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OLD SCHOOL COMMONS

CONDOMINIUM TRUST

Return to:
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OLD SCHOOL COMMONS CONDOMINIUM TRUST

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OLD SCHOOL COMMONS CONDOMINIUM TRUST

THIS DECLARATION OF TRUST made this 5th day of September, 2003, by CASSANDRA L. ALLEN and AMANDA J. ALLEN (hereinafter called the "Trustees", which term or any pronoun referring thereto shall be deemed to include Successors in Trust hereunder or to mean the Trustee or the Trustees acting for the time being hereunder, wherever the context so permits).

ARTICLE INAME OF THE TRUST

Section 1.1 Name: The trust created shall be known as the OLD SCHOOL COMMONS CONDOMINIUM TRUST.

ARTICLE IITHE TRUST AND ITS PURPOSE

Section 2.1 General Purpose: This Trust is created as the "Organization of Unit Owners" as required by the provisions of Chapter 183A of the Massachusetts General Laws ("Condominium Act") for the purpose of managing and regulating the OLD SCHOOL COMMONS CONDOMINIUM ("Condominium"), established and created by a Master Deed executed by the owner of the land described therein (such owner being sometimes referred to as "Declarant"), dated the same date as the date of this Trust and recorded herewith in the Hampshire County Registry of Deeds. As set forth in the Master Deed, it is contemplated that additional land and property may be submitted to the provisions of the Condominium Act and said Master Deed by amendments thereto; in such event, the land and property so submitted shall be managed and regulated according to the terms of this Trust.

Section 2.2 Definitions: Unless the context otherwise requires, the definitions contained in Section 1 of the Condominium Act and Article II, Section 2.2 of the Master Deed shall be applicable to this Trust.

Section 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, with only such rights as are conferred upon them as beneficiaries hereunder and under the provisions of the Condominium Act.

Section 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 Unit Owners who are Owners from time to time of the Units in the Condominium. The beneficial interest of each Unit Owner in the declared Phases of the Condominium is as set forth in Schedule C annexed to the Master Deed of the Condominium as from time to time amended and incorporated by reference herein and made a part hereof. Said beneficial interest is equal to the undivided interest in the Common Elements of each Unit Owner set forth and contained in Schedule C of the Master Deed.

ARTICLE III

THE TRUSTEES

Section 3.1 Number of Trustees; Vacancies: There shall be at all times not less than five (5) nor more than nine (9) Trustees, such number to be determined from time to time by vote at the annual or any special meeting of Unit Owners holding not less than fifty-one (51%) percent of the beneficial interest hereunder; provided, however, that until the date upon which the Declarant owns less than twenty-five (25%) percent of the Voting Power of the Trust as defined in Schedule D of the Master Deed or, if earlier, upon the date which is twenty (20) years after the date of this Trust (hereinafter) referred to as the ("takeover event"), the number of Trustees shall be two (2), who shall be the original Trustees hereto or their successors designated by the Declarant. Upon the occurrence of the "takeover event", the term of office of the original Trustees or successors designated by the Declarant shall be deemed terminated so as to permit the vacancies thereby created to be filled in the manner hereinafter set forth. Until such vacancies have been filled, or until the expiration of a period of ninety (90) days after the occurrence of the "takeover event", whichever shall first occur, the Trustees may continue to act hereunder. Within said ninety (90) day period, a general meeting shall be held and three (3) interim Trustees elected to serve until the next annual meeting. At the first annual meeting following the "takeover event", unless otherwise decided by at least fifty-one (51%) percent of the Unit Owners, five (5) Trustees shall be elected. The term of office of the Trustees elected or appointed to fill the vacancies of the original Trustees, their successors designated by the Declarant, or the Trustees elected to serve during the interim period, shall be determined in the following manner:

- 1) The two candidates receiving the most votes shall serve for three (3) years;

- 2) The two candidates receiving the next highest total of votes shall serve for two (2) years; and
- 3) The final candidate shall serve for one (1) year.

Thereafter, the term of office of each Trustee shall be for a period of three (3) years from the date of election so as, to assure continuity of management. Each Trustee shall serve until his or her successor has been elected, appointed, and qualified, and an instrument stating the same has been filed in the Hampshire County Registry of Deeds.

If and whenever the number of Trustees shall be less than five (5), a vacancy or vacancies shall be deemed to exist. Each such vacancy shall be filled by the election of a successor by the Unit Owners holding a majority of the beneficial interest represented in person or by proxy at a duly called annual or special meeting of Unit Owners at which a quorum is present; if such successor shall not be so elected within thirty (30) days after the vacancy occurs, then the remaining Trustees or Trustee shall make such appointment, each appointment to fill a vacancy, other than by court proceeding as hereinafter provided, shall become effective upon recording with the Hampshire County Registry of Deeds of an instrument in writing signed by such successor and by a majority of the Trustees and acknowledged by such successor and by at least one of said Trustees, setting forth the name and address of the successor Trustee and the name and address of the Trustee being replaced. Any appointment by court proceeding shall become effective upon recording with said Hampshire County Registry of Deeds a certified copy of such court decree with the acceptance of such appointment subscribed and sworn to by the new Trustee. If for any reason any successor shall not be so designated within sixty (60) days after a vacancy in office occurs, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any Unit Owner or by notice to all Unit Owners and Trustees and to such other parties as the court may direct. Notwithstanding the foregoing provisions of this Section 3.1, the remaining or surviving Trustees shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed, and any person appointed as a successor Trustee as hereinbefore provided shall be vested with the title to the trust property jointly with the remaining or surviving Trustee or Trustees without the necessity of any act, transfer or conveyance.

Section 3.2 Action Majority; Delegation: The Trustees may act by a majority vote at any duly called meeting at which a quorum is present; a quorum shall consist of a majority of two (2) of the Trustees but, after the "takeover event", in no event less than three (3) Trustees. The Trustees,

provided there shall be at least three (3) Trustees in office, may also act without a meeting if a written assent thereto is signed by all of the Trustees then in office. The Trustees may delegate their powers to any one or more Trustees by written instrument duly recorded in the Hampshire County Registry of Deeds; the persons so designated may act on behalf of the Trustees of the OLD SCHOOL COMMONS CONDOMINIUM TRUST.

Section 3.3 Resignation or Removal of Trustees: Any Trustee may resign at any time by giving notice in writing signed and acknowledged by him to each of his Co-Trustees and by recording the notice of resignation with said Hampshire County Registry of Deeds. After reasonable notice and an opportunity to be heard, a Trustee may be removed from office with or without cause by a vote of the Unit Owners holding at least fifty-one (51%) percent of the beneficial interest hereunder, except as otherwise provided in Section 3.1 with respect to the original Trustees or any successors designated by the Declarant. Such removal shall become effective upon the recording with said Hampshire County Registry of Deeds of an instrument signed by a majority of the Trustees and acknowledged by at least one Trustee.

Section 3.4 Bond by Trustees: All Trustees, employees of the Trust, and volunteers responsible for handling funds belonging to or administered by the Trust shall be bonded against dishonest acts on their part in an amount not less than one and one half (1.5) times the estimated annual operating budget of the Trust, including reserves, which bonds shall name the Trustees of the OLD SCHOOL COMMONS CONDOMINIUM TRUST as the named insured and loss payee as insurance Trustees for all of the Unit Owners. All expenses incident to any such bonds shall be charged as a Common Expense of the Condominium.

Section 3.5 Compensation of Trustees: No Trustee shall receive compensation for his services unless so provided by a vote of Unit Owners holding at least fifty-one (51%) percent of the beneficial interest hereunder, and any compensation so provided shall be from time to time fixed by the Unit Owners and shall be a Common Expense of the Condominium. No compensation to a Trustee may be voted during such time as the Declarant shall be entitled to fifty-one (51%) percent or more of the beneficial interest hereunder.

Section 3.6 No Liability if in Good Faith: No Trustee shall be personally liable or accountable or be deprived of compensation by reason of any action taken, suffered, or omitted in good faith, or for allowing one 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 or default.

Section 3.7 Self-Dealing: Any and all Trustees, notwithstanding their official relations to the Trust and the beneficiaries, may in the ordinary course of business enter into, negotiate, consummate and perform any contract or agreement of any name or nature between the Trust and/or any or all the Unit Owners and themselves or any or all of the individuals from time to time constituting the Trustees or any firm or corporation in which any of the Trustees or any Unit Owner may be interested directly or indirectly, whether such individual, individuals, firm, or corporation thus contracting with the Trust shall thereby derive personal or corporate profits or benefits or otherwise; provided, however, the interest of such Trustee is first disclosed to the other Trustees and further provided such contract is fair and reasonable in its terms, the intent hereof being to relieve each and every person who may be or become a Trustee from any disability that might otherwise exist from contracting with the Trustees or with the Unit Owners for the benefit of himself or any partnership or corporation in which he may be in any way interested.

