Boxberry Square

TOWNHOUSE CONDOMINIUMS
ROCKLAND, MASSACHUSETTS

MASTER DEED
of the
BOXBERRY SQUARE CONDOMINIUM
[DRAFT AS AMENDED THROUGH November 17, 2004]

BOXBERRY DEVELOPMENT, LLC , (the "Declarant"), the sole owner of the premises in Rockland, Plymouth County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed, does hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts ("Chapter 183A"), and proposes to create, and hereby does create with respect to said premises, a condominium to be governed by and subject to the provisions of Chapter 183A, and to that end declares and provides the following:

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

BOXBERRY SQUARE CONDOMINIUM

It is the intention of the Declarant to develop this 90 unit condominium (the "Condominium") in four (4) phases, designated as Phase I, Phase II, Phase III and Phase IV, by amendment of this Master Deed, as set forth in Article 9 hereof, and are shown on a plan entitled "Phase Plan - Site Plan - of Boxberry Square Condominium" dated _____, 2004, prepared by _____Registered Professional _____, and recorded with the Condominium Floor plans hereinafter referred to, and collectively such plans are referred to as the "Condominium Plans", and all are recorded herewith.

2. ***Description of Land.*** The premises which constitute the Condominium consist of 7.54 Acres of land in Rockland, Plymouth County, Massachusetts, together with the buildings and improvements thereon. The premises are bounded and described in Exhibit A INSERT LEGAL DESCRIPTION FROM DEED TO BOXBERRY DEVELOPMENT, LLC IN EXHIBIT A, attached hereto and incorporated herein by this reference, and on the Site Plan recorded herewith, prepared by _____, and showing the location of the buildings in Phase I and the proposed locations of the buildings in Phase II, Phase III and Phase IV (sometimes hereinafter referred to individually as a "Subsequent Phase" or, collectively, as the "Subsequent Phases").

3. ***Description of Buildings.*** Until the amendment of the Master Deed, as hereinafter provided in Article 9, to create any Subsequent Phases of the Condominium, the units of the Condominium shall be only those included within Buildings A and B, as shown on the Condominium Plans. The buildings (hereinafter referred to as the "Buildings", collectively, and sometimes individually by letter, *eg.* "Building A", "Building B"..."Building J") are located on the land described In Exhibit A. In the Subsequent Phases, as shown on the Condominium Plans, Phase II will contain the units in Building C, Building D and Building E, Phase III will contain the units in Building F, Building G and Building H. Phase IV will contain the units in Building I and Building J. The Buildings are two and ½ stories of wood frame construction on a concrete foundation and contain the following:

Basement Level: consists of an open storage area and utility areas.

First Level: consists of a living and dining area, kitchen, ½ bath and storage closet.

Second Level: consists of two bedrooms, aligned front and back, and one full bathroom located at the back of the unit.

Attic Area: there is an attic area above each unit, accessed through a scuttle panel located in the ceiling of the second floor.

If Subsequent Phases II, III and IV of the Condominium are created, each Subsequent Phase shall consist of the Buildings and units contained therein, as shown on the Condominium Plans, and shall be consistent with the materials and quality utilized in the construction of the Buildings in Phase I.

4. ***Designation of Units and their boundaries.*** The Condominium units (hereinafter referred to as the "Unit" or, collectively, the "Units") in Phase I, and the designations, locations, approximate areas, numbers of rooms, immediately accessible commons areas, and other descriptive specifications thereof are as set forth in Exhibit B and on the Floor plans recorded herewith, all of which are incorporated herein by reference. The boundaries of each of the Units with respect to the floors, ceilings, and the walls, doors and windows thereof are as follows:

(a) *Floors:* The upper surface of the subflooring or, in the case of a basement floor, the lower surface of the concrete floor slab.

(b) *Ceilings:* The plane of the lower surface of the ceiling joists.

(c) *Interior Building Walls:* The plane of the surface facing such Unit of he wall studs.

(d) *Exterior Building Walls, Doors and Windows:* As to walls, the plane of the interior surface of the wall studs; as to doors, the exterior surface thereof; and as to windows, the exterior surfaces of the glass and the window frames.

(e) *Ingress & Egress Stairs.* The owners of the Units shall have the exclusive use of the Ingress and Egress stairs immediately adjacent to the front and back of each unit.

The Units in Subsequent Phase II, Phase III and Phase IV of the Condominium, if created, shall be of the same type as the Units in Phase I of the Condominium and shall contain the same features as and shall be consistent with the quality of the Units in Phase I.

5. *Common Areas and Facilities.* Until the Master Deed is amended to create the Subsequent Phases, the Commons Areas and Facilities of the Condominium consist of:

(a) The land described above in Article 2 and Phase I consisting of Building A and Building B, including all improvements thereon except the Units, together with the benefit of and subject to all rights, easements, restrictions and agreements of record so far as the same may be in force, and the rights and easements reserved by the Declarant in this Master Deed, and until the amendment of the Master Deed as contemplated herein for subsequent Phases, the Buildings (C through J) shown to be within the boundaries of Phase II, Phase III and Phase IV, as depicted on the Phase Plan - Site Plan recorded herewith, are specifically excluded from the Common Areas and Facilities of the Condominium, and the Declarant specifically reserves the right to develop and construct Phases II through IV, and Building C through Building J as so depicted within those Phases. Furthermore, the Declarant reserves the right, in Declarant's sole discretion, at any time hereafter, to determine not to develop and construct any subsequent Phase depicted on the Condominium Plans, and in such event, shall record a statement with Plymouth County Registry of Deeds identifying any such subsequent Phase not to be created by amendment of the Master Deed,;

(b) Those portions of the Buildings not included within the boundaries of the Units contained therein, including the foundations, structural columns, girders, beams, joists, framing members and supports, exterior walls, party wall and common walls, and roofs of each of the Buildings;

