

**NORFOLK TOWN CENTER
CONDOMINIUM TRUST
DECLARATION OF TRUST**

**NORFOLK TOWN CENTER CONDOMINIUM TRUST
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**NORFOLK TOWN CENTER CONDOMINIUM TRUST
DECLARATION OF TRUST**

MEETING HOUSE ROAD, NORFOLK , MASSACHUSETTS

This DECLARATION OF TRUST of Norfolk Town Center Condominium made at Norfolk, Norfolk County, Massachusetts, by Norfolk Town Center, LLC, c/o Paul Borrelli, , 284 Main Street, Norfolk, Massachusetts 02056, (hereinafter called the “Trustee”), which term and any pronoun referring thereto shall be deemed to include their successors in trust hereunder and to mean the Trustee or Trustees for the time being hereunder, wherever the context so permits.

ARTICLE I: Name of Trust

The trust created hereby shall be known as Norfolk Town Center Condominium Trust, and all activities carried on by the Trustees hereunder shall, insofar as legal, practical and convenient, be conducted under said name and style.

ARTICLE II: The Trust and Its Purpose

Section 2.1 Unit Owners Organization.

All of the rights and powers in and with respect to the common areas and facilities (the “Common Areas and Facilities” or “Common Elements”) of Norfolk Town Center Condominium Trust, a condominium located in the Town of Norfolk , Norfolk County, Massachusetts (the “Condominium”) established by a Master Deed (the “Master Deed”) of even date herewith and recorded herewith in the Norfolk County Registry of Deeds, which are, under the provisions of Massachusetts General Laws, Chapter 183A as amended (“Chapter 183A”), conferred upon or exercisable by the organization of Unit Owners of the Condominium and all property, real and personal tangible and intangible,

conveyed to or held by the Trustee (the Trust Property) hereunder shall vest in the Trustees as he or they may from time to time be, in trust, to exercise, manage, administer and dispose of the same and to receive the income thereof (a) for the benefit of the owners of record from time to time (the "Unit Owners") of the units (the "Units") of the Condominium according to the allocation of undivided interest in the Common Areas and Facilities (the "Beneficial Interest") set forth in the Master Deed of the Condominium, and (b) in accordance with the provision of Chapter 183A. This Trust is the organization of Unit Owners established pursuant to the provisions of Section 10(b) of Chapter 183A for the purposes therein and herein set forth.

Section 2.2 Entity Created.

It is hereby expressly declared that a trust and not a partnership has been created, and that the Unit Owners are cestuis que trustent and not partners or associates nor in any other relation whatsoever between themselves and with respect to the Common Elements and/or Trust Property other than as Unit Owners of the Condominium, and hold no relation to the Trustee other than of cestuis que trustent, with only such rights as are conferred upon them as such cestuis que trustent hereunder and under the provisions of Chapter 183A.

ARTICLE III: The Trustee(s)

Section 3.1 Number of Trustees

Until the "Transition Date" described in Section 3.4 below, the Declarant and its successors shall appoint the Trustee or Trustees and assigns as described in said Section 3.4. After the Transition Date, there shall be a Board of Trustees (the "Board" or the "Trustees") consisting of five (5) natural persons who shall be elected as hereinafter provided. Such natural persons shall be Unit Owners or spouses of Unit Owners. In such case as a title to a Unit is held by a fiduciary, such natural person may be the fiduciary; or, in the case of a Unit owned by a corporation, an officer or director of such corporation; or, in the case of a LLC, a member and/or manager of such LLC.

Section 3.2 Term of Trustees.

After the Transition Date, the term of each Trustee not appointed by the Declarant shall be for a period of one (1) year from the annual meeting of Unit Owners at which such Trustee is elected. Such terms shall be on a staggered basis so that in each year one or two Trustees' terms will expire. To that end, at the initial election after the Transition Date, three (3) Trustees shall be elected for a term of one year and two for two years. A Trustee whose term has expired shall continue in office until a successor is elected or appointed as hereinafter provided.

Section 3.3 Vacancy, Election, Appointment and Acceptance of Trustees

After the Transition Date, if and when the number of Trustees shall become less than three (3) due to death, disability, removal or resignation, a vacancy shall be deemed to exist, whereupon a special meeting of the Unit Owners shall be duly convened within sixty (60) days of the creation of such vacancy to elect a successor Trustee. The expiration of a term shall also create a vacancy, which, however, shall be filled at the annual meeting of the Unit Owners. At such meeting, Trustee(s) shall be elected by the vote in accordance with Article IV, section 4.3 D hereof. There shall be no cumulative voting. In such event as the Unit Owners should fail to elect a successor Trustee within said sixty (60) day period, then the Trustees then remaining may appoint a natural person, as aforesaid, to fill such vacancy. In the event that the Trustees fail to so appoint a successor Trustee within thirty (30) days, or if there is no remaining Trustee, then such vacancy, or vacancies, shall, upon the petition therefore of any Unit Owner, with notice to all other Unit Owners, be filled by the appointment, or appointments, of a court of competent jurisdiction. The election or appointment of Trustees shall become effective upon such election or appointment. An instrument certifying such election or appointment shall be recorded with the Norfolk County Registry of Deeds, acknowledged and subscribed to by a majority of the then Trustees, (1) referencing this Declaration of Trust; (2) reciting the existence of the Trust; (3) the election or appointment of the successor Trustee; and (4) containing an acceptance of such election or appointment by the successor Trustee. Except as provided in Article VII hereof; the failure or delay in recording said instrument shall not effect the validity of such Trustee's election.

Section 3.4 Trustees Initial Period of Condominium: Transition Provisions- Takeover Event.

Notwithstanding the foregoing, during the period from the establishment of the Condominium - that is, the recording of the Master Deed and this Declaration of Trust - until the conveyance by the Declarant, its successors or assigns, of eighty-five percent (85%) of Units which may be included in the condominium to third-party purchasers or five (5) years from the conveyance of the first Unit, whichever should first occur, there shall be one (1) Trustee appointed by the Declarant, its successors or assigns. The original Trustee appointed by the Declarant is:

Norfolk Town Center, LLC, 284 Main Street, Norfolk, Massachusetts 02056

The Declarant, at his option, may expand the initial Board of Trustees to two or more members, all of which shall be designated by the Declarant, his successors or assigns. Upon any vacancy existing in such office of the Trustee or Trustees, his, her or their successor(s) shall be appointed solely by the Declarant, its successors or assigns. Within one hundred twenty (120) days after the occurrence of either of the events delineated above (the "Transition Date"), a special meeting of the Unit Owners shall be held for the purpose of electing five (5) Trustees who shall serve as described above. Such Trustees shall be elected by the vote, in person or by proxy, of the Unit Owners as provided in Section 3.3 above. At this time the trustees appointed by the declarant must resign in favor of those elected by owners other than the declarant. The Declarant may, at his sole option, choose to accelerate the Transition Date to date which is earlier than that determined as set forth above.

Section 3.5 Trustee Action.

In any matter relating to the administration of the Condominium and the exercise of the powers herein conferred, the Trustee(s) may act by majority vote of their number at any duly called meeting at which a quorum is present as hereinafter provided. The Trustees may also act without a meeting by instrument or instruments executed by all of their number.

A. Power to Act When Vacancy Exists. Notwithstanding anything contained herein to the contrary, despite any vacancy in the office of Trustee, however caused and for

whatever duration, the then remaining or surviving Trustees, or Trustee, shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

Section 3.6 Trustees' Meetings Quorum.

Until the Transition Date, regular Trustees meetings shall not be necessary, but may be called by any Trustee upon seven (7) days written notice to any and all other Trustee(s). After the Transition Date, the Trustees shall meet annually on the date of the annual meeting of the Unit Owners, immediately following such, and at such meeting may elect from their number a Chairman, Treasurer and a Clerk, and any other officers they deem expedient. The Trustees shall thereafter meet at such regular interval, time and place as determined, and specially upon the request of any two Trustees; provided, however, that written notice of each such special meeting setting the place, day, hour and purpose thereof shall be given at least two (2) days before such meeting to each Trustee, unless such all Trustees waive notice. A majority of the number of Trustees then in office shall constitute a quorum at all meetings, and such meetings shall be conducted in accordance with such rules as the Trustees may adopt.

A. Minutes. Accurate minutes of all Trustee meetings shall be taken by a person designated by the Trustees and shall be maintained by the Trustees as part of the records of the Trust.

Section 3.7 Officers: Committees

After the Transition Date, there shall be from among the Trustees, in addition to such other officers as they may elect from their number, the following officers who shall have the following listed duties:

A. Chairman. The Chairman shall be the chief executive officer of the Trust. He or she shall preside at all meetings of the Unit Owners and of the Trustees. If the Chairman is unable to act at any time, the remaining Trustees shall appoint some other of their number to act in the place of the Chairman on an interim basis.

B. Treasurer. The Treasurer shall have the responsibility for overseeing the Trust's funds and securities and shall be responsible for maintaining full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He or she shall be responsible for the deposit of all monies and other valuable effects in the name of the Trust in such depositories as may from time to time be designated by the Trustees.

C. Clerk. The Clerk shall maintain the minutes of all meetings of the Unit Owners and of the Trustees; he or she shall have charge of such books and papers of the Trust; and he or she shall, in general, perform all the duties incident to the office of clerk or secretary of a business corporation organized under Massachusetts law. There shall, additionally, be such committees with such duties and responsibilities as designated by the Trustees.

Section 3.8 Resignation: Removal.

