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Recorded: 09/21/2006 03:01 PM

**DECLARATION OF TRUST
OF
ROBIN HILL MEADOWS CONDOMINIUM TRUST**

THIS DECLARATION OF TRUST made this 23rd day of August 2006, by ROBIN HILL MEADOWS, LLC, a Massachusetts limited liability company, with an address of 17 Progress Avenue, Chelmsford, MA 01824 (hereinafter called the "Trustee" or "Trustees", which term and any pronoun referring thereto shall be deemed to include its 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:

ROBIN HILL MEADOWS CONDOMINIUM TRUST (hereinafter, the "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 183, amended from time to time, of the Massachusetts General Laws (hereinafter the "Act") for the purpose of managing and regulating the condominium known as Robin Hill Meadows (hereinafter the "Condominium"), established by a Master Deed of even date herewith (hereinafter the "Master Deed") executed by Robin Hill Meadows, LLC (hereinafter the "Declarant", which term shall also include all persons or entities which may succeed to the Declarant's position as a developer of the Condominium in accordance with the definition of Declarant contained in paragraph 20 of the Master Deed).

2.2. Definitions. Unless the context otherwise requires, the words defined in the Master Deed and the definitions contained in Section 1 of the Act 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 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 in this Trust of each Unit Owner is equal to the percentage of undivided ownership

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Address: 147 Robin Hill Rd. + Equestrian Lane, Chelmsford, MA

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interest of each Owner's Unit in the common areas and facilities of the Condominium as set forth in Exhibit C attached to and made a part of the Master Deed, as said percentage individual ownership interest may be amended from time to time (the "Beneficial Interest").

ARTICLE III THE TRUSTEES

3.1. Number of Trustees; Term of Office; Qualification. The Trust shall be governed by a Board of Trustees the size of which after the Transfer Date (as hereinafter defined) shall be either three (3) or five (5) members, as shall be determined and elected from time to time by the Unit Owners at their annual meeting or any special meeting in lieu of the annual meeting; subject, however, to the Declarant's rights to appoint Trustees as set forth in this Article III. Until the "Transfer Date" described below, Trustees need not be a natural persons or Unit Owner. The original Board of Trustees (the "First Board of Trustees") consists of Robin Hill Meadows, LLC, by its manager, Peter Charles Emanouil a/k/a P. Charles Emanouil. The Declarant shall have the right to remove any member of the First Board of Trustees, expand the First Board of Trustees or appoint new members to any vacancy, until the Transfer Date. The term "Board of Trustees" as it is used herein shall mean the Board as it is constituted from time to time. Each Trustee shall hold office until such time as his successor has been appointed and qualified. Every Trustee (other than Trustees serving on the First Board of Trustees) shall be a Unit Owner and a natural person. In the event that a corporation, limited liability company or other legal entity is a Unit Owner, it may designate one or more natural persons who shall be eligible to serve as Trustee with the exception of the First Board of Trustees which may be a corporation, limited liability company or other legal entity.

3.2. Subsequent Boards of Trustees. Except for the First Board of Trustees, any and all of said Trustees shall be subject to replacement, in the event of resignation or death, in the manner set forth in Section 3.4 of this Article III. Notwithstanding anything to the contrary contained herein, upon the earlier to occur of (a) one hundred twenty (120) days after seventy-five (75%) percent of the Beneficial Interest in the Condominium (defined as of the time after which Declarant shall no longer have the right to add additional phases or Units to the Condominium, as set forth in paragraph 18 of the Master Deed) have been conveyed to Unit purchasers, or (b) five (5) years following the recording of the first unit deed for a Unit in the Condominium (the "Transfer Date"), the Trustee appointed by the Declarant shall resign and the Unit Owners (including the Declarant as owner of unsold Units) shall appoint a three member Board of Trustees to serve until the next annual meeting of the Unit Owners. The Unit Owners at the next Annual Meeting shall elect either a three or a five member Board of Trustees (the composition to be determined by a vote of the Unit Owners). The terms of said Trustees shall be staggered as determined by the Unit Owners at such Annual Meeting but in no event shall the initial term of any Trustee exceed two years. Thereafter, the term of office for each Trustee shall be for a period of two years.

At each subsequent annual meeting of the Unit Owners or at a special meeting called for this express purpose, the Unit Owners, voting as provided in Article IV of this Trust, shall elect from among themselves not more than five Trustees to the Board of Trustees.

3.3. Acceptance of Trust. Each person hereafter appointed as a Trustee shall sign and acknowledge in the manner required in Massachusetts for the acknowledgment of deeds, an acceptance of such election which shall be recorded with the Middlesex North District Registry of Deeds (the "Registry"). The appointment of a Trustee shall be effective upon the recording with the Registry of an instrument of appointment and acceptance, executed by a then or departing Trustee and the new Trustee, and such person shall then become a Trustee and shall be vested with the title of the Trust Property jointly with the remaining or surviving Trustee or Trustees without the necessity of any act or transfer or conveyance.

3.4. Vacancies. With the exception of the First Board of Trustees, if and whenever the number of Trustees shall become less than three (3) or less than the number of Trustees last determined by the Unit Owners as provided in Section 3.2 hereof; a vacancy or vacancies in the office of Trustee shall be deemed to exist. Each such vacancy shall be filled by the appointment of a successor who shall be designated by a vote of Unit Owners holding at least fifty-one (51%) percent of the Beneficial Interest hereunder. If for any reason a successor shall not be so designated within sixty (60) days after the vacancy or vacancies occur, a successor may be appointed by any court of competent jurisdiction upon the application of any Unit Owner or Trustee after notice to all Unit Owners and Trustees and to such others as the court may direct. Any appointment by such court proceeding shall become effective upon recording with the Registry a certified copy of the court decree and of the acceptance of such appointment by the successor Trustee so appointed. Notwithstanding the foregoing provisions of this Section 3.4, the remaining Trustees shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred upon the Trustees. Any person appointed as a successor Trustee as hereinbefore provided shall be vested with the title to the trust property jointly with the remaining Trustees without the necessity of any act of transfer or conveyance.

