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JOHN R.BUCKLEY, JR.
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BOXBERRY SQUARE CONDOMINIUM TRUST

THIS DECLARATION OF TRUST made this 2nd day of MAY 2005, at Rockland, in Plymouth County, and Commonwealth of Massachusetts, by Boxberry Development, LLC, a duly organized Massachusetts limited liability company with its principal place of business at 190 Old Derby Street, Suite 301, Hingham, Plymouth County, Massachusetts 02043, acting by and through Frank J. Bridgeman, Member and Stephen S. Gosselin, Member (hereinafter called the "Trustee or Trustees," which term and any pronoun referring thereto shall be deemed to include it or their successors in trust hereunder and to mean the trustee or the trustees for the time being hereunder, whenever the context so permits).

Article I - Name of Trust

The trust hereby created shall be known as the Boxberry Square Condominium Trust, and under that name, so far as is legal, convenient, and practicable, shall all business carried on by the Trustees be conducted and shall all instruments in writing by the Trustees be executed.

Article II - The Trust and Its Purpose

Section 1. Unit Owners' Organization. All of the rights and powers in and with respect to the common areas and facilities of the Boxberry Square Condominium, a Condominium established by a Master Deed of even date and recorded herewith, which are by virtue of the provisions of Chapter 183A of the Massachusetts General Laws ("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 Trustees hereunder shall vest in the Trustees as joint tenants with right of survivorship as Trustees 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 said Condominium (hereinafter called the "Unit Owners"), according to the schedule of beneficial interest set forth in Article IV, Section 1, hereof, and in accordance with the provisions of Chapter 183A, this Trust being the organization of the Unit Owners established pursuant to the provision of Section 10 of Chapter 183A for the purposes therein set forth.

Section 2. Not a Partnership. It is hereby expressly declared that a trust and not a partnership has been created and that the Unit Owners are *cestuis que trusten* 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 Trustees other than of *cestuis que trustent*, with only such rights as are conferred upon them as such cestuis que trustent hereunder and under and pursuant of Chapter 183A of the Massachusetts General Laws.

Return to:
Robert P. Dolbec,Jr., Esquire
Dolbec, McGrath & Bennett
115 Billings Road
Quincy MA 02171-2352

Article III - The Trustees

Section 1. Number of Trustees. Except as expressly provided in the second paragraph of this Section 1, there shall at all times be Trustees consisting of such number, not less than three nor more than seven, as shall be determined, from time to time, by vote of Unit Owners entitled to no less than fifty-one percent (51%) of the beneficial interest hereunder, except that there shall always be an odd number of Trustees.

Provided, however, that, notwithstanding anything to the contrary in this Trust contained, until the "turnover event," as hereinafter defined, the number of Trustees shall be one (1), namely, Boxberry Development, LLC, acting by and through its members, Frank J. Bridgeman and Stephen S. Gosselin, (the "Declarant"). The "turnover event" shall be no later than the earlier of the following events: (a) one hundred and twenty (120) days after seventy-five percent (75%) of the units in the Condominium have been conveyed of record by the Declarant to unit purchasers; or (b) three (3) years from the date of the conveyance of record of the first unit in the Condominium by the Declarant. Upon the occurrence of the "turnover event," the office of the original Trustees (or the successors thereto) shall be deemed vacant so as to permit the vacancies to be filled by the Unit Owners in the manner set forth in Section 3 hereinafter. Until such vacancies have been filled, the original Trustees (or successors thereto) may continue to act as Trustees hereunder.

Notwithstanding anything to the contrary in this Trust contained, during the time the Declarant is entitled to designate Trustees as aforesaid, any vacancy resulting from expiration of term, resignation, removal, or death of a Trustee designated by the Declarant may be filled by an instrument executed by the Declarant and recorded in the Plymouth Registry of Deeds stating the new Trustee's name and business address and that such Trustee is being so designated, and containing the Trustee's acceptance of designation duly acknowledged. The Declarant's rights to designate Trustees under this Section 1 shall enure to the benefit of any successor to the Declarant's interest in the Condominium.

There shall be a board of Trustees hereunder consisting initially of two individuals chosen by Boxberry Development, LLC (the "Declarant"), each to serve for a term which shall expire at the annual meeting of the Unit meeting of Unit Owners in 2008, unless such terms shall expire earlier, as hereinafter provided. The initial two Trustees so chosen are the Trustees named herein: Frank J. Bridgeman, Member and Stephen S. Gosselin, Member of Boxberry Development, LLC. Any vacancy in the office of a Trustee appointed by the Declarant shall be filled by the Declarant.

At the annual meeting of the Unit Owners in 2008: (a) if the Declarant shall then own at least three (3) condominium units, one (1) additional Trustee shall be elected from among the Unit Owners, by majority (in beneficial interest) vote of Unit Owners other than the Declarant (who shall

not be entitled to vote for said (1) additional Trustee at such meeting); or (b) if Declarant shall then own fewer than three (3) condominium units, the term of each Trustee then serving shall expire, and at least three (3) Trustees shall be elected by majority (in beneficial interest) vote of Unit Owners, including the Declarant as an owner of units, if any. If clause (a) of the next preceding sentence shall be applicable, then at the annual meeting of Unit Owners next following the date when the Declarant owns fewer than three (3) condominium units, the term of each Trustee then serving shall expire, and three (3) Trustees shall be elected for a term of three (3) years by majority (in beneficial interest) vote of Unit Owners, including the Declarant as an owner of Units, if any. In any event, regardless of the number of condominium units owned by the Declarant, if the term of the Trustees initially chosen by Seller shall not have expired as aforesaid, the term of such Trustees and of all other Trustees then serving shall expire at the annual meeting of the Unit owners in 2008, and at such meeting at least three (3) Trustees shall be elected for a term of three (3) years, or as staggered as provided in Section 2, by majority (in beneficial interest) vote of Unit Owners, including the Declarant as owner of Units, if any.

Section 2. Term. From and after the "turnover event" as described in Section 1 above, the terms of office of the Trustees shall, except as hereinafter provided, be three years, and such terms shall be staggered so that insofar as possible the terms of one-third of the Trustees shall expire each year; provided that, in order to establish and maintain such staggering of terms, the terms of the persons first appointed as trustees after the "turnover event," shall be one year, two years, and three years, respectively, determined by lot, and thereafter upon any increase or decrease in the number of trustees, the terms of any then newly appointed Trustee or Trustees shall be one year, two years, or three years, determined insofar as necessary by lot, so as to maintain such staggering of terms insofar as possible.

