

die, such that there is no Successor Trustee available from a Unit, then once 30 days have passed from the date the Trustee office became vacant, the remaining Trustee shall have the full power to act on behalf of the Trust. During any period of vacancy in the office of a Trustee, the remaining Trustee shall have the full power to act on behalf of the Trust.

4. Trustee action. In all matters relating to the administration of the Trust hereunder, and the exercise of the powers hereby conferred, the two Trustees shall act by unanimous vote. In the event of any disagreement between the two Trustees such as they cannot agree on a course of action, they shall submit the issue to binding arbitration. The Trust shall bear the cost of the arbitration. The decision of the arbitrator shall be final. If the Trustees cannot agree on the identity of an arbitrator, the matter shall be submitted to the American Arbitration Association in Boston, Massachusetts. Any instrument executed by the 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 the execution and 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 same, shall be conclusive evidence in favor of every person relying thereon or claiming thereunder.
5. Resignation. Any Trustee may resign at any time by instrument signed and duly acknowledged by that Trustee. Resignations shall take effect upon the recording of such instrument. A vacancy shall be filled as aforesaid.
6. No bond. No Trustee shall be obligated to give any bond or surety or other security for the performance of his duties hereunder.
7. Compensation. The Trustees hereunder agree to serve without compensation. The Trust, however, shall pay for all costs and expenses associated with the Trust, including reasonable attorney's fees when necessarily incurred.
8. No Personal Liability. No Trustee shall be held liable or accountable out of his personal assets by reason of any action taken, suffered or omitted in good faith or be so liable or accountable by reason of honest errors of judgment or mistakes of fact or law or by reason of the existence of any personal or adverse interest or by reason of anything except his own personal and willful malfeasance and defaults.
9. Conflict of Interest. No Trustee shall be disqualified by reason of his office from contracting or dealing with the Trustees or with one or more Unit Owners as vendor, purchaser or otherwise, provided that the Trustee shall act in good faith and shall disclose the nature of his interest before so contracting or dealing.
10. Indemnity of Trustees. The Trustees shall be entitled to indemnity both out of the Trust property and by the Unit Owners against any liability incurred by them in the exercise of their duties as Trustees, including without limitation in contract and in tort and liabilities for, damages, penalties and fines, all as provided for in G. L. c. 183A, and may purchase such insurance as is reasonable and necessary, the cost of such insurance to be a common expense.

11. Beneficiaries and Beneficial Interest. The beneficiaries of this Trust shall be the owners of the Units in the Condominium as they may be from time to time. The Beneficial Interest shall be divided between the Unit Owners in the percentage of undivided Beneficial Interest appertaining to the Units of the Condominium as set forth in the Master Deed.
12. 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 the several owners of any such Unit. To that end, whenever any Unit is owned by more than one person, the several owners of such Unit shall determine and designate in writing to the Trustees which one of such owners shall be authorized and entitled to cast votes, execute instruments and appoint a Trustee, and to take any such action reserved to the Unit either under the Master deed, this Trust or the General Laws. In the absence of any such designation, the Trustees may designate only one such owner for the purposes expressed herein.
13. By-Laws of the Trust. The By-Laws of the Trust are attached hereto as Exhibit A which is hereby incorporated herein by reference and made a part hereof with the same force and effect as though fully set forth in the body hereof.
14. Capital Fund. At any special meeting of the Unit Owners, the Trustees may establish a Capital Fund upon the approval of 100% of the Unit Owners. These funds shall be held and managed by the Trustees and used to pay for or defray the costs of capital expenditures.
15. Rules and Regulations. The Trustees may from time to time adopt, amend and rescind administrative rules and regulations governing the operation of the Common Areas and Facilities, and such restrictions on and requirements respecting the use of the Common Areas and Facilities as are consistent with the Master Deed and are designed to prevent unreasonable interference with use by the Unit Owners of Units and of the Common Areas and Facilities. Initial Rules and Regulations are attached hereto as Attachment A.
16. Notice of Owner's Improvements. 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 (\$1,000.00) within twenty (20) days after the commencement of construction of such improvements and upon receipt of such notice, the Trustees shall notify the insurer, if necessary, under any policy obtained pursuant to the terms of this Trust hereof of any such improvements.
17. Insurance a Common Expense. The cost of the insurance purchased by the Trustees as a requirement of this Trust shall be a common expense assessable and payable as provided for herein.
18. Rights and Obligations of Third Parties Dealing with the Trustees. Reliance on Identity of Trustees. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear on 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 or actual, otherwise than by a certificate thereof, and such record or certificates 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 moneys or

things paid or delivered to them or him shall be effectual discharges therefrom to the persons paying or delivering the same and no person from whom the Trustees, or any one or more of them, shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was Trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees, 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 for the same matters therein recited relating to such discharge, resignation, removal or appointment or the occasion thereof.