3.5. Quorum and Action by Majority. The Trustees may act by a majority vote at any duly called meeting at which a quorum is present. Except for the First Board of Trustees, a quorum shall consist of a majority of the Trustees, but in no event less than two (2) Trustees.

3.6. Resignation and Removal of Trustee. Any Trustee may resign by notice in writing given to each of his co-Trustees, if any. Such written resignation shall be recorded with the Registry. After reasonable notice and an opportunity to be heard, a Trustee may be removed from office with or without cause by a vote of Unit Owners holding at least fifty-one (51 %) percent of the Beneficial Interest hereunder. Notwithstanding the foregoing to the contrary, the First Board of Trustees and any successor Trustee appointed by the Declarant may be removed only by the Declarant until the Transfer Date. Any such removal shall be evidenced by the recording with the Registry of a Certificate of Removal signed by a majority of the remaining Trustees naming the Trustee so removed and reciting that the requisite votes of the Unit Owners were cast for the removal.

3.7. Votes to be Cast for Trustees. As provided in Section 4.3 hereof, each Unit Owner shall have voting power equal to his Unit's Beneficial Interest hereunder as set forth in Exhibit C to the Master Deed. In addition, as the Condominium is a phased condominium with the potential for expansion to a total of sixteen (16) Units, all as provided in paragraph 18 of the

Master Deed, the Declarant shall have voting power as a Unit Owner, including, without limitation, voting power in the election and removal of Trustees, equal to the sum of: (1) the total percentage of Beneficial Interest hereunder appertaining to existing Units owned by the Declarant as set forth in said Exhibit C attached to the Master Deed, plus (2) a total percentage of Beneficial Interest attributable to units which may be added to the Condominium as part of future phases (said total percentage to be computed by multiplying (i) the difference between the number "16" minus the number of Units already included in the Condominium, times (ii) a figure equal to the average percentage of undivided Beneficial Interest appertaining to said Units which have already been included in the Condominium). The provisions setting forth the voting power of the Unit Owners, including the Declarant, are contained in greater detail in said Section 4.3 hereof.

3.8. No Bond by Trustees. No Trustee elected or appointed, as hereinbefore provided, whether as an original or successor Trustee, shall be obligated to give any bond or surety or other security for the performance of his duties hereunder, except as otherwise provided in Section 5.5. 1(d) of this Trust; provided, however, that Unit Owners holding at least fifty-one (51%) percent of the Beneficial Interest hereunder may at any time, by notice in writing signed by them and delivered to the Trustee or Trustees affected thereby, require that anyone (1) or more of the Trustees shall give bond in such amount and with such sureties as shall be specified in such notice. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

3.9. Compensation of Trustees. No Trustee shall receive compensation for his services, except that by a vote of a majority of the other Trustees a Trustee may be reimbursed for his out-of-pocket expenditures associated with Trust business.

3.10. No Liability In Good Faith. No Trustee shall be personally liable or accountable out of his personal assets by reason of any action taken, suffered or omitted in good faith, or for allowing one (1) or more of the other Trustees to have possession of the Trust books or property, or by reason of honest errors of judgment, mistakes of fact or law, the existence of any personal or adverse interest, or by reason of anything except his own willful malfeasance and default.

3.11. Dealing with Trust Not Prohibited. No Trustee or Unit Owner shall be disqualified by his office from contracting or dealing directly or indirectly with the Trustees or with one (1) or more Unit Owners, nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which any Trustee or Unit Owner shall be in any way interested be avoided, nor shall any Trustee or Unit Owner in dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relation hereby established, or by reason of such Unit Owner's status, provided the Trustee 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.

3.12. Indemnity. The Trustees and each of them shall be entitled to an indemnity both out of the Trust property and by the Unit Owners against any liability incurred by them or any of them in good faith in the execution hereof, including, without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines.

Nothing in this subsection contained shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument; the Trustees are empowered to obtain on behalf of the Trust suitable insurance against any such liabilities and to pay the premiums therefore as a common expense of the Condominium.

ARTICLE IV BENEFICIARIES AND BENEFICIAL INTEREST

4.1. Percentage Interests. The Trust 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 as set forth in Exhibit C to the Master Deed, as said Exhibit C may be hereafter amended as additional phase(s) are added to the Condominium pursuant to paragraph 18 of 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 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 anyone 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 to be held by a corporation, limited liability company or other legal entity the individual authorized to execute and acknowledge deeds for such entity shall be the designee.

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 such Unit Owner's Beneficial Interest. In addition, and notwithstanding any other provisions of this Trust and the By-Laws contained herein to the contrary, as the Condominium is a phased condominium, with the Declarant having the reserved right and easement to construct and add additional phases as set forth in paragraph 18 of the Master Deed, the Declarant shall have the right to exercise voting power as a Unit Owner equal to the Beneficial Interest attributable to the Units not yet included in the Condominium which may be so included as part of future phases. Such Beneficial Interest attributable to future Units, on account of which the Declarant may exercise voting power, shall be equal to the difference between the number "16" (being the maximum number of Units allowed for all phases of the Condominium) minus the number of Units then included in the Condominium multiplied by the average percentage of Beneficial Interest of all the Units then included in the Condominium. Therefore, the words "total voting power of the Unit Owners" as used in the Master Deed and this Trust shall at any point in time be equal to the sum of the voting power held by the Owners (including the Declarant) of the Units then included in the Condominium plus the voting power held by the Declarant with respect to Units which may be

constructed as part of future phases to be added to the Condominium as computed in accordance with the immediately preceding sentence. Notwithstanding the foregoing, from and after the expiration of seven (7) years after the date of the recording of the Master Deed, the voting power of the Unit Owners shall be limited to that held by those Unit Owners (including the Declarant with respect to Units owned by the Declarant) of Units included in the Condominium, and no voting power may be exercised by the Declarant with respect to Units not then included in the Condominium. The express intent of the voting power formula herein set forth is to allow for the Unit Owners to have a proportionate voice in the management and regulation of the Condominium through this Trust, as the Unit Owners' Organization, taking into due account the character of the Condominium as a phased condominium.