Section 3. Vacancies; Appointment and Acceptance of Trustees. Subject to the rights of the Declarant recited in Section 1 concerning the filling of vacancies during the time the Declarant is entitled to designate Trustees, if and whenever the number of such Trustees shall become fewer than three (3) or fewer than the number of Trustees last determined as aforesaid, a vacancy or vacancies in said office of Trustee shall be deemed to exist. 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 by Unit Owners entitled to not less than fifty-one percent (51%) of the beneficial interest hereunder or, if Unit Owners entitled to such percentage have not within thirty (30) days after the occurrence of any such vacancy made such appointment, 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 Plymouth County Registry of Deeds of such instrument of Appointment or a Certificate of such Appointment signed by a majority of the then remaining Trustees or by the sole remaining Trustee if only one, 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 Trustee or Trustees, without the necessity of any act of transfer or conveyance. If for any reason any 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 of any Unit Owner and after notice to all Unit Owners and Trustees and to such other, if any, parties in interest to whom the court may direct that notice be given. The foregoing provisions of this Section 3 to the contrary notwithstanding, despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining or surviving Trustees shall continue to exercise and discharge all of the powers, discretions, and duties hereby conferred or imposed upon the Trustees.

Section 4. Trustee Action. In any matters relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred, the Trustees may act by a majority vote at any duly called meeting at which a quorum is present, as provided in paragraph A of Section 13 of Article VI: provided, however, that in no event shall a majority consist of fewer than two (2) Trustees hereunder, unless the number of Trustees hereunder shall become fewer than two (2), in which event the then remaining or surviving Trustee, if any, may act with respect to the administration of the Trust hereunder or exercise any of the powers hereby conferred. The Trustees may also act without a meeting by instrument signed by a majority of their number.

Section 5. 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 Plymouth County Registry of Deeds. Subject to the rights of the Declarant recited in Section 1 to designate Trustees of his or her own choice, any Trustee may be removed with or without cause by vote of Unit Owners entitled to not less than fifty-one percent (51%) of the beneficial interest hereunder. The vacancy resulting from such removal shall be filled in the manner provided in Section 3 above. Any removal shall become effective upon the recording with the Plymouth County Registry of Deeds of a Certificate of Removal signed by Unit Owners entitled to not less than fifty-one percent (51%) of the beneficial interest hereunder. By instrument recorded with the Plymouth County Registry of Deeds, the Declarant may remove, with or without cause, any Trustee which the Declarant is entitled to designate and to appoint a successor Trustee as provided in the second paragraph of Section 1 above.

Section 6. Bond or Surety. No trustee named or appointed as hereinbefore provided, whether as original Trustee or as successor to or as substitute for another, shall be obliged to give any bond or surety or other security for the performance of any of his duties hereunder, provided, however, that Unit Owners entitled to not less than fifty-one percent (51%) of the beneficial interest hereunder may at any time by instrument in writing signed by them and delivered to the Trustee or Trustees affected require that any one or more of the Trustees shall give bond in such amount, and with such sureties, as shall be specified in such instrument. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

Section 7. Compensation of Trustees. No Trustee shall receive remuneration for his services prior to the turnover event, or thereafter unless so provided by a vote of the Unit Owners holding not less than fifty-one percent (51%) of the beneficial interests hereunder and any remuneration so provided shall be from time to time fixed by said Unit Owners, and shall be a

common expense of the Condominium. With the approval of a majority of the Trustees, each Trustee may receive such additional reasonable remuneration for extraordinary or unusual services, legal or otherwise, rendered by him in connection with the trusts 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. In all events, the Trustees shall be reimbursed for all out-of-pocket expenses incurred for the benefit of the condominium, and such reimbursement of expenses shall be a common expense of the condominium.

Section 8. No Personal Liability. No Trustee named or appointed, as hereinbefore provided, shall under any circumstances or in any event be held liable or accountable out of his personal assets or be deprived of compensation by reason of any action taken, suffered or omitted in good faith, or be so liable or accountable for more money or other property than he or she actually receives, or for allowing one or more of the other Trustees to have possession of the Trust books or property, or be so liable, accountable, or deprived by reason of honest errors of judgment or mistakes of fact or law, or by reason of anything except his or her own personal and willful malfeasance and defaults.

Section 9. Trustees May Deal with Condominium. No Trustees shall be disqualified by his or her office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly because of his or her interest individually or the Trustees' interest or any Unit Owner's interest in any corporation, firm, trust, or other organization connected with such contracting or dealing, or because of any other reason), as vendor, purchaser, or otherwise, nor shall any such dealing, contract, or arrangement entered into in respect of this Trust in which any Trustee shall be in any way interested be avoided, nor shall any Trustee so dealing or contracting or begin so interested be liable to account for any profit related by any such dealing, contract, or arrangement by reason of such Trustee's holding office or of the fiduciary relation hereby established; provided the Trustee shall act in good faith and shall disclose the nature of his or her interest before the dealing, contract or arrangement is entered into.

Section 10. 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. Each Unit Owner shall be personally liable for all sums lawfully assessed for his or her share of the common expenses of the Condominium and for his or her proportionate share of any claims involving the Trust Property in excess thereof, all as provided in Section 6 and 13 of said Chapter 183A. Nothing in this Section contained shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument.

ARTICLE IV - Beneficiaries and the Beneficial Interest in the Trust

Section 1. Beneficial Interest. The beneficiaries of this Trust shall be the Unit Owners of Boxberry Square Condominium as they appear of record in the Plymouth Registry of Deeds from time to time. The beneficial interest in this Trust shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the units of the Condominium as stated in the Master Deed of the Condominium as it may be amended from time to time.

Section 2. Each Unit to Vote 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 or 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 cotes, 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 the receipt by the Trustees and may be changed at any time, 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.

ARTICLE V - By-laws

The provisions of this Article V shall constitute 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 are intended to be submitted to the provisions of Chapter 183A. The provisions of these By-laws shall automatically become applicable to property which may be added to the Condominium upon the recording of an amendment to the Master Deed submitting such additional property to the provisions of Chapter 183A.

All present and future Unit 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 this Trust and these By-laws, the Master Deed, the rules and regulations and all covenants, restrictions, conditions, easements, reservations and declarations of record ("Title Conditions"). The acceptance of a unit deed or conveyance or the entering into of a lease or the act of occupancy of a unit shall constitute an agreement that this Trust, these By-laws, 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.

