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DECLARATION OF TRUST
ESTABLISHING THE
YATES HOUSE CONDOMINIUM TRUST

THIS DECLARATION OF TRUST made this 11th day of January, 1988 at Boston, County of Suffolk, Commonwealth of Massachusetts, by ROBERT A. GURMAN, of Marblehead, Essex County, Commonwealth of Massachusetts (hereinafter called the "Trustee", which term and any pronoun referring thereto shall be deemed to include his successors in trust hereunder and to mean the trustee or the trustees for the time being hereunder, wherever the context so permits).

ARTICLE I

NAME OF TRUST

The Trust hereby created shall be known as the YATES HOUSE CONDOMINIUM TRUST, and under that name, so far as 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 2.1 General Purposes as per Massachusetts
General Laws, c. 183A

All of the rights and powers in and with respect to the common areas and facilities of the YATES HOUSE CONDOMINIUM of 75 Cabot Street, Beverly, Massachusetts, established by a Master Deed of

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even date and recorded herewith, which are by virtue of 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 4.1 hereof, and in accordance with the provisions of said Chapter 183A, this Trust being the organization of the Unit Owners established pursuant to the provisions of Section 10 of said Chapter 183A for the purposes therein set forth.

Section 2.2 Trust and Not Partnership

It is hereby expressly declared that a trust and not a partnership has been created, and that the Unit Owners are beneficiaries of the Trust, 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 that of beneficiaries of the Trust, with only such rights as are conferred upon them as such beneficiaries hereunder and under and pursuant to the provisions of said Chapter 183A of the General Laws.

ARTICLE III
THE TRUSTEES

Section 3.1. There shall at all times be a Board of Trustees hereunder consisting of such number, not less than one (1) or more than five (5) as shall be determined from time to time by vote at the annual meeting of Unit Owners holding more than 50% of the beneficial interest hereunder.

Notwithstanding anything to the contrary in this Trust, until Joan L. Berrig, Trustee of the Yates House Realty Trust, Declarant of the Yates House Condominium (the "Declarant") or its successors in interest in the Condominium owns fewer than four (4) Units in the Condominium, or until three years after the recording of the Master Deed, whichever occurs first, the Declarant shall be entitled to designate such Trustees. Notwithstanding anything to the contrary in this Trust, during the time the Declarant is entitled to designate Trustees, 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 with the Essex Southern District Registry of Deeds (the "Registry of Deeds" or "Registry") stating the new Trustee's name and business address, and that such Trustee is being so designated, and containing the Trustee's acceptance of designation duly acknowledged. The Declarant's rights under this Section 3.1 shall inure to the benefit of any successor to the Declarant's interest in the Condominium.

Section 3.1 .1. Term

The term of each Trustee shall be for three (3) years from the annual meeting of Unit Owners (or Special Meeting in lieu

thereof) at which the Trustee was appointed and shall end at the annual meeting (or special meeting in lieu thereof) at which such Trustee's successor is due to be appointed; except that the term of any Trustee appointed to fill a vacancy in an unexpired term shall end when his or her predecessor's term would, but for the vacancy, have ended.

Section 3.1 .2. Vacancies; Appointment and Acceptance of Trustees.

If and whenever any Trustee's term is to expire or for any other reason, including without limitation, removal, resignation or death of a Trustee, the number of Trustees shall be less than the number established under Section 3.1, a vacancy or vacancies shall be deemed to exist. Each vacancy may be filled at any time by an instrument in writing which sets forth (i) the appointment of a natural person to act as Trustee signed by any two (2) Unit Owners who certify under oath that Unit Owners entitled to more than fifty (50%) per cent of the beneficial interest have voted to make such appointment; and (ii) the acceptance of such appointment signed and acknowledged by the person appointed. If the Unit Owners have not voted to make such appointment(s) within thirty (30) days after the vacancy or vacancies first existed, then such vacancy or vacancies may also be filled by vote of the remaining Trustee(s) by an instrument in writing which sets forth (a) the Trustee(s) appointment of a natural person to act as Trustee signed by a majority of the Trustees then in office (or by the sole Trustee if there be only one then in office); and (b) the

acceptance of such appointment signed and acknowledged by the person appointed. Any vacancy which shall continue for more than sixty days may also be filled by appointment by any Court of competent jurisdiction upon the application of one or more Unit Owner(s) or Trustees and notice to all Unit Owners and Trustees and to such other parties in interest, if any, to whom the Court may direct that notice be given.