(c) The Ingress and Egress stairs located in the front and rear of each Unit in each Building;

(d) Installations of central services such as power, light, cable TV lines, hot and cold water lines, including all equipment attendant thereto (but not including equipment contained within and servicing a single Unit);

(e) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal which are contained in portions of the Building contributing to the structure or support thereof, and all such facilities contained within any Unit, which serve parts of the Building other than the Unit within which such facilities are contained, together with an easement of access thereto for maintenance, repair and replacement, as aforesaid;

(f) All apparatus for common areas and facilities and other common equipment wherever located in, on or around the Buildings;

(g) The streets, ways, parking areas and spaces, court yard, yards, lawns, gardens, walkways, and the improvements thereon and thereof, including walls, railings, steps, lighting fixtures and planters;

(h) Storage areas if any there be; and

(i) Such additional common areas and facilities as may be defined in Chapter 183A.

The owners of each Unit shall be entitled to an undivided interest in the common area and facilities in the percentages set forth for each Unit in Exhibit C.

The common areas and facilities shall be subject to the provisions of the By-Laws of the Boxberry Place Condominium Trust, hereinafter referred to, and to rules and regulations which may be promulgated pursuant thereto with respect to the use thereof, assignments of certain such facilities to particular Unit owners (e.g. parking space(s)) and payments required therefor, if any.

With respect to additional parking spaces in the Common Areas and Facilities not specifically assigned to a Unit, those spaces shall be available for occasional use by all occupants of the Units and their tenants and guests, subject to and accordance with the by-laws and rules and regulations promulgated thereunder by the Trustees of the Boxberry Square Condominium Trust as described herein.

6. ***Floor Plans.*** Simultaneously with the recording of this Master Deed the floor plans of the Phase I Buildings, showing the layout, location, Unit numbers, and dimensions of Units contained therein, stating the letter designation name of the Buildings, and bearing the verified statement of a registered engineer or land surveyor, certifying that the plans fully and accurately depict the same, as built, are recorded herewith. With respect to Subsequent Phases, the "as built" floor plans will be recorded at the time of the amendment of this Master Deed to create any Subsequent Phase of the Condominium.

7. ***Purposes.*** The purposes for which the Building, and the Units and other facilities therein, are intended to be used are as follows:

Units may be used solely for residential purposes by not more than one (1) family unit nor more than two (2) unrelated persons, subject to the restrictions set forth in the following section, and the Declarant may, until all of said Units have been sold by said Declarant, (a) lease Units which have not been sold and (b) use any Units owned by the Declarant as models for display for purposes of sale or leasing of Units.

8. ***Restrictions on Use of Units.*** Unless otherwise permitted by instrument in writing duly executed by a majority of the Trustees of the Boxberry Place Condominium Trust then in office and pursuant to provisions of the By-Laws thereof:

(a) No Unit shall be used for any purpose other than a purpose permitted under section 7 above;

(b) No Unit shall be used for any purposes other than for residential purposes by not more than one (1) family unit nor more than two (2) unrelated persons;

(c) The architectural integrity of the Building and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, no balcony enclosure, awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any such Unit or any part thereof without the prior written consent of the Trustees of the Boxberry Square Condominium Trust and without such consent no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior apartment door, or door frames shall be made, and no painting, attaching of decalcomania or other decoration shall be done on any exterior part of surface of any Unit nor on the interior surface of any window, but this subparagraph (c) shall not restrict the right of Unit owners to decorate the interiors of their Units as they may desire; and

(d) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Boxberry Square Condominium Trust and regulations which may be adopted pursuant thereto, and all applicable laws, zoning by-laws and regulations of any governmental body having jurisdiction over the Condominium, its Unit owners and any occupants of the Units.

(e) The occupants of any Unit shall be allowed to keep or park no more than two (2) registered and insured motor vehicles, including, all passenger cars, trucks & SUVs, in the designated parking spaces in the Common Areas and Facilities of the Condominium. No commercial vehicles, RVs, campers, trailers of any kind, and boats or personal watercraft of any kind shall be permitted in or on the Common Areas and Facilities of the Condominium.

(f) Dogs, cats, or other pet animals or birds shall not be kept in any Unit. A Unit Owner, and never a tenant, guest or other occupant of the Unit, who owns a dog, cat or other pet animal or bird at the time of the purchase of the Unit, may request a written waiver of this restriction from the Trustees of the Boxberry Square Condominium Trust, who shall have the sole and

exclusive right to determine whether to grant the waiver. Any such waiver shall terminate automatically when the Unit owner, for any reason, is no longer able to keep the pet in the Unit. The Trustees of the Boxberry Square Condominium Trust shall have the right to revoke the waiver at any time, without prior notice to the Unit, and shall impose any such other rules and regulations as they may deem just and proper for any pet in the Units or Common Areas and Facilities pursuant to any waiver of this restriction.

The foregoing restrictions shall be for the benefit of the owners of all of the Units, and the Trustees of the Boxberry Square Condominium Trust, and shall be administered on behalf of said owners by said Trustees and shall be enforceable solely by said Unit owners or Trustees, insofar as permitted by law, and shall, insofar as permitted by law, be perpetual; and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her ownership thereof.

9. ***Subsequent Phases.*** The Declarant reserves, and shall have the right, without the consent of any Unit owner or Mortgagee, to amend this Master Deed so as to include in this Condominium the Subsequent Phases depicted on the Phase Plan - Site Plan and Condominium Plans, pursuant to and in accordance with the following provisions of this Article 9.

