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CONCORD RIVER FALLS CONDOMINIUM TRUST

THIS DECLARATION OF TRUST made by **EDWARD R. PARTYKA, TRUSTEE OF CANALSIDE REALTY TRUST**, u/d/t dated December 13, 1985 recorded with the Middlesex North District Registry of Deeds in Book 3297, Page 10, as amended, of Lowell, Middlesex County Massachusetts, (hereinafter "Trustee" or "Trustees", which term and any pronoun referring thereto shall be deemed to include any successors in trust hereunder and to mean the trustees for the time being hereunder wherever the context so permits).

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ARTICLE I

Name of Trust

The Trust created hereby shall be known as:

CONCORD RIVER FALLS CONDOMINIUM TRUST

ARTICLE II

The Trust and Its Purposes

2.1 General Purposes. This Trust is created as the organization of unit owners (hereinafter the "Owners" or "Unit Owners") as required by the provisions of Chapter 183A, as amended, of the Massachusetts General Laws (hereinafter "Chapter 183A") for the purpose of managing **CONCORD RIVER FALLS CONDOMINIUM**, a condominium (hereinafter the "Condominium") established by a Master Deed (hereinafter the "Master Deed") executed by **EDWARD R. PARTYKA, TRUSTEE OF CANALSIDE REALTY TRUST**, (hereinafter called the "Declarant"), which term shall also include all persons or entities which may succeed to the Declarant's position as developer of the Condominium in accordance with the definition of Declarant contained in Paragraph 14 of the Master Deed, dated the same date as the date of this Trust and recorded herewith.

2.2 Definitions. Unless the context otherwise requires, the words defined in the Master Deed and the definitions contained in Section 1 of Chapter 183A shall be applicable to this Trust.

2.3 Trust and Not Partnership. It is hereby expressly declared that a trust and not a partnership or corporation is hereby created, and that the Unit Owners are beneficiaries and not partners or associates between or among themselves with respect to the trust property, and hold no relation to the Trustees other than as beneficiaries hereunder.

2.4 Property Held in Trust. All property, real and personal, tangible and intangible, conveyed to or held hereunder by the Trustees shall vest in the Trustees, in trust, to manage, administer and dispose of the same, exclusive of the common areas and facilities, and to receive and/or distribute the income and/or principal thereof for the benefit of the Owners from time to time of the Units of the Condominium. The beneficial interest of each Unit Owner is set forth in Exhibit B of the Master Deed, which interest is equal to the percentage of undivided interest of each Owner's Unit in the Common Areas and Facilities of the Condominium.

ARTICLE III

The Trustees

3.1 Number of Trustees; Term of Office; Vacancies. There shall be at all times three (3) Trustees. Until the "takeover event", as hereinafter defined, the Trustees shall be designated by the Declarant, and may consist of as little as one (1) Trustee. Upon the occurrence of the "takeover event", which shall be no later than two (2) years after the first Unit has been conveyed to a unit purchaser, the term of office of the original Trustees or their successors designated by the Declarant, shall be deemed vacant so as to permit such vacancies to be filled in the manner hereinafter set forth. Until such vacancies have been filled, or until the expiration of a period of thirty (30) days after the occurrence of the takeover event, whichever shall first occur, the Trustees may continue to act hereunder. The term of office of the Trustees elected or appointed to fill the vacancies of the original Trustees or the successors to the original Trustees designated by the Declarant shall be for the period until the annual meeting of the Unit Owners immediately succeeding their election or appointment and until their successors have been elected or appointed and qualified. Thereafter, the term of office of the Trustees shall be for a period of one (1) year and until their successors have been elected or appointed and qualified.

3.2 Election of Trustees. The Owner(s) of each Unit shall each elect one Trustee at any annual or special meeting of the Unit Owners. Upon such election, a certificate of election setting forth the name(s) of the new Trustee(s) and reciting that they have been duly elected shall be recorded at the Registry of Deeds. In this Trust, the meaning of "Registry of Deeds" shall be limited to that Registry district in which the Condominium land is located.

3.3 Vacancies. Except in the case of the original Trustees hereunder or any successor Trustee or Trustees as designated by the Declarant, if and whenever the number of Trustees shall become less than three (3), a vacancy or vacancies in said office shall be deemed to exist. Each such vacancy shall be filled by the appointment of a successor designated by the owner of any Unit not so represented by a Trustee. Each appointment to fill a vacancy shall become effective upon recording with the Registry of Deeds of an instrument in writing signed by such successor. If for any reason any successor shall not be so designated within sixty (60) days after the

vacancy in office occurs, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any Court of competent jurisdiction upon the application of any Unit Owner upon notice to all Unit Owners and Trustees and to such others as the Court may direct.

3.4 Quorum and Action by Trustees. The Trustees may act in unison at any duly called meeting. The Trustees may also act without a meeting if a written consent is signed by both of the Trustees then in office.

3.5 No Bond by Trustees. It is not necessary that any Trustee shall be covered by a fidelity bond.

3.6 Resignation of Trustee. Any Trustee may resign by notice in writing given to the other Trustee of the Trust. Such written resignation shall be recorded at the Registry of Deeds.

3.7 Compensation of Trustees. No Trustees shall receive compensation for their service.

3.8 No Liability If In Good Faith. No Trustee shall be personally liable or accountable out of her or his personal assets by reason of any action taken, suffered or omitted in good faith, or by reason of honest errors of judgment, mistakes of fact or law, the existence of any personal or adverse interest, or by reason of anything except her or his own willful malfeasance and default.

3.9 Dealing with Trust No Prohibited. No Trustee or Unit Owner shall be disqualified by their office from contracting or dealing directly or indirectly with the Trustees or with one or both Unit Owners, nor shall any such dealing, contract or arrangement entered into in respect to this Trust, in which any Trustee or Unit Owner shall be in any way interested, be avoided, nor shall any Trustee or Unit Owner so dealing or contracting 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, or by reason of such Unit Owners status, provided the Trustee or Unit Owner shall act in good faith and shall disclose the nature of his or her interest before the dealing, contract or arrangements entered into.

