

NATICK VILLAGE CONDOMINIUM TRUST

DECLARATION OF TRUST made this 10th day of April, 1987 by George S. Lechter and William R. Keezer, (hereinafter called the "Trustees" which term and any pronoun referring thereto shall be deemed to include the Trustees for the time being hereunder, and to include his successors in trust hereunder, howsoever appointed).

ARTICLE I

Name and Office of Trust

Section 1.1 Name of Trust

The trust hereby created shall be known as the NATICK VILLAGE CONDOMINIUM TRUST, and under that name, so far as legal, convenient and practicable, shall all business carried on by the Trustee be conducted, and shall all instruments in writing by the Trustee be executed.

Section 1.2 Office of Trust

The office of the trust shall be located at 18 Village Way, Natick, Massachusetts, or at such other address as shall be designated in writing by the Trustees of the trust.

ARTICLE II

Definitions

For purposes hereof the following terms and phrases shall have the meanings specified in Article II, the singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, as the context requires:

Affiliate: shall mean any subsidiary, related corporation or entity, and any principal or officer of the Declarant.

Beneficial Interest: shall mean the percentage of undivided interest in the Common Areas and Facilities appertaining to the Units as set forth in the Master Deed, and referred to in Article V hereof.

Building: shall mean one of the fifty-five (55) Residential Buildings (as hereinafter defined) in the Condominium which contain Units, all as more particularly described in the Master Deed.

Chapter 183A: shall mean Massachusetts General Laws Chapter 183A as the same may be amended.

Common Areas and Facilities: shall mean all of the common areas and facilities of the Condominium as more particularly described in the Master Deed.

Condominium: shall mean Natick Village Condominium established pursuant to Chapter 183A by the recording of the Master Deed.

Declarant: shall mean George S. Lechter and William R. Keezer, Trustees of NVC Realty Trust under Declaration of Trust dated December 1, 1986 and recorded with the Middlesex South District Registry of Deeds as Instrument 819 of December 5, 1986 and filed with the Southern Middlesex Registry District of the Land Court as Document 729229, the declarants of the Condominium, and their successors and assigns, to which rights hereunder and under the Condominium Trust are assigned or conveyed or otherwise transferred.

Master Deed: shall mean the master deed establishing the Condominium pursuant to Chapter 183A which has been recorded herewith.

Operating Event: shall have the meaning ascribed to it in Section 4.1.1 hereof.

Registry: the Middlesex South District Registry of Deeds.

Title Conditions: shall have the meaning ascribed to it in Section 6.1 hereof.

Unit or Units: shall mean one or more units in the Condominium as more particularly described in the Master Deed.

Unit Owners: shall mean the owners of record from time to time of the Units.

ARTICLE III

Purposes of the Trust

Section 3.1 Unit Owners' Organization

The Trust is organized for the purpose of maintaining, managing, regulating and preserving the Condominium. All of the rights and powers in and with respect to the Common Areas and Facilities of the Condominium established by the Master Deed which are by virtue of the provisions of Chapter 183A conferred upon or exercisable by the Organization of Unit

Owners of said Condominium, and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder shall vest in the Trustees as joint tenants with rights 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 the Condominium in accordance with the percentage of undivided Beneficial Interest appertaining to the Units as set forth in the Master Deed, referred to in Article V hereof, and in accordance with the provisions of Section 10 of Chapter 183A for the purposes therein set forth.

Section 3.2 Trust Relationship

It is expressly declared that a trust has been created hereby, and the same shall not be deemed to be, and shall not be treated as, a general partnership, joint venture, corporation or joint stock company and that the Unit Owners are beneficiaries, and not partners or associates nor in any other relation whatever between themselves with respect to the trust property, and hold no relation to the Trustees other than of beneficiaries, with only such rights and liabilities as are conferred upon them as such beneficiaries hereunder and under and pursuant to the provisions of said Chapter 183A.

ARTICLE IV

The Trustees

Section 4.1 Number of Trustees

There shall at all times be trustees, consisting of such number, not less than three (3) nor more than seven (7) as shall be determined by vote of the Unit Owners entitled to more than fifty (50%) percent of the Beneficial Interest hereunder, except that there shall always be an odd number of Trustees; provided, however, notwithstanding anything herein contained in this trust to the contrary, until (i) a period of one hundred twenty (120) days after the conveyance by Declarant or its Affiliates, successors and assigns of seventy-five (75%) percent of the Units in the Condominium or (ii) five (5) years from the date the first Unit is conveyed, whichever event shall first occur, the number of trustees shall be two (2) persons consisting of the original Trustees designated by the Declarant, or if one (1) or both the original Trustees shall die, resign, be removed, become incapacitated, or be unable or unwilling to serve as Trustee then a successor trustee shall be designated by the Declarant in accordance with the following paragraph. It is further understood that such right of designation shall in no way diminish or limit the exercise of Declarant's voting power.

Notwithstanding anything to the contrary herein contained in this Trust, any vacancy resulting from the expiration of a term, resignation, removal, incapacity or death of a Trustee designated by the Declarant, shall, during the term that Declarant is entitled to designate Trustees, be filled by an instrument in writing executed by the Declarant setting forth the appointment of a natural person to act as Trustee, that such Trustee is being so designated, and the acceptance of such appointment signed and acknowledged by the person so appointed, which appointment shall be effective upon recording with the Registry.

The Declarant's rights under this Section 4.1 shall inure to the benefit of any successor to the Declarant's interest in the Condominium.

Section 4.1.1 Term

At such time as the Declarant ceases to be entitled to designate the Trustees in accordance with the provisions of Section 4.1 hereof (hereinafter the "Operating Event"), then for purposes hereof the office of the Trustees so designated shall be deemed vacant, but their term shall not expire until such Trustees' successors are chosen and qualified at the next annual meeting of the Unit Owners (or special meeting in lieu thereof) in the manner hereinafter set forth. In the event the annual meeting of the Unit Owners is scheduled later than 120 days after the Operating Event, the Trustees shall call a Special Meeting of the Unit Owners within said 120 day period for the purpose of electing successor trustees. Thereafter, the terms of office of the Trustees shall, except as hereinafter provided, be for three (3) years, and shall end at the annual meeting of Unit Owners (or special meeting in lieu thereof) at which such Trustee's successor is chosen and qualified, provided, however that the terms of the persons first chosen as Trustees at the annual meeting of the Unit Owners (or special meeting in lieu thereof) next after the Operating Event shall be staggered so that insofar as possible the terms of one-third of the Trustees shall expire each year, and the term of each such Trustee shall be determined by lot; the terms of the persons first elected as Trustees after the Operating Event shall be one year, two years and three years, respectively; and, thereafter, upon any increase in the number of trustees, the terms of any then newly appointed Trustee or Trustees shall be determined insofar as necessary by lot so as to maintain such staggering of terms insofar as possible.

