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NORTHGATE GARDENS CONDOMINIUMS TRUST

THIS DECLARATION OF TRUST made this 2nd day of June, 1979, by John F. Paino of Lincoln, Middlesex County, Massachusetts, Richard J. Clery of Sudbury, Middlesex County and Elissa J. Sargent of Waltham, Middlesex County, Massachusetts (such persons, so long as they shall continue in office in accordance with the terms of this Declaration of Trust, and all other persons who at the time in question have been duly elected as trustees in accordance with this Declaration of Trust and are then in office are hereinafter together called the Trustees).

ARTICLE I

The Trust, Its Purpose, By-Laws and Name.

Section 1.1 Declaration of Trust and Purpose. The Trustees hereby declare that they hold all of the rights and power in and with respect to the common areas and facilities of the condominium established by the Master Deed, as hereinafter defined, which are by virtue of provisions of Chapter 183A of the Massachusetts General Laws conferred upon or exercisable by the organization of unit owners of said condominium, and all other rights, interests, powers, duties, and responsibilities granted to them as Trustees hereunder or under the Master Deed, as joint tenants with right of survivorship, in trust to exercise, manage, administer and dispose of the same and to receive the income thereof for the benefit of the owners of record from time to time of the units of said condominium (said units being hereinafter called the Units and said owners being hereinafter called the Unit Owners), according to the schedule of undivided beneficial interest in the common areas and facilities (hereinafter referred to as the Beneficial Interests) set forth in Section 3.1 hereof and in accordance with the provisions of said Chapter 183A, this trust being the organization of the Unit Owners established pursuant to the provisions of Section 10 of said Chapter 183A for the purposes therein set forth. The trust created by this Declaration of Trust is hereinafter referred to as the "Trust".

Section 1.2 Trust Relationship. It is hereby expressly declared that the Trust is not intended to be, shall not be deemed to be, and shall not be treated as, a general partnership, limited partnership, joint venture, corporation or joint stock company and that the Unit Owners are cestuis que trustent, and not partners or associates nor in any other relation whatever between themselves with respect to the trust estate, and hold no relation to the Trustees other than of cestuis que trustent, with only such rights and liabilities as are conferred upon them as such cestuis que trustent hereunder and under and pursuant to the provisions of said Chapter 183A.

Section 1.3 By-Laws. This Declaration of Trust, as from time to time amended, shall be and comprise the By-Laws of the Trust.

Section 1.4 Name of Trust. The name of the Trust shall be NORTHGATE GARDENS CONDOMINIUMS TRUST and under that name, so far as legal, convenient and practicable, all business shall be carried on by the Trustees and all instruments shall be executed by the Trustees. Said name (and the word "Trust" whenever used in this Declaration of Trust, except where the context otherwise requires) shall refer to the Trustees in their capacity as trustees, and not individually or personally, and shall not refer to the officers, agents or employees of the Trust or to the Unit Owners.

ARTICLE II

Definitions

As used in this Declaration of Trust, the following terms shall have the following meanings unless the context hereof otherwise requires:

Section 2.1 "Appurtenant Interests" shall have the meaning set forth in Section 6.1 hereof.

Section 2.2 "Beneficial Interests" shall have the meaning set forth in Section 1.1 above.

Section 2.3 "Buildings" shall mean the buildings which contain the Units and "Building" shall mean any one of such buildings.

Section 2.4 "By-Laws" shall mean the provisions of this Trust as the same may be amended from time to time.

Section 2.5 "Chapter 183A" shall refer to Chapter 183A of the General Laws of Massachusetts as from time to time amended.

Section 2.6 "Common Charges" shall mean all charges hereinafter made by this Trust to the Unit Owners.

Section 2.7. "Common Elements" shall mean the common areas and facilities of the Condominium as so described and designated in the Master Deed.

Section 2.8 "Common Expenses" shall mean the expenses of administration, operation, maintenance, repair or replacement of the Common Elements, expenses declared Common Expenses herein or by Chapter 183A, and betterment and other assessments referred to in Chapter 183A which are assessed to the Trustees.

Section 2.9 "Common Funds" shall mean all funds held by the Trustees.

Section 2.10 "Condominium" shall mean the Northgate Gardens Condominiums submitted to the provisions of Chapter 183A by the Master Deed.

Section 2.11 "Declaration of Trust" shall mean this declaration of trust as amended, restated or modified from time to time. References in this Declaration of Trust to "hereof," "herein" and "hereunder" shall be deemed to refer to the Declaration of Trust and shall not be limited to the particular text, article or section in which such words appear.

Section 2.12 "Holder of a First Mortgage" shall mean the holder of a first mortgage lien of record provided such holder is a bank, or savings and loan association, mortgage company or other corporate lender (whether chartered under state or federal law), insurance company, or any federal or state agency.

Section 2.13 "Master Deed" shall mean the master deed of the land and buildings known and numbered as 6 through 64 Jacqueline Road, and 15 through 96 Lionel Avenue, Waltham, Massachusetts, executed by the Sponsor dated the date hereof and recorded contemporaneously herewith, which subjects the Condominium to Chapter 183A.

Section 2.14 "Person" or "persons" shall mean any person or persons, whether acting in an individual, representative or fiduciary capacity, and any firm or firms, corporation or corporations, partnership or partnerships, and any legal entity or entities whatsoever.

Section 2.15 "Property" shall mean the properties and assets subjected to Chapter 183A by the Master Deed and any addition or additions thereto.

Section 2.16 "Rules and Regulations" shall mean any rules and regulations for operation of the Condominium adopted pursuant to Section 5.13 hereof.

Section 2.17 "Sponsor" shall mean Northgate Realty Corporation, a Massachusetts corporation with an usual place of business in Waltham, Middlesex County, Massachusetts and its successors and assigns.

Section 2.18 "Trust" shall have the meaning set forth in Section 1.1 above.

Section 2.19. "Trust Estate" shall mean any and all property, whether real, personal or mixed, tangible or intangible, held by the Trustees under the terms and provisions of this Declaration of Trust on behalf of the Trust.

Section 2.20 "Trustees" shall have the meanings set forth at the beginning of this Declaration of Trust.

Section 2.21 "Unit" shall have the meaning set forth in Section 1.1 above.

Section 2.22 "Unit Owner" shall have the meaning set forth in Section 1.1 above.

ARTICLE III

Unit Owners

Section 3.1 Beneficial Interests. The cestuis que trustent shall be the Unit Owners for the time being. The total Beneficial Interests in the Trust shall be divided among the Unit Owners according to the Beneficial Interests appertaining to the Units as set forth in Exhibit "A" attached hereto and made a part hereof.

Section 3.2 Beneficial Interest Held by One Person. Each Beneficial Interest shall be exercised by one person and shall not be divided among several owners of any Unit. To that end, whenever any Unit is owned of record by more than one person, the several owners of such Unit shall designate, by a notice in writing to the Trustees signed by all of the record owners of such Unit, one of such owners who shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder. Such designation shall take effect upon receipt of said notice by the Trustees and may be changed at any time from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate, by written notice to all such owners, any one such owner for such purposes.

Section 3.3 Annual Meeting. The annual meeting of the Unit Owners shall be held at eleven o'clock A.M. on the second Monday in March in each year, unless a different hour is fixed by the Trustees. If that day be a legal holiday at the place where the meeting is to be held, the meeting shall be held on the next succeeding day not a legal holiday at such place. Purposes for which an annual meeting is to be held, additional to those prescribed by law or by this Declaration of Trust, may be specified by the Trustees.

Section 3.4 Special Meeting in Place of Annual Meeting. If no annual meeting has been held in accordance with the foregoing provisions, a special meeting of the Unit Owners may be held in place thereof, and any action taken at such special meeting shall have the same force and effect as if taken at the annual meeting, and in such case all references herein to the annual meeting of the Unit Owners shall be deemed to refer to such special meeting. Any such special meeting shall be called as provided in Section 3.5 hereof.