Any Trustee may resign at any time by an instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgement of deeds and delivered to the remaining Trustees. Such resignation shall take effect upon the recording of such instrument with the Norfolk County Registry of Deeds Land Court, unless specified to be effective at some other time in said instrument. The remaining Trustees, or Trustee, shall forthwith cause said instrument to be duly recorded with the said Registry of Deeds. Upon a failure thereof, or the absence of other Trustees, the resigning Trustee may so record said instrument and shall notify the Unit Owners thereof. Any Trustee appointed by the Declarant may be removed by the Declarant. After the Transition Date, any Trustee may, with or without cause, be removed by a vote of fifty-one percent (51%) of the Unit Owners at a special meeting duly called therefore and after being afforded the opportunity to be heard. The vacancy so resulting shall be filled in the manner provided in Section 3.3 hereof. Any removal shall become effective upon the recording of a certificate thereof with the Norfolk County Registry of Deeds Land Court executed by one or more of the then remaining Trustees in office or, upon a failure thereof by the Declarant (if prior to the Transition Date), or by any five of the Unit

Owners voting to remove such Trustee (if after the Transition Date). In no case may the original Trustee or successor Trustees appointed by the Declarant, its successors or assigns, be removed except by the Declarant, its successors or assigns.

Section 3.9 Bond or Surety

No Trustee elected or appointed as herein before provided, whether as original Trustee or as successor to or as substitute for another, shall be obliged to give any bond or surety or other security for the performance of any of his duties hereunder; provided, however, that the Unit Owners by a vote of fifty-one percent (51%) may at any time require that anyone or more of the Trustees, except a Declarant or Court-appointed Trustee, shall give bond in such amount and with such sureties as shall be specified in such vote. All expenses incident to any such bond shall be charged as a Common Expense of the Condominium. The foregoing shall not effect any fidelity coverage's hereinafter required under the insurance provisions of this Trust.

Section 3.10 Compensation of Trustees, Officers, and Committee Members

No Trustee, Officer or Committee Member shall receive remuneration (which term shall not be deemed to include reimbursement for expenses incurred by such person in connection with his duties, which reimbursement shall be permitted and charged as a Common Expense) for his services unless so provided for by a vote of fifty-one percent (51%) of the Unit Owners and any remuneration so provided shall be from time to time fixed by said Unit Owners, and shall be a Common Expense of the Condominium. With the approval of a majority of the Trustees, any Trustee, Officer, or Committee Member may receive reasonable remuneration for extraordinary or unusual services, professional or otherwise, rendered by him to the Trust, all as shall be from time to time fixed and determined by said Trustees, and such remuneration shall be a Common Expense of the Condominium. No compensation to Trustees may be voted by the Trustees or the Unit Owners with respect to the period while the Declarant, its successors or assigns, has the right to designate Trustees as provided in Section 3.4.

Section 3.11 No Personal Liability.

No Trustee, Officer, or Committee Member shall under any circumstances or in any event be held liable or accountable out of his personal assets or be deprived of compensation, if any, by reason of any action taken, suffered or omitted in good faith, or for allowing one or more of the other Trustees, Officers, or Committee Members to have possession of the Trust books or property, or be so liable, accountable or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of anything except his own personal and willful malfeasance and defaults, and/or such other conduct as would exempt him from indemnification as provided in Section 3.13 hereof.

Section 3.12 Trustees, Officers, and Unit Owners May Deal with the Condominium.

No Trustee nor Unit Owner, shall be disqualified by his office, or status, from contracting or dealing, directly or indirectly, with the Trustees or with one or more Unit Owners as vendor, purchaser or otherwise because of his, the Trustees', Officers', or any Unit Owner's interest in any corporation, firm, trust, partnership or other organization connected with such contracting or dealing, nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which any Trustee, Officer, or Unit Owner, shall in any way be interested be avoided nor shall any Trustee, Officer, or Unit Owner, so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contact or arrangement by reason of such Trustee's or Officer's holding office or of the fiduciary relation hereby established, or by reason of such Unit Owner's status, provided the Trustee, Officer or Unit Owner shall act in good faith and shall disclose the nature of his interest before the dealing, contract or arrangement is entered into.

Section 3.13 Indemnification.

The Trust shall, to the extent legally permissible, indemnify each of its Trustees, Officers and Committee Members 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 connection with the defense or disposition of any action, suit or other proceeding, 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, Officer or Committee Member, 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 willful 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 Condominium. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any Trustee, Officer or Committee Member may be entitled herein or by contract or otherwise under applicable law. As used in this Section, the terms "Trustee", "Officer" and "Committee Member" includes his respective heirs, executors and administrators. Nothing in this Section shall, however, be deemed to limit in any respect the powers granted to the Trustees and Officers in this instrument.

ARTICLE IV: Beneficiaries and the Beneficial Interest in the Trust

Section 4.1 Beneficiaries and the Beneficial Interest.

The cestuis que trustent or beneficiaries shall be the Unit Owners of the Condominium as they may be from time to time. The Beneficial Interest in the Trust hereunder shall be divided among the Unit Owners in the same percentages as the Undivided Interest in the Common Areas and Facilities as specified in the Master Deed (sometimes hereinbefore and hereinafter referred to as the "Beneficial Interest").

Section 4.2 Beneficial Interest Held by One Person.

The Beneficial Interest appertaining to each Unit shall not be divided among several Owners of any Unit. To that end, whenever any of the Units 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 and acknowledged by all of the Owners of such Unit. Any such designation shall take effect upon receipt thereof 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 anyone such Owner for these purposes. For Units to which title is

held by a fiduciary, the fiduciary shall be the designated individual. For Units to which title is held by a corporation, a duly authorized employee of such corporation shall be the designee. For units to which title is held by a LLC, a duly authorized manager or member shall be the designee.

Section 4.3 Meetings of Unit Owners.

Meetings of the Unit Owners shall be held as hereafter provided:

A. Annual Meeting. There shall be an annual meeting of Unit Owners on the first Tuesday of May at 7:00 P.M. at the Condominium or at such other reasonable place and time as may be designated by the Trustees (the "Annual Meeting"). If that day is a legal holiday, the meeting shall be held on the next succeeding day. The Trustees shall give written notice thereof to the Unit Owners at least fourteen (14) days prior to said date, which notice shall include an agenda and a full description of all matters to be voted upon, if any. At the Annual Meeting the Trustees shall submit reports of the management and finances of the Condominium, conduct elections as are necessary, and conduct such other business as is proper.

B. Special Meetings. Special meetings (including a meeting in lieu of a passed annual meeting) of the Unit Owners may be called at any time by the Trustees and shall be called by them upon the written request of Unit Owners holding at least thirty-three and one third percent (33 1/3%) of the Beneficial Interest ("Special Meeting"). A request for such a Special Meeting from the Unit Owners shall be accompanied by a delineation of the items the requestors wish to have considered at said meeting, including the text of any proposed amendment to the Condominium's documents. Written notice of any Special Meeting designating the place, day and hour thereof, together with a full description of the matter(s) to be considered and/or voted upon, shall be given by the Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated.

C. Text of Proposed Amendment. At any meeting of the Unit Owners at which a proposed amendment to the Condominium's documents is to be considered, the notice of such meeting shall include the full text of such proposed amendment.

D. Voting. Each Unit shall have one vote, which vote shall be weighted in relation to the votes of other Units in accordance with said Unit's percentage interest in the common areas and facilities of the Condominium, as established in the Master Deed, as amended from time to time. Unless otherwise specifically provided, the vote of a majority of the beneficial interests of Unit Owners (weighted as described above) present in person or by proxy at a duly convened meeting of the Unit Owners at which a quorum is present ("Majority Vote"), shall be binding as to those matters within the purview of the Unit Owners.

E. Quorum. A quorum for the conduct of business at meetings of the Unit Owners shall equal representation of fifty-one percent (51%) of the beneficial interests of the Units.

F. Proxy. A Unit Owner may grant to any natural person, upon a form specified by the Trustees, his proxy to vote and/or attend meetings of the Unit Owners. This right to grant proxies shall in no manner vitiate the provision contained in Section 4.2 where a Unit is owned of record by more than one person.

G. Minutes. Accurate minutes of all Unit Owner meetings shall be taken by a person designated by the Trustees and shall be maintained by the Clerk as part of the records of the Trust.

ARTICLE V: By Laws

The provisions of this Article V shall constitute the By-Laws (the "By-Laws") of this Trust and the organization of Unit Owners established hereby and shall be applicable to the Property of the Condominium, the Trust Property and to the use and occupancy thereof.

The term "Property" as used herein shall include the Land, Building(s) and all other improvements thereon including the Units and Common Areas and Facilities, owned in fee simple absolute, or otherwise, and all easements, rights and appurtenances

belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Chapter 183A.

The term "Trust Property" shall refer to all property to which title is held by the Trust. The provisions of these by Laws shall automatically become applicable to real property, which may be added to the Condominium upon the recording of an amendment to the Master Deed submitting such additional real property to the provisions of Chapter 183A.

All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Condominium and/or the Property and/or the Trust Property in any manner, are subject to these By-Laws, this Declaration of Trust, the Master Deed, the Rules and Regulations promulgated hereunder, and all covenants, agreements, restrictions, conditions, easements and declarations of record (the "Title Conditions").

The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement that these By-Laws, this Declaration of Trust, the provisions of the Master Deed and the Rules and Regulations, as they may be amended from time to time, and the Title Conditions are accepted, ratified and will be complied with.

Section 5.1 Powers and Duties of Trustee(s).