Notwithstanding anything to the contrary contained herein, the Trustees designated by the Declarant, as aforesaid, shall resign no later than one hundred twenty (120) days after the Operating Event in order to comply with the requirements imposed by the Federal National Mortgage Association ("FNMA") and the Federal Home Loan Mortgage Corporation ("FHLMC").

Section 4.1.2 Vacancies; Appointment and Acceptance of Trustees

If and whenever any Trustee's term is to expire for any other reason, including, without limitation, removal, resignation, incapacity or death of a Trustee, and the number of Trustees shall be less than the number established under Section 4.1, a vacancy or vacancies in said office shall be deemed to exist. Subject to the rights of the Declarant set forth in Section 4.1 hereof, each such vacancy shall 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 three (3) Unit Owners who certify under oath that Unit Owners entitled to more than fifty (50%) percent 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 notice of the vacancy is given to the Unit Owners, then such vacancy or vacancies may 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 (60) days may also be filled by appointment by any court of competent jurisdiction upon the application of one or more Unit Owners 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 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 4.2 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 provided in Section 6.3.5, is present, provided, however, that in no event shall a majority consist of less than two (2) Trustees hereunder, except that so long as

Declarant is entitled to designate the Trustee, a quorum and a majority shall consist of one (1) Trustee, and, if, and whenever, the number of Trustees hereunder shall become less than two (2), after the election of Trustees at the first Annual Meeting of Unit Owners (or Special Meeting in lieu thereof) after the Operating Event, the then remaining or surviving Trustee, if any, shall have no power or authority whatsoever to act with respect to the administration of the Trust hereunder or to exercise any of the powers hereby conferred except as provided in Section 4.1.2 hereof. The Trustees may act without a meeting in any case by unanimous written consent and in cases requiring, in their sole judgment, response to an emergency by majority written consent.

Section 4.3 Resignation; Removal

Any Trustee may resign at any time by instrument in writing signed and duly acknowledged by that Trustee in the manner required in Massachusetts for the acknowledgment of deeds, and such resignation shall take effect upon the recording of such instrument with the Registry. Subject to the rights of the Declarant recited in Section 4.1 to designate Trustees of its choice, any Trustee not designated by the Declarant may be removed with or without cause by vote of Unit Owners entitled to more than fifty (50%) percent of the Beneficial Interest hereunder and the vacancy resulting from such removal shall be filled in the manner provided in Section 4.1.2. Any removal shall become effective upon the recording with the Registry of a certificate of removal signed by a majority of the remaining Trustees in office, or by three (3) Unit Owners, in either case certifying under oath that Unit Owners holding more than fifty (50%) percent of the Beneficial Interest hereunder have voted for such removal. By instrument recorded with the Registry, the Declarant may remove, with or without cause, any Trustee it is entitled to designate, and appoint a successor Trustee as provided in Section 4.1.

Section 4.4 Bond or Surety

The Trustees shall obtain and maintain in the name of the Condominium Trust blanket fidelity bond(s) for anyone, including said Trustees, who either handles or is responsible for funds held or administered by the Trustees or on behalf of the Condominium Trust, whether or not such persons receive compensation for their services. All expenses incident to any such bond(s) shall be charged as a common expense of the Condominium and shall name the Condominium Trust as an obligee.

Said fidelity bond(s) shall cover the maximum funds that will be in the custody of the Trustees or the Condominium Trust or its management agent at any time while the bond(s) are in force. In addition, the fidelity bond coverage must at least

equal the sum of three (3) months' assessments on all Units in the Condominium plus any reserve funds maintained in accordance with this trust.

The fidelity bond(s) must include a provision for ten (10) days' written notice to the Condominium Trust or insurance trustees before the bond(s) can be cancelled or substantially modified for any reason. The same notice must also be given to each servicer that services an FNMA owned mortgage in the Condominium.

A management agent that handles funds for the Condominium Trust shall be covered by its own fidelity bond in the same manner and to the same extent as provided above.

Section 4.5 Compensation of Trustees

With the approval of Unit Owners entitled to more than fifty (50%) percent of the Beneficial Interests hereunder a Trustee (but not a Trustee designated by the Declarant) may receive such 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.

Section 4.6 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 4.7 Trustees May Deal With Condominium

No Trustee shall be disqualified by his office from contracting 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 in connection with such contract or dealing or because of any other reason), as vendor, purchaser or otherwise, nor shall any such dealing, contract or arrangement entered into with respect to this trust in which any Trustee so dealing or contracted by 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 4.8 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, 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 (i) all sums lawfully assessed for his share of the common expenses of the Condominium, (ii) all sums lawfully assessed for his share of the costs and expenses relating to exclusive common areas or facilities of the Condominium as to which he has been granted rights under the Master Deed, and (iii) 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 V

Beneficiaries and the Beneficial Interest in the Trust

Section 5.1 Beneficial Interest

The beneficiaries of this Trust shall be the Unit Owners of the Natick Village Condominium, as they appear of record in the Registry from time to time. The Beneficial Interest in this Trust shall be divided among the Unit Owners in the percentage of undivided Beneficial Interest appertaining to the Units of the Condominium as stated in the Master Deed of the Condominium, as it may be amended from time to time, including amendments pursuant to Section 14 of the Master Deed.

Section 5.2 Each Unit to Vote by One Person; Proxies

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.

All voting rights which a Unit Owner has under, and pursuant to, this Trust may be exercised by written proxy, as long as such proxy is received prior to action by the Trustees with regard to the matter to which the proxy is addressed. The Trustees shall make any necessary determinations as to the validity or authenticity of written proxies, and their determinations, if made in good faith, shall be conclusive.