Section 1. Powers, Duties and Functions of Trustees. The Trustees shall have all of the powers, duties, and functions requisite for the administration and the affairs of the Condominium, and may do and perform in relations thereto all such acts and things except such as, by virtue of the

provisions of said Chapter 183A, the Master Deed of said Condominium or these By-laws, may not be delegated by the Unit Owners to the Trustees. The powers, function and duties of the Trustees shall include, but shall not be limited to, the following:

(a) operation, maintenance, cleaning and care of the common areas and facilities;

(b) determination of the common expenses required for the affairs of the Condominium, including without limitations, the operation and maintenance of the Property, and preparation of budgets therefor;

(c) assessment and collection of the common charges from the Unit Owners;

(d) employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the common areas and facilities;

(e) promulgation of rules and regulations relating to the use and operation of the Property;

(f) opening of bank accounts on behalf of the association and designation of the signatories required therefor;

(g) leasing, managing, and otherwise dealing with such community facilities as are provided for in the Master Deed of the Condominium as being common areas and facilities;

(h) owning, conveying, encumbering, leasing, and otherwise dealing with units of the Condominium acquired by the Trustees pursuant to provisions of said Chapter 183A, said Master Deed or these By-laws;

(i) obtaining of insurance for the Property pursuant to the provisions of Article VI, Section 7, hereof

(j) making of repairs, additions, and improvements to, or alteration of, the Property and repairs to and restoration of the Property pursuant to and in accordance with the provisions of Chapter 183A, said Master Deed or these by-laws;

(k) management of the finances of the association including allocation of income and expenses;

(l) enforcement of obligations of Unit Owners pursuant to and in accordance with provisions of said Chapter 183A, said Master Deed and these By-laws, including power to assess and levy reasonable fines or charges against Unit Owners for violations of duly promulgated rules and regulations.

(m) allocation of use of parking spaces and other portions of the common areas and facilities and, if permitted by said Master Deed and these By-laws, the collection of special charges therefor which shall be common funds of the Condominium;

(n) making arranges for the furnishing of utility services to the Property, including the granting of licenses and easements required in connection therewith; and

(o) all such other powers, functions, and duties as a reasonable required by or implicit in the foregoing, including, but not limited to, the following:

(i) to retain the Trust Funds and Property (which term as herein used shall insofar as apt be deemed to include the common areas and facilities of the Condominium), or any part or parts thereof, in the same form or forms of investment in which received or acquired by them so far and so long as they shall think fit, without liability for any loss resulting therefrom;

(ii) to sell, assign, convey, transfer, exchange, and otherwise deal with or dispose of the Property, but not the whole thereof, free and discharged of any and all trust, 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 Property sold or transferred by them and execute and delivery any deed or other instrument in connection wit the the foregoing;

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

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

(vi) to invest and reinvest the Trust funds, 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 deem proper, and without liability for loss even though such property or such investments shall be of character or in an amount not customarily considered property for the investment of trust funds or which does or may not produce income;

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

(viii) to 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) to 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;

(x) to maintain such offices and other places of business as they shall deem necessary or property and engage in business in Massachusetts or elsewhere;

(xi) to employ, appoint, and remove such agents, managers, officers, brokers, engineers, architects, employees, servants, assistants, and counsel (which counsel may be a firm of which one or more of the Trustee are members) as they shall deem property 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 their compensation, and the Trustees shall not be answerable for the acts defaults of any such person. The Trustees may delegate to any such agent, manager, officer, board, broker, engineer, architect, employee, servants, 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 change, 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 engage and employ a Managing Agent or Manager for the Condominium to perform such duties and functions as the Trustees shall specify and authorize, and the Trustees may delegate to such Managing Agent or Manager all of the powers of the Trustees excepting such as may not, by virtue if of provisions of said Master Deed or these By-laws, be so delegated. The compensation of such Managing Agent or Manager shall be established by the Trustees in their reasonable discretion and shall be a common expense of the Condominium;

(xii) 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, and manage and dispose of the Trust property as if the Trustees were the absolute owners therefor and to do any and all acts, including the execution of any such instruments, which by their performance thereof shall be shown to be in their judgment for the best interests of the Unit Owners.

Section 2, Maintenance and Repair of Units. The Unit Owners shall be individually responsible for the property maintenance and repair of their respective units, whether structural or nonstructural, ordinary or extraordinary, except as otherwise specifically provided herein or in the Master Deed, including, without limitation, the maintenance, repair and replacement of the rear balcony (except the painting or staining of same), the maintenance, repair and replacement of patio areas, if any, to the rear of each unit (except the wood parapet and the shrubbery located thereon) and the maintenance, repair, and replacement of interior finish walls, ceilings, and floors; windows, glass, and interior window trims; doors, door frames, and interior trim; heating, ventilation, and air condition equipment serving such unit; the sump pump in the basement of the unit and plumbing and sanitary waste fixtures and fixtures for water and other utilities; electrical fixtures and outlets; and all wires, pipes, drains, and conduits of water, sewerage, electric power, and light, telephone, and any other utility services that are contained in and exclusively service each unit or are contained in an exclusive serve each unit. If the Trustees shall at any time in their reasonable judgment determine that the interior of any unit, including without limitation, mains and pipes for water and sewerage (septic) and electrical conduits, are in such need of maintenance or repair that the market value of one or more other units is being adversely affected or that the condition of a unit or fixtures, furnishings, facilities, or equipment therein is hazardous to any unit or the occupancy thereof, 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 such Unit Owner and to enter upon and have access to such unit for the purpose, The cost of such work shall constitute a lien upon such unit and the Unit Owner shall be personally liable therefor and such lien shall have the same priority as a lien under Section 2 of Article VI hereof.

Section 3. Maintenance, Repair and Replacement of Common Areas and Facilities. The Trustees shall be responsible for the property maintenance, repair and replacement of the common areas and facilities of the Condominium, including the maintenance, repair and operation of recreational facilities and the maintenance and repair of the exterior portions of the units (including the painting or staining of the exteriors of the units and of the balconies immediately adjacent thereto) and the parking spaces exclusively assigned to Unit Owners and the maintenance, repair, and replacement of the wood parapets and shrubbery located in the patio areas adjacent to each unit, except as otherwise provided herein or in the master Deed. The cost 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 Article VI, Sections 1 and 2, hereof, except to the extent that the same are necessitated by the negligence, misuse, abuse, or neglect of a Unit Owners, his or her agents, or invitees, in which event such expense shall be charged to such Unit Owner individually and the Unit Owner shall be personally liable therefor. The aforesaid work of maintenance, repair, and replacement of the common areas and facilities may de done through a Managing Agent , and any two Trustees or the Managing Agent or any others who may be so designated by the Trustees may approve payment of vouchers for such work.

Section 4. Architectural Review.

(A) No improvements, additions, alteration, or other work that in any way alters the exterior appearance or structure of any unit from its natural or improved state existing on the date such unit was first conveyed in fee by the Declarant, shall be made or done without the prior written approval of the Trustees.