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. See Rules and Regulations attached hereto as Schedule A.

5.1. Powers and Duties of the Trustees. The Trustees shall have the powers and duties specifically conferred upon them by the Act, 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 and in Section 5.2.2 hereof, and supplemental assessments referred to in Section 5.4.1 and, beginning in the 6th year of existence of the Condominium, the Trustees shall include in assessments for common expenses \$75 per year per Affordable Unit, as may be adjusted every 5 years, which amount shall be paid to the Chelmsford Housing Authority for services to retain the long term affordability of the Affordable Units, as required by the Comprehensive Permit.

5.1.3. To do all thing necessary to operate, maintain, repair, improve, replace, alter and otherwise administer and care for the Common Areas and Facilities of the Condominium, including as an affirmative obligation of the Trustees, to do all such maintenance as is required by the Comprehensive Permit and, to the extent provided in the Master Deed and these By-Laws, maintain, repair and care for the Units.

5.1.4. To have a reasonable right of entry into any Unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Condominium as set forth in Section 5.2.2.

5.1.5. 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.

5.1.6. To obtain any legal, 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 the Act, the Master Deed, or these By-Laws (including this Section 5.1), may delegate certain of their powers and duties. The Trustees shall be entitled to rely upon the advice and counsel of attorneys, accountants and other advisors hired by them and shall be protected in so doing.

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

5.1.8. 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.

5.1.9. Subject to the provisions of Section 10(b)(2) of the Act, 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 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 the granting of utility rights and easements and/or rights and casements for other public purposes consistent with the intended use of the Common Areas and Facilities, without the prior authorization of Unit Owners holding at least sixty-seven (67%) of the Beneficial Interest hereunder and at least fifty-one (51%) percent of all first mortgagees of record of Units in the Condominium.

5.1.10. 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 accountings as may be reasonably required by the Unit Owners.

5.1.11. To purchase in their own name or the name of a nominee one (1) or more Units other than Affordable 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 5.20 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.

5.1.12. To borrow or in any other manner raise such sum or sums of money or other property as they shall deem advisable in any manner and on any terms, and to evidence the same by notes, bonds, securities or other evidence of indebtedness, which may mature at a time or times, and subject to any limitation 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.

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

5.1.14. To grant permits, licenses, easements, and rights in, upon, under and over the Common Areas and Facilities with respect to utilities and roads to be installed and for other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium and to enter into such agreements and undertakings as shall be necessary therefore.

5.1.15. 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.

5.1.16. To designate the location of outdoor parking spaces and to temporarily redesignate the location of those spaces.

5.1.17. To sign, seal, acknowledge, deliver and record in anyone 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.

5.1.18. To maintain all roads and emergency access in the Condominium.

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.
- (d) The powers and duties described in Sections 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, Repair and Replacement of Units/Common Areas.

5.2.1. Each Unit Owner shall be responsible for the proper maintenance, repair and replacement of his Unit and its appurtenances and those utility fixtures and utility installations serving his Unit, whether or not located inside such Unit, which are not part of the Common

Areas and Facilities. Each Unit Owner shall at all times fully and adequately heat (as the circumstances require) his unit so as to prevent the freezing of any pipes, plumbing and fixtures in the Unit and common area immediately adjacent to the Unit. Each Unit Owner shall be responsible for all damages 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. Subject to the provisions of Section 5.1.4 hereof, if the Trustees shall, at any time in their reasonable judgment, determine that a Unit 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 or any fixture, furnishing, facility or equipment therein is hazardous to any Unit or the occupants thereof or to the Common Areas and Facilities, the Trustees shall in writing request the Unit Owner to perform the needed maintenance, repair or replacement or to correct the hazardous condition, and in case such work shall not have been commenced within fifteen (15) days (or such reasonable shorter period in case of emergency 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 in a reasonable manner for such purpose; and the cost of such work shall be treated in the same manner as a common expense and shall be payable by such Unit Owner to the Trustees on demand.

5.3. Special Maintenance, Repair and Replacement of Common Areas.

5.3.1 The Trustees shall be solely responsible for the snow and ice removal, landscaping maintenance, street lighting, trash removal, rubbish removal, recyclable materials removal, roadway, driveway and parking area maintenance, storm drainage maintenance, and the Sewer Collection System on the property comprising the Condominium Common Area. Each Unit Owner shall be solely responsible for the snow and ice removal, landscaping maintenance, trash removal, rubbish removal, and recyclable materials removal on the property exclusively used by that Unit Owner within the Condominium. No sodium-based de-icers may be used for ice removal.

5.3.2. The Trustees shall have the sole responsibility for the operation and maintenance of the stormwater management facilities in strict compliance with guidelines prepared by a registered professional engineer, as approved in writing by the Town of Chelmsford Zoning Board of Appeals or its agent, and in conformance with the stormwater management act and Best Management Practices. Any contract with a management company that includes operation and maintenance of the stormwater management facilities shall incorporate by reference such guidelines.

In the event the Town of Chelmsford (the "Town") determines in its reasonable discretion that the Condominium Trust has failed to provide adequate maintenance or repair of any stormwater management facility or the Sewer Collection System, the Town shall provide the Condominium Trust written notice (the "Town's Notice") of same, which shall specify corrective measure to be taken, mailed by certified mail, return receipt requested. If, after fourteen (14) days following the date of the Town's Notice, the Condominium Trust has failed to complete the corrective measures, the Condominium Trust shall be deemed to have assented to

allow the Town to enter such Common Areas and Facilities and Limited Common Areas and Facilities as may be necessary to perform such maintenance or repairs. All costs incurred by the Town in performing such maintenance or repairs shall be paid by the Condominium Trust within thirty (30) days of written notice to the Condominium Trust by the Town, and, if not paid by the Condominium Trust within the time allowed, then such costs shall be assessed against the Unit owners which may be collected and enforced in the manner fixed by law for the collection of taxes. Notice of the lien shall be recorded in the Middlesex North District Registry of Deeds. As an alternative or in addition to this process, the Town may recover its costs by means of betterment assessments on the Condominium. Notwithstanding the foregoing, the Town shall have no obligation to perform the foregoing maintenance or repairs.

