anything in this Trust and By-Laws to the contrary, if a Unit Owner by virtue of any activities he conducts in his Unit causes an increase in the premiums for any insurance

obtained by the Trustees, he shall pay the amount of all such increases to the Trustees on demand as an additional common expense attributable to his Unit.

5.5.7 Each Unit Owner hereby waives, discharges and releases all claims and rights of recovery against the Trustees, the manager (if any), all Unit Owners and other persons entitled to occupy any Unit or other portion of the Condominium and each of their respective agents and employees on account of any loss or damage, whether to person or property, insured against under the policies of insurance obtained by such Unit Owner for his own benefit. This waiver shall constitute a waiver of subrogation for purposes of such policies.

5.6 Rebuilding, Restoration and Condemnation.

5.6.1 In the event of any casualty loss to the Common Areas and Facilities, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten (10%) percent of the value of the Condominium immediately prior to the casualty, and shall notify all Unit Owners of such determination.

(a) If such loss as so determined does not exceed ten (10%) percent of such value, the Trustees, acting as Insurance Trustees, shall promptly adjust and collect the loss, arrange for the prompt repair or restoration of the damaged areas, and disburse the proceeds of all insurance policies in payment of all costs and expenses incurred in connection with such repair or restoration in appropriate retainage.

(b) If such loss as so determined exceeds ten percent (10%) of such value and if within one hundred twenty (120) days after the date of such loss, all the Unit Owners do not agree to proceed with repair or restoration, each Unit Owner's proportionate share of the insurance with respect to the Common Areas and Facilities based upon his Unit's respective undivided ownership interest in said Common Areas and Facilities, together with the proportion of the insurance proceeds allocated to any Unit as a result of a loss to such Unit and/or its appurtenant Exclusive Use Areas due to the casualty, shall, to the extent permitted by law, be divided among the Unit Owners and shall be paid first to the holders of the first mortgages on their Units, if any, up to, but not in excess of, the amounts secured thereby, and thereafter to the Unit Owners, and the Condominium shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to partition sale together with any common funds of the Trust (adjusted for insurance proceeds paid or payable as aforesaid) shall be divided among the Unit Owners in proportion to their Unit's undivided interest in the holders of the first mortgages on their Units, if any, to the extent of the amounts secured thereby, and thereafter to the Unit Owners. If, on the other hand, all of the Unit Owners agree to proceed with the necessary repair and restoration of the damaged areas, and disburse the proceeds of all insurance policies in payment of all costs and expenses incurred in connection therewith in appropriated progress payments and with appropriate progress payments and with appropriated retainage.

5.6.2. In the event that the total cost of repair or restoration as estimated on the basis of an independent appraisal, or as determined during the course of repair or restoration, exceeds the total

sum of available insurance proceeds, then the Trustees shall assess the Unit Owners whose units are physically affected by said damage the amount in excess of available insurance proceeds necessary to cover the cost of repairing or restoring improvements to a Unit; Furthermore, the cost of repair or restoring of improvements which improvements exceeded a value of \$1,000 when they were made (said value to be determined by the reasonable judgment of the trustees) and were not reported to the trustees as required by Section 5.5.2(e) hereof, shall be borne exclusively by the Owner of the unit involved; and provided further that if the casualty loss exceeds ten percent (10%) of the value of the Condominium as described in Section 5.6.1(b) hereof and if such excess cost of repairs over available insurance proceeds exceeds ten percent (10%) of the value of the Condominium prior to the casualty, any Unit Owner not agreeing as provided in this section to proceed with the repair and restoration may apply to the Middlesex County Superior Court, on such notice to the Trustees as the 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.

5.6.3 The Trustees may perform emergency work essential to the preservation and safety of the Condominium 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 the proceeds of insurance.

5.6.4 If there shall have been 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 divided into separate shares for the Trust and the Unit Owners of the damaged Units, in proportion to the respective costs of repair or restoration of the damaged portions of the Common Areas and Facilities and of each damaged Unit, and shall then be paid over to the Trustees and/or each Unit Owner entitled to a share.

