



7 Silver Hill
Natick, MA 01760
(508) 655-5800
(781) 431-7437
Fax: (508) 653-9463

NATICK GREEN CONDOMINIUM TRUST

CONDOMINIUM DOCUMENTS

**MASTER DEED
DECLARATION OF TRUST
BY-LAWS**

MASTER DEED

of the

NATICK GREEN CONDOMINIUM

12/03/86 01:39 TR 509 RE 53.00

STEVEN M. BRODY, TRUSTEE OF NATICK GREEN NOMINEE TRUST under Declaration of Trust dated July 1, 1986 recorded with Middlesex South Registry of Deeds on July 3, 1986 at Book 17168 Page 237, and filed with Middlesex South Registry District of the Land Court on July 3, 1986 as Document Number 713513 ("Declarant"), the sole owner of the land in Natick, Middlesex County, Massachusetts described in Exhibit A attached hereto and made a part hereof, by duly executing and recording this Master Deed, does hereby submit said land together with the buildings, improvements and structures thereon and all easements, rights and appurtenances belonging thereto (the "Premises") to the provisions of Chapter 183A of the General Laws of Massachusetts as amended ("Chapter 183A") and proposes to create, and hereby does create with respect to said Premises, a condominium to be governed by and subject to the provisions of Chapter 183A, and to that end the Declarant declares and provides the following:

1. Name. The name of the condominium shall be:

NATICK GREEN CONDOMINIUM

2. Description of Building. There are twenty-five buildings (twenty-one residential buildings, one clubhouse building, one maintenance shed and two laundry buildings) containing a total of 318 units located on the land described in Exhibit A attached hereto. The residential buildings are comprised of ten three-story buildings, each containing twenty-four units; eight two-story buildings each containing eight units; two two-story buildings each containing four units; and one two-story building containing six units. All buildings are made of woodframe construction with Texture 1-11 exterior siding, slab-on-grade concrete foundations, and pitched asphalt-shingled roofs.

3. Designation of Units and their Boundaries.

- (a) The Condominium units (hereinafter referred to as the "Units") and the designations, locations, approximate areas, numbers of rooms, immediately accessible common areas and other descriptive specifications thereof are as set forth in Exhibit B attached hereto and on the floor plans recorded herewith and as a part hereof (said floor plans, as from time to time amended or superseded as expressly provided in Paragraph 13

of this Master Deed, being sometimes referred to and, recorded herewith as "Recorded Plans"). The boundaries of each of the Units with respect to the floors, ceilings, and the walls, doors and windows thereof are as follows:

- (i) Floor: The plane of the upper surface of the subflooring;
 - (ii) Ceilings: The plane of the lower surface of the joist ceiling support structure;
 - (iii) Interior Building Walls: The plane of the interior surface of the demising wall facing such Unit;
 - (iv) Exterior Building Walls, Doors and Windows: As to walls, the plane of the interior surface of the studs facing such Unit; as to doors, the exterior surface thereof; and as to windows, the exterior surfaces of the glass, sash and window frames. All storm and screen windows, glass sliding doors and doors, if any, and wall air conditioning units, if any, whether interior or exterior, shall be the property of the owner of the Unit to which they are attachable and shall be installed, maintained, repaired and replaced at the sole expense of such Unit Owner.
- (b) Each Unit shall have appurtenant thereto the exclusive rights and easements, exercisable subject to and accordance with the provisions and requirements of this Master Deed and of the Natick Green Condominium Trust and the rules and regulations promulgated pursuant thereto, to use and occupy the following:
- (i) the patio area, balcony and/or storage area immediately adjacent to and accessible from each such Unit, all as shown on the plans filed with this Master Deed; and
 - (ii) any parking space(s) exclusively allocated to such Unit by the Trustees of Natick Green Condominium Trust pursuant to the provisions of this Master Deed and the by-laws of said Trust.

The storage area, patio area and/or balcony referred to in (i) above shall be maintained, repaired, and replaced, as necessary, by and at the sole and separate expense and risk of the owner of such Unit.

Any outside parking space, as referred to in (ii) above, shall be maintained and repaired as necessary by the Trustees of the Natick Green Condominium Trust in accordance with the provisions of the by-laws thereof.

Provided, however, that whenever, pursuant to the terms hereof, maintenance, repairs and replacements are to be done at the sole and separate expense and risk of the owner of a Unit, (a) all such maintenance and repairs shall be done and conducted in accordance with the provisions and restrictions herein set forth and in the by-laws of the Natick Green Condominium Trust and the rules and regulations promulgated with respect thereto, and (b) if the owner of any such Unit shall fail or neglect to so maintain any such facility or area in a proper manner, said Trustees of the Natick Green Condominium Trust may do so and charge such Unit owner for the cost thereof and the cost of such work shall constitute a lien upon such Unit and the Unit owner shall be personally liable therefor in addition to his share of the common expenses.

4. Floor Plans. The floor plans of the Buildings, recorded herewith captioned "Natick Green Condominium, Natick, Massachusetts" bear a verified statement of a registered architect certifying that the Recorded Plans fully and accurately depict the layout of the units, the location, dimensions, approximate area, main entrance and immediate common area to which each unit has access as built.

5. Trust. The trust through which the Unit owners will manage and regulate the Condominium established hereby is the Natick Green Condominium Trust under Declaration of Trust of even date herewith and recorded herewith (the "Trust"). Said Declaration of Trust establishes a membership organization of which all Unit Owners shall be members and in which such owners shall have an interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled hereunder. The name and address of the original and present trustee thereof (the "Trustee") is as follows:

MITCHELL B. ROBBINS
303 Congress Street
Boston, MA

The Trustee has enacted By-Laws which are set forth in said Declaration of Trust pursuant to and in accordance with the provisions of Chapter 183A. The term "Trustees" as hereinafter used shall be deemed to include successors in trust of the original trustee and to mean the trustee for the time being under the Condominium Trust and any additional trustees hereafter.

6. Reservations and Appurtenances.

- (a) In the event that there are unsold Units, Déclarant and his successors and assigns shall have the same rights as Owners of unsold Units as any other Unit Owner. In addition to the foregoing, Declarant reserves to himself and his successors and assigns the right to use any Unit owned by them as a model for purposes of sale or leasing of units or to transact any other business on Condominium property to achieve the foregoing.
- (b) The owner of each Unit shall have the right as appurtenant to that Unit to use, in common with the owners of all other Units served thereby, all utility lines and other common facilities located in any of the other Units or in the common areas and serving that Unit, and each Unit shall therefore be subject to an easement in favor of the owners of all other Units. Notwithstanding the foregoing, however, the owners of all other Units shall not have a right of access to a Unit containing utility lines and other common facilities located in such Unit, which right shall be exercisable only by the Trustees, their agent or agents. All expenses incurred by said Trustees in the exercise of the right of access under the easement as described herein shall be charged as a common charge to all unit owners. The Trustees shall have a right of access to each Unit to:
 - (i) inspect, maintain, repair or replace the common facilities contained therein or elsewhere in the Buildings;
 - (ii) remove or rectify any violations or requirements set forth in the Master Deed, Trust, By-Laws or in any rules and regulations promulgated pursuant thereto, all as they may be amended from time to time; and
 - (iii) exercise any other rights or meet any other obligations they may have as Trustees.

- (c) There may be circumstances in which one or more Unit Owners seek permission from the Trustees to install an article of equipment, machinery or other facility which will be located in or affect the common areas but which would not be appropriate to be treated as other common areas and facilities because such facility would serve only certain Units and not other Units. In such event, the Trustees may approve or disapprove the installation of such facility and, if approved, the Trustees may, in their reasonable discretion, provide that such facility shall become part of the common areas and be maintained and repaired at the sole expense of the owners of the Unit or Units which will be served by such facility, who shall thereafter have an exclusive easement for the use and enjoyment thereof appurtenant to their Units.

7. Common Areas and Facilities. Except for the Units and any other property which is expressly excluded from common areas, the entire remaining Premises, including, without limitation, all parts of the Buildings and improvements thereon, shall constitute the common areas and facilities of the Condominium. Those common areas and facilities specifically include, without limitation, the following:

- (a) The land described in Exhibit A hereto, together with the benefit of and subject to all rights, easements, restrictions and agreements of record so far as the same may be in force; including but not limited to parking areas and pool areas and tennis courts;
- (b) The foundations, structural columns, beams, supports, porches, those portions of the exterior and interior walls, ceilings, floors and roofs not included as part of the Units, and entrances and exits to and from the Buildings, and common walls within the Buildings;
- (c) The entrance vestibules and lobby mailboxes, buzzer systems if any, the portions of the basements as identified on the Recorded Plans, including the electrical and heater rooms, halls and corridors, storage areas and other facilities therein and stairways;

- (d) Central services such as power, light, telephone, gas and hot and cold water, including all equipment except for those certain portions of electrical wiring which are the property of a Unit Owner as set forth in Paragraph 7(f) hereof;
- (e) All conduits, ducts, plumbing, flues and other facilities for the furnishing of utility services or waste removal and all such facilities contained within any Unit which serve parts of the Buildings other than or in addition to the Unit within which such facilities are contained, together with an easement of access thereto for maintenance, repair and replacement, as aforesaid;
- (f) All wiring in the Buildings shall be considered common areas except the wiring and metering equipment which runs from the electrical panel board located in and serving each individual Unit and which exclusively serves such Unit shall be the property of the owner of the Unit it so serves and shall be maintained, repaired and replaced at the sole expense of such Unit Owner;
- (g) The yards, lawns, gardens, trees, shrubberies, walkways, fences, steps and exterior lighting fixtures if any;
- (h) All other parts of the Premises not defined as the Units and not included within the items listed above and all apparatus and installations existing (including any replacements thereof) in or on the Premises for the common use or necessary or convenient to the existence, maintenance, safety or enjoyment of the Condominium and such additional common areas and facilities as may be defined in Chapter 183A.

8. Determination of Percentages in Common Elements. The percentage of interest of each Unit in the common areas and facilities has been determined upon the basis of the approximate relation that the fair value of the Unit on the date of this Master Deed bears to the then aggregate fair value of all the Units.

The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities in the percentage set forth in Exhibit "B" attached hereto.

The percentage of the undivided interest of each Unit Owner in the common areas and facilities as expressed in this Master Deed shall not be altered without the consent of all Unit Owners, expressed in an amendment to this Master Deed duly recorded in the Middlesex South Registry of Deeds. The percentage of the undivided interest in the common areas and facilities shall not be separated from the Unit to which it appertains, and shall be deemed to be conveyed or encumbered with the Unit even if such interest is not expressly mentioned or described in the conveyance or other instrument. There will be excluded from the conveyance of each of the Units so much of the common areas and facilities as are located within each Unit, and each Unit will be conveyed subject to an easement in favor of the owners of all other Units and the Trustee to maintain such of the common areas and facilities as are located therein, as more particularly described in Paragraph 6(b) above.

Subject to the limitations contained herein and in the accompanying Declaration of Trust, each Unit Owner may use the common areas and facilities in accordance with their intended purposes without being deemed to be hindering or encroaching upon the lawful rights of the other Unit Owners, as provided in Section 5(d) of Chapter 183A. In addition to all provisions of Section 5(d) of Chapter 183A, the common areas and facilities shall be subject to the provisions of the By-Laws of the Trust, and to rules and regulations promulgated pursuant thereto with respect to the use thereof, assignment of certain facilities to particular Unit Owners and payment required therefor.

9. Purpose. The Buildings and the Units and other facilities therein are to be used for residential purposes only. Any other lawful use may be made only with the prior written consent to the Trustees.

10. Restrictions on Use. Unless otherwise permitted by instrument in writing duly executed by the Trustee then in office or if more than one Trustee, by a majority of the Trustees then in office, and pursuant to provisions of the By-Laws of the Trust:

- (a) No Unit shall be used for any purpose other than a purpose permitted under Paragraph 9, above;
- (b) No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Trust, the By-Laws, the rules and regulations promulgated pursuant thereto or Chapter 183A.

- (c) The exterior aesthetic or architectural integrity of the Buildings and the Units shall be preserved and, to that end, no change, addition, structure, projections, decoration or other feature shall be erected, placed upon or attached to the exterior of any such Unit or any part thereof.
- (d) The right of a Unit Owner to decorate his or her Unit is subject to the right of the Trustees to control or regulate any aspect of such decoration which, in the reasonable judgment of the Trustees, when viewed from outside of such Unit, materially detracts from the aesthetic or architectural integrity of the Buildings.
- (e) All use and maintenance of Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units. No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Trust and rules and regulations which may from time to time be promulgated pursuant thereto.

Said restrictions shall be for the benefit of the Unit Owners and the Trustees and shall be administered on behalf of the Unit Owners by the Trustees and shall be enforceable solely by the Trustees, insofar as permitted by law, and shall, insofar as permitted by law, be perpetual; and to that end they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph except as such occur during his or her ownership of a Unit.

11. Encroachments. If any portion of the common areas and facilities, including plumbing, heating and electrical facilities encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the common areas and facilities, or if any such encroachment shall occur hereafter as a result of (a) settling of one of the Buildings, or (b) construction of or alteration to the common areas and facilities made by or with the consent of the Trustees, or (c) as a result of repair or restoration of one of the Buildings or any Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Buildings stand.

12. Units Subject to Master Deed, Unit Deed and Condominium Trust. All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the Condominium Trust, the By-Laws and the rules and regulations promulgated pursuant thereto, as they may be amended from time to time, and the items affecting title to the Premises as set forth hereinabove in Paragraph 2 and Exhibit A. The acceptance of a deed or conveyance of a unit or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of this Master Deed, the Unit Deed, the Condominium Trust, the By-Laws and the rules and regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items affecting title to the Premises, are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, and (b) a violation of the provisions of this Master Deed, any easement contemplated hereunder, the Unit Deed, the Condominium Trust, the By-Laws or the rules and regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties of the owner of a Unit.