19. Personal Liability Excluded. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable 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 of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable thereof; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under the provisions of this Trust or under provisions of G. L. c. 183A.
20. 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.
21. 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 in 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 said Registry of Deeds. Any certificate signed by both Trustees in office at the time (only one 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 Trustees, acting in reliance thereon. Any certificate executed by any Trustee hereunder, or by both of the Trustees hereunder, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustee or majority, as the case may be, shall, as to all persons acting in good faith in reliance thereon be conclusive evidence of the truth of the statements made in such certificate, 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.

22. Common Expenses in Event of Unit Mortgage Foreclosure. Any first mortgagee, in the event of foreclosure of its mortgage, shall take such Unit free of any claims for unpaid common expenses or assessments against such Unit to the extent provided by law.
23. Common Expense Certificates. Any certificate setting forth the amount of unpaid common expenses assessed against any Unit Owner as provided by G. L. c. 183A, § 6(d) shall be conclusive evidence of the facts stated therein if signed by either Trustee then in office.
24. Amendments. Except as expressly set forth herein, the Trustees, with the consent in writing of Unit Owners entitled to not less than one-hundred percent 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 or 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, unless consented to in writing by such Unit Owner; (b) which would render this Trust contrary to or inconsistent with any requirements or provisions of G. L. c. 183A, shall be valid or effective. 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 acknowledgement of deeds by both Trustees, if there be at least two then in office (or one 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 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 titles 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 necessary consent as hereinbefore provided.
25. Consent of Mortgagees to Amendments. Except for administrative matters, this Trust may not be amended without the approval of first mortgagees, of which the Trustees have

received notice. Any such first mortgagee who receives a written request to approve amendments who does not deliver a negative response to the requesting party within thirty (30) days shall be deemed to have approved such request. L

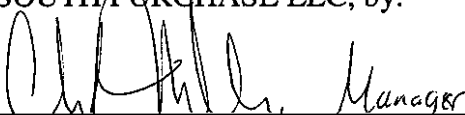
26. Termination. The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of and in accordance with the procedure therefore set forth in G. L. c. 183A, § 19.

27. Disposition of Trust Property Upon Termination. Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of G. L. c. 183A, sell and convert into money the whole of the Trust property, or any part thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them which shall be conclusive, all other property then held by them in Trust hereunder, to the Unit Owners according to their respective beneficial interest stated in this Trust. In making any sale under this section, the Trustees shall have the 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 be their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of Trust property may have passed.

28. Construction and Interpretation. 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 contest. 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 G. L. c. 183A shall have the same meaning here.

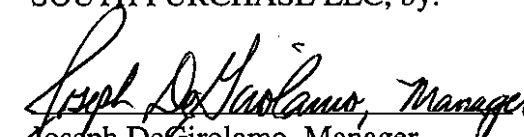
In witness whereof, the undersigned hereby declare this Trust and its execution of this Trust constitutes their acceptance of appointment as Trustee, this day, March 24, 2015.

SOUTH PURCHASE LLC, by:



Christopher Marcheselli, Manager

SOUTH PURCHASE LLC, by:

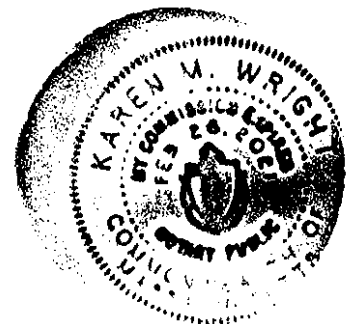


Joseph DeGirolamo, Manager

N O Commonwealth of Massachusetts
Bristol, ss AN AN March 24, 2015

OFFICIAL OFFICIAL
On this date, March 24, 2015, before me, the undersigned notary public, personally appeared Christopher Marcheselli and Joseph DeGirolamo, being personally known to me, they acknowledged to me that they signed the foregoing instrument voluntarily for its stated purpose.