The Trustee(s) shall, subject to all provisions of applicable laws, the Master Deed and this Declaration, including these By-Laws have the absolute control and management and disposition of the Property (excluding the Units) and the absolute control, management and disposition of Trust Property as if they were the absolute owners thereof and shall have all of the powers necessary for the administration of the affairs of the Condominium and may do all such acts and things in connection therewith. The powers and duties of the Trustee(s) shall include, but shall not be limited to, the following, all of which shall be exercised subject to the provisions hereof:

- A. Operating, caring for, keeping up, managing, leasing and maintaining the Common Areas and Facilities of the Condominium or any part thereof;
- B. Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by them as a result of enforcement of the lien for Common Expenses, action under Chapter 183A, Section 17 and 18, or otherwise;
- C. Conducting litigation on behalf of the Unit Owners and being subject to suit as to any course of action involving the Common Areas and Facilities or arising out of the enforcement of these By-Laws, any and all Rules and Regulations promulgated hereunder, or restrictions in the Master Deed or Unit Deeds;
- D. Determining and budgeting of the Common Expenses required for the affairs of the Condominium and this Trust, including, without limitation, the operation and maintenance of the Property;
- E. Collecting the Common Charges (which for the purposes of these By Laws shall mean such portion of the Common Expenses as are payable by the respective Unit Owners) from Unit Owners.
- F. Employing and dismissing personnel necessary for the maintenance and operation of the Common Areas and Facilities;
- G. Opening and utilizing bank accounts on behalf of the Trust and designating the signatories required therefore;
- H. Obtaining of insurance;
- I. Making repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property;
- J. Incurring obligations and paying, compromising or adjusting all obligations incurred and rights acquired in the administration of the Trust;

K. Adopting and amending rules and regulations covering the details of the operation and use of the Common Areas and Facilities, the administration of the Condominium as contemplated by the Master Deed and this Trust, and in interpretation thereof;

L. Obtaining advice of counsel and relying thereon, and employing, appointing and removing such other persons, agents, managers, officers, brokers, engineers, architects, employees, servants and assistants as they shall deem advisable, and defining their respective duties and fixing their pay and compensation;

M. Granting of permits, licenses and easements and/or leases over, under, through and/or to the Common Areas for utilities, roads and/or all other purposes reasonably necessary and/or beneficial, useful for and/or to the proper maintenance and/or operation of the Condominium and/or the convenience of the Unit Owners, and modifying the terms and provisions of any easements, permits and/or licenses beneficial to the Common Areas and/or the Condominium;

N. Altering the layout, location, nature and/or use of any of the Common Elements, making installations therein, and moving and removing the same, subject, however, to a Unit Owners rights to use any appurtenance to his Unit as specified in the Master Deed;

O. Enforcing obligations of the Unit Owners, including, but not limited to, the levying of general and special assessments for Common Expenses and the providing of adequate remedies for failure to pay such assessments, levying reasonable fines, attorney's fees, fines, costs and expenses against the Unit Owners for violations by the Unit Owners, or persons for whom a Unit Owner is responsible, of the Rules and Regulations or of the provisions of the Trust or the Master Deed, and in the case of persistent violations of the Rules and Regulations or of this Trust or the Master Deed by a Unit Owner, or persons for whom a Unit Owner is responsible, requiring such Unit Owner to post a bond to secure adherence thereto;

P. Investing and reinvesting the finds of the Condominium, 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 investment shall be of a character or in an amount not customarily considered proper for the investment of trust funds, or which does or may not produce income;

Q. Selling and exchanging Trust Property or any interest therein for such consideration and upon such terms as they deem advisable;

R. Purchasing and otherwise acquiring any real or personal property;

S. Borrowing money and mortgaging or pledging all or any part of the Trust Property, and/or the Condominium's Funds, and issuing bonds, notes or other evidence of indebtedness;

T. Providing for payment by the Trust of real estate taxes becoming due and payable after the date of recording of the Master Deed which are assessed upon all of the Land and/or improvements included within the Condominium, instead of upon individual Units and their proportionate interests in the Common Areas and Facilities, and levying an equitable assessment of said tax payments among the individual Unit Owners;

U. Incurring such liabilities, obligations and expenses, and paying from the principal or the income of the Condominium's funds all such sums, as they shall deem necessary or proper, for the furtherance of the purposes of the Trust;

V. Determining 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, interest, late charges, attorney's fees, fines, costs and/or expenses, and as to all charges or expenses paid by them, whether and to what extent the same shall be charged against principal or against interest, late charges, attorney's fees, fines, costs and/or expenses, including, without hereby limiting the generality of the foregoing power, to apportion any receipt or expense between principal incomes, interest, late charges, attorney's fees, fines, costs and/or expenses, and the power to determine what portion, if any, of the actual 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;

W. Entering into and having such access to Units and Common Areas reserved to Units in the Condominium as shall be reasonably necessary to the performance and exercise of the duties, obligations, rights and powers of the Trustee(s) hereunder;

X. Granting approval for Unit owner to lease Unit(s). As only thirty percent (30%) of the units in the Condominium may be rented at any given time in order to comply with the current guidelines of the FNMA, the Board of Trustees shall not give permission to rent any units if this percentage has already been reached

Y. Executing any and all instruments incidental or necessary to carry out any of the foregoing powers; and

Z. Generally, in all matters not herein otherwise specified, controlling, managing and disposing of the Trust Property and controlling and managing the Property (excluding the Units) as if the Trustee(s) were the absolute owners thereof and doing any and all acts, including the execution of any instruments, which by their performance thereof shall be shown to be in their judgment for the best interest of the Condominium and its Unit Owners.

Section 5.2 Maintenance and Repair of Units; Trustee Access to Units.

Except as hereinafter provided, the Unit Owners shall be responsible for the proper maintenance, replacement and repair of their respective Units and the Limited Common Elements, except for the driveways (which shall be maintained by the Condominium, as a common expense), as defined in Section 5 A, B and C of the Master Deed. Except to the extent covered by the Trust's insurance, each Unit Owner shall be responsible for any and all damage to any and all other Units and/or the Common Areas and Facilities caused by his failure to satisfy this maintenance obligation, including all costs, charges, attorney's fees, fine and expenses incurred by the Trust. If the Trustee(s)

shall at any time in their reasonable judgment determine that a Unit, or any part thereof, or Limited Common Element, 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, any part thereof, or limited common element, or any fixtures, furnishings, facilities or equipment therein, is hazardous to any Unit or the occupants thereof and/or adversely affects any other Unit and/or the Common Elements and/or the Common Expenses, the Trustee(s) shall in writing request the Unit Owner thereof to perform the needed maintenance, repair, replacement and/or work and/or to correct the relevant condition and/or its cause. In such case as action thereon shall not have been commenced within the time as may be reasonably set by the Trustee(s) and thereafter diligently brought to completion, the Trustee(s) shall be entitled to have such performed for the account of such Unit Owner whose Unit, or Limited Common Elements, is in need thereof and to enter upon and have access to such Unit or Limited Common Elements for these purposes. In the case of an emergency, which necessitates immediate action, and the Unit Owner is unavailable or fails to take immediate action, the Trustee(s) may proceed thereto without delay. The cost incurred by the Trustee(s), including, but not limited to, attorney's fees and expenses for such as is reasonably necessary therefore shall constitute an obligation of the applicable Unit Owner and shall be considered a Common Expense attributable to such Unit. The Trustee(s) may in their discretion additionally impose a fine upon a Unit Owner who, in the Trustee(s) judgment, unreasonably fails to comply with a request made by the Trustee(s) hereunder. Should it be necessary that any part of a Unit, personal property of a Unit Owner, and/or any part of the Common Areas and Facilities to which a Unit Owner has the right of exclusive use, be required to be removed for the purpose performing such work, or for the purpose of the Trustee(s) performing work upon the Common Elements, such Unit Owner shall promptly comply with such request by the Trustee(s).

Should such Unit Owner fail to so comply, or in the case of emergency, the Trustee(s) may remove and store such part and/or property for the account of the Unit Owner, the cost of which, including, but not limited to, attorney's fees, fines and expenses shall constitute an obligation of the applicable Unit Owner and shall be

considered a Common Expense attributable to such Unit. Such removal and storage shall be reasonable in manner, extent and terms. Each Unit Owner, subject to the reasonable approval of the Trustees, shall be responsible for arranging for the maintenance, repair and replacement of the Limited Common Areas (those Common Areas to which a Unit Owner has an exclusive right of use). Each Unit Owner shall keep the Limited Common Areas in a state of cleanliness. Notwithstanding the foregoing, the Trustees shall be responsible for driveway repair and maintenance, including snow removal.

Section 5.3 Maintenance, Replacement and Repair of Common Areas.

Except as stated in the Master Deed or in Section 5.1, the Trustee(s) shall be responsible for arranging for the proper cleaning, replacement, maintenance and repair of the Common Areas and Facilities and such other portions of the Condominium as may be herein specified. The Trustee(s) may approve payment of vouchers for such work, and the expenses of such replacement, maintenance and repair shall be assessed to the Unit Owners as Common Expenses of the Condominium at such times and in such amounts as provided in Section 5.5; provided, however, that such cleaning, replacement, maintenance and/or repair as may be necessitated by the negligence, misuse or neglect of a Unit Owner, his family, servants, agents, employees, invitees, lessees, tenants, licensees, pets, or others upon the Property at the Unit Owner's behest, whether directly or by virtue of a Unit Owner's failure to properly maintain, repair or replace the Unit, components thereof, or Common Elements to which such Unit Owner has exclusive use, including all charges, fines, attorney's fees, costs and expenses, shall be charged to such Unit Owner constitute an obligation of such Unit Owner and be considered a Common Expense attributable to such Unit, except to the extent such as is covered by the Trusts master casualty policy.

A. Notice of Person Responsible for Maintenance. Upon request, the Trustee(s) shall provide every Unit Owner with the name, address, and telephone number of the person, firm or entity responsible for the maintenance of the Common Elements.

Section 5.4 Right of Access

The Trustee(s) or any other person authorized by the Trustee(s), shall have a right of access to any Unit, and/or Common Areas to which a Unit has an exclusive right of use, for the purpose of making inspections, or for the purpose of correcting any conditions originating in the Unit and/or said Common Areas, or threatening another Unit or the Common Areas and Facilities, or for any other purpose reasonably necessary for the proper maintenance or operation of the Condominium, or for any other purpose as herein provided for which access to a Unit and/or said Common Areas is necessary; provided; however, that such entry is made after advanced notice and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, or in such case as a Unit Owner fails to cooperate with the Trustee(s) after notice as aforesaid, such right of entry shall be immediate, and without notice where such is impractical. In furtherance hereof, each Unit Owner shall provide to the Trustee(s) duplicate keys to all locks upon every means of access to a Unit.

Section 5.5 Common Expenses, Profits, and Funds

The Unit Owners shall be liable for Common Expenses and entitled to common profits of the Condominium in proportion to their respective percentages of the Beneficial Interest. The Trustee(s) may at any time or times, as they in their sole discretion may determine, distribute common profits and/or surplus accumulations among the Unit Owners in such proportions.