Appointments of Trustees shall be effective upon recording with the Registry of Deeds the instrument of appointment and acceptance and such person shall then become a 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.

The foregoing provisions of this Section notwithstanding, despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining or surviving Trustee(s) shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

Section 3.2 Trustee Action

In any matter relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred, the Trustees shall act by majority vote at any duly called meeting at which a quorum, as defined in Section 5.9.1. is present. The Trustees may act without a meeting in any case by unanimous written

consent and in cases requiring in their sole judgment, response to any emergency by majority written consent.

Section 3.3 Resignation, Removal.

Any Trustee may resign at any time by instrument in writing signed and duly acknowledged by that Trustee. Resignations shall take effect upon the recording of such instrument with the Registry of Deeds. Subject to the rights of the Declarant recited in Section 3.1 to designate Trustees of its choice, any Trustee may be removed with or without cause by vote of Unit Owners entitled to more than fifty (50%) percent of the beneficial interest hereunder. The vacancy resulting from such removal shall become effective upon the recording with the Registry of Deeds of a certificate of removal signed by a majority of the remaining Trustees in Office, or by two (2) Unit Owners, who certify under oath that Unit Owners holding more than fifty (50%) percent of the beneficial interest hereunder have voted such removal. By instrument recorded with the Registry of Deeds, the Declarant may remove, with or without cause, any Trustee it is entitled to designate and appoint a successor Trustee as provided in the second paragraph of Section 3.1.

Section 3.4 Bond or Surety.

No Trustee, whether an original or successor Trustee, shall be obliged to give any bond or surety or other security for the performance of any of his or her duties hereunder, provided, however, that Unit Owners entitled to more than fifty (50%) percent of the beneficial interest of this Trust 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 3.5 Compensation of Trustees.

With the approval of a majority of the Trustees, each Trustee may receive such reasonable remuneration for his services and also additional reasonable remuneration for extraordinary or unusual services, legal or otherwise, rendered by him or her in connection with the Trust hereof, all as shall be from time to time fixed and determined by the Trustees, and such remuneration shall be a common expense of the Condominium. No compensation to Trustees may be voted by the Trustees with respect to the period before the acquisition of at least fifty-one (51%) percent of the beneficial interest hereunder by persons other than the Declarant.

Section 3.6. No Personal Liability.

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

Section 3.7 Trustees May Deal with Condominium.

No Trustee shall be disqualified by his office from contract-

ing or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his 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 interested in any way be avoided nor shall any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee'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 interest before entering into the dealing, contract or arrangement.

Section 3.8. Indemnity of Trustees.

The Trustees and each of them shall be entitled to indemnity both out of the Trust property and by the Unit Owners against any liability incurred by them or any of them in the execution hereof (except for their gross negligence or wilful and wanton conduct or illegal acts), including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines and, acting by majority, may purchase such insurance against such liability as they shall determine is reasonable and necessary, the cost of such insurance to be a common

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

ARTICLE IV

BENEFICIARIES AND THE BENEFICIAL INTEREST IN THE TRUST

Section 4.1 Beneficial Interest.

The beneficiaries of this Trust shall be the Unit Owners of Yates House Condominium. 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 4.2 Each Unit to Vote by One Person.

The beneficial interest of each Unit of the Condominium shall be held and exercised as a Unit and shall not be divided among several owners of any such Unit. To that end, whenever any Unit is owned of record by more than one person, the several owners of such Unit shall, (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder, and (b) notify the Trustees of such designation by a notice in writing signed by all of the record owners of such Unit.

Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate any one such owner for such purposes.

ARTICLE V

BY-LAWS

The provisions of this Article V shall constitute the By-Laws of this Trust and the organization of Unit Owners established hereby:

Section 5.1. Powers of the Trustees

The Trustees shall have all the powers and duties necessary for the administration of the offices of the Condominium and may do all things, subject to and in accordance with all applicable provisions of said Chapter 183A and the Master Deed, and, without limiting the generality of the foregoing, the Trustees may, with full power and uncontrolled discretion, at any time and from time to time and without the necessity of applying to any court or to the Unit Owners for leave so to do:

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

(ii) Sell, assign, convey, transfer, exchange and otherwise deal with or dispose of the Trust property, but not the whole thereof, free and discharged of any and all trusts, at public or private sale, to any person or persons for cash or on credit,

and in such manner and on such restrictions, stipulations, agreements and reservations as they shall deem proper, including the power to take back mortgages to secure the whole or any part of the purchase price of any of the Trust property sold or transferred by them and execute and deliver any deed or other instrument in connection with the foregoing;