3.10 Indemnity. 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 Chapter 183A. Nothing contained in this paragraph shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument.

ARTICLE IV

Beneficiaries and Beneficial Interest

4.1 Percentage Interest. The beneficiaries shall be the Unit Owners of the Condominium from time to time. The beneficial interest in the trust hereunder shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium as set forth in Exhibit B of the Master Deed.

4.2 Persons to Vote as Unit Owners. The beneficial interest of each Unit of the Condominium shall be held as a unit and shall not be divided among the several owners of any such Unit. To that end, whenever any of said Units is owned of record by more than one person, the several owners of such Unit shall determine and designate which one of such owners or other person shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder, and it shall be conclusively presumed that any Unit Owner attending any meeting has obtained such authorization unless an objection has been filed with the Trustees prior to or at said meeting.

4.3 Voting Power of the Unit Owners. Each Unit Owner, including the Declarant, shall have voting power in the affairs of the Condominium equal to the percentage of undivided beneficial interest appertaining to the Unit as set forth in Exhibit B of the Master Deed.

ARTICLE V

By-Laws

The provisions of this ARTICLE V shall constitute the By-Laws (the "By-Laws") of this Trust and the organization of Unit Owners established hereby.

5.1 Powers and Duties of the Trustees. The Trustees shall have the powers and duties specifically conferred upon them by Chapter 183A, the Master Deed and these By-Laws, and all other powers and duties necessary for the administration of the affairs of the Condominium (except as otherwise provided by law, the Master Deed or these By-Laws), including, without limiting the generality of the foregoing, the following powers and duties:

5.1.1 To appoint and remove at pleasure all agents and employees of the Trust, prescribe their duties, fix their compensation, and require of them such security or fidelity bond(s) as they may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Unit Owner or Trustee in any capacity whatsoever.

5.1.2 To establish, levy and assess, and collect general and special assessments for common expenses referred to in Section 5.5 hereof. Assessments for common expenses shall commence upon conveyance of the first Unit.

5.1.3 To do all things necessary to operate, maintain, repair, improve, replace, alter and otherwise administer and care for the Common Areas and Facilities and, to the extent provided in the Master Deed and these By-Laws, maintain, repair and care for the Units.

5.1.4 To obtain all policies of insurance required by these By-Laws and such other insurance as may be required by law or as the Trustees may from time to time determine.

5.1.5 To obtain any legal, architectural, accounting, administrative and other services deemed advisable by the Trustees, including the services of a manager and any other personnel, to whom the Trustees, except to the extent limited by Chapter 183A, the Master Deed, or these By-Laws, (including this Section 5.1), may delegate certain of its powers and duties. The Trustees shall be entitled to rely upon the advice and counsel of attorneys, architects, accountants and other advisors hired by them and shall be protected in so doing.

5.1.6 To adopt, amend, modify and rescind from time to time and enforce rules and regulations (the "Condominium Rules") governing the use of the Condominium and the personal conduct of the Unit Owners and their families, tenants and guests thereon.

5.1.7 To cause to be kept a complete record of all their acts and affairs of the Trust.

5.1.8 To purchase, or otherwise acquire title to or an interest in, sell, and otherwise maintain, manage, hold, use, and encumber and dispose of any property, real or personal, tangible or intangible, in the course of their administration and management of the Condominium; provided that, except in the event of condemnation or substantial loss to the Units and/or the Common Areas and Facilities subject to the provisions of Sections 5.7.5 and/or 5.7.1 (b) hereof, the Trustees may not by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any part or all of the Common Areas and Facilities, other than by the granting of utility rights and easements, without the prior authorization of both Unit Owners, and of all of the institutional first mortgage lenders holding mortgages on the individual Units of the Condominium.

5.1.9 To open and maintain bank accounts, and to authorize the drawing of checks and other financial instruments, and to keep a full and complete record of all financial transactions for mortgagees of the Units.

5.1.10 To borrow or in any other manner raise such sums or sums of money or other property as it shall deem advisable in any manner and on any terms, and to evidence the same by notes, bonds, securities or other evidence of indebtedness, which may

mature at a time or times, and subject to any limitations imposed by law, the Master Deed or these By-Laws, to execute and deliver any mortgage, pledge, or other instrument to secure any such borrowing.

5.1.11 To grant easements and rights with respect to utilities to be installed in, upon, under or over the Common Areas and Facilities and to enter into such agreements and undertakings as shall be necessary therefore, and to grant the same rights to any owner of contiguous land, provided that such grants do not materially adversely interfere with the intended use of the Units.

5.1.12 To approve the location and relocation of easements and rights for utilities which have been installed in, upon, under or over the Common Areas and Facilities, and to execute, acknowledge and record such instruments and plans identifying such easements as the Trustees deem necessary or desirable.

5.1.13 To, acting as a Design Review Committee, establish, pursuant to Section 5.10 hereof, and review and approve (a) certain modifications to the building as referred to in the Master Deed; (b) the modification, removal and installation by the Unit Owner of certain interior walls within their Unit; or (c) any other construction, modification or decoration activities with respect to a Unit, which involve or impact the Common Areas or Facilities and/or over which the Trustees may specifically have review and approval authority under the provisions of the Master Deed and this Condominium Trust.

5.1.14 To sign, seal, acknowledge, deliver and record in any one or more public offices or places of recording all such instruments and documents as the Trustees shall deem necessary or desirable in the exercise of their powers and the discharge of their duties.

5.1.15 To take such steps, including the expenditure of funds, to protect and preserve the Common Areas and Facilities of the Condominium.