(B) Any unit Owner or Owners, except the Declarant and its designated agents, proposing to make any improvements that, under the preceding paragraph, require the prior written approval of the Trustees shall apply for approval by delivering to the Trustees a written application describing in detail the nature of the proposed improvement, together with such additional documents as the Trustees may reasonably require, including plans, drawings and specifications.

(a) The Trustees shall, after consideration of the items set forth above and such other matters as it deems necessary, grant the requested approval if the Trustees determine that:

(1) The proposed improvement is reasonably compatible with the standards of the Condominium as to quality of workmanship and materials, as to harmony of external design with existing structures and as to location with respect to topography and finished grade elevation; and

(2) the proposed improvement complies with all applicable building, health sanitary, zoning and other land-use and municipal ordinances.

(b) All approvals given under the foregoing paragraph shall be in writing, *provided, however*, that any such application for approval that has not been acted upon within sixty (60) days from the date of delivery thereof to the Trustees or to the Chairman

or Secretary of the Board of Trustees shall be conclusive evidence of approval. One set of plans as finally approved shall be retained by the Trustees as a permanent record.

(c) Upon receipt of approval from the Trustees or upon the elapse of sixty (60) days without action as provided in paragraph (b) of this Section, the Unit Owner shall, as soon as practicable, commence and diligently proceed with the construction, refinishing, alterations, and excavations so approved in strict compliance with all applicable laws, rules, regulations, and ordinance as aforesaid.

(d) In the event that the construction ,reconstructions, refinishing, or alteration of any improvements is not completed within a reasonable time, or having been completed does not comply with the approval therefor given by the Trustees, the remedy and authority of the Trustees shall be as set forth hereinbelow.

(C) Any improvement, addition, alteration or other work done by a Unit Owner in violation of any of the provisions of this Section 4 shall be removed forthwith upon direction of the Trustees and the premises restored to their original condition, all at the cost of the Unit Owner. In the event that the Unit Owner refuses or neglects to perform in accordance with the direction of the Trustee, the Trustees shall have the authority to enter upon the Unit Owner's premises and accomplish the restoration and the cost thereof shall be charged to the Unit Owner and shall become a lien upon his or her unit enforceable in accordance with these By-laws.

Article VI - Operation of the Property

Section 1. Common Expenses, Profits and Funds. The Unit Owners shall be liable for common expenses and entitled to common profits of the Condominium in proportion to their respective percentages of beneficial interest as set forth in Article IV hereof. The Trustees shall, to such extent as they deem advisable, set aside common funds of the Condominium as reserve or contingent funds, and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose or, subject to provisions of the following Section 8, for repair, rebuilding, or restoration of the Trust property or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.

Section 2. Estimate of Common Expenses and Assessments. At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the Board of Trustees shall estimate the common expenses expected to be incurred during such fiscal year, together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of which assessment, according to their percentages of interest in the common areas and facilities and such statements shall, unless otherwise provided herein, be due and payable within thirty (30) days after the same are rendered. In the event that an annual assessment is not made as above required, and until an annual assessment is in fact made, an assessment shall be presumed to have been made in the amount of the last prior annual assessment. In the event that the Board of Trustees shall determine during any fiscal

year that the assessment is less than the common expenses actually incurred, the Board of Trustees shall make a supplemental assessment or assessments and render statements therefor in the manner aforesaid and such statement shall be payable and take effect as aforesaid.

The Board of Trustees may, in its discretion, provide for payments of statements in monthly or other installments. The amount of each such statement, together with late charges and interest thereon, if not paid when due, at a rate of one and one-half percent (1 1/2%) per month from the due date thereof, shall constitute a lien on the unit of the Unit Owner assesses, pursuant to the provisions of Section 6 of Chapter 193A. Where the Board of Trustees has determined that assessments may be paid monthly in twelve equal installments, payment shall be due and payable on the first of each month. A late charge of 3.00% of the payment amount shall be automatically assessed after fifteen days in arrears on the sixteenth day of any month for which payment had not been rendered, or by such other policies as the Board of Trustees may from time to time determine.

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 collection of said assessments for common expenses, delinquent fees, late charges, penalties, and interest charged to a delinquent owner and in the enforcement of said lien.

The right of a delinquent owner to vote, to use recreational or clubhouse facilities, and to serve on the Board of Trustees or any committees established by the Board shall be suspended until such delinquent assessments have been paid or unless relief is granted by a special resolution of the Trustees.

Section 3. Statement of Common Charges. The Trustees shall, upon the written request of any Unit Owner or any encumbrancer or prospective encumbrancers of a unit, upon payment of a reasonable fee not to exceed the amount specified by law, issue to a person so requesting a written statement (which shall be valid and effective if signed by any two of the Trustees then in office, or if signed by only one Trustee, if there be only one then in office), setting forth the unpaid common expenses with respect to the unit covered by the request, which shall be conclusive upon the remaining Unit Owners and upon the Trustees in favor of all persons who rely thereon in good faith.

In a voluntary conveyance, the grantee of a unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his or her share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee, *provided, however,* that any such grantee shall be entitled to a statement from the Trustees setting forth the amounts of the unpaid assessments against the grantor, and such grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid assessments against the grantor in excess of the amount set forth. Not Unit Owner may exempt him or herself from liability for his or her contribution toward the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by abandonment of his or her unit.

Section 4. Default in Payment of Common Charges; Foreclosure of Liens for Unpaid Common Charges. In the event of a default by any Unit Owner in the payment of his or her share

of the common charges, the Trustees may seek to recover such common charges, late charges, interest, and expenses by an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such unit as provided in Chapter 183A of the General Laws of Massachusetts, or in any other manner permitted by law.

In any action brought by the Trustees to foreclosure a lien on a unit because of unpaid common charges, the Unit Owner shall, to the extent permitted by law, be required to pay the costs and expenses of such proceedings and reasonable attorneys' fees and, further, to pay a reasonable rental for the use of his or her unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Trustees, acting on behalf of all Unit Owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the votes appurtenant to), convey, or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 5. Application of Common Funds. The Board of Trustees shall expend common funds only for common expenses and for other lawful purposes permitted hereby and by the provisions of said Chapter 183A.

Section 6. Acquisition of Units by Trustees. Acquisition of units by the Trustees for the Trust may be made from the working capital and common charges in the hands of the Trustees, or if such funds are insufficient, the Trustees may levy an assessment against each unit owner in proportion to his or her ownership in the common areas and facilities, as a common charge, or the Trustees, in their discretion, may borrow money to finance the acquisition of such unit provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the unit, together with the Appurtenant Interests, so as to be acquired by the Trustees.