5.3.3. Landscaping shall be xeriscape landscaping, or a reasonable facsimile thereof, as may be determined by the Town of Chelmsford Community Developer Coordinator or its successor, as determined by the Town of Chelmsford Zoning Board of Appeals, to minimize water usage. Trees and vegetation shall be trimmed so as to preserve sight lines required by the Comprehensive Permit.

5.3.4 In the event a management company is engaged to maintain the Common Areas and Facilities, a copy of any such contract shall be provided to the Chelmsford Housing Authority upon request.

5.4 Common Expenses.

5.4.1. The Unit Owners shall be liable for common expenses and entitled to common profits of the Condominium in proportion to their Beneficial Interest in this Trust as set forth in Exhibit C to the Master Deed, as said Exhibit C may hereafter be amended as additional phase(s) are added to the Condominium; provided, however, that each Unit Owner shall be solely responsible to the respective utility companies for the cost of utility services billed or assessed (including, without limitation, electricity, natural gas, water and sewer use charges) 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 shall, to such extent as they deem advisable, set aside common funds of the Condominium as reserve or contingent funds, and may use the funds to set aside for reduction of indebtedness or other lawful capital purposes, 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.

5.4.2. At least thirty (30) days prior to the commencement of each fiscal year of this Trust (and within thirty (30) 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 percentage of the undivided Beneficial Interest in the Common Areas and Facilities as set forth in Exhibit C to the Master Deed, and such statements shall be due and payable in twelve (12)

equal monthly installments or such other installments as may be reasonably provided therein. In the event that the Trustees shall determine during any fiscal year the assessment so made is less than the common expense actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, the Trustees shall make a supplemental assessment or assessments and render statements for such assessments in the same manner as is done for annual assessments. The amount of each such payment if not paid when due, together with interest thereon at the rate of twelve (12%) percent 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 the Act. In addition, the Trustees may assess a late fee of fifty (\$50.00) dollars on any such common expense payment not received within ten (10) days after its due date, unless otherwise prohibited by law.

5.4.3. Each Unit Owner shall be personally liable for those common expenses assessed against his Unit which are due and payable during his period of ownership. No Unit Owner shall be liable for the payment of any part of the common expenses assessed against his Unit which become due and payable subsequent to a sale, transfer or other conveyance by him of such Unit. Any Unit Owner may, subject to the terms and conditions specified in these By-laws, provided that his Unit is free and clear of liens and encumbrances other than the statutory lien for unpaid common expenses, convey his Unit to the Trustees and in such event be exempt from common expenses thereafter becoming due. Except to the extent permitted by applicable law, any lien for common expenses imposed after the date of recordation of a first mortgage on any unit shall be subordinate to said mortgage. In addition, except to the extent permitted by applicable law, any fees, late charges, fines, or interest that may be levied in connection with unpaid assessments shall be subordinate to said mortgage. A purchaser of a Unit shall be personally liable for the payment of common expenses assessed and due, but unpaid, on account of such Unit prior to its acquisition by him, except that (a) a purchaser of a Unit at a foreclosure sale or (b) any first mortgagee who comes into possession of a Unit pursuant to the remedies provided for in the mortgage or by virtue of foreclosing the mortgage or taking a deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid common expense assessments against the Unit which accrue prior to the time such purchaser or mortgagee comes into possession or takes title to the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit). Any such sale or transfer pursuant to a foreclosure or a deed in lieu of foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of; any assessment made thereafter.

5.4.4. In the event of default by any Unit Owner in paying to the Trustees his common expenses or any amount otherwise assessed hereunder, 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. The Trustees shall have the right and duty to levy and enforce the collection of general and supplemental assessments for common expenses and to provide adequate remedies, and shall attempt to recover such common expenses, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action brought against such Unit Owner, or by foreclosure of the lien on such Unit as provided in Section 6 of the Act. All such fees and charges shall, to the extent permitted by law, constitute a lien on such Unit Owner's Unit.

5.4.5. A Unit owner shall, upon any action brought by the Trustees to collect any amounts assessed or payable hereunder, have no right to make any claims of defense or off-set upon any basis in such action but the Unit Owner shall be entitled to make such claim by separate action only after all amounts have been paid in full by said Unit Owner. A suit to recover a money judgment for amounts assessed hereunder shall be maintainable without enforcing or waiving the lien securing the same.

5.4.6. If the Unit owned by the delinquent Unit Owner is leased, rented or let, and upon compliance by the Trustees with the applicable provisions Section 6 of the Act, the Trustees shall be entitled to require the lessee or tenant to pay the rent due therefore directly to the Trustees until such time as the amounts due and outstanding are fully paid and, upon a failure thereof, to obtain 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.

5.4.7. 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 thereafter may, at the option of the Trustees, be required to pay a reasonable rental for the use of the Unit. Subject to the provisions of Section 5.24 hereof, the Trustees acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, 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 charges shall be maintainable without foreclosing or waiving the lien securing the same.

5.4.8. The Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by the provisions of the Act.

5.4.9. Neither the Trust nor the Trustees shall bear any responsibility whatsoever for damage to or theft of any vehicle while on the Condominium premises, and the Trustees shall not expend common funds for reimbursement in connection with such vehicle damage or theft.