Section 3.5 Special Meetings. A special meeting of the Unit Owners may be called at any time by the Trustees. Upon written application of a majority of the Trustees or of Unit Owners holding at least thirty-three percent (33%) in interest of the Beneficial Interest, the Trustees shall call a special meeting. Each call of a meeting shall state the place, date, hour and purposes of the meeting.

Section 3.6 Place of Meetings. All meetings of the Unit Owners shall be held at the principal office of the Trust in Massachusetts, or any place in the City of Waltham as the Trustees may designate. Any adjourned session of any meeting of the Unit Owners shall be held at the same city or town as the initial session, or within Massachusetts, in either case at the place designated in the vote of adjournment.

Section 3.7 Notice of Meetings. A written notice of each meeting of the Unit Owners, stating the place, date and hour and the purposes of the meeting, shall be given at least ten days before the meeting (a) to each Unit Owner, by leaving such notice with him or at his residence or usual place of business, or by mailing it, postage prepaid, addressed to such Unit Owner at his address as it appears in the records of the Trust and (b) to each holder of a first mortgage by mailing it postage prepaid to such holder at its usual or last known address. Such notice shall be given by the Trustees. No notice of any meeting of Unit Owners need be given to a Unit Owner or holder of a first mortgage if a written waiver of notice, executed before or after the meeting by such Unit Owner or his attorney thereunto duly authorized, or by such holder or its attorney thereunto duly authorized (as the case may be) is filed with the records of the meeting.

Section 3.8 Quorum of Unit Owners. At any meeting of the Unit Owners, a quorum shall consist of a majority in interest of all Beneficial Interests, except when a larger quorum is required by law or by this Declaration of Trust. Any meeting may be adjourned from time to time by a majority in interest of the Beneficial Interests voting upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

Section 3.9 Action by Vote. When a quorum is present at any meeting, a plurality in interests of the Beneficial Interests voting for election to any office shall elect to such office, and a majority in interest of the Beneficial Interests voting upon any question other than an election to an office shall decide the question, except when a larger vote is required by law or by this Declaration of Trust. No ballot shall be required for any election unless requested by a Unit Owner present or represented at the meeting and entitled to vote in the election.

Section 3.10 Action by Writing. Any action to be taken by the Unit Owners may be taken without a meeting if all Unit Owners entitled to vote on the matter consent to the action by writings filed with the records of the meetings of the Unit Owners. Such consents shall be treated for all purposes as a vote at a meeting.

Section 3.11 Proxies. Unit Owners entitled to vote may vote either in person or by proxy in writing.

ARTICLE IV

Trustees and Officers

Section 4.1 Trustees.

Subsection 4.1.1 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 from time to time by vote of the Unit Owners entitled to not less than fifty-one percent (51%) of the Beneficial Interests hereunder. Notwithstanding any other provisions hereof, (i) until the Sponsor is entitled to less than twenty-five percent (25%) of the Beneficial Interests hereunder or until four (4) years after the date of recording of the Master Deed, whichever occurs sooner, it shall be entitled to designate a majority of the Trustees (who need not be Unit Owners), and (ii) until the Sponsor is entitled to less than ten percent (10%) of the Beneficial Interests hereunder or until five (5) years after the date of recording of the Master Deed, whichever occurs sooner, it shall be entitled to designate one-third of the Trustees (who need not be Unit Owners).

Subsection 4.1.2 Acceptance of Trust. Each person hereafter elected as a Trustee shall sign and acknowledge in the manner required in Massachusetts for the acknowledgement of deeds, an acceptance of such election which shall be recorded in the Middlesex South District Registry of Deeds. Notwithstanding any other provisions in this Declaration of Trust contained, the failure to record such acceptance in said Registry of Deeds shall in no way affect the validity of such Trustees' election.

Subsection 4.1.3 Tenure. Except as otherwise provided by law or by this Declaration of Trust, the Trustees shall hold office until the next annual meeting of the Unit Owners and until their successors are elected and qualified, or until a Trustee sooner dies, resigns, is removed or become disqualified.

Subsection 4.1.4 Powers and Duties. The Trustees shall have the powers and duties necessary for the administration of the affairs of the Trust and the Condominium and may do all such acts and things except as by law or by the Master Deed or by this Declaration of Trust may not be delegated to the Trustees by the Unit Owners. Such powers and duties of the Trustees shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the Common Elements;
- (b) Determination of the Common Expenses;
- (c) Collection of the Common Expenses from the Unit Owners;
- (d) Employment, appointment and dismissal of employees and agents of the Trust, including without limitation, managing agent, managers, superintendents, brokers, engineers, architects and counsel, as necessary or advisable;
- (e) Adoption and amendment of Rules and Regulations covering the details of the operation and use of the Property subject to a right of the Unit Owners to overrule the Trustees (see Section 5.13 hereof);
- (f) Opening of bank accounts on behalf of the Trust and designating the signatories required therefor;
- (g) Leasing, managing and otherwise dealing with the Common Elements, including all parking spaces;
- (h) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to the Trust or purchased by it as the result of enforcement of the lien for Common Expenses, or otherwise;
- (i) Obtaining of insurance for the Property, including the Units, pursuant to the provisions of Section 5.7 hereof;
- (j) Making of repairs, additions and improvements to, or alterations of, the Property and repairs to and

restoration of the Property in accordance with the other provisions of this Declaration of Trust;

- (k) Enforcing obligations of the Unit Owners, allocating income and expenses, levying fines against the Unit Owners for violations of the Rules and Regulations or of the provisions of Article V hereof, and in the case of persistent violation of the Rules and Regulations or of the provisions of said Article V by a Unit Owner, requiring such Unit Owner to post a bond to secure adherence thereto; provided, however, that no fine may be levied for more than \$5 for any one violation but for each day a violation continues after notice it shall be considered a separate violation. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were Common Charges owed by particular Unit Owner or Unit Owners; and
- (l) Doing anything and everything else necessary and proper for the sound management of the Condominium.

Subsection 4.1.5 Regular Meetings. Regular meetings of the Trustees may be held without call or notice at such places and at such times as the Trustees may from time to time determine, provided that notice of the first regular meeting following any such determination shall be given to absent Trustees. A regular meeting of the Trustees may be held without call or notice immediately after and at the same place as the annual meeting of the Unit Owners.

Subsection 4.1.6 Special Meetings. Special meetings of the Trustees may be held at any time and at any place designated in the call of the meeting, when called by two or more Trustees, reasonable notice thereof being given to each Trustee by one of the Trustees calling the meeting.

Subsection 4.1.7 Notice. It shall be sufficient notice to a Trustee to send notice by mail at least forty-eight (48) hours or by a telegram at least twenty-four (24) hours before the meeting addressed to him at his usual or last known business or residence address or to give notice to him in person or by telephone at least twenty-four (24) hours before the meeting. Notice of a meeting need not be given to any Trustee if a written waiver of notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any Trustee who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him. Neither notice of a meeting nor a waiver of a notice need specify the purposes of the meeting.

Subsection 4.1.8 Quorum. At any meeting of the Trustees a majority of the Trustees then in office shall constitute a quorum. Any meeting may be adjourned from time to time by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

Subsection 4.1.9 Action by Vote. When a quorum is present at any meeting, a majority of the Trustees present may take any action, except when a larger vote is required by law or by this Declaration of Trust.

Subsection 4.1.10 Action by Writing. Any action required or permitted to be taken at any meeting of the Trustees may be taken without a meeting if written consents thereto are signed by all the Trustees and such written consents are filed with the records of the meetings of the Trustees. Such consents shall be treated for all purposes as a vote at a meeting.