Notwithstanding any provisions of this Trust and By-Laws to the contrary, the Trustees may not delegate to any manager or managing agent for the Condominium any of the following powers and duties:

(a) The power to appoint the officers of the Trust.

(b) The power to establish, levy and assess the assessments or charges for common expenses or special assessments.

(c) The power to adopt, revise, modify and rescind the Condominium rules and regulations.

5.2 <u>Reserves and Working Capital</u>. The Trustees shall be required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas which the Trust is obligated to

maintain. The fund shall be maintained out of regular assessments for common expenses, but shall be deposited in an account separate and segregated from operating funds.

Additionally, a working capital fund shall be established equal to at least two (2) months estimated common area charge for each Unit. Each Unit's share of the working capital fund must be collected and transferred to the Trust at the time of closing of the sale of each Unit and maintained in a segregated account for the use and the benefit of the Trust. Amounts paid into the working capital fund shall not be considered as advance payment of regular assessments. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Trustees. While the Declarant is in control of the Owner's association, the working capital funds can not be used to defray Declarant's expenses, reserve contributions, or construction costs, or to make up any budget deficits.

The contribution to the working capital fund for each unsold unit estate shall be paid to the Trustees at the time when control of the project is transferred to the owners' association, which funds, if paid by Declarant, shall be reimbursed from the funds collected at closing when the unsold Units are sold.

5.3 Maintenance and Repair of Units.

5.3.1 Each Unit Owner shall be responsible for the proper maintenance, repair and replacement of his Unit and the maintenance, repair and replacement of utility fixtures serving the same which are not part of the Common Areas and Facilities, including, without limitation: interior walls, ceiling and floors; windows and window frame, including screens and storm windows, if any; window trim; doors; door frames and door trim; plumbing and sanitary waste fixtures and fixtures for water and other utilities; electrical fixtures and outlets; air conditioning equipment, if any; and all wires, pipes, drains and conduits for water, electrical power and light, telephone and other utility services which are contained in and serve such Unit solely. Each Unit Owner shall be responsible for all damages for maintenance, repair and/or replacement obligations hereunder.

5.3.2 If the Trustees shall, at any time in their reasonable judgment, determine that a Unit is in such need of maintenance or repair that the market value of the other Unit is being adversely affected or that the condition of a Unit or any fixtures, furnishing, facility or equipment therein is hazardous to the other 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 whose Unit is in need of work and to enter upon and have access to such Unit for such purpose; and the cost of such work

as is reasonably necessary therefore shall constitute a lien upon such Unit and the Unit Owner thereof shall be personally liable therefore.

5.4 Maintenance, Repair and Replacement of Common Areas and Facilities and Assessments of Common Expenses. The Trustees shall be responsible for the proper maintenance, repair and replacement of the Common Areas and Facilities of the Condominium, subject to the provisions of Section 5.7 hereof with respect to repairs.

5.5 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 percentage of beneficial interest as set forth in Exhibit B of the Master Deed, provided, however, that each Unit Owner shall be solely responsible to any utility companies for the cost of utility services billed or assessed in connection with the furnishing of utilities to her or his Unit which are separately metered. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions.

5.5.1 At least thirty (30) days prior to the commencement of each fiscal year of this trust (and within thirty (30) days after the recording hereof with respect to the portion of a fiscal year then remaining), the 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 such assessments according to their respective percentages of the undivided interest in the Common Areas and Facilities (as set forth in said Exhibit B), and such statements shall be due and payable in one twelfth (1/12) installments on the first day of each month. If a Unit Owner is in default in the payment of an assessment for a period of more than sixty (60) days, the Trustees may accelerate any remaining installments of the assessment for the fiscal year. 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, they shall make a supplemental assessment or assessments and render statements for such assessments in the same manner as is done for annual assessments. The amount of each such payment, together with interest thereon, shall if not paid when due, accrue at the rate of eighteen (18%) percent per annum or such lesser rate of interest as shall then be the maximum rate permitted by law, and shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to the provisions of Section 6 of Chapter 183A. Failure of the Association to formally adopt a new budget shall be deemed a re-adoption of the previous year's budget.

5.5.2 Each Unit Owner shall be personally liable for those common expenses assessed against his or her Unit which are due and payable during his or her period of ownership. No Unit Owner shall be liable for the payment of any part of the common expenses assessed against his or her Unit which become due and payable subsequent

to a sale, transfer or other conveyance of such Unit. Any Unit Owner may, subject to the terms and conditions specified in these By-Laws, provided that her or his Unit is free and clear of liens and encumbrances other than the statutory lien for unpaid common expenses, convey his or her Unit to the Trustees and, in such event, be exempt from common expenses thereafter becoming due. A purchaser of a Unit shall be personally liable for the payment of common expenses assessed and due, but unpaid, on account of such Unit prior to its acquisition by her or him, except that (a) a purchaser of a Unit at a foreclosure sale or (b) any first mortgagee who comes into possession of a Unit pursuant to the remedies provided in the mortgage by virtue of foreclosing the mortgage or taking a Deed (or Assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid common expense assessments against the Unit which accrue prior to the time such purchaser or mortgagee comes into possession or takes title to the Unit, except as otherwise provided under Section 6 of Chapter 183A.

5.5.3 In the event of default by any Unit Owner in paying to the Trustees their common expenses, such Unit Owner shall be obligated to pay all expenses, including attorney's fees and court costs, incurred by the Trustees in proceedings brought to collect such unpaid common expenses. The Trustees shall have the right and duty to attempt to recover such common expenses, together with interest thereon, and the expenses of the proceeding, including attorney's fees, in an action brought against such Unit Owner, or by foreclosure of the lien on such Unit as provided in Section 6 of Chapter 183A.