ARTICLE VI

By-Laws

The provisions of this Article VI and the By-Law Rules and Regulations incorporated herein and a part hereof shall constitute the By-Laws of this trust and the organization of Unit Owners (the "By-Laws") to wit:

Section 6.1 Applicability

The provisions hereof and the rules and regulations promulgated pursuant thereto are applicable to all of the property of the Condominium, and to the use and occupancy thereof, including but not limited to the land, the Buildings and all other improvements thereon, including the Units and Common Areas and Facilities, and all easements, rights and appurtenances thereto and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of Chapter 183A. All present and future Unit Owners, mortgagees, lessees and occupants of Units, and their employees or agents, and all other persons who may occupy or use the property of the Condominium in any manner shall be subject to the provisions of this trust instrument, and By-Laws, the rules and regulations promulgated pursuant thereto, the Master Deed and all covenants, agreements, and restrictions, easements and declarations of record (hereinafter referred to as "Title Conditions"). The acceptance of a deed, or conveyance, or the entering into a lease, or the act of occupancy of a Unit, shall constitute an agreement that the provisions of this trust instrument and By-Laws, the rules and regulations promulgated pursuant thereto and incorporated therein and a part thereof, the provisions of the Master Deed, as the same may from time to time be amended, and the Title Conditions, are accepted, ratified and will be complied with. The Trustees and, where the Trustees refuse to act after a written request and a reasonable time to do so, any aggrieved Unit Owner shall have a right of action to enforce the provisions of this trust instrument, the By-Laws and rules and regulations promulgated pursuant thereto, the Master

Deed, the Title Conditions, and any decision of the Trustees, against any Unit Owner who refuses to comply therewith. A Unit Owner or the Unit Owners, as the case might be, shall have a similar right of action against the Trustees; provided, however, that such right of action shall not be available unless the Trustees have received a written request and have been allowed a reasonable time to effectuate compliance with the aforementioned documents and conditions.

Section 6.2 Powers of the Trustees

The Trustees shall, subject to and in accordance with all applicable provisions of said Chapter 183A, have the absolute control, management and disposition of the trust property (which term as herein used shall insofar as applicable be deemed to include the Common Areas and Facilities of the Condominium) as if they were the absolute owners thereof, and, without by the following enumeration limiting the generality of the foregoing or of any item in the enumeration, with full power and uncontrolled discretion, subject only to the limitations and conditions herein and in the provisions of said Chapter 183A, 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:

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

(b) To sell, assign, convey, transfer, exchange and otherwise deal with or dispose of the Trust property, or any part or parts thereof (excluding Common Areas and Facilities of the Condominium), 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, 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 to execute and deliver any deed or other instrument in connection with the foregoing;

(c) To purchase or otherwise acquire title to, and to 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 to own, manage, use and hold such property and such rights;

(d) To borrow, or in any other manner raise such sum or sums of money or other property as they shall deem advisable in any manner and on any terms, and to 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 to execute and deliver any mortgage, pledge or other instrument to secure any such borrowing;

(e) To 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;

(f) To invest and reinvest the Trust property, or any part or parts thereof, and from time to time, and as often as they shall see fit, to change investments, including power to invest 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 not or may not produce income;

(g) To incur such liabilities and expenses, and to 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 the Trust;

(h) To determine as to all sums of money and other things of value received by them, whether and to what extent the same shall be deemed to be and shall be accounted for as principal or as income, and as to all charges or expenses paid by them, whether and to what extent the same shall be charged against principal or against income, including, without hereby limiting the generality of the foregoing, power to apportion any receipt or expense between principal and income, and power to determine what portion, if any, of the income received upon any asset purchased or acquired at a premium, or any wasting investment, shall be added to principal to prevent a diminution thereof upon the maturity or exhaustion of such asset or investment;

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

(j) To guarantee performance of the obligations of others in any cases where they shall deem that it is to the advantage of this Trust that they give such guaranty;

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

(l) To employ, appoint and remove such agents, managers, officers, board of managers, 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 hereof, 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, 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 shall at least as often as annually designate from their number a Chairman, a Treasurer, a Secretary, and such other officers of the Board of Trustees 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 part or parts thereof; from time to time to enter into management contracts with one or more managing agents, for such compensation and upon such terms and conditions as the Board of Trustees may deem prudent, except that any agreement for professional management of the Condominium shall be terminable without cause and without incurring payment of a termination fee or penalty on ninety (90) days (or less) written notice. Notwithstanding any provision for renewal therein, the term of such agreement shall not exceed three (3) years.

(m) To deposit any funds of the Trust in any bank or trust company, and to delegate to anyone the power to deposit, withdraw and draw checks on any funds of the Trust;

(n) To improve, manage, maintain, repair, restore and replace Common Areas and Facilities, and, to the extent authorized under Section 6.5, to perform necessary maintenance, repairs or replacements in any Unit; to enter and have access into Units in the Condominium as shall be reasonably necessary to the performance and exercise of the duties, obligations, rights and powers of the Trustees hereunder; to obtain and maintain such casualty, liability and other insurances on and with respect to the Trust property and the Condominium as they shall deem necessary or proper; to grant licenses, easements and permits for installation, placement or maintenance of utilities in, on or about the Common Areas and Facilities;

(o) To determine the common expenses, and collect common charges from the Unit Owners, and to enforce obligations of the Unit Owners and levy and collect fines against them for violation of reasonable rules and regulations established for the benefit of the Unit Owners, including the imposition of fines for common charges received from a Unit Owner after the due date therefor;

(p) From time to time to adopt, amend and rescind rules and regulations covering the details of the operation and use of the Common Areas and Facilities, and to regulate the use, occupancy and maintenance of the Units;

(q) To repair, replace, and maintain fencing or screening on the perimeter of Yard Easements, and to oversee and approve the installation of Gates pursuant to Section 5(b)(2) of the Master Deed.

(r) Generally, in all matters not herein otherwise specified, to control, manage and dispose of the Trust property (excluding Common Areas and Facilities of the Condominium) as if the Trustees were the absolute owners thereof and to do any and all acts, including the execution of any instrument, which by their performance thereof shall be shown to be in their judgment for the best interests of the Unit Owners; and to execute any and all instruments incidental or necessary to carry out any of the foregoing powers.

Section 6.3 Meetings of the Trustees

Section 6.3.1 Annual Meeting

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, and Secretary and any other officer they deem expedient who shall have such duties and powers as the Trustees may from time to time designate.

Section 6.3.2 Regular Meetings

Regular meetings of the Trustees may be held at such time and place as shall be determined from time to time by the Trustees, provided, however, at least one such meeting, which may be the Annual Meeting, shall be held during each fiscal year. Written notice of each such meeting setting forth the place, day and hour thereof shall be given at least three (3) days before such meeting to such Trustees.

Section 6.3.3 Special Meetings

Special meetings may be called by any Trustee in such manner as the Trustees may establish, provided, however, that written notice of each meeting stating the place, day and hour thereof

shall be given at least three (3) days before such meeting to each Trustee.

Section 6.3.4. Waiver of Notice

Any Trustee may at any time waive notice of any meeting in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Trustee at any such meeting shall constitute a waiver of notice by him or her of the time and place thereof.