13. Amendments. The Trustees of Natick Green Condominium Trust, of even date and record herewith, and the Unit Owners holding not less than seventy-five percent (75%) of the undivided interest in the common areas and facilities may at any time and from time to time amend, alter, add to or change this Master Deed and the Recorded Plans in accordance with the second paragraph of this paragraph 13, in any manner or to any extent, provided, always, however, that no such amendment, alteration, addition or change may be made:

- (a) according to the purport of which the percentage of undivided interest in the common areas and facilities of any Unit Owner would be altered or in any manner or to any extent modified or affected so as to be different from the present percentage of the individual interest of such Unit Owner in the common areas and facilities set forth herein which has not been approved by every Unit Owner; or
- (b) which would alter the dimensions of any Unit, which has not been approved by the Owner(s) of the Unit(s) so altered; or

- (c) which would impair the security of a first mortgage of record on a Unit which has not been assented to by the holder(s) thereof; or
- (d) which would render this Master Deed in any way contrary to or inconsistent with any requirements of the provisions of said Chapter 183A.

Any amendment, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with the Registry of Deeds of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged by the Trustee, or if more than one Trustee by a majority of the number of Trustees then in office and unit owners (comprising a minimum 75% interest of the common areas and facilities) setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners herein required (if any) to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity thereof, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons, and for all other persons, and for all other purposes. Nothing in this paragraph contained shall be construed as making it obligatory upon the Trustees to amend, alter, add to or change the Master Deed and Recorded Plans upon obtaining the necessary consent(s) as hereinbefore provided.

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

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

16. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

17. Chapter 183A. The Units and common areas and facilities, and the Unit Owners and Trustees, shall have the benefit of and be subject to the provisions of Chapter 183A in effect upon the

date of execution of this Master Deed and any future amendments thereto, which are specifically made retroactive in application. In all respects not specified in this Master Deed or in the Declaration of Trust of Natick Green Condominium Trust and the By-Laws set forth therein, they shall be governed by the provisions of Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to removal of the Condominium Premises or any portion thereof from the provisions of Chapter 183A. All terms and expressions herein used which are defined in Section 1 of Chapter 183A shall have the same meanings herein unless the context otherwise requires.

18. FHLMC/FNMA Compliance. Notwithstanding the foregoing provisions of Section 13, unless at least seventy-five percent (75%) of the first mortgagees of units (based on one vote for each mortgage owned) or such greater number as is stated below as to any specific matter, have given their prior written approval, this Master Deed shall not be amended in any manner contrary to the following matters:

- (a) Except as provided by Chapter 183A in case of condemnation or substantial loss to the Units and/or common areas and facilities of the Condominium, unless seventy-five percent (75%) of the first mortgagees holding mortgages on the individual Units in the condominium (based upon one vote for each first mortgage owned) have given their prior written approval, neither the Unit Owners nor the Trustees of the Condominium Trust by amendment to this Master Deed or otherwise, shall:
 - (1) by act or omission, seek to abandon or terminate the Condominium;
 - (2) change the pro rata interest or obligations of any individual Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (ii) determining the pro rata share of ownership of each Unit in the common areas and facilities;
 - (3) partition or subdivide any Unit;
 - (4) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities, provided, however, that the granting of easements for public utilities

or for other public purposes consistent with the intended use of the common areas and facilities by the Condominium shall not be deemed an action for which any prior approval of a mortgagee shall be required under this subsection 18 (a) (4); or

- (5) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to common areas facilities) for other than the repair, replacement or reconstruction of such property of the Condominium.
- (b) Any first mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the mortgagee.
- (c) In no case shall any provision of this Master Deed give a Unit Owner or any other party priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the common areas and facilities of the Condominium.
- (d) The Condominium is not to be subject to any proposal or plan for additions thereto or expansion thereof.
- (e) In the event any right of first refusal in case of the sale or lease of a Unit is incorporated into this Master Deed or the Condominium Trust, such right of first refusal shall not impair the rights of a first mortgagee to:
 - (1) foreclose or take title to a Unit pursuant to the remedies provided in the mortgage; or
 - (2) accept a deed in foreclosure (or assignment in lieu of foreclosure) in the event of default by a mortgagor; or
 - (3) sell or lease a Unit acquired by the first mortgagee through the procedures set forth in the preceding subsections 18 (e) (1) and (2).

- (f) All leases and rental agreements for Units shall be (i) in writing, (ii) expressly subject to the terms of the Master Deed and the Condominium Trust, and (iii) for a term of no less than thirty (30) days.
- (g) Any material amendment (i.e., other than one proposed to correct technical errors or for clarification) which adds to or amends any provision which establishes, provides for, governs or regulates any of:
- (1) rights to use the common areas;
 - (2) responsibility for maintenance and repair of the Condominium;
 - (3) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
 - (4) boundaries of any Unit;
 - (5) the interests in the common areas;
 - (6) convertibility of Units into common areas or of common areas into Units;
 - (7) leasing of Units;
 - (8) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her unit; or
 - (9) any provisions which are for the express benefit of mortgage holders, eligible insurers or guarantors of first mortgages on Units;

shall require (in addition to the Unit Owner consent stated in Section 18) the approval of at least sixty-seven (67%) (according to percentage interest) of those mortgagees who have made written request of the Trustees of the Condominium Trust for notice of any such proposed amendment. Any such mortgagee shall be entitled to at least thirty (30) days' written notice of such proposed amendment, which notice may include the request for the mortgagee's approval. Any such mortgagee who receives a written notice to approve any such amendment and which is for purposes of correcting technical errors or for

clarification only and who does not deliver or mail to the requesting party a negative response within thirty (30) days shall be deemed to have approved the amendment.

- (h) All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual condominium units and not to the condominium project as a whole.

Upon written request addressed to the Trustees by a first mortgagee of any Unit, the Trustees shall notify such mortgagee of any default by the mortgagor of such Unit in the performance of the mortgagor's obligations under this Master Deed or the Declaration of Trust not cured within sixty (60) days of default.

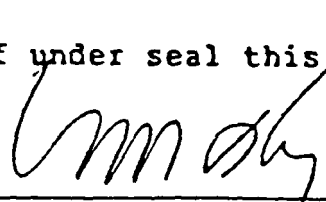
The Trustees shall make no agreement for professional management of the Condominium, or any contract with the Declarants, which exceeds a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on not more than ninety (90) days written notice. The Trustees shall faithfully observe the requirements of the Federal National Mortgage Association in effect from time to time with respect to self-management of the Condominium and shall not implement self-management of the Condominium without the requisite Unit Owner and mortgagee approval (if any).

- (i) The Declarants intend that the provisions of this Section 18 and of Section 6.7 of the Condominium Trust comply with the requirements of the Federal Home Loan Mortgage Corporation (FHLMC) and the Federal National Mortgage Association (FNMA) with respect to condominium mortgage loans and, except as otherwise required by the provisions of Chapter 183A, all questions with respect thereto shall be resolved consistent with that intention.

19. Condemnation. From and after any condemnation which includes one or more Units or parts thereof, (a) the percentage interests of the remaining Units shall be in proportion to their original percentage interests, with equitable adjustments based on diminution in fair market value as to any Unit partially

taken, and (b) those Units entirely taken shall have no percentage interest hereunder.

WITNESS the execution hereof under seal this 25th day of November, 1986.



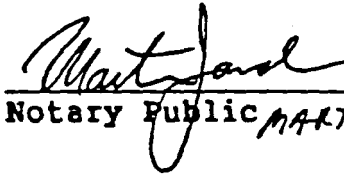
STEVEN M. BRODY, TRUSTEE as aforesaid

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS:

November 25, 1986

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


Notary Public MARTIN JACOBS

My commission expires:

May 21, 1993

0069C47/61

EXHIBIT A

That certain parcel of land with the buildings and improvements thereon, in Natick, Middlesex County, Massachusetts, being shown as Lots IIA, IIB, IID and IIE together with the fee to the center line of Newfield Drive as the same abuts said Lots, all being shown on a Plan entitled "Subdivision Plan of Land, Natick, Mass.", dated January 10, 1983, prepared by Harry R. Feldman, Inc., endorsed by the Planning Board of the Town of Natick on January 24, 1983, and recorded with Middlesex South County Registry of Deeds, Book 14895, Page END. Lot IIB as aforesaid is the same parcel as Lot 9 on Land Court Plan 23409E, which Land Court Plan is on file with the Land Court Engineers in Boston, Massachusetts, and with Certificate of Title 154895 of the Middlesex South Registry District of the Land Court, Book 904, Page 145.

Said land has the benefit of a certain Declaration of Easements dated July 16, 1974, by Pasquale Franchi, sole Trustee of KCN Realty Trust, recorded with Middlesex South Registry of Deeds, Book 12669, Page 5, and filed with the Middlesex South Registry District as Document 524670, and a Grant of Easement by Crow Natick Associates dated August 28, 1980, recorded with said Deeds, Book 14038, Page 459, and filed with said Registry District as document 602285.

The land is also subject to and has the benefit of all matters disclosed, recited and referred to in Certificate of Title #177122 of the Middlesex South Registry District of the Land Court, Book 1015, Page 172, as of the date of recording of this Master Deed, to the extent same remain in force and affect the land; all of which are incorporated herein by reference.

0069C/62

EXHIBIT B

<u>UNIT NO.</u>	<u>FLOOR</u>	<u>FLOOR AREA (sqft)</u>	<u>% INTEREST IN COMMON AREA</u>	<u>ROOM DESIGNATION</u>
<u>1 Post Oak Lane</u>				
13	1st	759	.2917	BR, LR, DR, K, B
14	1st	759	.2915	BR, LR, DR, K, B
15	1st	800	.3096	2BR, LR, DR, K, B
16	1st	800	.3111	2BR, LR, DR, K, B
17	2nd	759	.2953	BR, LR, DR, K, B
18	2nd	759	.2938	BR, LR, DR, K, B
19	2nd	800	.3118	2BR, LR, DR, K, B
20	2nd	800	.3113	2BR, LR, DR, K, B
21	3rd	759	.2975	BR, LR, DR, K, B
22	3rd	759	.2960	BR, LR, DR, K, B
23	3rd	800	.3141	2BR, LR, DR, K, B
24	3rd	800	.3156	2BR, LR, DR, K, B
<u>2 Post Oak Lane</u>				
1	1st	925	.3141	2BR, LR, DR, K, 2B
2	1st	925	.3457	2BR, LR, DR, K, 2B
3	1st	758	.2915	BR, LR, DR, K, B
4	1st	758	.2930	BR, LR, DR, K, B
5	2nd	925	.3517	2BR, LR, DR, K, 2B
6	2nd	925	.3502	2BR, LR, DR, K, 2B
7	2nd	758	.2938	BR, LR, DR, K, B

NOTE: Access to common areas for all units except for the fourteen Townhouses on Silver Hill Road is to inside hallways and outside common area land. Access to common areas for the Townhouses is to outside common area land only.

UNIT NO.	FLOOR	FLOOR AREA (sqft)	% INTEREST IN COMMON AREA	ROOM DESIGNATION
8	2nd	758	.2953	BR, LR, DR, K, B
9	3rd	925	.3517	2BR, LR, DR, K, 2B
10	3rd	925	.3502	2BR, LR, DR, K, 2B,
11	3rd	758	.2960	BR, LR, DR, K, B,
12	3rd	758	.2975	BR, LR, DR, K, B,

3 Post Oak Lane

1	1st	800	.3111	2BR, LR, DR, K, B
2	1st	800	.3096	2BR, LR, DR, K, B
3	1st	759	.2902	BR, LR, DR, K, B
4	1st	759	.2930	BR, LR, DR, K, B
5	2nd	800	.3133	2BR, LR, DR, K, B
6	2nd	800	.3118	2BR, LR, DR, K, B
7	2nd	759	.2938	BR, LR, DR, K, B
8	2nd	759	.2953	BR, LR, DR, K, B
9	3rd	800	.3156	2BR, LR, DR, K, B
10	3rd	800	.3141	2BR, LR, DR, K, B
11	3rd	759	.2960	BR, LR, DR, K, B
12	3rd	759	.2975	BR, LR, DR, K, B

4 Post Oak Lane

13	1st	758	.2930	BR, LR, DR, K, B
14	1st	758	.2915	BR, LR, DR, K, B
15	1st	925	.3384	2BR, LR, DR, K, 2B

NOTE: Access to common areas for all units except for the fourteen Townhouses on Silver Hill Road is to inside hallways and outside common area land. Access to common areas for the Townhouses is to outside common area land only.

<u>UNIT NO.</u>	<u>FLOOR</u>	<u>FLOOR AREA (sqft)</u>	<u>% INTEREST IN COMMON AREA</u>	<u>ROOM DESIGNATION</u>
16	1st	925	.3472	2BR, LR, DR, K, 2B
17	2nd	758	.2953	BR, LR, DR, K, B
18	2nd	758	.2938	BR, LR, DR, K, B
19	2nd	925	.3502	2BR, LR, DR, K, 2B
20	2nd	925	.3517	2BR, LR, DR, K, 2B
21	3rd	758	.2975	BR, LR, DR, K, B
22	3rd	758	.2960	BR, LR, DR, K, B
23	3rd	925	.3502	2BR, LR, DR, K, 2B
24	3rd	925	.3517	2BR, LR, DR, K, 2B

5 Post Oak Lane

13	1st	686	.2720	BR, LR, DR, K, B
14	1st	686	.2704	BR, LR, DR, K, B
15	1st	923	.3457	2BR, LR, DR, K, 2B
16	1st	923	.3472	2BR, LR, DR, K, 2B
17	2nd	686	.2742	BR, LR, DR, K, B
18	2nd	686	.2727	BR, LR, DR, K, B,
19	2nd	923	.3502	2BR, LR, DR, K, 2B
20	2nd	923	.3517	2BR, LR, DR, K, 2B,
21	3rd	686	.2765	BR, LR, DR, K, B
22	3rd	686	.2750	BR, LR, DR, K, B,
23	3rd	923	.3502	2BR, LR, DR, K, 2B
24	3rd	923	.3517	2BR, LR, DR, K, 2B

NOTE: Access to common areas for all units except for the fourteen Townhouses on Silver Hill Road is to inside hallways and outside common area land. Access to common areas for the Townhouses is to outside common area land only.