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

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

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

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

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

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

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

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

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

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

(xii) Generally, in all matters not herein otherwise specified, control and do each and every thing necessary, suitable, convenient, or proper for the accomplishment of any of the purposes of the Trust or incidental to the powers herein or in said Chapter 183A, manage and dispose of the Trust property as if the Trustees were the absolute owners thereof and to do any and all acts, including the execution of any instruments, which by their performance thereof shall be shown to be in their judgment for the best interest of the Unit Owners.

Section 5.2 Maintenance and Repair of Units.

The Unit Owners shall be responsible for the proper maintenance and repair of their respective Units and the maintenance, repair and replacement of utility fixtures therein serving the same, including, without limitation, interior finish walls, ceilings, and floors; windows, and interior window trim; doors; door frames and interior door trim; plumbing and sanitary waste fixtures and fixtures of water and other utilities; electrical fixtures and outlets; and all wires, pipes, drains and conduits for water, sewerage, electric power and light, telephone and any other utility services which are contained in and serve such Unit. If the Trustees shall at any time in their reasonable judgment determine that the interior of any Unit is in such need of maintenance or repair, that the market value of one or more other Units is being adversely affected or that the condition of a Unit, its appurtenances or fixtures, furnishings, facility or equipment therein is hazardous to any Unit or the occupants thereof, the

Trustees shall in writing request the Unit Owner to perform the needed maintenance, repair or replacement or to correct the hazardous condition, and in case such work shall not have been commenced within fifteen (15) days (or such reasonable shorter period in case of emergency as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of such Unit Owner and to enter upon and have access to such Unit for that purpose. The reasonable cost of such work shall constitute a lien upon such Unit and the Unit Owner shall be personally liable therefor.

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

Section 5.3.1. Maintenance, Repair and Replacement of Common Areas and Facilities; Assessment of Common Expenses Therefor.

The Trustees shall be responsible for the proper maintenance, repair and replacement of the common areas and facilities of the Condominium (see Section 5.5 for specific provisions dealing with repairs and replacement necessitated because of casualty loss), which may be done through the managing agent, as hereinafter provided, and any Trustee or the managing agent or any others who may be so designated by the Trustees may approve payment of vouchers for such work. The expenses of such maintenance, repair and replacements shall be assessed to the Unit Owners as common

expenses of the Condominium at such times and in such amounts as provided in Section 5.4.

Section 5.3.2. Connecting Units; Exclusive Use of Common Areas.

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

The Trustees may authorize the exclusive use of one or more common areas be assigned to one or more Units for such time and on

such conditions as the Trustees may determine, which conditions may, without limitation, include a requirement that the Unit Owners so benefited pay, as additional common expenses, such costs of said common areas as the Trustees from time to time may determine. The failure of the Trustees granting said exclusive use to require payment of any such costs as a condition of such exclusive use shall not preclude those Trustees, or any successor Trustees, from imposing reasonable additional common expenses for the exclusive use of said common areas. Unless otherwise provided in a writing signed by a majority of the Trustees and recorded with the Registry of Deeds, such rights of exclusive use of common areas shall be personal to the Unit Owners to whom granted and shall terminate when such Unit Owners no longer own the Units so benefited.

Section 5.4 Common Expense Funds

Section 5.4.1. Reserve Funds

The Unit Owners shall be liable for common expenses and subject to the Trustees' judgment as to reserve and contingent liability funds stated below, shall be entitled to surplus accumulations if any, of the Condominium in proportion to their beneficial interest in the Trust. The Trustees may from time to time distribute surplus accumulations, if any, among the Unit Owners in such proportions. The Trustees shall, to the extent they deem advisable, set aside common funds so set aside for reduction of indebtedness or other lawful capital purposes, or, subject to the provisions of the following Section 5.4.2 and 5.4.4., for repair, rebuilding or restoration of the Trust property or for

improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.