5.4.10. Within ten (10) calendar days after receiving an appropriate request from a Unit Owner, a purchaser of a Unit under a written contract of sale therefore or a Unit mortgagee addressed to the Trustees and payment of a reasonable fee, not to exceed Fifty (\$50.00) Dollars, the Trustees shall supply a certificate in recordable form stating the amount of any unpaid assessments (including interest due thereon and cost of collection association therewith) for common expenses against the Unit. The foregoing fee shall not apply to sale of Units by the Declarant. A certificate pursuant Section 6(d) of the Act may be validly signed by (a) the majority of the Trustees who then appears to be serving according to the records of the Registry, or (b) the Management Company for the Condominium, provided a notice of the delegation of such authority, executed by a majority of the Trustees, is recorded with the Registry. Upon the recording with the Registry of such a certificate the Unit involved shall be discharged from any lien for unpaid common expenses which do not appear in said certificate.

5.5 Insurance.

5.5.1. Insurance Coverages to be Obtained. The Trustees shall obtain and maintain, to the extent obtainable, the following insurance:

- (a) Fire insurance with extended coverage and "all risk" coverage including vandalism and, malicious mischief endorsements insuring all of the Buildings and structures in the Condominium including, without limitation, all such portions of the interior of such Buildings as are for insurance purposes normally deemed to constitute part of the Building and are customarily covered by such insurance, such as heating, air conditioning and other service machinery, interior walls, all finished wall surfaces, bathroom and kitchen cabinets and fixtures and heating and lighting fixtures. Such insurance is to be in an amount at least equal to 100% of the replacement value of the said Buildings and structures and is to be payable to the Trustees as Insurance Trustees; for the Unit Owners and their mortgagees, as their respective interests may appear. An Agreed Amount and Inflation Guard Endorsement shall be a part of the policy.
- (b) Public liability insurance in such amounts as the Trustees may from time to time determine, but in no event shall the limits of liability under such insurance be less than Three Million (\$3,000,000.00) Dollars for bodily injury (both on a per person and per occurrence basis) and One Million (\$1,000,000.00) Dollars for property damage, insuring the Trustees, the manager (if any), all persons acting or who may come to act as agents or employees of the Trustees or the manager, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Condominium, and with cross liability coverage with respect to liability claims of anyone insured thereunder against any other insured thereunder. Such coverage shall include, without limitation, the legal liability of the insureds for property, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas and Facilities and legal liability arising out of law suits relating to employment contracts of the Trust. This insurance, however, shall not insure against the individual liability of a Unit Owner for negligence occurring within his own Unit.
- (c) Worker's compensation insurance as required by law.
- (d) A fidelity bond or bonds insuring against the dishonest acts of any Trustee, manager, or agent or employee of the Trust who may be responsible for handling the funds of the Trust. Such bond or bonds shall name the Trust as the insured and shall be in an amount at least equal to the greater of one and one-half (1½) times the common expense budget of the Condominium, including that portion of the budget allocable to reserve accounts or three (3) month's aggregate assessments on all Units plus reserve funds. Such bonds shall contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions.

- (e) If any portion of the Condominium is located within a designated flood hazard area, flood insurance in an amount not less than the lesser of (1) the maximum coverage available under the National Flood Insurance Program (NFIP) for all Buildings and other insurable property within any portion of the Condominium so located; or (2) 100% of current "replacement cost" of all such Buildings and other insurable property.
- (f) If the Condominium is subject to a substantial construction code provision which would become operative and require changes to undamaged portions of the Building(s), a Construction Code Endorsement (such as, for example, a Demolition Cost Endorsement, a Contingent Liability from Operation of Building Loans endorsement or an Increased Cost of Construction Endorsement).
- (g) Such other insurance as the Trustees may from time to time determine. The Trustees shall also secure such additional insurance, or modify existing coverage, if necessary, to comply with the requirements of Federal Home Loan Mortgage Corporation (hereinafter "FHLMC") or Federal National Mortgage Association (hereinafter "FNMA") so that mortgages covering Units will be eligible for sale to FHLMC and FNMA.

5.5.2 General Insurance Provisions.

- (a) The Trustees shall deal with the insurer or insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under Section 5.5.1. above and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, said review to include an insurance appraisal of improvements within the Condominium, and shall make any necessary changes in the policies provided for under Section 5.5.1. above in order to meet the coverage requirements thereof.
- (b) The Trustees shall be required to make every effort to see that all policies of insurance shall (1) contain waivers of subrogation by the insurer as to claims against the Trustees, the manager (if any), all persons who act or come to act as agents or employees of the Trustees or the manager, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Condominium, except in case of arson or fraud; (2) contain a waiver of defense of invalidity on account of the conduct of any of the Unit Owners or other persons over which the Trustees have "no control"; (3) provide that such policies may not be canceled or substantially modified without at least thirty (30) days written notice to all of the insureds thereunder and all mortgagees of Units in the Condominium; (4) provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by the Unit Owners or their mortgagees; (5) exclude policies obtained by individual Unit Owners from consideration under any "no other insurance" clause; and (6) provide that any Insurance Trust Agreement (if any there be) be recognized.

- (c) Each Unit Owner may obtain additional insurance for his own benefit and at his own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Trustees, and each Unit Owner hereby assigns to the Trustees the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage; said proceeds to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property owned or supplied by individual Unit Owners) shall be filed with the Trustees.
- (d) Each Unit Owner should obtain insurance for his own benefit and at his own expense insuring all personal property presently or hereafter located in his Unit, all floor coverings whether or not fixtures, and all improvements to his Unit which may not be covered by the insurance secured by the Trustees.

5.5.3 The Trustees, as Insurance Trustees as aforesaid shall collect and receive all casualty loss insurance proceeds and shall hold, use, apply and disburse the same in accordance with applicable provisions of Section 5.6 hereof. With respect to losses covered by such insurance which affect portions or elements or a Unit or of more than one (1) Unit to substantially the same or to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Trustees in a fair and equitable manner.

5.5.4 The cost of all such insurance obtained and maintained by the Trustees pursuant to provisions of this Section 5.5 shall be a common expense.

5.5.5 Certificates of insurance with proper mortgagee endorsements, 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.