UNIT NO.	FLOOR	FLOOR AREA (sqft)	% INTEREST IN COMMON AREA	ROOM DESIGNATION
<u>6 Post Oak Lane</u>				
1	1st	925	.3399	2BR, LR, DR, K, 2B
2	1st	925	.3457	2BR, LR, DR, K, 2B
3	1st	698	.2704	BR, LR, DR, K, B,
4	1st	698	.2720	BR, LR, DR, K, B
5	2nd	925	.3517	2BR, LR, DR, K, 2B
6	2nd	925	.3502	2BR, LR, DR, K, 2B
7	2nd	698	.2727	BR, LR, DR, K, B
8	2nd	698	.2742	BR, LR, DR, K, B
9	3rd	925	.3517	2BR, LR, DR, K, 2B
10	3rd	925	.3502	2BR, LR, DR, K, 2B
11	3rd	698	.2750	BR, LR, DR, K, B
12	3rd	698	.2765	BR, LR, DR, K, B

7 Post Oak Lane

1	1st	923	.3472	2BR, LR, DR, K, 2B
2	1st	923	.3457	2BR, LR, DR, K, 2B
3	1st	686	.2704	BR, LR, DR, K, B
4	1st	686	.2720	BR, LR, DR, K, B
5	2nd	923	.3517	2BR, LR, DR, K, 2B
6	2nd	923	.3502	2BR, LR, DR, K, 2B
7	2nd	686	.2727	BR, LR, DR, K, B
8	2nd	686	.2742	BR, LR, DR, K, B
9	3rd	923	.3517	2BR, LR, DR, K, 2B

NOTE: Access to common areas for all units except for the fourteen Townhouses on Silver Hill Road is to inside hallways and outside common area land. Access to common areas for the Townhouses is to outside common area land only.

<u>UNIT NO.</u>	<u>FLOOR</u>	<u>FLOOR AREA (sqft)</u>	<u>% INTEREST IN COMMON AREA</u>	<u>ROOM DESIGNATION</u>
10	3rd	923	.3502	2BR, LR, DR, K, 2B
11	3rd	686	.2750	BR, LR, DR, K, B
12	3rd	686	.2765	BR, LR, DR, K, B

8 Post Oak Lane

13	1st	698	.2720	BR, LR, DR, K, B
14	1st	698	.2704	BR, LR, DR, K, B
15	1st	925	.3457	2BR, LR, DR, K, 2B
16	1st	925	.3472	2BR, LR, DR, K, 2B
17	2nd	698	.2742	BR, LR, DR, K, B
18	2nd	698	.2727	BR, LR, DR, K, B
19	2nd	925	.3502	2BR, LR, DR, K, 2B
20	2nd	925	.3517	2BR, LR, DR, K, 2B
21	3rd	698	.2765	BR, LR, DR, K, B
22	3rd	698	.2750	BR, LR, DR, K, B
23	3rd	925	.3502	2BR, LR, DR, K, 2B
24	3rd	925	.3517	2BR, LR, DR, K, 2B

9 Post Oak Lane

13	1st	698	.2720	BR, LR, DR, K, B
14	1st	698	.2704	BR, LR, DR, K, B
15	1st	925	.3457	2BR, LR, DR, K, 2B
16	1st	925	.3472	2BR, LR, DR, K, 2B
17	2nd	698	.2742	BR, LR, DR, K, B

NOTE: Access to common areas for all units except for the fourteen Townhouses on Silver Hill Road is to inside hallways and outside common area land. Access to common areas for the Townhouses is to outside common area land only.

<u>UNIT NO.</u>	<u>FLOOR</u>	<u>FLOOR AREA (sqft)</u>	<u>% INTEREST IN COMMON AREA</u>	<u>ROOM DESIGNATION</u>
18	2nd	698	.2727	BR, LR, DR, K, B
19	2nd	925	.3502	2BR, LR, DR, K, 2B
20	2nd	925	.3517	2BR, LR, DR, K, 2B
21	3rd	698	.2765	BR, LR, DR, K, B
22	3rd	698	.2750	BR, LR, DR, K, B
23	3rd	925	.3502	2BR, LR, DR, K, 2B
24	3rd	925	.3517	2BR, LR, DR, K, 2B
<u>10 Post Oak Lane</u>				
1	1st	877	.3309	2BR, LR, DR, K, 2B
2	1st	877	.3366	2BR, LR, DR, K, 2B
3	1st	877	.3294	2BR, LR, DR, K, 2B
4	1st	877	.3381	2BR, LR, DR, K, 2B
5	2nd	877	.3426	2BR, LR, DR, K, 2B
6	2nd	877	.3411	2BR, LR, DR, K, 2B
7	2nd	877	.3411	2BR, LR, DR, K, 2B
8	2nd	877	.3426	2BR, LR, DR, K, 2B
<u>11 Post Oak Lane</u>				
1	1st	925	.3472	2BR, LR, DR, K, 2B
2	1st	925	.3157	2BR, LR, DR, K, 2B
3	1st	698	.2704	BR, LR, DR, K, B
4	1st	698	.2720	BR, LR, DR, K, B
5	2nd	925	.3517	2BR, LR, DR, K, 2B
6	2nd	925	.3502	2BR, LR, DR, K, 2B

NOTE: Access to common areas for all units except for the fourteen Townhouses on Silver Hill Road is to inside hallways and outside common area land. Access to common areas for the Townhouses is to outside common area land only.

UNIT NO.	FLOOR	FLOOR AREA (sqft)	% INTEREST IN COMMON AREA	ROOM DESIGNATION
7	2nd	698	.2727	BR, LR, DR, K, B
8	2nd	698	.2742	BR, LR, DR, K, B
9	3rd	925	.3517	2BR, LR, DR, K, 2B
10	3rd	925	.3502	2BR, LR, DR, K, 2B
11	3rd	698	.2750	BR, LR, DR, K, B
12	3rd	698	.2765	BR, LR, DR, K, B

1 Silver Hill

1	1st	833	.3097	2BR, LR, DR, K, B
2	1st	798	.3096	2BR, LR, DR, K, B
3	1st	833	.3070	2BR, LR, DR, K, B
4	1st	798	.3111	2BR, LR, DR, K, B
5	2nd	833	.3156	2BR, LR, DR, K, B
6	2nd	798	.3141	2BR, LR, DR, K, B
7	2nd	833	.3141	2BR, LR, DR, K, B
8	2nd	798	.3156	2BR, LR, DR, K, B

3 Silver Hill

1	1st	924	.3309	2BR, LR, DR, K, 2B
2	1st	924	.3294	2BR, LR, DR, K, 2B
3	1st	893	.3366	2BR, LR, DR, K, 2B
4	1st	893	.3381	2BR, LR, DR, K, 2B
5	2nd	924	.3426	2BR, LR, DR, K, 2B
6	2nd	924	.3411	2BR, LR, DR, K, 2B

NOTE: Access to common areas for all units except for the fourteen Townhouses on Silver Hill Road is to inside hallways and outside common area land. Access to common areas for the Townhouses is to outside common area land only.

<u>UNIT NO.</u>	<u>FLOOR</u>	<u>FLOOR AREA (sqft)</u>	<u>% INTEREST IN COMMON AREA</u>	<u>ROOM DESIGNATION</u>
7	2nd	893	.3411	2BR, LR, DR, K, 2B
8	2nd	893	.3426	2BR, LR, DR, K, 2B
<u>5 Silver Hill</u>				
1	1st	800	.3111	2BR, LR, DR, K, B
2	1st	800	.3096	2BR, LR, DR, K, B
3	1st	800	.3096	2BR, LR, DR, K, B
4	1st	800	.3111	2BR, LR, DR, K, B
5	2nd	800	.3156	2BR, LR, DR, K, B
6	2nd	800	.3141	2BR, LR, DR, K, B
7	2nd	800	.3141	2BR, LR, DR, K, B
8	2nd	800	.3156	2BR, LR, DR, K, B
<u>9 Silver Hill</u>				
13	1st	698	.2720	BR, LR, DR, K, B
14	1st	698	.2704	BR, LR, DR, K, B
15	1st	925	.3457	2BR, LR, DR, K, 2B
16	1st	925	.3472	2BR, LR, DR, K, 2B
17	2nd	698	.2742	BR, LR, DR, K, B
18	2nd	698	.2727	BR, LR, DR, K, B
19	2nd	925	.3502	2BR, LR, DR, K, 2B
20	2nd	925	.3517	2BR, LR, DR, K, 2B
21	3rd	698	.2750	BR, LR, DR, K, B
22	3rd	698	.2750	BR, LR, DR, K, B
23	3rd	925	.3502	2BR, LR, DR, K, 2B
24	3rd	925	.3517	2BR, LR, DR, K, 2B

NOTE: Access to common areas for all units except for the fourteen Townhouses on Silver Hill Road is to inside hallways and outside common area land. Access to common areas for the Townhouses is to outside common area land only.

UNIT NO.	FLOOR	FLOOR AREA (sqft)	% INTEREST IN COMMON AREA	ROOM DESIGNATION
<u>11 Silver Hill</u>				
1	1st	925	.3472	2BR, LR, DR, K, B
2	1st	925	.3457	2BR, LR, DR, K, B
3	1st	698	.2704	BR, LR, DR, K, B
4	1st	698	.2720	BR, LR, DR, K, B
5	2nd	925	.3517	2BR, LR, DR, K, 2B
6	2nd	925	.3502	2BR, LR, DR, K, 2B
7	2nd	698	.2727	BR, LR, DR, K, B
8	2nd	698	.2742	BR, LR, DR, K, B
9	3rd	925	.3517	2BR, LR, DR, K, 2B
10	3rd	925	.3502	2BR, LR, DR, K, 2B
11	3rd	698	.2750	BR, LR, DR, K, B
12	3rd	698	.2765	BR, LR, DR, K, B,

30 Silver Hill

1	1st	893	.3381	2BR, LR, DR, K, 2B
2	1st	893	.3366	2BR, LR, DR, K, 2B
3	1st	893	.3366	2BR, LR, DR, K, 2B
4	1st	893	.3381	2BR, LR, DR, K, 2B
5	2nd	893	.3426	2BR, LR, DR, K, 2B
6	2nd	893	.3411	2BR, LR, DR, K, 2B
7	2nd	893	.3411	2BR, LR, DR, K, 2B
8	2nd	893	.3426	2BR, LR, DR, K, 2B

NOTE: Access to common areas for all units except for the fourteen Townhouses on Silver Hill Road is to inside hallways and outside common area land. Access to common areas for the Townhouses is to outside common area land only.

<u>UNIT NO.</u>	<u>FLOOR</u>	<u>FLOOR AREA (sqft)</u>	<u>% INTEREST IN COMMON AREA</u>	<u>ROOM DESIGNATION</u>
<u>32 Silver Hill</u>				
1	1st	800	.3111	2BR, LR, DR, K, B
2	1st	800	.3096	2BR, LR, DR, K, B
3	1st	800	.3096	2BR, LR, DR, K, B
4	1st	800	.3096	2BR, LR, DR, K, B
5	2nd	800	.3156	2BR, LR, DR, K, B
6	2nd	800	.3141	2BR, LR, DR, K, B
7	2nd	800	.3141	2BR, LR, DR, K, B
8	2nd	800	.3141	2BR, LR, DR, K, B

34 Silver Hill

1	1st	759	.2930	BR, LR, DR, K, B
2	1st	759	.2915	BR, LR, DR, K, B
3	1st	759	.2915	BR, LR, DR, K, B
4	1st	759	.2930	BR, LR, DR, K, B
5	2nd	759	.2953	BR, LR, DR, K, B
6	2nd	759	.2938	BR, LR, DR, K, B
7	2nd	759	.2938	BR, LR, DR, K, B
8	2nd	759	.2953	BR, LR, DR, K, B
9	3rd	759	.2975	BR, LR, DR, K, B
10	3rd	759	.2960	BR, LR, DR, K, B
11	3rd	759	.2960	BR, LR, DR, K, B
12	3rd	759	.2975	BR, LR, DR, K, B

NOTE: Access to common areas for all units except for the fourteen Townhouses on Silver Hill Road is to inside hallways and outside common area land. Access to common areas for the Townhouses is to outside common area land only.

UNIT NO.	FLOOR	FLOOR AREA (sqft)	% INTEREST IN COMMON AREA	ROOM DESIGNATION
<u>36 Silver Hill</u>				
13	1st	759	.2930	BR, LR, DR, K, B
14	1st	759	.2915	BR, LR, DR, K, B
15	1st	759	.2915	BR, LR, DR, K, B
16	1st	759	.2930	BR, LR, DR, K, B
17	2nd	759	.2953	BR, LR, DR, K, B
18	2nd	759	.2938	BR, LR, DR, K, B
19	2nd	759	.2938	BR, LR, DR, K, B
20	2nd	759	.2953	BR, LR, DR, K, B
21	3rd	759	.2975	BR, LR, DR, K, B
22	3rd	759	.2960	BR, LR, DR, K, B
23	3rd	759	.2960	BR, LR, DR, K, B
24	3rd	759	.2975	BR, LR, DR, K, B

38 Silver Hill

1	1st	895	.3381	2BR, LR, DR, K, 2B
2	1st	895	.3366	2BR, LR, DR, K, 2B
3	1st	795	.3096	2BR, LR, DR, K, B
4	1st	795	.3111	2BR, LR, DR, K, B
5	2nd	895	.3426	2BR, LR, DR, K, 2B
6	2nd	895	.3411	2BR, LR, DR, K, 2B
7	2nd	795	.3141	2BR, LR, DR, K, B
8	2nd	795	.3156	2BR, LR, DR, K, B

NOTE: Access to common areas for all units except for the fourteen Townhouses on Silver Hill Road is to inside hallways and outside common area land. Access to common areas for the Townhouses is to outside common area land only.