Section 7. Insurance.

(A) The Trustees shall obtain and maintain, to the extent available, master policies of casualty and physical damage insurance for the benefit and protection of the Trustees and of all the Unit Owners and their respective mortgagees, naming as the named insureds and with loss proceeds payable to the Trustees hereunder, or one or more of the Trustees hereunder designated by them as Insurance Trustees for all of the unit Owners collectively of the Condominium and their respective mortgagees, as their interests may appear, pursuant to such condominium casualty insurance endorsement form as may from time to time be customarily used in Massachusetts, such insurance to cover all the buildings and all other insurable improvements forming part of the common areas and facilities, including the heating equipment and other service machinery, apparatus, equipment and installations comprised in the common areas and facilities, and also all such portions and elements of the units as are for insurance purposes normally deemed to constitute part of the building and customarily covered by such insurance; but not including (a) the furniture, furnishings, or other personal property of the Unit Owners, or (b) improvements within a unit made by the Owners therefor subsequent to the first sale of such unit by the Declarant of said Master Deeds, as to which it shall be the separate responsibilities of the unit owners to insure. Such insurance shall,

insofar as practicable, be maintained in an amount equal to not less than one hundred percent (100%) of the full replacement value (exclusive of land, footings, excavations, foundations, and any other items normally excluded from coverage) of the insured property as determined by the Trustees (who shall review such value at lease as often as annually and obtain an insurance appraisal of the Condominium property), and shall insured against (a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and (b) such other hazards or risks as the Trustees may from time to time in their discretion determine to be appropriate, including but not limited to, vandalism, malicious mischief, windstorm and water damage, sprinkler leakage and boiler and machinery explosion or damage.

B. All policies of casualty or physical damage insurance shall, insofar as practicable, provide:

(a) that such policies may not be cancelled, terminated, or substantially modified as to amount of coverage or risks covered without at least thirty (30) days; written notice to the insureds, including each unit mortgagee;

(b) that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such election may not be exercisable without the approval of the Trustees and may not be exercisable if in conflict with the terms of said Chapter 183A, the Master Deed, the Trust, or these by-laws;

(c) for waiver of subrogation as to any claims (except claims involving arson or fraud) against the Trust, the Trustees, the manager, agents, employees, the Unit Owners, and their respective employees, agents, and guests;

(d) for waivers of any defense based upon the conduct of any insured;

(e) in substance and effect that the insurer shall not be entitled to contribution as against any casualty insurance which may be purchased separately by Unit Owners; and

(f) for an "agreed amount" endorsement or an "inflation guard" endorsement or their equivalents, to the extent available. The Trustees may include a deductible provision in their own discretion and in such greater amounts as the Unit Owners may authorize in writing or by majority vote at any Unit Owners' meeting.

B. 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 an disburse the same in accordance with the applicable provisions of the following Section 8 of this Article VI. 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 the damaged units in proportion to the respective costs of repair or restoration of the common areas and facilities and 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 to be paid to the Trust or Unit Owners for whom held upon completion of repair or restoration; but it pursuant to Section 8 of this Article VI, restoration or repair is not to be made, all insurance loss proceeds shall

beheld as common funds of the Trust and applied for the benefit of Unit Owners in proportion to their beneficial interests in the Trust if the Condominium is totally destroyed and, in the event of a partial destruction, after payment for such restoration of the common areas and facilities as the Trustees may determine, 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.

C. The trustees shall also obtain and maintain, to the extent available, master policies of insurance with respect to the common areas and facilities, for the benefit and protection of the Trustees and all of the Unit Owners and their respective mortgagees, for

(a) comprehensive public liability insurance with Severability of Interest Endorsement or equivalent coverage covering all of the common areas and facilities and including protection against 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 $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;

(b) workmen's compensation and employer's liability insurance with respect to any manager, agent, or employee of the Trust;

(c) if and so long as any of the improvements are located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards, a "blanket" policy of flood insurance on the condominium shall be maintained in an amount deemed appropriate, but in no event less than the lesser of: (1) the maximum coverage available under the National Flood Insurance Program for all buildings and other insurable property within any portion of the Condominium located within a designated flood hazard area or (2) one hundred percent (100%) of "current replacement cost" of all such buildings and other insurable property; and,

(d) such other risks as the Trustees in their discretion deem it appropriate to insure.

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 provisions as above set forth with respect to noncancellation, waiver of subrogation, waive of defense based on conduct of any insured, and non contribution.

D. The cost of all such insurance obtained and maintained by the Trustees, pursuant to the provisions of this Section 7, shall be a common expense.

E. Each Unit Owner may obtain additional insurance for his or her own benefit at his or her own expense. It is recommend but not required that each Unit Owner obtain insurance for his or her benefit covering his or her personal property and loss assessment with regard to his or her own unit. It is recommended but not required that each Unit Owner obtain public liability insurance with limits of not less than a single limit of $300,000 for claims for bodily injuries or property damage arising out of one occurrence, and with an endorsement to cover liability of any insured to other insureds. 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 this Section 7 of Article VI as if produced by such coverage. Copies of all such policies (except policies covering only personal property of individual Unit Owner) shall be filed with the Trustees.

Section 8. Rebuilding, Restoration and Improvements.

(A) In the event of any casualty loss to the common areas and facilities, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten 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 Trustee shall proceed with the necessary repairs, rebuilding or restoration in the manner provided in paragraph (a) of Section 17 of said Chapter 183A. If such loss as so determined does exceed ten percent (10%) of such value, the Trustees shall forthwith submit to all Unit Owners (a) a form of agreement (that may be in several counterparts) by the Unit Owners authorizing the Trustees to proceed with the necessary repair, rebuilding, or restoration and (b) a copy of the provisions of Section 17 of said Chapter 183A, 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 of said Chapter 183A.

(B) If and whenever the Trustees shall propose to make any improvement to the common areas or 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 improvements proposed to be made and the estimate cost thereof, and authorizing the Trustees to proceed to make the same, and (b) a copy of the provisions of Section 18 of said Chapter 183A. Upon (a) the receipt by the Trustees of such agreement signed by Unit Owners, holding seventy-five percent (75%) or more of the beneficial interest or (b) the expiration of ninety (90) days after such agreement was first submitted to the Unit Owners, whichever of said (a) and (b) shall first occur, the Trustee shall notify all unit Owners of the aggregate percentage of beneficial interest held by

Unit Owners who have 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 prove for separate agreement by the unit Owners that if more than fifty percent (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.