Karen M. Wright
Karen M. Wright, Notary Public
My Commission Expires: 2/26/21



incur such liabilities, obligations and expenses and pay from principal or income the income from the Trust property such sums as they shall deem reasonably necessary for the furtherance of Trust purposes;

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;

vote in such manner as they shall think fit any or all shares in any corporation of Trust that shall be held as Trust property;

deposit any of the funds of the Trust in any bank or Trust company and delegate to any one of them the power to deposit or withdraw funds;

maintain such offices as they shall deem necessary or proper to engage in business in Massachusetts;

employ such agents or hire such independent contractors as shall be necessary to carry out the purpose of the Trust;

improve any property owned by the Trust;

manage, maintain, repair, restore and improve Common Areas and Facilities, and when they shall deem necessary, the Units;

determine the common expenses from the Unit Owners;

adopt and amend rules and regulations covering the details of the operation and use of the Common Areas and Facilities;

obtain insurance covering the Condominiums including the Common Areas and Facilities and the Units;

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 Fifty Dollars (\$50.00) for any one violation, but for each day a violation continues after notice it shall be considered a separate violation;

generally, in all matters not herein otherwise specified, control and do each and every thing suitable, convenient or proper for the accomplishment of the purposes of the Trust or incidental thereto.

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, interior finish walls, ceilings, floors, windows, interior window trim doors, plumbing and sanitary waste fixtures, electrical outlets and wires, pipes, drains and conduits for water, sewerage, electrical power and light, telephone and all other utility services. If the Trustees shall at any time in their reasonable judgment determine that the interior of any Unit is in such need of maintenance or repair that the market value of one or both Units is being substantially and adversely affected or that the condition of a Unit is hazardous to any other Unit or to the occupants thereof, the Trustees shall in writing request the Unit Owner to perform the needed maintenance or repair or replacement or to correct the

condition, and in case such work shall not have been commenced within fifteen (15) days (or such shorter period and an emergency may dictate) the Trustees shall have the authority to have such work performed and to so charge the Unit Owner for the cost of such work. The reasonable cost of the work shall, until paid by the Unit Owner, constitute a lien upon such Unit.

3. Maintenance, Repair and Replacement of the Common Areas and Facilities. The Trustees shall be responsible for the maintenance, repair and replacement of the Common Areas and Facilities and any Trustee may approve payment for such work. The expenses for such maintenance shall be assessed to the Unit Owners as common expenses of the Condominium.
4. Common Expense Funds. The Unit Owners shall be liable for common expenses and, subject to the Trustees' judgment as to reserve and contingent liability funds, shall be entitled to surplus accumulations (common profits), if any, of the Condominium in proportion to their beneficial interest in the Trust. The Trustees may from time to time 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 and contingent liabilities, and may use the funds so set aside for reduction of indebtedness or for other lawful capital purpose, or for repair, rebuilding or restoration of the Trust property or for improvements thereto; and the funds so set aside shall not be considered as common profits available for distribution. Working capital shall be at all times maintained in a segregated account for that purpose and not be considered as advance payments or regular assessments.
5. Capital Fund. At any special meeting of the Unit Owners, the Trustees may establish a Capital Fund upon the approval of One hundred percent (100%) of the Unit Owners. These funds shall be held and managed by the Trustees and used to pay for or defray the costs of capital expenditures.
6. Estimates of Common Expenses and Assessments. At least thirty days prior to the commencement of the fiscal year (as determined herein), 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 undistributed accumulations from prior years shall determine the assessment to be made for the next fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective assessments, according to their Beneficial Interest in the Common Areas and Facilities. The amount assessed shall be due within thirty days after the same are rendered. In the event that the annual assessment is not made as above required, the assessment shall be presumed to have been made in the accordance with the last prior assessment. In the event that the Trustees shall determine that the assessment made is less than the common expenses actually incurred, the Trustees shall make a supplemental assessment or assessments and render statements therefore. The Trustees shall in their discretion provide for payments of statements in monthly or other installments. The amount of each such statement shall be a personal liability of each Unit Owner (jointly and severally among the owners of each Unit) and, if not paid when due shall carry a reasonable late charge in such amount as the Trustees shall determine. The assessment together with any such late amount or charge and attorney's fees as hereinafter provided, shall constitute a lien on the Unit pursuant to the provisions of G. L. c. 183A, § 6. Each

Unit Owner, by the acceptance of a Unit Deed, agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by the Trustees in the collection of said assessments for common expenses and enforcement of said lien.