Section 3.8 Indemnity: The Trustees, collectively and individually 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 reasonable execution of the duties set forth herein, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties, and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for his share of the Common Expenses of the Condominium and for his or her proportionate share of any claims involving the Trust property in excess thereof, all as provided in Massachusetts General laws Chapter 183A, Sections 6 and 13. Nothing contained in this paragraph shall be deemed, however, to limit in any respect the powers granted to the Trustees by this Instrument.

ARTICLE IV

BENEFICIARIES AND BENEFICIAL INTEREST

Section 4.1 Beneficial Interest: The beneficiaries of the Trust shall be the Unit Owners of the Condominium as they from time to time are named in the records of the Hampshire County Registry of Deeds. The beneficial interest in the Trust property shall be divided among the Unit Owners in the same proportion as the undivided interest in Common Elements of the Condominium pertaining to each Unit of the Condominium set forth in Schedule C of the Master

Deed, and may be decreased as set forth in Schedule D of the Master Deed only if and when any subsequent Phase is added to the Condominium.

Section 4.2 Persons to Vote as Unit Owners: The beneficial interest of each Unit Owner of the Condominium shall be held as a whole, not to be divided among several Owners of any such Unit, to that end, whenever any Unit 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 pertaining to such Unit hereunder; and (b) notify the Trustees of such designation by a notice in writing signed by a majority 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.

ARTICLE V

BYLAWS

The provisions of this ARTICLE V shall constitute the Bylaws of this Trust and the organization of Unit Owners established hereby, to wit:

Section 5.1 Powers of the Trustees: The Trustees shall, subject to and in accordance with all applicable provisions of the Condominium law, have the absolute control, management, and disposition of the Trust property (which term, as herein used, shall insofar as applicable, be deemed to include the Common Elements as if the Trustees were the absolute owners thereof, free from the control of the Unit Owners). Without limiting the generality of the foregoing, at any time and from time to time and without the necessity of applying to say court or to the Unit Owners for leave to do so, the Trustees shall have full power and uncontrolled discretion to:

- (1) Retain the Trust property, or any part or parts thereof, in the same form or forms of investment in which received or acquired by them so far and so long as they deem fit, without liability for any loss resulting therefrom;
- (2) Sell, assign, convey, transfer, exchange, or otherwise deal or dispose of the Trust property or any part or parts thereof, free of all trusts, at public or private sale, for cash or on credit, and in such manner, on such terms, for such consideration and subject to such restrictions, stipulations, agreements and reservations as they deem proper, including the power to secure the payment of all or any part of the purchase price of any of the Trust property so sold or transferred by mortgage and

to execute and deliver any deed or other instrument in connection with the foregoing;

- (3) Purchase or otherwise acquire title to, and to rent, lease, or hire from others for terms which may extend beyond the possible duration of this Trust, any property or rights to property, real or personal, including, without limiting the generality of the foregoing, any Unit or Units in the Condominium, and to own, manage, use, and hold such property and such rights;
- (4) Borrow or in any other manner raise such sum or sums of money or other property for such purposes, upon such terms and in such manner as they deem advisable, and to evidence the same by notes, bonds, securities, or other evidence of indebtedness, which may mature at a time or times beyond the possible duration of this Trust, and to execute and deliver any mortgage, pledge, or other instrument to secure any such borrowing;
- (5) Enter into any arrangement for the use or occupation of the Trust property, or any part or parts thereof, including, without limiting the generality of the foregoing, leases, subleases, easements, licenses, or concessions, upon such terms and conditions and with such stipulations and agreements as they deem desirable, even if the same extend beyond the possible duration of this Trust;
- (6) Invest and reinvest the Trust property or any part or parts thereof from time to time, including power to invest in any type of security or property which they deem proper, and without liability for loss, even though such property or such investments may not produce income, may be wasting assets or may be of a character or in an amount not customarily deemed proper for the investment of trust funds;
- (7) Obtain and maintain such casualty and liability insurance on and with respect to the Trust property as they deem necessary or proper, consistent with the provisions of Section 5.5 hereof;
- (8) Incur such liabilities, obligations, and expenses, and to pay from the principal or the income of the Trust property in their possession all such sums as they deem necessary or proper for the furtherance of the purposes of the Trust;
- (9) Determine as to all sums of money and other things of value received by them, whether and to what extent the same shall be treated as and accounted for as

principal or as income, and as to all charges or expenses paid by them, whether and to what extent the same shall be charged against principal or against income, including, without limiting the generality of the foregoing, power to apportion any receipt or expense between principal and income, and power to determine what portion, if any, of the actual income received upon any asset purchased or acquired at a premium shall be added to principal to prevent a diminution thereof upon the maturity or exhaustion of such asset of investment;

- (10) Vote in such manner as they deem fit any or all shares in any corporation or trust included in the Trust property, and for that purpose to give proxies to any person or persons or to one or more of their number to vote, waive any notice or otherwise act in respect to any such shares;
- (11) Guaranty performance of the obligations of others in any cases where they deem it is to the advantage of the Trust that they give such guaranty;
- (12) Maintain such offices and other places of business as they deem necessary or proper and to engage in business in Massachusetts or elsewhere;
- (13) Deposit any funds of the Trust in any bank or trust company, and to withdraw and draw checks on any funds of the Trust, all in accordance with the provisions of Section 5.18 hereof;
- (14) Enter and have such access to Units in the Condominium as shall be reasonably necessary for the performance and exercise of the duties, obligations, rights, and powers of the Trustees hereunder;
- (15) Employ, appoint, and remove such agents, managers, officers, board of managers, brokers, employees, servants, assistants, and counsel (which counsel or manager may be a firm or company of which one or more of the Trustees are members or in which they hold an interest) as they deem proper and to define their respective duties and pay their compensation for the purchase, sale, or management of the Trust property, or any part thereof, or for conducting the business of the Trust, provided that any agreement for professional management or any other contract providing for services of the developer may not exceed three (3) years and must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days written notice. The Trustees shall not be answerable for the acts and defaults of any such person. The Trustees may

delegate to any such agent, manager, officer, board, broker, employee, servant, assistant, or counsel, any or all of their powers (including discretionary power, except the power to join in amending, altering, adding to, terminating or changing this Declaration of Trust and the Trust hereby created shall not be delegated), all at such times and for such purposes as they deem proper. Without limiting the generality of the foregoing, the Trustees may from time to time designate from their number a Chairman, a Treasurer, a Secretary, and such other officers as they deem fit, and may from time to time designate one or more of their own number to be the Managing Trustee or Managing Trustees, for the management and administration of the Trust property and the business of the Trust, or any part or parts thereof;

- (16) Grant or withhold approval of any action which changes the exterior appearance of the Condominium, alters any portion of the Common Elements, or affects the structural or mechanical integrity of a Building, its fixtures and appliances, following Notice and Hearing;
- (17) Generally, in all matters not herein otherwise specified, to control, manage and dispose of the Trust property as if the Trustees were the absolute Owners thereof and to do any and all acts, including the execution of any instrument, which by their performance thereof shall be shown to be in their judgment for the best interest of the Unit Owners; and the Trustees shall, in the exercise and fulfillment of the powers and provisions set forth in this ARTICLE V provide for the necessary maintenance, repair, and replacement of the Common Elements and payment therefor from the Trust property;
- (18) Take such steps, including the expenditure of funds, to protect and preserve the Common Elements; and
- (19) Conduct litigation or other proceedings and to sue or conduct any other course of action involving the Common Elements or arising out of the enforcement of the Bylaws, Rules and Regulations promulgated pursuant thereto, or restrictions in the Master Deed.

Section 5.2 Maintenance and Repair of Units:

- (1) Each Unit Owner shall be responsible for the proper maintenance, repair and replacement of his Unit and the maintenance, repair and replacement of utility fixtures serving the

Unit including screens and storm windows, if any, window trim, doors, door frames, door hardware and door trim, plumbing and sanitary waste fixtures and fixtures for water and other utilities, electrical fixtures and outlets, air conditioning equipment and all wires, pipes, drains and conduits for water, sewage, electric power and light, telephone, cable television and other utility services which are contained solely within or serve only such Unit. In addition, each Unit Owner shall be responsible for the maintenance and nonstructural repairs to the Limited Common Areas appurtenant to his Unit, including but not limited to removal of snow, ice and leaves. Each Unit Owner shall be responsible for all damages to any and all other Units caused by his failure to satisfy his maintenance, repair and/or replacement obligations hereunder, including but not limited to water damage caused by broken pipes not properly maintained or kept in working order.

(2) If the Trustees shall at any time determine in their reasonable judgment that a Unit or its appurtenant Limited Common Areas 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 or any fixtures, furnishing, facility or equipment therein is hazardous to any Unit or the occupants thereof, the Trustees shall make a written request that the Unit Owner perform the needed maintenance, repair or replacement or correct the hazardous condition; if such work shall not have been commenced within fifteen (15) days (or such reasonably shorter period in case of emergency as the Trustees shall determine) of such request and thereafter diligently brought the same to completion, the Trustees shall be entitled to have the work performed on the account of such Unit Owner. The cost of such work as is reasonably necessary therefor shall constitute a Special Expense to be assessed as a Special Charge against that Unit and may become a lien upon such Unit for which the Unit Owner thereof shall be personally liable.