5.5.4 After a successful action brought by the Trustees to foreclose a lien on a Unit because of unpaid common expenses, a Unit Owner, allowed by the Trustees to remain in the Unit for a period of time, may, at the option of the Trustees, and after entry of a judgment of foreclosure, be required to pay rental for the use of the Unit. A suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

5.5.5 The Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by the provisions of Chapter 183A.

5.5.6 Within ten (10) business days after receiving appropriate request from a Unit Owner, a purchaser of a Unit under a written contract of sale therefore, or a Unit Mortgagee, addressed to the Trustees and payment of a reasonable fee, not to exceed Seventy Five Dollars ($75.00), the Trustees shall supply a certificate in recordable form stating the amount of any unpaid assessments (including interest due thereon and costs of collection associated therewith) for common expenses against the Unit. Upon the recording at the Registry of Deeds of such certificate signed by the Trustees who then appear to be serving according to the records of said Registry of Deeds, the Unit involved shall be discharged from any lien for unpaid common expenses which do not appear in said certificate.

5.5.7 With respect to common expense assessments which are payable in monthly installments, a Unit Owner may, by arrangement with his mortgagee bank, provide for

payment by him of installments due on account of such assessments to said mortgagee bank in full satisfaction of his obligation to pay said installments to the Trustees. Provided, however, that, as a precondition to such an arrangement, the mortgagee bank must specifically agree with the Trustees to hold such payments on account of assessments in escrow for the benefit of the Trust and to pay over to the Trustees, upon their or their authorized officer's or agent's written request, all sums so held in escrow.

5.5.8 In the event the Trustees should fail to enforce the provisions of the within Section 5.5, any Unit Owner, at their option, may pay the outstanding obligations of a defaulting Unit Owner, whether to the Association or directly to a creditor of the Association, and may recover any such payments made, along with interest, expenses, and reasonable attorney's fees, in an action brought against such defaulting Unit Owner.

5.6 Insurance.

5.6.1 Insurance Coverages to be Obtained. The Trustees shall obtain and maintain to the extent obtaining, the following insurance:

(a) A Master Policy covering all of the common elements (except land, foundation, excavation and other items normally excluded from coverage), including fixtures and building service equipment to the extent that they are part of the common elements of the Condominium, as well as common personal property and supplies, and other common personal property belonging to the Trust; the master policy shall also include any fixtures, equipment or other property within the Units which are customarily considered a part of the Unit for mortgage purposes (regardless of whether such property is a part of the common elements).

The Master policy shall afford protection at least against the following:

(1) Loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;

(2) All other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement.

The policy shall be in an amount equal to one hundred percent (100%) of current replacement cost of the Condominium, exclusive of land, foundation, excavation, and other items normally excluded from coverage, and shall include a so-called Replacement Cost Endorsement.

The named insured shall be the Association of Owners "for the use and benefit of the individual owners" or in the name of an authorized representative of the Association "for the use and benefit of individual owners." And each first mortgagee, its successors

and assigns shall be named in the standard mortgage clause for each unit on which there is such a mortgage.

The policy shall contain a clause which provides that it may not be cancelled or substantially modified without at least ten (10) days prior written notice to the Trust and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy.

In addition to the foregoing, the policy shall provide for the following:

(1) recognition of any Insurance Trust Agreement (if any there be); (2) a waiver of the right of subrogation against any Unit Owner individually; (3) the insurance shall not be prejudiced by any act or neglect of individual Unit Owners which is not in the control of such owners collectively; (4) the policy is primary in the event the Unit Owner has other insurance covering the same loss. (The foregoing is generally referred to as "Special Condominium Endorsement"); and (5) the policy shall provide, in the case of fire and other hazard insurance, that, where the provisions of the policy give the insurance company the option of restoring the damage in lieu of making a cash settlement, said option may not be exercised without the approval of the Trustees and/or the servicer(s) for the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or like entity which may have loans with respect to the Condominium, nor may such option be exercised where it would conflict with any applicable requirement of law.

An Agreed Amount and Inflation Guard Endorsement shall be a part of the policy, if available.

(b) Liability Insurance for comprehensive general liability insurance coverage covering all of the Common Areas owned by the Trust. Such coverage shall be for not less than One Million Dollars ($1,000,000.00) for bodily injury, including deaths of persons and property damage arising out of a single occurrence, and shall include, without limitation, legal liability of the insured for property, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas, legal liability arising out of law suits related to employment contracts of the Trust, and shall provide further that such policy or policies may not be cancelled or substantially modified by any party without at least ten (10) days' prior written notice to the Trust and/or to the holders of first mortgages which are listed as scheduled holders of first mortgages in the insurance policy.

(c) Construction Code Endorsement (such as a Demolition Cost Endorsement, a Contingent Liability from Operation of Building Loans Endorsement, and an Increased Cost of Construction Endorsement) if the Condominium is or becomes subject to a construction code provision which would become operative and require changes to undamaged portions of the building.

(d) Workmen's Compensation Insurance as required by law.

(e) Such other insurance as the Trustees may from time to time determine or as may be required by law or by any mortgagee, its successors and assigns.

5.6.2 General Insurance Provisions.

(a) The Trustees shall deal with the insurer or insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under Section 5.6.1 above and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, and shall make any necessary changes in the policies provided for under Section 5.6.1 above in order to meet the coverage requirements thereof.

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

(c) Each Unit Owner shall obtain insurance for his own benefit and at his own expense insuring all personal property presently or hereafter located in his Unit and/or its appurtenant Common Areas and Facilities and all improvements to his Unit which exceed a total value of One Thousand Dollars ($1,000.00) and which are not reported in writing to the Trustees. Each such policy of insurance obtained by a Unit Owner must contain waivers of subrogation by the insurer as to claim against the Trustees, the manager (if any), all Unit Owners, and other persons entitled to occupy any Unit or other portion of the Condominium and each of their respective agents and employees.