5.6.5 In the event of a taking of all or part of the Condominium under the powers of eminent domain, the provisions of Sections 5.6.1 through 5.6.4 hereof shall apply as if the taking were a casualty loss, with the proceeds of an insurance settlement. Provided, however, if the taking award being treated in the same manner as would the proceeds of an insurance settlement. Provided, however, if the taking award specifically allocates certain damages as being attributable to the Common Areas and Facilities and/or particular Units or their appurtenant Exclusive Use Areas, such a location shall be used in allocating the proceeds pursuant to the provisions of said Section 5.6.1.

5.7 Improvements to Common Areas and Facilities.

5.7.1 If and whenever the Trustees shall propose to make any improvement to the Common Areas and Facilities of the Condominium, or shall be requested in writing by fifty percent or more of the Unit Owners to make any such improvement, the Trustees shall submit to all Unit Owners a form of agreement specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same. Notwithstanding the foregoing, so long as the Declarant has beneficial interest hereunder, the Trustees shall not be required to submit the aforementioned documents to the Unit Owners unless the request for improvements is also joined in

by the Declarant. Upon the receipt by the Trustees of such agreement signed by seventy-five (75%) percent of the Unit Owners, the Trustees shall proceed to make the improvement or improvements specified in such agreement and shall charge the costs thereof as a common expense.

5.7.2 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 provisions and intent of the Master Deed, 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, subject to such contractual undertakings of the Unit Owner proposing such improvements as the Trustees in their reasonable discretion deem to be necessary or desirable in the circumstances. In the event more than fifty percent (50%) but less than seventy-five (75%) of the Unit Owners approve an improvement to the common areas, then the unit owners in favor of said improvement may make such improvement, but said unit owners must pay all costs and expenses incurred as a result of said improvement.

5.8 Determination of Trustees Subject to Arbitration. Notwithstanding anything contained in this Declaration of Trust (a) in the event that any Unit Owner shall by notice in writing to the Trustees dissent from any determination, action or inaction of the Trustees, or in the event of an inability of the Trustees to act as a result of a deadlock vote and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owner may submit the matter to arbitration, and for that purpose, one arbitrator shall be designated by each of the Trustees, and a third by the two arbitrators so designated and such arbitration shall be conducted in accordance with the then rules and procedures of the American Arbitration Association; and (b) the Trustees shall not in any event be obligated to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the estimate of the Trustees of all costs associated therewith.

5.9 Design Review and Procedures.

5.9.1 No Unit Owner shall make any addition, alteration or improvement in or to his Unit which could affect the structural integrity of the Building(s) or cause any dislocation or impairment of or interruption to the Common Areas and Facilities, unless the same shall have been approved by the Trustees in accordance with the provisions of this Section 5.9 and shall conform to the conditions set forth in this Section 5.9. Also, no Unit Owner shall undertake any work or activity described in subparagraphs 9(b) and 9(c) of the Master Deed or in Section 5.7.2 of this Trust and By-Laws, unless the same shall have been approved by the Trustees in accordance with the provisions of this Section 5.9 and shall conform to the conditions set forth in this Section 5.9.

5.9.2 The following procedures and conditions shall apply with respect to all additions, alterations, improvements, structures, installations or other work or activities (hereinafter individually and collectively referred to as the "Proposed Work") which are subject to the approval procedures and

conditions of this Section 5.9:

(a) Prior to the commencement of the Proposed Work:

(I) The Unit Owner shall have submitted plans and specifications for the Proposed Work to the Trustees for their approval pursuant to the provisions of this Section 5.9. Such plans and specifications shall be in such detail as the Trustees may reasonably request, and shall be prepared and signed by a Registered Architect, Registered Professional Engineer and/or Registered Land Surveyor satisfactory to the Trustees, if so requested by Trustees;

(ii) The Unit Owner shall have submitted to the Trustees such supplemental information, in addition to the said plans and specifications, as the Trustees shall reasonably request in order to evaluate the proposed work;

(iii) The Trustees shall have given their written approval of the Proposed Work;