Phase II, Phase III and Phase IV shall include the Buildings and Units depicted on the Condominium Plans, and with respect to the Subsequent Phases:

(a) the Declarant shall not amend this Master Deed so as to include any Subsequent Phase until the construction of the Buildings containing all of the Units in the Subsequent Phase has been completed sufficiently for the certification of plans provide for in Section 8 of Chapter 183A of the Massachusetts General Laws;

(b) Upon recording of an amendment of the Master Deed to include any Subsequent Phases, the Units in the Buildings in such Subsequent Phase shall become Units of the Condominium owned by the Declarant, and the Common Areas and Facilities of the Condominium shall include the land described in Exhibit A and the same elements, features, and facilities of the Buildings and areas which are described, defined and referred to in Article 5 as Common Areas and Facilities. After the recording of an amendment of this Master Deed to create any Subsequent Phase, the total number of the Units in the Condominium shall be the sum of the Units depicted in the Buildings of Phase I plus the sum of the Units depicted in the Buildings of the completed Subsequent Phase or completed Subsequent Phases as depicted on the Condominium Plans.

(c) If the Declarant has not amended this Master Deed any Subsequent Phase in the Condominium within five (5) years from the date of recording the Master Deed, then the foregoing reserved rights shall terminate and be of no effect as to Subsequent Phases unless this Article is other wise amended by the Declarant; and,

(d) Nothing herein shall be deemed to obligate the Declarant to develop, create or complete any Subsequent Phases depicted on the Condominium Plans.

The Declarant, or its successors in interest, shall have the right prior to the execution and recording of an amendment creating any Subsequent Phases, to change the size, layout, location, and percentage interest in the common areas and facilities set forth in this Master Deed with respect to the Units in Subsequent Phases, and thereby reduce the percentage interest of any Unit in accordance with the provisions of Chapter 183A.

The Declarant further reserves the right to it, and its successors and or assigns, in its sole discretion, to abandon its intention to create any Subsequent Phase of Subsequent Phases of the Condominium, as set forth above, and may, in its sole discretion, record a statement to that effect at the Plymouth County Registry of Deeds, and at the date and time of the recordation of that statement, the reserved rights to develop and create any Subsequent Phase or Subsequent Phases shall terminate.

10. ***Amendments.*** Except for the foregoing special rights of amendment of the Declarant to create any Subsequent Phases, this Master Deed may be amended by an instrument in writing (a) signed by the owners of Units entitled to seventy-five percent (75%) or more of the undivided interests in the common areas and facilities, and (b) signed and acknowledged by a majority of the Trustees of the Boxberry Place Condominium Trust and (c) duly recorded with the Plymouth County Registry of Deeds, provided, however, that:

(a) The date on which any such instrument is first signed by a Unit owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after such date;

(b) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Unit so altered;

(c) No instrument of amendment which 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 Master Deed;

(d) No instrument of amendment affecting any Unit in a manner which impairs the security of a first mortgage of record thereon held by a bank or other lender, and which would disqualify the mortgage for sale to the Federal Home Loan Mortgage Corporation or Federal National Mortgage Association under any applicable law or regulation, shall be of any force or effect unless the same has been assented to by the holder of such mortgage; and

(e) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect.

Notwithstanding anything contained in this Master Deed or in the Declaration of Trust of the Boxberry Square Condominium Trust to the contrary, nothing in this Article 10 or in any amendment adopted pursuant hereto shall be deemed or construed to vitiate or impair the rights reserved herein to the Declarant, without the consent of any Unit owner or mortgagee, to amend this Master Deed so as to include any Subsequent Phase or Subsequent Phases in the manner provided in Article 9. Furthermore, no amendment to this Master Deed affecting the rights of the Declarant to amend this Master Deed without the consent of any Unit owner or mortgagee to create any Subsequent Phases or affecting the Declarant's rights under Article 18 of this Master Deed may be made without the written consent of the Declarant or its successors and or assigns.

11. ***Trust.*** The Trust through which the Unit owners will manage and regulate the Condominium established hereby is the Boxberry Square Condominium Trust under Declaration of Trust dated _____ ____, 2004, to be recorded herewith. Said Declaration of Trust establishes a membership organization of which all Unit owners shall be members and in which such owners shall have an interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled hereunder. The names and addresses of the original and present trustees thereof (therein designated as the Trustees thereof) are as follows:

Frank J. Bridgeman, Member, Boxberry Development, LLC,
190 Old Derby Street, Suite 301, Highan MA 02043

Stephen S. Gosselin, Member, Boxberry Development, LLC,
1540 Bedford Street, Abington MA 02351

Said Trustees have enacted By-Laws, which are set forth in said Declaration of Trust, pursuant to and in accordance with provisions of Chapter 183A of the General Laws of Massachusetts.

12. ***Application of Chapter 183A.*** The Units and common areas and facilities, and the Unit owners and Trustees of Boxberry Square Condominium Trust, shall have the benefit of and be subject to the provisions of Chapter 183A of the General Laws of Massachusetts and in all respects not specified in this Master Deed or in the Declaration of Trust of the Boxberry Place Condominium Trust and the By-Laws set forth therein, shall be governed by provisions of Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of said Chapter 183A.

13. ***Definitions.*** All terms and expressions herein used which are defined in Section 1 of Chapter 183A shall have the same meanings herein unless the context otherwise requires.

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

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

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

17. ***Conflicts.*** This Master Deed is set forth to comply with the requirements of Chapter 183A in effect upon the date of execution of this Master Deed and any future amendments thereto which are specifically made retroactive in application. In case any provisions stated within the Master Deed are in conflict with the provisions of said statute, the provisions of said statute shall control.

18. ***Declarant's Reservation of Rights; Assignment of Declarant's Rights.*** In addition to all other rights of Declarant hereunder and pursuant to Declarant's right to amend this Master Deed so as to create Subsequent Phases as set forth in Article 9 hereof, Declarant reserves unto itself, its agents, servants, employees, independent contractors, workmen, wok crews, successors, and assigns the rights and easements to use, occupy, and alter, for construction purposes only, the land described in Article 2 for all purposes necessary or desirable in order to construct the Buildings and the Condominium units in the Subsequent Phases thereon and the common areas and facilities therefor and the right to grant easements across said land for the installation of utilities and the right to grant easements to others to use the roadways and paths for vehicular and pedestrian traffic.