Section 5.3 Additions, Alterations or Improvements by Unit Owners:

(1) No Unit Owner shall make any structural addition, structural alteration, or structural improvement in or to the Condominium without the prior consent of the Trustees. The Trustees shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement within sixty (60) days after such request. Any application to any governmental authority for a permit to make such an addition, alteration or improvement shall be executed only by the Trustees, but neither they, nor the Trust itself shall incur any liability to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to persons or damage to property arising therefrom. The provisions of this Section 5.3 may be superseded in whole or in

part by resolution of the Trustees. The administration of said provisions may be assigned to a committee, subject to Notice and Comment. The provisions of this Section shall not apply to portions of the Condominium owned by the Declarant.

(2) Any Unit Owner making an alteration pursuant to this Section 5.3 shall, solely at his expense and prior to commencing the work: (i) provide for waivers of all mechanics' lien rights which may arise as a result of the alteration; (ii) provide certificates of insurance acceptable to the Trustees insuring against all losses commonly insured against which might arise out of the work, naming the Trust as an additional insured; (iii) indemnify and hold the Trust and the other Unit Owners harmless from the effect of the work; (iv) minimize the disturbance of other Unit Owners caused by the work; and (v) indemnify and hold the Trust harmless from any costs, fees, or expenses incurred or suffered by the Trust in connection with said work by the Unit Owner or with the request made by the Unit Owner for consent, including, without limitation, the reasonable fees and charges of any attorneys, engineers, contractors, architects or similar professionals retained or consulted by the Trust in connection therewith. Any Unit Owner making any structural addition, structural alteration or structural improvement pursuant to this Section 5.3 or otherwise, shall do so solely at his expense and shall at all times and in all respects comply with all orders, laws, regulations, governmental requirements, and good engineering practice with respect thereto.

(3) No work which would jeopardize the soundness or safety of the Building shall be done in a Unit or in the Common Elements unless in every such case the unanimous consent of all Unit Owners and all first mortgagees is first obtained.

(4) Subject to compliance with the provisions of the preceding paragraphs of this Section 5.3, a Unit Owner may, solely at his expense, alter a partition wall or a ceiling or floor between adjoining Units owned by him, or within a Unit owned by him, by creating an opening therein between such Units or portions of the same Unit, provided such alteration or construction does not adversely affect the support of any Unit or the strength, utility, effectiveness or structural integrity of any of the Common Elements, or the wires, conduits, pipes, ducts, chutes, flues, or other facilities which run through the affected wall, ceiling, or floor and which furnish utility or other services to any other Units or to any of the Common Elements. Provided the foregoing conditions have been met, the Trustees shall not unreasonably withhold their consent to such alteration, but shall not consent if they determine the proposed alteration would adversely affect the health, safety or quiet enjoyment of other Unit Owners or that any of the other conditions

which such Unit Owner must satisfy hereunder would not be or have not been met. Upon completion of any alterations for such a wall, ceiling, or floor opening, the Unit Owner shall deliver to the Trust, at his sole expense, a copy of "as built" plans and specifications for said alteration and a copy of the Certificate of Occupancy and Building Permit, if required, issued by the Building Official of the City; thereafter, so long as such an opening exists, the Unit Owner shall have an easement to pass through the opening between his Units or portions of the same Unit. A Unit Owner may seal any such opening and restore such wall, ceiling, or floor to its original condition by the same procedure and by fulfilling all of the conditions for such restoration as are applicable to creating such opening pursuant to this Section 5.3. For purposes of this paragraph, Owners of adjoining Units shall, by acting in concert in accordance with and pursuant to the provisions of this Section 5.3, be considered together as one "Unit Owner".

(5) Any expenses incurred by the Trust under this Section 5.3 may be collected as special Charges from the Unit Owner requesting or making an alteration.

Section 5.4 Maintenance, Repair, and Replacement of Common Areas, Expenses, and Profits:

(1) General: The Trustees shall be responsible for the proper maintenance, repair, and replacement of any portion of the Common Area subject to the provisions of Section 5.9 hereof with respect to repairs and replacement necessitated by physical damage or casualty loss, except as provided in Section 5.7 and Section 5.10 hereof, and such work may be done through the Managing Agent as hereinafter set forth. Any two (2) Trustees or the Managing Agent, or any others who may be so designated by the Trustees, may approve payment of vouchers for such work. The expenses of such maintenance, repair or replacement shall be assessed to all Unit Owners as a Common Expense of the Condominium at such times and in such amounts as provided in this Section 5.4; provided, however, that if the maintenance, repair or replacement of a portion of the Common Area 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, the expenses of such maintenance, repair or replacement may be assessed as a Special Charge to the particular Unit Owner by the Trustees and the Unit Owner shall be personally liable therefor. Whenever in the judgment of the Trustees the Common Area shall require additions, alterations or improvements, the cost of which are intended to be assessed as Common Charges and the costs of which will exceed the annual operating budget then in effect, the making of such additions, alterations, or improvements shall require approval of a Majority of Unit Owners. Any additions,

alterations or improvements costing less than such sum may be authorized by vote of the Trustees. In either case Notice and Comment shall be required.

(2) Common Profits and Common Expenses: The Unit Owners shall be liable for Common Expenses and entitled to Common Profits of the Condominium in proportion to their respective undivided beneficial interest as set forth in ARTICLE IV hereof. The Trustees may at any time or times distribute Common Profits among the Unit Owners in such proportions. The Trustees shall, to the extent they deem advisable, set aside common funds of the Condominium as a reserve for maintenance, repairs and replacement of those portions of the Common Area that must be replaced on a periodic basis and may, to the extent they deem advisable, set aside common funds of the Condominium as reserve or contingent funds for other purposes, including without limiting the generality of the foregoing, reduction of indebtedness or other lawful capital purpose, or subject to the provisions of Section 5.6, for 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.

(3) Annual Evaluation: At least thirty (30) days prior to the commencement of each fiscal year of this Trust (and within thirty (30) days after the execution hereof with respect to the portion of a fiscal year then remaining), the Trustees shall, subject to Notice and Hearing, estimate the Common Expenses expected to be incurred during each fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed Common Profits from prior years determine, subject to Notice and Hearing, the Common Charges to be assessed for such fiscal year. The Trustees shall promptly render statements to the Unit Owners showing the amount assessed for their respective shares of such Common Charges calculated according to their respective undivided beneficial interests hereunder and such Common Charges shall, unless otherwise provided herein, be due and payable within thirty (30) days after the statements are rendered. In the event the Trustees determine during any fiscal year that the Common Charges so assessed are 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 of Common Charges and render statements therefor in the manner aforesaid, and such Common Charges shall be payable and take effect as aforesaid. The Trustees may in their discretion provide for payments of Common Charges in monthly or other installments. The amount of each such payment, together with a late charge of Twenty-five and 00/100ths (\$25.00) Dollars for each month a payment is not made when due, and any costs and expenses of collection

thereof including, without limiting the generality of the foregoing, reasonable attorney's fees, shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to the provisions of Section 6 of the Condominium Law. A "Certificate of Paid Assessments and Termination of Right of First Refusal" shall be provided to each Unit Owner upon request at a cost of Seventy-five and 00/100ths (\$75.00) Dollars.

(4) Expenditure of Funds: The Trustees shall expend funds derived from Common Charges only for Common Expenses and lawful purposes permitted hereby and by the provisions of the Condominium Act. Funds derived from Special Charges shall be expended only for Special Expenses permitted hereby and under the Master Deed.

(5) Special Charges: If upon request, or on an emergency basis, the Trust provides any service to any Unit, other than the services described in the Condominium Instruments to be provided to all Units, the expenses of such service shall be specially assessed against the Unit to which the service is provided, and may be collected as a Special Charge against such Unit. Special Charges shall include:

- (a) The costs of collection of any Charges attributable to that Unit, including reasonable attorney's fees;
- (b) Fines, penalties and liquidated Special Charges imposed against individual Unit Owners for breaches of the requirements of the Condominium Instruments and Rules and Regulations promulgated pursuant thereto;
- (c) Interest and late charges attributable to any delinquent Charges assessed to that Unit;
- (d) The costs of providing Special Services; and
- (e) The costs and expenses to the Trustees of enforcing their rights under the Condominium Instruments and Rules and Regulations against individual Unit Owners, including reasonable attorney's fees.

(6) Lien for Special Charges: All unpaid sums charged to a Unit Owner as Special Charges shall constitute a lien on such Unit Owner's Unit pursuant to Article XI of the Master Deed, such lien to be in all respects equivalent to a lien for unpaid Common Charges created by Section 6 of the Condominium Act, except that a lien for Common Charges shall be prior to a lien for Special Charges. If there is more than one lien for Special Charges on the same Unit all such liens for Special Charges shall be of equal priority.