Section 5.4.2. Estimates of Common Expenses and Assessments

At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the Trustees shall estimate the common expenses expected to be incurred during the next fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed surplus accumulations from prior years, shall determine the assessment to be made for the next fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessment, according to their beneficial interest in the common areas and facilities, and such statements shall, unless otherwise provided therein, be due and payable within thirty (30) days after the same are rendered. In the event that the Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, the Trustees shall make a supplemental assessment or assessments and render statements therefor in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The Trustees shall provide for payments of statements in monthly or other installments. The amount of each such statement shall be a personal liability of each Unit Owner (jointly and severally among the owners of each unit) and, if not paid when due, or upon the expiration of such grace period as the Trustees may (but need not)

designate, shall carry a late charge in such amount or at such rate (which amount or rate need not be in proportion to the beneficial interests in this Trust) as the Trustees shall determine and, together with any such late amount or charge and attorneys' fees for collection as hereinafter provided, shall constitute a lien on the Unit pursuant to the provisions of Section 6 of Chapter 183A. 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 and enforcement of said lien. Tax lien assessments and charges which may become liens prior to a first mortgage under local law relate only to individual condominium units and not to the condominium project as a whole.

Section 5.4.3. Trustees Authorize Tax Abatement Application

No Unit Owner shall file an application for abatement of real estate taxes without the written approval of the Trustees, which approval shall not be unreasonably withheld.

Section 5.4.4. Application of Common Funds

The Trustees shall expend common funds only for the purposes permitted by this Trust and by Chapter 183A.

Section 5.4.5. Notice of Default to Mortgagees

Upon written request addressed to the Trustees by a first mortgagee of any unit, the Trustees shall notify such mortgagee of any default of sixty (60) days or more by the mortgagor(s) of such

Unit in the performance of the mortgagor's obligations under the Master Deed or this Declaration of Trust.

Section 5.5 Rebuilding and Restoration, Improvements

Section 5.5.1 Rebuilding and Restoration

In the event of any casualty loss to the Trust property the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten (10%) percent 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 (10%) percent of such value, the Trustee(s) shall proceed with the necessary repairs, rebuilding or restoration in the manner provided in Paragraph (a) of Section 17 of Chapter 183A. If such loss as so determined does exceed ten (10%) percent of such value, the Trustees shall forthwith submit to all Unit Owners:

(i) A form of agreement (which may be in several counterparts) by the Unit Owners authorizing the Trustees to proceed with the necessary repair, rebuilding or restoration; and

(ii) A copy of the provisions of said Section 17; and the Trustees shall thereafter proceed in accordance with and take such further action as they may in their discretion deem advisable in order to implement the provisions of Paragraph (b) of said Section 17.

Section 5.5.2 Submission to Unit Owners of Proposed Improvements

If and whenever the Trustees shall propose to make any improvement to the common areas and facilities of the Condominium,

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

Section 5.5.3 Arbitration of Disputed Trustee Action

Notwithstanding anything in Section 5.5.1 and 5.5.2; (a) In

the event that any Unit Owner(s) shall by written notice to the Trustees dissent from any determination of the Trustees with respect to the value of the Condominium or any other determination or action of the Trustees under this Section 5.5, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owner(s) shall submit the matter to arbitration. For that purpose one (1) arbitrator shall be designated by the Trustees, one (1) by the dissenting Unit Owner(s), and a third by the two (2) arbitrators so designated. Such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association and shall be binding upon all parties. The Trustees' decision that work constitutes a repair, rebuilding or restoration other than an improvement shall be conclusive unless shown to have been made in bad faith. The Trustees shall in no event be obliged to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the Trustees' estimate of all costs thereof.

Section 5.6 Administrative Rules and Regulations

The 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 the

Master Deed and are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the common areas and facilities. Trustees do hereby adopt the initial Rules and Regulations annexed to this Declaration of Trust. The Trustees may enforce the Rules and Regulations by imposition of fines previously established or in any other manner permitted by law, including without limitation by court action for injunctive relief and damages.

Section 5.7 Managing Agent

The Trustees may, at their discretion, appoint a Manager or Managing Agent to administer the management and operation of the Condominium, including the incurring of expenses, the making of disbursements and the keeping of accounts, as the Trustees shall from time to time determine. The Trustees or such Manager or Managing Agent may appoint, employ and remove such additional agents, attorneys, accountants or employees as the Trustees may from time to time determine. Any such contract or agreement shall not exceed two (2) years in duration and such contract or agreement must provide for termination by either party without cause and without payment of a termination fee upon ninety (90) days or less written notice.