5.6 Rebuilding, Restoration and Condemnation.

5.6.1. In the event of any casualty loss to the Buildings and/or other improvements forming the Condominium, 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 progress payments and with appropriate retainage.

- (b) If such loss as so determined exceeds ten (10%) percent of such value and if within one hundred twenty (120) days after the date of such loss, seventy-five (75%) percent or more of the Unit Owners do not agree to proceed with repair or restoration, 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 shall, to the extent permitted by law, be divided among the Unit Owners in proportion to their respective undivided ownership interest in the Common Areas and Facilities 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 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 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 undivided interests in the Common Areas and Facilities and shall be paid first to 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, seventy-five (75%) percent or more of the Unit Owners agree to proceed with the necessary repair or restoration, the Trustees shall arrange for the 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 appropriate progress payments and with appropriate 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 all the Unit Owners, as a common expense, the amount in excess of available insurance proceeds necessary to cover the cost of the repair and restoration; provided, however, that the cost of repairing or restoring improvements to a Unit, which exceeded a value of \$1,000.00 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 (10%) percent 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 (10%) percent of the value of the Condominium prior to the casualty, any Unit Owner not agreeing as provided in said Section 5.6.1(b) to proceed with the repair and restoration may apply to the Commonwealth of Massachusetts Superior Court Department of the Trial Court, Middlesex Division (the "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 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 proceeds of insurance.

5.6.4. 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 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 such Unit Owner entitled to a share.

5.6.5. Notwithstanding the foregoing sections 5.6.1 through 5.6.4, in the event of a casualty loss to any of the roads, parking areas, stormwater management facilities or Sewer Collection System, repairs will be made without regard to costs and said repairs shall be exempt from all provisions set forth above in sections 5.6.1 through 5.6.4 unless a written waiver is obtained from the Town of Chelmsford Zoning Board of Appeals.

5.6.6. In the event that any of the Units or any part of the Common Areas and Facilities of the Condominium are affected by eminent domain proceedings, the following shall apply, to the extent permitted by applicable law:

- (a) If a Unit is acquired by eminent domain, or if a part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by the Master Deed, the award shall compensate the Unit Owner for his Unit and its undivided percentage interest in the Common Areas and Facilities whether or not any of the Common Areas and Facilities have been acquired. Upon acquisition, unless the decree otherwise provides, that Unit's entire undivided interest in the Common Areas and Facilities and the Beneficial Interest under the Trust shall automatically be reallocated to the remaining Units of the Condominium in proportion to the respective undivided interest of the remaining Units in the Common Areas and Facilities prior to the taking, and the Trustees shall promptly prepare, execute and record an amendment to the Master Deed and the Trust reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection shall thereafter be a part of the Common Areas and Facilities.
- (b) Except as provided in subsection (a), if part of a Unit is acquired by eminent domain, the award shall compensate the Unit Owner for the reduction in value of the Unit and its undivided percentage interest in the Common Areas and Facilities. Upon acquisition, (1) that Unit's undivided interest in the Common Areas and Facilities shall be reduced on the basis of the reduction of the fair value of the Unit as at the date of such taking bears to the fair value of the remaining Units in the Condominium as of such date, and (2) that Unit's interest in the Common Areas and Facilities shall be divested from said Unit and shall automatically be reallocated to the remaining Units in proportion to the respective undivided interest of the remaining Units in the Common Areas and Facilities prior to the date of such taking.

- (c) If the Common Areas and Facilities or any part thereof are acquired by eminent domain, the Trustees shall be the party in interest to receive any such award and to pursue any additional awards due to such taking. Any such award or any action taken by the Trustees pursuant hereto shall be brought or paid to the Trustees naming the "Trustees of Robin Hill Meadows Condominium Trust as Condemnation Trustees for the benefit of Robin Hill Meadows condominium, of the several Unit Owners and their respective mortgagees".

The Trustees shall divide any portion of the award not used for restoration or repair of the remaining Common Areas and Facilities among the Unit Owners in proportion to their respective undivided percentage interest before the taking but any portion of the award attributable to the acquisition of a portion of the Common Areas and Facilities which had been exclusively reserved to any Unit pursuant to the terms of the Master Deed shall be paid to the Owner of such Unit or his mortgagee. Each Unit Owner hereby appoints the Trustees of Robin Hill Meadows Condominium Trust as his attorney-in-fact for the foregoing purposes.

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 Unit Owners holding twenty-five (25%) percent or more of the Beneficial Interest hereunder to make any such improvement, the Trustees shall submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof and authorizing the Trustees to proceed to make the same, and (b) a copy of the provisions of Section 18 of the Act. Notwithstanding the foregoing, so long as the Declarant has any Beneficial Interest hereunder, the Trustees shall not be required to submit the aforementioned documents to the Unit Owners unless a request for improvements is made by Unit Owners holding at least fifty-one (51%) percent of the Beneficial Interest hereunder. Upon whichever of the following shall first occur, namely, (a) the receipt by the Trustees of such agreement signed by Unit Owners holding at least fifty-one (51%) percent of the Beneficial Interest hereunder, or (b) the expiration of six (6) months after such agreement was first submitted to the Unit Owners, the Trustees shall notify all Unit Owners of the aggregate percentage of Unit Owners who have then signed such agreement. If the percentage of agreeing Unit Owners equals or exceeds seventy-five (75%) percent, the Trustees shall proceed to make the improvement or improvements specified in such agreement and shall charge the costs thereof as a common expense, provided, however, that, if such improvement costs in excess of ten percent (10%) of the then value of the Condominium, any Unit Owner not agreeing to the improvement may apply to the Superior Court, upon 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. If the percentage of agreeing Unit Owners equals Of exceeds fifty-one percent (51%), but is less than seventy-five percent (75%), the Trustees may, with the written consent of those Units Owners who wish the improvement to be made, proceed to make the improvement and charge the cost thereof as a common expense to such agreeing Unit Owners only.