Subsection 4.1.11 Committees. The Trustees may, by vote of a majority of the Trustees then in office, elect from their number an executive committee and other committees and may by vote delegate to any such committee or committees some or all of the powers of the Trustees except those which by law or by this Declaration of Trust they are prohibited from delegating and except that no such committee shall have the powers to determine Common Expenses or Common Charges hereunder. Except as the Trustees may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the Trustees or such rules, its business shall be conducted, as nearly as may be, in the same manner as is provided by this Declaration of Trust for the conduct of business by the Trustees.

Section 4.2 Officers and Agents.

Subsection 4.2.1 Enumeration; Qualification. The officers of the Trust shall be such officers, if any, as the Trustees from time to time, may in their discretion elect or appoint. The Trust may also have such agents, if any, as the Trustees from time to time, may in their discretion appoint. Any officer may be but none need be a Trustee or Unit Owner. Any two or more offices may be held by the same person. Any officer may be required by the Trustees to give bond for the faithful performance of his duties to the Trust in such amount and with such sureties as the Trustees may determine or as may be required to obtain the approval of the Federal National Mortgage Association (FNMA) for the purchase by FNMA of loans in condominium projects.

Subsection 4.2.2 Powers. Subject to law and to the provisions of this Declaration of Trust, each officer shall have such duties and powers as the Trustees may from time to time designate.

Section 4.3 Resignation and Removals; Compensation. Any Trustee or officer may resign at any time by delivering his resignation in writing to a meeting of the Trustees. Such resignation shall be effective upon receipt unless specified to be effective at some other time. A Trustee (including persons elected by Trustees to fill vacancies but not including any of the three original trustees named at the beginning of this Declaration of Trust) may be removed from office (a) with or without cause by the vote of the holders of a majority in interest of the Beneficial Interests but such removal shall take effect only when approved by vote of a majority of the Trustees then in office exclusive of the Trustee or Trustees to be removed, or (b) for cause by vote of a majority of the Trustees then in office. A Trustee may be removed for cause only after reasonable notice and opportunity to be heard before the body proposing to remove him. Trustees and officers shall be entitled to be reimbursed for their reasonable expenses. No Trustee or officer shall receive any compensation for services rendered as such Trustee or officer but this shall not preclude any such person from performing any other service for the Trust, legal or otherwise, and receiving compensation therefor. The resignation of any Trustee, or in the case of removal of a Trustee a certificate of such removal signed by a majority of the remaining Trustees, in each case acknowledged in the manner required in Massachusetts for the acknowledgement of deeds, shall be recorded with the Middlesex South District Registry of Deeds.

Section 4.4 Vacancies. Any vacancy in the Trustees may be filled by the Unit Owners or, in the absence of the Unit Owner action for a period of thirty (30) days, by the Trustees by vote of a majority of the Trustees then in office, subject to the right of the Sponsor to fill the vacancy of any Trustee appointed by it and to fill any vacancy created by an increase in the number of trustees so long as it is entitled to designate such Trustee as provided in Subsection 4.1.1. The Trustees shall have and may exercise all their powers notwithstanding the existence of one or more vacancies in their number.

Section 4.5 Indemnification. The Trust shall, to the extent legally permissible, indemnify each of its Trustees and officers (including any person who serves at its request as a director, officer, partner, Trustee or the like of another organization in which it has any interest, as a shareholder, creditor or otherwise) against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him in connec-

tion with the defense or disposition of any action, suit or other proceedings, whether civil or criminal, in which he may be involved or with which he may be threatened, while in office or thereafter, by reason of his being or having been such a Trustee or officer, except with respect to any matter as to which he shall have been adjudicated in any proceeding to have acted in bad faith or with wilful misconduct or reckless disregard of his duties or not to have acted in good faith in the reasonable belief that his action was in the best interests of the Trust. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any Trustee or officer may be entitled herein or by contract or otherwise under law. As used in this Section, the terms "Trustee" and "officer" include their respective heirs, executors and administrators. Nothing contained in this Section shall affect any rights to indemnification to which personnel other than Trustees and officers may be entitled by contract or otherwise under law.

Section 4.6 Interest not Disqualify. No person shall be disqualified from holding any office by reason of any interest. In the absence of fraud, any Trustee or Unit Owner or any officer of this Trust individually, or any concern in which any such Trustees, officers or Unit Owners have any interest, may be a party to, or may be pecuniarily or otherwise interested in, any contract, transaction or other act of this Trust, and

- (a) such contract, transaction or act shall not be in any way invalidated or otherwise affected by that fact;
- (b) no such Trustee, officer, Unit Owner or concern shall be liable to account to this Trust for any profit or benefit realized through any such contract, transaction or act; and
- (c). Any such Trustee may be counted in determining the existence of a quorum at any meeting of the Trustees or of any committee thereof which shall authorize any such contract, transaction or act, and may vote to authorize the same;

provided, however, that such contract, transaction or act shall be duly authorized or ratified by a majority of the Trustees who are not so interested and to whom the nature of such interest has been disclosed.

The term "interest" shall include any personal interest and interest as a director, officer, stockholder, shareholder, trustee, member or beneficiary of any concern.

The term "concern" shall mean any corporation, association, trust, partnership, firm or person other than this Trust.

To the extent permitted by law, the authorizing or ratifying vote of the holders of a majority in interest of the Beneficial Interests at an annual meeting or a special meeting duly called for the purpose (whether such vote is passed before or after judgment rendered in a suit with respect to such contract, transaction or act) shall validate any contract, transaction or act of this Trust, or of the Trustees or any committee thereof, with regard to all Unit Owners, whether or not of record at the time of such vote, and with regard to all creditors and other claimants under this Trust; provided, however, that with respect to the authorization or ratification of contracts, transactions or acts in which any of the Trustees, officers or Unit Owners have an interest, the nature of such contracts, transactions or acts and the interest of any Trustee, officer or Unit Owner therein shall be summarized in the notice of any such annual or special meeting, or in a statement or letter accompanying such notice, and shall be fully disclosed at any such meeting; provided, also, that Unit Owners so interested may vote at any such meeting; and provided further, that any failure of the Unit Owners to authorize or ratify such contract, transaction or act shall not be deemed in any way to invalidate the same or to deprive this Trust, its Trustees, officers or employees of its or their right to proceed with such contract, transaction or act. No contract, transaction or act shall be avoided by reason of any provision of this subsection which would be valid but for those provisions.

ARTICLE V

Operation of the Property

Section 5.1 Determination of Common Expenses and Fixing of Common Charges. The Trustees shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the Common Charges payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such Common Charges among the Unit Owners according to their respective Beneficial Interests. The Common Expenses may also include such amounts as the Trustees may deem proper for the operation and maintenance of the Property, including without limitation, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Trustees pursuant to the provisions of Section 5.7, an amount for working capital of the Condominium, for a general operating reserve, for a reserve for replacements, and to make up any deficit in the Common Expenses for any prior year. The Common Expenses may also include such amounts as may be required for the

purchase or lease by the Trustees, on behalf of all Unit Owners, pursuant to the terms of this Declaration of Trust, of any Unit whose owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale. The Trustees shall advise all Unit Owners, promptly in writing, of the amount of the Common Charges payable by each of them, respectively, as determined by the Trustees, as aforesaid and shall furnish copies of each budget on which such Common Charges are based, to all Unit Owners.