Section 5.8 Insurance

Section 5.8.1 Basic Insurance

The Trustee(s) shall obtain and maintain, to the extent reasonably available in the insurance market, master policies of insurance of the following kinds, naming as insureds the Trust, the

Trustee(s), all of the Unit Owners and their mortgagees as their interests may appear:

A. Casualty or physical damage insurance on the building and all other insurable improvements forming part of the Condominium (excluding all property of the Unit Owners therein), now existing or as they may from time to time be increased by amendment to the Master Deed, together with the service machinery, apparatus, equipment and installations located in the Condominium and existing for the provision of central services or for common use, in an amount not less than one hundred (100%) percent of their full replacement value (exclusive of foundations) as determined by the Trustees in their judgment against: (1) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, together with coverage for the payment of common expenses with respect to damaged Units during the period of reconstruction; and (2) such other hazards and risks as the Trustees from time to time in their discretion shall determine to be appropriate, including but not limited to vandalism, malicious mischief, windstorm and water damage, boiler and machinery explosion or damage and plate glass damage. All policies of casualty or physical damage insurance shall provide (to the extent such clauses are so obtainable); that such policies may not be cancelled or substantially modified without at least ten (10) days notice to all of the insureds including each Unit mortgagee. Certificates of such insurance and all renewals thereof, together with proof of payment of premiums shall be delivered by the

Trustees to all Unit Owners and their mortgagees upon request at least ten (10) days prior to the expiration of then current policies;

B. Comprehensive public liability insurance in such amounts and forms as shall be determined by the Trustees, covering the Trust, the Trustees, all of the Unit Owners and any Manager or Managing Agent of the Condominium, with limits of not less than a single limit of \$1,000,000.00 for claims for bodily injury or property damage arising out of one occurrence, and a limit of \$50,000.00 for each occurrence for water damage legal liability, and with cross liability endorsement to cover liability of any insured to other insureds.

C. Workmen's compensation and employer's liability insurance covering any employee of the Trust;

The Trustees may, in their sole discretion, purchase such other insurance as they shall determine.

Section 5.8.2 Payment to Trustees in Case of Loss

Such master policies shall provide that all casualty loss proceeds thereunder shall be paid to the Trustees as Insurance Trustees under these By-Laws. The duty of the Trustees as such Insurance Trustees shall be to receive such proceeds as are paid and to hold, use and disburse the same for the purposes stated in this Section and in Section 5.5. If repair or restoration of the damaged portions of the Condominium is to be made, all insurance loss proceeds shall be held in shares for the Trust and the Owners of damaged Units in proportion to the respective costs of repair or

restoration of common areas and facilities and the damaged Units, with each share to be disbursed to defray the respective costs of repair or restoration of the damaged common areas and facilities and damaged Units, and with any excess of any such share of proceeds above such costs of repairs or restoration to be paid to the Trust or Unit Owner for whom held upon completion of repair or restoration; but if pursuant to Section 5.5, restoration or repair is not to be made, all insurance loss proceeds shall be held as common funds of the Trust and applied for the benefit of Unit Owners in proportion to their percentage of beneficial interest if the Condominium is totally destroyed, and, in the event of a partial destruction, after payment of 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.

Section 5.8.3 Other Provisions

In addition to the coverage and provisions set forth in Section 5.8.1, the Trustees shall, in their discretion, see that all policies of physical damage insurance: (1) shall contain waivers of subrogation by the insurer as to any claim against the Condominium, the Trustees, their employees, Unit Owners and members of the family of any Unit Owner who reside with said Unit Owner, except in cases of arson and fraud; (2) shall contain a waiver of

defense of invalidity on account of the conduct of any of the Unit Owners over which the Trustees have "no control"; (3) shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Unit Owners or their mortgagees; and (4) shall exclude policies obtained by individual Unit Owners from any consideration under "no other insurance" clause. The Trustees may include a deductible provision, up to \$5,000.00, in their own discretion and in such greater amounts as the owners of all Units may authorize in writing, in any of such insurance policies.

Section 5.8.4 Owner's Insurance and Responsibility for Increase in Premiums of Master Policy

Each Unit Owner may obtain additional insurance for his or her own benefit at his or her own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Trustees pursuant to Section 5.8.1 above, 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 5.8 as if produced by such coverage. Copies of all such policies (except policies covering only personal property of individual Unit Owners) shall be filed with the Trustees.

Section 5.8.5 Notice of Owner's Improvements

Each Unit Owner shall notify the Trustees of all improvements to his or her Unit (except personal property other than fixtures)

which exceed a total value of One Thousand Dollars (\$1,000.00) within twenty (20) days after the commencement of construction of such improvements and upon receipt of such notice, the Trustees shall notify the insurer under any policy obtained pursuant to Section 5.8.1 hereof of any such improvements.