7. Application of Common Funds. The Trustees shall expend common funds for the purposes permitted by the Trust and by G. L. c. 183A.
8. Notice of Default to Mortgagees. Upon written request addressed to the Trustees by a first mortgagee of any Unit, the Trustee shall notify the 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.
9. Rebuilding/ Restoration. Determination of Scope of Loss. In the event of any casualty loss to the Trust property, the Trustees shall determine in their reasonable discretion whether or not the 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 of such value, the Trustees shall proceed with the necessary repairs, rebuilding or restoration as provided in G. L. c. 183A, § 17, ¶ (a). If such loss as so determined exceeds ten percent (10%) of such value, the Trustees shall forthwith submit to all Unit Owners a form of agreement among the Unit Owners authorizing the Trustees to proceed with the necessary repair, rebuilding or restoration together with a copy of the provisions of said § 17. The Trustees shall thereafter proceed in accordance with the statute.
10. Submission to Unit Owners of Proposed Improvements. If and whenever the Trustees shall propose to make any improvements to the Common Areas and Facilities of the Condominium, or shall be requested in writing by the Unit Owners holding one hundred percent (100%) of the Beneficial Interest in this Trust to make any such improvements shall submit to all Unit Owners a form of agreement specifying the improvements proposed to be made and the estimated cost thereof and authorizing the Trustees to proceed to make the same together with a copy of G. L. c. 183A, § 18. The Trustees shall proceed to make the improvements specified in such agreement in accordance with G. L. c. 183A, § 18, and shall charge the cost of improvements to all Unit Owners.
11. Arbitration of Disputes. In the event that any Unit Owner shall dissent from any determination of the Trustees with respect to any action of the Trustees under this Trust and such dispute cannot be resolved within a reasonable period of time, then the matter in dispute shall be submitted to binding arbitration for resolution. If the disputing entities cannot agree on an arbitrator, then the matter shall be submitted to a single arbitrator with the American Arbitration Association in Boston for binding resolution. The costs of the arbitration shall be shared equally by all parties to the dispute.
12. Rules and Regulations. The Trustees may from time to time adopt, amend and rescind administrative rules and regulations governing the operation of the Common Areas and Facilities, and such restrictions on and requirements respecting the use of the Common Areas and Facilities as are consistent with the Master Deed and are designed to prevent unreasonable interference with use by the Unit Owners of Units and of the Common Areas and Facilities. Initial Rules and Regulations are attached hereto as Attachment A.

13. Managing Agent. ~~The Trustees may at their discretion appoint a managing agent to administer the management and operation of the Condominium, provided that the management contract for any such agent states that it may be terminated without cause on thirty (30) days written notice and such contract shall not exceed three (3) years in length. This shall not affect the right of the Initial Board to act as managing agent until such time as their terms in office expire.~~
14. Insurance. The Trustees shall obtain and maintain to the extent available at reasonable cost, master policies of casualty and physical damage insurance for the benefit and protection of the Trustees, and all of the Unit Owners with loss proceeds payable to the Trustees hereunder collectively for the Condominium and their respective mortgagees as their interests may appear pursuant to such condominium form of insurance as may from time to time be customarily in use in Massachusetts, such insurance to cover the buildings and all other insurable improvements forming the Common Areas and Facilities. Such insurance shall insofar as practicable, be maintained in an amount not less than one hundred percent (100%) of the replacement value of the insured property for insurance purposes as determined by the Trustees and shall insure against loss or damage by fire and other hazards covered by standard extended coverage endorsement, and such other hazards or risks as the Trustees shall in their discretion deem appropriate.
15. Terms of Policies. All policies of casualty or physical damage shall, insofar as practicable, provide (a) that such policies may not be canceled, terminated or substantially modified as to amount of coverage or risks covered without at least thirty (30) days written notice to the insured including all mortgagees of record of Units; (b) provide for waiver of subrogation as to any claims (except claims involving arson or fraud) against the Trust, the Trustees, the manager, if any, agents, employees, the Unit Owners and their respective employees or agents, and guests; (c) for waivers of any defense based upon the conduct of any insured; (d) in substance and effect that the insurer shall not be entitled to contribution as against any casualty or property insurance which may be purchased separately by Unit Owners; and (e) that such insurance shall be prejudiced by any act or neglect of any owners or occupants of the Units when such act or neglect is not within the control of the Trustees or Owners collectively or by failure of the Trustees or Owners collectively to comply with any warranty or condition with regard to any portion of the premises over which the Trustees or Owners collectively have no control.
16. Proceeds of Casualty Loss Insurance, Collection and Use Thereof. The Trustees hereunder shall collect and receive all casualty loss insurance proceeds, and shall hold, use, apply and disburse the same in accordance with applicable provisions of this Trust and the General Laws. With respect to losses covered by such insurance which affect portions or elements of a Unit, or of one or more than one Unit to substantially the same or different extents, the proceeds relating thereto shall be used, applied and disbursed by the Trustees in a fair and equitable manner. If as a result of any casualty loss, the cost of restoring the Common Elements is estimated by the Trustees to exceed the sum of One Hundred Thousand dollars, the Trustees shall give written notice of such loss to all Mortgagees of record; and in addition if the cost of restoration of any Unit is estimated by the Trustees to exceed Twenty-five Thousand Dollars (\$25,000.00) then the Trustees shall give written notice of such loss to the Mortgagees of record on that Unit.