(7) Payment of Charges: All Unit Owners shall be obligated to pay the Charges or installments thereof at such time or times as the Trustees shall determine.

(8) No Waiver of Liability: No Unit Owner may exempt himself from liability for Charges by waiver of the use or enjoyment of any part of the Property or by abandonment of his Unit.

(9) Non-Liability After Conveyance: No Unit Owner shall be liable for the payment of any Charges assessed against his Unit subsequent to a sale, transfer or other conveyance of all such Unit Owner's interest in such Unit.

(10) Remedies: If any Charge is not paid when due, such Charge shall be deemed delinquent and shall, together with interest, late charges and costs of collection, including reasonable attorneys' fees as herein provided constitute a continuing lien on the Unit of the delinquent Owner. Interest on delinquent Charges shall be established by the Trustees, subject to Notice and Comment, at the highest rate not usurious, and shall accrue as a Special Charge on the delinquent amount from the due date thereof until collected. The Trustees may by resolution, subject to Notice and Comment, establish late charges as a Special Charge to defray the extra expenses and costs incurred due to a Unit Owner's failure to pay Common Charges promptly. The Trustees shall attempt to recover such amounts by an action brought against such Unit Owner or by foreclosure of the lien, or both. The Trustees, on behalf of all Unit Owners, shall have the power to purchase such Unit at a foreclosure sale and to acquire, hold, lease, mortgage, vote the votes Appurtenant thereto (other than for the election of Trustees), and convey or otherwise deal with the same. A suit to recover a money judgment for delinquent amounts shall be maintainable without foreclosing or waiving the liens securing the same. Upon the vesting of title to a Unit in the heirs, successors, devisees, personal representatives or assigns of the Owner, such successor in title shall become personally liable for the payment of such Common Charges assessed prior to such acquisition, except:

(a) All sums assessed by the Trustees, but unpaid, for the share of the Common Expenses chargeable to any Unit shall constitute a lien on such Unit prior to all other liens, except only (i) tax liens on the Unit in favor of any assessing authority and special district, including any state and federal tax liens, and (ii) all sums unpaid on first mortgages and purchase money mortgages of record.

(b) Where a purchaser at a foreclosure sale obtains title to a Unit, such successor in title, his heirs, successors and assigns, shall be liable for the unpaid share of the

Common Expenses or assessments by the Trust chargeable to such Unit by his predecessor in title, and such mortgagee or purchaser shall not be relieved of liability for any Charges thereafter coming due.

(c) Any first mortgagee which obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for more than six (6) months of Common Charges assessed against and chargeable to said Unit prior to the acquisition of title to the Unit by the mortgagee.

(11) Certificate of Payment of Assessments: The Trustees shall upon demand and payment of the sum of Seventy-five and 00/100ths (\$75.00) Dollars at any time furnish to any Unit Owner or mortgagee or prospective Unit Owner or prospective mortgagee a certificate in writing signed and acknowledged by the Trustees, setting forth any Charges then due and unpaid. Such certificate, known as a "Certificate of Paid Assessments and Termination of Right of First Refusal" shall be conclusive evidence of payment of any Charges not therein stated as being unpaid.

(12) All of the provisions of ARTICLE V relating to repair, rebuilding and improvements are subject to Sections 17 and 18 of the Condominium Act; in the event of any conflict between the provisions of this ARTICLE V and said Sections 17 and 18, the provisions of said Section 17 and 18 of the Condominium Act shall apply and control.

Section 5.5 Insurance:

(1) Coverage: To the extent reasonably available, the Trustees shall obtain and maintain insurance coverage as set forth in Subsection 5.5(2) and Sections 5.6, 5.7 and 5.8. Premiums for such insurance shall be Common Expenses, except such portions thereof that shall be Special Expenses.

(2) Physical Damage: All Buildings and Improvements (as defined in Subsection (e) hereof), and all of the personal property owned by the Trust shall be insured against risk of physical damage as follows:

(a) Amounts: As to real property, in an amount equal to the replacement cost of such property subject to physical damage; as to personal property, in an amount equal to its actual cash value. Prior to obtaining any insurance on real property under this Section 5.5, and at least annually thereafter, the Trustees shall obtain an appraisal from a qualified appraiser for the purpose of determining the replacement cost of such real property.

(b) Risks Insured Against: The insurance shall afford protection against loss or damage by reason of:

(i) Fire and other perils normally covered by extended coverage;

(ii) Vandalism and malicious mischief;

(iii) Such other risks of physical damage as from time to time may be customarily covered with respect to Buildings and Improvements similar in construction, location and use as those on the Property, including, without limitation, builder's risk coverage for the Improvements under construction; and

(iv) Such other risks of physical damage as the Trustees may from time to time deem appropriate.

(c) Other Provisions: The insurance shall include, without limitation, the following provisions:

(i) Waivers by the insurer of rights of subrogation, other than those based on fraud or criminal acts, against the Trust, its directors and officers, and the Unit Owners;

(ii) That the insurance shall not be affected or diminished by reason of any other insurance carried by any Unit Owner or mortgagee of a Unit;

(iii) That the insurance shall not be affected or diminished by any act or negligence of any Unit Owner or any occupants or owners of any Improvements when such act or negligence is not within the control of the Trust;

(iv) That the insurance shall not be affected or diminished by failure of any Unit Owner or any occupants of any improvements to comply with any warranty or condition when such failure to comply is not within the control of the Trust;

(v) Such deductible as to loss and coinsurance features as the Trustees in their sole judgment deem prudent and economical;

(vi) That the insurance may not be cancelled or substantially modified (except for the addition of property or increases in amount of coverage) without at least thirty (30) days prior written notice to the named insured and to all mortgagees;

(vii) provisions for identification of mortgagees and for the allocation of their several interests to specific Units or other property;

(viii) The standard mortgagee clause, except that any loss otherwise payable to named mortgagees shall be payable in the manner set forth in subsection (x) hereof;

(ix) Adjustment of loss shall be made by the Trustees;

(x) Proceeds for losses shall be payable to the Trustees as Insurance Trustees for all of the Unit Owners collectively; and

(xi) The named insured shall be the Trust.

(d) Evidence of Insurance: The insurer shall make arrangements for providing Certificates of Insurance to all mortgagees and Unit Owners promptly upon the request of the Trust, or of any Unit Owner, mortgagee or prospective purchaser.

(e) Definition: As used in this Section 5.5, the terms "Buildings" and "Improvements" shall be defined as set forth in the Master Deed, but limited to exclude the Units and those items enumerated in Section 5.2 hereof.

Section 5.6 Liability Insurance: The Trustees shall obtain and maintain public liability insurance for bodily injury and property damage in such amounts as the Trustees may from time to time determine, insuring the Trust, the Manager (at the discretion of the Trustees), and each Unit Owner with respect to their liability arising from ownership, maintenance or repair of the Property, including, without limitation, liability arising from construction operations, except as provided in subsection (3) below. Such liability insurance shall also cover cross-liability claims among the insured parties. The Trustees shall review such insurance coverage at least annually. The insurance provided under this Section shall include, without limitation, the following provisions:

(1) That the insurance shall not be affected or diminished by failure of any Unit Owner or any occupants of any improvements to comply with any warranty or condition when such failure to comply is not within the control of the Trust;

(2) Waivers by the insurer of rights of subrogation, other than those based on fraud or criminal acts, against the Unit Owners, and the Trust, its Trustees and Officers; and

(3) No liability insurance need be provided for a Unit Owner with respect to his Unit and any Limited Common Areas used exclusively by him.

Section 5.7 Workmen's Compensation Insurance: The Trustees shall obtain and maintain Workmen's Compensation Insurance to meet the requirements of the laws of the Commonwealth of Massachusetts.

Section 5.8 Other Insurance: The Trustees are authorized to obtain and maintain such other insurance as they may from time to time deem appropriate.