(iv) The Unit Owner involved and/or his contractor(s) shall have obtained and delivered to the Trustees such policies of casualty, public liability, workman's compensation and other insurance insuring the Trustees, the Unit Owners and such other persons as the Trustees may designate against such risks of loss and in such amount of coverage as the Trustees shall reasonably determine to be appropriate under the circumstances. Such policies of insurance may include a "Builder's All-Risk" policy, so-called; and

(v) The Unit Owner involved shall have obtained and delivered to the Trustees such security running to the benefit of the Trust, as the Trustees may reasonably require, so as to assure that the Proposed Work is duly, satisfactorily and expeditiously completed. Such security may take one or more of the following forms, as approved by the Trustees, who shall determine whether the amount, form and substance thereof is satisfactory:

- a. Deposits of cash or negotiable securities;
- b. Letters of Credit;
- c. Performance bonds and/or guarantees; or
- d. Such other types of security as the Trustees shall determine to be adequate and appropriate for the purpose.

(b) The Proposed Work shall be performed expeditiously in a good and workmanlike manner in full compliance with all applicable Federal, State and local laws, ordinances, codes, bylaws and rules and regulations, including those

relating to zoning, building, health, safety and sanitation; and all necessary permits required for the work, including a building permit (if required by law), shall be duly obtained and complied with.

- (c) The Proposed Work shall also be performed in full compliance with all conditions and requirements imposed by the approval(s) therefor granted by the Trustees.
- (d) No materials, supplies, equipment, tools or other items associated with the Proposed Work shall be stored or left overnight in or upon any of the Common Areas and Facilities without the prior written authorization of the Trustees.

5.9.4 By reviewing and approving a Unit Owner's Proposed Work, the Trustees are not undertaking nor shall they thereby assume any liability or responsibility for the structural or other soundness of the Proposed Work; and each Unit Owner for himself, his family and all others claiming by, through or under him, including all guests, lessees, tenants, licensees and other occupants of his Unit, hereby irrevocably releases each of the Trustees from any and all liability on account of any errors or defects in or failures or omissions with respect to the plans and specifications for and/or construction implementation of the Proposed Work. In addition, each Unit Owner who performs the Proposed Work or has the Proposed Work performed for him agrees to indemnify, defend and hold harmless, jointly and severally, the Trustees and all other Unit Owners from and against all loss, liability, damage and expense, including court costs and attorneys' fees, resulting from or arising in connection with any loss or damage to property or injury to person, actual or claimed, on account of the Proposed Work.

5.10 Rules, Regulations, Restrictions and Requirements. The Trustees shall have the right (which right shall not be delegated) at any time and from time to time to adopt, amend and rescind administrative rules and regulations governing the details of the operation and use of the units and the Common Areas and Facilities. The restrictions on and requirements respecting the use and maintenance of the Units and the use of the Common Areas and Facilities are to be consistent with provisions of the Master Deed and this Trust and By-Laws, and are designated to prevent unreasonable interference with the use by the Unit Owners of their Units and of the Common Areas and Facilities. The Trustees shall have the power to enforce the Master Deed, these By-Laws and the rules and regulations adopted pursuant hereto, and shall have the power to levy fines against the Unit Owners for violations thereof. No fine may exceed \$50.00 for any one violation, but each day a violation continues after notice shall be considered a separate violation.

Fines may be enforced against the Unit Owner or Unit Owners involved as common expenses owed by the particular Unit Owner or Unit Owners. In the case of persistent violation of the rules and

regulations by a Unit Owner, the Trustees shall have the power to require such Unit Owner to post a bond to secure adherence to the rules and regulations and shall have the right to bring an action against such Unit Owner to enjoin him from such course of conduct. The Unit Owner shall be responsible for all reasonable costs and expenses incurred by the parties in connection with any action so taken.