<u>UNIT NO.</u>	<u>FLOOR</u>	<u>FLOOR AREA (sqft)</u>	<u>% INTEREST IN COMMON AREA</u>	<u>ROOM DESIGNATION</u>
<u>40 Silver Hill</u>				
1	1st	833	.3097	2BR, LR, DR, K, B
2	1st	798	.3096	2BR, LR, DR, K, B
3	1st	833	.3082	2BR, LR, DR, K, B
4	1st	798	.3111	2BR, LR, DR, K, B
5	2nd	833	.3156	2BR, LR, DR, K, B
6	2nd	798	.3141	2BR, LR, DR, K, B
7	2nd	833	.3141	2BR, LR, DR, K, 2B
8	2nd	798	.3156	2BR, LR, DR, K, 2B
<u>42 Silver Hill</u>				
1	1st	792	.3111	2BR, LR, DR, K, B
2	1st	792	.3096	2BR, LR, DR, K, B
3	1st	894	.3366	2BR, LR, DR, K, 2B
4	1st	894	.3381	2BR, LR, DR, K, 2B
5	2nd	792	.3133	2BR, LR, DR, K, 2B
6	2nd	792	.3118	2BR, LR, DR, K, 2B
7	2nd	894	.3389	2BR, LR, DR, K, 2B
8	2nd	894	.3404	2BR, LR, DR, K, 2B
9	3rd	792	.3156	2BR, LR, DR, K, B
10	3rd	792	.3141	2BR, LR, DR, K, B
11	3rd	894	.3411	2BR, LR, DR, K, 2B
12	3rd	894	.3426	2BR, LR, DR, K, 2B

NOTE: Access to common areas for all units except for the fourteen Townhouses on Silver Hill Road is to inside hallways and outside common area land. Access to common areas for the Townhouses is to outside common area land only.

<u>UNIT NO.</u>	<u>FLOOR</u>	<u>FLOOR AREA (sqft)</u>	<u>% INTEREST IN COMMON AREA</u>	<u>ROOM DESIGNATION</u>
<u>44 Silver Hill</u>				
13	1st	894	.3381	2BR, LR, DR, K, 2B
14	1st	894	.3366	2BR, LR, DR, K, 2B
15	1st	792	.3096	2BR, LR, DR, K, B
16	1st	792	.3111	2BR, LR, DR, K, B
17	2nd	894	.3404	2BR, LR, DR, K, 2B
18	2nd	894	.3389	2BR, LR, DR, K, 2B
19	2nd	792	.3118	2BR, LR, DR, K, B
20	2nd	792	.3133	2BR, LR, DR, K, B
21	3rd	894	.3426	2BR, LR, DR, K, 2B
22	3rd	894	.3411	2BR, LR, DR, K, 2B
23	3rd	792	.3141	2BR, LR, DR, K, B
24	3rd	792	.3156	2BR, LR, DR, K, B

46 Silver Hill

1	1st	759	.2930	BR, LR, DR, K, B
2	1st	759	.2915	BR, LR, DR, K, B
3	1st	759	.2902	BR, LR, DR, K, B
4	1st	759	.2930	BR, LR, DR, K, B
5	2nd	759	.2953	BR, LR, DR, K, B
6	2nd	759	.2938	BR, LR, DR, K, B
7	2nd	759	.2938	BR, LR, DR, K, B

NOTE: Access to common areas for all units except for the fourteen Townhouses on Silver Hill Road is to inside hallways and outside common area land. Access to common areas for the Townhouses is to outside common area land only.

UNIT NO.	FLOOR	FLOOR AREA (sqft)	% INTEREST IN COMMON AREA	ROOM DESIGNATION
8	2nd	759	.2953	BR, LR, DR, K, B
9	3rd	759	.2975	BR, LR, DR, K, B
10	3rd	759	.2960	BR, LR, DR, K, B
11	3rd	759	.2960	BR, LR, DR, K, B
12	3rd	759	.2975	BR, LR, DR, K, B

48 Silver Hill

13	1st	759	.2917	BR, LR, DR, K, B
14	1st	759	.2915	BR, LR, DR, K, B
15	1st	759	.2915	BR, LR, DR, K, B
16	1st	759	.2930	BR, LR, DR, K, B
17	2nd	759	.2953	BR, LR, DR, K, B
18	2nd	759	.2938	BR, LR, DR, K, B
19	2nd	759	.2938	BR, LR, DR, K, B
20	2nd	759	.2953	BR, LR, DR, K, B
21	3rd	759	.2975	BR, LR, DR, K, B
22	3rd	759	.2960	BR, LR, DR, K, B
23	3rd	759	.2960	BR, LR, DR, K, B
24	3rd	759	.2975	BR, LR, DR, K, B

50 Silver Hill

1	1st	925	.3472	2B, LR, DR, K, 2B
2	1st	925	.3457	2B, LR, DR, K, 2B
3	1st	698	.2706	BR, LR, DR, K, B

NOTE: Access to common areas for all units except for the fourteen Townhouses on Silver Hill Road is to inside hallways and outside common area land. Access to common areas for the Townhouses is to outside common area land only.

<u>UNIT NO.</u>	<u>FLOOR</u>	<u>FLOOR AREA (sqft)</u>	<u>% INTEREST IN COMMON AREA</u>	<u>ROOM DESIGNATION</u>
4	1st	698	.2720	BR, LR, DR, K, B
5	2nd	925	.3517	2BR, LR, DR, K, 2B
6	2nd	925	.3502	2BR, LR, DR, K, 2B
7	2nd	698	.2727	BR, LR, DR, K, B
8	2nd	698	.2742	BR, LR, DR, K, B
9	3rd	925	.3517	2BR, LR, DR, K, 2B
10	3rd	925	.3502	2BR, LR, DR, K, 2B
11	3rd	698	.2750	BR, LR, DR, K, B
12	3rd	698	.2765	BR, LR, DR, K, B

52 Silver Hill

13	1st	698	.2706	BR, LR, DR, K, B
14	1st	698	.2704	BR, LR, DR, K, B
15	1st	925	.3457	2BR, LR, DR, K, 2B
16	1st	925	.3472	2BR, LR, DR, K, 2B
17	2nd	698	.2742	BR, LR, DR, K, B
18	2nd	698	.2727	BR, LR, DR, K, B
19	2nd	925	.3502	2BR, LR, DR, K, 2B
20	2nd	925	.3517	2BR, LR, DR, K, 2B
21	3rd	698	.2765	BR, LR, DR, K, B
22	3rd	698	.2750	BR, LR, DR, K, B
23	3rd	925	.3502	2BR, LR, DR, K, 2B
24	3rd	925	.3517	2BR, LR, DR, K, 2B

NOTE: Access to common areas for all units except for the fourteen Townhouses on Silver Hill Road is to inside hallways and outside common area land. Access to common areas for the Townhouses is to outside common area land only.

<u>UNIT NO.</u>	<u>FLOOR</u>	<u>FLOOR AREA (sqft)</u>	<u>% INTEREST IN COMMON AREA</u>	<u>ROOM DESIGNATION</u>
<u>TOWNHOUSE UNITS (All on Silver Hill Drive)</u>				
2SH-1	1st & 2nd	877	.3577	2BR, LR, DR, K, 1.5B
4SH-1	1st & 2nd	877	.3577	2BR, LR, DR, K, 1.5B
6SH-1	1st & 2nd	877	.3577	2BR, LR, DR, K, 1.5B
8SH-1	1st & 2nd	877	.3577	2BR, LR, DR, K, 1.5B
10SH-1	1st & 2nd	877	.3577	2BR, LR, DR, K, 1.5B
12SH-1	1st & 2nd	877	.3577	2BR, LR, DR, K, 1.5B
14SH-1	1st & 2nd	877	.3577	2BR, LR, DR, K, 1.5B
16SH-1	1st & 2nd	877	.3577	2BR, LR, DR, K, 1.5B
18SH-1	1st & 2nd	877	.3577	2BR, LR, DR, K, 1.5B
20SH-1	1st & 2nd	877	.3577	2BR, LR, DR, K, 1.5B
22SH-1	1st & 2nd	877	.3577	2BR, LR, DR, K, 1.5B
24SH-1	1st & 2nd	877	.3577	2BR, LR, DR, K, 1.5B

NOTE: Access to common areas for all units except for the fourteen Townhouses on Silver Hill Road is to inside hallways and outside common area land. Access to common areas for the Townhouses is to outside common area land only.

26SH-1	1st & 2nd	877	.3577	2BR, LR, DR, K, 1.5B
28SH-1	1st & 2nd	877	<u>.3577</u> 100.0000%	2BR, LR, DR, K, 1.5B

NOTE: Access to common areas for all units except for the fourteen Townhouses on Silver Hill Road is to inside hallways and outside common area land. Access to common areas for the Townhouses is to outside common area land only.

KEY:

LR Living Room
DR Dining Room
BR Bedroom
K Kitchen
B Bathroom

0069C62-79

COMMONWEALTH OF MASSACHUSETTS

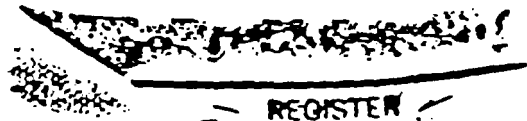
MIDDLESEX SS.

DEC 03 1966

SOUTH DIST. REGISTRY OF DEEDS

CAMBRIDGE, MASS.

I HEREBY CERTIFY THE FOREGOING
IS A TRUE COPY OF A PAPER
RECORDED IN BOOK _____ PAGE _____



ATTEST: REGISTER


REGISTER

Doc # 599

at 1:32 P.M.
as Doc. No. 749

FIRST AMENDMENT TO
MASTER DEED
OF THE
NATICK GREEN CONDOMINIUM

Pursuant to paragraph 13 of the Master Deed of the Natick Green Condominium, dated November 25, 1986 and recorded with Middlesex County South Registry of Deeds on December 3, 1986 as Document Number 599, the undersigned sole Trustee of the Natick Green Condominium Trust (also recorded with said Registry on December 3, 1986 as Document Number 600), and the legal owner of all of the Units of said condominium, hereby amend said Master Deed solely to alter and correct the percentage interests attributable to three Units, the correct percentage interests to hereafter be as follows:

<u>UNIT NO.</u>	<u>% INTEREST IN COMMON AREA</u>
1 Post Oak Lane, No. 20	.3133
32 Silver Hill Road, No. 4	.3111
32 Silver Hill Road, No. 8	.3156

With the above corrections, the combined unit percentage interests correctly total 100.0000% exactly.

Dated: December 9, 1986

Mitchell B. Robbins
Mitchell B. Robbins, Trustee
of Natick Green Condominium
Trust as aforesaid

Owner of All Units:

Steven M. Brody
Steven M. Brody, Trustee
of Natick Green Nominee Trust
u/d/t July 1, 1986 recorded
with Middlesex South Registry,
Book 17168, Page 237

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS

December 9, 1986

Then personally appeared the above-named Mitchell B. Robbins, Trustee and acknowledged the foregoing to be his free act and deed before me.

Ellen M. Costigan
Notary Public

My Commission Expires: August 21, 1993

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS

December 9, 1986

Then personally appeared the above-named Steven M. Brody, Trustee and acknowledged the foregoing to be his free act and deed before me.

Ellen M. Costigan
Notary Public

My Commission Expires: August 21, 1993

0069C-110-11

NATICK GREEN CONDOMINIUM

DECLARATION OF TRUST

DECLARATION OF TRUST made this 25th day of November, 1986, at Natick, Middlesex County, Massachusetts by MITCHELL B. ROBBINS (hereinafter called the "Trustee", which term and pronoun referring thereto shall be deemed to include his successors in trust hereunder and to mean the Trustees or the Trustee for the time being hereunder wherever the context so permits) and to be recorded with the Middlesex County South Registry of Deeds. The address of Mitchell B. Robbins is 303 Congress Street, Boston, Massachusetts.

ARTICLE I

NAME OF TRUST

The Trust hereby created shall be known as Natick Green Condominium Trust, and under that name, so far as legal, convenient and practicable, shall all business carried on by the Trustee be conducted and shall all instruments in writing by the Trustee be executed.

ARTICLE II

THE TRUST PURPOSES

Section 2. UNIT OWNERS' ORGANIZATION. All of the rights and powers in and with respect to the common areas and facilities of NATICK GREEN CONDOMINIUM (the "Condominium") established by a Master Deed recorded herewith (the "Master Deed") which is by virtue of Massachusetts General Laws, Chapter 183A ("Chapter 183A"), conferred upon or exercisable by the organization of Unit Owners of said Condominium, and all property, real and personal, tangible and intangible, conveyed to the Trustee hereunder shall vest in the Trustee of this Trust, in trust, to exercise, manage, administer and dispose of the same and to receive the income thereof for the benefit of the owners of record from time to time of the Units of the Condominium (hereinafter referred to as the "Beneficial Interest") set forth in Article IV hereof and in accordance with the provisions of Section 10 of Chapter 183A for the purposes therein set forth.

As used herein, the term "Registry of Deeds" shall mean the Middlesex County South Registry of Deeds.