(C) Notwithstanding anything in the preceding paragraphs (A) and (B) contained, (a) in the event that any Unit Owner or Owners shall send notice in writing to the Board of Trustees of their 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 Section8, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Board of Trustees or the dissenting Unit Owner or Owners may submit the matter to arbitration, and for the purpose, one arbitrator shall be designated by the Board of Trustees, one by the dissenting Unit Owner or Owners ,and a third by the two arbitrators so designated and such arbitration shall be conducted in accordance with rules and procedures of the American Arbitration Association, and (b) the Trustees shall not in an 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 estimate of the Trustees of all costs thereof.

(D) If and whenever any Unit Owner shall propose to make an improvement to or affecting the common areas and facilities of the Condominium at such Unit Owner's expense, and the Trustees determine in their reasonable discretion that such improvement would be consistent and compatible with the provisions and intent to the Master Deed or of this Trust and these By-laws, the Trustees may, but shall not be obligated to, authorize such improvements to be made at the sole expense of the Unit Owner proposing the same, without the consent or approval of other Unit Owners, subject to such contractual undertaking of the Unit Owner proposing such improvement as the Trustees in their reasonable discretion deem to be necessary or desirable in the circumstances.

Section 9. Special Common Facilities. The Board of Trustees may, at reasonable times and in accordance with rules and regulations from time to time adopted by the Trustees, close any of the recreational facilities of the Condominium to common use of the unit Owners and temporarily allocate the use thereof to the Board of Trustees or, upon application therefor, to any Unit Owner or Owners, for their exclusive use, for meetings, social and other functions and other purposes consistent with the comfort and convenience of the Unit Owners and their enjoyment of the amenities of the Condominium, and upon payment of charges therefor from time to time established, which charges will be in addition to common expenses and shall upon receipt buy the Trustees constitute common funds.

Section 10. Utilities. Water service shall be supplied to all of the units and the common areas and facilities and electricity shall be supplied to the common areas and facilities through one or more building meters and the Board of Trustees shall pay, a common expense, all charges for water consumed on the Property, including the units, if not separately metered to the units, and all charges for electricity utilized in the common areas and facilities, promptly after the bills for the same shall have been rendered. Electricity shall be supplied by the public utility company serving the area directly to each unit through a separate meter and each Unit Owner shall be required to pay the bills for electricity consumed or used in his or her respective unit.

Section 11. Rules, Regulations, Restrictions and Requirements. The Board of Trustees may, at any time, and from time to time, adopt, amend, and rescind administrative rules and regulations governing the details of 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 provisions of Chapter 183A, the Master Deed, and these By-laws, and are designed to prevent unreasonable interference with the use by the Unit Owners of their units and of the common areas and facilities.

Section 12. Enforcement. The Trust, acting by its Board, shall have the right to levy, without further legal action, liquidated charges for violations of the restrictions contained in this Declaration of Trust instrument, the Master Deed, and in any of the Rules and Regulations adopted pursuant hereto. Any charge so levied is to be collected in the same manner as a common charge against the particular Unit Owner involved, and collection may be enforced by the Trustees in the same manner as they are entitled to enforce collection of common charges. Such levy of charges shall not replace or abrogate any action for damages or injunctive relief as provided by law.

Section 13. Meetings.

A. Meetings of Trustees. The Board of Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting shall elect the Chairman, Treasurer and Secretary as hereinafter provided. Other meetings may be called by the Chairman 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 five (5) days before such meeting to each member of the Board of Trustees. A majority of the number of Trustees then in office shall constitute a quorum at all meetings, and such meetings shall be conducted in accordance with such rules as the Board of Trustees may adopt.

B. Chairman. The Chairman shall have and perform all of the general powers and duties incident to the office of President of a business corporation organized in Massachusetts and shall preside at all meeting of the Trustees and of the Unit Owners. The Treasurer, or, if he or she is absent or unable to act, another member of the Trustees designated by majority vote of the Trustees shall perform the duties of the Chairman if and whenever the Chairman shall be absent or unable to act.

C. Treasurer. The Treasurer shall have the responsibility for the Trusst's funds and intangible property and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. He or she shall be responsible for the deposit of all moneys and other valuable properties in the name of the Trust or the Trustees in such depositories as may from time to time be designated by the Trustees, and he or she shall have and perform all of the general powers and duties incident to the office of treasurer of a business corporation organized in Massachusetts.

D. Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Trustees, shall have charge of such books and papers of the Trust as the Trustees shall direct, and shall have and perform all of the general powers and duties incident to the office of secretary of a business corporation organized in Massachusetts.

E. Meetings of Unit Owners. There shall be an annual meeting of the Unit Owners on the first Monday in December in each year at 7:30 p.m., at the Condominium Property, or at such other reasonable place and time (not more than twenty (20) days before or after said date) as may be designated by the Board of Trustees by written notice given to the Unit Owners at least seven (7) days prior to the date so designated. Special meetings of the Unit Owners may be called at any time by the Board of Trustees and shall be called by them upon the written request of Unit Owners entitled to more than thirty-three and one-third percent (33 1/3%) of the beneficial interest hereunder. Written notice of any such meeting designating the place, date and hour thereof shall be given by the Board of Trustees to the Unit Owners at least seven (7) days prior to the date so designated, At the annual meeting of the Unit Owners, the Board of Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Board of Trustees proposes to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter.

Section 14. Notices to Unit Owners. Every notice to any Unit Owner required under the provisions hereof, 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 a written or printed copy of such notice shall be given by the Trustees to such Unit Owner by leaving such notice with him or her at his or her residence in Boxberry Square Condominium, or by mailing it, postage prepaid, and addressed to such Unit Owner at his or her address as it appears upon the records of the Trustees, 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. Notice shall be deemed given as of the date of mailing or delivery.

Section 15. Order of Business. At every annual meeting of the Unit Owners the order of business shall be as follows:

(a) roll call;
(b) proof of notice of meeting;
(c) approval of minutes of preceding meeting;
(d) reports of the managing agent or of officers of the Trustees;
(e) reports of special committees appointed by the Trustees, if any;
(f) election of Trustees;
(g) unfinished business form prior meetings, if any; and
(h) new business, if any.

Section 16. Inspection of Books; Reports to Unit Owners. Books, accounts, records of the trustees shall be open to inspection to anyone or more of the Trustees, the Unit Owners, and their respective first mortgagees at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or oftener if convenient to them, submit to the Unit Owners a report of the operations of the Trust for such year which shall include financial statements in such form and in such detail as may be required by Section 10 of Chapter 183A. 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 or certified mail within a period of forty-five (45) days of the date of the receipt of the report by him or her shall be deemed to have assented thereto.