Section 5.2 Payment of Common Charges. All Unit Owners shall be obligated to pay the Common Charges assessed by the Trustees pursuant to the provisions of Section 5.1 monthly in advance or at such other time or times as the Trustees shall determine. No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against his Unit subsequent to a sale, transfer or other conveyance by him of such Unit, together with the Appurtenant Interests (as defined in Section 6.1). Any lien on a Unit for payment of Common Charges shall be subordinate to the lien of the holder of a first mortgage on any Unit recorded prior to the date such Common Charge became due. Each holder of a first mortgage on a Unit who comes into possession of the Unit by virtue of foreclosure of the mortgage, or by deed in lieu of foreclosure, or any purchaser at foreclosure sale, will take the Unit free of any claims for unpaid Common Charges against the Unit which accrue prior to the time such holder comes into possession of the Unit.

Section 5.3 Collection of Assessments. The Trustees shall assess Common Charges against the Unit Owners from time to time (at least annually) and shall take prompt action to collect any Common Charge due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof.

Section 5.4 Default in Payment of Common Charges. In the event of default by any Unit Owner in paying to the Trustees the Common Charges as determined by the Trustees, such Unit Owner shall be obligated to pay interest at the legal rate, or at such higher rate as shall be determined by the Trustees from time to time, on such Common Charges from the due date thereof, together with all expenses, including attorney's fees, incurred by the Trustees in any proceeding brought to collect such unpaid Common Charges. The Trustees shall have the right and duty to attempt to recover such Common Charges, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit as provided in Section 6 of Chapter 183A.

Section 5.5 Foreclosure of Liens for Unpaid Common Charges. In any 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 Interests appurtenant to), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 5.6 Statement of Common Charges. The Trustees shall promptly provide any Unit Owner and potential purchaser of a Unit so requesting the same in writing, with a written statement in recordable form of all unpaid Common Charges due from such Unit Owner.

Section 5.7 Insurance. The Trustees shall be required to obtain and maintain, to the extent obtainable, and permitted by applicable law, the following insurance: (1) fire with extended coverage insuring the Property, including the Common Elements, all of the Units with the equipment installed therein on the date of recording of the Master Deed, and all additions, alterations and improvements thereof, thereafter made, but not including any furniture, furnishings, or fixtures or equipment installed by Unit Owners, such insurance to name as insureds the Trustees for the benefit of all Unit Owners and their mortgagees, and, to the extent obtainable, to name as insureds said Unit Owners and their mortgagees, in an amount at least equal to the full replacement value of the Property (other than land) without deduction for depreciation, with loss payable to the Trustees, in accordance with the provisions of this Declaration of Trust; (2) Workmen's Compensation Insurance; and (3) such other insurance as the Trustees may determine. All such policies shall provide that adjustment of loss shall be made by the Trustees.

All such policies of physical damage insurance shall contain, to the extent available, waivers of subrogation as to any claim against the Trustees, its agents and employees, Unit Owners, their respective employees, agents and guests, and of any defense based on invalidity arising from the acts of the insured and shall provide that such policies may not be cancelled or substantially modified without at least twenty (20) days' prior written notice to all of the insureds, including all mortgagees of Units and recovery thereunder shall not be affected on account of the availability of proceeds under any policies obtained by individual Unit Owners covering their own Units. The Trustees shall obtain at least annually an independent appraisal of the

full replacement value of the Property (other than land), including all of the Units and all of the Common Elements therein and additions, alterations and improvements, without deduction for depreciation, for the purposes of determining the amount of fire insurance to be effected pursuant to this Section, and the amount of such insurance shall in no event be less than the full replacement value as so determined.

Subject to the provisions of Section 5.8, insurance proceeds received by the Trustees shall be held in trust in an identified and segregated fund for the benefit of the Unit Owners and mortgagees. If the cost of restoring the Common Elements is estimated by the Trustees to exceed the sum of Fifty Thousand Dollars (\$50,000) then the Trustees shall give written notice of such loss to all holders of First Mortgages, and in addition, if the cost of restoration of any Unit is estimated by the Trustees to exceed Five Thousand Dollars (\$5,000) then the Trustees shall give written notice of such loss to the mortgagees holding mortgages on that Unit.

The Trustees shall also be required to obtain and maintain to the extent obtainable, public liability insurance in such limits as the Trustees may, from time to time, determine covering each Trustee, the managing agent, the manager and each Unit Owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Trustees shall review such limits at least annually.

Unit Owners should carry insurance for their own benefit insuring any wall, ceiling or floor decorations or coverings, drapes, furniture, furnishings, fixtures, equipment and other personal property provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Trustees shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

Notwithstanding any other provisions of this Trust, the holder of any first mortgage on any Unit or any part of the Common Areas, in the event of substantial damage to or destruction of any Unit or Common Area, will be entitled to timely notice of such damage or destruction from the Trustees, and will be entitled to priority with respect to any insurance proceeds distributed to its Mortgagor.

Section 5.8 Repair or Reconstruction After Fire or Other Casualty.
In the event of damage to or destruction of the Common Elements of the Condominium as a result of fire or other casualty (unless the casualty exceeds ten (10%) per cent of the value of the Property prior to the casualty and seventy-five (75%) per cent or

more of the Unit Owners agree not to proceed with the repair or restoration as provided by the last paragraph of this Section) or in the event of damage to or destruction of any Unit as a result of fire or other casualty, whether or not the Common Elements have been damaged or destroyed (unless the last paragraph of this Section is applicable), the Trustees shall promptly adjust the loss, arrange for the prompt repair or restoration of the same, and disburse the proceeds of all insurance policies in payment of all costs and expenses actually incurred in connection with such repair or restoration in appropriate progress payments and with appropriate retainage. All insurance proceeds paid to the Trustees on account of any casualty shall be dedicated solely to the repair or restoration of the loss, and any application of said proceeds by the Trustees on account thereof, shall be prior to the application of such proceeds for any other purpose.

In the event that the total cost of repair or restoration as estimated on the basis of an independent appraisal, or as determined during the course of repair or restoration exceeds the total sum of available insurance proceeds, then the Trustees shall assess, levy or charge all Unit Owners, as a Common Expense, for the amount estimated to repair or restore the Common Elements and Units (Unit) in excess of the insurance proceeds available therefor.

Whenever the estimated cost of repair or restoration exceeds as to any one casualty or occurrence, on the basis of an independent appraisal, the sum of Fifty Thousand Dollars (\$50,000) with respect to the Common Elements and Five Thousand Dollars (\$5,000) with respect to any one Unit, then the Trustees shall retain a registered architect or registered engineer, who shall not be directly or indirectly a Unit Owner or an employee or agent of any Unit Owner or a member or an employee or agent of any member of the Trustees to supervise the work of repair or restoration, and no sums shall be paid by the Trustees on account of such repair or restoration except upon certification to it by such architect or engineer that the work for which payment is being made has been completed in a good and workmanlike manner in accordance with approved plans and specifications and that the estimated total cost of completion of said repair or restoration, less amounts theretofore advanced, does not exceed the undisbursed proceeds of insurance as augmented by funds obtained by any assessment or assessments levied or chargeable to the Unit Owners as a Common Expense.

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

If there shall have been a repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be added to the Trust's Common Funds or, at the option of the Trustees, divided among all the Unit Owners in proportion to their respective Beneficial Interests.

Notwithstanding the foregoing, if as a result of fire or other casualty the loss exceeds ten per cent (10%) of the value of the Condominium prior to the casualty, and

- (a) If seventy-five per cent (75%) in interest of the Unit Owners do not agree within 120 days after the date of 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 an 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 Owner's respective Beneficial Interests, but, to the extent permitted by law, be paid first to the holder of any mortgage permitted pursuant to Section 6.3. Upon such sale of the Condominium, it shall be deemed removed from the provisions of Chapter 183A.
- (b) If seventy-five per cent (75%) 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 per cent (10%) 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 5.9 Maintenance and Repairs.