17. Owner's Insurance and Increase in Premiums of Master Policy. Each Unit Owner may obtain additional insurance for his own benefit at his own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Trustees pursuant to this Trust as set out herein, 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 this Section as if produced by such coverage. Copies of all such policies, (except policies covering only personal property of the individual Unit Owners) shall be filed with the Trustees.
18. Other Insurance Policies. The Trustees shall also obtain and maintain to extent available, master policies of insurance with respect to the Common Areas and Facilities for the benefit of the Trustees and all of the Unit Owners. All such insurance shall be in such amounts and forms as the Trustees shall in their discretion deem appropriate, and shall insofar as practicable, contain the provisions as above set forth with respect to non-cancellation, waiver of subrogation, waiver of defense based on conduct of any insured, and non-contribution.
19. Notice of Owner's Improvements. 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 (\$1,000.00) within twenty (20) days after the commencement of construction of such improvements and upon receipt of such notice, the Trustees shall notify the insurer, if necessary, under any policy obtained pursuant to the terms of this Trust hereof of any such improvements. No Unit Owner shall make any addition, alteration, or improvement in his or to his Unit except in compliance with the Town of Plainville Zoning By-Laws and other applicable and municipal law.
20. Condemnation, Eminent Domain. If any public or quasi-public authority initiates a proceeding to take any portion of the Condominium under the power of eminent domain, the Trustees shall notify all Unit Owners and all Mortgagees of record promptly after the commencement of such proceeding. If more than ten percent (10%) in value of the Condominium is taken under the power of eminent domain, the taking shall be treated as a "casualty loss", and the provisions of G. L. c. 183A, §17 shall apply. Where one or more Units have been substantially altered or rendered uninhabitable as a result of a partial taking, and the Unit Owners vote to restore and continue the Condominium pursuant to the provisions of G. L. c. 183A, §17, the Trustees shall have the authority to acquire the remaining portions of such Units, for such prices as the Trustees shall determine, provided that any Unit Owner of such remaining portion who does not agree with such determination may apply to the Superior Court on such notice to the Trustees as the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court. Where as a result of a partial taking any Unit is decreased or where the number of Units is decreased by a partial taking, then the Trustees may make such provisions for realignment of the Beneficial Interest as shall be just and equitable. In the event of total or partial taking under the powers of eminent domain, the Unit Owners shall be represented by the Trust acting through the Trustees. In the event of a partial taking, the award shall be allocated to the respective Unit Owners, according to their respective Beneficial Interests, except as to

such portion or portions of the award which are attributable to direct or consequential damages suffered by particular Units, which shall be payable to the Unit Owners of such Units or their mortgagees, as their interest may appear. In the case of a total taking of all Units and the Common Areas, the entire award shall be payable to the Trustees to be distributed to the Unit Owners in accordance with their respective Beneficial Interests or their mortgagees, as their interests may appear.