Section 2.2 NO PARTNERSHIP. It is hereby declared that a trust and not a partnership has been created and that the Unit Owners are beneficiaries, and not partners or associates nor in any other relation whatever between themselves with respect to the Trust property, and hold no relation to the Trustee other than of beneficiaries, with only such rights as are conferred upon them as such beneficiaries hereunder and under and pursuant to the provisions of Chapter 183A.

ARTICLE III

THE TRUSTEES

Section 3.1 Number and Vacancy. Except as provided in the first sentence of the paragraph immediately below, there shall be a Board of Trustees hereunder consisting of seven (7) Trustees chosen by vote of a quorum (as defined in Section 5.9 of Article V) of the beneficial interest hereunder, at their annual meeting, with the persons receiving the greatest individual totals of percentage beneficial interest votes being the winners of the election. Trustees so elected shall serve until their successors are chosen at the next Annual Meeting of Unit Owners.

Until that Annual Meeting of Unit Owners by which time one hundred -sixty (160) Condominium Units are owned by persons other than the Declarants under the Master Deed, the sole Trustee shall be Mitchell B. Robbins. At such time as one hundred-sixty (160) Condominium Units are owned by persons other than the Declarants or one year from the recording of the Master Deed, whichever shall first occur, then a special meeting of Unit Owners may be held, pursuant to and in accordance with the requirements of Section 5.9 hereinbelow, for the purpose of nominating and electing the requisite number of Trustees, who shall serve until the next Annual Meeting of Unit Owners. A quorum at such special meeting shall be required to be present and voting, with the appropriate number of Trustees to be elected by accruing the greatest total(s) of percentage beneficial interests.

Except as provided in the first sentence of the paragraph immediately above, if and whenever the number of Trustees shall become less than three (3) due to death, disability, removal or resignation, each such vacancy shall be filled by an instrument in writing setting forth (a) the appointment of a natural person to act as such Trustee, signed (i) by Unit Owners holding not less than fifty-one percent (51%) of the beneficial interest hereunder, or (ii) if Unit Owners holding such percentage have not within sixty (60) days after the occurrence of any such vacancy made such appointment, signed by a majority of the then remaining Trustees, or by the sole remaining Trustee if only one, and (b) the acceptance of such appointment, signed and acknowledged by the person so appointed. Such appointment shall become effective upon the recording with the Registry of Deeds of a certificate of such appointment signed by a majority of the then remaining Trustees, or by the sole remaining Trustee if only one, or by Unit Owners holding at least fifty-one percent (51%) of such beneficial interest if there be no such Trustee, together

with such acceptance, and such person shall then be and become such Trustee and shall be vested with the title to the trust property jointly with the remaining or surviving Trustees or Trustee without the necessity of any act or transfer or conveyance. If there shall be no remaining Trustee and a vacancy in the office of Trustee shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application by any Unit Owner and notice to all Unit Owners and to such other, if any, parties in interest to whom the court may direct that notice be given. Notwithstanding anything contained herein to the contrary, despite any vacancy in the office of Trustee, however caused and for whatever duration, the then remaining or surviving Trustee or Trustees shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees, in the manner prescribed hereinbelow.

Section 3.2 TRUSTEE ACTION. In any matter relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred, the Trustees shall act by majority vote at any duly called meeting at which a quorum, as defined in Section 5.9.1.1, is present. The Trustees may act without a meeting in any case by unanimous written consent and in cases requiring, in their sole judgment, a response to an emergency, by majority written consent.

Notwithstanding the preceding language, any instrument signed by a majority of those Trustees appearing from the records of the Registry of Deeds to be such, shall be conclusive evidence in favor of every person relying thereon or claiming thereunder, that at the time of delivery thereof the execution and delivery of that instrument was duly authorized by all Trustees; and any instrument signed by any one or more Trustees which contains or is accompanied by a certification that such Trustee or Trustees were, by appropriate vote of the Trustees, authorized to execute and deliver the same, shall, in like manner be conclusive evidence in favor of every person relying thereon or claiming thereunder.

Section 3.3 RESIGNATION; REMOVAL. Any Trustee may resign at any time by an instrument in writing signed and duly acknowledged by that Trustee. Resignations shall take effect upon the recording of such instrument with the Registry of Deeds. A Trustee may be removed with or without cause by vote of Unit Owners entitled to more than seventy-five percent (75%) of the beneficial interest hereunder. The vacancy resulting from such removal shall be filled in the manner provided in Section 3.1. Any removal shall become effective upon the recording with the Registry of Deeds of a certificate of removal signed by a majority of the remaining Trustees in office, or by Unit Owners holding at least seventy-five percent (75%) of the beneficial interest hereunder, who certify under oath that Unit Owners holding more than seventy-five percent (75%) of the beneficial interest hereunder have voted such removal.

Section 3.4 BOND OR SURETY. The Condominium Trust shall obtain adequate fidelity insurance and/or fidelity bonds naming the Condominium Trust as the insured at least in the minimum amounts required by Federal Home Loan Mortgage Corporation (FHLMC) and Federal National Mortgage Association (FNMA), whichever is higher, for all officers, employees and volunteers of the Condominium handling or responsible for Condominium funds. The premium on such bonds and/or insurance shall constitute a common expense.

Section 3.5 COMPENSATION OF TRUSTEES. With the approval of a majority of the Trustees, each Trustee may receive such reasonable remuneration for his services and also additional reasonable remuneration or extraordinary or unusual services, legal or otherwise, rendered by him or her in connection with the trust hereof, all as shall be from time to time fixed and determined by the Trustees, and such remuneration shall be a common expense of the Condominium. No compensation to the Trustee may be voted for the Trustee appointed by the Declarants.

Section 3.6 NO PERSONAL LIABILITY. No Trustee shall under any circumstances or in any event be held liable or accountable out of his personal assets or be deprived of compensation, if any, by reason of any action taken, suffered or omitted in good faith or be so liable, accountable or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of existence of any personal or adverse interest or by reason of anything except his own personal and willful malfeasance and defaults.

Section 3.7 TRUSTEES MAY DEAL WITH CONDOMINIUM. No Trustee shall be disqualified by his office from contracting or dealing with the Trustees or with one or more Unit Owners whether directly or indirectly, as vendor, purchaser or otherwise, because of his interest individually or the Trustee's interest or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any other reason, nor shall any such dealing, contract or arrangement entered into with respect to this Trust in which any Trustee shall be interested in any way be avoided nor shall any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee holding office or of the fiduciary relation hereby established, provided the Trustee shall act in good faith and shall disclose the nature of his interest before entering into the dealing, contract or arrangement.

Section 3.8 INDEMNITY OF TRUSTEES. The Trustees and each of them shall be entitled to indemnity both out of the Trust property and by the Unit Owners against any liability incurred by them or any of them in the execution hereof, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines, all as provided in Chapter 183A, and, acting by majority, may purchase such insurance against such liability as

they shall determine is reasonable and necessary. The cost of such insurance to be a common expense of the Condominium. Each Unit Owner shall be personally liable for all sums lawfully assessed for his share of the common expenses of the Condominium and for his proportionate share of any claims involving the trust property in excess thereof, all as provided in Sections 6 and 13 of Chapter 183A. Nothing in this paragraph shall be deemed to limit in any respect the powers granted to the Trustees in this Declaration of Trust.

ARTICLE IV

BENEFICIARIES AND THE BENEFICIAL INTEREST IN THE TRUST

Section 4.1 BENEFICIAL INTEREST. The beneficiaries of this Trust shall be the owners of Units in the Condominium as they may be from time to time. The beneficial interest in this Trust shall be divided among the Unit Owners in the same percentage of undivided beneficial interest of each Unit's undivided interest in the common areas and facilities of the Condominium as set forth in Section 8 of the Master Deed.

Section 4.2 EACH UNIT TO VOTE BY ONE PERSON. The beneficial interest of each Unit of the Condominium shall be held and exercised as a Unit and shall not be divided among several owners of any such Unit. To that end, whenever any 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 shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder, and (b) notify the Trustees of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate any one such owner for such purposes.

All rights of a Unit Owner under this Trust may be exercised by written proxy. The Trustee shall make any necessary determinations in her sole discretion as to the validity of proxies.

ARTICLE V

THE BY-LAWS

The provisions of this Article V shall constitute the By-Laws (the "By-Laws") of this Trust and the organization of Unit Owners established hereby and shall be applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the buildings and all other improvements thereon including the Units and Common Areas and Facilities, owned in fee simple absolute, and all easements, rights and appurtenances

belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which is intended to be submitted to the provisions of said Chapter 183A.

All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the Master Deed, the rules and regulations and all covenants, agreements, restrictions, conditions, easements and declarations of record ("Title Conditions"). The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement that these By-Laws, the rules and regulations, the provisions of the Master Deed, as they may be amended from time to time, and the Title Conditions are accepted, ratified and will be complied with.

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

Section 5.1 POWERS OF THE TRUSTEES. The Trustees shall have all the powers necessary for the administration of the affairs of the Condominium and, acting by a majority, may do all things, subject to and in accordance with all applicable provisions of Chapter 183A and the Master Deed, necessary and convenient thereto, and, without limiting the generality of the foregoing, the Trustees may, with full power and uncontrolled discretion at any time and from time to time and without the necessity of applying to any court or to the Unit Owners for leave so to do:

(i) Retain the Trust property, or any part or parts thereof, in the same form or forms of investment in which it is received or acquired by them so far and so long as they shall think fit, without liability for any loss resulting therefrom;

(ii) Sell, assign, convey, transfer, exchange and otherwise deal with or dispose of the Trust property, but not the whole thereof, free and discharged of any and all trusts, at public or private sale, to any person or persons for cash or on credit, and in such manner and on such restrictions, stipulations, agreements and reservations as they shall deem proper, including the power to take back mortgages to secure the whole or any part of the purchase price of any of the Trust property sold or transferred by them, and execute and deliver any deed or other instrument in connection with the foregoing;

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

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

(v) Enter into any arrangement for the use or occupation of the Trust property, or any part or parts thereof, including, without thereby limiting the generality of the foregoing, leases, subleases, easements, licenses or concessions, upon such terms and conditions and with such stipulations and agreements as they shall deem desirable, even if the same extend beyond the possible duration of this Trust;

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

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

(viii) Determine whether receipt by them constitutes principal or income or surplus and allocate between principal and income and designate as capital or surplus any of the funds of the Trust;

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

(x) Deposit any funds of the Trust in any bank or trust company, and delegate to any one or more of their number, or to any other person or persons, the power to deposit, withdraw and draw checks on any funds of the Trust;

(xi) Engage in such litigation in the name of and on behalf of the Trust as they deem necessary and proper to further the purposes of this Trust;

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

(xiii) Employ, appoint and remove such agents, managers, officers, board of managers, brokers, engineers, architects, employees, servants, assistants and counsel (which counsel may be a firm of which one or more of the Trustees are members) as they shall deem proper for the purchase, sale or management of the Trust property, or any part or parts thereof, or for conducting the business of the Trust, and may define their respective duties and fix and pay them compensation, and the Trustees shall not be answerable for the acts and defaults of any such person. The Trustees may delegate to any such agent, manager, officer, board, broker, engineer, architect, employee, servant, assistant, or counsel any or all of their powers (including discretionary powers except that the power to join in amending, altering, adding to, terminating or changing this Declaration of Trust and the Trust hereby created shall not be delegated) all for such times and purposes as they shall deem proper. Without hereby limiting the generality of the foregoing, the Trustees may 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 Trustees or Managing Trustees for the management and administration of the Trust property and the business of the Trust, or any part or parts thereof;

(xiv) to manage, maintain, repair, restore, and improve the common areas and facilities or the Units, when they shall deem necessary;

(xv) to determine the common expenses required for the affairs of the Condominium;

(xvi) to adopt and amend rules and regulations covering the details of the operation and use of the common areas and facilities;

(xvii) to obtain insurance covering the Condominium (including the common areas and facilities and the Units);

(xviii) to enforce obligations of the Unit Owners and have the power to levy fines against the Unit Owners for violations of reasonable rules and regulations established by the Trustees to govern the conduct of the Unit Owners. No fine may be levied for more than Ten Dollars (\$10.00) for any one violation, but for each day a violation continues after notice, it shall be considered a separate violation. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were common charges owed by the particular Unit Owner or Unit Owners. In the case of persistent violation of the rules and regulations by a Unit Owner, the Trustees shall have the power to require such Unit Owner to post a bond to secure adherence to the rules and regulations ; and

(xix) Generally, in all matters not herein otherwise specified, control and do each and everything necessary, suitable, convenient or proper for the accomplishment of any of the purposes of the

Trust or incidental to the Powers herein or in said Chapter 183A, manage and dispose of the Trust property as if the Trustees were the absolute owners thereof and to do any and all acts, including the execution of any instruments, which by their performance thereof shall be shown to be in their judgment for the interest of the Unit Owners.

Section 5.2 MAINTENANCE AND REPAIR OF UNITS. The Unit Owners shall be responsible for the proper maintenance and repair of their respective Units and the maintenance, repair and replacement of utility fixtures therein serving the same, including, without limitation (and except as stated in the Master Deed to be part of the common areas and facilities of the Condominium), interior finish walls, ceilings, and floors; windows and window trim; doors, door frames and interior door trim; plumbing and sanitary waste fixtures and fixtures for water and other utilities; electrical fixtures and outlets; and all wires, pipes, drains and conduits for water, sewerage, electrical power and light, telephone and any other utility services which are contained in and serve such Unit. In addition, each Unit Owner shall be responsible for the proper maintenance and repair of any portion of the Common Areas and Facilities which the Unit Owner is entitled to use on an exclusive basis. If the Trustees shall at any time in her reasonable judgment determine that the interior of any Unit is in such need of maintenance or repair that the market value or reasonable enjoyment of one or more other Units is being adversely affected or that the condition of a Unit or fixtures, furnishings, facility or equipment therein is hazardous to any Unit or the occupants, the Trustees shall in writing request the Unit Owner to perform the needed maintenance, repair or replacement or to correct the hazardous condition, and in case such work shall not have been commenced within fifteen (15) days (or such reasonable shorter period in case of emergency as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of the Owner(s) of such Unit and to enter upon and have access to such Unit for that purpose. The reasonable cost of such work shall constitute a lien upon such Unit and the Owner(s) of such Unit shall be personally liable therefor.