5.11 Manager. The Trustees may hire or appoint a manager or managing agent to perform such duties in the administration, management and operation of the Condominium, including the incurring of expenses, the making of disbursements and keeping of accounts, as the Trustees shall from time to time determine. However, notwithstanding the appointment of such a manager, the Trustees shall retain ultimate control over the administration, management and operation of the Condominium, and they may not delegate to such manager those powers and duties specified under Section 5.1 hereof not delegable. Any agreement for professional management of the Condominium shall be terminable without cause and without incurring payment of a termination fee on ninety (90) days (or less) written notice. The term of such an agreement shall not exceed three (3) years.

5.12 Meetings.

5.12.1 The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting shall elect the Chairman, Treasurer and Secretary (Treasurer and Secretary shall be the same person). Other meetings of the Trustees may be called by the Chairman provided, however, that written notice of each meeting stating the place, day and hour thereof shall be given at least three days before such meeting to both of the Trustees.

5.12.2 There shall be an annual meeting of the Unit Owners on the last Wednesday in February, of each year, commencing with the year 2004, at 7:30 p.m. at the condominium or at such other reasonable place and time as may be designated by the Trustees by written notice given to the Unit Owners at least seven days prior to the date so designated. At the annual meeting of the Unit Owners, the Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Trustees propose 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. If quorum shall not be present or represented at any meeting of the Unit Owners, the Unit Owners present in person or represented by proxy shall have the power to adjourn the meeting from time to time, without notice, other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which could have been transacted at the meeting as originally noticed. Notwithstanding the foregoing, no such subsequent meeting shall be held more than sixty (60) days following the date of the original called meeting.

5.13 Notices to Unit Owners. Every notice to any Unit Owner required or permitted under the provisions hereof 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 Owners by leaving such notice with him at his Unit in the Condominium or by mailing it, postage prepaid, and addressed to such Unit Owner at such address as may appear upon the records of the Trustees.

5.14 Record Date. The Trustees may, for a period not in excess of thirty (30) days prior to a date of any meeting of the Unit Owners, fix in advance a time as a record date for determining the Unit Owners having a right to notice of and to vote at such meeting, and in such case only Unit Owners of record on such record date shall have such rights, notwithstanding any transfer by a Unit Owner of his interest in his Unit after the record date. If no record date is fixed, the record date for the aforementioned purposes shall be 5:00 P.M. on the day next proceeding the day on which notice of a meeting of the Unit Owners is given.

5.15 Order of Business. The order of business at all meetings of Unit Owners shall be as follows:

- (a) Roll Call;
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting;
- (d) Report of officers;
- (e) Report of Trustees;
- (f) Report of committees;
- (g) Election of inspectors of election (when so required);
- (h) Election of Trustees (when required);
- (I) Unfinished business; and
- (j) New business.

5.16 Voting at Meetings. At all meetings of Unit Owners, all Owners may vote in person or by proxy. All proxies shall be (a) in writing signed by or on behalf of all the Owners of the Unit involved, (b) dated and (c) filed with the Secretary of the Trust. No proxy shall be valid beyond the date of the final adjournment of the first meeting of Owners, whether annual or special, held on or after the date thereof, and every proxy shall automatically terminate upon sale by the Owner of his Unit. A proxy may be revoked by notice given by any Owner of the Unit involved to the person presiding at the meeting at which it is to be cast. Any proxy which purports to be revocable without such notice shall be void.

5.17 Officers.

5.17.1 Designation. The officers of the Trust shall be a Chairman, a Treasurer, and a Secretary. Any one Trustee may hold more than one office.

5.17.2 Election and Qualification. The officers shall be selected by Trustees at their regular annual meeting. If said meeting is not held or in the event of resignation, removal or decrease of an officer, at any special meeting of the Trustees. All officers shall be Trustees.

5.17.3 Term of Office. All officers shall hold office for a term of two years or until their successors are elected and qualified.

5.17.4 Resignation. Any officer may resign at any time by written notice to the Chairman or the Secretary, which notice shall take effect on the date of receipt of such notice or at any later date specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.17.5 Vacancies. A vacancy in any office may be filled in the manner prescribed in Section 5.18.2 hereof. The officer selected to fill such a vacancy shall serve for the remainder of the term of the officer he replaces.