Section 6.3.5. Quorum and Voting

At any meeting of the Trustees, a majority of the Trustees then in office shall constitute a quorum for the transaction of business, but if at any meeting of the Trustees there shall be less than a quorum present, those present may adjourn the meeting, from time to time, to any subsequent time at the discretion of a majority of those present, until a quorum be had. At any adjourned meeting at which a quorum be present, any business may be transacted which might have been transacted at the meeting as originally called. For the transaction of business, it shall require an affirmative vote of a majority of Trustees present and voting, unless a different vote is required by law, the provisions of this trust instrument or the Master Deed. So long as the Declarant is entitled to designate the Trustees provided in Section 4.1 hereof, a quorum shall consist of one Trustee.

Section 6.3.6. Consent in Lieu of Meeting

Any action by the Trustees may be taken without a meeting if a written consent thereto is signed by all of the Trustees then in office, and filed with the records of the Trustees' meetings. Such consent shall be treated as a vote of the Trustees for all purposes.

Section 6.3.7 Notice

Any notice herein required shall be deemed sufficient and given for all purposes, by mailing said notice, postage prepaid, and addressed to such Trustee at his business address, or by delivery to such Trustee.

Section 6.4 Meeting of Unit Owners

Section 6.4.1 Annual Meeting

There shall be an annual meeting of the Unit Owners on the second Tuesday of December in each year at 8:00 P.M. at such reasonable place as may be designated by the Trustees by written notice given by the Trustees to the Unit Owners at least seven

(7) days prior to the date so designated. If no annual meeting is held in accordance with the foregoing provisions, a special meeting may be had in lieu thereof, and any action taken at such meeting shall have the same effect as if taken at the annual meeting.

Section 6.4.2 Special Meetings

Special meetings 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 twenty-five (25%) percent of the Beneficial Interest of the Trust. Written notice of any special meeting, designating the place, day and hour thereof, shall be given by the Trustees to the Unit Owners at least seven (7) days prior to the date so designated.

Section 6.4.3 Notice of Certain Matters

Whenever at any meeting the Trustees propose to submit to the Unit Owners any matters with respect to which specific approval of, or action by, the Unit Owner is required by law or this trust, the notice of such meeting shall so state and reasonably specify such matter.

Section 6.4.4. Waiver of Notice

Any Unit Owner may at any time waive notice of any meeting in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Unit Owner at any such meeting shall constitute a waiver of notice by him or her of the time and place thereof.

Section 6.4.5 Quorum

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. If less than a quorum be present, any meeting may be adjourned from time to time, to any subsequent time, at the discretion of a majority of the Unit Owners present and entitled to vote, until a quorum be had. At any such adjourned meeting at which a quorum may be present, any business may be transacted at the meeting as originally called. Any action voted at a meeting shall require the vote of more than fifty (50%) percent of the Beneficial Interest in the Trust, except where the other provisions of this Trust or Chapter 183A require a larger percentage.

Section 6.4.6. Consent in Lieu of Meeting

Any action to be taken by the Unit Owners may be taken without a meeting if all the Unit Owners entitled to vote on the matter consent to the action by a writing filed with the records

of the meetings of the Unit Owners. Such consent shall be treated for all purposes as a vote at a meeting.

Section 6.5 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 door trim; plumbing and sanitary waste fixtures and fixtures for 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 or solely 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 or fixtures, furnishings, facilities 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 as the Trustees shall determine in case of emergency) 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.

Section 6.5.1 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 6.9 for specific provisions dealing with repairs and replacement necessitated because of casualty loss), and any two Trustees or the managing agent or any others who may be so designated by the Trustees may approve payment of vouchers for such work. The expenses of such maintenance, repair and replacement shall be assessed to the Unit Owners as common expenses of the Condominium at such times and in such amounts as provided in Section 6.8.2.

Section 6.5.2 Connecting Units

The Trustees may authorize upon compliance with Section 10 or 10(a), as the case may be, of the Master Deed and Section 6.6 of the Condominium Trust that Units in common ownership be combined or connected for the purposes of single occupancy or use

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 or connect them shall do any work in combining or connecting the Units in question at such Owners' expense and only in the manner prescribed by the Trustees. Any such authorization shall be valid only if in writing and signed by a majority of the Trustees then in office and shall become void unless the work to combine or 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 combined or 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 to their original location and condition 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 ownership prior to demand or any filing in the Registry to enforce the lien. The provisions of this Section 6.5.2 shall not apply to Units owned by Declarant until such Units have been initially sold by the Declarant and paid for.

Section 6.5.3 Exclusive Use of Common Areas

The Trustees may authorize that exclusive use of any portion of the Common Areas or Facilities be assigned to one or more Units or to the Town of Natick for the purpose of business meetings, social gatherings, polling places and similar uses on a temporary basis 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 or Facilities 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 Trustee, from imposing reasonable additional common expenses for the exclusive use of said Common Areas or Facilities. Such rights of exclusive use of Common Areas or Facilities shall be personal to the Unit Owners to whom granted and shall terminate when such Unit Owners no longer own the Units so benefited. The Trustees may, in addition, assign the exclusive use of any of the Parking Spaces in the Parking Areas as to any or all of the Unit Owners. Nothing herein contained shall limit, condition or impair the Declarant's, its Affiliates', successors' or assigns' rights to utilize the Common Areas and Facilities as provided in the Master Deed and Condominium Trust, including, without limitation, any parking spaces reserved for the exclusive use of their invitees or agents.

Section 6.6 Additions, Alterations or Improvements by Unit Owners

No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit, without the prior written consent thereto of the Trustees. The Trustees shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in each such Unit Owner's Unit, within thirty (30) days of receipt of such request, and failure to do so within the stipulated time shall constitute a consent by the Trustees to the proposed addition, alteration or improvement. Any application to any department of the Town of Natick for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Trustees only; provided, however, the Trustees shall not thereby incur any liability to any contractor, subcontractor, or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. Nothing in this section shall prevent a Unit Owner from painting and decorating the interior surfaces of the walls, ceilings and floors of the Unit, including decorations therein so long as the same do not affect the accoustical integrity of the Unit or interfere unreasonably with the quiet enjoyment of other Units. The provisions of this Section 6.6 shall not apply to Units owned by the Declarant until such Units have been initially sold by the Declarant and paid for.

Section 6.7 Use of Units

In order to provide for congenial occupancy of the property, which shall be deemed to include both the Units and the Common Areas and Facilities, and for the protection of the values of the Units, the property shall be used only for residential purposes by not more than one family unit or by not more than three unrelated persons and in addition thereto:

(a) The Common Areas and Facilities shall be used for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

(b) No nuisances shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of this property by its residents.