Repair of uninsured casualty loss or damage to units caused by events in or condition of common areas and facilities may, in the Trustees sole discretion, but need not be, paid from common funds.

Section 5.3.1 MAINTENANCE, REPAIR AND REPLACEMENT OF COMMON AREAS AND FACILITIES; TRUSTEE ACCESS TO UNITS. The Trustees shall be responsible for the proper maintenance, repair and replacement of the common areas and facilities of the Condominium (see Section 5.5 for specific provisions dealing with repairs and replacement necessitated because of casualty loss), which activity may be done through the managing agent, as hereinafter provided, and any two (2) Trustees (one (1) if there then be only one (1) in office) or the managing agent or any others who may be so designated by a majority of the Trustees may

approve payment of vouchers for such work. The expenses of such maintenance, repair and replacement shall be assessed to the Unit Owners as common expenses of the Condominium at such times and in such amounts as provided in Section 5.4.

The Trustees and their agents shall have access to each Unit from time to time during reasonable hours for the maintenance, repair or replacement of any of the common areas and facilities therein or accessible therefrom or for making emergency repairs therein necessary, in the Trustees' sole judgment, to prevent damage to the common areas and facilities or to another Unit or Units.

Section 5.3.1.1 NO WORK SHALL JEOPARDIZE BUILDINGS. No work which would jeopardize the soundness or safety of the building shall be done in a Unit or in the common areas and facilities unless in every such case the unanimous written consent of all Unit Owners of the Condominium is first obtained.

Section 5.3.2 CONNECTING UNITS; EXCLUSIVE USE OF COMMON AREAS. The Trustees may authorize that Units in common ownership be connected for the purpose of single occupancy and that for such purpose cuts be made in common walls or floors; provided, always, that the Owner(s) of the Units so to be combined shall do any work in connecting such Units at such Owner's expense and only in the manner prescribed by the Trustees. Any such authorization shall be valid only if in writing signed by a majority of the Trustees then in office and shall become void unless the work to connect the Units shall be commenced within six (6) months after the date of the authorization and shall be completed within a reasonable time thereafter. At such time as connected Units are no longer to be in common ownership, the Owner(s) of such Units shall promptly restore the common walls and/or floors between the Units at their expense and upon failure to do so, the Trustees then, or at any time thereafter, may perform or cause to be performed such work, in which event such Unit Owner(s) shall be personally liable to the Trust for the cost of the work which, if not paid when demanded, shall constitute a lien on the Units in question pursuant to Chapter 183A, Section 6(c) in proportion to their respective common interests. Such lien shall be valid notwithstanding any conveyance of the Units, or any of them, out of common ownership prior to demand or any filing in the Registry of Deeds to enforce the lien.

Section 5.4 COMMON EXPENSE FUNDS.

Section 5.4.1 RESERVE FUNDS. The Unit Owners shall be liable for common expenses and, subject to the Trustees' judgment as to reserve and contingent liability funds stated below, shall be entitled to surplus accumulations, if any, of the Condominium in proportion to their beneficial interest in the Trust. The Trustees may from time to time in their sole discretion distribute surplus accumulations, if any, among the Unit Owners in such proportions. The Trustees shall, to the extent they

deem advisable, set aside common funds for reserve or contingent liabilities, and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or, subject to the provisions of the following Sections 5.4.2 and 5.4.4, for maintenance, repair, rebuilding or restoration of the Trust property or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution. In addition, the Trustees shall create a working capital fund by assessing each Unit Owner a one-time charge equal to two-months common-expense charge per Unit, which assessment shall be made at the time each Unit is first transferred from the Declarants to a Unit Owner.

Section 5.4.2 ASSESSMENT OF COMMON EXPENSES. Beginning no later than sixty (60) days after the transfer of the first Unit from the Declarants to a Unit Owner, all Units shall be assessed their share of the estimated common expenses expected to be incurred from such date until the beginning of the first full fiscal year, together with a reasonable provision for contingencies and reserves. Thereafter, at least thirty (30) days prior to the commencement of each fiscal year of this Trust, the Trustees shall estimate the common expenses expected to be incurred during the next fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed surplus accumulations from prior years not set aside for reserve or contingent liabilities, shall determine the assessment to be made for the next fiscal year.

During such time that real estate taxes (including betterment assessments) are assessed against the real property described in the Master Deed as one tax parcel, and not as condominium units, the Trustees may collect and expend, in the same manner as common expenses, all amounts necessary to pay such real estate taxes and betterment assessments for common benefit. Each Unit shall be assessed for such real estate taxes in proportion to its beneficial interest in the common areas and facilities of the condominium. The Trustees may collect the funds for such real estate taxes in lump sums or installments, using such procedure, including installment payments in advance, as they in their sole discretion shall determine and they may charge any penalties for late payment imposed by the municipal authorities to the Unit(s) responsible therefor.

The Trustees shall promptly render statements to the Unit Owners of their respective shares of assessments, according to their beneficial interest in the common areas and facilities, and such assessment shall, unless otherwise provided therein, be due and payable within thirty (30) days after the same are rendered. In the event that the Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, the Trustees shall make a supplemental or special assessment or assessments and render statements therefor in the manner aforesaid. The Trustees may in their discretion provide for payments of assessments in monthly or other installments.

The amount of each such assessment shall be a personal liability of each Unit Owner (jointly and severally among the owners of each Unit) and, if not paid when due, or upon the expiration of such grace period as the Trustees may (but need not) designate, shall carry a late charge in such amount or at such rate (which amount or rate need not be in proportion to the beneficial interests in this Trust) as the Trustees shall determine and, together with any such late amount or charge and attorneys' fees and all other costs of collection as hereinafter provided, shall constitute a lien on the Unit pursuant to the provisions of section 6 of Chapter 183A. The Trustees in their sole discretion may for good cause in order to avoid substantial injustice or in a case of hardship waive all or any portion of the late charge, attorneys' fees and the other costs of collection; provided that Trustees shall be disqualified from voting regarding any such waiver with respect to any Unit owned or occupied by such Trustee. Each Unit Owner, by acceptance of a Unit Deed, agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the Trustees in connection of said assessments for common expenses and enforcement of said lien.

Section 5.4.3 APPLICATION OF COMMON FUNDS. The Trustees shall expend common funds only for the purposes permitted by this Trust and by Chapter 183A.

Section 5.4.4 NOTICE OF DEFAULT TO MORTGAGEES. Upon written request addressed to the Trustees by a first mortgagee of any Unit, the Trustees shall notify such mortgagee of any default by the mortgagor of such Unit in the performance of the mortgagor's obligations under the Master Deed or this Declaration of Trust not cured within sixty (60) days of default.

Section 5.5 REBUILDING AND RESTORATION AFTER CASUALTY;
IMPROVEMENTS.

Section 5.5.1 CASUALTY LOSS. In the event of any casualty loss to the Trust property, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten percent (10%) of the value of the Condominium immediately prior to the casualty, and shall notify all Unit Owners of such determination. If such loss as so determined does not exceed ten percent (10%) of such value, the Trustees shall proceed with the necessary repairs, rebuilding or restoration as provided in paragraph (a) of Section 17 of Chapter 183A. If such loss as so determined exceeds ten percent (10%) of such value, the Trustees shall forthwith submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) authorizing the Trustees to proceed with the necessary repair, rebuilding or restoration, and (b) a copy of the provisions of Section 17; and the Trustees shall thereafter proceed in accordance with, and take such further action as they may in their discretion deem advisable in order to implement the provisions of paragraph (b) of Section 17.

Section 5.5.2 PROPOSED IMPROVEMENTS. If and whenever the Trustees shall propose to make any improvement to the common areas and facilities of the Condominium, or shall be requested in writing by the Unit Owners holding twenty-five percent (25%) or more of the beneficial interest in this Trust to make any such improvement, the Trustees shall submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same, and (b) a copy of the provisions of Section 18 of Chapter 183A. Upon the receipt by the Trustees of such agreement signed by the Unit Owners holding seventy-five percent (75%) or more of the beneficial interest or the expiration of ninety (90) days after such agreement was first submitted to the Unit Owners, whichever shall first occur, the Trustees shall notify all Unit Owners of the aggregate percentage of beneficial interest held by Unit Owners who have then signed such agreement. If such percentage exceeds seventy-five percent (75%), the Trustees shall proceed to make the improvement or improvements specified in such agreement and, in accordance with Section 18 of Chapter 183A, shall charge the cost of improvement to all the Unit Owners. The agreement so circulated may also provide for separate agreement by the Unit Owners that if more than fifty per cent (50%) but less than seventy-five percent (75%) of the beneficial interest so consent, the Trustees shall proceed to make such improvement or improvements and shall charge the same to the Unit Owners so consenting.

Section 5.5.3 ARBITRATION OF DISPUTED TRUSTEE ACTION. Notwithstanding anything in Sections 5.5.1 and 5.5.2, in the event that any Unit Owner(s), by written notice to the Trustees, shall dissent from any determination of the Trustees with respect to the value of the Condominium or any other determination or action of the Trustees under this Section 5.5, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owner(s) shall submit the matter to arbitration. For that purpose, one arbitrator shall be designated by the Trustees, one by the dissenting Unit Owner(s) and a third by the two arbitrators so designated. Such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association and shall be binding upon all parties. The Trustees' decision that work constitutes a repair, rebuilding or restoration other than an improvement shall be conclusive and binding on all Unit Owners unless shown to have been made in bad faith. The Trustees shall in no-event be obliged to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the Trustees' estimate of all costs thereof.

Section 5.5.4 CONDEMNATION. In the event of any condemnation of the Trust property, the Trustees shall estimate the cost of restoring what remains of the Trust property and shall notify all Unit Owners of such estimate. Until the Unit Owners instruct the Trustees otherwise by majority vote, the Trustees in their discretion shall proceed with

rebuilding and restoration of the remaining Trust property as far as practical to the condition and standards existing before the taking and the cost thereof shall be a common expense. Any award in connection with condemnation of Trust property shall be common funds and the Trustees shall have all power and authority to deal with all persons, including without limitation the taking authority, in connection therewith.

From and after any condemnation which includes one or more Units or parts thereof, (i) the beneficial interests of the remaining Units, and the corresponding percentage interest of each as stated in the Master Deed, shall be in proportion to her original beneficial interests, with equitable adjustments based on diminution in fair market value as to any Unit partially taken, and (ii) those Units entirely taken shall have no beneficial interest hereunder nor any percentage interest under the Master Deed. Any award or portion thereof for taking of any Unit or portion thereof paid by the taking authority to the Trustees shall be paid to the Owners, mortgagees and other lien holders of such Unit as her interests may appear.

Section 5.6 RULES AND REGULATIONS. The Trustees may from time to time adopt, amend and rescind rules and regulations governing the operation and use of the common areas and facilities, and such restrictions on and requirements respecting the use and maintenance of the Units and the use of the common areas and facilities as are consistent with the Master Deed and are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the common areas and facilities. The individual Trustee does hereby adopt the initial Rules and Regulations annexed to this Declaration of Trust.

Section 5.7 MANAGING AGENT. The Trustees may, at their discretion, appoint a manager or managing agent to administer the management and operation of the Condominium, including the incurring of expenses, the making of disbursements and the keeping of accounts, as the Trustees shall from time to time determine. The Trustees or such manager or managing agent may appoint, employ and remove such additional agents, attorneys, accountants or employees as the Trustees shall determine.

Section 5.8 INSURANCE.

Section 5.8.1 CASUALTY AND PUBLIC LIABILITY INSURANCE COVERAGE. The Trustees shall obtain and maintain, to the extent available at reasonable cost, in their name as insurance trustees for the Unit Owners, master policies of insurance of the following kinds, insuring the interests of the Trust, the Trustees, all Unit Owners and their mortgagees as their interests may appear:

A. Casualty or physical damage insurance on the building and all other insurable improvements forming part of the Condominium (including all of the common areas and facilities and all of the Units and excluding only personal property of the Unit Owners therein), now

existing or as they may from time to time be increased by amendment to the Master Deed, together with the service machinery, apparatus, equipment and installations located in the Condominium and existing for the provision of central services or for common use, in an amount not less than one hundred percent (100%) of their full replacement value, with a standard Replacement Cost Endorsement and an Agreed Amount Endorsement or its equivalent, if available (exclusive of land, footings, excavations, foundations and such other like items as are normally excluded from coverage), against (1) loss or damage by fire and other hazards covered by the standard extended coverage endorsement and (2) such other hazards and risks as the Trustees from time to time in their discretion shall determine to be appropriate, including but not limited to debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage. All policies of casualty or physical damage insurance shall provide (to the extent such clauses are so obtainable) (1) that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to all of the insureds, including each Unit mortgagee and (2) that the coverage thereof shall not be terminated for nonpayment of premiums without thirty (30) days notice to all of the insureds including each Unit mortgagee. Certificates of such insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered by the Trustees to Unit Owners and their mortgagees upon request at least ten (10) days prior to the expiration of the current policies.

B. Comprehensive public liability insurance including so called "Broadening Endorsement" with Severability of Interest Endorsement or equivalent coverage covering all of the common areas and facilities and including protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered in similar projects, in each instance to the extent applicable to the Condominium, in such amounts as shall be determined by the Trustees, covering the Trust, the Trustees, the Unit Owners and any manager or managing agent of the Condominium, with limits of not less than a single limit of One Million Dollars (\$1,000,000) for claims for bodily injury or property damage arising out of one occurrence, and with an endorsement to cover liability of any insured to other insureds.