Section 5.8.6 Insurance a Common Expense

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

Section 5.9 Meetings

Section 5.9.1. Meetings of Trustees

The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect a Chairman, Treasurer, Secretary and any other officers they deem expedient. Other meetings may be called by any Trustee (if there be no more than three then in office), or by any two Trustees (if there be more than three then in office), and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting stating the place, day and hour thereof shall be given at least two (2) days before such meeting to each Trustee. A majority of the Trustees then in office shall constitute a quorum at all meetings. Such meetings shall be conducted in accordance with such rules as the Trustees may adopt.

Section 5.9.2 Meetings of Unit Owners

There shall be an annual meeting of the Unit Owners on the first day of March, in each year at 8:00 p.m. at such reasonable

place as may be designated by the Trustees by written notice given to the Unit Owners at least fourteen (14) days prior to the date so designated. Special meetings (including a meeting in lieu of a passed annual meeting) of the Unit Owners may be called at any time by the Trustees and shall be called by them upon the written request of Unit Owners entitled to more than thirty-three (33%) percent of the beneficial interest of the Trust. Written notice of any such special meeting designating the place, day and hour thereof shall be given by the Trustees to the Unit Owners at least seven (7) days prior to the date so designated.

Section 5.9.3 Notice of Certain Matters; Quorum; Majority Vote

Whenever at any meeting the Trustees propose to submit to the Unit Owners any matter with respect to which specific approval of, or action by, the Unit Owners if required by law or this Trust, the notice of such meeting shall so state and reasonably specify such matter. Unit Owners entitled to not less than fifty-one (51%) percent of the beneficial interest of this Trust shall constitute a quorum at all meetings. Any action voted at a meeting shall require the vote of fifty-one (51%) percent of the beneficial interest in the Trust except where the other provisions of this Trust or Chapter 183A require a larger percentage.

Section 5.10 Notices to Unit Owners

Every notice to any Unit Owner required under the provisions of this Trust which may be deemed by the Trustees necessary or desirable in connection with the execution of the Trust created hereby or which may be ordered in any judicial proceeding shall be

deemed sufficient and binding if in writing addressed to the Owner of such Unit last appearing on the Trustees' records, postage prepaid, to such person at his address last appearing on the Trustees' records if other than the Unit or else mailed or delivered to the Unit at least seven (7) days prior to the date fixed for the happening of the matter, thing or event for which such notice is given. The Owners or Owners of each Unit shall have the responsibility of providing the Trustees with the correct name of the present Owners of the Unit and any address other than the Unit to which they desire notices to be mailed as to which matters the Trustees shall have no duty of inquiring beyond their records.

Section 5.11 Inspection of Books, Reports to Unit Owners

Books, accounts and records of the Trustees shall be open to inspection by any one or more of the Trustees and the Unit Owners and the first mortgagees of any Unit at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient for them, submit to the Unit Owners a report of the operations of the Trust for such year. If the Trustees so determine or if any Unit Owner so requests in writing to the Trustees, the report shall include financial statements by a certified public accountant which may, but need not be, certified as the Trustees shall determine, and shall be in such summary form and in only such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by registered mail within a period of

one (1) month of the date of receipt by him shall be deemed to have assented thereto.

Section 5.12 Checks, Notes, Drafts and Other Instruments

Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the name of the Trustees or of the Trust may be signed by any two (2) Trustees (or by one Trustee if there is only one), or by any person(s) to whom such power may at any time or from time to time be delegated by a majority of the Trustees.

Section 5.13 Fiscal Year

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

ARTICLE VI

RIGHTS AND OBLIGATIONS OF THIRD PARTIES DEALING WITH THE TRUSTEES

Section 6.1 Reliance on Identity of Trustees.

No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear on record in the Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees under this Trust, or be affected by any notice, implied or actual, otherwise than by a certificate thereof, and such record or certificate shall be conclusive evidence of the personnel of the Trustees and of any changes therein. The receipts of the Trustees, or any one or more of them, for moneys or things paid or delivered to them or him shall be effectual discharges therefrom to the persons paying or delivering the same and no

person from whom the Trustees, or any one or more of them, shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was Trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees, and any instrument of appointment of a new Trustee or resignation or removal of an old Trustee purporting to be executed by the Trustees, Unit Owners or other persons required by this Trust to execute the same, shall be conclusive in favor of any purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation, removal or appointment or the occasion thereof.