(d) Each Unit Owner, at the time of the commencement of construction of improvements to his Unit, which exceed a total value of One Thousand Dollars ($1,000.00), shall notify the Trustees of such construction, and, upon receipt of such notice, the Trustees shall notify the insurer under any policy obtained pursuant to Section 5.6.1 hereof of any such improvements, and shall increase the coverage under such policies accordingly. Unless otherwise determined by the Trustees, the cost of such additional coverage on account of a Unit Owner's improvements shall constitute a common expense attributable to the Unit involved and shall be payable to the Trustees on demand at such intervals as the Trustees shall establish, so that they shall have the money available to pay to the insurance company(ies).

5.6.3 The Trustees, as Insurance Trustees, shall collect and receive all casualty loss insurance proceeds and shall hold, use, apply and disburse the same in accordance

with applicable provisions of Section 5.7 hereof. With respect to the losses covered by such insurance which affects portions or elements of a Unit or of more than one Unit to substantially the same or to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Trustees in a fair and equitable manner.

5.6.4 The cost of all such insurance obtained and maintained by the Trustees pursuant to provisions of this Section 5.6 shall be a common expense.

5.6.5 Certificates of insurance with proper mortgagee endorsements, when requested, shall be issued to each Unit Owner and his mortgagee(s).

5.6.6 Notwithstanding anything in this Trust and By-Laws to the contrary, if a Unit Owner, by virtue of any activities she conducts in her Unit, causes an increase in the premiums for any insurance obtained by the Trustees, she shall pay the amount of all such increases to the Trustees on demand as an additional common expense attributable to her Unit.

5.6.7 Each Unit Owner hereby waives, discharges and releases all claims and rights to recovery against the Trustees, the manager (if any), all Unit Owners and other persons entitled to occupy any Unit or other portion of the Condominium and each of their respective agents and employees on account of any loss or damage, whether to person or property, insured against under the policies of insurance obtained by each Unit Owner for their own benefit. This waiver shall constitute a waiver of subrogation for purposes of such policies.

5.7 Rebuilding, Restoration and Condemnation.

5.7.1 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.

(a) If such loss as so determined does not exceed ten percent (10%) of such value, the Trustees, acting as Insurance Trustees, shall promptly adjust and collect the loss, arrange for the prompt repair or restoration of the damaged areas, and disburse the proceeds of all insurance policies in payment of all costs and expenses incurred in connection with such repair or restoration in appropriate progress payment and with appropriate retainage.

(b) If such loss exceeds ten percent (10%) of such value and, if within one hundred twenty (120) days after the date of such loss, both of the Unit Owners do not agree to proceed with the repair or restoration, each Unit Owner's proportionate share of the insurance proceeds with respect to the Common Areas and Facilities based upon the Unit's respective undivided Ownership interest in said Common Areas and Facilities, together with the portion of the insurance proceeds allocated to any Unit as a result of a

loss to such Unit and/or its appurtenant Common Areas and Facilities due to the casualty, shall, to the extent permitted by law, be divided among the Unit Owners and shall be paid first to the holders of the first mortgages on their Units, if any, up to, but not in excess of, the amounts secured thereby, and thereafter to the Unit Owners, and the Condominium shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of a partition sale together with any common funds of the Trust (adjusted for insurance proceeds paid or payable as aforesaid) shall be divided among the Unit Owners in proportion to their Units' undivided interests in the Common Areas and Facilities and shall be paid first to the holders of the first mortgages on their Units, if any, to the extent of the amounts secured thereby, and thereafter to the Unit Owners. If, on the other hand, both Unit Owners agree to make the necessary repair or restoration, the Trustees shall arrange for the repair and restoration of the damaged areas, and disburse the proceeds of all insurance policies in payment of all costs and expenses incurred in connection therewith in appropriate progress payments and with appropriate retainage.

(c) Notwithstanding the provisions of subparagraphs (a) and (b) hereof, any restoration or repair of the Condominium shall be performed substantially in accordance with the Condominium documents and the original plans and specifications unless other action is approved by "eligible holders of mortgages" (as the term "eligible mortgage holder" is defined and may from time to time be defined) on Units which have at least fifty-one percent (51%) of the votes of Units subject to eligible mortgages; and further provided that no reallocation of interests in the Common Areas resulting from a partial destruction or partial condemnation of the Condominium shall be effected without the prior approval of eligible holders of mortgages on all remaining Units, whether existing in whole or in part, and which have at least fifty-one (51%) percent of the votes of such remaining Units subject to eligible mortgages.

5.7.2 In the event that the total cost of repair and restoration as estimated on the basis of an independent appraisal, or as determined during the course of repair or restoration, exceeds the total sum of available insurance proceeds, then the Trustees shall assess all the Unit Owners, as a common expense, the amount in excess of available insurance proceeds necessary to cover the cost of the repair and restoration; provided, however, that the cost of repairing or restoring improvements to the Unit, which improvements exceed a value of One Thousand Dollars ($1,000.00) when they were made (said value to be determined by the reasonable judgment of the Trustees) and were not reported to the Trustees as required by Section 5.6.2(d) hereof, shall be borne exclusively by the Owner of the Unit involved; and provided further that, if the casualty loss exceeds ten percent (10%) of the value of the Condominium as described in Section 5.7.1(b) hereof and if such excess cost of repairs over available insurance proceeds exceeds ten percent (10%) of the value of the Condominium prior to casualty, any Unit Owner not agreeing as provided in Section 5.7.1(b) hereof to proceed with the repair and restoration may apply to the Superior Court in which the district the Condominium lies, on such notice to the Trustees as the Court shall direct, for an order

directing the purchase of his Unit by the Trustees at the fair market value thereof as approved by the court. The cost of any such purchase shall be a common expense.