C. Workman's compensation and employer's liability insurance covering any employees of the Trust.

The Trustees shall obtain any additional insurance which shall be necessary to comply with the requirements of the Federal Home Loan Mortgage Corporation (FHLMC) and the Federal National Mortgage Association (FNMA).

Section 5.8.1.1 FIDELITY COVERAGE. The Trustees may, in their sole discretion, purchase such other insurance, including fidelity coverage to protect against dishonest acts by persons responsible for

handling funds belonging to or administered by the Trust and liability insurance for the Trustees' acts, as they shall determine.

Section 5.8.2 PAYMENT TO TRUSTEES IN CASE OF LOSS. Such master policies shall provide that all casualty loss proceeds thereunder shall be paid to the Trustees as insurance trustees under these By-Laws. The duty of the Trustees as such insurance trustees shall be to receive such proceeds as are paid and to hold, use and disburse the same for the purposes stated in this Section and Section 5.5. If repair or restoration of the damaged portions of the Condominium is to be made, all insurance loss proceeds shall be held in shares for the Trust and the owners of damaged Units in proportion to the respective costs of repair or restoration of the common areas and facilities and damaged Units, with each share to be disbursed to defray the respective costs of repair or restoration of the common areas and facilities and damaged Units, with any excess of any such share of proceeds above such costs of repair or restoration to be paid to the Trust or Unit Owners for whom held upon completion of repair or restoration; but if pursuant to Section 5.5, restoration or repair is not to be made because the Condominium is totally destroyed, all insurance loss proceeds shall be held as common funds of the Trust and applied for the benefit of Unit Owners in proportion to their beneficial interests in the Trust, and in the event of a partial destruction, after payment for such restoration of the common areas and facilities as the Trustees may determine, insurance loss proceeds shall be paid to those Unit Owners who have suffered damage in proportion to the damage suffered by them. Such application for the benefit of Unit Owners shall include payment directly to a Unit Owner's mortgagee if the mortgage with respect to such Unit so requires.

Section 5.8.3 OTHER PROVISIONS OF INSURANCE POLICIES. In addition to the coverage and provisions set forth in Section 5.8.1, the Trustees shall, in their discretion, see that all policies of physical damage insurance: (1) contain waivers of subrogation by the insurer as to claims against the Condominium, the Trustees, their employees, Unit Owners and members of the family of any Unit Owner who reside with said Unit Owner, except in cases of arson and fraud; (2) contain a waiver of defense of invalidity on account of the conduct of any of the Unit Owners over which the Trustees have no control; (3) provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Unit Owners or their mortgagees; (4) exclude policies obtained by individual Unit Owners from consideration under "no other insurance" clause; (5) contain an agreed amount endorsement or its equivalent and the Trustees shall cause to be reappraised at least annually, the value of the buildings and all other insurable improvements forming part of the Condominium, and if necessary shall increase the amount of coverage on the Master Policy; and (6) contain an Inflation Guard Endorsement.

Section 5.8.4 UNIT OWNERS' INSURANCE AND RESPONSIBILITY FOR INCREASE IN PREMIUMS OF MASTER POLICY. Each Unit Owner may (and is solely responsible to) obtain additional insurance for his or her own benefit, including without limitation personal property, public liability and loss assessment insurance, at his or her own expense. No policy may be written so as to decrease the coverage under any of the master policies obtained by the Trustees and each Unit Owner hereby assigns to the trustees the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms of these Sections 5.8 as if produced by such coverage. Copies of all such policies (except policies covering only personal property of individual Unit Owners) shall be filed with the Trustees.

Section 5.8.5 IMPROVEMENTS BY UNIT OWNERS.

(A) No Unit Owner shall make any addition, alteration or improvement in or to his unit which may affect the structure or mechanical systems of the Condominium without the prior written consent thereto of the Trustees, which consent shall not be unreasonably withheld but may contain such conditions as they deem appropriate including, without limitation, restrictions in the manner of performing such work and requirements for builder's risk and liability insurance.

(B) All additions, alterations or improvements to any Unit (whether or not affecting the structural or mechanical systems of the Condominium) shall be performed in compliance with all applicable laws, regulations and codes, and when required thereby, by licensed contractors, and in such manner as not to unduly inconvenience or disturb the occupants of the Condominium.

(C) Each Unit Owner shall notify the Trustees of all improvements to his or her Unit (except personal property other than fixtures) which exceed a total value of One Thousand Dollars (\$1,000) within twenty (20) days after the commencement of construction of such improvements and upon receipt of such notice the Trustees shall notify the insurer under any policy obtained pursuant to Section 5.8.1 hereof of any such improvements.

(D) The provisions of this 5.8.5 shall not apply to Units owned by the Declarants prior to the initial sale thereof.

Section 5.8.6 INSURANCE A COMMON EXPENSE. The cost of the insurance purchased pursuant to Section 5.8 shall be a common expense assessable and payable as provided in Section 5.4.

Section 5.9 MEETINGS.

Section 5.9.1 MEETINGS OF TRUSTEES. The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect a Chairman, Treasurer, Secretary and any other officers

they deem expedient. Other meetings may be called by any Trustee and in such other manner as the Trustees may establish, provided however, that written notice of each meeting stating the place, day and hour thereof shall be given at least two (2) days before such meeting to each Trustee. A majority of the Trustees then in office shall constitute a quorum at all meetings. Such meetings shall be conducted in accordance with such rules as the Trustees may adopt.

Section 5.9.1.1 TRUSTEES' VOTES; MAJORITY DEFINED. Each Trustee shall have one (1) vote. A majority and a majority vote shall mean a majority of Trustees then in office.

Section 5.9.2 MEETINGS OF UNIT OWNERS. There shall be an annual meeting of the Unit Owners on the first Monday of July in each year at 8:00 P.M., at such reasonable place as may be designated by the Trustees by written notice given by the Trustees to the Unit Owners at least seven (7) days prior to the date so designated. Special meetings (including a meeting in lieu of a passed annual meeting) of the Unit Owners may be called at any time by the Trustees and shall be called by them upon the written request of any Unit Owner(s). Written notice of any special meeting, designating the place, day and hour thereof, shall be given by the Trustees to the Unit Owners at least seven (7) days prior to the date so designated. Whenever at any meeting the Trustees propose to raise any matter requiring approval by the Unit Owners, the notice of the meeting shall identify such matter and the fact that Unit Owner approval therefor will be sought.

Section 5.9.3 QUORUM OF UNIT OWNERS; MAJORITY VOTE OF UNIT OWNERS DEFINED; UNIT OWNER ACTION BY CONSENT IN LIEU OF MEETINGS. Unit Owners entitled to more than fifty percent (50%) of the beneficial interest of this Trust shall constitute a quorum at all meetings. "Majority vote" of Unit Owners as used in this Trust shall mean the votes at a duly noticed meeting of Unit Owners, in person or by proxy, of Unit Owners entitled to more than fifty percent (50%) of the beneficial interest of this Trust. All actions by Unit Owners shall require a majority vote except where the provisions of this Trust or Chapter 183A require a larger percentage. The Unit Owners may take any action requiring a vote without a meeting only by unanimous written consent.

Section 5.10 TRUSTEES' RECORDS OF UNIT OWNERS AND UNIT MORTGAGEES DEEMED CONCLUSIVE. On each transfer of an ownership interest in or the grant of any mortgage on a Unit, the person or persons acquiring the interest or mortgage shall have the duty to give the Trustees written notice of their interest or mortgage in the Unit and, in the case of persons acquiring an ownership interest, of the correct name of all the owners of the Unit and of any mortgagee thereof. Unless otherwise required by law, records of owners and mortgagees maintained by the Trustees shall be conclusive for all purposes, including without limitation, for all notices to Unit Owners, for owners' meetings and all owner votes and for amendments to the Master Deed and this Condominium Trust; and the Trustees may, but shall have no obligation to, examine the

records of the Registry of Deeds to determine ownership of Units. Unless otherwise required by law, all actions, including without limitation amendments to this Trust or to the Master Deed of the Condominium, shall be valid if taken by the requisite number of Unit Owners as they appear on the Trustees' records of ownership; provided, as to actions recorded with the Registry of Deeds, that the Trustees so certify under oath and such certificate is recorded with the Registry of Deeds.

Section 5.10.1 NOTICES TO UNIT OWNERS. Every notice to any Unit Owner required under the provisions of this Trust or which may be deemed by the Trustees necessary or desirable in connection with the execution of the Trust created hereby or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if given in writing by one or more of the Trustees to such Unit Owner by mailing it, postage prepaid, addressed to such Unit Owner at his address as it appears upon the records of the Trustees if other than at his Unit in the Condominium or by mailing or delivering it to such Unit if such Unit appears as the Unit Owner's address or if no address appears, at least seven (7) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given. The Owner(s) of each Unit shall have the responsibility of providing the Trustees with any address other than the Unit to which the Owner(s) desire notices to be mailed.

Whenever the Trustees propose to submit at a meeting of the Unit Owners any matter with respect to which specific approval of, or action by, the Unit Owners is required by law or this Trust, the notice of such meeting shall so state and reasonably specify such matter.

Section 5.11 INSPECTION OF BOOKS; REPORTS TO UNIT OWNERS. Books, accounts and records of the Trustees shall be open to inspection by any one or more of the Trustees and the Unit Owner(s) and first mortgagee of any Unit 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. If the Trustees so determine or if any Unit Owner so requests in writing to the Trustees, the report shall include financial statements by a certified public accountant which may, but need not be certified, as the Trustees shall determine, and shall be in such summary form and in only such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by registered mail within a period of one (1) month of the date of his or her receipt of the report shall be deemed to have assented thereto.

Section 5.12 CHECKS, NOTES, DRAFTS AND OTHER INSTRUMENTS. Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any two (2) Trustees (or by one (1) Trustee if there is only one), or by any person or persons to whom such power may at any time or

from time to time have been delegated by not less than a majority of the Trustees.

Section 5.13 FISCAL YEAR. The fiscal year of the Trust shall be the year ending with the last day of December or such other date as may from time to time be determined by the Trustee.

Section 5.14 RESTRICTIONS ON USE The following restrictions shall apply to all Units unless otherwise permitted in a writing executed by a majority of the Trustee of the Condominium Trust pursuant to the provisions thereof.

- (a) **EFFECT ON INSURANCE.** No Unit Owner shall use his Unit in such fashion as to result in the cancellation of insurance maintained by the Trustees on the Condominium or in any increase in the cost of such insurance, except that uses resulting in increase in premiums may be made by specific arrangement with the Trustees providing for the payment of such increased insurance costs by the Unit Owner concerned.
- (b) **RADIOS, PHONOGRAPHS, MUSICAL INSTRUMENTS.** The volume of television sets, radios, phonographs, musical instruments and the like shall be turned down after 10:00 p.m. and shall at all times be kept at a sound level which will not annoy the occupants of neighboring Units.
- (c) **SIGNS.** Unit Owners may not rent any Unit for transient purposes nor may they display "For Sale" or "For Rent" signs in windows of their Unit nor may the Owners of residential units place window displays or advertising in windows of such Units.
- (d) **NO OFFENSIVE ACTIVITY.** No noxious or offensive activity shall be carried on in any Unit, or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, licensees and pets, nor do or permit anything by such persons or animals that will interfere with the rights, comforts or convenience of other Unit Owners.
- (e) **PETS.** No pets of any kind shall be kept in any Unit without the prior written consent of the Trustees.

- (f) NO UNLAWFUL USE. No unlawful use shall be made of the Premises or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Unit Owners shall not violate or cause to be violated any laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Condominium Premises.

These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Trustees of the Condominium Trust and shall be enforceable solely by one or more Unit Owners or Trustees, insofar as permitted by law, and, insofar as permitted by law, shall be perpetual; and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this Section except such as occur during his or her Unit ownership.

Notwithstanding the foregoing, and in addition to all rights of every Unit Owner (including, without limitation, the right to lease a Unit), the Declarants and any successor to the Declarants' interest in the Condominium, may, until all of the Units have been sold by the Declarants or such successor(s), also use unsold Units as models for display and for purposes of sale or leasing of Units and may make additions, alterations or improvements to unsold Units without Trustee consent.

Section 5.15 RULES, REGULATIONS, RESTRICTIONS and REQUIREMENTS. The Trustees shall have the right (which right shall not be delegated) at any time and from time to time to adopt, amend and rescind administrative rules and regulations governing the details of the operation and use of the Units and the Common Areas and Facilities. The restrictions on and requirements respecting the use and maintenance of the Units and the use of the Common Areas and Facilities are to be consistent with provisions of the Master Deed and are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the Common Areas and Facilities. The Trustees shall have the power to enforce these By-Laws and shall have the power to levy fines against the Unit Owners for violations of reasonable rules and regulations established by them to govern the conduct of the Unit Owners. No fine may be levied for more than \$10.00 for any one violation, but for each day a violation continues after notice, it shall be considered a separate violation. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were common charges owed by the particular Unit Owner or Unit Owners. In the case of persistent violation of the rules and regulations by a Unit Owner, the Trustees shall have the power to require such Unit Owner to post a bond to secure adherence to the rules and regulations.

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

Section 6.1 RELIANCE ON IDENTITY OF TRUSTEES. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in the Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees under this Trust, or be affected by any notice, implied, constructive or actual, otherwise than by a certificate thereof signed by one or more of the persons appearing of record in the Registry of Deeds as Trustees, and such record or certificate shall be conclusive evidence of the personnel of the Trustees and of any changes therein. The receipts of the Trustees, or any one or more of them, for monies or things paid or delivered to them or any one of them shall be effectual discharges therefrom to the persons paying or delivering the same and no person from whom the Trustees, or any one or more of them, shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was Trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees, and any instrument of appointment of a new Trustee or resignation or removal of an old Trustee purporting to be executed by the Trustees, Unit Owners or other persons required by this Trust to execute the same, shall be conclusive in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation, removal or appointment or the occasion thereof.