(c) No immoral, improper, offensive, or unlawful use shall be made of the property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any

governmental agency having jurisdiction thereof, relating to any Unit, shall be eliminated by and at the sole expense of the Owner of said Unit, and relating to the Common Areas and Facilities shall be eliminated by the Trustees.

(d) No portion of a Unit (other than the entire Unit) may be leased or rented for any purposes. No Unit may be leased or rented for a period of less than thirty (30) days. All leases or rental agreements shall be in writing and shall be specifically subject to the provisions of (i) Chapter 183A, (ii) the Master Deed, and (iii) this Declaration of Trust and By-Laws and any rules and regulations promulgated thereunder.

(e) Notwithstanding anything to the contrary contained or referenced herein, the Declarant reserves to itself, its Affiliates, successors and assigns, the right to lease or rent any Unit on such terms as it deems to be in its best interest, as long as no Unit is leased or rented for a period of less than thirty (30) days. All leases or rental agreements shall be in writing and shall be specifically subject to the provisions of (i) Chapter 183A, (ii) the Master Deed, and (iii) this Declaration of Trust and By-laws and any rules and regulations promulgated thereunder.

(f) The architectural integrity of the Building and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, no awning, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Unit or Building or any part thereof. In addition, (i) no change or addition may be made to any landscaping without the approval of the Trustees; (ii) no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, window or window frame, exterior Unit door, or door frames shall be made; and (iii) no painting except in a uniform color designated by the Trustees or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window; provided, however, that the provisions of this Subparagraph (f) shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire, provided that a Unit Owner shall not, in any way whatsoever modify any structural components of such Owner's Unit. Notwithstanding anything to the contrary contained or referenced herein, the Declarant reserves to itself, its Affiliates, successors and assigns the right to improve, modify and decorate the Common Areas and Facilities, and to that end, shall have the right, without limiting the generality of the foregoing, to construct buildings, structures and improvements or additions to buildings, structures or improvements and to establish additional recreational and non-recreational facilities upon the Common Areas and Facilities and to install or replace

awnings, carpeting, shutters, signs, including those utilized for marketing, leasing or sales purposes, and to paint and/or stain the interior and exterior of the Residential Buildings, the Laundry Buildings, the Office and the Club House, and, if necessary or convenient to effectuate the foregoing, shall have a right of access to each Unit.

Section 6.7.1 Signs: General Limitations

So long as the Declarant, its Affiliates, successors or assigns, owns any Unit, no sign, plaque or communication of any description shall be placed on the exterior of any Unit or on any portion of the Common Areas and Facilities, by either a Unit Owner or the Trustees, and no "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising shall be maintained or permitted on any part of the property or in any Unit, except by the Declarant, its Affiliates, successors and assigns. Thereafter, no Unit Owner shall place any sign or other communication on the exterior of any Unit or on any portion of the Common Areas and Facilities without procuring the prior written approval of the Trustees.

Section 6.8 Common Expense Funds

Section 6.8.1 Reserve Funds

The Unit Owners shall be liable for common expenses attributable to their respective Units from the date of conveyance and, subject to the requirements as to reserve and contingent liability funds set forth in Section 8.4 hereof, 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 or as otherwise required by the provisions of Section 8.4 hereof, set aside common funds of the Condominium for reserve or contingent liabilities, and, subject to the provisions of Section 8.4 hereof, may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or, subject to the provisions of the following Sections 6.8.2 and 6.8.5, 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 6.8.2 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 be due and payable in advance in monthly installments on the first (1st) day of each month in 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, 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 amount of each such monthly installment shall be a personal liability of each Unit Owner (jointly and severally among the owners of each Unit) owning the Unit at the time the assessment became due and, if not paid when due, 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. Said lien shall in all events be subordinate to a first mortgage on the Unit if the mortgage was recorded or filed before the delinquent assessment was due. Said lien shall not be affected by the sale or transfer of the Unit except in the event of a foreclosure of a first mortgage, in which case the foreclosure shall extinguish the lien for any assessments that were payable before the foreclosure sale, but will not relieve any subsequent Unit Owner from paying further assessments; provided, however, that personal liability hereunder shall not pass to a Unit Owner's successors in title, unless they agree to assume such obligations.

Section 6.8.3 Foreclosure of Liens

The Trustees shall have the right and the duty to take such action as the Trustees deem reasonably required under the circumstances to collect such common charges, including without thereby limiting the generality of the foregoing, the commencement of appropriate legal proceedings. The Trustees shall have the right to recover such common charges by foreclosure of the lien on such Unit as provided in Section 6 of Chapter 183A. In any such action brought by the Trustees to foreclose a lien on a Unit because of unpaid common charges, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Trustees acting on behalf of all Unit Owners shall

have the power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the Beneficial Interest appurtenant thereto) convey or otherwise deal with the same. Notwithstanding the foregoing, a suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 6.8.4 Trustees Authorize Tax Abatement Applications

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

Section 6.8.5 Application of Common Funds

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

Section 6.8.6 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 by the mortgagor of such Unit in the performance of the mortgagor's obligation under the Master Deed or this Declaration of Trust.

Section 6.9 Rebuilding and Restoration, Improvements

Section 6.9.1 Determination of Scope of Loss

In the event of any casualty loss to the Trust property, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten (10%) per cent 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%) per cent of such value, the Trustees 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 exceeds ten (10%) per cent of such value, the Trustees shall forthwith submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) among the Unit Owners authorizing the Trustees to proceed with the necessary repair, rebuilding or restoration, and (b) a copy of the provisions of Section 17; and the Trustees shall thereafter proceed in accordance with, and take such further action as they may in their discretion deem advisable in order to implement the provisions of paragraph (b) of Section 17 to wit:

(a) If seventy-five (75%) per cent in interest of the Unit Owners do not agree within one hundred and twenty (120) days after the casualty to proceed with repair or restoration, the

Condominium, including all units, 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 appropriate agreement to rebuild is filed. The net proceeds of the partition sale, together with any common funds, shall be divided in proportion to the Unit Owners' respective Beneficial Interests. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A.

(b) If seventy-five (75%) per cent in interest of the Unit Owners agree to proceed with the necessary repair or restoration, the cost of the rebuilding of the Condominium in excess of any available common funds, including the proceeds of any insurance, shall be a common expense, provided, however, that if such excess cost exceeds ten (10%) per cent of the value of the Condominium prior to the casualty, any Unit Owner who did not so agree may apply to the Superior Court of Middlesex County 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.