21. Mortgagee Provisions. Any first mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such first mortgagee. The Unit Owners and the Trustees shall not take the following actions unless the first mortgagees with respect to all of the Units have given their prior written consent: (a) seek to abandon or terminate the Condominium, except in the event of substantial destruction by fire or other casualty or by eminent domain proceedings; (b) change the pro rate share of ownership of any Unit in the common areas and facilities; (c) partition or subdivide any Unit; (d) abandon, partition, subdivide, encumber, sell or transfer the common areas or facilities except for the granting of easements consistent with the intended use of the common areas. No provision herein shall be deemed to give a Unit Owner, or any other party, priority over any rights of the holder of the first mortgage (if any) on such Unit Owner's Unit pursuant to such mortgage in the case of distribution to such Unit Owner of condemnation awards for taking of Units and/or Common Areas. Mortgagees of Units will be entitled to priority with respect to any awards distributed to their mortgagors. A first mortgagee upon written request made to the Condominium Trustees shall be entitled to: (a) written notification from the Trustees of any default by its Borrower under these By-Laws or the provisions of the Condominium Master Deed which is not cured within sixty (60) days; (b) inspect all books and records of the Trustees at all reasonable times; (c) receive an audited financial statement of the Condominium within ninety (90) days following the end of any fiscal year; (d) receive written notice of all meetings of the Trustees and be permitted to designate a representative to attend all such meetings; and (e) receive prompt written notification from the Trustees of any damage by fire or other casualty to the unit upon which there is a first mortgage or any proposed taking by condemnation or eminent domain of said Unit or the common areas and facilities. The Declarant intends that the provisions of this paragraph shall comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.
22. 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 any officers they deem expedient. Other meetings may be called by any Trustee in such 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 days before such meeting to each Trustee. All Trustees then in office shall be needed to constitute a quorum at all meetings. Such meetings shall be conducted in accordance with such rules as the Trustees may adopt.
23. Meeting of Unit Owners. There shall be an annual meeting of the Unit Owners on the second Tuesday in January in each year at 7:00 P.M. at such reasonable place as maybe

designated by the Trustees by written notice and given by the Trustees to the Unit Owners at least seven 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 all Unit Owners. 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 days prior to the date so designated.

24. Notice of Certain Matters; Quorum; Majority Vote. Whenever at any meeting the Trustees propose to submit to 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. Both Unit Owners shall be needed to constitute a quorum at all meetings. Any action voted at a meeting shall require the vote of One hundred percent (100%) of the Beneficial Interest in the Trust, except where the other provisions of this Trust or G. L. c. 183A require a different percentage.
25. Notice to Unit Owners. Every notice to any Unit Owner required under the provisions of this Trust 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 in writing addressed to the Owner of such Unit last appearing on the Trustees' records, postage prepaid, to such person at his address last appearing on the Trustees' records if other than the Unit or else mailed or delivered to the Unit at least seven days prior to the date fixed for the happening of the matter, thing or event of which such notice is given. The Owner or Owners of such Unit shall have the responsibility of providing the Trustees with the correct name of the present Owners of the Unit and any address other than the Unit to which they desire notice to be mailed as to which matters the Trustees shall have no duty of inquiring beyond their records.
26. Inspection of Books; Reports to Unit Owners. Books, accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees and the Unit Owners and the 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 Trustee 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 month of the date of his or her receipt of the report shall be deemed to have assented thereto.
27. Checks, Notes, Drafts, and Other Instruments. Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any two Trustees (or by one Trustee if there is only one), or by only one Trustee if the Trustees so authorize in writing, or by any person or persons to whom such power may at any time or from time to time have been delegated in writing by both Trustees.