A. Reserve Funds. The Trustee(s) shall establish and maintain as hereinafter provided the following separate and segregated funds to be used for the purposes hereinafter specified:

1. Capital Expense Fund. The Trustee(s) shall set aside from the regular monthly payments of Common Charges an amount to be adequate and appropriate to provide a reserve for the periodic repair and/or replacement of the Common Elements and other capital purposes and may, to the extent consistent with these purposes, use the funds so set aside for the reduction of indebtedness or other lawful capital purpose, or

subject to the provisions of these By-Laws and the provisions of Chapter 183A, Section 17 and/or 18, for the repair, replacement, rebuilding, restoration or improvement of the Common Areas and Facilities. Such reserves shall be maintained in a separate and segregated account to be known as the Capital Expense Reserve Account and the funds so set aside shall not be deemed common profits available for distribution; but, rather, shall be considered as property of the Trust held for the account of the Unit Owners in accordance with their respective Beneficial Interests.

To ensure the adequacy of such Fund, the Trustee(s) may periodically engage an appropriate professional to undertake a capital reserve study, and/or to up-date one previously undertaken, and based thereon establish an appropriate policy to fund such capital expense needs as therein determined.

2. Working Capital. The Trustee(s) may maintain a working capital reserve in an amount as the Trustee(s) shall in their judgment determine as adequate and appropriate, to provide available funds to meet unforeseen expenditures, to cover cash flow requirements, or to acquire additional equipment or services deemed by the Trustee(s) as necessary or desirable, and may, to the extent consistent with these purposes, use the funds so set aside for operating expenses consistent with the provisions of these By-Laws. Such reserve shall be maintained in a separate and segregated account to be known as the Working Capital Reserve Account and the funds so set aside shall not be deemed common profits available for distribution, but, rather, shall be considered as the property of the Trust.

B. Determination of Common Expenses and Fixing of Common Charges. The Trustee(s) shall prepare a budget for the Condominium by establishing the Common Expenses expected to be incurred during the ensuing fiscal year together with a reasonable provision for contingencies and reserves as referred to above, and after taking into account any undistributed common profits from prior years (reserves excepted), shall determine the assessment to be made for such fiscal year (herein referred to as "Common Expenses"). The Common Expenses shall include, but in no way be limited to, all such amounts as the Trustee(s) may deem proper for the operation and maintenance of the

Condominium, including, without limitation, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained pursuant to the provisions of this Declaration, an amount for Sewer Charges for the onsite Wastewater Treatment Plant, an amount for irrigating the landscaping of the condominium, an amount for a capital expense reserve, an amount for a working capital reserve, and an amount to make up for 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 Trustee(s), on behalf of all Unit Owners, pursuant to the terms of this Declaration of Trust, of any Unit, which is to be sold at foreclosure or other judicial sale, or otherwise. The Trustee(s) shall promptly render statements to the Unit Owners for their respective shares of such assessment, according to their percentages of Beneficial Interest, and the amount shown on such statement shall, unless otherwise provided therein, be due and payable within thirty (30) days after the same is rendered. In the event an annual assessment is not made as above required, an assessment shall be presumed to have been made in the amount of the last prior assessment. In the event that the Trustee(s) shall determine at any time during any fiscal year that the assessment so made is less than the Common Expenses actually incurred, or in the reasonable opinion of the Trustee(s), likely to be incurred, or in the event that the Trustee(s) shall determine that it is advisable to establish a larger reserve or other kind for projected capital or other expenditures or otherwise, the Trustee(s) may make one or more supplemental assessments ("Special Assessments") and render such statements as they may deem necessary therefore in the manner aforesaid, and the amount shown in such statement shall be payable and take effect as aforesaid.

C. Payment and Collection of Common Expenses. The Trustee(s) shall, so far as reasonably possible, provide for payment of the annual assessment of Common Expenses in advance in monthly, substantially equal installments, which shall be due upon the first day of each month, or such other periodic payment as the Trustee(s) may determine. The amount of each such statement, together with late charges as may be reasonably imposed by the Trustee(s), reasonable attorneys' fees, fines and interest on the assessment at the rate of one and one-half percent (1 1/2%) per month, if that amount is not paid when due,

shall constitute a lien on the Unit of the Unit Owner assessed and the personal obligation of the Unit Owner, all pursuant to provisions of Chapter 183A, Section 6. The Trustee(s) shall take prompt action to collect any Common Expenses due from any Unit Owner, which remains unpaid. The Trustee(s) may, also, prohibit the delinquent Unit Owner, or persons occupying his or her Unit, from using any of the amenities of the Condominium, if any, not necessary to the use of the Unit. To the extent a Unit Owner may be persistently delinquent in the timely payment of common expenses due, as the Trustee(s) in their sole discretion may determine, the Trustee(s) may require such Unit Owner to pay the Common Expenses due in one lump sum as opposed to periodically as herein provided for. All obligations and charges to a Unit Owner and such Unit Owner's Unit shall for the purposes hereof be deemed a Common Expense attributable to such Unit and payment thereof shall be enforceable as herein provided.

D. Default in Payment of Common Expenses. In the event of default by any Unit Owner in paying to the Trustee(s) the Common Expenses attributable to his Unit (the "Common Charge"), such Unit Owner shall be obligated to pay all expenses, including attorneys' fees, fines, late charges and interest incurred by the Trustee(s) with respect to any efforts by the Trustees to collect such unpaid Common Expenses, irrespective of the amount so unpaid whether or not a lawsuit is commenced. The Trustee(s) shall have the right and duty to attempt to recover such unpaid Common Expenses, irrespective of the amount so unpaid, together with late charges, interest thereon, fines 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, or in any proceeding wherein the Unit Owner seeks to avoid payment of the common expenses due, all such constituting a lien as provided in Section 6 of Chapter 183A. In furtherance hereof; a defaulting Unit Owner hereby waives any argument upon such a proceeding that the expenses thereof, including attorneys fees, are unreasonable and/or excessive when considered in the light of the amount so unpaid. A Unit Owner shall, upon any action brought by the Trustee(s) to collect unpaid Common Expenses, have no right to make any claims or defense of offset upon any basis.

In such event as the Unit, which Common Expenses are in arrears, is leased, rented or let, and upon compliance by the Trustee(s) with the applicable provisions of M.G.L. c. 183A, section 6, the Trustee(s) shall be entitled to require the lessee or tenant to pay the rent due therefore directly to the Trustee(s) until such time as the arrearage, late fees interest, costs and expenses are fully paid and, upon a failure thereof, to an order of a Court of competent jurisdiction so requiring. This right shall be in addition to any other remedy herein or by law provided.

After an action is commenced by the Trustee(s) to foreclose a lien on a Unit because of unpaid Common Expenses, a Unit Owner remaining in his Unit for any period of time thereafter shall be required to pay a reasonable fee for the use and occupancy of his Unit and a receiver may be appointed to collect same. The Trustee(s) acting on behalf of all Unit Owners, shall have power to purchase a Unit at the lien foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the votes appurtenant thereto), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same, and may be brought simultaneously with an action to so establish and foreclose upon said lien.

E. Allocation of Common Funds. The Trustee(s) shall expend common funds only for Common Expenses and other purposes permitted hereby and by the provisions of Chapter 183A.

F. Notice of Default in Payment of Common Expenses. Pursuant to the applicable provisions of M.G.L. c. 183A section 6, and/or upon the written request of the holder of any mortgage upon a Unit, the Trustee(s) shall notify such holder of any default by a Unit Owner in the payment of his share of the Common Expenses.

G. Section 6(d) Certificates. Upon request of a Unit Owner or his designee, the Trustee(s) shall, within ten (10) days, provide a certificate in conformity with M.G.L. c. 183A section 6(d), specifying the amount, if any, of any unpaid Common Charges assessed to the Unit Owner and/or attributable to the Unit. The Trustee(s) may in their

discretion impose a reasonable fee for the provision of such statement. Such Certificate need only be signed by any one Trustee.

Section 5.6 Insurance.

The Trustee(s) and the Unit Owners shall obtain and maintain the following insurance policies:

A. Casualty Insurance. The Trustee(s) shall obtain and maintain fire insurance with extended coverage (covering other perils normally covered by the standard extended coverage endorsement) insuring all portions of the buildings, including the common areas and facilities of the condominium, and all of the units and all of the fixtures installed therein on the date of recording the Master Deed, but not including carpeting, drapes, fixtures, furniture, furnishings, or other personal property supplied or installed by Unit Owners, such insurance covering the interest of the condominium, the Trustee(s) and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to one hundred percent (100%) of current replacement cost of the buildings, common areas and facilities, and units, without deduction for depreciation, with loss payable to the Trustee(s), as Insurance Trustee(s) for each Unit Owner and the holder of each unit's mortgage. The named insured shall be "the Trustees of Norfolk Town Center Condominium Trust, for the use and benefit of the individual Unit Owners and unit mortgagees." Such insurance shall also cover all other perils customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available.

B. Liability Insurance. The Trustee(s) shall obtain and maintain, to the extent obtainable and/or applicable, master policies of insurance with respect to the Common Areas and Facilities for the benefit and protection of the Trust and all Unit Owners for: (i) comprehensive public liability insurance in such limits as the Trustee(s) may, from time to time, determine but in no case less than \$1,000,000/\$1,000,000 in coverage, covering the Trust, the Trustee(s), the Property Manager, if any, and each Unit Owner with respect to liability arising out of ownership, maintenance or repair of the Common Areas and Facilities of the Condominium, such insurance containing a "severability of interest"

endorsement which shall preclude the insurer from denying the claim of a Condominium Unit Owner because of negligent acts of the Trust, the Trustee(s), the Unit Owner or other Unit Owners, and other provisions commonly referred to as a "Special Condominium Endorsement" or its equivalent; (ii) workmen's compensation and employee's liability insurance; and (iii) such other liability insurance as the Trustee(s) may from time to time deem appropriate and desirable.