Section 5.9 Damage To Or Destruction of Property:

- (1) Duty to Repair or Restore: Any portion of the Condominium damaged or destroyed shall be repaired or restored promptly by the Trustees, except as provided in Sections 5.2, 5.9(4), 5.9(5) and 5.10. All casualty losses exceeding ten (10%) percent of the value of the Condominium prior to the casualty shall be dealt with by the Unit Owners and Trustees in accordance with Section 17 of the Condominium Act and Section 5.4 hereof.
- (2) Estimate of Cost: Promptly after the damage or destruction and thereafter as they deem advisable, the Trustees shall obtain reliable and detailed estimates of the cost of repair or restoration. The Trustees may retain the services of an architect to assist in the determination of such estimates and in the supervision of repair and restoration.
- (3) Collection of Construction Funds: In cases of casualty losses of less than ten (10%) percent of the value of the Condominium prior to the casualty, construction funds may consist of insurance proceeds, condemnation awards, proceeds of assessments against Unit Owners, and other funds received on account of or arising out of the damage or destruction. All casualty losses exceeding ten (10%) percent of the value of the Condominium prior to the casualty shall be dealt with by the Unit Owners and Trustees in accordance with Section 17 of the Condominium Act and Section 5.4 hereof.
- (a) Insurance Proceeds: The Trustees shall adjust losses under physical damage insurance policies. Such losses shall be payable to the Trustees in accordance with Section 5.5(2)(c)(x).
- (b) Assessment of Owner: If insurance proceeds and funds described in subsection 5.9(3)(c) are insufficient for the necessary repair and restoration for which the Trust is responsible, such deficiency shall be a Common Expense and the Trustees shall assess Common Charges therefor payable as specified herein.
- (c) Payments By Others: All funds received on account of or arising out of such damage or destruction shall be turned over to the Trustees.
- (d) Condemnation Awards: Condemnation awards shall be payable in accordance with Article XXI of the Master Deed.
- (4) Plans and Specifications: Any repair or restoration must be either substantially in accordance with the plans or other records adopted by the Trustees pursuant to Section 5.5(2)(e), or according to plans and specifications approved by the Trustees and by a Majority of the Unit

Owners and the holders of first mortgages encumbering fifty-one (51%) percent of the Units subject to mortgages.

(a) Construction Funds:

(i) To the extent such damage or destruction is covered by insurance obtained pursuant to Section 5.5 or by a condemnation award not specifically allocated to a Unit Owner, the proceeds of such insurance or award shall be made available for repair or restoration of the Unit;

(ii) To the extent such damage or destruction is not covered by insurance obtained pursuant to Section 5.5 or by a condemnation award not specifically allocated to the Unit Owner, the Unit Owner shall be responsible for the cost of repair and restoration, which may be assessed and collected as a Special Charge.

(b) Performance of Work and Payment:

(i) If there is no damage to or destruction of the Common Area, or if the combined damage to or destruction of all affected Units and the Common Area does not exceed Ten Thousand and 00/100ths (\$10,000.00) Dollars, the repair or restoration of each Unit shall be effected by its Unit Owner.

(ii) Subject to Section 17 of the Condominium Act, if there is damage to or destruction of the Common Area and the combined damage to or destruction of all affected Units and the Common Area exceeds Ten Thousand and 00/100ths (\$10,000.00) Dollars, the repair or restoration of the Common Area and Units shall be effected by the Trustees, to the extent construction funds as described in subsection 5.9(4)(a)(i) are available and to the extent the Unit Owners make payment as hereafter provided. Each Unit Owner shall pay to the Trustees as a Special Charge such sum based on the estimate of cost described in Section 5.9(2), as is necessary to cover any part of the cost of repair or restoration which is not covered by insurance obtained pursuant to Section 5.5.

(c) Deductibles: To the extent there is a shortage of funds resulting from a provision for deductibles in the insurance obtained pursuant to Section 5.5, each affected Unit Owner may be required to contribute as a Special Charge not more than Five Thousand and 00/100ths (\$5,000.00) Dollars toward such shortage. The balance of such shortage, if any, after deduction of such required contributions shall be assessed against all Unit Owners as a Common Expense.

(d) Shortages in Condemnation Awards: Shortages resulting from an insufficiency in any condemnation awards which are not specifically assessed to a particular Unit Owner shall be assessed against all Unit Owners as a Common Expense.

(5) Disbursement of Construction Funds: The Trustees shall use the construction funds for the payment of the cost of such repair or restoration including the cost of temporary repair for the protection of the Property pending the completion of permanent repair and restoration, upon written authorization of the Trustees, and if an architect has been retained by the Trustees, upon presentation of an architect's certificate stating that the work represented by any such payment has been satisfactorily completed.

(a) Contributions by Unit Owners: The Trustees shall keep a separate accounting as to each Unit Owner with respect to payments made by him pursuant to Sections 5.9(4)(a)(ii), 5.9(4)(b) and 5.9(4)(c), and expenditures of such payments. General expenses of administration, such as deductions by the Trust for its costs, expenses and fees shall be charged against the construction fund and against Unit Owners' payments made pursuant to Sections 5.9(4)(a)(ii), 5.9(4)(b) and 5.9(4)(c), in proportion to the amount paid by each. All portions of such payments by Unit Owners not expended as herein provided shall be refunded to the Unit Owners and their mortgagees as their interests may appear.

(b) Surplus Funds: If after payment of all costs of repair and restoration and the refund of any excess payments pursuant to subsection (a) of this Section there remains any surplus fund, such fund shall be paid to Unit Owners in proportion to their contributions resulting from assessments levied against them pursuant to Section 5.9(3)(b) or 5.9(4)(b); provided, however, that no Unit Owner shall receive a sum greater than that actually contributed by him. Any surplus remaining after such payments shall be held by the Trustees and shall be part of the general income of the Trust.

Section 5.10 Determination Not to Repair or Restore: If the Condominium is damaged to the extent of two-thirds (2/3) of its then replacement cost, and three-fourths (3/4) of the Unit Owners and the holders of mortgage liens affecting at least three-fourths (3/4) of the Units (or such other number as may at that time be specified by the Condominium Act) vote not to proceed with repair or restoration, the Common Elements remaining shall be deemed to be owned in common by all Unit Owners, and each Unit Owner shall have the same undivided interest in common with all other Unit Owners as previously owned in the Common Elements. Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the

undivided interest of the Unit Owners of the Property; and the Property shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among all the Unit Owners in accordance with their interests therein, after first paying all liens out of each of the respective interests, pursuant to the procedures set forth in the Master Deed. Notwithstanding the foregoing, in no event shall such vote or determination be made in violation of Section 17 of the Condominium Act.

Section 5.11 Title: In the event any payments are to be made to Owners or mortgagees, the Trustees shall obtain an Attorney's Certificate of Title or Title Insurance Policy based on a search of the Hampshire County Registry of Deeds from the date of the recording of this original Declaration of Trust, said Certificate or Policy stating the names of the current Unit Owners and mortgagees of record.

Section 5.12 Temporary Use of Common Areas: The Trustees may temporarily allocate the use of any recreational facilities or portion of the Common Area of the Condominium to the Trustees, or, upon application therefor and payment of charges, as from time to time established by the Trustees (if any), to any Unit Owner or Owners, for their exclusive use for meetings, social and other functions and purposes consistent with the comfort and convenience of the Unit Owners and their enjoyment of the amenities of the Condominium. Any charges for the use of such facilities or areas shall be in addition to Common Expenses and shall constitute common funds upon receipt by the Trustees.

Section 5.13 Operation of the Property, Rules, Restrictions: In order to provide for congenial occupancy of the Property, for the welfare and safety of Unit Owners and occupants, and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance the following provisions:

(1) General: The Common Elements shall be used only for the furnishing of services and facilities for which they are designed and reasonably suited, and which are incidental to the use of the Units to which they are appurtenant.

(2) Nuisances: No nuisances shall be allowed on the Property nor shall any use or practice or excessive or unreasonable noise which interferes with the peaceful possession and proper use of the Property by its residents and occupants be allowed.

(3) No Unlawful or Improper Use: A Unit Owner shall not permit the use or occupancy of his Unit or any part thereof for any unlawful, illegal, improper, immoral or offensive

use or purpose, nor for any use or purpose which is disreputable or extra hazardous, nor in such manner which would constitute a nuisance of any kind nor for any purpose or in any manner which would violate any present or future laws, rules, regulations, orders, directions, ordinances, or regulations of the United States of America, or of the state, or municipal government or lawful authority whatsoever nor will the Unit Owner use, occupy or permit his Unit or any part thereof to be used or occupied for any of the purposes prohibited in the Condominium Instruments and Rules and Regulations promulgated pursuant thereto, to the extent the same may flow or hereafter be in force and effect, or in conflict with the provisions contained in the Building Permit and Certificate of Occupancy applicable to the Unit, as it may be extended or amended. A Unit Owner will not permit or allow the Unit to be used in a manner which will be a source of annoyance, or which in any way interferes with the peaceful possession, enjoyment and proper use of the Property by other Unit Owners.

(4) Pets: No Unit Owner or guest of a Unit Owner shall have on the premises any pets of any kind, at any time.

(5) Locks: The Trustees or their designated agent may retain a pass key to all premises to use in emergency situations only. No Unit Owner shall alter any lock or install a new lock on any door of any premises without providing the Trustees or their agent with a key for the same. At the Owner's option, the key may be required to be closed in a sealed envelope with instructions that it only be used in emergencies and require a report to him as to each use and the reason therefor. By Rule, the Trustees may provide that certain secure places be permitted within Units for safes, vaults, and other safe storage areas for which master keys or other means of access need not be provided.

(6) Electric Overloading: No device creating electrical overloading of standard circuits may be used without permission from the Trustees and adjustments at circuits. The use or abuse of appliances which create noise, electrical disturbances or affect other Units or Common Elements is prohibited.