28. Fiscal Year. The fiscal year of the Trust shall be at the year ending with the last day of December or such other date as may from time to time be determined by the Trustees.
29. Use of Units. The Units shall be used for single family, residential uses as defined in and subject to the provisions of the Master Deed for 84-89 South Street Condominium. No noxious or unlawful activity shall be carried on in any Unit or in the common areas nor shall anything be done therein either wantonly or negligently which may be unreasonably annoying to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by himself, his family, guests, agents, servants, employees, licensees, tenants or pets, nor do or permit anything by such persons or pets that will unreasonably interfere with the rights, comforts or conveniences of other Unit Owners. No Unit Owner shall permit or suffer the keeping at any time of any flammable, combustible or explosive materials on the property of the condominium or in his Unit or common area except for such materials as are customary for uses in residential condominium units.
30. Use of Common Areas. The common areas and facilities shall be used only for the furnishing of the services for which they are reasonably suited and which are incidental to the use and occupancy of Units. No improper or unlawful use shall be made of the property or any part thereof, relating to any portion of the property. Unit Owners shall not place any impeding objects in any of the common areas. No landscaping or trees shall be removed or cut, except with the approval of the Trustees of the Condominium Trust.
31. Hiring of Professionals. The Trustees may, but need not, engage the services of attorneys, accountants, appraisers, architects, engineers and other professionals in connection with their duties as Trustees, upon the payment of such fees and upon such other terms and conditions as the Trustees shall decide, and such fees and other expenses in connection with such employment shall be Common Charges of the condominium. The Trustees, in the absence of fraud, shall be protected in reasonably relying upon the opinion of such professionals.
32. Utilities. Electricity, gas, water, sewer, cable, telephone and other utilities shall be supplied to the Units by public or private companies serving the area, through separate meters for each Unit. Each Unit shall be required to pay all bills and assessments for such utilities assessed to his Unit.
33. Violations by Unit Owners. The violation of any rule or regulation adopted by the Trustees, or the breach of any of these By-Laws or the breach of any provision of the Master Deed or of this Trust or of the offending Unit Owner's Unit Deed, shall give the Trustees the right, in addition to other rights set forth in these By-Laws or by operation of law, to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity (or both) the continuance of any such breach. In addition to the foregoing, the Trustees shall have the power to levy fines against Unit Owners for such violations. No fine may be levied for more than fifty dollars (\$50.00) for any one violation, but for each day a violation continues after notice it shall be considered a separate violation. Collections of fines may be enforced by the Trustees or managing agent as if the fines were common charges owed by the particular Unit Owner. In the case of persistent violations by a Unit Owner, the Trustees shall have the power, after notice and a hearing,

to require such Unit Owner to post a bond to secure adherence to said rules and regulations, By-Laws, Master Deed, this Trust or said Unit Deed.

34. No Alterations. Except as reserved to the Declarant during construction, neither the exterior of any Unit nor the Common Areas shall be altered, constructed, removed, decorated or painted in any manner except with the written permission of the Trustees. Any Unit Owner is free to decorate the interior of his Unit in any manner as he sees fit without requiring the consent of Trustees.
35. Safety. Each Unit Owner assumes complete responsibility for the safety of himself, his family, guests, agents, servants, employees, licensees, and tenants while such persons are in his Unit, or on the common areas and facilities of the Condominium.
36. Sale of Units. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument, purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.
37. Payment of Assessments. No Unit Owner shall convey, mortgage, pledge, hypothecate, sell, or lease his Unit unless he shall have paid in full to the Trustees all unpaid Common Charges, theretofore assessed by the Trustees against his Unit and until he shall have satisfied all unpaid liens against such Unit. This paragraph shall not apply to any first mortgagee of any Unit except as may be required of a mortgagee by M.G.L. c. 183A Section 6(c).
38. Non-Discrimination. Notwithstanding anything to the contrary herein, no part of this Trust or By-Laws or the rules and regulations now or hereafter adopted or promulgated shall ever be deemed to prevent, restrict, discourage, or hinder, in fact, in any manner whatsoever the alienation, conveyance, mortgage, purchase, sale, rental, lease, license, use or occupancy of Units or any negotiations in connection therewith because of race, religion, creed, color, national origin, sex, age, ancestry, sexual orientation, marital status, handicap, status as a veteran, or ethnic group, all as prohibited by federal, state, and local law.

In witness whereof, the undersigned hereby declare this Trust and its execution of this Trust constitutes their acceptance of appointment as Trustee, this day March 24, 2015.

O F F I C I A L
C O P Y

O F F I C I A L
C O P Y

SOUTH PURCHASE LLC, by:

Christopher Marcheselli, Manager
Christopher Marcheselli, Manager

SOUTH PURCHASE LLC, by:

Joseph DeGirolamo, Manager
Joseph DeGirolamo, Manager

Commonwealth of Massachusetts

Bristol, ss

March 24, 2015

On this date, March 24, 2015, before me, the undersigned notary public, personally appeared Christopher Marcheselli and Joseph DeGirolamo, being personally known to me, they acknowledged to me that they signed the foregoing instrument voluntarily for its stated purpose.

Karen M. Wright
Karen M. Wright, Notary Public
My Commission Expires: 2/26/21