(a) All maintenance and replacement of and repairs to any Unit, other than to the Common Elements contained therein, including painting of interior surfaces of doors and window sashes, and all washing of interior and exterior surfaces of windows shall be done by the Unit Owner at the Unit Owner's expense, excepting as otherwise specifically provided herein.

(b) Except for certain maintenance required to be performed by Unit Owners to patios and balconies as expressly set forth in the Master Deed, all maintenance, repairs and replacements to the Common Elements shall be done by the Trustees and shall be charged to all the Unit Owners as a Common Expense, excepting to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner. Any two Trustees, the managing agent or manager may approve payment vouchers for such work.

(c) Subject to any guidelines from time to time adopted by the Unit Owners, the Trustees may provide (through a manager or otherwise, at a cost to be included in the Common Charges) an arrangement for the performance of ordinary maintenance work within the Units, which work shall not be such as is necessitated by ordinary wear and tear and shall not extend to wall, floor or ceiling coverings or decorations.

Section 5.10 Improvements.

(a) Fifty per cent (50%) or more but less than seventy-five per cent (75%) in interest of the Unit Owners may agree to make an improvement to the Common Elements but the cost of such improvements shall be borne solely by the Unit Owners so agreeing.

(b) Seventy-five per cent (75%) or more in interest of the Unit Owners may agree to make an improvement to the Common Elements and assess the cost thereof to all Unit Owners as a Common Expense, but if such improvement shall cost in excess of ten per cent (10%) of the then value of the Condominium, any Unit Owner not so agreeing may apply to the Middlesex Superior Court, on such notice to the Trustees as the court shall direct, for an order directing the purchase of his Unit by the Trustees at fair market value thereof as approved by the court. The cost of any such purchase shall be a Common Expense.

Section 5.11 Restriction on Use of Units and Common Elements.

In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be subject to the following provisions and restrictions:

A. Each of the Units is intended to be used solely for residential purposes subject, in all events, to the restrictions set forth below in this Section 5.11, provided, however, that such Units may be used by the Sponsor for other purposes pursuant to provisions of Subparagraph D of this Section 5.11, and certain Units may be used for medical or dental offices pursuant to the provisions of Subparagraph C of this Section 5.11.

B. The parking spaces within the Common Elements are intended to be used for the parking of currently registered and licensed private passenger cars, in operating condition, of occupants of Units and their guests and invitees, and not for trucks, boats, trailers or other vehicles or items except in connection with the operation and maintenance of the Condominium, or as provided in the easements referred to in the Master Deed, or with the prior written permission of the Trustees; provided, however, that such parking spaces may be used by the Sponsor for other purposes pursuant to provisions of subparagraph D of this Section 5.11.

C. The Units and the Common Elements shall be subject to the restrictions that, unless otherwise permitted by instrument in writing duly executed by the Trustees pursuant to provisions of the Trust: (a) no Unit shall be used for any purpose other than as a residence except as otherwise provided in this Section 5.11; (b) no business activities of any nature shall be conducted in any such Unit, except as provided in Subparagraphs A and D, of this Section 5.11 and except that Unit 25-A in Building Number 25 and Unit 15-B, in Building Number 15, may be used for medical or dental offices, to the extent the deed of each such Unit from the Sponsor so provides; (c) no portion of a Unit (other than the entire Unit) may be leased or rented; (d) no animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except with the prior written approval of the Trustees, which approval may be revoked at any time for any reason, or without reason; the keeping of any pet even with such approval shall be subject to the rules and regulations adopted by the Trustees, and subject to the condition that they are not kept, bred or maintained for any commercial purposes; and subject to the further condition that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days' written notice from the Trustees. In no event shall any dog be permitted in any portion of the Common Elements, unless carried or on a leash, or in any grass or landscaped area under any circumstances, except that a Unit Owner's dog shall be permitted in the patio or balcony in which such Unit Owner has an exclusive easement as provided in the Master Deed. All pets must be identified and registered upon execution of a purchase and sale agreement with the Sponsor or its successors and assigns; (e) the architectural integrity of the Buildings and the Units shall be preserved without modification, and to that end, without limiting the generality: no porch, patio, balcony, terrace, garden or yard enclosure, awning, screen, antenna, sign (except as provided in Section 5.15), banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any such Unit or any part thereof; no addition to or change or replacement of any

exterior light, door knocker or other exterior hardware shall be made; and no painting, attaching of decalomania 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, the owner of a Unit may, if the structural walls, supports and other structural aspects of the Buildings are not adversely affected, change the interior partitioning thereof, subject to the approval of the Trustees and subject to such conditions as the Trustees may impose with respect to such changes; and further provided that an owner of two (2) Units may, subject to the same conditions and approvals, remove all or part of an interior wall or ceiling or floor separating such Units; (f) all maintenance and use by Unit Owners of patios, terraces, balconies, lights and other facilities shall be done so as to preserve the appearance and character of the same and of the Property without modification; (g) all use and maintenance of the Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units and in accordance with provisions of rules and regulations with respect thereto from time to time promulgated by the Trustees; (h) the Common Elements shall be used only 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; (i) 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 the Property by its residents; (j) 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 of 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 Elements shall be eliminated by the Trustees; (k) for soundproofing purposes all Units must at all times have floor coverings of the same basic characteristics as those initially provided or offered by the Sponsor or other floor coverings approved in writing by the Board of Trustees; (l) a Unit Owner shall not place or cause to be placed in the lobbies, vestibules, stair halls, public halls, corridors, stairways or other Common Elements, other than a patio, balcony, or storage space to which such Unit Owner has exclusive rights, any furniture, packages, or objects of any kind. The public halls, corridors, stair halls, and stairways shall be used for no purpose other than normal transit through them. No clotheslines or other objects deemed objectionable by the Trustees shall be placed in any of the Common Elements. There shall be no parking on the Property except in the parking spaces; and parking in said spaces shall be limited to those having rights to park in same; (m) no Unit may be partitioned or subdivided without the prior approval of the holder of any first mortgage on such unit.

Said restrictions shall be for the benefit of the Unit Owners and the Trustees as the persons in charge of the common areas and facilities, may be waived in specific cases by the Trustees, and shall, insofar as permitted by law, be perpetual; and to that end may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. The failure of any Unit Owner to comply with the provisions of said restrictions will give rise to a cause of action in the Trustees and any aggrieved Unit Owner for the recovery of damages, or for injunctive relief, or both. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his or her ownership thereof.

D. Notwithstanding anything to the contrary contained herein, the Sponsor may, until all of said Units have been sold by said Sponsor, (i) use any Units owned by the Sponsor as models for display, as offices and/or as storage areas, or for any other uses which it deems necessary or desirable in connection with the construction, sale, management, or leasing of Units and (ii) use any parking spaces for parking of trucks, for storage, or any other uses which it deems necessary or desirable in connection with the construction, sale, management or leasing of Units.

E. A majority of the Trustees then in office may, by an instrument in writing and in accordance with the provisions of the Declaration of Trust, adopt such rules and regulations from time to time as they may determine to be necessary or appropriate (i) to ensure that the Buildings and Units and parking spaces are used for the purposes set forth in Subparagraph A and Subparagraph B of this Section 5.11 and to protect the architectural integrity of the Buildings, and (ii) to govern the use of the Common Elements and the recreational facilities included therein.

Section 5.12 Right of Access. A Unit Owner shall grant a right of access to his Unit, at reasonable times and upon reasonable notice except in emergencies, to the manager, the managing agent, and any other person authorized by the Trustees, the manager or the 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 a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Buildings. In case of an emergency such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section 5.12, any costs for repairs shall be borne in accordance with the provisions of Section 5.9 above.