C. Fidelity Coverage. The Trustee(s) shall obtain fidelity coverage against dishonest acts on the part of the Trustee(s), the Property Manager, if any, employees or volunteers responsible for handling funds belonging to Trust or administered by the Trustee(s). This fidelity insurance shall name Norfolk Town Center Condominium Trust as the named insured and shall be written in an amount equal to the maximum amount that will be in the custody of the Trust at any one time, but in no event less than three month's Common Expenses plus all reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

D. Directors' and Officers' Liability Insurance. The Trustee(s) may obtain Directors' and Officers Liability Insurance in such amounts and upon such terms as they deem appropriate.

E. FHLMC and FNMA Insurance Requirements. If the Federal Home Loan Mortgage Corporation (FHLMC) or the Federal National Mortgage Association (FNMA) holds any interest in one or more mortgages on Units of which the Trustee(s) have received notice, the Trustee(s) or Unit Owners, as the case may be, shall obtain and maintain, to the extent reasonably obtainable, such other insurance as may be required from time to time by whichever of FHLMC or FNMA holds any interest in one or more mortgages on Units. All such policies shall be in such amounts and contain such terms as may be required from time to time by whichever of FHLMC or FNMA holds such interest.

F. Unit Owners' Insurance. In addition to insurance required to be maintained by the Unit Owner, Unit Owners may, and it is suggested that they should, also carry insurance for their own benefit insuring their furniture, furnishings and other personal property located within their respective Units or its appurtenances, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Trustee(s) shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Unit Owners shall in all events maintain liability insurance covering damage to the Property in such reasonable amounts as the Trustee(s) may determine and, upon request, provide evidence thereof to the Trustee(s).

G. Terms and Conditions of Policies. Policies for casualty insurance, and to the extent applicable, such other policies of insurance, shall provide to the extent obtainable: (i) that the insurance company waives any right of subrogation against the Trustee(s), their agents and employees, and the Unit Owners, their respective employees, agents, tenants and guests to the extent they are not specifically obligated hereunder; (ii) that the insurance shall not be prejudiced by any act or neglect of any Unit Owners or occupants or any other person or firm (including employees and agents of the Trustee(s)) when such act or neglect is not within the control of the Trustee(s) (or Unit Owners collectively) or by failure of the Trustee(s) (or Unit Owners collectively) to comply with any warranty or condition with regard to any portion of the premises over which the Trustee(s) (or Unit Owners collectively) have no control; and (iii) that such policies may not be canceled or substantially modified without at least twenty (20) days prior written notice to the Trustees and all Unit Owners and mortgagees of Units to whom certificates of insurance have been issued. Such insurance policies may provide for a reasonable deductible from the coverage thereof as determined by the Trustee(s) in their reasonable discretion. Where such loss is solely to a Unit or Limited Common Areas, the entire loss shall be borne solely by the Unit Owner thereof. Where such loss is solely to the Common Elements, the entire loss shall be the responsibility of the Trust.

H. Insurance Appraisal The Trustee(s) may obtain an appraisal of the full replacement value of the property to be insured by the Trustees.

I. Notification of Mortgagees. The Trustee(s), on behalf of the organization of Unit Owners, shall, when requested by mortgagees of Units, give written notice to such mortgagees of such loss to the Common Areas and Facilities, or to the Unit mortgaged, as the mortgagee requests.

J. Certificates of Insurance. Certificates of insurance with proper mortgagee endorsements, when requested, shall be issued to Unit Owners or their designees. The Trustee(s) may charge a reasonable fee for obtaining and issuing such certificates.

Section 5.7 Rebuilding, Restoration and Condemnation

The following provisions shall apply in the case of casualty loss or Condemnation:

A. Casualty Loss. In the event of damage to or destruction of a Unit or Units as a result of fire or any other casualty, the affected Unit Owner shall promptly take such action as the Trustee(s) deem appropriate to repair or restore his Unit.

B. Eminent Domain. If more than ten percent (10%) of the Condominium is taken under any power of eminent domain, the provisions of section 17 of Chapter 183A of Massachusetts General Laws 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 Trustee(s) shall have the authority to acquire the remaining portions of such Units, for such price as the Trustee(s) shall determine, provided that any Unit Owner of such remaining portion who does not agree with such determination may apply to the Superior Court, on such notice to the Trustee(s) 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 a partial taking, then the Trustee(s) may make such provision for realignment of the undivided interests in the Common Areas and Facilities as shall be just and equitable.

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 Trustee(s). In the event of a partial taking the award shall be allocated among the affected Units according to their appurtenant beneficial interest, 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, the entire award shall be payable to the Trustee(s) to be allocated among the Units according to their appurtenant beneficial interest, and paid first to the extent permitted by law, to the holder(s) of the first mortgages 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.

C. Retention of Architect. Whenever the estimated cost, as determined by the Trustee(s), of repair or restoration exceeds as to any one casualty or occurrence, twenty-five percent (25%) of the value with respect to anyone Unit, then the affected Unit Owner shall retain a licensed architect or licensed engineer, who shall not be directly or indirectly a Unit Owner or an employee or agent of any Unit Owner or a Trustee or an employee or agent of any Trustee, to supervise the work of repair or restoration.

Section 5.8 Improvements to the Trust and Common Elements

The following provisions shall apply in the case of any improvement at the Condominium.

A. Improvements Common Areas and Facilities. If and whenever the Trustee(s) shall propose to make any improvement to the Common Areas and Facilities or shall be requested in writing by one-third of the Unit Owners to make any such improvement, the Trustee(s) shall submit to all Unit Owners a form of agreement (which

may be in several counterparts) (the "Improvement Agreement") specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustee(s) to proceed to make the same. Upon the receipt by the Trustee(s) of such Improvement Agreement executed by seventy-five (75%) percent of the Unit Owners or the expiration of ninety (90) days after such agreement was first submitted to the Unit Owners, whichever of said events shall first occur, the Trustee(s) shall notify all the Unit Owners of the aggregate percentage of the Unit Owners who have then executed such Improvement Agreement. If such percentage is equal to or exceeds seventy-five (75%) percent, the Trustee(s) 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 such improvement to all Unit Owners as a Common Expense in accordance with their beneficial interest. Provided, however, that if the Trustee(s) shall determine in their reasonable discretion that the cost of such improvement exceeds ten percent (10%) percent of the then value of the Condominium, any Unit Owner who did not so agree to proceed may apply to the Superior Court, on such notice to the Trustee(s) as the Superior Court shall direct, for an order directing the purchase of his Unit by the Trustee(s) at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a Common Expense. If more than fifty percent (50%) of the Unit Owners but less than seventy-five (75%) percent of them so approve, the Trustee(s) shall proceed to make such improvement or improvements and shall charge the same solely to the Unit Owners so approving; provided, however, that the Unit Owners shall be afforded the opportunity to execute the Improvement Agreement conditioned upon obtaining the aforesaid seventy-five (75%) percent agreement.

Notwithstanding anything to the contrary contained in this Subsection, in the event that any Unit Owner or Owners shall dissent from any determination of the Trustee(s) with respect to the value of the Condominium or any other determination or action of the Trustee(s) under this Subsection by notice in writing to the Trustee(s) within ten (10) days after such determination or action, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustee(s) or the dissenting Unit

Owner or Owners may submit the matter to arbitration, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association. The party submitting the matter to arbitration shall be responsible for payment of all costs and expenses of the arbitration.

Notwithstanding anything to the contrary contained in this subsection, the Trustee(s) shall not in any event be obligated to proceed with any improvement unless and until they have received funds in an amount equal to the estimate of the Trustee(s) of all costs thereof.

For the purposes hereof, the construction, erection, alteration, modification and/or doing of any thing or things to the Common Elements, the total cost of which in each separate instance does not exceed two (2%) percent of the budgeted Common Expenses for a given fiscal year shall not be considered an improvement, but rather an expense incurred in the operation, care, upkeep and maintenance of the Common Elements.

1. Improvement at Unit Owner Expense. If and whenever any Unit Owner shall propose to make an improvement to or affecting the Common Areas and Facilities of the Condominium at such Unit Owner's own expense, and the Trustee(s) determine in their reasonable discretion that such improvement would be consistent and compatible with the Condominium and the use and enjoyment thereof by its residents, the Trustee(s) may, but shall not be obligated to, authorize such improvement to be made at the sole expense of the Unit Owner proposing the same, without the consent or approval of other Unit Owners, subject to such contractual undertakings of the Unit Owner proposing such improvement as the Trustee(s) in their reasonable discretion deems to be necessary or desirable in the circumstances.

B. Improvements to Units. No Unit Owner shall make any addition, alteration or improvement in or to his Unit or to any portion of the Common Areas and Facilities to which he has the exclusive use, which may affect the appearance or structure of the Condominium, or the integrity of its systems, or which does the Master Deed otherwise restrict, without the prior written consent thereto of the Trustee(s). Said request shall

include adequate plans, specifications and similar items, so as to enable the Trustee(s) to reasonably review such request.

As to any request for approval pursuant to this Subsection the Trustee(s) may engage, if they so choose, an architect or engineer or both, if necessary, to review the plans and specifications to be attached to said request, and such architect or engineer's fees shall be paid by the requesting Unit Owner. If the said engineer and/or architect determines that the plans and specifications are consistent with the structural integrity and/or design character, as relevant to the particular request, of the Condominium, the Trustee(s) may then, in their sole discretion, approve or disapprove said plans, or approve them subject to certain conditions including restrictions in the manner of performing such work and requirements thereto related and such other restrictions as may be contained in the Master Deed.

All additions, alterations or improvements to any Unit (whether or not affecting the structural or mechanical systems of the Condominium) shall be performed in compliance with all applicable laws, regulations and codes, and when required thereby, by licensed and insured contractors and shall be completed in a good and workmanlike manner. Each Unit Owner, and his contractors, shall cooperate with the Trustee(s) and other Unit Owners so as not to unduly inconvenience or disturb the occupants of the Condominium. Notwithstanding any other provision of these By-Laws, the cost of repairing or restoring any damage to the Common Areas and Facilities or to any Unit which is caused by any work being performed by or for a Unit Owner shall be charged solely to such Unit Owner. The foregoing shall not be construed to interfere with a Unit Owner's right to decorate his Unit and/or affix fixtures normally associated with the permitted uses of the Unit.