5.7.3 The Trustees may perform emergency work essential to the preservation and safety of the Condominium, or the safety of persons, or required to avoid the suspension of any essential service to the Condominium, without having first adjusted the loss or obtained the proceeds of insurance.

5.7.4 If there shall have been repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be divided into separate shares for the Trust and the Unit Owners of the damaged Units, in proportion to the respective costs of repair or restoration of the damaged portions of the Common Areas and Facilities and of each damaged Unit and its damaged appurtenant Common Areas and Facilities, and shall then be paid over to the Trustees and/or each such Unit Owner entitled to a share.

5.7.5 In the event that any of the Units or the Common Areas and Facilities of the Condominium are 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 which may not practically or lawfully be used for any purpose permitted by the Master Deed, the award shall compensate the Unit Owner for their 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 allocated to the remaining Unit. Any remnant of a Unit remaining after part of a Unit is take 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, (1) 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 of the date of such taking bears to the fair value of the remaining Unit in the Condominium as of such date, and (2) the reduction of interest in the Common Areas and Facilities of such Unit shall be divested from the Unit so acquired and shall automatically be reallocated to the remaining Unit.

(c) If the Common Areas and Facilities or any part thereof are acquired by eminent domain, the Trustees shall be the party in interest to receive any such award and to pursue any additional awards due to such taking. Any such award or any action taken by the Trustees pursuant hereto shall be brought or paid to the Trustees naming

the "Trustees of Condominium Trust as Condemnation Trustees for the benefit of Condominium, of the several Unit Owners and their respective mortgagees." The Trustees 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, but any portion of the award attributable to the acquisition of a portion of the Common Areas and Facilities which had been exclusively reserved to any Unit pursuant to the terms of the Master Deed shall be paid to the Owner of such Unit or his mortgagee. Each Unit Owner hereby appoints the Trustees hereof as his or her attorney-in-fact for the foregoing purposes.

5.8 Improvements to Common Areas and Facilities

5.8.1 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 any one of the Unit Owners to make any such improvement, the Trustees shall submit to all Unit Owners (a) a form of agreement (which will be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to make the same; and (b) a copy of the provisions of Section 18 of Chapter 183A. Upon whichever of the following shall first occur, namely, (a) the receipt by the Trustees of such agreement signed by fifty percent (50%) of the Unit Owners, or (b) the expiration of six (6) months after such agreement was first submitted to the Unit Owners, the Trustees shall notify all Unit Owners of the aggregate percentage of Unit Owners who have then signed such agreement. If both of the Unit Owners agree, then the Trustees shall proceed to make the improvement or improvements specified in such agreement and shall charge the costs thereof as a common expense. If the percentage of agreeing Unit Owners equals or exceeds fifty percent (50%), but is less than one hundred percent (100%), the Trustees may, with the agreement of that Unit Owner who wishes the improvement to be made, proceed to make the improvement and charge the cost thereof as a common expense to such agreeing Owner only.

5.8.2 If and when 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 own expense, and the Trustees determine in their reasonable discretion that such improvement would be consistent and compatible with the provisions and intent of the Master Deed, the Trustees, may, but shall not be obligated to, authorize such improvement to be made at the sole expense of the Unit Owner proposing the same, without the consent or approval of the other Unit Owner, as the Trustees in their reasonable discretion deem to be necessary or desirable in the circumstances.

5.9 Determination of Trustees Subject to Arbitration. Notwithstanding anything contained in Section 5.7 or Section 5.8, (a) in the event that any Unit Owner or Owners shall by notice in writing to the Trustees dissent from any determination of the Trustees with respect to the value of the Condominium or of any Unit or Units or any other

determination or action of the Trustees under Section 5.7 or Section 5.8, then such disputes shall be resolved under Article IX of this Trust.

5.10 Design Review Committee and Procedures.

5.10.1 No Unit Owner shall make any addition, alteration or improvement in or to the Unit which could affect the structural integrity of the Building or cause any dislocation or impairment of or interruption to the Common Areas and Facilities, unless the same shall have been approved by the Trustees acting as a Design Review Committee.

5.11 Pets. No domestic pets of any kind may be kept in any Unit without the prior written consent of the Trustees. Nonetheless, the Trustees may require such pets to be removed at any time as provided in the Rules and Regulations of the Condominium. Any damage or accelerated wear and tear to the Common Areas and Facilities caused by a specific pet shall be repaired at the expense of the Unit Owner owning such pet, which expense shall constitute a common expense and shall be payable to the Trustees on demand.

5.12 Rules, Regulations, Restrictions and Requirements. The Trustees shall have the right (which right shall not be delegated) at any time and from time to time to adopt, amend and rescind administrative rules and regulations governing the details of the operation and use of the Units and the Common Facilities. The restrictions on and requirements respecting the use and maintenance of the Units and the use of the Common Areas and Facilities are to be consistent with provisions of the Master Deed and this Trust and 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. The Trustees shall have the power to enforce the Master Deed, these By-Laws and the Rules and Regulations adopted pursuant hereto and shall have the power to levy fines against the Unit Owners for violations thereof. No fine may exceed Fifty Dollars ($50.00) for any one violation, but each day a violation continues after notice shall be considered a separate violation. Fines may be enforced against the Unit Owner or Unit Owners involved as common expenses owed by the particular Unit Owner or Unit Owners. In the case of persistent violation of the Rules and Regulations by a Unit Owner, the Trustees shall have the power to require such Unit Owner to post a bond to secure adherence to the Rules and Regulations.

5.13 Manager. The Trustees may hire or appoint a manager or managing agent to perform such duties in the administration, management and operation of the Condominium, including the incurring of expenses, the making of disbursements and keeping of accounts, as the Trustees shall from time to time determine. However, notwithstanding the appointment of such a manager, the Trustees shall retain ultimate control over the administration, management and operation of the Condominium, and they may not delegate to such manager those powers and duties specified, under Section 5.1 hereof, not to be delegable. Any agreement for professional management of the Condominium shall be terminable without cause and without incurring payment of

a termination fee on ninety (90) days' or less written notice. The term of such an agreement shall not exceed three (3) years.

5.14 Meetings.

5.14.1 The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting shall elect the officers. Other meetings of the Trustees may be called by the written request of any one (1) Trustee, provided, however, that written notice of each meeting, stating the place, day and hour thereof, shall be given at least three (3) days before such meeting to the other Trustee.

5.14.2 There shall be an annual meeting of the Unit Owners on the date and time set forth in paragraph 10 of the Master Deed at the Condominium or at other reasonable places and times as may be designated by the Trustees. Special meetings of the Unit Owners may be called at any time by any one Trustee or any one Unit Owner.

5.15 Notices to Unit Owners. Every notice to any Unit Owner, required or permitted under the provisions hereof 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 one or more of the Trustees to such Unit Owner by leaving such notice with her or him at their residence in the Condominium or by mailing it, postage prepaid, addressed to such Unit Owner at such address as may appear upon the records of the Trustees.

5.16 Order of Business. The order of business at all meetings of Unit Owners shall be determined by the Unit Owners.

5.17 Officers.

5.17.1 Designation. The Officers of the Trust shall be a Chairperson and a Secretary/Treasurer.

5.17.2 Election and Qualification. The Officers shall be the original Trustees or the successors selected by the Declarant until the occurrence of the takeover event as defined in Section 3.1 hereof, and, thereafter, the Trustees at their regular meeting, or if such regular meeting is not held or in the event of resignation or decease of an officer, at any special meeting of the Trustees. All officers shall be Trustees.

5.17.3 Term of Office. All officers, other than said original Trustees or their successors as appointed by the Declarant, shall hold office for a term of one (1) year and until their successors are elected and qualified.

5.17.4 Resignation. Any officer may resign at any time, by written notice to each Trustee and Unit Owner, which notice shall take effect on the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.17.5 Vacancies. A vacancy in any office may be filled in the manner prescribed in Section 5.17.2 hereof. The officer selected to fill such a vacancy shall serve for the remainder of the term of office he or she replaces.

5.17.6 Chairperson. The Chairperson shall preside at all meetings of the Trustees and of the unit Owners and shall have such other powers and perform such other duties as are provided in the Master Deed or in this Trust and By-Laws or as may be designated by the Trustees or the Unit Owners from time to time or as ordinarily exercised by the presiding officer of a corporation.

5.17.7 Secretary/Treasurer. The Secretary/Treasurer shall record all votes and keep the minutes of all meetings of the Trustees and of the Unit Owners, and shall be responsible for the funds of the Trust. He or she is responsible for keeping or having kept full and accurate financial records and books of account showing all receipts and disbursements of the Trust and any other financial data required by the Trustees or by the Unit Owners. He or she shall be responsible for the deposit of all funds in the name of the Trustees in such depositories as may be designated by the Trustees from time to time.

5.18 Inspection of Books, Report to Unit Owners. Books, accounts, and records of the Trustees shall be open to inspection to any one or more of the Trustees and the Unit Owners and first mortgage holders of the Units at all reasonable times.

5.19 Checks, Notes, Drafts and Other Instruments. Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust must be signed by both Trustees.

5.20 Fiscal Year. The fiscal year of the Trust shall commence on date set forth in paragraph 11 of Master Deed, or at such other time as the Trustees may determine from time to time.

5.21 Removal from Condominium Law. Unit Owners holding one hundred percent (100%) of the beneficial interest and the written consent of holders of all liens on the Units shall be required to approve the removal of the Condominium described herein from the provisions of Chapter 183A.

5.22 Sale or Lease of Units. Subject to such restrictions as may otherwise be set forth in the Master Deed or in this Trust and By-Laws, a Unit owner may assign, lease, sell or otherwise transfer all of the interest in the Unit(s), together with (a) the undivided interest in the Common Areas and Facilities appurtenant thereto; (b) the interest of such Unit Owner in any Units theretofore acquired by the Trustees or their designee, on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any; and (c) the interest of such Unit Owner in any other assets of the Condominium. No right to any Unit may be sold, leased, transferred or otherwise disposed of, except as part of a sale,

lease, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, lease, transfer or other disposition of such part of all Units.

ARTICLE VI

Rights and Obligations of Third Parties Dealing with The Trustees

6.1 Dealing with Trustees. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in the Registry of Deeds need inquire further as to the persons who are then Trustees hereunder. The receipts of the Trustees or any one or more of them for monies or things paid or delivered to them shall be effectual discharges therefrom to the persons paying or delivering the same, and no person from whom the Trustees or any one or more of them shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustee, 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 of or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees or any one or more of them purporting to be done in pursuance of any of the provisions or powers herein contained.

6.2 Recourse Against Trustees. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees or by reason of anything done or omitted to be done by or on behalf of them or any of them 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 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 and payable to them from the Trustees or 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 Chapter 183A.

6.3 Instruments Subject to Trust Terms. Every note, bond, contract, order, instrument, certificate, undertaking, obligations, 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 references shall have been made to this instrument.