Section 6.2 NO PERSONAL LIABILITY IN 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 (excepting only fraud or deliberate or intentional torts), against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceedings, 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 any debt, damage, judgment or decree, or for 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 or the indemnity of the Trustees under provisions of Section 3.8 of this Trust or under provisions of Chapter 183A.

Section 6.3 ALL OBLIGATIONS SUBJECT TO THIS TRUST. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions of this Trust, whether or not express reference shall have been made to this instrument.

Section 6.4 FURTHER MATTERS OF RELIANCE. This Declaration of Trust and any amendments to this Trust and any certificate required by the terms of this Trust to be recorded and any other certificate or paper signed by the Trustees or any of them which it may be deemed desirable to record shall be recorded with the Registry of Deeds and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the Trust property or any beneficiary thereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with the Registry of Deeds. Any certificate signed by two (2) Trustees in office at the time (only one (1) Trustee if there is only one at the time), setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries and as to matters determining the authority of the Trustees, or any one of them to do any act, when duly acknowledged and recorded with the Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by any Trustee hereunder, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustee or majority, as the case may be, shall, as to all persons acting in good faith in reliance thereon be conclusive evidence of the truth of the statements made in such certificate, the existence of the facts therein set forth and the existence of the authority of such one or more Trustees to execute and deliver the designated instrument on behalf of the Trust.

Section 6.5 COMMON EXPENSES IN EVENT OF UNIT MORTGAGE FORECLOSURE. Any first mortgagee who comes into possession of a Unit pursuant to the remedies provided in its mortgage, by foreclosure of such mortgage or by deed in lieu of foreclosure shall take such Unit free of any claims for unpaid common expenses or assessments against such Unit which accrue prior to the time such mortgagee comes into possession of such Unit.

Section 6.6 COMMON EXPENSE CERTIFICATES. Notwithstanding any other provision of this Article VI, any certificate setting forth the amount of unpaid common expenses assessed as a lien against any Unit as provided by subsection (d) of Section 6 of Chapter 183A shall be conclusive evidence of the facts stated therein if signed by any one (1)

Trustee then in office (or one if there be only one in office) provided that a Trustee may not be the sole signator on such a certificate if it appertains to a Unit owned by said Trustee, with the exception of the initial sale of the Units by the Declarants.

Section 6.7 FNMA/FHLMC PROVISIONS. To the extent required to qualify the Units of the Condominium for unit mortgages under then prevailing regulations of the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, the following provisions shall apply notwithstanding any other provision of this Condominium Trust.

All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual condominium units and not to the condominium project as a whole.

Any first mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the mortgagee.

Except as provided by Chapter 183A in case of condemnation or substantial loss to the Units and/or common areas and facilities of the Condominium, unless seventy-five percent (75%) of the first mortgagees holding mortgages on individual Units in the Condominium (based upon one (1) vote for each first mortgage owned) have given their prior written approval, neither the Unit Owners nor the Trustees of the Condominium Trust, by amendment to this Condominium Trust or otherwise, shall be entitled to:

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

(b) change the pro-rata interest or obligations of any individual Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (ii) determining the pro-rata share of ownership of each Unit in the common areas and facilities;

(c) partition or subdivide any Unit;

(d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities by the Condominium shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection; or

(e) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to common areas and facilities) for other than the repair, replacement or reconstruction of such property of the Condominium.

In no case shall any provisions of this Condominium Trust give a Unit Owner or any other party priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the common areas and facilities of the Condominium

A first mortgagee, upon request to the Trustees of the Condominium Trust, will be entitled:

- (a) to written notification from the Trustees of the Condominium Trust of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under the Master Deed or the Condominium Trust which is not cured within sixty (60) days;
- (b) to inspect the books and records of the Condominium Trust during normal business hours;
- (c) to receive an audited annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;
- (d) to written notice of all meetings of the Condominium Trust, and to be permitted to designate a representative to attend all such meetings;
- (e) to written notice from the Trustees of the Condominium Trust of any lapse, cancellation or material modification of any insurance policy or fidelity bond (if any) maintained by the Condominium Trust; and
- (f) to written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the first mortgagee holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the common areas and facilities of the Condominium.

The Trustees shall make no agreement for professional management of the Condominium, or any contract with the Declarants, which exceeds a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on not more than ninety (90) days written notice. The Trustees shall faithfully observe the requirements of the Federal National Mortgage Association in effect from time to time with respect to self-management of the Condominium and shall not implement self-management of the Condominium without the requisite Unit Owner and mortgagee approval (if any).

Any material amendment (i.e. other than to correct technical errors or for clarification) which adds to or amends any provision which establishes, provides for, governs or regulates any of the following:

- (a) voting;
- (b) assessments, assessment liens or subordination of such
liens;
- (c) reserves for maintenance, repair and replacement of the
common areas;
- (d) insurance or fidelity bonds;
- (e) rights to use of the common areas;
- (f) responsibility for maintenance and repair of the
Condominium;
- (g) expansion or contraction of the Condominium or the
addition, annexation or withdrawal of property to or from the condominium;
- (h) boundaries of any unit;
- (i) the interests in the common areas;
- (j) convertability of units into common areas or of common
areas into units;
- (k) leasing of units;
- (l) imposition of any right of first refusal or similar
restriction on the right of a unit owner to sell, transfer or otherwise
convey his or her unit; or
- (m) any provisions which are for the express benefit of
mortgage holders, eligible mortgage holders, or eligible insurers or
guarantors of first mortgages on units;

shall require (in addition to the Unit Owner consent stated in Section 7.1) the approval of at least sixty-seven percent (67%) (according to beneficial interest) of those mortgagees who have made written request of the Trustees for notice of any such proposed amendment. Any such mortgagee shall be entitled to at least thirty (30) days written notice of such proposed amendment, which notice may include the request for the mortgagee's approval. Any such mortgagee who receives a written notice to approve any such amendment and which is for purposes of correcting technical errors or for clarification only and who does not deliver or mail to the requesting party a negative response with thirty (30) days shall be deemed to have approved the amendment.

The initial Trustee intends that the provisions of this Section 6.7 comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to condominium mortgage loans and, except as otherwise required by the provisions of Chapter 183A, all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this Section 6.7 shall not be amended without the written consent of at least sixty-seven percent (67%) of the first mortgagees (based upon one vote for each mortgage owned).

ARTICLE VII

AMENDMENTS AND TERMINATION

Section 7.1 AMENDMENTS. Except as stated in Section 6.7, the Trustees, with the consent in writing of Unit Owners entitled to not less than seventy-five percent (75%) of the beneficial interest in this Trust, may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change (a) according to the purport of which the percentage of the beneficial interest hereunder of any Unit Owner would be altered in any manner or to any extent whatsoever modified or affected, so as to be different from the percentage of the individual interest of such Unit Owner in the common areas and facilities as set forth in the Master Deed, and any amendment thereto, or which would render this Trust contrary to or inconsistent with any requirements or provisions of Chapter 183A, shall be valid or effective; and (b) according to the purport of which would eliminate, impair or otherwise adversely affect any rights special to the Declarants (i.e. not appertaining generally to all Unit Owners) shall be of any force or affect unless assented to in writing by the Declarants. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with the Registry of Deeds of an instrument of amendment, alteration, addition, or change as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds by any two (2) Trustees, if there be at least two then in office (or one (1) Trustee if there be only one in office), setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners required by this Trust to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition or change whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes. Nothing in this paragraph shall be construed as making it obligatory upon the Trustees to amend,

alter, add to or change the Declaration of Trust upon obtaining the necessary consent as hereinbefore provided.

Section 7.2 TERMINATION. The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure therefor set forth in Section 19 thereof.

Section 7.3 DISPOSITION OF TRUST PROPERTY UPON TERMINATION. Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of Chapter 183A, sell and convert into money the whole of the Trust property, or any part thereof, and, after paying or retiring all know liabilities and obligations of the Trust and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them which shall be conclusive, all other property then held by them in trust hereunder, to the Unit Owners according to their respective beneficial interest. In making any sale under this section, the Trustees shall have power to sell by public auction or private sale or contract and to buy in or rescind or vary any contract of sale and to resell without being answerable for loss and, for said purposes, to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distributions of Trust property may have passed.

ARTICLE VIII


MISCELLANEOUS

Section 8.1 CONSTRUCTION. In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is reasonably required by the subject matter or content. The title headings of different parts hereof are inserted only for 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. Unless the context otherwise indicates, words defined in Chapter 183A shall have the same meaning here.

Section 8.2 WAIVER. The provisions of this Trust shall be waived only in writing by the party charged therewith and not by conduct, no matter how often repeated.

Section 8.3 PARTIAL INVALIDITY. The invalidity of any provision of this Trust shall not impair or affect the validity of the remainder of this Trust and all valid provisions shall remain enforceable and in effect notwithstanding such invalidity.

IN WITNESS WHEREOF, the undersigned executes this Declaration of Trust under seal as of the day and year first hereinabove set forth.



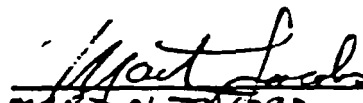
Mitchell B. Robbins, Trustee as-
aforesaid and not individually

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS

November 15, 1986

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



MARTIN JACOBS
Notary Public May 21, 1993

My commission expires:

**NATICK GREEN CONDOMINIUM
RULES AND REGULATIONS**

In these rules and regulations the words "common areas and facilities", "Trustees", "Unit" and "Unit Owners" shall have the meaning given to these terms in the Master Deed creating and the Declaration of Trust for Natick Green Condominium.

1. NO OBSTRUCTION OF COMMON AREAS. Unit Owners shall not cause, nor shall they suffer obstruction of common areas and facilities except for storage in any assigned storage areas or except as the Trustees may in specific instances expressly permit.
2. NAMEPLATES. Unit Owners may place their names only in such places outside the Unit as may be provided for by the Trustees.
3. PETS. No pets of any kind may be kept in any Units without the prior written consent of the Trustees.
4. LAUNDRY. No Unit Owner shall hang laundry, rugs, drapes and the like out of a Unit.
5. ABUSE OF MECHANICAL SYSTEM. The Trustees may charge to a Unit Owner any damage to the mechanical, electrical or other building service system to the Condominium caused by such Unit Owner by misuse of those systems.
6. LATE CHARGES. Pursuant to the powers granted the Trustees in Section 5.4.2 of the Natick Green Condominium Trust, common expenses not received by the Trustees within seven (7) days after their due date, shall be subject to a late charge of one and one half percent (1 1/2%), apportioned monthly, on the unpaid amount until paid in full.

0069C/80-109

NATICK GREEN
 7 SILVER HILL
 NATICK, MASSACHUSETTS
 Proposed Condominium Budget for the First Year of Operation
 (Unaudited)

REVENUES:

Office Rental	\$ 7,200	
Clubhouse Rental	\$ 2,500	
Vending Machine	\$ 1,000	
Laundry Income	\$ 16,000	
Interest Income	\$ 5,000	
TOTAL REVENUES		\$ 31,700

EXPENSES:

Administrative:		
Office Expense	\$ 2,520	
Telephone	\$ 1,200	
Management Fee	\$ 57,240	
Legal and Audit	\$ 5,000	
		\$ 65,960

Operating:		
Salaries and Related Costs & Benefits	\$ 85,000	
Water and Sewer	\$ 27,000	
Electricity & Heat (for common areas)	\$ 54,000	
Recreational Facilities	\$ 2,000	
Vehicles	\$ 7,200	
		\$ 175,200

Repair and Maintenance:		
Snow Removal	\$ 5,000	
Trash and Garbage	\$ 24,000	
Landscaping and Ground Supplies	\$ 45,000	
Pool	\$ 1,500	
Building	\$ 20,000	
Maintenance Apartment	\$ 12,140	
		\$ 107,640

Fixed Expenses:		
License and Permits	\$ 1,000	
Insurance Premiums	\$ 65,000	
		\$ 66,000

Replacement Reserve:	\$ 40,000	\$ 40,000
----------------------	-----------	-----------

TOTAL EXPENSES		\$ 454,800
----------------	--	------------

NET ANNUAL PROJECTED EXPENSES		\$ 423,100
-------------------------------	--	------------

NET MONTHLY PROJECTED EXPENSES		\$ 35,258
--------------------------------	--	-----------

NATICK GREEN
7 SILVER HILL
NATICK, MASSACHUSETTS

Assumptions to Projected Condominium Budget
for the First Year of Operation

Office Rental:

Rental of office space to The Robbins Group, Inc.

Clubhouse Rental:

Clubhouse presently rents for \$50.00 an evening. Estimate 50 evenings a year rental.

Vending Machine:

Represents estimated receipts from vending machines on property.

Laundry Income:

Assumes 40% of owners utilize laundry rooms, all condominiums have individual washer and dryer hook-ups.

Interest Income:

Represents 7% interest earnings on two month condominium fee deposit plus replacement reserve.

Management Fee Expense:

\$15 per unit per month.

Salaries and Related Benefits:

Represents four full-time personnel plus 20 % for related benefits.

Water and Sewer:

Represents prior year common area costs increased for scheduled 1986 water and sewer rate increases.

Electricity:

Represents prior year common area costs increased by 5%.

Vehicles:

Represents debt service, insurance, and operating expenses on \$15,000 truck.

Snow Removal:

Reflects rental of tractor for winter season and temporary help.

Trash and Garbage Removal:

Reflects actual 1986 contract rates.

Landscaping and Ground Supplies:

Reflects annual maintenance contract plus other costs.

Maintenance Apartment:

Represents carrying costs of apartment for Maintenance Supervisor.