Section 5.13 Rules and Regulations. Rules and Regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Trustees; provided, however, that any such Rules and Regulations shall not be promulgated and amended which will adversely affect the holder of any mortgage permitted pursuant to Section 6.3 without the consent of such holder. A vote of two-thirds (2/3) in interest of Unit Owners at a meeting may overrule and declare void any Rules and Regulations adopted by the Trustees. Copies of the Rules and Regulations shall be furnished by the Trustees to each Unit Owner and to the holder of any mortgage referred to herein, prior to the time when the same shall become effective.

Section 5.14 Water Charges, Electricity and Sewer Rents. Water and electricity shall be supplied to the Common Elements and water shall be supplied to the Units through one or more meters and the Trustees shall pay, as a Common Expense, all charges for water and electricity so supplied promptly after the bills for the same shall have been rendered. In the event of a proposed sale of a Unit by the Owner thereof, the Trustees, on request of the selling Unit Owner shall execute and deliver to the purchaser of such Unit or to the purchaser's title insurance company, a letter agreeing to pay all charges for water and sewer rents affecting the Unit as of the date of closing of title to such Unit promptly after such charges shall have been billed.

Section 5.15 Signs. So long as the Sponsor owns any Unit, no sign, plaque or communication of any description shall be placed on the exterior of any Unit or Common Element, by either a Unit Owner or the Trustees (but the Sponsor may place such signs), 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 therein except those maintained by Sponsor. After the Sponsor has parted with all interest in the Property, no Unit Owner shall place any sign or other communication on the exterior of any Unit or Common Element without procuring the prior written approval of the Trustees.

Section 5.16 Managing Agent and Manager. The Trustees may employ for the Condominium a managing agent and/or a manager at a compensation established by the Trustees, to perform such duties and services as the Trustees shall authorize. The Trustees may delegate to the manager or managing agent, all of the powers granted to the Trustees by the Declaration of Trust other than the powers set forth in subdivisions b, e, f, h, that portion of k relating to levying (but not collecting) fines and requiring bonds, and l of Section 4.1.4.

Section 5.17 Condemnation. If more than ten per cent (10%) in value of the Condominium is taken under the 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 a 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 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 a partial taking, then the Trustees may make such provisions for realignment of the Beneficial Interests as shall be just and equitable.

In the event of total or partial taking under the powers of eminent domain, the Unit Owners shall be represented by the Trust acting through the Trustees. In the event of a partial taking, the award shall be allocated to the respective Unit Owners, according to their respective Beneficial Interests, except as to such portion or portions of the award which are attributable to direct or consequential damages suffered by particular Units, which shall be payable to the Owners of such Units or their mortgagees, as their interests may appear. In the case of a total taking of all Units and the Common Elements, the entire award shall be payable to the Trustees to be distributed to the Unit Owners in accordance with their respective Beneficial Interests, or their mortgagees, as their interests may appear.

No vote or consent required of a Unit Owner pursuant to this Section shall be deemed effective without the written consent of the holder of any mortgage permitted by Section 6.3.

If any Unit or portion thereof is taken under the power of eminent domain, the holder of any mortgages on such Unit shall be given notice by the Trustees of such taking. Mortgagees of Units will be entitled to priority with respect to any awards distributed to their Mortgagors.

ARTICLE VI

Sales and Mortgages of Units

Section 6.1 No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the interest of such Unit Owner in the Common Elements and assets of

the Trust, including, without limitation, the exclusive right and easement of such Unit Owner to use any parking space, patio, balcony or storage area which is granted by the first Unit Deed (hereinafter collectively called the Appurtenant Interests), it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

Section 6.2 Payment of Assessments. No Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Trustees all unpaid Common Charges theretofore assessed by the Trustees against his Unit and until he shall have satisfied all unpaid liens against such Unit, except permitted mortgages. Nothing herein shall be deemed to affect the validity of any permitted mortgage given by a Unit Owner in contravention of this Section.

Section 6.3 Mortgage of Units. A Unit Owner may grant any mortgage or mortgages of his Unit to any person or persons. All mortgages of a Unit shall be permitted by this Section 6.3 and shall be deemed Permitted Mortgages. A Unit Owner who mortgages his Unit, shall notify the Trustees of the name and address of his mortgagee and shall file a conformed copy of the mortgage with the Trustees; the Trustees shall maintain such information in a book entitled "Mortgages of Units". The failure of a Unit Owner to so notify the Trustees or to file a conformed copy with them shall not invalidate the mortgage or any of its provisions or the rights of any holder of such mortgage. The Trustees, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid Common Charges due from, or any other default by, the owner of the mortgaged Unit. The Trustees, when giving notice to a Unit Owner of a default in paying Common Charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Trustees. In addition, the Trustees shall send written notice to all holders of mortgages of which the Trustees have notice, of any proposed amendment to this Declaration of Trust to be made pursuant to Section 9.1. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Trust and the books of account of any Managing Agent or Manager relating to the Condominium at reasonable times on business days. In addition,

any holder of a first mortgage on a Unit will, upon request, be entitled to receive an annual financial statement of the Condominium within ninety (90) days following the end of any fiscal year of the Trust. Such annual financial statement shall be an audited financial statement if the Trustees so require or if the Federal National Mortgage Association is the holder of a mortgage of any Unit.

If a mortgagee, gives written notice to the Trustees that there is a default in a mortgage on a Unit held by it, or if a mortgagee gives written notice to the Trustees of an agreement or covenant by a Unit Owner that said mortgagee is to be the proxy of said Unit Owner, then such mortgagee shall be recognized as the proxy of the Unit Owner of such unit for all matters concerning the Condominium until the mortgagee revokes the same by written notice to the Trustees, or such mortgage is discharged of record; provided, however, that if the mortgagee, who has received written notice of the meeting, is not represented at a meeting of Unit Owners, then the Unit Owner may, notwithstanding the foregoing, cast the vote attributable to his Unit. In the event two or more mortgagees of the same Unit give notice or seek to exercise rights hereunder, the mortgagee who in good faith determination of the Trustee holds the senior lien upon the Unit shall have the rights granted in this paragraph.

ARTICLE VIII

Rights and Obligations of Third Parties Dealing with the Trustees

Section 7.1 Third Parties No Duty of Inquiry. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in the Middlesex South District Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees hereunder, or be affected by any notice, implied or actual otherwise than by a certificate thereof, and such record or certificate shall conclusively evidence the persons who are then Trustees. The receipts of the Trustees, or any one or more of them, for moneys or things paid or delivered to them or him shall be effectual discharges therefrom to the person 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 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 Estate shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed or otherwise as to the purpose or regularity of any of the acts of the Trustees, or any or more of them, purporting to be done in the pursuance of any of the pro-

visions or powers herein contained, or as to the regularity of the resignation, removal or election of any Trustee, and any records of the Trust purporting to be executed by persons herein required to execute the same, shall be conclusive evidence in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited.

Section 7.2 No Recourse to Trustees. No recourse shall be had at any time 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 Estate for payment under such contract or claim, or for the payment of 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 Unit Owners, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under provisions hereof or under provisions of Chapter 183A.

Section 7.3 All Instruments Subject to Terms Hereof. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express reference shall have been made to this instrument.

Section 7.4 Recording in Registry. This Declaration of Trust and any amendments hereto and any certificate herein required to be recorded and any other certificate or paper signed by said Trustees or any of them which it may be deemed desirable to record shall be recorded with Middlesex South Registry of Deeds and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the Trust Estate or any Unit Owner thereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with said Registry of Deeds. Any certificate signed by any two Trustees in office at the time (or by one Trustee if there is only one at the time), setting forth as facts any matters

affecting the Trust, as to what action has been taken by the Unit Owners, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons including the Trustees, acting in reliance thereon. Any certificate executed by any Trustee hereunder, or by a majority of the Trustees hereunder, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustee or majority, as the case may be, shall, as to all persons acting in good faith in reliance thereon be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

Section 7.5 Application. All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to the Master Deed, this Declaration of Trust and the Rules and Regulations. The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement that the Master Deed, this Declaration of Trust and the Rules and Regulations, as they may be amended from time to time are accepted, ratified, and will be complied with.