Section 6.9.1(a) Condemnation and Withdrawal From Condominium Status

If more than ten percent (10%) of the Condominium is taken under any power of eminent domain, the taking shall be treated as a "casualty loss", and the provisions of Section 17 of Chapter 183A shall apply. Where one or more Units have been substantially altered or rendered uninhabitable as a result of partial taking, and the Unit Owners vote to restore and continue the Condominium pursuant to the provisions of Section 17 of said Chapter 183A, the Trustees shall have the authority to acquire the remaining portions of such Units, for such price as the Trustees shall determine, provided that any Unit Owner of such remaining portion who does not agree with such determination may apply to the Superior Court of Middlesex County on such notice to the Trustees as the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof, as approved by the Court. Where as a result of a partial taking any Unit is decreased in size or where the number of Units is decreased by any partial taking, then the Trustees may make such provision of realignment of the percentage interests in the Common Areas and Facilities as shall be just and equitable, subject to the consent of the mortgagees as is provided in Section 8.4 of the Condominium Trust, and shall record an amendment to the Master Deed reflecting the new percentage interests, whereupon such newly specified percentage interests shall become appurtenant to the Units stipulated and shall for all purposes and in all respects replace the prior appurtenant percentage interests.

In the event of a total or partial taking under the powers of eminent domain, the Unit Owners shall be represented by the Condominium acting through the Trustees. In the event of a partial taking, the award shall be allocated among the affected Units according to their appurtenant undivided interest in the Common Areas and Facilities, and paid first to the extent permitted by law, to the holder(s) of the first mortgage of such Unit(s), if any, up to, but not in excess of, the then principal balance secured thereby and any accrued interest and other charges then due the holder(s) of the first mortgage. In the case of a total taking of all Units and the Common Areas and Facilities or the withdrawal of the Condominium from condominium status pursuant to Section 19 of Chapter 183A, the entire award shall be payable to the Trustees to be allocated among the Units according to their appurtenant undivided interests in the Common Areas and Facilities, and paid first to the extent permitted by law, to the holder(s) of the first mortgage of such Unit(s), if any, up to, but not in excess of, the then principal balance secured thereby and any accrued interest and other charges then due the holder(s) of the first mortgage. As to any portion or portions of any award which are attributable to direct or consequential damages suffered by particular Units, they shall be payable to the owners of such particular Units and their mortgagees, as their interests may appear. The Trustees shall represent the Unit Owners in condemnation proceedings, negotiations and settlement discussions, and each Unit Owner by the acceptance of a Unit Deed appoints the Trustees as his, her or their attorney-in-fact for such purposes.

Section 6.9.2 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%) per cent or more of the Beneficial Interest in this trust to make any such improvement, the Trustees shall submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) specifying the 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%) per cent 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%) per cent, the Trustees shall proceed to make the improvement or improvements specified in such agreement and, in accordance with Section 18 of Chapter 183A, shall charge the cost of improvement to all the Unit Owners. The

agreement so circulated may also provide for separate agreement by the Unit Owners that if more than fifty (50%) per cent, but less than seventy-five (75%) per cent 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 6.9.3 Arbitration of Disputed Trustee Action

Notwithstanding anything in Sections 6.9.1 and 6.9.2: (a) In the event that any Unit Owner(s), by written notice to the Trustees, shall 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 6.9 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 arbitrator shall be designated by the Trustees, one by the dissenting Unit Owner(s) and a third by the two 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 6.10 Administrative Rules and Regulations

The Trustees may from time to time adopt, amend and rescind administrative rules and regulations governing 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 provisions of the Master Deed and this trust 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 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 6.11 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 shall determine.

Section 6.12 Insurance

Section 6.12.1 Basic Insurance

The Trustees shall, on behalf of the Natick Village Condominium Trust, obtain and maintain to the extent available in their name as insurance trustees for the use and benefit of the Unit Owners master policies of insurance of the following kinds, insuring the interests of the Trust, the Trustees, all 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 (including all of the Units, but not including ceiling, wall or floor decorations or coverings, drapes, furniture, furnishings and other personal property purchased, supplied or installed of or by 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 service or for common use, in an amount equal to one hundred (100%) per cent of their full replacement value (exclusive of land, footings, excavations, foundations and any other items normally excluded from coverage) 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 shall include a so-called Replacement Cost Endorsement, (2) loss or damage from all other perils normally covered with respect to condominiums similar in construction, location and use including all perils normally covered by the standard all risk endorsement, and (3) 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) (1) that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including each Unit mortgagee, and (2) that the coverage thereof shall not be terminated for nonpayment of premiums without 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 Unit Owners and their mortgagees upon request at least ten (10) days prior to the expiration of the 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, the Unit Owners and any manager or managing agent of the Condominium, with limits of not less than a single limit of One Million (\$1,000,000.00) Dollars for claims for bodily injury (including death) or property damage arising out of a single occurrence, and shall include, without limitation, legal liability of the insureds for bodily injury (including death) or property damage in connection with the operation, maintenance, or use of the Common Areas and Facilities, and liability arising out of law suits related to employment contracts of the Trust. All such policies shall provide (to the extent that such clauses are so obtainable) (1) that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including each Unit mortgagee, and (2) that the coverage thereof shall not be terminated for nonpayment of premiums without ten (10) days notice to all of the insureds including each mortgagee, and with an endorsement to cover liability of any insured to other insureds.

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

D. A "master" or "blanket" policy of flood insurance covering the buildings and any other property located within an area designated as a "special flood hazard area," as said phrase is defined by the Federal Emergency Management Agency. The amount of such insurance shall be at least equal to the lesser of (i) 100% of the current replacement cost of all buildings and other insurable property located in the flood hazard area, or (ii) the maximum coverage available for the property under the National Flood Insurance Program. The premiums for such insurance shall be paid as a common expense of the Condominium.

The Trustees may, in their sole discretion, purchase such other insurance as they shall determine, or as FNMA or FHLMC may require from time to time.

Section 6.12.2 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 for the benefit of the Unit Owners 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 Section

6.9. 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 the Common Areas and Facilities and 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 repair or restoration to be paid to the Trust or Unit Owners for whom held, upon completion of repair or restoration; but if pursuant to Section 6.9, 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 Beneficial Interests in the Trust if the Condominium is totally destroyed, and, in the event of a partial destruction, after payment for such restoration of the Common Area 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 6.12.3 Other Provisions

In addition to the coverage and provisions set forth in Section 6.12.1, the Trustees shall, in their discretion, if such provision is reasonably obtainable, see that all policies of physical damage insurance: (1) shall contain waivers of subrogation by the insurer as to claims 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 recognize any insurance trust; (3) 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 and shall be the primary source of insurance, even if the affected Unit Owner has an individual hazard insurance policy which cover his or her losses; (4) 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; (5) shall exclude policies obtained by individual Unit Owners from consideration under any "no other insurance" clause, and (6) shall include an agreed amount and inflation guard endorsement. The Trustees may include a deductible provision, up to One Thousand (\$1,000.00) Dollars, 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, and shall include, if available, so-called Construction Code endorsements.