Section 17. Checks, Notes, Draft 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 the sole remaining Trustee, if only one, or by any person or persons to whom such power may at any time or from time to time be delegated by not less than a majority of the Trustees.

Section 18. Fiscal Year. The fiscal year of the Trust shall be the year ending with the last day of December or such other date as may from time to time be determined by the Trustees.

ARTICLE VII - Mortgages

Section 1. Notice to Trustees. A Unit Owner who mortgages his or her unit shall notify the Trustees of the name and address of his or her mortgagee. The Trustees shall maintain such information in a book entitled "Mortgagees of Units."

Section 2. Notice of Unpaid Common Charges. The Trustees whenever so requested in

writing by a mortgagee of a unit, shall promptly report any then unpaid common charges due from, or any other default by, the owner of the mortgaged unit.

Section 3. Notice of Default. The Trustees, when giving notice to a Unit Owner of a default in paying Common Charges or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Trustees, if the mortgagee has requested the same.

Section 4. Examination of Books. Each Unit Owner and each mortgagee of a unit shall be permitted to examine the books of account of the Trust, at reasonable times, on business days.

ARTICLE VIII - Rights and Obligations of Third Parties Dealing with the Trustees

Section 1. Reliance on Identity of Trustees. No purchaser, mortgagee, lender, or other person dealing with the Trustees as they then appear of record in said Plymouth CountyRegistry of Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees hereunder or be affected with any notice, implied or actual, otherwise than by a certificate thereof, and such record or certificate shall be conclusive evidence of the personnel of said Trustees and of any changes therein. The receipt of the Trustees or any one or more of them for monies or things paid or delivered to them or him or her 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 that then is or formerly was Trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge, or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees or any one or more of them purporting to be done in pursuance of any of the provisions or powers herein contained, 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 herein required buy this Trust to execute the same shall be conclusive evidence 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 2. 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 proceeding, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees, shall look only to the Trust property for payment under such contract or claim, or for the payment of any debts, damage, judgment, or decree or of any money that may otherwise become

due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under the provisions of Section 10 of Article III hereof or under provisions of said Chapter 183A.

Section 3. All Obligations subject to the 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 hereof, whether or not express reference shall have been made to this instrument.

Section 4. Further Matters of Reliance. This Declaration of Trust and any amendments hereto and any certificate herein required to be recorded and any other certificate or paper signed by said Trustees or any of them which it may be deemed desirable to record shall be recorded with said Plymouth County 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 two Trustees in office at the time (or by only one Trustee, if there is only one in office at the time), including a certificate of unpaid common charges as provided by subsection (d) of Section 6 of Chapter 183A, setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor or all third person, including the Trustees, acting in reliance thereon. Any certificate executed by any Trustee hereunder, or by a majority of the Trustees hereunder, setting of the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of an action by such Trustee of such 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 and of the existence of the facts therein set forth.

ARTICLE IX - Amendments and Termination

Section 1. Amendments. The Trustees may (a) 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 with the consent in writing of Unit Owners entitled to not less than sixty-seven percent (67%) of the beneficial interest hereunder or (b) amend this Declaration of Trust pursuant to the provisions of Section 2 hereof, the Trustees first, however, in either case, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this Section shall become effective upon the recording with said Plymouth County 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 Trustees, if there be at least two of them 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 herein required to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with 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. Any such amendment is subject to the provision however that:

(i) no instrument of amendment that alters the dimensions of any unit or affects the use of a unit or the exclusive use of a common area reserved to a unit shall be of any force or effect unless the same has been signed by the owner of the unit affected;

(ii) Except as provided in Section 2 hereof, no instrument of amendment that alters the percentage of the undivided interest to which any unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by the owners of all the units and said instrument is recorded as an Amended Condominium Trust, or is recorded in the creation of Subsequent Phases pursuant to the Master Deed for Boxberry Square Condominium;

(iii) No instrument of amendment affecting any unit in a manner which impairs the security of a first mortgage of record or which would disqualify it for sale to Federal Home Loan Mortgage corporation or Federal National Mortgage Association under any law or regulations applicable thereto shall be of any force or effect unless the same has been assented to by the holder or holders thereof and no amendment which relates to matters described in Article X, shall be of any force or effect; and

(iv) No instrument of amendment that alters this Condominium trust in any manner that would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A shall be of any force or effect.

Section 2. Condemnation. In the event that any of the units or the common areas and facilities of the Condominium a re affected by eminent domain proceedings, the following shall apply:

(a) If a unit is acquired by eminent domain, or if a part of a unit is acquired by eminent domain leaving the Unit Owner with a remnant that may not practically or lawfully be sued for any purpose permitted by the Master Deed, the award shall compensate the Unit Owner for his or her unit and its undivided percentage interest in the common areas and facilities whether or not any of the common areas and facilities have been acquired. Upon acquisition, unless the decree otherwise provides, that unit's entire undivided interest in the common areas and facilities and the beneficial interest under the Trust shall automatically be reallocated to the remaining units of the Condominium in proportion to the respective undivided interest of the remaining units in the common areas and facilities prior to the taking, and the Trustees shall promptly prepare, execute and record an amendment to the Master Deed and the Trust reflecting the reallocations. Any remnant of a unit remaining after part of a unit it taken under this subsection shall thereafter be a part of the common areas and facilities.

(b) Except as provided in subsection (a), if part of a unit is acquired by eminent domain, the award shall compensate the Unit Owner for the reduction in value of the unit and its

undivided percentage interest in the common areas and facilities. Upon acquisition, (a) that unit's undivided interest in the common areas and facilities shall be reduced on the basis of the reduction of the fair value of the unit as at such taking bears to the fair value of the remaining units in the Condominium as at such date, and (b) the reduction in interest in the common areas and facilities of such unit shall be diverted from the unit so acquired and shall automatically be reallocated to the remaining units in proportion to the respective undivided interest of the remaining units in the common areas and facilities prior to the date of such taking.

(c) If the common areas and facilities or any part thereof are acquired by eminent domain, the Trustees shall be the party in interest to receive any such award and to pursue any additional awards due to such taking. Any such award or any action taken by the Trustees pursuant hereto shall be brought or paid to the Trustees naming the "Trustees of Boxberry Square Condominium as Condemnation Trustees for the benefit of Boxberry Square Condominium, of the several Unit Owners and their respective mortgagees." The Trustee shall divide any portion of the award not used for restoration or repair of the remaining common areas and facilities among the Unit Owners in proportion to their respective undivided percentage interest before the taking by any portion of the award attributable to the acquisition of a portion of the common areas and facilities that had been exclusively reserved to any unit pursuant to the terms of the Master Deed shall be paid to the owner of such unit.