5.7.2. If and when 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 such improvement, as the Trustees in their reasonable discretion deem to be necessary or desirable in the circumstances.

5.7.3. No Unit Owner shall make any addition, alteration or improvement in or to the Unit which could affect the structural integrity or fire rating 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 Section 5.7.4 hereof and shall conform to the conditions set forth in said Section 5.7.4.

5.7.4. The following procedures and conditions shall apply with respect to all additions, alterations, improvements, structures, installations or other work or activities (hereinafter individually or collectively referred to as the "Proposed Work") which are subject to the approval procedures and Conditions of this Section 5.7.4:

Prior to the commencement of the Proposed Work:

- (a) 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 5.7.4. 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;
- (b) 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 fully evaluate the proposed work; and
- (c) The Trustees, acting as a Design Review Committee shall have given their written approval of the Proposed Work, which approval shall not be unreasonably withheld.

5.8. 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 to be 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.

5.9. Meetings.

5.9.1. 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. Other meetings of the Trustees may be called by the Chairman and shall be called upon the written request of at least two (2) Trustees; provided, however, that written notice of each meeting stating the place, day and hour thereof shall be given at least three (3) days before such meeting to each of the Trustees.

5.9.2. There shall be an annual meeting of the Unit Owners on the second Wednesday in April of each year, at 7:00 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 (7) days prior to the date so designated. Special meetings of the Unit Owners may be called at any time by the Trustees, and special meetings of the Unit Owners shall be called by the Trustees upon the written request of Unit Owners holding at least thirty-three and one-third (33 1/3%) percent of the Beneficial Interest hereunder. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated. At the annual meeting of the Unit Owners, the 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. The presence in person or by proxy of the holders of a majority of the Beneficial Interest shall be necessary to constitute a quorum at all meetings of the Unit Owners for the transaction of business. If, however, such 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 at the meeting as originally notified.

5.9.3. Unit Owners entitled to vote at any meeting may vote by proxy only if the proxy holder is a Trustee. No otherwise valid proxy not so held by a Trustee shall be given effect.

5.10. 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 (1) or more of the Trustees to such Unit Owner by leaving such with him at his residence 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.

5.11. Record Date. The Trustees may, for a period not in excess of thirty (30) days prior to the date of any meeting of the Unit Owners, fix in advance a time as a record date for determining the Unit Owner 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 preceding the day on which notice of a meeting of the Unit Owners is given.

5.12. Action by Consent of Trustees. The Trustees may transact without a meeting any business which they are authorized to transact at a meeting, provided that a majority of the Trustees assent in writing to the decisions of the Trustees concerning such business by signing the official record of said decisions to be filed with the records of the Trustees. Any action so taken shall have the same force and effect as though taken at a duly called and held meeting of the Trustees.

5.13. Officers.

5.13.1. Designation. The officers of the Trust shall be a Chairman, a Treasurer, a Secretary and such other officers as the Trustees from time to time determine.

5.13.2. Election and Qualification. The officers shall be appointed by the First Board of Trustees or their successors selected by the Declarant until the Transfer Date and thereafter the officers shall be selected by majority vote of the Trustees at their regular meeting or if such regular meeting is not held or in the event of resignation, removal or decease of an officer, at any special meeting of the Trustees. All officers shall be Trustees. A Trustee, if there is then only one (1) or are then only two (2) in office, may hold more than one (1) office.

5.13.3. Term of Office. All Officers, other than the First Board of Trustees or their successors as appointed by the Declarant, shall hold office for a term of one (1) year and until their successors are elected and qualified. No person may hold such office for more than four (4) years in succession and until such person's successor is elected and qualified; provided that any person who vacates such office after so holding office for four (4) years in succession may be subsequently re-elected to such office, but only where such person's new term in office begins not less than two (2) years after such person previously vacated such office.

5.13.4. Chairman. The Chairman shall preside 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 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.

5.13.5. Secretary. The Secretary 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. He shall keep the records and documents of the Trustees and of the Unit Owners. He shall record in a book kept for that purpose the names of all Unit Owners, together with their addresses as registered by such Unit Owners, and their mortgagees, if any, 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.

5.13.6. Treasurer. The Treasurer shall 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 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.

5.14 Inspection of Books, Report to Unit Owners. Books, accounts and records of the Trustees shall be open to inspection to anyone (1) or more of the Trustees and the 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 (90) days after the date of the receipt by him shall be deemed to have assented thereto.

5.15 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 (2) 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.

5.16 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.

5.17 Fiscal Year. The fiscal year of the Trust shall be the calendar year, ending with the last day of December or such other dates as may from time to time be determined by the Trustees.

5.18 Removal from Condominium Law. Until such time as the Declarant has no Beneficial Interest hereunder, Unit Owners holding one hundred (100%) percent of the Beneficial Interest shall be required to approve the removal of the Condominium described herein from the provisions of the Act, and thereafter the provisions of Section 19 of the Act shall apply; provided, however, if the Declarant approves of such removal, the approval of Unit Owners holding at least seventy-five (75%) percent of the Beneficial Interest, together with the consent in writing of sixty-seven (67%) of the holders of first mortgages on Units, shall be required for such removal.

5.19 Sale or Lease of Units. Subject to the provisions of the Master Deed, 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) any exclusive easements appurtenant thereto (as described in the Master Deed), (c) any storage facility assigned to the Unit (as described in the Master Deed), (d) the interest of such Unit Owner in any Units therefore acquired by the Trustees or their designee, on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any, (e) any exclusive rights and/or

easements as provided in paragraph 6 of the Master Deed, and (f) the interest of such Unit Owner in any other assets of the Condominium (hereinafter collectively called "Appurtenant Interests"). However, no Unit Owner shall execute any deed, lease, mortgage, or other instrument 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 (1) or more of such interests, without including all such interests so omitted, shall include all such interests 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. Any such lease shall be in compliance with the terms of the Master Deed.

5.20 Acquisition of Units by the Trustees. With the approval of Unit Owners holding seventy-five (75%) percent of the Beneficial Interest under this Trust, the Trustees may acquire a Unit other than an Affordable Unit using funds from the working capital and common expenses in the hands of the Trustees, or if such funds are insufficient, the Trustees may levy an assessment against each Unit Owner in proportion to his Beneficial Interest as set forth in Exhibit C to the Master Deed, 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 Unit, together with the Appurtenant Interests, so to be acquired by the Trustees.

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 Registry need inquire further as to the persons who are then Trustees hereunder. The receipts of the Trustees, or any two (2) 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 two (2) 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 two (2) or more of them, purporting to be done, in pursuance of any of the provisions or powers herein contained. Notwithstanding the foregoing, until the Transfer Date, no person dealing with the Trustee designated by the Declarant 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 Trustee 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 therefore; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under the provisions of the Act.

6.3. Instruments Subject to Trust Terms. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by an 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 Registry. Any certificate signed by a majority of the Trustees in office at the time, setting forth as facts any matters affecting the Trust, including statements as to who are the Trustees or 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 the Registry 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 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 a Trustee, or any two (2) or more of them, as the case may be, shall, as to all persons acting in good faith in reliance thereon, be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

ARTICLE VII AMENDMENTS AND TERMINATION

7.1. Amendment of Trust. The Trustees, with the consent in writing of Unit Owners holding at least sixty-seven (67%) percent of the Beneficial Interest hereunder, may at any time and from time to time, amend, alter, add to or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change shall be valid or effective if:

7.1.1. Made without the consent of the Declarant prior to the Transfer Date; or

7.1.2. 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 individual ownership interest of such Unit Owner in the Common Areas and Facilities as set forth in Exhibit C to the Master Deed as said Master Deed may be hereafter amended to add new phase(s) to the Condominium pursuant to the provisions of paragraph 18 of the Master Deed; or

7.1.3. It would render this Trust contrary to or inconsistent with the Master Deed or any requirements or provisions of the Act or the Comprehensive Permit; or

7.1.4. It would, in any manner, disqualify mortgages of Units in the Condominium for sale to FHLMC or FNMA. All provisions of this Trust shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.

7.2. Necessity for Recording Amendments, Alterations, Additions or Changes. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this ARTICLE VII shall become effective upon the recording with the Registry 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 the Act in accordance with the procedure therefore set forth in Section 19 of the Act, as maybe supplemented by Section 5.18 hereof and with the prior written consent of the Town of Chelmsford Zoning Board of Appeals, in its reasonable discretion, and provided that arrangements have been made for the continued maintenance of the infrastructure obligations set forth in the Comprehensive Permit.

7.4. Disposition of Property on Termination. Upon the termination of this Trust, the Trustees may, subject to and in accordance with provisions of the Act, 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 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 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 possession or ownership, even though all times herein fixed for distribution of Trust property may have passed.

ARTICLE VIII MORTGAGES

8.1. Mortgage List. A Unit Owner who mortgages his Unit shall notify the Trustees of the name and address of the Mortgagee. The Trustees shall maintain a current list of such information.

8.2. Report of Violations. The Trustees whenever so requested in writing by a Mortgagee of a Unit shall promptly report any then unpaid common charges due from, or any other violation of the provisions of the Master Deed or this Trust by, the Unit Owner of the mortgaged Unit.

8.3. Notice. The Trustees, where giving notice to Unit Owner of a default in paying common expenses or of any other such violation, shall, if requested by a Mortgagee, send a copy of such notice to each Mortgagee of the Unit whose name and address has theretofore been furnished to the Trustees.

8.4. Right to Examine Books. Each Mortgagee of a Unit shall be permitted to examine the books, accounts and records of the Condominium at reasonable times on regular business days.

ARTICLE IX ASSIGNMENT BY UNIT OWNER OF RIGHTS AND OPTIONS

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.

ARTICLE X CONSTRUCTION AND INTERPRETATION; WAIVER

10.1. 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 include females and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trust and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. The cover, title, headings of different parts hereof, the table of contents 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. As all provisions of the Master Deed and this Trust are to be construed so that mortgages covering Units shall qualify for sale to FHLMC and to FNMA, in the event that any action to be taken requires an assent or vote of a specified percentage of Unit Owners and/or their mortgagees, and if the requirements of FHLMC and FNMA shall differ, the higher percentage shall be required.

10.2. Consents. Wherever it is provided herein that the permission, approval or consent of any party is required, such permission, approval or consent shall not be unreasonably withheld. The Trustees 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.

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

10.3.1. In the event of a conflict between the Trust and the Act, as amended, the provisions of the Act shall control.

10.3.2. The invalidity of any provision of the Trust shall not impair or affect the validity or enforceability of the other provisions of this Trust.

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


10.3.4. In the event of any conflict other than as set forth in Subsection 10.3.3 of this Section between, the provisions of the Master Deed and any other provision hereof, the provisions of the Master Deed shall control.

10.3.5. In the event of any conflict between the requirements set forth in the Master Deed or this Trust and the requirements of FHLMC or 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.

10.4. Waiver. 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.

IN WITNESS WHEREOF, the undersigned have hereunto caused these presents to be executed in its behalf. as a sealed instrument on the day and date first above written.

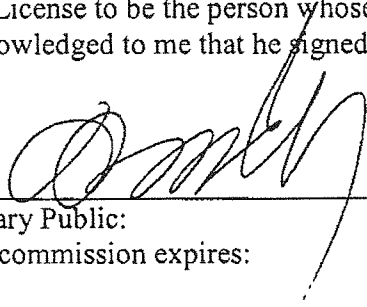
ROBIN HILL MEADOWS, LLC

By: 
P. Charles Emanouil, Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 28th day of August, 2006, before me, the undersigned notary public, personally appeared P. Charles Emanouil, Manager of Robin Hill Meadows, LLC, proved to me through satisfactory evidence of identification, which was a Driver's License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, duly authorized.



Notary Public:
My commission expires:

END OF DOCUMENT