Section 6.12.4 Owner's Insurance and Responsibility for
Increases 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 6.12.1 above, and each Unit Owner hereby assigns to the Trustee 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 6.12 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 6.12.5 Notice of Owner's Improvements

Each Unit Owner shall notify the Trustees in writing of all improvements to his or her Unit (except personal property other than fixtures) which exceed a total value of One Thousand (\$1,000.00) Dollars 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 6.12.1 hereof of any such improvements. Any premium increase caused by such improvements may be assessed to the Owner of the improved Unit. No Unit Owner shall be entitled to receive insurance proceeds for the repair, restoration or rebuilding of any such improvements not so reported to the Trustees, unless otherwise consented to by the Trustees.

Section 6.12.6 Insurance a Common Expense

The cost of the insurance purchased pursuant to Section 6.12 shall be a common expense assessable and payable as provided in Section 6.8.

Section 6.13 Notice to Unit Owners

Whenever under the provisions of the Master Deed or of this Trust, notice is required to be given to any Unit Owner, such notice shall also be given in the same manner to the holder of any mortgage on such Unit Owner's Unit of which the Trustees have notice. Whenever under the provisions of the Master Deed or of this trust, notice is required to be given to any Unit Owner or to the Trustees, such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to such Unit Owner or Trustee at such address as appears on the books of the Condominium, or, in the case of a Unit Owner, by delivering the same to his Unit, if such Unit appears as the Unit Owner's address. Such notice shall be mailed or delivered at least seven (7) days prior to the date

fixed for the happening of the matter, thing or event of which such notice is given. Notice shall be deemed as given as of the date of mailing or delivery. Whenever any notice is required to be given by law or under the provisions of the Master Deed or of this trust, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 6.14 Inspection of Books: Reporting 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 Owner and first mortgagee of any Unit at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trust for such year. If the Trustees so determine or if any Unit Owner so requests in writing to the Trustees, the report shall include financial statements by a certified public accountant which may, but need not, be certified, as the 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 his or her receipt of the report shall be deemed to have assented thereto.

Section 6.15 Checks, Notes, Drafts, and Other Instruments

Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the trust may be signed by any one Trustee, or by any person or persons to whom such power may at any time or from time to time have been delegated by not less than a majority of the Trustees.

Section 6.16 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.

Section 6.17 Right of Access

Each Unit Owner does hereby grant a right of access to his Unit, at reasonable times and upon reasonable notice except in emergencies, to the manager, the managing agent, or any other person authorized by the Trustees, managers or managing agent, for the purpose of making inspections or for the purpose of correcting any conditions originating in his Unit and threatening another Unit or the Common Areas and Facilities, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements in

his Unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present or not.

ARTICLE VII

Rights and Obligations of Third Parties Dealing with the Trustees

Section 7.1 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 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, other than by a certificate thereof, and such record or certificate shall be conclusive evidence of the personnel of the Trustees and of any change therein. The receipt 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 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 herein contained, and any instrument of appointment of a new Trustee or resignation or removal of an old Trustee purporting to be executed by the Trustees, Unit Owners or other persons required by this Trust to execute the same, shall be conclusive in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation, removal or appointment or the occasion thereof.

Section 7.2 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 the provisions of Section 4.8 of this trust or under provisions of Chapter 183A.

Section 7.3 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 7.4 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 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 the Registry. 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 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 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 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 trust, 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 7.5 Common Expense Certificates

Notwithstanding any other provision of this Article VII, 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 two Trustees then in office (or one if there be only one in office).

ARTICLE VIII

Amendments and Termination

Section 8.1 Amendments

The Trustees, with the consent in writing of Unit Owners entitled to not less than fifty (50%) percent of the Beneficial Interest in this Trust, may at any time, and from time to time, amend, alter, add to, or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change (a) according to the purport of which, the percentage of the Beneficial Interest hereunder of any Unit Owner would be altered or in any manner or to any extent whatsoever modified or affected, so as to be different from the percentage of the individual interest of such Unit Owner in the Common Areas and Facilities as set forth in the Master Deed, and any amendment 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 an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds by any two Trustees, if there be at least two 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 8.2 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 8.3 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 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 distributions of trust property may have passed.

Section 8.4 Provisions for the Protection of Mortgagees

Notwithstanding anything in the Master Deed or in this Condominium Trust and these By-Laws to the contrary, the following provisions shall apply for the protection of the institutional lenders who are holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

(a) In the event that the Unit Owners shall amend the Master Deed or this Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

(i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or

— (ii) accept a deed (or assignment) in lieu of a foreclosure in the event of default by a mortgagor; or

(iii) sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii) above.

(b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust, but shall not be exempt in case of a non-foreclosure transfer of said Unit after so acquiring title.

(c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee.

(d) Except as otherwise provided in the Master Deed or this Condominium Trust, the Unit Owners and Trustees shall not be entitled to take the following actions unless those First Mortgagees hold mortgages on Units which have at least sixty-seven (67%) percent of the votes of unit estates subject to first mortgages have given their prior written consent thereto:

(i) by any act or omission, seek to abandon or terminate the Condominium, except in the event of substantial destruction of the Condominium by fire or other casualty or in the case of a taking by condemnation or eminent domain; or

(ii) change the pro-rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro-rata share of ownership of each Unit in the Common Areas and Facilities; or

(iii) partition or subdivide any Unit; or

(iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or

(v) use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities for other than the repair, replacement or reconstruction thereof, except as otherwise provided in Section 6.9.1 hereof which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A; or

(vi) to repair, replace or reconstruct either the Units or the Common Areas and Facilities, or any portion thereof in the event of damage to the Condominium by fire or other casualty or in the case of a taking by condemnation or eminent domain except substantially in accordance with the Master Deed, and the Floor Plans.

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

(f) In no event shall any provision of the Master Deed or this Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities.

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

(i) written notification from the Trustees of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under the Master Deed or the provisions hereof which is not cured within sixty (60) days;

(ii) inspect the books and records of the Trust at all reasonable times;

(iii) receive an audited financial statement of the Trust within ninety (90) days following the end of any fiscal year of the Trust, provided it pays the cost thereof;

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

(v) receive prompt written notification from the Trustees of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage or any proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities;

(vi) receive prompt written notification of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and

(vii) receive prompt written notification of any proposed action that requires its consent.