Section 6.2 Personal Liability Excluded.

No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable

proceedings, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees shall look only to the Trust property for any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under provisions of Section 3.8 of this Trust or under the provisions of Chapter 183A.

Section 6.3 All Obligations Subject to this Trust.

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

Section 6.4 Further Matters of Reliance.

This Declaration of Trust and any amendments to this Trust and any certificate required by the terms of this Trust to be recorded and any other certificate or paper signed by the Trustees or any of them which it may be deemed desirable to record shall be recorded with the Registry of Deeds and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any

manner whatsoever with the Trustees, the Trust property or any beneficiary thereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with said Registry of Deeds. Any certificate signed by two Trustees in office at the time (only one Trustee if there is only one at the time), setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries and as to matters determining the authority of the Trustees, or any one of them to do any act, when duly acknowledged and recorded with the Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by any Trustee hereunder, or by a majority of the Trustees hereunder setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustee or majority, as the case may be, shall, as to all persons acting in good faith in reliance thereon be conclusive evidence of the truth of the statements made in such certificate, the existence of the facts therein set forth and the existence of the authority of such one or more Trustees to execute and deliver the designated instrument on behalf of the Trust.

Section 6.5 Common Expenses in Event of Unit Mortgage
Foreclosure.

Any first mortgagee, in the event of foreclosure of its mortgage, shall take such Unit free of any claims for unpaid common expenses or assessments against such Unit to the extent provided by law.

Section 6.6 Common Expense Certificates.

Notwithstanding any other provision of this Article VI, any Certificate setting forth the amount of unpaid common expenses assessed against any Unit Owner as provided by subsection (d) of Section 6 of Chapter 183A, shall be conclusive evidence of the facts stated therein if signed by any one (1) Trustee then in office.

ARTICLE VII

AMENDMENTS AND TERMINATION

Section 7.1 Amendments.

The Trustees, with the consent in writing of Unit Owners entitled to not less than 75% of the beneficial interest in this Trust, may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change, (a) according to the purport of which the percentage of the beneficial interest hereunder of any Unit Owner would be altered or in any manner or to any extent

whatsoever modified or affected, so as to be different from the percentage of the individual interest of such Unit Owner in the common areas and facilities as set forth in the Master Deed, and any amendments thereto, or (b) which would render this Trust contrary to or inconsistent with any requirements or provisions of Chapter 183A, shall be valid or effective. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with the Registry of Deeds of an instrument or 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 then in office (or one Trustee if there be only one in office), setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners required by this Trust to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes. Nothing in this paragraph shall be construed as making it obligatory upon the Trustees to amend, alter, add to or change the Declaration of Trust upon obtaining the necessary consent as hereinbefore provided.

Section 7.2. Termination

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

Section 7.3. Disposition of Trust Property Upon Termination

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

Section 7.4 Consent of Mortgagees.

Notwithstanding the foregoing provisions of this Article VII, unless at least 75% of the first mortgagees (based upon one vote for each mortgage owned) of Units have given their prior written approval, neither the Trustees nor the Unit Owners shall: (1) by act or omission seek to abandon or terminate the condominium regime; (2) change the percentage interest of any Unit for (i) purposes of levying assessments or allocating distributions of hazard insurance proceeds or condemnation awards and for (ii) determining the percentage interest of ownership of each Unit in appurtenant real estate and any improvements thereon which are owned by the Unit Owners in the Condominium in undivided interests ("common elements"); (3) partition or subdivide any Unit; (4) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common elements (but 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 (5) use hazard insurance proceeds for losses to any condominium property (whether to Units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units and/or common elements of the Condominium.

ARTICLE VIII

CONSTRUCTION AND INTERPRETATION

In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations, unless a contrary intention is reasonably required by the subject matter or context. The title headings of different parts hereof are inserted only for convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts. Unless the context otherwise indicates, words defined in Chapter 183A shall have the same meaning herein.

IN WITNESS WHEREOF, the said ROBERT A. GURMAN, has hereunto set his hand and seal the day and year first above written.

Robert A. Gorman - Trustee

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

January 11, 1988

Then personally appeared the above-named ROBERT A. GURMAN, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me

Deborah B. Ritter
Notary Public Deborah B. Ritter
My commission expires: 4/13/90