Without limiting the generality of the foregoing and in furtherance thereof, the Declarant reserves unto itself, its agents, servants, employees, independent contractors, workmen, work crews, successors, and assigns, the following rights to be in full force and effect until the last of the Units in the Condominium as created in the Subsequent Phases are conveyed of record by the Declarant: the right of access, ingress, and egress over and upon the land described in Article 2 hereof and the common areas and facilities of the Condominium, including that deemed by the Declarant to be necessary for marketing purposes and for the work of construction, reconstruction, rehabilitation, improvement, and other work in progress or contemplated by Declarant in connection with the creation and construction of any Subsequent Phases; the right to lay, maintain, repair and replace, construct, and install and connect all utilities, utility lines, poles, ducts, conduits, and similar facilities to serve any or all of the Condominium units in Phase I or any Subsequent Phases and the common

areas and facilities, and all conduits, ducts, plumbing, wiring , and other facilities for the furnishings of power, light, air and all sewer and drainage pipes, septic tanks, and sewerage disposal systems to serve any or all of the Units of the Condominium in Phase I or any Subsequent Phases and the common areas and facilities; to pass and repass by foot and vehicle over all driveways, roadways, accessways, and walkways, whether now existing or to be constructed in the future, or all purposes for which driveways, roadways, accessways, and walkways are commonly used, including the transportation of construction materials, equipment, and personnel for the purposes of constructing said Phase II; to construct buildings and improvements on the land described in Article 2 hereof and as shown on the Condominium Plans recorded herewith, and to engage in all activities necessary or appropriate to accomplish the same, including without limitation the right to grant to others including any public utility or authority, easements for the installation and maintenance of utilities for the benefit of the Units of the Condominium and any Subsequent Phases; to store construction materials, equipment, and supplies in those portions of the common areas and facilities not subject to right of exclusive use appurtenant to any Unit; to restrict (for periods of not more than eight (8) hours at any time during any day) the use by Unit owners of common areas and facilities to facilitate construction or for purposes of safety (provided, of course, no Unit owner shall be denied at least one means of access to the owner's Unit during such periods of restriction); to leave debris resulting from construction in the common areas and facilities, but only during working periods, provided the same do not endanger safety and provided Declarant removes all such debris as soon as reasonably practicable; to reasonably interrupt for brief intervals of time, water, electric, and other utilities and service provided by such utility lines, pipes, wires, cables, conduits, and sewerage and drainage lines in order to facilitate construction of Subsequent Phases or in order to facilitate the installation of appliances or fixtures in the Units or common areas and facilities under construction without liability for such interruption of service, provided however that the Declaration shall use its best efforts to minimize any such interruption of service; to park vehicles used in connection with the construction work or incident thereto in parking areas that have not been assigned to any specific Unit; and, in general, the right to do all things necessary or desirable in order to construct and complete all of the Units of the Condominium and any Subsequent Phases and the common areas and facilities in connection therewith.

The Declarant, by deed or separate instrument of assignment, shall be entitled to assign any and all of its rights and reserved rights hereunder and in the by-laws, at any time, and from time to time, to any person, trust, firm, or entity as may be determined by Declarant.

[End of Text of Master Deed]

IN WITNESS WHEREOF, on the ____ day of _____, 2004, Frank J. Bridgeman, Member and Stephen S. Gosselin, Member of Boxberry Develoopment, LLC have signed and sealed this Condominium Master Deed.

Boxberry Development, LLC
BY:

_____ _____

Frank J. Bridgeman, Member Stephen S. Gosselin, Member

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

On this _____ day of _____, 2004, before me, the undersigned notary public, personally appeared FRANK J. BRIDGEMAN and STEPHEN S. GOSSELIN 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 a Member of Boxberry Development, LLC.

_____

[official signature and seal of notary]
Robert P. Dolbec, Jr., Notary Public
My Commission Expires:12/09/05

BOXBERRY SQUARE CONDOMINIUM

EXHIBIT A TO MASTER DEED

LEGAL DESCRIPTION

PARCEL ONE:

The land in Rockland, Plymouth County, Massachusetts situated on the south side of Forest Street containing 7 6/10 acres, more or less, bounded and described as follows:

BEGINNING at the stone bound at the northwest corner of the lot and running
THENCE easterly along said street 592 feet to a stake and stones;
THENCE southerly 575 feet to a stake and stones and land formerly of Dennis Hannigan;
THENCE westerly by land formerly of said Hannigan, 590 feet to a stake and stones;
THENCE northerly by land of Gilbert Hunt or others 537 feet to the point of beginning.

Excluding from the above described parcel that certain parcel conveyed by Edmond J. Carriere and Lillian Carriere to Frank L. Shufelt et ux by deed dated January 14, 1952, recorded with Plymouth Deeds Book 2187, Page 396.

PARCEL TWO:

The land in Rockland, Plymouth County, Massachusetts, located on the southerly side of Forest Street, west of "Howland Park," so-called being bounded as follows:

BEGINNING at a bound in the southerly line of said street at the northwest corner of the lot; thence

N 75° 30' E., in said line of Forest Street, 67 feet, more or less, to land now or formerly of George K. Inglis et ux, thence in general

SOUTHERLY direct by land now or formerly of said Inglis, and by land now or formerly of Arthur W. Aitken et ux, 176.17 feet, more or less, to the southwesterly corner of land now or formerly of said Aiken et ux; thence

WESTERLY 74 feet, more or less, to a stake; thence

SOUTHERLY 144 feet, more or less, to a stake, thence

WESTERLY 53 feet, more or less, to the southerly sideline of said Forest Street and the point of BEGINNING.