(h) No agreement for professional management of the Condominium or any other contract with the Declarant may exceed a term of three (3) years from the date hereof, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee or penalty on ninety (90) days or less written notice. If in order to comply with the provisions of FHLMC and FNMA, the Trustees or the Declarant have been required to contract for professional management of the Condominium, the Unit Owners and Trustees shall not be entitled to establish, by any act or omission, self-management of the Condominium by the Trustees or the Unit Owners, unless (i) Unit Owners entitled to not less than Sixty-seven (67%) percent of the Beneficial Interest in this Trust consent thereto, and (ii) Eligible Mortgage Holders (as defined by FHLMC and FNMA, hereinafter "Eligible Mortgage Holders") holding mortgages on Units entitled to fifty-one (51%) percent of the Beneficial Interest in this Trust have given their prior written consent.

(i) Unit assessments for common charges (as set forth in Section 6.8 hereof) shall include an adequate reserve fund for maintenance, repairs and replacement of those portions of the Common Areas and Facilities that must be replaced on a periodic basis, and the Trustees shall set aside and reserve such funds. In addition, the Trustees shall establish a working capital fund (the "Working Capital Fund") which shall be maintained in a segregated account, equal to at least one (1/6) sixth of the annual assessment for common charges for each Unit as set forth in Section 6.8 hereof, to meet unforeseen expenditures, or to acquire additional equipment or service deemed necessary or desirable by the Trustees. Amounts paid into the Working Capital Fund are payments in addition to, and not to be considered as advance payments of regular assessments. Within sixty (60) days after Declarant has conveyed the first Unit, Declarant shall pay each unsold Unit's share of the Working Capital Fund to the Condominium Trust, which shall be reimbursed to the Declarant by the purchaser when the unsold Units are conveyed.

-(j) Except as otherwise provided in the Master Deed or this Condominium Trust, amendments of a material nature must be agreed to by Unit Owners representing at least sixty-seven (67%) percent of the total allocated votes in the Condominium Trust unless a greater percentage is required by this subsection. In addition, approval must be obtained from Eligible Mortgage Holders representing at least fifty-one (51%) percent of the votes of unit estates that are subject to mortgages held by Eligible Mortgage Holders. A change to any of the following would be considered material: (i) voting rights; (ii) assessments, assessment liens, or subordination of assessment liens; (iii) reserves for maintenance, repair and replacement of Common Areas; (iv) responsibility for maintenance and repairs; (v) insurance or fidelity bonds; (vi) a decision by the Condominium Trust to establish self-management when professional management has been required previously by an Eligible Mortgage Holder; (vii) restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration of Trust; (viii) any action to terminate the legal status of the project after any substantial destruction or condemnation occurs; or (ix) any provisions that expressly benefit mortgage holders, insurers or guarantors of any mortgage or any Unit in the Condominium; provided, however, that if any Eligible Mortgage Holder fails to deliver or post to the Trustees its disapproval within thirty (30) days of a written request by the Trustees for approval of any addition or amendment pursuant to the provisions of this paragraph, it shall be deemed to have approved such addition or amendment. When Unit Owners are considering termination of the legal status of the project for reasons other than substantial destruction of the property, the Eligible Mortgage Holders representing at least sixty-seven (67%) percent of the mortgaged Units must agree.

Except as otherwise provided in Section 14 of the Master Deed and Section 6.5.3 of the Condominium Trust, the following amendments must be agreed to by Unit Owners representing one hundred (100%) percent of the total allocated votes in the Condominium Trust and Eligible Mortgage Holders representing at least fifty-one (51%) percent of said Unit estates that are subject to mortgages held by Eligible Mortgage Holders in the Common Areas or right to their use: (i) reallocation of interests in the Common Areas, or right to their use; (ii) boundaries of any Unit; (iii) convertibility of Units into Common Areas or vice versa; (iv) expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project; (v) leasing of Units; (vi) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit.

The Declarant intends that the provisions of this Section 8.4 shall comply with the requirements of FHLMC and of FNMA with

respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this Section 8.4 may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment or a counterpart thereof as such instruments are duly registered with the Registry.

The Trustees, on behalf of the organization of Unit Owners, shall give written notice to FHLMC (c/o its Servicer at Servicer's address) and FNMA (c/o its Servicer at Servicer's address) of any loss to, or taking of, the Common Areas and Facilities of the Condominium if such loss or taking exceeds \$10,000, or damage to a Unit covered by a mortgage purchased in whole or in part by FMHLC or FNMA, as the case may be.

ARTICLE IX

Section 9.1 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 here.

Section 9.2 Conflicts

If any provision of this Trust shall be invalid or shall conflict with Chapter 183A, as amended, of the General Laws of the Commonwealth of Massachusetts, or if any provision of this trust conflicts with any provisions of the Master Deed, then the following rules of constructions shall be used:

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

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

(c) In the event of a conflict between any numerical voting requirements for action set forth in the Master Deed and

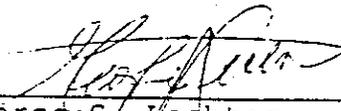
any such requirements set forth herein, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control;

(d) In the event of any conflict other than set forth in Paragraph 9.2.(c) of this Article between the provisions of the Master Deed and any other provision hereof, the provisions of the Master Deed shall control.

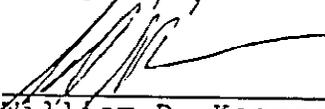
Section 9.3 Waiver

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.

IN WITNESS WHEREOF, George S. Lechter and William R. Keezer have hereunto set their hands and seals, this 10th day of April, 1987.



George S. Lechter



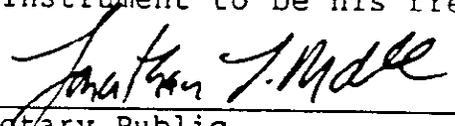
William R. Keezer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

April 10, 1987

Then personally appeared the above-named George S. Lechter, who acknowledged the foregoing instrument to be his free act and deed, before me,



Notary Public
My Commission Expires:

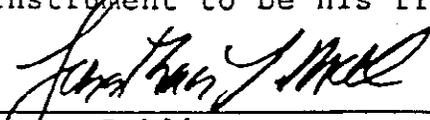
JONATHAN L MOLL
Notary Public
My Commission Expires January 23, 1992

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

April 10, 1987

Then personally appeared the above-named William R. Keezer, who acknowledged the foregoing instrument to be his free act and deed, before me,



Notary Public
My Commission Expires: _____

JONATHAN L MOLL
Notary Public
My Commission Expires January 23, 1992