5.17.6 Chairman. The chairman shall reside at all meetings of the Trustees and of the Unit Owners, and shall have such other powers and perform such other duties as are provided in the Master Deed or in this Trust and By-Laws or as may be designated by the Trustees or the Unit Owners from time to time or as are ordinarily exercised by the presiding officer of a corporation.

5.17.7 Secretary and Treasurer. The Secretary and Treasurer shall record the votes and keep the minutes of all meetings of the Trustees and of the Unit Owners in a book or books to be kept for that purpose, the names of all Unit Owners, together with their addresses as registered by such Unit Owners, and shall have such other powers and duties as may be delegated from time to time. The Secretary and Treasurer shall also be responsible for the funds of the Trust and shall be responsible for keeping or having kept full and accurate financial records and books of account showing all receipts and disbursements of the Trust and any other financial data required by the Trustees or by the Unit Owners. He or she shall be responsible for the deposit of all funds in the name of the Trustees in such depositories as may be designated by the Trustees from time to time and shall have such other powers and duties as may be delegated to him by the Trustees or the Unit Owners from time to time. The Trustees may delegate such of the Treasurer's powers and duties to the manager or managing agent as they deem to be advisable.

5.17 Inspection of Books, Report to Unit Owners. Books, accounts and records of the Trustees shall be open to inspection to any of the Trustees and Unit Owners and first mortgage holders of the Units at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each

fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trustees for such year which shall include financial statements in such summary form and in such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by certified or registered mail within a period of ninety days after the date of the receipt by him shall be deemed to have assented thereto.

5.18 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.

5.19 Seal. The Trustees may adopt a seal circular in form bearing an inscription of the name of this Trust as set forth in ARTICLE I, but such seal may be altered by the Trustees at their 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.

5.20 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.

5.21 Removal from Condominium Law. Unit Owners holding one hundred percent (100%) of the total voting power of the Unit Owners shall be required to approve the removal of the Condominium described herein from the provisions of Chapter 183A, and thereafter the provisions of Section 19 of said Chapter 183A shall apply.

5.22 Sale or Lease of Units. Subject to such restriction as may otherwise be set forth in the Master Deed or in the Trust and By- Laws, a Unit Owner may assign, lease, sell or otherwise transfer all of his interest in his Unit(s), together with (a) the undivided interest in the Common Areas and Facilities appurtenant thereto; (b) 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 (c) the interest of such Unit Owner in any other assets of the Condominium (hereinbefore and hereinafter collectively called "Appurtenant Interests"). However, no Unit Owner shall execute any deed, lease, mortgage, or other instruments conveying or mortgaging title to or an interest in 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 so omitted, even though the latter shall not be expressly 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.

ARTICLE VI - RIGHTS AND OBLIGATIONS OF THIRD
PARTIES DEALING WITH THE TRUSTEES

6.1 Dealing with Trustees. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in the Middlesex North District Registry of Deeds need inquire further as to the persons who are then Trustees hereunder. The receipts of the Trustees or any one or more of them for monies 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 Trustee 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 or powers herein contained.

6.2 Recourse Against Trustees. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees or by reason of anything done or omitted to be done by or on behalf of them or any of them against the Trustees individually, or against any such agent or employee or against any beneficiary either directly or indirectly, by legal or equitable 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 decree or of any money that may otherwise become due or payable to them from the Trustees so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under the provisions of Chapter 183A.

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

6.4 Certifications by Trustees for Recording. All persons dealing in any manner whatsoever with the Trustees, the trust property or any beneficiary hereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with the Middlesex North District Registry of Deeds. Any certificate executed by the Secretary of this Trust setting forth the names of the Trustees hereunder, when recorded with said Registry of Deeds, shall be conclusive evidence of the identity of those persons who are serving as

Trustees in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate signed by both of 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.

ARTICLE VII - AMENDMENTS AND TERMINATION

7.1 Amendment of Trust. The Trustees, with the consent in writing of Owners of Units holding at least 75% of the total voting power of the Unit Owners, 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 shall be valid or effective if:

7.1.1 It would alter, or in any manner or to any extent whatsoever, modify or affect the percentage of beneficial interest of any Unit Owner hereunder so as to be different than the percentage of the undivided ownership interest in the Common Areas and Facilities which is appurtenant to such Owner's Unit as set forth in the Master Deed.

7.1.2 It would render this Trust contrary to or inconsistent with the Master Deed or any requirements or provisions of Chapter 183A.

7.1.3 It would cause provisions of this Trust to fail to comply with the requirements of the Federal National Mortgage Association ("FNMA") or Federal Home Loan Mortgage Corporation ("FHLMC") with respect to condominium mortgage loans.

7.2 Necessity for Recording Amendments, Alterations, Additions, or Changes. Any amendment, alteration, addition or change pursuant to the foregoing provisions of the ARTICLE VII shall become effective upon the recording with the Middlesex North District 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 for the acknowledgment 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 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 the 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.

7.3 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 law, as said Section 19 may be modified by Section 5.23 of this Trust.

7.4 Disposition of Property on Termination. Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of Chapter 183A, sell and convert into money the whole of the trust property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trust 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 as tenants in common, according to their respective percentages of beneficial interest hereunder. In making any sale under this provision, the Trustees shall have power to sell or vary any contract of sale and to do all things, including the execution and delivery of instruments, as may be in their judgement 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 possession or ownership, even though all times herein fixed for distribution of trust property may have passed.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.1 Terms. 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 includes females and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trust and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. The cover, title, index, headings of different parts hereof and the 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.

8.2 Waiver. The Trustees shall have the power and authority to waive any provision of this Trust affecting or limiting the rights of a Unit Owner for any cause or reason determined to be reasonable by such Trustees in their discretion; provided, however, that no such waiver on any one occasion shall constitute a waiver on any future occasion, nor shall any waiver of a provision of this Trust affect the Trustees' rights and power to enforce all other provisions of this Trust. No restriction, condition, obligation or provision contained in this Trust or By- Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same.

8.3 Conflicts. If any provision of this Trust shall be invalid or shall conflict with Chapter 183A, as amended, of the General Laws of Massachusetts, or if any provision of this Trust conflicts with any provision of the Master Deed, then the following rules on construction shall be used:

8.3.1 In the event of a conflict between the Trust and said Chapter 183A, as amended, the provisions of Chapter 183A shall control;

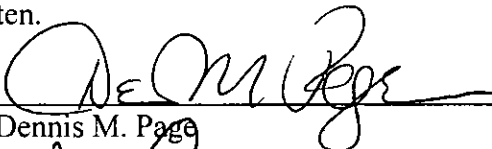
8.3.2 In the event of a conflict between any numerical voting requirements for action set forth in the Master Deed and any such requirements set forth herein, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control;

8.3.3 In the event of any conflict other than as set forth in Paragraph 8.3.2 of this Section between the provisions of the Master Deed and any other provision hereof, the provisions of the Master Deed shall control;


8.3.4 In the event of any conflict between the requirements set forth in the Master Deed or this Trust and the requirements of Federal Home Loan Mortgage Corporation ("FHLMC") or Federal National Mortgage Association ("FNMA"), the more stringent of the requirements of FHLMC or FNMA shall control, to the extent that such requirements do not otherwise conflict with applicable law.

8.4 Severability. In the event that any provision of this Trust shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed to be enforceable to the extent and in such situations as may be permitted by applicable law, and in any event, the partial or total unenforceability of such provision shall not affect in any manner the validity, enforceability or effect of the remainder of this Trust; and, in such event, all of the other provisions of this Trust shall continue in full force and effect as if such invalid provision had never been included herein.

IN WITNESS WHEREOF, Dennis M. Page and David Trahan, have hereunto set their hands and seals the day and year first above written.



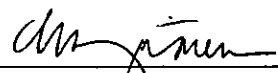
Dennis M. Page



David Trahan

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

On the 17th day of July, 2003, before me personally appeared the above named Dennis M. Page, and David Trahan and acknowledged the foregoing instrument to be their free act and deed before me,



Elizabeth A. Allen - Notary Public
My commission expires: 6/30/2006