1. Permits. To the extent that any addition, alteration or improvement to a Unit by the Unit Owner requires a permit, license or similar item to be obtained in the name of the Condominium, Trust or Trustee(s), from a governmental authority, the application therefore shall be executed by the Trustee(s) without, however, incurring any liability on the part of the Trustee(s), or any of them, or the Trust to any contractor, subcontractor or

material man or any other person on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising there from, or, if permissible, to such governmental authority. The Unit Owner shall bear all costs associated herewith and shall be fully responsible therefore, and wholly liable there under; and shall pay to the Trustee(s) such fee therefore as the Trustee(s) may reasonably determine.

Section 5.9 Rules, Regulations, Restrictions and Requirements

The use of the Condominium and each Unit Owner's Unit shall be restricted to and shall be in accordance with the provisions of the Master Deed, this Trust (including the By-Laws and such administrative rules and regulations (attached hereto as Exhibit A) as the Trustee(s) may adopt pursuant to this Trust), and all applicable laws, zoning ordinances, rules, regulations and requirements of all governmental bodies having jurisdiction over the Condominium or the use and occupancy thereof.

The Trustee(s) shall have the right (which right shall not be delegated) at any time and from time to time to adopt, amend and rescind reasonable administrative rules and regulations governing the operation, appearance and use of the Common Areas and Facilities including, without limitation, Common Areas and Facilities the exclusive use of which is for one or more Units, and otherwise providing for the administration of the Condominium as contemplated by the Master Deed and the Trust, and in interpretation thereof (the "Rules and Regulations"); provided, however, that any such Rules and Regulations shall not be promulgated and/or amended which will materially and adversely affect the holder of any first mortgage of which the Trustee(s) have received notice without the written consent of such holder. Any such Rules and Regulations shall be consistent with provisions of the Master Deed, the Declaration of Trust and Chapter 183A. Copies of such Rules and Regulations and any amendments or changes thereto shall be furnished by the Trustee(s) to each Unit Owner and shall be recorded with the Norfolk County Registry of Deeds. The initial Rules and Regulations are attached hereto as Exhibit A and shall be considered to be By-Laws for all purposes.

The Master Deed, this Trust and the Rules and Regulations, as from time to time amended, shall be enforced by the Trustee(s). The Trustee(s) may eliminate any violation and the cost and expense, including, but not limited to, attorney's fees and fines, of eliminating such shall be chargeable to the Unit Owner who himself or whose family, servants, employees, agents, visitors, lessees, tenants, licensees, or pets are responsible for such violation. The cost of so eliminating a violation caused by another than as specified shall be a Common Expense. The Trustee(s) may also levy reasonable fines against the Unit Owner for such violations if any such violation is not cured within three (3) days after notice thereof, and such fine shall constitute a portion of such Unit Owner's Common Expenses which shall be payable by the Unit Owner of such Unit upon demand and enforceable as a Common Expense. For each day a violation continues after notice it shall be considered a separate violation. In the case of persistent violation, the Trustee(s) shall have the power to require the Unit Owner to post a bond, or other security as they may determine, to provide for adherence.

In enforcing the Master Deed, this Trust or the Rules and Regulations as to leased Units, the Trustee(s) may proceed against the Unit Owner, the tenant, or both as the Trustee(s), in their sole discretion may determine. A failure of a tenant to pay a fine upon demand shall constitute grounds for the Trustee(s) to obtain the removal of such tenant from the Condominium as herein elsewhere provided.

Section 5.10 Pets.

One ordinary household pet 30 pounds or under may kept in any of the Condominium Units.

Section 5.11 Unit Owner Responsibilities

Except as may be otherwise specifically provided herein, a Unit Owner shall be fully responsible for the acts and omissions, feausance, malfeasance and misfeasance, and all other conduct of his family members, servants, agents, employees, invitees lessees, tenants, licensees, guests, pets or others upon the Property at the behest of the Unit Owner.

Section 5.12 Enforcement of Charges Fines; Obligations

Any charge, fine, attorney's fees or other financial obligation to, of or on any Unit Owner, and/or Unit herein provided for shall constitute a lien upon such Unit and be enforceable to the same manner and extent as for Common Expenses provided for in this Declaration and section 6 of Chapter 183A.

Section 5.13 Attorney's Fees and Costs

In such case as it is necessary for the Trustee(s) to engage the services of an attorney, or attorneys, for the purpose of enforcing against a Unit Owner, tenant, occupant, or other person bound thereby any provision of the Master Deed, the Declaration of Trust, the Rules and Regulations, or obligations there under, and/or for the purpose of defending any action brought by such person(s), said Unit Owner, tenant, occupant or other such person shall be liable for, in addition to any other liability, the fees and costs of such attorneys in so proceeding thereto, including the fees of all experts engaged in connection therewith. As to Unit Owners, the amount of such fines, fees and costs and attorney's fees shall constitute a lien upon the Unit enforceable to the same manner and extent as a lien for Common Expenses, and the Unit Owner shall be personally liable therefore.

Section 5.14 Inspection of Books

The books, accounts and records of the Trustee(s) and of the organization of Unit Owners shall be open to inspection to any one or more of the Trustee(s), to the Unit Owners and to first mortgagees. The Trustee(s) may, however, subject to and in accordance with the applicable provisions of Chapter 183A, adopt reasonable rules and impose reasonable restrictions upon such access, including, but not limited to hours and place of availability, fees for reproduction, access only for condominium related purposes, and provision for the maintenance of confidentiality as to appropriate records.

Section 5.15 Financial Reports to Unit Owners

Within one hundred and twenty (120) days of the end of the fiscal year, the Trustee(s) shall cause to be prepared a financial statement prepared in conformity with so

called review standards by a certified public accountant which shall include a balance sheet, income and expense statement and statement of funds. Upon request, the Trustees shall provide a copy of said statement to any unit owner.

A. Audit. Any Unit Owner, at his sole cost and expense, may at any time have the financial records of the Condominium audited by a certified public accountant of his choosing. The Trustee(s) shall fully cooperate therein; provided, however, that the auditing Unit Owner shall pay upon demand all reasonable costs and expenses incurred by the Trust in regards thereto.

Section 5.16 Fiscal Year

The fiscal year of the Trust shall be each calendar year ending December 31 or such other date as may from time to time be determined by the Trustee(s).

Section 5.17 Checks, Notes, Drafts and Other Instruments.

Except as to reserve accounts, checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustee(s) or of the Trust may be signed by any Trustee, or by the Property Manager to whom such power may at any time or from time to time be delegated. Checks drawn on the Trust's reserve account(s) must be signed by at least two Trustee(s) or one Trustee if there be only one.

Any instrument signed by any one, or more, Trustee(s) which contains or is accompanied by a certification that said Trustee, or Trustee(s), are authorized to execute and deliver the same by appropriate vote of the Trustee(s) shall be conclusive evidence in favor of every person relying thereon or claiming there under.

A. Seal. The Trustee(s) may, at any time or from time to time, at their discretion, adopt a seal circular in form bearing the name of this Trust and year in which this instrument was recorded in the Registry of Deeds, or a common or water seal that shall be valid for all purposes.

Section 5.18 Notices to Unit Owners

Unless otherwise required by applicable law or order of court, every notice to any Unit Owner required under the provisions hereof, or which may be deemed by the Trustee(s) necessary or desirable in connection with the administration of the Condominium or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustee(s) to such Unit Owner by leaving such notice, or mailing it postage prepaid and addressed to such Unit Owner, at his address at the Condominium, unless such Unit Owner has designated in writing to the Trustee(s) some other address for the receipt of notices. Such notice shall be given within such time period as herein, or by such court, required, and if there be no specified period then 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.

Section 5.19 Information to be Provided by Unit Owners to Trustee(s) and Tenants.

Each Unit Owner shall provide to the Trustee(s), at such times and in such manner and form as the Trustee(s) shall require, that information and data as the Trustee(s) may reasonably require in and for the efficacious performance of the Trustee(s)' duties as herein provided. Such information and data shall include, but shall not be limited to:

- A. The name and mailing address of the Unit Owner(s).
- B. The names of all occupants of the Unit, except guests of less than thirty (30) days duration.
- C. The name and address of all mortgagees, including the applicable loan numbers. In the event, and at the time a Unit Owner should assign, lease, sell or otherwise transfer his interest in his Unit, such Unit Owner shall notify the Trustee(s) of the name and address of the person to whom he is so transferring the Unit whereupon the Trustee(s) shall provide such person with copies of the Master Deed, this Trust and the

Rules and Regulations promulgated thereunder, as they may then be amended. The Trustee(s) may charge such Unit Owner a reasonable fee for the provision of said documents and requires a receipt for the provision of the documents. Unit Owners, who lease, let and/or rent their Units shall provide to the tenant the name, address, and telephone number of the person responsible for the maintenance of the Unit and the name of the person responsible for the maintenance of the Common Elements, which latter shall be provided to the Unit Owner by the Trustee(s).

Section 5.20 Voting, Consent and Action Thereon.

In regard to such actions and things as to which the consent or vote of the Unit Owners is required, unless a shorter period or requirement is imposed hereunder or by applicable law, the Trustee(s) shall have a period of six (6) months in which to obtain such consent or vote. The Trustee(s) shall have an additional period of six (6) months to obtain any required mortgagee consent. No Unit Owner may, after giving his consent or vote, rescind, modify or revoke such during said period. Should a Unit be sold during said period after the giving of such consent or vote, such consent or vote shall remain valid notwithstanding the change of ownership

Section 5.21 Acquisition of Units by Trustee(s).

Acquisition of Units by the Trustee(s) for the Trust may be made from the working capital and common funds in the hands of the Trustee(s), or if such funds are insufficient, the Trustee(s) may levy an assessment against each Unit Owner in proportion to his Beneficial Interest, as a Common Charge, or the Trustee(s), in their discretion, may borrow money to finance the acquisition of such Unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, to be so acquired by the Trustee(s) and/or a pledge of the Common Charges.