For Declarant's title, see: Deed dated November 2, 2004 and recorded with Plymouth Registry of Deeds in Book 29405, Page 187-189.

BOXBERRY SQUARE CONDOMINIUM
EXHIBIT B TO MASTER DEED

UNIT DESIGNATION

Building	Unit number	No. of Rooms (1)	Approximate Sq. Ft.Area (2,3)
A	1	4	950
A	3	4	950
A	5	4	950
A	7	4	950
A	9	4	950
A	11	4	950
A	13	4	950
A	15	4	950
A	17	4	950
A	19	4	950
A	21	4	950
A	23	4	950
B	25	4	950
B	27	4	950
B	29	4	950
B	31	4	950
B	33	4	950
B	35	4	950
B	37	4	950
B	39	4	950
B	41	4	950
B	43	4	950

(1) The number of rooms includes a kitchen, living room/dining room combination, and two bedrooms. In addition to the number of rooms stated, each unit contains one full bathroom, one half bathroom, halls, closets and stairways and a full unfinished basement containing approximately 490 square feet of area.

(2) The square foot area set forth is exclusive of the attic and basement areas.

(3) The immediate common area to which each unit has access is the common parking area and common and driveway road from the front of the unit, and the common grounds and landscaped area from the rear of the unit.

PHASE I, BUILDINGS A AND B

BOXBERRY SQUARE CONDOMINIUM
EXHIBIT C TO MASTER DEED

PERCENTAGE INTERESTS IN COMMON AREAS AND FACILITIES

Building	Unit Designation	Phase I percentage interest	Phase II percentage interest	Phase III percentage interest	Phase IV percentage interest
A	1	4.550	2.380	1.428	1.111
A	3	4.550	2.380	1.428	1.111
A	5	4.550	2.380	1.428	1.111
A	7	4.550	2.380	1.428	1.111
A	9	4.550	2.380	1.428	1.111
A	11	4.550	2.380	1.428	1.111
A	13	4.550	2.380	1.428	1.111
A	15	4.550	2.380	1.428	1.111
A	17	4.550	2.380	1.428	1.111
A	19	4.550	2.380	1.428	1.111
A	21	4.550	2.380	1.428	1.111
A	23	4.550	2.380	1.428	1.111
B	25	4.550	2.380	1.428	1.111
B	27	4.550	2.380	1.428	1.111
B	29	4.550	2.380	1.428	1.111
B	31	4.550	2.380	1.428	1.111
B	33	4.550	2.380	1.428	1.111
B	35	4.550	2.380	1.428	1.111
B	37	4.550	2.380	1.428	1.111
B	39	4.550	2.380	1.428	1.111
B	41	4.550	2.380	1.428	1.111
B	43	4.550	2.380	1.428	1.111
C	2	------	2.380	1.428	1.111
C	4	------	2.380	1.428	1.111
C	6	------	2.380	1.428	1.111
C	8	------	2.380	1.428	1.111
C	10	------	2.380	1.428	1.111
C	12	------	2.380	1.428	1.111

BOXBERRY SQUARE CONDOMINIUM
EXHIBIT C TO MASTER DEED

PERCENTAGE INTERESTS IN COMMON AREAS AND FACILITIES

Building	Unit Designation	Phase I percentage interest	Phase II percentage interest	Phase III percentage interest	Phase IV percentage interest
C	14	-------	2.380	1.428	1.111
C	16	-------	2.380	1.428	1.111
D	18	-------	2.380	1.428	1.111
D	20	-------	2.380	1.428	1.111
D	22	-------	2.380	1.428	1.111
D	24	-------	2.380	1.428	1.111
D	26	-------	2.380	1.428	1.111
D	28	-------	2.380	1.428	1.111
D	30	-------	2.380	1.428	1.111
D	32	-------	2.380	1.428	1.111
E	45	-------	2.380	1.428	1.111
E	47	-------	2.380	1.428	1.111
E	49	-------	2.380	1.428	1.111
E	51	-------	2.380	1.428	1.111
F	34	-------	-------	1.428	1.111
F	36	-------	-------	1.428	1.111
F	38	-------	-------	1.428	1.111
F	40	-------	-------	1.428	1.111
F	42	-------	-------	1.428	1.111
F	44	-------	-------	1.428	1.111
F	46	-------	-------	1.428	1.111
F	48	-------	-------	1.428	1.111
G	50	-------	-------	1.428	1.111
G	52	-------	-------	1.428	1.111
G	54	-------	-------	1.428	1.111
G	56	-------	-------	1.428	1.111

BOXBERRY SQUARE CONDOMINIUM
EXHIBIT C TO MASTER DEED

PERCENTAGE INTERESTS IN COMMON AREAS AND FACILITIES

Building	Unit Designation	Phase I percentage interest	Phase II percentage interest	Phase III percentage interest	Phase IV percentage interest
G	58	------	------	1.428	1.111
G	60	------	------	1.428	1.111
G	62	------	------	1.428	1.111
G	64	------	------	1.428	1.111
H	66	------	------	1.428	1.111
H	68	------	------	1.428	1.111
H	70	------	------	1.428	1.111
H	72	------	------	1.428	1.111
H	74	------	------	1.428	1.111
H	76	------	------	1.428	1.111
H	78	------	------	1.428	1.111
H	80	------	------	1.428	1.111
H	82	------	------	1.428	1.111
H	84	------	------	1.428	1.111
H	86	------	------	1.428	1.111
H	88	------	------	1.428	1.111
I	73	------	------	1.428	1.111
I	75	------	------	------	1.111
I	77	------	------	------	1.111
I	79	------	------	------	1.111
I	81	------	------	------	1.111
I	83	------	------	------	1.111
I	85	------	------	------	1.111
I	87	------	------	------	1.111
I	89	------	------	------	1.111