(7) Insurance Standards: Nothing shall be done or kept on the Property which will increase the insurance premiums or the rate of insurance of any of the Buildings, or contents thereof, without the prior consent of the Trustees. No Unit Owner shall permit anything to be done or kept on the Property which will result in the cancellation of insurance coverage on any of the Buildings, or contents thereof, or which would be in violation of any law.

(8) Regulations of Insurance Association: Unit Owners and occupants shall comply with the Standards, Rules and Regulations of the New England Fire Rating Association and with the rules and regulations contained in any fire and liability insurance policy on the Property.

(9) Report of Fire or Accident: Damage by fire or accident affecting the Condominium, and persons injured by or responsible for any damage, fire or accident must be promptly reported to the Manager or a Trustee by any person having knowledge thereof.

(10) Rubbish Removal: Occupants will be responsible for removal of trash from their Units to the pickup locations in designated containers which are to be kept neat, clean, and free of debris. Long term storage of rubbish in the Units is forbidden.

(11) Rights of Declarant: The Declarant may make such use of any unsold Units and Common Elements as may facilitate completion and sale of the Units including, but not limited to, maintenance of a sales office, the showing of the Common Elements, and the display of signs. Interference with workmen or with Buildings under construction is prohibited. Entrance into construction areas, or Declarant's restricted areas, will be permitted only if accompanied by representatives of the Declarant.

(12) Consent: Any consent or approval required by these Bylaws must be obtained in writing prior to undertaking the action to which it refers and may be added to, amended or revoked at any time by resolution of the Trustees, subject to Notice and Comment or Notice and Hearing, at the option of the Trustees.

(13) Complaints: Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners shall be made in writing to the Trustees or any appropriate committee.

(14) Restricted Portions of the Common Area: Certain portions of the Common Area, such as utility chases, conduits and ducts may be restricted to use by certain Unit Owners or their invitees by a Rule adopted by the Trustees following Notice and Comment to all the Unit Owners. Such restricted use may be subject to an additional Special Charge reasonably proportionate to the extra burden to the Trust or value to the Unit Owner. Areas originally designated or conveyed as Limited Common Areas so that their use is restricted to the use of certain Units shall be considered so restricted without such Rule.

(15) Use and Alteration: A Unit Owner shall not use, cause or permit his Unit to be used other than as provided in the Condominium Instruments or Rules and Regulations, nor will

he cause or permit his Unit to be structurally altered without first having obtained the approval of the Trustees and complying with all applicable laws, statutes and regulations.

(16) Use of Common Elements: The use of the Common Area by all Unit Owners and all other persons authorized to use the same and the use of Limited Common Areas by the Unit Owners and all other persons authorized to use the same shall be at all times subject to the Condominium Instruments and such Rules and Regulations as may be promulgated and established by the Trustees. Each Unit Owner may use the Common Area in accordance with the purposes for which it is designated without hindering or encroaching upon the rights of other Unit Owners or their invitees. The use of parking spaces shall be regulated by Rules promulgated by the Trustees. Parking on any part of the Property is forbidden except in parking spaces and in accordance with the Condominium Instruments and applicable Rules and Regulations.

(17) Maintenance and Repair: Each Unit Owner shall take good care of the Unit as it affects the Common Elements and shall make all necessary repairs to the interior of his Unit including, but not limited to the walls, floor covering and ceilings within the Unit, and all of the furniture, fixtures, furnishings, equipment and appurtenances therein including the repair and replacement of window glass as required by the Unit Owner's actions.

(18) No Abatement of Common Charges: No abatement, diminution, or reduction of the monthly assessments payable to the Trust or other Charges required to be paid by the Unit Owner pursuant to the Condominium Instruments shall be claimed by or allotted to any Unit Owner for any inconvenience, interruption, cessation or loss of use or enjoyment caused directly or indirectly by any present or future laws, rules, requirements, orders, directions, or regulations of the United States or of the state or town government or any authority whatsoever. There shall be no abatement or diminution or reduction of the monthly assessments by virtue of the performance or failure of performance of warranty services by the Declarant or his contractors.

(19) Trust Employees in Private Business of Unit Owners: No Unit Owner or occupant shall employ any employee of the Manager or the Trust on any private business of the Unit Owner or occupant during hours when said employee is in the employ of the Manager or Trust, nor shall any employee be used for the individual benefit of a Unit Owner unless in the pursuit of the maintenance responsibilities of the Trust, or for the mutual benefit of all Unit Owners, or under special programs for which an extra charge to the Unit Owner is levied by the Trust.

(20) Payment of Charges: Payment for monthly Common Charges shall be mailed to the Manager at the address communicated to each Unit Owner from time to time. If a Unit

Owner at his own risk pays his monthly charge directly to an employee of the Manager unauthorized to accept such payment, the Manager will endeavor to mail or otherwise forward a receipt for such payment in fact turned over to him, but the Trust and the Manager accept no responsibility in this matter.

Section 5.14 Rules: At any time and from time to time, subject to Notice and Comment, the Trustees may (without the consent of the Unit Owners) adopt, amend and rescind Rules governing the details of the operation and use of the Common Elements, and such restrictions on and requirements respecting the use, occupancy, and maintenance of the Units and the use of the Common Elements as are consistent with the provisions of the Master Deed and are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the Common Elements. The violation of any of the Rules adopted by the Trustees or the breach of any provision of the Condominium Instruments shall give the Trustees the right, subject to Notice and Hearing, in addition to any other rights set forth in these Bylaws: (a) to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Trustees shall not thereby be deemed liable for any manner of trespass, and (b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 5.15 Meetings:

(1) The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect the Chairman, Treasurer, and Secretary as hereinafter provided. Other meetings may be called by the Chairman and by such other manner as the Trustees may establish, provided, however, that written notice of each meeting stating the date, place and time thereof shall be given to each of the Trustees at least four (4) days before such meeting. Any Trustee may, at any time, waive notice of any meeting of the Trustees in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Trustee at any meeting of the Trustees shall constitute a waiver of notice by him of the date, time and place thereof. If all the Trustees are present at any meeting of the Trustees, no notice shall be required and any business may be transacted at such meeting. If all the Trustees or all members of a Committee of the Trustees established for any purpose, as the case may be, severally or collectively consent in writing to any action taken or to be taken by the Trust or Committee, and the number of such Trustees or members constitutes a quorum for such action, such action shall be a valid

action as though it had been authorized at a meeting of the Trustees or Committee, as the case may be. The Secretary shall file such consents with the minutes of the meeting of the Trustees.

(2) There shall be an annual meeting of the Unit Owners on the second Monday of _____, at 7:00 p.m. in the location designated by the Trustees, 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 total beneficial interest herein. Written notice of any such meeting designating the date, hour and place thereof shall be given by the Trustees to all 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 Trust. At any meeting at which 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. Those persons present in person or by proxy shall constitute a quorum at all meetings of the Unit Owners for the transaction of business.

Section 5.16 Notice 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 a Unit Owner by leaving such notice at his residence in the Condominium or by mailing it, postage prepaid, and addressed to such Unit Owner to his address as it appears upon the records of the Trustees, at least three (3) days prior to the date fixed for the event for which such notice is given. Notices to be given to all Unit Owners may be included in a newsletter.

Section 5.17 Inspection of Books, Reports to Unit Owners: Books, accounts, and records of the Trustees shall be open to inspection to any one or more of the Trustees and Unit Owners and institutional 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 Trust for such year which shall include financial statements in such summary form and in such detail as the Trustees, 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 sixty (60) days of the date of its receipt by him shall be deemed to have assented thereto.

Section 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 (2) Trustees (except during such time as the original Trustees or any successor appointed by the Declarant shall hold office) 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.

Section 5.19 Seal: The Trustees may adopt a seal circular in form bearing the name of the Trust and the year of its formation, 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.

Section 5.20 Fiscal Year: The fiscal year of the Trust shall be the year beginning with the first day of September, 2003 or such other date as may from time to time be determined by the Trustees.

Section 5.21 Removal from Condominium Law: Until such time as the Declarant has no beneficial interest hereunder, removal of the Property described herein from the provisions of the Condominium Act shall require the approval of all holders of record mortgages on Units and the approval of one hundred (100%) percent of Unit Owners holding a beneficial interest hereunder. Thereafter, the provisions of Section 19 of said Act shall apply.

Section 5.22 Officers: The principal Officers of the Trust, all of whom shall be Unit Owners, shall be the Chairman, the Secretary, and the Treasurer as elected by the Trustees. The Trustees may appoint an assistant treasurer, an assistant secretary, and such other Officers as in their judgment may be necessary. The Chairman must, but no other Officer need be, a Trustee. Any two (2) offices may be held by the same person, except the offices of Chairman and Secretary.

Section 5.23 Election of Officers: The Officers of the Trust shall be elected annually by the Trustees at the organization meeting or at the annual meetings thereafter, and each Officer shall hold office at the pleasure of the Trustees.

Section 5.24 Removal of Officers: Upon the affirmative Vote of a majority of the Trustees, any Officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Trustees, or at any special meeting of the Trustees called for that purpose.

Section 5.25 Chairman: The Chairman shall be the Chief Executive Officer of the Trust. The Chairman shall preside at all meetings of the Unit Owners and meetings of the Trustees and

shall have all of the general powers and duties which are incident to the office of chairman of a Business Trust, including but not limited to the power to appoint committees from among the Unit Owners from time to time as the Chairman decides is appropriate to assist in the conduct of the affairs of the Condominium.

Section 5.26 Secretary: The Secretary shall keep the minutes of all meetings of the Unit Owners and the Trustees and shall have charge of such books and papers as the Trustees may direct; and shall, in general, perform all the duties incident to the office of secretary of a Business Trust organized under the Laws of Massachusetts.

Section 5.27 Treasurer: The Treasurer shall have the responsibility for Trust funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in such depositories as may from time to time be designated by the Trustees, and shall, in general, perform all the duties incident to the office of treasurer of a Business Trust organized under the Laws of Massachusetts. The Treasurer may endorse on behalf of the Trust for collection only, checks, notes, and other obligations, and shall deposit the same and all monies in the name of and to the credit of the Trust in such banks as the Trustees may designate. The Treasurer may have custody of and shall have the power to endorse for transfer on behalf of the Trust, stocks, securities, or other investment instruments owned or controlled by the Trust, or as fiduciary for others.

Section 5.28 Agreements, Contracts, Deeds, Checks, etc: All agreements, contracts, deeds, leases, checks, vouchers, and other instruments of the Trust shall be executed by any Officer of the Trust or by such other person or persons as may be designated by the Trustees.

Section 5.29 Special Charge for Violation: By resolution following Notice and Hearing, the Trustees may levy a liquidated additional Special Charge not to exceed One Hundred and 00/100ths (\$100.00) Dollars per day upon a Unit Owner for each day after such Notice and Hearing a violation, of the Condominium Instruments or Rules and Regulations persists.

Section 5.30 Right to Notice and Comment: Unit Owners have the right to receive notice of certain actions proposed to be taken by the Trustees or by Committees and the right to comment orally or in writing on the proposed action where the Condominium Instruments or Rules and Regulations provide for Notice and Comment. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting. Notice shall be given to

each Unit Owner having such rights hereunder in writing and shall be delivered personally or by mail at such address of such Unit Owner as appears in the records of the Trust, or published in a newsletter or similar publication which is routinely circulated throughout the Property. Unless a specific requirement for the time of notice is provided elsewhere, such notice shall be given not less than five (5) days before the proposed action is to be taken.

Section 5.31 Right to Notice and Hearing: Unit Owners have the right to receive notice of certain actions proposed to be taken by the Trustees or by Committees, and the right to be heard at a formally constituted meeting where the Condominium Instruments or Rules and Regulations provide for Notice and Hearing. The notice of the meeting shall describe the proposed action and shall be given in the same manner as provided for in Section 5.30. Notice and Hearing shall be provided by the party proposing to take the action, such as the Trustees, an Officer, a Committee or the Manager. At the meeting, the affected Person shall have the right, personally or by a representative, to give testimony orally, in writing, or both (as specified in the notice), subject to reasonable rules or procedures established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such testimony shall be considered in making the decision but shall not bind the decision makers. The affected Person shall be notified of the decision in the same manner in which notice of the meeting was given.

Section 5.32 Appeals: Any Person having a right to Notice and Hearing shall have the right of appeal to the Trustees from a decision of persons other than the Trustees by filing a written notice of appeal with the Trustees within ten (10) days after being notified of the decision. The Trustees shall thereupon conduct a hearing, giving the same notice and observing the same procedures as were required for the original meeting.

Section 5.33 Open Meetings: All meetings of the Trustees and of Committees at which action is to be taken by vote at such meeting shall be open to the Unit Owners, except as hereafter provided.

Section 5.34 Notice: Notice of every such meeting shall be given not less than twenty-four (24) hours prior to the time set for such meeting, by posting such notice in a conspicuous location in the office of the Trustees, or by circulation in a newsletter, except that no such notice will be required if an emergency situation requires the meeting be held without delay.

Section 5.35 Executive Sessions: Meetings may be held in executive session, without giving notice and without the requirement they be open to the Unit Owners, provided no action is taken at such sessions requiring the affirmative Vote of the meeting.

Section 5.36 Sales of Condominium Units: No Unit Owner, other than the Declarant, may sell his Unit or any interest therein except by complying with the following provisions: Any Unit Owner who receives from a party (hereinafter called an ("Outside Offeror") a bonafide offer (hereinafter called an "Outside Offer") for the sale of his Unit together with its Appurtenant Interests which he intends to accept shall give notice in person or by certified or registered mail to the Trustees of such Outside Offer and of such intention, the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Trustees may reasonably require, and shall offer to sell such Unit, together with the Appurtenant Interests, to the Trust on behalf of the Owners of all other Units on the same terms and conditions as contained in such Outside Offer. The giving of such notice shall constitute a warranty and representation by the Unit Owner who has received such Outside Offer to the Trustees on behalf of the other Unit Owners that such Unit Owner believes the Outside Offer to be bonafide in all respects. Within twenty (20) days after receipt of such notice, the Trustees may elect to purchase such Unit, together with the Appurtenant Interests on the same terms and conditions as contained in the Outside Offer and as stated in the notice from the offering Unit Owner by giving notice to such Unit Owner by certified or registered mail. In the event the Trustees shall elect to purchase such Unit, together with the Appurtenant Interests, title shall close at the office of the attorneys for the Trust in accordance with the terms of the Outside Offer within forty-five (45) days after the giving of notice by the Trustees of their election to accept such Offer. If there is an outstanding mortgage on the Unit in question, the Trustees shall have the option to assume said mortgage, provided such assumption is not barred by the terms set forth in such mortgage instrument. If such Unit together with its Appurtenant Interests is to be sold, the Unit Owner shall convey the same to the Trustees by deed in the form required by Section 9 of Massachusetts General Laws Chapter 183A, with all tax and/or documentary stamps affixed, and shall pay all other taxes arising out of such sale. In the event the Trustees fail to make the election as provided herein within twenty (20) days after receipt of notice as aforesaid, the offering Unit Owner shall be free to contract to sell such Unit together with its Appurtenant Interests to an Outside Offeror, within sixty (60) days after the expiration of the period in which the Trustees might have exercised said Option, on the terms and conditions set forth in the notice of such Outside Offer from the offering Unit Owner to the Trustees. Any such deed to an Outside Offeror shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Condominium Instruments and the Rules and Regulations, as the same may be amended from time to time. In the event the offering Unit

Owner shall not contract to sell such Unit together with the Appurtenant Interests to the Outside Offeror on the terms and conditions contained in the Outside Offer within such sixty (60) day period, or if the Unit Owner shall so contract to sell his Unit within such 60 day period, but such sale shall not be consummated pursuant to the terms of such contract, then should such offering Unit Owner thereafter elect to sell such Unit, together with its Appurtenant Interests to the same or another Outside Offeror on the same or other terms and conditions, the offering Unit Owner shall be required to again comply with all of the terms and provisions of this Section.

Section 5.37 Intent: The rights of the Trustees set forth in the foregoing paragraph shall not be exercised so as to restrict alienation, conveyance, sale, leasing, purchasing and occupancy of Units based on race, creed, color or national origin. Notwithstanding the provisions of Section 5.36 or any other provision of these Bylaws, a Unit Owner may, without the consent of the Trustees, and without compliance with Section 5.36, license to another Unit Owner the use of any parking space with respect to which he has the exclusive right, such license to be upon such terms and conditions as the Unit Owner shall desire, provided that it expire automatically upon the sale of the Unit of either the licensor or licensee, and provided further that notice of such license is promptly given to the Trustees. Any purported sale of a Unit in violation of Section 5.36 shall be voidable at the election of the Trustees. The Declarant may sell any Unit without compliance with Section 5.36.

Section 5.38 Consent of Unit Owners to Purchase Units by the Trustees: The Trustees shall not exercise any option hereinabove set forth to purchase any Unit without the prior approval of a majority of the Unit Owners present and voting at a meeting at which a quorum is present.

Section 5.39 No Severance of Ownership: No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

Section 5.40 Release by the Trust of Right of First Refusal: The right of first refusal contained in Section 5.36 may be terminated by the Trustees in which event the Unit together with its Appurtenant Interests may be sold or conveyed, free and clear of the provisions of such Section.

Section 5.41 Certificate of Termination of Right of First Refusal: A "Certificate of Paid Assessments and Waiver of Right of First Refusal", executed and acknowledged by the Trustees of the Condominium, stating that the provisions of Section 5.36 have been met by a Unit Owner, or have been duly waived by the Trustees, and that the rights of the Trust thereunder have terminated shall be conclusive upon the Trust and the Unit Owners in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Unit Owner who has in fact complied with the provisions of Section 5.36 or in respect to whom the provisions of such section have been waived, upon request, for a fee of Seventy-five and 00/100ths (\$75.00) Dollars.