6.4 Certifications by Trustees for Recording. All persons dealing in any manner whatsoever with the Trustees, the Trust Property, or any beneficiary hereunder, shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with the said District Registry of Deeds. Any certificate executed by the Secretary of this Trust setting forth the names of the Trustees hereunder, when recorded with said Registry of Deeds, shall be conclusive evidence of identity of those persons who are serving as Trustees in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate, signed by the Trustees in office 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 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 of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by 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 the Trustees or any one or more of them, as the case may be, shall, as to all persons acting in good faith in reliance thereof, be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

ARTICLE VII

Amendments and Termination

7.1 Amendment of Trust. The Trustees, with the consent in writing of Owners of Units holding all of the beneficial interest thereunder, 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 shall be valid or effective if:

7.1.1 It would alter, or in any manner or to any extent whatsoever, modify or affect the percentage of beneficial interest of any Unit Owner hereunder so as to be different than the percentage of the undivided ownership interest in the Common Areas and Facilities which is appurtenant to such Owner's Unit as set forth in the Master Deed; or

7.1.2 It would, without the consent of Declarant, alter or affect the Declarant's right hereof to act as the Design Review Committee; or

7.1.3 It would render this Trust contrary to or inconsistent with the Master Deed or any requirements or provisions of Chapter 183A.

7.2 Necessity for Recording Amendments, Alterations, Additions or Changes. Any Amendment, alteration, addition or change, pursuant to the foregoing provisions of

the ARTICLE VII, shall become effective upon the recording with the said District 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 for the acknowledgment of deeds by both of the Trustees, 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 the 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.

7.3 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 law, as said Section 19 may be modified by Section 5.21 of this Trust.

7.4 Disposition of Property on 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 or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trust and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind (at valuations made by them which shall be conclusive), all other property then held by them in trust hereunder to the Unit Owners as tenants in common, according to their respective percentages of beneficial interest hereunder. In making any sale under this provision, the Trustees shall have power to sell or vary any contract of sale and 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.

ARTICLE VIII

Construction and Interpretation/Waiver

8.1 Terms. In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and singular, words denoting males include females, words denoting females include males and words denoting persons include 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, index, headings of different parts hereof, and the marginal notes, if any, are inserted only for the 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 shall be construed according to the law of the Commonwealth of Massachusetts.

8.2 Waiver. The Trustees shall have the power and authority to waive any provision of this Trust affecting or limiting the rights of a Unit Owner for any cause of reason determined to be reasonable by such Trustees in their discretion; provided, however, that no such waiver on any one occasion shall constitute a waiver on any future occasion, nor shall any waiver of a provision of this Trust affect the Trustees' rights and power to enforce all other provisions of this Trust. No restriction, condition, obligation or provision contained in this Trust or By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same.

8.3 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 construction shall be used:

8.3.1 In the event of a conflict between the Trust and said Chapter 183A, as amended, the provisions of Chapter 183A shall control;

8.3.2 In the event of a conflict between any numerical or percentage voting requirements for action set forth in the Master Deed and any such requirements set forth herein, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control;

8.3.3 In the event of any conflict other than as set forth in Paragraph 8.3.2 of this Section between the provisions of the Master Deed and any other provision hereof, the provisions of the Master Deed shall control.

8.4 Severability. In the event that any provision of this Trust shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed to be enforceable to the extent and in such situations as may be permitted by applicable law, and, in any event, the partial or total enforceability of such provision shall not affect in any manner the validity, enforceability or effect of the remainder of this Trust; and, in such event, all of the other provisions of this Trust shall continue in full force and effect as if such invalid provision had never been included herein.

ARTICLE IX

Resolution of Disputes

9.1 In the event of a dispute (a) between the Owners of the Units or (b) between the Trustees as to any matter involving this Trust, the Master Deed or the Condominium generally, either of the disputing parties may at his or her option:

(a) Refer the matter to binding arbitration by sending written notice requesting arbitration to the other party, which notice shall name one arbitrator who shall be an attorney licensed to practice law in the Commonwealth of Massachusetts. Within

fourteen (14) calendar days after receiving such notice, the other party shall by written notice to the requesting party name a second arbitrator who shall likewise be an attorney licensed to practice law in the Commonwealth of Massachusetts, failing which, the first arbitrator appointed shall appoint such second arbitrator. If the two arbitrators thus appointed are unable, within fourteen (14) calendar days after the date of the appointment of the second arbitrator to be appointed, to agree upon a settlement to the dispute, they shall then appoint an impartial third arbitrator within twenty (20) calendar days after the said date of appointment of the second arbitrator. The third arbitrator need not be an attorney, but he shall be someone who is qualified by his profession to deal with the matter in dispute. If the two arbitrators cannot agree on a third arbitrator and if they fail to act to appoint him within said twenty (20) day period, then either party may apply to the Superior Court of the applicable County wherein the condominium lies for the appointment of the third arbitrator. The third arbitrator shall within fourteen (14) calendar days after his appointment render his decision in the dispute. The decision of the arbitrators, whether it be by agreement of the first two arbitrators or, failing which, by the decision of the third arbitrator, shall be conclusive and binding upon all parties to the dispute, and any such decision shall be enforceable by any court of competent jurisdiction. Each party shall pay for the fees and other costs of the arbitrator appointed by him or for him (should he fail to duly make the appointment), and the fees and costs of the third arbitrator shall be shared equally by the parties. Except as otherwise herein provided, the arbitration shall be conducted in accordance with the rules then pertaining to the American Arbitration Association.

(b) Commence an action in either the District or the Superior Court of the applicable district or County wherein the Condominium lies to decide the matter, with such notice being given to the other party as the Court may order. The fees and costs associated with bringing the matter to court and prosecuting the court proceedings shall be paid as the Court orders, and in the absence of such an order, shall be borne equally by the parties.

EXECUTED as a Sealed Instrument this 29th day of November, 2007.

CANALSIDE REALTY TRUST

By: E Partyka Trustee
EDWARD R. PARTYKA, TRUSTEE OF
CANALSIDE REALTY TRUST

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. November 21, 2007

On this 29th day of November, 2007 before me, the undersigned notary public, personally appeared EDWARD R. PARTYKA, TRUSTEE, proved to me through satisfactory evidence of identification, which was a valid driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily on behalf of CANALSIDE REALTY TRUST for its stated purpose.

Notary Public
Commission Expires:

JAMES W. FLOOD III
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 20, 2011