BOXBERRY SQUARE CONDOMINIUM
EXHIBIT C TO MASTER DEED

PERCENTAGE INTERESTS IN COMMON AREAS AND FACILITIES

Building	Unit Designation	Phase I percentage interest	Phase II percentage interest	Phase III percentage interest	Phase IV percentage interest
J	53	------	------	------	1.111
J	55	------	------	------	1.111
J	57	------	------	------	1.111
J	59	------	------	------	1.111
J	61	------	------	------	1.111
J	63	------	------	------	1.111
J	65	------	------	------	1.111
J	67	------	------	------	1.111
J	69	------	------	------	1.111
J	71	------	------	------	1.111
		100%	100%	100%	100%

PHASE I, BUILDINGS A AND B

BOXBERRY SQUARE CONDOMINIUM TRUST

[DRAFT AS AMENDED THROUGH November 17, 2004]

THIS DECLARATION OF TRUST made this _____ day of _____ 2004, at Rockland, in Plymouth County, and Commonwealth of Massachusetts, by Frank J. Bridgeman, Member and Stephen S. Gosselin, Member of Boxberry Development, LLC of Hingham, Plymouth County, Massachusetts (hereinafter called the "Trustees," which term and any pronoun referring thereto shall be deemed to include 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 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 said Chapter 183A, this Trust being the organization of the Unit Owners established pursuant to the provision of Section 10 of said 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 said Chapter 183A of the Massachusetts General Laws.

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 two (2) persons consisting of the original Trustees named herein or other persons designated by Boxberry Development, LLC (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 Trustees 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 200__ 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 200__: (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 Trustees then serving shall expire, and 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 200_-, and at such meeting three (3) Trustees shall ve elected for a term of three (3) years 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 less than three (3) or less 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 and 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 Trustees 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 less than two (2) Trustees hereunder, unless the number of Trustees hereunder shall become less 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, nor 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 if 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 said 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 addition property to the provisions of chapter 183A.

All present and future owners, mortgagees, lessees, and occupants of units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to 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 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 Condominium 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 Condominium property pursuant to the provisions of Article VI, Section 7, hereof

(j) making of repairs, additions, and improvements to, or alteration of, the Condominium 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 Condominium 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 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 Trust property, bot 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 property, including the power to take b ack mortgages to secure the whole or any part of the purchase price of any of the Trust property sold or transferred by them and execute and 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 persona, 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 Trust property, or any pat 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 property, or any part or parts thereof, and from time to time, as often as they shall see fit, change investments, including investment in all types of securities and other property, of whatsoever nature and however denominated, all to such extent as to them shall deem property, 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 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 th power to join in amending, altering, adding to, terminating, or change, this Declaration of Trust and the Trust hereby created shall ne be delegated(all for such times and purposes as they

shall deem property. Without hereby limited the generality of the foregoing, the Trustees and 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 property 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 of r 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 th painting or staining of same), the maintenance, repair and replacement of th patio areas 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; 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 ad exclusively service that 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 nit, 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 emergence 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 which 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 aor staining of the exteriors of he 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 reasonable 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 reasonable 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 the Trustees or by the President or Secretary of the Association shall be conclusive evidence of approval. One set of plans as finally approved shall be retained by the Trustees a permanent record.

(c) Upon receipt of approval from the Trustees or upon the elapse of sixty (600 days

without action as provided in paragraph (d) 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 herein.

(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 may, 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 s o 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 about the last prior annual assessment. In the event that the Board of Trustees shall determine during any fiscal year that the assessment to same 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 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, 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 encumbrances of a unit, upon payment of a reasonable fee not to exceed the amount specified by law, issue to a person to 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, 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 b 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 9100%) 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 o 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 buy 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 seventy0five 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 os 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 ne notice in writing to the Board of Trustees dissent from any determination fo the Trustees with respect to the value fo 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, on 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 wit 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, 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 said 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 he 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 nor 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 Condominium 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 association 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 association 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 May in each year at 7:30 p.m., at the Condominium premises, 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 lease 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 o 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 Condominiums, 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 convenience to them, submit to the Unit Owners a report of the operations of the Trustees for such year which shall include financial statements in such summary form and only in such detail as the Trustees s hall 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 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 Condominium, 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 purchases, mortgagee, lender, or other person dealing with the Trustees as they then appear of record in said Plymouth Registry 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 receipts 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 delivery 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 he 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 cats 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 or 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 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 on 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 of (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 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;

(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 du to such taking. Any such award or any action taken by the Trustees pursuant t hereto shall be brought or paid to the Trustees naming the "Trustees of Boxberry Square Condominiums as Condemnation Trustees for the benefit of Boxberry Square Condominiums,

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 said Chapter.

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 said Chapter 183A, sell and convert into money the whole of the Trust property, or any part or parts thereof and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding 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 f\by such First Mortgagee.

(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 project or except as provided in Article IX, Section 2 hereof, unless at least sixty0-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 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 said chapter 183A, as amended, the provisions of Chapter 193A 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 said 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.

Frank J. Bridgeman, Member

Stephen S. Gosselin, Member

COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS;

On this ---------- day of _____, 2004, before me, the undersigned notary public, personally appeared ***Frank J. Bridgeman*** and ***Stephen S. Gosselin*** and proved to me through satisfactory evidence of identification, which was a Massachusetts Drivers License, 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 for Boxberry Development, LLC, a limited liability company.

_____ [official signature and seal of notary]
Robert P. Dolbec, Jr.
My Commission Expires: 12/9/05

BOXBERRY SQUARE CONDOMINIUM TRUST

RULES AND REGULATIONS

I. Use of Unit

1. No Unit Owner shall do or permit to be done anything in or about his or her unit which will interfere with the rights, comfort, or convenience of other unit Owners, it being the intent that Boxberry Square Condominium shall be a residential community wherein all residence shall live in a peaceful and tranquil environment.

2. No industry, business, trade, commercial, or professional activities shall be conducted, maintained, or permitted on any part of the Condominium property; and no sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the unit, except such as shall have been approved in writing by the Trustees.

3. Each Unit Owner shall keep in his or her unit to which he or she has sole access in a good state of preservation and cleanliness.

4. No Unit Owner shall keep in his or her unit any inflammable, combustible, or explosive material, chemical or substance, except such commercial produces as a required in normal household use, and no Unit Owner shall barbecue or cook on the decks or balconies of the units.

5. No electrical device creating unusual electrical overloading may be used in the Town Home Unit without permission from the Trustees.

6. Owners shall not cause or permit anything to be hung, affixed, attached, or displayed on the outside of windows, or placed on the outside walls, roofs or doors of a building and no sign, awning, canopy, or shutter shall be affixed to or placed upon the exterior walls or doors, roof, or any part thereof or exposed on or at any window.

7. Nothing shall be done in any unit or in, on, or to the common areas or facilities which will impair the structural integrity of any building or which would structurally change any of the buildings.

8. Garbage and refuse from the units shall be disposed of only in such manner as the Trustees may direct.

9. The Trustees, or their designated agent, may retain a pass key to the premises for use in emergency situation or for access to repair or maintain common elements. No Owner shall alter any lock or install a new lock on any door of the premises without the written consent of the Board of Trustees. In the event such consent is given, the Owner shall provide the Trustees, or its agent, with an additional key pursuant to its right of access to the demised premises.

Unit, who owns a dog, cat or other pet animal or bird at the time of the purchase of the Unit, may request a written waiver of this restriction from the Trustees of the Boxberry Square Condominium Trust, who shall have the sole and exclusive right to determine whether to grant the waiver. Any such waiver shall terminate automatically when the Unit owner, for any reason, is no longer able to keep the pet in the Unit. The Trustees of the Boxberry Square Condominium Trust shall have the right to revoke the waiver at any time, without prior notice to the Unit, and shall impose any such other rules and regulations as they may deem just and proper for any pet in the Units or Common Areas and Facilities pursuant to any waiver of this restriction.

III. Actions of the Unit Owners

1. No noxious or offensive activities shall be carried on in any unit, including the creation of noise, odor, and vibration, or in the common areas or common facilities of the Condominium; nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit owner shall make or permit any disturbing noises in the buildings by him or her, his or her family, his or her tenants, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or conveniences of other unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument or operation, or suffer to be operated a phonograph, television set, or radio in the premises at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners.

2. Unit Owners shall comply with and conform to all applicable laws and regulations of the United States, Commonwealth of Massachusetts, and all ordinances, rules, and regulations of the Town of Rockland and shall indemnify and save the Condominium Trust or other Unit Owners harmless from all fines and penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

3. Unit Owners shall be held responsible for the actions of their children, tenants, licensees, occupants, guests and invitees.

IV. Insurance

1. Nothing shall be done or kept which will increase the rate of insurance on or any of the buildings, or contents thereof, applicable for residential use, without the prior written approval of the Trustees. No unit Owner shall permit anything to be done, or kept in his or her unit, or in the common areas or common facilities which will result in the cancellation of insurance on any of the buildings, or contents thereof, or which would be in violation of any law. No waste shall be committed in the common areas.

2. The Unit Owner shall comply with the rules and regulations of the New England Fire Rating Association or other insurance inspection or rating bureau having jurisdiction thereof and with the rules and regulations contained in any fire insurance policy p\upon any building of the Condominium or the property contained therein.

3. Damage by fire or accident affecting the unit, common areas or common facilities or the liability of the Unit Owners or the Condominium Trust will be promptly reported to the Trustees immediately following the occurrence thereof.

V. Motor Vehicles

1. The common parking area shall not be use for any purpose other than to park duly registered, operable passenger automobiles excluding specifically trailers or boats and trucks and commercial vehicles unless same are on the premises for business purposes. No automobile shall be parked in such manner as to impede or prevent ready access to another owner's parking space.

2. No unregistered automobiles or other vehicles may be stored or parked on any of the common areas of the Condominium.

3. No occupants of any Unit shall be allowed to keep or park more than two (2) registered and insured motor vehicles, including, all passenger cars, trucks & SUVs, in the designated parking spaces in the common areas and facilities of the Condominium. No commercial vehicles, RVs, campers, trailers of any kind, and boats or personal watercraft of any kind shall be permitted parked or stored in or on the common areas and facilities of the Condominium.

VI. General

1. No part of the common areas or common facilities of the Condominium shall be used for other than the purposes for which such part was designed or designated.

2. The recreational facilities, including but not limited to the tennis court, are for the exclusive use of Owners of Units, their families, their tenants and their invited guests and all such recreational facilities shall be used in accordance with rules and regulations adopted by the Trustees.

VII. Administration

1. Any consent or approval given under these rules and regulations may be added to, amended, or revoked at any time by the Trustees.

2. No Unit Owner shall send any employee of the Trust out of the Condominium or on any private business of the Unit Owners.

3. Any complaint regarding the management of the Condominium or regarding actions of other Unit Owners shall be made in writing to the Trustees or their designated agent.

4. All monthly charges shall be paid to the Trustees or their designated agents only. The Trust and the Trustees accept no responsibility for any payments made to unauthorized persons.

5. These rules and regulations (including the rules and regulations relating to recreational facilities of the condominium) may, from time to time, be amended, modified, rescinded, or otherwise changed by the Trustees, and other rules and regulations may be adopted by the Trustees, provided, however, a Unit Owner shall not be bound by such amendment, modification, or change until said Unit Owner has notice of such change. For purposes hereof, a notice of such amendment, modification or change conspicuously posted shall be deemed notice to all.

6. The Trustees from time to time promulgate rules and regulations for the use of the club house and other recreational facilities of the Condominium, if any there be.

PHASED UNIT DEED
BOXBERRY SQUARE CONDOMINIUM

Boxberry Development, LLC, a Massachusetts Limited Liability Company with a principal place of business located at 190 Old Derby Street, Suite 301, Hingham, Massachusetts 02043, for the consideration paid of $_____, hereby grants, with Quitclaim Covenants to:

the following premises in the Boxberry Square Condominium (the "Condominium"), in Rockland, Plymouth County, Massachusetts, created by the Master Deed, dated _____, 2004, and recorded on _____, 2004 in said Plymouth County Registry of Deeds, in Book _____, Page_____, (the "Master Deed"),

Unit No._____ in **Phase I, Building** _____ (the "Unit"), the post office address of which is:_____, Rockland, Massachusetts, together with an undivided ____ percentage interest appertaining to said Unit in the common areas and facilities of said Condominium, and together with the rights and easements appurtenant to said Unit as set forth in the Master Deed. Attached hereto are copies of portions of the plans attached to the Master Deed, bearing the verified statement of a registered land surveyor certifying that they show the unit designation of the Unit hereby conveyed and of immediately adjoining units, and that they fully and accurately depict the layout of the Unit hereby conveyed, its location, dimensions, approximate area, main entrance, and immediate common areas to which it has access, as built.

The Unit is intended to be used solely for residential purposes as set forth in Article 7 of the Maser Deed, and is subject to the restrictions as set forth in Article 8 of the Master Deed, the terms and provisions of the Boxberry Square Condominium Trust, its by-laws and all rules and regulations promulgated thereunder and provides that any failure to comply with the terms of such documents shall be a default thereunder.

The Unit is hereby conveyed subject to and with the benefit of (a) the provisions of Massachusetts General Law, Chapter 183A; (b) the terms and provisions of said Master Deed, the Declaration of Trust and any rules and regulations promulgated thereunder, and the obligations thereunder to pay the proportionate share attributable to said unit of the common expenses duly established; (c) such taxes attributable to said unit for the current fiscal year as are not now due and payable, all of which the Grantee(s), by acceptance hereof, agree(s) to comply with, perform, assume and pay; and (d) all rights, reservations, easements, including utility easements, restrictions and other matters contained or referenced in said Master Deed.

By acceptance hereof, the Grantee(s), for themselves and their heirs, successors and assigns, hereby expressly acknowledge and agree that the Grantor, as Declarant of the Master Deed, has reserved and shall have the rights, as set forth in Article 9 of the Master Deed, to amend the Master Deed to include in the Condominium any Subsequent Phases as described and defined in the Master Deed, and as shown on the plans recorded therewith, whereupon the percentage of interest of the Unit hereby conveyed in the common areas and facilities will be changed as therein provided; and to that end, the Grantee(s) hereby constitute and appoint the Grantor the true and lawful attorney of the Grantee(s) in the name and stead and on behalf of the Grantee(s) to execute, acknowledge, deliver and record with Plymouth County Registry of Deeds any such amendments of the Master Deed and/ or other instruments deemed by the Grantor to be necessary or appropriate to effectuate the inclusion of any Subsequent Phases in the Condominium, the power of attorney granted being coupled with an interest and irrevocable.

For Grantor's Title, see: the deed dated October_____,.2004, recorded with Plymouth County Registry of Deeds in Book _____, Page _____.

WITNESS the execution hereof by the Grantor and Grantee(s) under seal this ____ day of _____, 2004.

BOXBERRY DEVELOPMENT, LLC

By:_____ By:_____
Frank J. Bridgeman, Member Stephen S. Gosselin, Member

Commonwealth of Massachusetts

Norfolk, SS. _____ ____, 2004

On this _____ day of _____, 2004, before me, the undersigned notary public, personally appeared Frank J. Bridgeman and Stephen J. Gosselin, and proved to me through satisfactory evidence of identification, which was my personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as a member of Boxberry Development, LLC.

_____[official signature and seal of notary]
Robert P. Dolbec, Jr.
My Commission Expires: 12/9/05

ACCEPTANCE ACKNOWLEDGED BY GRANTEE THIS _____ DAY OF _____, 2004

_____ _____
Grantee Grantee

REAL ESTATE TAX LETTER AGREEMENT

Dear [Unit Purchaser]:

Today you have purchased Unit _____, located in Building _____, in Phase I of the Boxberry Square Condominium from Boxberry Development, LLC. Owing to the fact the premises constituting the condominium was submitted to condominium status after the property tax assessments effective January 1, 2004 , I believe that the property will continue to be taxed under single ownership, rather than as separate condominium units, at least through fiscal year 2005, which ends June 30, 2005 . For fiscal year 2006, the Town of Rockland will likely be able to issue a separate tax bill to each Unit Owner, although this is not assured.

So long as the condominium property remains assessed under single ownership rather than as separate units, you will receive from the Boxberry Square Condominium Trust, four times each year, about July, October, January and April, a copy of the current tax bill together with a bill to you for your portion (___ %) of the total tax bill, without any offset, at least ten (10) days before payment is due and payable to The Town of Rockland without interest or penalty. The Boxberry Square Condominium Trust shall make payment of the entire tax bill to the Town of Rockland. Late payments will carry interest at the rate charged by the Town of Rockland, which you agree to pay, together with any reasonable cost of collection, including without limitation, attorneys' fees, incurred in collecting your payment. ***If you have mortgage on your Unit and your Lender escrows sums monthly to pay your real estate taxes, you will need to coordinate payment to the Trust with your Lender.***

It must be clearly understood that this obligation to pay taxes is independent of any other fiscal affairs of the Condominium and that the method outlined in this letter of paying a single tax bill for the entire Condominium is for the benefit of the Unit Owners only.

Boxberry Square Condominium Trust

By: _____
Frank J. Bridgeman, Trustee