Section 3. Termination. The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure therefor set forth in Section 19 of Chapter183A.

Section 4. Disposition of Trust Property upon Termination. Upon the termination of this Trust, the Trustees may, subject to and in accordance with provisions of Chapter 183A, sell and convert into money the whole of the Trust funds and Property, or any part or parts thereof and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liability 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 percentages of beneficial interest hereunder. In making any sale under the provisions, the Trustees shall have power to sell 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 distribution of trust property may have passed.

ARTICLE X - Provisions for the Protection of Mortgagees; FHLMC-FNMA Provisions

Notwithstanding anything to the contrary elsewhere in the Master Deed or in this Condominium Trust and these By-laws contained, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the units and shall govern and be applicable insofar as the same are required in order to qualify mortgages of units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA), as applicable, under laws and regulations applicable thereto, to wit:

(a) In the event that the Unit Owners shall amend the Master Deed or this Condominium Trust to include therein any right of first refusal in connection with the sale of a unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
   (i) foreclose or take title to a unit pursuant to the remedies provided in its mortgage; or
   (ii) accept a deed (or assignment) in lieu of a foreclosure in the event of default by a mortgagor;or
   (iii) sell or lease a unit acquired by the First Mortgagee through the procedures described in subparagraphs (a) and (b) above.

(b) Any party who takes title to a unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by he Unit Owners and incorporation in this Master Deed or the condominium Trust for that transaction but shall not be exempt in the case of a nonforeclosure transfer of said unit after so acquiring title.

(c) 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 units unpaid common expenses or dues which accrued prior to the acquisition of title to such unit by such First Mortgagee, except as provided in Section 6 of Chapter 183A.

(d) Except as provided by Statute in case of condemnation or substantial loss or destruction to the units or common areas and facilities of the Condominium or except as provided in Article IX, Section 2 hereof, unless at least sixty-seven percent (67%) of the First Mortgages (based upon one vote for each first mortgage owned), and owners (other than the sponsor, developer, or builder) of the individual units have given their prior written approval, the Trustees shall not be entitled to:

   (i) by any act or omission, seek to abandon or terminate the Condominium; or
   (ii) change the pro-rata interest or obligations of any individual unit for the purpose of: (1) levying assessment or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro-rata share of ownership of each unit in the common areas and facilities; or
   (iii) partition or subdivide any unit; or
   (iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell, or

transfer the common areas and facilities , provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities shall not be deemed a transfer within the meaning of this clause; or

(v) use hazard insurance proceeds on account of losses to either the units or the common areas and facilities for other than the repair, replacements or reconstruction thereof.

(e) Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the commonwealth of Massachusetts shall relate only to the individual units and not to the Condominium as a whole.

(f) In no event shall any provision of the Master Deed or this Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee 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 or the common areas and facilities.

(g) A First Mortgagee, upon request made to the Trustees of the Condominium Trust, shall be entitled to:

(i) 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 provisions of this Condominium Trust which is not cured within sixty (60) days;

(ii) receive prompt written notification from the Trustees of the Condominium Trust of any Condemnation loss or any casualty loss which affects a material portion of the Condominium or any unit on which said mortgagee holds the first mortgage;

(iii) receive prompt written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Trust;

(iv) receive prompt written notice of any proposed action which would require the consent of a specified percentage of first mortgagees as specified in the Article X;

(v) inspect the books and records of the Condominium Trust at all reasonable time; and,

(vi) receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings.

(h) Any holder of a first mortgage of a unit shall be entitled upon written request to an audited financial statement for the immediately preceding fiscal year, if available.

Any first mortgage holder that does not deliver or post to the Trustees a negative response within thirty (30) days of a written request by the Trustees for approval of any addition or amendment pursuant to this paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this section, when recorded at the Plymouth County Registry of Deeds, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon pursuant to the provisions of Article VIII of this Trust.

It is intended that the provisions of this Article X shall comply with the requirements of the Federal Home Mortgage Loan Mortgage corporation (FHLMC) and of the Federal National Mortgage Association (FNMA) with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

ARTICLE XI - Miscellaneous

Section 1. Construction and Interpretation. In the construction hereof, whether or not so expressed, words used in ths singular or in the plural respective include both the plural and singular, words denoting males include females and words denoting persons including individuals, firms, associations, companies (joint stock or otherwise), trusts, and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. The cover, title, headings of difference parts hereof, and the table of contents 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 hereto.

Section 2. Applicable Law. All the powers and provisions herein contained shall take effect and be construed according to the law of the Commonwealth of Massachusetts.

Section 3. Conflicts. If any provision of this Trust shall be invalid or shall conflict with Chapter 183A, as amended, of the General Laws of Massachusetts, or if any provision of this Trust conflicts with any provision of the Master Deed, the following rules of constructions shall be used:

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

(b) the invalidity of any provision of the Trust shall not impair or affect the validity of enforceability of the remaining provisions of this Trust;

(c) in the event of a conflict between any numerical voting requirements for action set forth in the Master Deed and any such requirements set forth in Article X hereof and any such requirements set forth in any other provisions of this Trust, the provisions requiring the greater percentage or faction for action to be taken or avoided shall control;

(d) in the event of any conflict other than set forth in paragraph (c) of this Section between the provisions of the Master Deed and any other provision hereof, the provisions of the Master Deed shall control.

Section 4. Waiver. No waiver of or failure to enforce any obligation, restriction, condition, or other provision hereof in any particular instance shall be deemed to be or to constitute a waiver or abrogation generally or in any other instance of any such obligation, restriction, condition or other provisions.

Section 5. Definitions. All terms used herein shall have the same meaning as such terms do in Chapter 183A, unless the context otherwise requires.

IN WITNESS WHEREOF, said Frank J. Bridgeman, Member and Stephen S. Gosselin, Member of Boxberry Development, LLC, have hereunto set their hands and seals on the day and year first hereinabove set forth.

BOXBERRY DEVELOPMENT, LLC
By:

Frank J. Bridgeman, Member

Stephen S. Gosselin, Member

COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS:

On this 2nd day of May, 2005, before me, the undersigned notary public, personally appeared ***Frank J. Bridgeman, Member*** and ***Stephen S. Gosselin, Member of Boxberry Development, LLC,*** and proved to me through satisfactory evidence of identification, which was MY PERSONAL KNOWLEDGE, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that each of them signed it voluntarily for its stated purpose as member of Boxberry Development, LLC, a Massachusetts limited liability company.

[official signature and seal of notary]

Robert P. Dolbec, Jr., Notary Public
My Commission Expires: 12/9/05