Section 5.22 Property Manager

The Trustee(s) may hire or appoint a Property Manager to assist in the administration of the Condominium who shall perform such duties in the administration,

management and operation of the Condominium, including the incurring of expenses, the making of disbursements and the keeping of accounts as the Trustee(s) shall from time to time determine. The Property Manager so retained shall in all events fully comply with the applicable provisions of Chapter 183A. Notwithstanding the appointment of such a Property Manager, the Trustee(s) shall retain ultimate control over the administration, management and operation of the Condominium.

Any such agreement for professional management of the Condominium shall be terminable without cause and without incurring payment of a termination fee on ninety (90) days written notice, or such lesser period as the Trustee(s) may agree upon in such agreement. Such agreement may, additionally, be terminated for cause upon ten (10) days notice; provided, however, that the Manager may cure within such period. Notwithstanding this provision, there shall be no right of cure in regard to the misappropriation of the Condominium's funds upon which event termination may be had immediately upon notice.

Section 5.23 Arbitration

All claims, disputes and other matters in question arising out of or relating to the Declarant shall be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association then existing. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Each party shall solely bear its own expenses, including legal fees, relating to the arbitration and the parties agree that the arbitrators shall not be entitled to award punitive damages.

Notices of the demand for arbitration shall be filed in writing with the other party to the dispute and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen and a demand shall not be made after the date when institution of legal proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations or barred by the limited warranty attached

hereto and made a part hereof In the event of arbitration, each party shall select an arbitrator of its choice and the two arbitrators so chosen shall select the third arbitrator.

ARTICLE VI: Mortgages

Section 6.1 Unit Mortgages

Any Unit Owner may, without the prior written approval of the Trustee(s), mortgage his Unit to any person, firm or entity.

A. Notice to Trustee(s). A Unit Owner who mortgages his Unit shall notify the Trustee(s) of the name and address of his mortgagee and loan number, and the Trustee(s) shall maintain such information. Except as may be provided by applicable law, the failure of a Unit Owner to so notify the Trustee(s) shall not invalidate the mortgage or any other provisions or the rights of any holder of such mortgage.

B. Notice of Unpaid Common Charges or Other Default; Material Amendment.

In addition to the requirements of section 6 of Chapter 183A, the Trustee(s), whenever so requested in writing by a mortgagee of a Unit, shall promptly report (i) any then unpaid Common Charges due from, or any other default by, the Unit Owner of the mortgaged Unit; (ii) any other default in the performance by the Unit Owner of the mortgaged Unit of any obligation under the Master Deed, this Trust or the Rules and Regulations, which is not cured within sixty (60) days of notice to the Unit Owner, (iii) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a mortgage held, insured, or guaranteed by a mortgage holder or insurer or guarantor, as applicable, (iv) any lapse, cancellation or material modification of any insurance policy or fidelity insurance maintained by the Trustee(s); (v) any proposed action, which requires the consent of a specified percentage of eligible mortgage holders as specified in the Master Deed or this Declaration of Trust; and/or (vi) any proposed material amendment to this Trust, which may affect such eligible mortgagee's interests or rights.

C. Assignment of Unit Owner Rights. The right of any Unit Owner to vote, to grant or withhold any consent, and to exercise any other right or option herein granted to

a Unit Owner may be assigned or transferred in writing to, or restricted in favor of any mortgagee or a mortgage covering that Owner's Unit, and the Trustee(s) shall upon receipt of written notice thereof from such Unit Owner or mortgagee be bound by any such assignment or transfer which appears of record to be in full force and effect.

ARTICLE VII: Rights and Obligations of Third Parties Dealing with the Trustees

Section 7.1 Third Parties' Reliance

No purchaser, mortgagee, lender or other person dealing with the Trustee(s) as they then appear of record in the Norfolk County Registry of Deeds shall be bound to ascertain or inquire further as to the identity of said Trustee(s) or of any changes therein. The receipts of the Trustee(s), or anyone of them, for moneys or things paid or delivered to them, or him, shall be effectual discharges there from to the persons paying or delivering the same and no person from whom the Trustee(s), or anyone or more of them, shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustee(s) or with any real or personal property which then is or formerly was Trust Property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or from which sale, mortgage, pledge or charge is herein authorized or directed, nor otherwise as to the purpose or regularity of any of the acts of the Trustee(s), or any one or more of them, purporting to be done in pursuance of any of the provisions or powers herein contained, nor as to the regularity of the resignation, election or appointment of any Trustee.

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 Trustee(s) or by any agent or employee of the Trustee(s), or by reason of anything done or omitted to be done by or on behalf of them, or any of them, against the Trustee(s) individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceeding, or by virtue of any suit or otherwise, and all persons extending credit to,

contracting with or having any claim against the Trustee(s), shall look only to the Trust Property for payment under 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 Trustee(s), so that neither the Trustee(s) nor the Unit Owners, present or future, shall be personally liable therefore; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners 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 Trustee(s), or by any agent or employee of the Trustee(s), 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.

This Declaration of Trust and any amendments hereto and any certificate herein required to be recorded and any other certificate or instrument (including without limitation a certificate pursuant to General Laws, Chapter 183A, section 6(d)) signed by any one Trustee which may be deemed desirable to record shall be recorded with the Norfolk County Registry of Deeds and such recording 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 Trustee(s), the Property and/or the Trust Property or any beneficiary hereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustee(s), when the same shall be recorded with said Registry of Deeds. Any certificate signed by a majority of the Trustee(s) in office at the time (or one Trustee if there be but one) setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries, and as to matters determining the authority of the Trustee(s) 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 Trustee(s), acting in reliance thereon. Any certificate executed by any Trustee hereunder, or by a majority of the Trustee(s) 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 Certificate of Incumbency and Address

The Trustee(s) shall from time to time as required by M.G.L. c. 183A and/or this Declaration of Trust record with said Registry of Deeds appropriate instruments reflecting the composition of the Board of Trustee(s) and the mailing address of this Trust.

ARTICLE VIII: Amendment and Termination

Section 8.1 Amendment to Declaration of Trust.

The Trustee(s), with the consent in writing of Unit Owners holding at least Fifty - one (51%) percent of the Beneficial Interest, may at any time and from time to time amend, alter or add to this Declaration of Trust in any manner or any extent or if such Amendment requires greater percentage of beneficial interest, than that greater percentage. The Trustees must first be duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change shall be valid or effective if:

- (a) Made without the written consent of the Declarant prior to the Declarant's relinquishing control hereunder; or
- (b) Made without the written consent of the Declarant, according to the purport of which, the Declarant's rights hereunder, or under the Master Deed, are changed in any way; or

- (c) 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 than the percentage of the Undivided Interest of such Unit Owner in the Common Areas and Facilities as set forth in said Master Deed, except as may be provided for elsewhere hereunder or in the Master Deed, other than by consent of the Unit Owners specified in the Master Deed; or
- (d) Which would render this Trust contrary to or inconsistent with any requirements or provisions of Chapter 183A, shall be valid or effective; or
- (e) Which is contrary to or inconsistent with the provisions of the Comprehensive Permit issued by the Norfolk Zoning Board of Appeals or the Regulatory Agreement by and between the Declarant and the Town of Norfolk , as referenced and described in the Master Deed recorded herewith, shall be of any force or effect unless agreed to, in writing, by the Town of Norfolk .

A. Consent of Mortgagees to Amendments. In addition, this Trust may not be materially amended without the consent of at least fifty-one (51%) percent of the first mortgagees, which have requested the Trustee(s) to notify them in such case as a material amendment is considered. The consent of any such mortgagee who does not respond to a request for consent within sixty (60) days shall be deemed given. As to any non-material amendment, the consent of any such mortgagee who does not respond to a request for consent within thirty (30) shall be deemed given.

B. Effective Date of Amendment. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with said Registry of Deeds an instrument of amendment, alteration, addition of change, as the case may be, signed, scaled and acknowledged by a majority of the Trustee(s) then in office, setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners and/or mortgagees herein required to

consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity thereof 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.

No such amendment, addition or change shall be of any effect unless such instrument is so recorded within six (6) months of the date of the first consent thereto.

C. Special Amendments. The foregoing notwithstanding, the Trustee(s) shall have the power coupled with the interest to, by an instrument signed by a majority of their number and duly recorded with said Registry of Deeds, amend this Declaration of Trust to (1) correct any scrivener's or technical error made herein; or (2) to make this Declaration of Trust comply with Massachusetts General Laws, Chapter 183A; or (3) to comply with rules or regulations promulgated by the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC), and/or other so-called secondary mortgage market agencies, or (4) to satisfy applicable insurance requirements. This power may be exercised not only to add additional provisions or modify existing provisions, but also to delete theretofore required provisions should such no longer be required.

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 therefore set forth in section 19 of Chapter 183A and the Master Deed.

Section 8.3 Action Upon Termination.

Upon the termination of this Trust, the Trustee(s) may, subject to and in accordance with provisions of Chapter 183A, sell and convert into money the whole of the Trust Property or any part or parts thereof, and, after paying or satisfying all known liabilities and obligations of the Trust and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, all other property then held by them in trust hereunder, to the Unit

Owners as tenants in common, according to their respective percentages of Beneficial Interest. In making any sale under this provision, the Trustee(s) shall have power to sell by public auction or private contract and to buy in or rescind or vary any contract of sale and to resell without being answerable for loss and, for said purposes, to do all things, including the execution and delivery of instruments, as may be 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 Trustee(s) shall continue as to all property at any time remaining in their hands

Notwithstanding anything to the contrary contained in this Section, in the event that any Unit Owner shall dissent from any determination of the Trustee(s) with respect to the value of the Condominium or any other determination or action of the Trustee(s) under this Section by notice in writing to the Trustee(s) within ten (10) days after such determination or action, and such dispute shall not have been resolved within thirty (30) days after such notice, then either the Trustee(s) or the dissenting Unit Owner may submit the matter to arbitration, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

ARTICLE IX: Construction, Interpretation and Waiver

In the construction hereof, whether or not so expressed, words used in the singular or in the plural, respectively, include both the plural and the singular, words denoting males include females and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is to be inferred from them or required by the subject matter or context. The title headings of different parts hereof are inserted only for the convenience of reference and are not to be taken to be any part hereof nor to control or affect the meaning, construction, interpretation or affect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts. Unless the context otherwise indicates, words defined in Chapter 183A shall have the same meaning herein and to the extent of any conflict between the terms hereof and the requirements of said Chapter 183A, the latter shall

obligation or provision contained in this 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.