Section 5.42 Financing of Purchase of Units by Trust: Acquisition of Units by the Trust may be made from the working capital and Common Charges 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 interests hereunder, said assessment to be enforceable in the same manner as provided in these Bylaws for Common Charges, 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 and its Appurtenant Interests to be so acquired by the Trust.

Section 5.43 Exceptions: The provisions of Section 5.36 shall not apply with respect to any sale, conveyance, gift or devise by a Unit Owner of his Unit and its Appurtenant Interests to his spouse or to any of his children or to his parent or parents or to his brothers or sisters, or any one or more of them, or to the sale of any Unit owned by the Declarant, or to the acquisition of a Unit and its Appurtenant Interests by a mortgagee herein authorized who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure. Any subsequent transfer, except by a mortgagee who has acquired title to such Unit by foreclosure or by deed in lieu of foreclosure, must be done in compliance with Section 5.36, or, standing alone, fit within an exception enumerated herein.

Section 5.44 Waiver of Right of Partition with respect to Such Units as are Acquired by the Trust: In the event a Unit shall be acquired by the Trust, all Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

Section 5.45 Payment of Assessments: No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, or sell his Unit unless and until he shall have paid in full to the Trust all unpaid Charges previously assessed by the Trustees against his Unit and until he shall have satisfied all unpaid liens against such Unit.

Section 5.46 Mortgage of Units: No Unit Owner shall, without the consent in writing of the Trustees, mortgage his Unit except by a first mortgage made to the Declarant, a bank, trust company, insurance company, federal savings and loan association or other institutional lender, or to a pension fund which the Trustees have designated as an institutional lender, or except by a purchase money mortgage granted upon a resale of any Unit.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF THIRD PARTIES

DEALING WITH THE TRUSTEES

Section 6.1 Dealing with Trustees: No purchaser, mortgagee, lender, or other person dealing with the Trustees as they then appear of record in the Hampshire County 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 trace the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or any one or more of them 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 pursuant to any of the provisions or powers herein contained.

Section 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 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 Section 3.8 hereof or under the provisions of the Condominium Act.

Section 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 shall be deemed to have been entered into subject to the terms, conditions, provisions, and restrictions hereof, whether or not express reference shall have been made to this Instrument.

Section 6.4 Certifications by Trustees for Recording: This Declaration of Trust and any amendments hereto and any certificate herein required to be recorded or filed and any other certificate signed and sworn to by said Trustees or any one or more of them which may be deemed desirable to record or file may be recorded or filed, as the case may be, with the Hampshire County Registry of Deeds and said recordation shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; 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 or filed with said Registry of Deeds. Any certificate signed by the Trustees or any one or more of them in office at the time, setting forth as facts any matters affecting the Trust, including statements to the identity of the beneficiaries, what action has been taken by the beneficiaries, and matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded or filed with said Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by the Trustees hereunder or any one or more of them, 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 the Trustees or any one or more of them as the case may be shall be conclusive evidence of the truth of the statements made in such certificate and the existence of the facts therein set forth as to all persons acting in good faith in reliance thereon.

ARTICLE VII
AMENDMENTS AND TERMINATION

Section 7.1 Amendment of Trust: The Trustees, with the consent in writing of Unit Owners holding at least fifty-one (51%) 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, no such amendment, alteration, addition or change shall be valid or effective if

(1) Made without the consent of the Declarant prior to the occurrence of the "takeover event" or

(2) It would alter, or in any manner or to any extent whatsoever, modify or affect the proportion of beneficial interest of any Unit Owner hereunder so as to be different than the proportion of the interest of such Unit Owner in the Common Elements as set forth in the Master Deed (except any amendment thereto which adds a Phase contemplated therein) or change or modify the boundaries of a Unit without the consent of the Owner and any first mortgagee thereof; or

(3) It would render this Trust contrary to or inconsistent with any requirements or provisions of the Condominium Act.

Section 7.2 Necessity for Recording or Filing Amendments, Alterations, Additions and Changes: Any amendment, alteration, addition, or change made pursuant to the foregoing provisions of this ARTICLE VII shall become effective upon the recording or filing with the Hampshire County Registry of Deeds of any instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged by the Trustees, in the manner required for the acknowledgment of deeds, setting forth in full the amendment, alteration, addition or change and reciting the consent of the required percentage of Unit Owners. Such instrument, so executed and recorded shall be conclusive evidence of the existence of all facts and compliance with the prerequisites of validity of such amendment, alteration, addition or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes. Nothing contained in this ARTICLE VII shall be construed as making it obligatory upon the Trustees to amend, alter, add to or change this Declaration of Trust upon obtaining the necessary consent as hereinbefore provided.

Section 7.3 Consent of Eligible Mortgagees: Amendments are subject to the consent requirements set forth in Article XXII of the OLD SCHOOL COMMONS CONDOMINIUM Master Deed.

Section 7.4 Limitation of Challenges: No action to challenge the validity of an Amendment to this Declaration of Trust adopted pursuant to this ARTICLE may be brought more than one (1) year after such Amendment is recorded in the Hampshire County Registry of Deeds.

Section 7.5 Termination: The Trust hereby created shall terminate only upon the removal of the Property from the provisions of the Condominium Act in accordance with the procedure set forth in Section 19 of said Act as may be modified by Section 5.21 hereof or upon the expiration of twenty (20) years after the death of the last surviving Trustee, whichever is later.

Section 7.6 Disposition of Property on Termination: Upon the termination of this Trust, the Trustees may, subject to and in accordance with provisions of the Condominium 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 Trust and providing for indemnity against any other outstanding liabilities and obligations, the Trustees shall divide the proceeds thereof and distribute in kind (at valuations made by them which shall be conclusive) all other property then held by them in trust hereunder to the Unit Owners according to their respective proportion of beneficial interest hereunder. In making any sale under this provision, the Trustees shall have the power to sell or vary any contract of sale and to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their possession or ownership, even though all times herein fixed for distribution of Trust property may have passed.

ARTICLE VIII

CONSTRUCTION AND INTERPRETATION

Section 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 include females and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. 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 Laws of the Commonwealth of Massachusetts.

Section 8.2 Consent: 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.

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

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

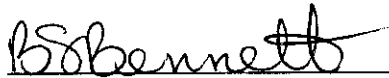
(2) The invalidity of any provision of the Trust shall not impair or affect the validity or enforceability of the other provisions of this Trust;

(3) In the event of a conflict between any numerical voting requirements for action set forth in ARTICLE XIII of the Master Deed and any such requirements set forth in any other provisions of said Master Deed or this Trust, the provision requiring the greater percentage or fraction for action to be taken or avoided shall control; and

(4) In the event of any conflict between the provisions of this Trust and the provisions of the Master Deed, the provisions of the Master Deed shall control.

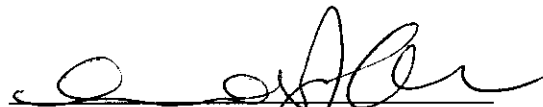
IN WITNESS WHEREOF, the Trustees have hereunto set their hands and seals on the day and year first above written.

Witness:





Cassandra L. Allen, as Trustee of the OLD SCHOOL COMMONS CONDOMINIUM, and not individually

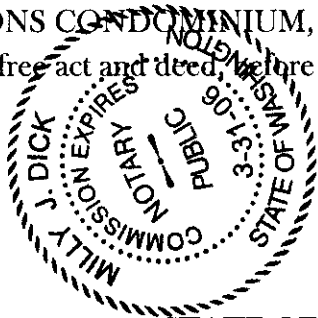

Amanda J. Allen, as Trustee of the OLD SCHOOL COMMONS CONDOMINIUM, and not individually


STATE OF WASHINGTON

COUNTY OF: King

September 5, 2003

Then personally appeared the above-named **Cassandra L. Allen** Trustee of the OLD SCHOOL COMMONS CONDOMINIUM, as aforesaid and acknowledged the foregoing instrument to be her free act and deed, before me,



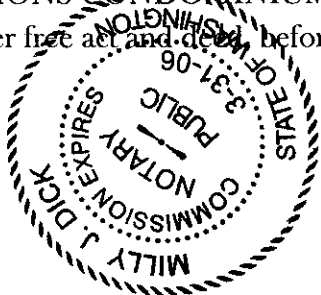

Notary Public Milly J. Dick
My Commission expires 3-31-06


STATE OF WASHINGTON

COUNTY OF: King

September 5, 2003

Then personally appeared the above-named **Amanda J. Allen** Trustee of the OLD SCHOOL COMMONS CONDOMINIUM, as aforesaid and acknowledged the foregoing instrument to be her free act and deed, before me,




Notary Public Milly J. Dick
My Commission expires 3-31-06