ARTICLE VIII

Miscellaneous

Section 8.1 Records. The Trustees or the managing agent or manager shall keep detailed records of the actions of the Trustees and the managing agent and manager, and financial records and books of account of the Trust, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment of Common Charges against such Unit, the date when due, the amounts paid thereon, and balance remaining unpaid. An annual report of the receipts and expenditures of the Trust shall be rendered by the Trustees to all Unit Owners promptly after the end of each fiscal year. Copies of the Master Deed, Rules and Regulations, this Declaration of Trust and floor plans of the Building and Units, as the same may be amended from time to time, shall be maintained at the office of the Trustees and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

Section 8.2 Fiscal Year Except as from time to time otherwise provided by the Trustees, the fiscal year of the Trust shall end on the thirty-first day of December in each year.

Section 8.3 Invalidity. The invalidity of any part of this Declaration of Trust shall not impair or affect in any manner the validity, enforceability or effect of the balance of this Declaration of Trust.

Section 8.4 Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration of Trust, or the intent of any provision thereof.

Section 8.5 Gender. The use of the masculine gender in this Declaration of Trust shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 8.6 Waiver. No restriction, condition, obligation, or provisions contained in this Declaration of Trust shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 8.7 Management. The effectuation of any decision of the Trustees or Unit Owners to terminate professional management of the Condominium shall require the approval of the holders of all first mortgages if FNMA is the holder of a first mortgage and then only to the extent FNMA requires such approval.

ARTICLE IX

Amendments to This Declaration of Trust

Section 9.1 Amendments to This Declaration of Trust. Except as provided in the next sentence, this Declaration of Trust may be altered, amended or repealed at any annual or special meeting of the Unit Owners called for the purpose, of which the notice shall specify the subject matter of the proposed alteration, amendment or repeal or the sections to be affected thereby, by the affirmative vote of Unit Owners holding at least 66 2/3% interest of the Beneficial Interests. Section 1.1, 1.2 and this Section 9.1 may be amended only by affirmative vote of all Unit Owners and Section 7.2 may be amended only by affirmative vote of all Trustees and all Unit Owners. No amendment which purports to alter the Beneficial Interest of any Unit or the basis for allocation of Common Expenses, Common Charges or distributions to Unit Owners, shall be of any force or effect unless the same has been signed by all Unit Owners and recorded in the Middlesex South District Registry of Deeds. For so long as the Sponsor owns more than five Units, this Declaration of Trust may not be amended so as to adversely affect the Sponsor without Sponsor's consent. In addition, this Declaration of Trust may not be amended without

the written consent of the holder of all first mortgages of which the Trustees have been given notice.

ARTICLE X

Conflicts

Section 10.1 Conflicts. This Declaration of Trust is set forth in compliance with the requirements of Chapter 183A. In case any provisions of this Declaration of Trust conflicts with the provisions of said statute, or the Master Deed, the provisions of said statute or the Master Deed, as the case may be, shall control.


ARTICLE XI

Duration

Section 11.1 Duration. The Trust hereby created shall terminate only upon the removal of the Northgate Gardens Condominiums from the provisions of said Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said Chapter. The Unit Owners may remove all or a portion of the Condominium from the operation of Chapter 183A of the General Laws as amended from time to time at any annual or special meeting of the Unit Owners by the affirmative vote of seventy-five (75%) percent in interest of the Unit Owners, provided that notice of such removal is given in the notice of the meeting and, provided, further, that the holders of all first mortgages consent to such removal by written instruments duly recorded with Middlesex South District Registry of Deeds.

IN WITNESS WHEREOF, the undersigned, being all of the original Trustees, have signed these presents as such Trustees as of the date first set forth above, and hereby accept appointment as such Trustees and agree to be bound by and act in accordance with the foregoing provisions of the Trust and any duly enacted amendments thereof.


John F. Paino


Richard J. Cleary


Elissa J. Sargent

COMMONWEALTH OF MASSACHUSETTS

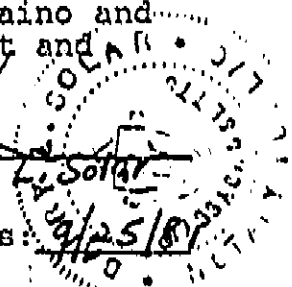
Suffolk, ss

June 21, 1979

Then personally appeared the above-named John F. Paino and acknowledged the foregoing instrument to be his free act and deed, before me,


Notary Public Barry L. Solar

My Commission Expires: 9/25/81



COMMONWEALTH OF MASSACHUSETTS

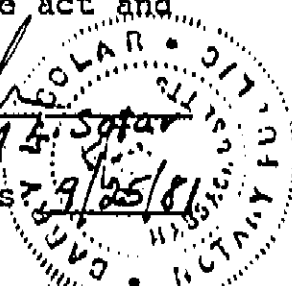
Suffolk, ss

June 21, 1979

Then personally appeared the above-named Richard J. Clery and acknowledged the foregoing instrument to be his free act and deed, before me,


Notary Public Barry L. Solar

My Commission Expires: 9/25/81



COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

June 21, 1979

Then personally appeared the above-named Elissa J. Sargent and acknowledged the foregoing instrument to be her free act and deed, before me,


Notary Public Barry L. Solar

My Commission Expires: 9/25/81

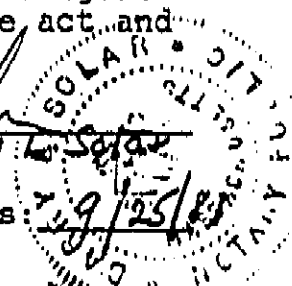


EXHIBIT A TO
DECLARATION OF TRUST
OF NORTHGATE GARDENS CONDOMINIUMS TRUST

1.

SCHEDULE OF BENEFICIAL INTERESTS

<u>UNIT NO.</u>	<u>PERCENTAGE OF BENEFICIAL INTEREST</u>
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JACQUELINE ROAD

43-1	.31256
43-2	.22184
43-3	.31256
43-4	.26308
43-5	.32905
43-6	.27215
43-7	.32905
43-8	.27215
43-9	.33730
43-10	.27627
43-11	.33730
43-12	.27627

45-2	.31256
45-3	.26308
45-4	.31256
45-5	.27215
45-6	.32905
45-7	.27215
45-8	.32905
45-9	.27627
45-10	.33730
45-11	.27627
45-12	.33730

49-1	.31256
49-2	.22184
49-3	.31256
49-4	.26308
49-5	.32905
49-6	.27215
49-7	.32905
49-8	.27215
49-9	.33730
49-10	.27627
49-11	.33730
49-12	.27627

51-2	.31256
51-3	.26308
51-4	.31256
51-5	.27215
51-6	.32905
51-7	.27215
51-8	.32905
51-9	.27627
51-10	.33730
51-11	.27627
51-12	.33730

EXHIBIT A TO
DECLARATION OF TRUST
OF NORTHGATE GARDENS CONDOMINIUMS TRUST

SCHEDULE OF BENEFICIAL INTERESTS

<u>UNIT NO.</u>	<u>PERCENTAGE OF BENEFICIAL INTEREST</u>
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JACQUELINE ROAD

55-1	.31256
55-2	.22184
55-3	.31256
55-4	.26308
55-5	.32905
55-6	.27215
55-7	.32905
55-8	.27215
55-9	.33730
55-10	.27627
55-11	.33730
55-12	.27627
57-2	.31256
57-3	.26308
57-4	.31256
57-5	.27215
57-6	.32905
57-7	.27215
57-8	.32905
57-9	.27627
57-10	.33730
57-11	.27627
57-12	.33730
52-1	.31256
52-3	.31256
52-4	.26308
52-5	.32905
52-6	.27215
52-7	.32905
52-8	.27215
52-9	.33730
52-10	.27627
52-11	.33730
52-12	.27627
54-1	.22184
54-2	.31256
54-3	.26308
54-4	.31256
54-5	.27215
54-6	.32905
54-7	.27215
54-8	.32905
54-9	.27627
54-10	.33730
54-11	.27627
54-12	.33730

EXHIBIT A TO
DECLARATION OF TRUST
OF NORTHGATE GARDENS CONDOMINIUMS TRUST

3.

SCHEDULE OF BENEFICIAL INTERESTS

<u>UNIT NO.</u>	<u>PERCENTAGE OF BENEFICIAL INTEREST</u>
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JACQUELINE ROAD

56-1	.31256
56-3	.31256
56-4	.26308
56-5	.32905
56-6	.27215
56-7	.32905
56-8	.27215
56-9	.33730
56-10	.27627
56-11	.33730
56-12	.27627

58-1	.22184
58-2	.31256
58-3	.26308
58-4	.31256
58-5	.27215
58-6	.32905
58-7	.27215
58-8	.32905
58-9	.27627
58-10	.33730
58-11	.27627
58-12	.33730

64-1	.31256
64-2	.22184
64-3	.31256
64-4	.26308
64-5	.32905
64-6	.27215
64-7	.33730
64-8	.27627
64-9	.33730
64-10	.27627
64-11	.34554
64-12	.28001

62-2	.31256
62-3	.26308
62-4	.31256
62-5	.27215
62-6	.32905
62-7	.27627
62-8	.33235
62-9	.27215
62-10	.33730
62-11	.27957
62-12	.34142

EXHIBIT A TO
DECLARATION OF TRUST
OF NORTHGATE GARDENS CONDOMINIUMS TRUST

BK13718 PG585

SCHEDULE OF BENEFICIAL INTERESTS

<u>UNIT NO.</u>	<u>PERCENTAGE OF BENEFICIAL INTEREST</u>
6-A	JACQUELINE ROAD .27545
6-C	.28782
6-D	.27957
6-E	.29194
6-F	.28369
12-A	.23833
12-B	.27545
12-C	.27957
12-D	.28782
12-E	.28369
12-F	.29194
20-A	.27545
20-B	.23833
20-C	.28782
20-D	.27957
20-E	.29194
20-F	.28369
22-B	.27545
22-C	.27957
22-D	.28782
22-E	.28369
22-F	.29194
30-A	.27132
30-B	.23833
30-C	.28369
30-D	.27545
30-E	.28782
30-F	.27957
32-B	.27132
32-C	.27545
32-D	.28369
32-E	.27957
32-F	.28782
36-A	.28782
36-B	.20617
36-C	.30431
36-D	.27545
36-E	.31256
36-F	.27957
38-A	.18143
38-B	.28782
38-C	.27545
38-D	.30431
38-E	.27957
38-F	.31256

EXHIBIT A TO
DECLARATION OF TRUST
OF NORTHGATE GARDENS CONDOMINIUMS TRUSTSCHEDULE OF BENEFICIAL INTERESTS

<u>UNIT NO.</u>	<u>PERCENTAGE OF BENEFICIAL INTEREST</u>
33-A	.28782
33-B	.20617
33-C	.30431
33-D	.27545
33-E	.31256
33-F	.27957
35-A	.18143
35-B	.28782
35-C	.27545
35-D	.30431
35-E	.27957
35-F	.31256
27-A	.28782
27-B	.20617
27-C	.30431
27-D	.27545
27-E	.31256
27-F	.27957
29-A	.18143
29-B	.28782
29-C	.27545
29-D	.30431
29-E	.27957
29-F	.31256
23-A	.23833
23-B	.27132
23-C	.27545
23-D	.28369
23-E	.27957
23-F	.28782
19-A	.27132
19-C	.27545
19-D	.28369
19-E	.28782
19-F	.27957
9-A	.27132
9-C	.28369
9-D	.27545
9-E	.28782
9-F	.27957
11-A	.23833
11-B	.27132
11-C	.27545
11-D	.28369
11-E	.27957
11-F	.28782

EXHIBIT A TO
DECLARATION OF TRUST
OF NORTHGATE GARDENS CONDOMINIUMS TRUST

BK 13718 PG 587

SCHEDULE OF BENEFICIAL INTERESTS

UNIT NO. PERCENTAGE OF
 BENEFICIAL INTEREST

LIONEL AVENUE

36-A	.27132
36-C	.28369
36-D	.27545
36-E	.28782
36-F	.27957
42-A	.23833
42-B	.27132
42-C	.27545
42-D	.28369
42-E	.27957
42-F	.28782
44-A	.27132
44-B	.23833
44-C	.28369
44-D	.27545
44-E	.28782
44-F	.27957
50-B	.27132
50-C	.27545
50-D	.28369
50-E	.27957
50-F	.28782
54-A	.27132
54-C	.28369
54-D	.27545
54-E	.28782
54-F	.27957
60-A	.23833
60-B	.27132
60-C	.27545
60-D	.28369
60-E	.27957
60-F	.28782
76-A	.27132
76-C	.28369
76-D	.27545
76-E	.28782
76-F	.27957
82-A	.23833
82-B	.27132
82-C	.27545
82-D	.28369
82-E	.27957
82-F	.28782

EXHIBIT A TO
DECLARATION OF TRUST
OF NORTHGATE GARDENS CONDOMINIUMS TRUSTSCHEDULE OF BENEFICIAL INTERESTS

<u>UNIT NO.</u>	<u>PERCENTAGE OF BENEFICIAL INTEREST</u>
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LIONEL AVENUE

85-A	.27132
85-C	.28369
85-D	.27545
85-E	.28782
85-F	.27957
81-A	.23833
81-B	.27132
81-C	.27545
81-D	.28369
81-E	.27957
81-F	.28782
79-A	.27132
79-C	.28369
79-D	.27545
79-E	.28782
79-F	.27957
73-A	.23833
73-B	.27132
73-C	.27545
73-D	.28369
73-E	.27957
73-F	.28782
63-A	.27132
63-B	.23833
63-C	.28369
63-D	.27545
63-E	.28782
63-F	.27957
57-B	.27132
57-C	.27545
57-D	.28369
57-E	.27957
57-F	.28782
53-A	.27132
53-C	.28369
53-D	.27545
53-E	.28782
53-F	.27957
47-A	.23833
47-B	.27132
47-C	.27545
47-D	.28369
47-E	.27957
47-F	.28782

EXHIBIT A TO
DECLARATION OF TRUST
OF NORTHGATE GARDENS CONDOMINIUMS TRUST

SCHEDULE OF BENEFICIAL INTERESTS

UNIT NO. PERCENTAGE OF
BENEFICIAL INTEREST

LIONEL AVENUE

41-A	.27132
41-B	.23833
41-C	.28369
41-D	.27545
41-E	.28782
41-F	.27957
35-B	.27132
35-C	.27545
35-D	.28369
35-E	.27957
35-F	.28782
25-A	.27132
25-C	.28369
25-D	.27545
25-E	.28782
25-F	.27957
15-A	.23833
15-B	.27132
15-C	.27545
15-D	.28369
15-E	.27957
15-F	.28782
90-A	.28782
90-B	.20617
90-C	.30431
90-D	.27545
90-E	.31256
90-F	.27957
96-A	.18143
96-B	.28782
96-C	.27545
96-D	.30431
96-E	.27957
96-F	.31256