IN WITNESS WHEREOF said Declarant has hereunto set his hand and seal on
This ^{7th} day of *October* 2006.

By: Norfolk Town Center, LLC

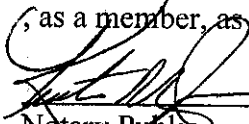
Paul D. Borrelli

Paul D. Borrelli, Member

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this 13th day of October 2006 before me, the undersigned notary public, personally appeared Paul D. Borrelli, member of the Norfolk Town Center LLC, proved to me through satisfactory evidence of identification, which were *driver's license*, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in his capacity, as a member, as aforesaid.



Notary Public

My commission expires:

KIRSTEN M. JENSEN
A Notary Public of Massachusetts
My Commission Expires December 27, 2007

EXHIBIT A – NORFOLK TOWN CENTER CONDOMINIUM TRUST RULES AND REGULATIONS

In addition to the regulations and restrictions set forth in the Master Deed and By-Laws of the Association, use of the units in the common area thereof shall be subject to the following Rules and Regulations:

1. The Condominium Property is for residential purposes only. No Unit may be used, in whole or in part, for business purposes.
2. Common Areas shall at all times be maintained in a good state of repair and in a clean, safe and in all ways a proper manner. Electrical wiring and appliances serving the units shall not be overloaded or otherwise used in a manner other than for that for which the system was designed, Plumbing fixtures shall likewise be used only as intended and sinks and water closets shall not be used to dispose of any rubbish, rags, paper, dirt or other substances likely to cause damages to the common plumbing system. The costs of repairing any damage to any system serving the condominium caused by the misuse thereof shall be charged to and paid for by the unit owner whose misuse occasioned such damage. To avoid damage to the plumbing system during winter months, heat will be maintained at all times in a unit at a temperature of not less than 55 degrees, unless the unit is winterized by a contractor approved by the trustees.
3. Nothing shall be thrown or allowed to fall from windows, doors, or other openings of units into the common areas nor shall any rugs or mops be shaken therefrom. No clothes, clotheslines, sheets, blankets, laundry or any other kind may be hung out or exposed on any part of the common areas.
4. No offensive activity shall be carried on the Common Elements, nor shall anything be done therein, either willingly or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owners shall make or permit any disturbing noises by himself/herself, his/her family, servants, employees, agents, visitors, lessees, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.
5. No unit may be altered or remodeled in any way without the prior written approval of the Association and nothing may be done in or to a unit that would cause the insurance on the unit to be canceled, lapse or increase in premium.

6. The Association shall be provided with a key to all units in the condominium in order to have access thereto for the purpose of making necessary inspections and repairs. Exterior door locks of units will not be changed without prior approval of the Association and if an approved change necessitates use of a new key, such new key will be provided to the Association forthwith.
7. Units in the condominium may be leased or rented only in accordance with the By-Laws of the Association and provided that only thirty percent of the units in the Condominium are rented at any given time in order to comply with the current guidelines of the FNMA. The minimum lease or rental period is one year.
8. Use of the common areas of the condominium, in any manner, the result of which would be to increase premiums paid on insurance by the Association or cause the lapse or cancellation of such policy or policies is prohibited.
9. No articles or personal property shall be kept in the common areas of the condominium temporarily or otherwise, except as specified and approved by written consent of the Association. Excepted from this provision are those common areas set aside for the exclusive use of a particular designated purpose.
10. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed to any part of the outside of the building in the condominium without prior written consent of the Association.
11. The sidewalks and entrances must not be obstructed or encumbered or used for any purpose other than ingress or egress to and from the premises.
12. No awnings, antennas, decorations, or other projections shall be attached to the common areas outside walls or roof of any buildings. No blinds, shades or screens shall be attached to or hung on the exterior of the building, or used in connection with any window or door on the exterior of the building without prior written consent of the Association.
13. The disposition of trash shall only be used in receptacles approved by the Association, and trash containers will, at all times, be stored, except curbside on the day of pickup.
14. No unit owner shall be allowed to undertake any landscaping, planting or gardening on any part of the condominium except with the written approval of the Association or except in areas which may from time to time be set aside for such use by the Association.
15. No boats, trailers, campers, motor homes, unregistered vehicles, commercial trucks or vans or other commercial type of vehicles shall be operated, stored or maintained anywhere on the condominium property. No automobile or truck shall be repaired or maintained on the Premises and no oil or fluid leakage shall

be allowed on asphalt or common areas. Repairs include but are not limited to any maintenance of vehicles or change of any fluid of vehicles.

16. The Board of Trustees will have the power to enforce all the Rules and Regulations of the condominium trust. The Board of Trustees or its managing agent shall notify the unit owner of any violation in writing, certified return receipt, that they have ten (10) days to correct or satisfactorily respond to the notice. The Board has the authority to levy a \$20.00 daily assessment against any unit owner not conforming to the established Rules and Regulations.
17. Nothing shall be placed in the rear or side yards that may prevent vehicular access by public safety vehicles.
18. The following units are expressly restricted for sale and occupancy to persons aged fifty-five (55) years or older; and there shall be no full time occupancy of any persons aged eighteen years or younger:

Unit 1; Unit 2; Unit 3; Unit 4; Unit 5; Unit 6; Unit 7; Unit 8; Unit 9; Unit 10;
Unit 11; Unit 12; Unit 13; Unit 14; Unit 15; and Unit 16
19. These Rules and Regulations are subject to change by the Association as provided in the condominium documents.

**EXHIBIT B - NORFOLK TOWN CENTER CONDOMINIUM –
AGE RESTRICTED UNIT DEED**

GRANTOR: Norfolk Town Center LLC, c c/o Paul D. Borrelli, Needham Investment Company, Post Office Box 247, Medfield, Massachusetts 02056, for consideration paid of (\$ _____) Dollars

GRANTS TO:

With QUITCLAIM COVENANTS, Unit No. ____ of Norfolk Town Center Condominium created by Master Deed dated _____, recorded with said Registry in Book _____, Page _____

with a Property Address: _____, Norfolk , MA

The unit conveyed is laid out as shown on a plan filed herewith, which plan is a copy of a portion of the plans filed with said Master Deed and to which is affixed a verified statement in the form provided in M.G.L. Ch. 183A, section 9. It is subject to and with the benefit of the obligations, restrictions, rights and liabilities contained in General Laws Chapter 183A, the Master Deed, the Declaration of Trust of the Norfolk Town Center Condominium and the By-Laws, Rules and Regulations filed therewith. The unit is conveyed together with all appurtenances as set forth in the Master Deed.

The property is subject to a Comprehensive Permit recorded with the Norfolk County Registry District of the Land Court as Document # 1041324

The Condominium and each of the units is intended for residential purposes and as set forth in the Master Deed.

The undivided percentage interest of the unit conveyed hereunder in the common areas and facilities is ____%

GRANTEES BY RECORDING OF THIS DEED ACKNOWLEDGE THAT NORFOLK TOWN CENTER CONDOMINIUM IS A CONDOMINIUM COMMUNITY FOR PERSONS 55 YEARS OF AGE AND OLDER AND AGREE TO COMPLY WITH THE RESTRICTIONS AND REQUIREMENTS CONTAINED IN THE MASTER DEED, INCLUDING, BUT NOT LIMITED TO, SECTION 12A AND EXHIBIT D OF SAID MASTER DEED.

For Grantor's title, see deed recorded with said Registry in Book _____, Page _____.

Witness my hand and seal this _____ day of _____

By: Norfolk Town Center LLC

Paul D. Borrelli, Member

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this _____ day of _____, 2004 before me, the undersigned notary public, personally appeared Paul D. Borrelli, member of the Norfolk Town Center LLC, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in his capacity _____, as a member, as aforesaid.

Notary Public

My commission expires:

**EXHIBIT C - NORFOLK TOWN CENTER CONDOMINIUM –
UNIT DEED**

GRANTOR: Norfolk Town Center LLC, c c/o Paul D. Borrelli, Needham Investment Company, Post Office Box 247, Medfield, Massachusetts 02056, for consideration paid of (\$ _____) Dollars

GRANTS TO:

With QUITCLAIM COVENANTS, Unit No. _____ of Norfolk Town Center Condominium created by Master Deed dated _____, recorded with said Registry in Book _____, Page _____

with a Property Address: _____, Norfolk , MA

The unit conveyed is laid out as shown on a plan filed herewith, which plan is a copy of a portion of the plans filed with said Master Deed and to which is affixed a verified statement in the form provided in M.G.L. Ch. 183A, section 9. It is subject to and with the benefit of the obligations, restrictions, rights and liabilities contained in General Laws Chapter 183A, the Master Deed, the Declaration of Trust of the Norfolk Town Center Condominium and the By-Laws, Rules and Regulations filed therewith. The unit is conveyed together with all appurtenances as set forth in the Master Deed.

The property is subject to a Comprehensive Permit recorded with the Norfolk County Registry District of the Land Court as Document # 1041324

The Condominium and each of the units is intended for residential purposes and as set forth in the Master Deed.

The undivided percentage interest of the unit conveyed hereunder in the common areas and facilities is ____%

For Grantor's title, see deed recorded with said Registry in Book _____, Page _____.

Witness my hand and seal this _____ day of _____

By: Norfolk Town Center LLC

Paul D. Borrelli, Member

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this _____ day of _____, 2004 before me, the undersigned notary public, personally appeared Paul D. Borrelli, member of the Norfolk Town Center LLC, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in his capacity _____, as a member, as aforesaid.

Notary Public

My commission expires: