

NINE ACTON ROAD TOWNHOUSES

DECLARATION OF TRUST

PREPARED BY:

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This DECLARATION OF TRUST made this ____ day of _____ 2024, by ACTON RD DEVELOPMENT LLC (hereinafter the “Declarant”), a duly organized Massachusetts a duly organized Massachusetts limited liability company having a principal place of business at 11 Tanglewood Drive, Nashua, New Hampshire 03062 (hereinafter referred to as the “Declarant”).

Article I. NAME OF TRUST

The Trust hereby created shall be known as “**Nine Acton Road Townhouses Trust**”, and under that name, so far as legal, convenient and practicable, shall all business carried on by the Trustees be conducted and shall all instruments in writing by the Trustees be executed. The name of the Trust may not be changed at any time within the next five years following the date of this instrument unless consented to in writing by the original Declarant named herein. The Declarant hereby reserves for itself, its successors and/or assigns all rights to the use of the name “Nine Acton Road Townhouses” but grants to the Trustees the non-exclusive right to use the name for the limited purpose as part of the name of the Condominium. Without limiting the generality thereto, the Declarant reserves the right to use the name as the whole or part of the name for future condominium(s) or other. The original Declarant reserves for itself the right to change the name of the Trust for so long as it holds an interest in any of the Units or for so long as the Declarant still has phasing rights as set forth in the Master Deed.

Article II. THE TRUST PURPOSES

§1 Unit Owners’ Organization. All of the rights and powers in and with respect to the Common Areas and Facilities of the Nine Acton Road Townhouses Trust (the “Condominium”) established by a Master Deed to be recorded herewith or prior hereto (the “Master Deed”) which are, by virtue of Massachusetts General Laws, Chapter 183A (“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 the Trustees hereunder shall vest in the

Trustees as joint tenants with right of survivorship as Trustees of this Trust, in trust, to exercise, manage, administer and dispose of the same exclusive of the common areas and to receive the income thereof for the benefit of the owners of record from time to time of the Units of the Condominium (hereinafter referred to as the beneficial interest) set forth herein and in accordance with the provisions of Section 10 of Chapter 183A for the purposes therein set forth.

§2 No Partnership. It is hereby declared that a trust and not a partnership has been created and that the Unit Owners are beneficiaries, and not partners or associates nor in any other relation whatever between themselves with respect to the Trust property and hold no relation to the Trustees other than of beneficiaries, with only such rights as are conferred upon them as such beneficiaries hereunder and under and pursuant to the provisions of Chapter 183A.

Article III. THE TRUSTEES

§1 Initial Trustee. The initial Trustee is Michael Hanning, as Manager of ACTON RD DEVELOPMENT LLC (hereinafter referred to as the “Trustee”, which term and any pronoun referring thereto shall be deemed to include said Trustee’s successors in trust hereunder and to mean the Trustee or the Trustees for the time being hereunder wherever the context so permits) as stated in this Trust.

§2 Declarant’s Right to Designate Trustees. Notwithstanding anything to the contrary in this Trust, until the later of the (a) the completion of the construction of all Phases of the Condominium; (b) the closing out of all building permits, including but not limited to building, plumbing, electrical permits for all Units; and three (3) years next after the date on which the Master Deed is recorded, whichever date is later, only the Declarant and Declarant’s successors and/or assigns (and not the other Unit Owners) shall be entitled to designate, remove and re-designate the Trustees hereunder. Notwithstanding anything to the contrary in this Trust, during the time the Declarant is entitled to designate the Trustee, any vacancy resulting from expiration of term, resignation, removal or death of a Trustee designated by the Declarant may be filled by an instrument executed by Declarant and recorded at the Registry of Deeds stating the new Trustee’s name and business address and that such Trustee is being so designated, and containing the Trustee’s acceptance of designation duly acknowledged. The Declarant’s rights under this Section shall inure to the benefit of any successor to the Declarant’s interest in the Condominium.

§3 Subsequent Trustees. From and after the expiration of the Declarant’s right (stated below) to designate Trustees set forth above, Trustees shall be elected by a majority vote of the Unit Owners. From and after such time, there shall at all times be three no less than (3) Trustees, elected annually by the unit owners. All of the Trustees shall be owners, spouses of owners, mortgagees or officers or employees of mortgagees, and their terms shall be so established that each year at least one new Trustees shall be elected, with the remaining Trustees continuing in office.

§4 Subsequent Trustee’s Term in Office. Except for the initial Trustee, whose term shall continue until replaced by the Declarant (or Declarant’s successors and/or assigns) or by the Trustee’s resignation or by the election of successor Trustees following the later of the (a) the completion of the construction of all Phases of the Condominium; (b) the closing out of all building permits, including but not limited to building, plumbing, electrical permits for all Units; and three (3) years next after the date on which the Master Deed is recorded, whichever date is later, and unless otherwise established by majority vote of the Unit Owners, the term of each Trustee shall be the

longer of two years or until his or her successor is appointed.

- §5 The foregoing provisions notwithstanding, despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining Trustee(s) shall continue to exercise and discharge all of the powers, discretion and duties hereby conferred or imposed upon the Trustees.
- §6 Trustee and/or Unit Owner Action; Arbitration. In any matter relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred, the Trustees shall act by unanimous vote of the Trustees. In the event of a deadlock, such that Trustee action and/or Unit Owner action on a given issue is not presently possible, said matter shall be referred to and resolved by binding arbitration before the American Arbitration Association or other mutually agreeable tribunal.
- §7 Resignation and Removal. Any Trustee may resign at any time by instrument in writing signed and duly acknowledged by that Trustee. Resignations shall take effect upon recording with the Registry of Deeds. Any Trustee may be removed with or without cause by the Unit Owner(s) who appointed him or her. Any removal shall become effective upon the recording with the Registry of Deeds of a certificate to that effect. The vacancy resulting from such resignation or removal shall be filled in the manner provided in above.
- §8 Bond or Surety. No Trustee, whether an original or successor Trustee, shall be obliged to give any bond or surety or other security for the performance of any of his or her duties hereunder, provided, however, that the Unit Owners by majority vote may at any time upon written notice to the Trustee(s) affected require that any one or more of the Trustees shall give bond in such amount and with such sureties as shall be specified in such instrument. All expenses incident to any such bond shall be charged as a common expense of the Condominium.
- §9 Compensation of Trustees. With the approval of a majority of the disinterested Trustees, a Trustee may receive such reasonable remuneration for extraordinary or unusual services, legal or otherwise, rendered by him or her in connection with this Trust, all as shall be from time to time fixed and determined by the Trustees, and such remuneration shall be a common expense of the Condominium. No compensation may be voted for any Trustees designated by a Unit owned by the Declarant.
- §10 No Personal Liability. No Trustee shall under any circumstances or in any event be held liable or accountable out of his or her personal assets or be deprived of compensation by reason of any action taken, suffered or omitted in good faith in the reasonable belief that the action was in the best interests of this Trust. Actions taken by an outgoing or successor Trustee after appointment and prior to recording of the written instrument of appointment shall not create any liability for such person beyond that which he or she would have had as a Trustee.
- §11 Trustees May Deal with the Condominium. No Trustee shall be disqualified by his or her office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his or her interest individually or the Trustees' interest or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any other reason) as vendor, purchaser or otherwise, nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which any Trustee shall be interested in any way be avoided nor shall any Trustee so dealing or contracting

or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relation hereby established, provided that Trustee shall act in good faith and shall disclose the nature of his or her interest before entering into the dealing, contract or arrangement.

§12 Indemnity of Trustees. Each Trustee, and any outgoing and successor Trustee as to actions taken as a Trustee before the person became entitled or after the person ceased to be entitled to exercise the rights and powers of a Trustee, shall be entitled to indemnity both out of the Trust property and by the Unit Owners against any liability including, without limitation, liabilities in contract and in tort and liabilities for damages, penalties and fines incurred by them or any of them in the execution hereof and performance of their obligations hereunder unless the Trustee shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that the action was in the best interests of this Trust; and the Trustees may purchase as a common expense of the Condominium such insurance against such liability as they shall be personally and jointly and severally liable for all sums lawfully assessed for their proportionate share of the common expenses of the Condominium and for their proportionate share (according to beneficial interest) of any claims involving the Trust property in excess thereof, all as provided in Sections 5 and 13 of Chapter 183A. Nothing in this paragraph shall be deemed to limit in any respect the powers granted to the Trustees in this Declaration of Trust.

Article IV. THE BENEFICIARIES

§1 The Beneficiaries and Their Beneficial Interest. The Beneficiaries of this Trust shall be the Unit Owners of the Condominium from time to time. The beneficial interest in this Trust shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium as stated in the Master Deed of the Condominium as it may be amended from time to time.

§2 Each Unit to Vote by One Person; Proxies; Unit Owner Defined. The beneficial interest of each Unit of the Condominium shall be held and exercised as a unit and shall not whenever any Unit is owned of record by more than one person, the several owners of the 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 the Unit under this Trust, and (b) notify the Trustees of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate any one such owner for such purposes.

§3 All rights of a Unit Owner under this Trust may be exercised by written proxy. The Trustees shall make any necessary determinations in their sole discretion as to the validity of proxies.

§4 A Unit Owner is any person holding any legal or beneficial interest in the fee of a Unit.

Article V. THE BY-LAWS

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

§1 Powers of Trustees. The Trustees shall have all the powers necessary for the administration of

the Condominium and, may do all things, subject to and in accordance with all applicable provisions of Chapter 183A, including, without limitation, the provisions of Section 10(b) of Chapter 183A, and the Master Deed, necessary and convenient thereto, and, without limiting the generality of the foregoing, the Trustees may, with full power and uncontrolled discretion, at any time and from time to time and without the necessity of applying to any court or to the Unit Owners for leave so to do:

- a. Retain the Trust property, or any part or parts thereof, in the same form or forms of investment in which received or acquired by them so far and so long as they shall think fit, without liability for any loss resulting therefrom;
- b. Sell, assign, convey, transfer, exchange and otherwise deal with or dispose of the Trust property, but not the whole thereof, free and discharged of any and all trust, at public or private sale, to any person or persons for cash or on credit, and in such manner and on such restrictions, stipulations, agreements and reservations as they shall deem proper, including the power to take back mortgages to secure the whole or any part of the purchase price of any of the Trust property sold or transferred by them, and execute and deliver any deed or other instrument in connection with the foregoing;
- c. Purchase or otherwise acquire title to, and rent, lease or hire from others for terms which may extend beyond the termination of this Trust, any property or rights to property, real or personal, and own, manage, use and hold such property and rights;
- d. Borrow or in any other manner raise such sum or sums of money or other property as they shall deem advisable in any manner and on any terms, and evidence the same by notes, bonds, securities or other evidences of indebtedness, which may mature at a time or times even beyond the possible duration of this Trust, and execute and deliver any mortgage, pledge or other instrument to secure any such borrowing;
- e. Enter into any arrangement for the use or occupation of the Trust property, or any part or parts thereof, including, without thereby limiting the generality of the foregoing, leases, subleases, easements, licenses or concessions, upon such terms and conditions and with such stipulations and agreements as they shall deem desirable, even if the same extend beyond the possible duration of this Trust;
- f. Invest and reinvest the Trust property, or any part or parts thereof, and from time to time, as often as they shall see fit, change investments, including investment in all types of securities and other property, of whatsoever nature and however denominated, all to such extent as to them shall seem proper, and without liability for loss even though such property or such investments shall be of a character or in an amount not customarily considered proper for the investment of trust funds or which does or may not produce income;
- g. Incur such liabilities, obligations and expenses and pay from the principal or the income of the Trust property in their hands all such sums as they shall deem necessary or proper for the furtherance of the purposes of this Trust;
- h. Determine whether receipt by them constitutes principal or income and designate as capital or surplus any of the funds of the Trust;

- i. Vote in such manner as they shall think fit any or all shares in any corporation or trust which shall be held as Trust property, and for that purpose give proxies to any person, persons or to one or more of their number, vote, waive any notice or otherwise act in respect of any such shares;
- j. Deposit any funds of the Trust in any bank or trust company, and delegate to any one or more of their number, or to any other person or persons, the power to deposit, withdraw and draw checks on any funds of the Trust;
- k. Engage in such litigation in the name of and on behalf of the Trust as they deem necessary and proper to further the purposes of this Trust;
- l. Maintain such offices and other places of business as they shall deem necessary or proper and engage in business in Massachusetts or elsewhere;
- m. Employ, appoint and remove such agents, managers, officers, board of managers, brokers, engineers, architects, employees, servants, assistants and counsel (which counsel may be a firm or which one or more of the Trustees are members) as they shall deem proper for the purchase, sale or management of the Trust property, or any part or parts thereof, or for conducting the business of the Trust, and may define their respective duties and fix and pay their compensation, and the Trustees shall not be answerable for the acts and defaults of any such person. The Trustees may delegate to any such agent, manager, officer, board, broker, engineer, architect, employee, servant, assistant or counsel any or all of their powers (including discretionary powers, except that the power to appoint Trustees, join in amending, altering, adding to, terminating or changing this Declaration of Trust and the trust hereby created shall not be delegated) all for such times and purposes as they shall deem proper. Without hereby limiting the generality of the foregoing, the Trustees may designate from their number a President, a Treasurer, a Secretary, and such other officers as they deem fit, and may from time to time designate one or more of their own number to be the Managing Trustee or Managing Trustees for the management and administration of the Trust property and the business of the Trust, or any part or parts thereof;
- n. Generally, in all matters not herein otherwise specified, control and to each and every thing necessary, suitable, convenient, or proper for the accomplishment of any of the purposes of the Trust or incidental to the powers herein or in said Chapter 183A, manage and dispose of the Trust property as if the Trustees were the absolute owners thereof and to do any and all acts, including the execution of any instruments, which by their performance thereof shall be shown to be in their judgment for the best interest of Unit Owners.

§2 Maintenance and Repair of Units and Limited Common Facilities. The Unit Owners shall be responsible for the proper maintenance, repair and replacement of their respective Units (and the upkeep and maintenance of “exclusive use areas” or limited common elements appurtenant thereto) and the maintenance, repair and replacement of utility fixtures therein serving the same, including, without limitation (and except as stated in the Master Deed to be part of the common areas and facilities of the Condominium), interior finish walls, ceilings, and floors; windows, plumbing and sanitary waste fixtures and fixtures for water and other utilities; gas furnaces; air conditioning equipment in the Unit and any air conditioning compressor which serves the Unit of the Unit Owner; electrical fixtures and outlets; and all wires, pipes, drains and conduits for

water, sewerage, electric power and light, telephone, and any other utility services which are contained in and serve only such Unit. If the Trustees shall at any time in their reasonable judgment determine that the interior of any Unit is in such need of maintenance or repair that the market value or reasonable enjoyment of one or more other Units is being adversely affected or that the condition of a Unit or fixtures, furnishings, facility or equipment therein is hazardous to any Unit or the occupants, the Trustees shall in writing request the Unit Owner to perform the needed maintenance, repair or replacement or to correct the hazardous condition, and in case such work shall not have been commenced within fifteen (15) days (or such reasonable shorter period in case of emergency as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of the Owner(s) of such Unit and to enter upon and have access to such Unit for that purpose. The reasonable cost thereof shall constitute a lien upon that Unit and the Owners thereof shall be personally and jointly and severally liable therefor.

- §3 Maintenance, Repair and Replacement of Common Areas and Facilities and Assessments of Common Expenses. The Trustees shall be responsible to arrange for the maintenance, repair and replacement of the common areas and facilities of the Condominium when the need for same has been brought to their attention, exercising ordinary due care and reasonable business judgment with respect to the scope, extent and timing of the same, which may be done through the managing agent, as hereinafter provided, and any two (2) Trustees (one if there then be only one in office) or the managing agent may approve payment of vouchers for such work. The expenses of such maintenance, repair and replacement shall be assessed to the Unit Owners as common expenses of the Condominium. The Trustees' decision that work on the common areas and facilities is maintenance, repair or replacement, and not improvement, thereof shall be conclusive and binding on all Unit Owners unless shown to have been made in bad faith.
- §4 Access for Repairs. The Trustees and their agents shall have access to each Unit from time to time during reasonable hours for the maintenance, repair or replacement of any other Unit or of the common areas and facilities therein or accessible therefrom or for making emergency repairs therein necessary, in the Trustees' sole judgment, to prevent damage to the common areas and facilities or to another Unit or Units.
- §5 Common Expenses, Profits and Funds. The Owners shall be liable for common expenses and shall be entitled to common profits of the Condominium in proportion to their respective percentages of beneficial interest as set forth in the Master Deed, provided however, that each owner shall be solely responsible to the respective utility companies for the cost of utility services billed or assessed in connection with the furnishing of utilities to his Unit which are separately metered. The Trustees may at any time or times distribute common profits among the Owners in such proportions. The Trustees may, to such extent as they deem advisable, set aside common funds of the condominium as reserve or contingent funds, and may use the funds to set aside for reduction of indebtedness or other lawful capital purpose, or, subject to the provisions for repair, rebuilding or restoration of the Trust property or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.
- a. At least thirty days prior to the commencement of each fiscal year of this Trust (and within thirty days after the recording hereof with respect to the portion of a fiscal year then remaining), the Trustees shall estimate the Common Expenses expected to be incurred during such fiscal year together with a reasonable provision for contingencies and reserves, and after

taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Owners for their respective shares of such assessment, according to their respective percentages of the undivided interest in the Common Areas and Facilities (as set forth in the master Deed) and such statements shall, unless otherwise provided herein, be due and payable within thirty days after the same are rendered. In the event that the Trustees shall determine during any fiscal year that the assessment so made is less than the Common Expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, they shall make a supplemental assessment or assessments and render statements for such assessments in the same manner as is done for annual assessments. The Trustees may in their discretion provide for payments of statements in monthly or other installments. The amount of each such payment, together with interest thereon, if not paid when due, at the rate of eighteen percent (18%) per annum or such lesser rate of interest as shall then be the maximum rate permitted by law, shall constitute a lien on the Owner assessed, pursuant to the provisions of Section 6 of the Act.

- b. Each owner shall be personally liable for those Common Expenses assessed against his Unit which are due and payable during his period of ownership. No Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit which become due and payable subsequent to a sale, transfer or other conveyance by him of such Unit. A purchaser of a Unit shall be personally liable for the payment of Common Expenses assessed and due, but unpaid, on account of such Unit prior to its acquisition by him, except that subject to the provisions of Section 6 of the Act, (a) a purchaser of a Unit at a foreclosure sale of (b) any first mortgagee who comes into possession of a Unit pursuant to the remedies provided in the mortgage or by virtue of foreclosing the mortgage or taking a deed (or assignment) in lieu of foreclosure, shall take the property free of any claim for unpaid Common Expense assessments against the Unit which accrue prior to the time such purchaser or mortgagee comes into possession or takes title to the Unit (except for claims for a pro rata reallocation of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).
- c. In the event of default by any Owner in paying to the Trustees his Common Expenses, such Owner shall be obligated to pay all expenses, including attorneys' fees and court costs, incurred by the Trustees in any proceeding brought to collect such unpaid Common Expenses. The Trustees shall have the right and duty to attempt to recover such Common Expenses, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such Owner, or by foreclosure of the lien of such Unit as Provided in Section 6 of the Act.

§6 Rebuilding and Restoration After Casualty Improvements

- a. Casualty Loss. In the event of any casualty loss to the Condominium, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten percent of the value of the Condominium immediately prior to the casualty, and shall notify all Unit Owners of such determination. If such loss as so determined does not exceed ten percent of such value, the Trustees shall proceed with the necessary repairs, rebuilding or restoration as provided in paragraph (a) of Section 17 of Chapter 183A, as amended, if such loss as so determined exceeds ten percent of such value, the Trustees shall forthwith submit to all Unit

Owners (a) a form of agreement (which may be in several counterparts) authorizing the Trustees to proceed with the necessary repair, rebuilding or restoration, and (b) a copy of the provisions of Section 17 of Chapter 183A; and the Trustees shall thereafter proceed in accordance with, and take such further action as they may in their discretion deem advisable in order to implement the provisions of paragraph (b) of Section 17 of Chapter 183A.

- b. Proposed Improvements. If and whenever the Trustees shall propose to make any improvement to the Common Areas and Facilities of the Condominium, or shall be requested in writing by the Unit Owners holding twenty-five percent or more of the beneficial interest in this Trust to make any such improvement, the Trustees shall submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same. Upon receipt by the Trustees of such agreement signed by the Unit Owners holding seventy-five percent or more of the beneficial interest or the expiration of ninety days after such agreement was first submitted to the Unit Owners, whichever shall first occur, the Trustees shall notify all Unit Owners of the aggregate percentage of beneficial interest held by Unit Owners who have then signed such agreement. If such percentage exceeds seventy-five percent, the Trustees shall proceed to make the improvement or improvements specified in such agreement and, in accordance with Section 18 of Chapter 183A, shall charge the cost of improvement to all the Unit Owners. The agreement so circulated may also provide for separate agreement by the Unit Owners that if more than fifty percent, but less than seventy-five percent of the beneficial interest so consent, the Trustees shall proceed to make such improvement or improvements and shall charge the same to the Unit Owners so consenting.
- c. Condemnation. In the event of any condemnation of the Trust property, the Trustees shall estimate the cost of restoring what remains of the Trust property and shall notify all Unit Owners of such estimate. Until the Unit Owner(s) instruct the Trustees otherwise by majority vote, the Trustees in their discretion shall proceed with rebuilding and restoration of the remaining Trust property as far as practical to the condition and standards existing before the taking and the cost thereof shall be a Common Expense. Any award in connection with condemnation of Trust property shall be common funds and the Trustees shall have all power and authority to deal with all persons, including without limitation the taking authority, in connection therewith.

The Condominium Trustees shall represent the Unit Owners in all proceedings, negotiations, settlements or agreements with the taking authority and any proceeds received from said authority shall be paid to the Condominium Trustees for the benefit of the Unit Owners and their mortgagees.

From and after any condemnation which includes one or more Units or parts thereof, (i) the beneficial interests of the remaining Units, and the corresponding percentage interest of each as stated in the Master Deed, shall be in proportion to their original beneficial interests, with equitable adjustments based on diminution in fair market value as to any Unit partially taken, and (ii) those Units entirely taken shall have no beneficial interest hereunder nor any percentage interest under the Master Deed. Any award or portion thereof for taking of any Unit or portion thereof paid by the taking authority to the Trustees shall be paid to the Owners, mortgagees and other lien holders of such Unit as their interests may appear.

§7 Rules and 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 said Master Deed, this Trust (including By-Laws and such administrative rules and regulations as the Trustees 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 Trustees may eliminate any violation of any such provisions and the cost and expense of eliminating same shall constitute a Common Expense; except however, that if a violation is caused in whole or in part by any Unit Owner, his family, servants, employees, agents, visitors, lessees, or licensees, the cost and expense of eliminating such violation of such portion of such cost and expense as the Trustees may determine, shall be charged to the Unit Owner's Common Expenses which shall be payable by the Unit Owner of such Unit upon demand and until same is paid by such Unit Owner, shall constitute a lien against such Unit pursuant to the provisions of this paragraph and Section 6 of said Chapter 183A.

- a. The Trustees shall have the right (which right shall not be delegated) at any time and from time to time to adopt, amend and rescind reasonable administrative rules and regulations governing the operation, appearance and use of the Units and the Common Areas and Facilities including without limitation Common Areas and Facilities the exclusive use of which is for one or more Units (the "Rules and Regulations"); provided, however, that any such Rules and Regulations shall not be promulgated and/or amended which will materially adversely affect the holder of any first mortgage of which the Trustees have received notice without the written consent of such holder. All Rules and Regulations adopted hereunder shall be deemed to be additional By-Laws and are incorporated herein by reference.
- b. The Rules and Regulations, Master Deed, Declaration of Trust and By-Laws, as from time to time amended, shall be enforced by the Trustees. The Trustees may eliminate any violation of any such documents and the cost and expense of eliminating same shall be chargeable to the Unit Owner who himself or whose family, servants, employees, agents, visitors, lessees, licensees, or pets are responsible for such violation and 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 until same is paid shall constitute a lien against such Unit pursuant to the provisions of this paragraph and Section 6 of said Chapter 183A. The Trustees may also levy reasonable fines against such Unit Owner for such violations 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 until same is paid by such Unit Owner and shall constitute a lien against such Unit pursuant to the provisions of this paragraph and Section 6 of said Chapter 183A. For each day a violation continues after notice it shall be considered a separate violation. In the case of persistent violation of the rules and regulations by a Unit Owner, the Trustees shall have the power to require such Unit Owner to post a bond to secure adherence to the Rules and Regulations. All Rules and Regulations shall contain such restrictions and requirements respecting the use and maintenance of the Units and the use of the Common Areas and Facilities to prevent unreasonable interference with the use by Unit Owners of their Units and the Common Areas and Facilities.

§8 Managing Agent. The Trustees may, at their discretion, appoint a manager or managing agent to administer the management and operation of the Condominium, including the incurring of expenses, the making of disbursements and the keeping of accounts, as the Trustees shall from

time to time determine. The Trustees or such manager or managing agent may appoint, employ and remove such additional agents, attorneys, accountants or employees as the Trustees shall determine.

§9 Insurance

- a. Insurance Coverages. The Trustees shall obtain and maintain, to the extent available at reasonable cost, in their name as insurance Trustees for the Unit Owners, insurance master policies of the following kinds insuring the interests of the Trust, the Trustees, all Unit Owners and their mortgagees as their interests may appear:

i. Casualty Insurance. Casualty and physical damage insurance on the building and all other insurable improvements forming part of the Condominium (including all of the common areas and facilities and all of the Units and excluding only personal property of the Unit Owners therein), now existing or as they may from time to time be altered by amendment to the Master Deed, together with the service machinery, apparatus, equipment, personal property and supplies of the Condominium Trust, and installations located in the Condominium and existing for the provision of central services or for common use, in an amount not less than 100% of their full replacement value (exclusive of land, footings, excavations, foundations and such other like items as are normally excluded from coverage), against (1) loss or damage by fire and other hazards covered by the standard extended coverage endorsement and the standard “all risk” endorsement, and (2) such other hazards and risks as the Trustees from time to time in their discretion shall determine to be appropriate, including but not limited to sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage and plate glass damage. All policies of casualty and physical damage insurance shall also include standard so-called “construction code endorsements” including, if available, a Demolition Cost Endorsement, Contingent Liability from Operation of Building Laws Endorsement, and Increased Cost of Construction Endorsement, or their equivalents. All policies of casualty and physical damage insurance shall provide (to the extent such clauses are reasonably obtainable) (1) that such policies may not be canceled or substantially modified without at least thirty days’ prior written notice to all of the insureds and each Unit mortgagee, and (2) that the coverage thereof shall not be terminated for nonpayment of premiums without thirty days’ notice to all of the insureds and each Unit mortgagee. Certificates of such insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered by the Trustees to Unit Owners and their mortgagees upon request at least ten days prior to the expiration of the then current policies.

ii. Public Liability Insurance. Comprehensive public liability insurance including so-called “Broadening Endorsement” with Severability of Interest Endorsement or equivalent coverage covering all of the common areas and facilities and including protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, liability arising out of lawsuits relating to employment contracts to which the Trust is a party, elevator collision and such other risks as are customarily covered in similar projects, in each instance to the extent applicable to the Condominium, in such amounts as shall be determined by the Trustees, covering the Trust, the Trustees, the Unit Owners and any manager or managing agent of the Condominium with limits of not less than a single limit of \$1,000,000.00 for claims for bodily injury or property damage arising out of one occurrence and with an endorsement to cover liability of an insured to other insured. Each such policy shall provide

for at least 20 days' prior written notice to all of the insureds and each holder of a first mortgage covering a Unit before any cancellation or substantial modification thereof by the insurer.

iii. Workmen's Compensation and Employer's Liability Insurance. Workmen's Compensation and employer's liability insurance covering employees, if any, of the Trust.

iv. Flood Insurance. If any part of the Condominium is located in a special flood hazard area designated by the Federal Emergency Management Agency, or its successor, under the National Flood Insurance Program, flood insurance covering the buildings and any other property located within such designated flood hazard area, in an amount at least equal to the lesser of (i) 100% of the current replacement cost of all buildings and other insurable property located in such flood hazard area, or (ii) the maximum coverage available for such buildings and property under the National Flood Insurance Program.

v. Directors' and Officers' Liability Insurance. In the Trustees' sole direction, Directors' and Officers' Liability Insurance covering the Trustees and other Unit Owners participating in the governance of the Condominium.

vi. Other Insurance. In the Trustees' sole discretion, such other insurance coverage as they shall deem desirable. If the Federal Home Loan Mortgage Corporation ("FHLMC") or the Federal National Mortgage Association ("FNMA") holds any interest in one or more first mortgages of Units in the Condominium, upon the written request of FHLMC, FNMA or the holder of record of a first mortgage on a Unit, the Trustees shall purchase, to the extent available, such other insurance coverages as may be required from time to time by FHLMC or FNMA as applicable.

- b. Payment to Trustees in Case of Loss. Such master policies shall provide that all casualty loss proceeds thereunder shall be paid to the Trustees as insurance trustees under these by-laws. The duty of the Trustees as such insurance trustees shall be to receive such proceeds as are paid and to hold, use and disburse the same for the purposes stated in this Section. If repair or restoration of the damaged portions of the Condominium is to be made, all insurance loss proceeds shall be held in shares for the Trust and the Owners of damaged Units in proportion to the respective costs of repair or restoration of the Common Areas and Facilities and the damaged Units, in proportion to the respective costs of repair or restoration of the Common Areas or Facilities and the damaged Units, and with any excess of any such share of the proceeds above such costs of repair or restoration; but if restoration or repair is not to be made, all insurance loss proceeds shall be held as common funds of the Trust and applied for the benefit of Unit Owners in proportion to their beneficial interests in the Trust if the Condominium is totally destroyed, and, in the event of partial destruction, after payment for such restoration of the Common Areas and Facilities as the Trustees may determine, to those Unit Owners who have suffered damage in proportion to damages suffered by them. Such application for the benefit of Unit Owners shall include payment directly to a Unit Owner's mortgagee if the mortgage with respect to such Unit so requires.
- c. Other Provisions of Insurance Policies. In addition to the coverage and provisions set forth above, the Trustees shall, in their discretion, see that all policies of physical damage insurance: (1) contain waivers of subrogation by the insurer as to claims against the Condominium the

Trustees, their employees, Unit Owners and members of the family of any Unit Owner who reside with the Unit Owner, except in cases of arson and fraud; (2) contain a waiver of defense of invalidity on account of the conduct of any of the Unit Owners over which the Trustees have no control; (3) provide that the policies shall be primary and that in no event shall the insurance under the policies be brought into contribution with insurance purchased individually by Unit Owners or their mortgagees; and (4) exclude policies obtained by individual Unit Owners from consideration under any “no other insurance” clause. The Trustees may include a deductible provision up to \$5,000 in their discretion and in such greater amounts as may be authorized by the owners of all Units in writing or by majority vote at any Unit Owners’ meeting.

- d. Unit Owner’s Insurance and Responsibility for Increase in Premiums of Master Policy. Each Unit Owner may (and is solely responsible to) obtain additional insurance for his or her own benefit, including without limitation personal property, public liability and loss assessment insurance, at his or her own expense. No policy may be written so as to decrease the coverage under any of the master policies obtained by the Trustees and each Unit Owner hereby assigns to the Trustees the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms of these Sections 5.8 as if produced by such coverage. Copies of all such policies (except policies covering only personal property of individual Unit Owners) shall be filed with the Trustees.
- e. Insurance is a Common Expense. The cost of the insurance purchased pursuant to this Sections shall be a common expense assessable and payable as provided above.

§10 Design Review Procedures.

- a. Any Owner may make any rebuilding, replacement, addition, alteration or improvement in or to the of his Unit to the extent it will not affect or cause any dislocation, devaluation impairment of, nuisance or interruption to the other Units or the Common Areas and Facilities. Any such work that shall cause any such dislocation, devaluation impairment of, nuisance or interruption to said other Units or the Common Areas and Facilities above described shall not be commenced unless the same shall have been approved by the Trustees in accordance with the provisions of this Section and shall conform to the conditions set forth below.
- b. The following procedures and conditions shall apply with respect to all additions, alterations, improvements, structures, landscaping, installations, exterior painting, or other work or activities (hereinafter individually and collectively referred to as the “Proposed Work”) which are subject to the approval procedures and conditions of this Section.
- c. Prior to the commencement of the Proposed Work:
 - i. The Owner shall have submitted plans and specifications for the Proposed Work to the Trustees for their approval pursuant to the provisions of this Section. Such plans and specifications shall be in such detail as the Trustees may reasonably request, and shall be prepared and signed by a Registered Architect, Registered Professional Engineer and/or Registered Land Surveyor satisfactory to the Trustees, if so requested by the Trustees;

ii. The Owner shall have submitted to the Trustees such supplemental information, in addition to the said plans and specifications, as the Trustees shall reasonably request in order to fully evaluate the proposed work;

iii. The Trustees shall withhold approval of the Proposed Work unless they are satisfied that the performance of the Proposed Work will not derogate from the appearance and harmony of the community at Nine Acton Road Townhouses Condominium. In making a decision with respect to any Proposed Work, the Trustees may use any criteria reasonable and uniform under the circumstances, in order to insure that the Proposed Work will not derogate from the character, appearance and harmony of the community. With respect to Units, such criteria shall include, but not be limited to the following: Exterior paint colors, exterior trim colors, fenestration, exterior decor, roof color, exterior siding, roof, trim, fenestration and door material, color and texture, architectural style of any exterior feature, height of a building or structure, the effect of any Proposed Work on the light, view or air of any other Unit, on the Common Areas and Facilities; and the Trustees shall be entitled to withhold their consent on purely aesthetic grounds;

iv. The Owner involved and/or his contractor(s) shall have obtained and delivered to the Trustees such policies of casualty, public liability, worker's compensation and other insurance insuring the Trustees, the Owners and such other persons as the Trustees may designate against such risks of loss and in such amount of coverage as the Trustees shall reasonably determine to be appropriate under the circumstances; and

v. The Owner involved shall have obtained and delivered to the Trustees such security running to the benefit of the Trust, as the Trustees may reasonably require, so as to assure that the Proposed Work is duly, satisfactorily and expeditiously completed. Such security may take one or more of the following forms, as approved by the Trustees, who shall determine whether the amount, form and substance thereof is satisfactory:

1. Deposits of cash or negotiable securities;
2. Letters of Credit;
3. Performance bonds and/or guarantees; and
4. Such other types of security as the Trustees shall determine to be adequate and appropriate for the purpose.

vi. The Proposed Work shall be performed expeditiously in a good and workmanlike manner in full compliance with all applicable Federal, State and local laws, ordinances, codes, bylaws and rules and regulations, including those relating to zoning, building, health, safety and sanitation; and all necessary permits required for the work, including a building permit (if required by law) shall be duly obtained and complied with.

vii. No materials, supplies, equipment, tools or other items associated with the Proposed Work shall be stored or left overnight in or upon any of the Common Areas and Facilities (except the Lot reserved to the applicant) without the prior written authorization of the Trustees.

d. By reviewing and approving an Owner's Proposed Work, the Trustees are not undertaking

nor shall they thereby assume any liability or responsibility for the structural or other soundness of the Proposed Work; and each Owner for himself, his family and all others claiming by, through or under him, including all guests, lessees, tenants, licensees and other occupants of his Dwelling or Commercial Unit, hereby irrevocably releases each of the Trustees from any and all liability on account of any errors or defects in or failures or omission with respect to the plans and specifications for and/or construction implementation of the Proposed Work and agrees to indemnify, defend and hold harmless, jointly and severally, the Trustees and all other Owners from and against loss, liability, damage and expenses, including court costs and attorneys' fees, resulting from or arising in connection with any loss or damage to property or injury to person, actual or claimed, on account of the Proposed Work.

§11 Meetings

- a. Meetings of Trustees. The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect a President, Treasurer, Secretary and any other officers they deem expedient. Other meetings may be called by any Trustee and in such other manners as the Trustees may establish, provided however, that written notice of each meeting stating the place, day and hour thereof shall be given at least two days before such meeting to each Trustee. If the Trustees fix a schedule of regular meetings, no notice of such meetings is required. Attendance by all Trustees then in office shall constitute a quorum at all meetings. Such meetings shall be conducted in accordance with such rules as the Trustees may adopt.
- b. Trustees' Votes; Majority Defined. Each Trustee shall have one vote. A "majority" and a "majority vote" shall mean a majority of all Trustees then in office.
- c. Meetings of Unit Owners. There shall be an annual meeting of the Unit Owners on the first Saturday of April of each calendar year at 2:00 p.m. (or on such other day and time at least once each calendar year as may be designated by the Trustees). 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 for any purpose upon the written request of any Unit Owner. Written notice of any meeting designating a reasonable place and the day and hour thereof shall be given by the Trustees to the Unit Owners at least seven days prior to the date so designated. Whenever at any meeting the Trustees propose to raise any matter requiring approval by the Unit Owners, the notice of the meeting shall identify such matter and the fact that Unit Owner approval there for will be sought.
- d. Unit Owner Action by Consent in Lieu of Meetings. The Unit Owners may take any action requiring a vote without a meeting only by unanimous written consent. At all meetings of the Unit Owners and with regard to all consent to meetings, each Unit Owner shall have one vote. Each unit shall only be entitled to one vote.

§12 Inspection of Books; Reports to Unit Owners. Books, accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees, the Unit Owner(s) and first mortgagee of any Unit and insurers and guarantors of said mortgage at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trust for such year. If the Trustees so determine or if any Unit Owner so requests in writing to the Trustees, the report shall include financial statements by a certified public accountant which may, but need not be certified,

as the Trustees shall determine, and shall be in such summary form and in only such detail as the Trustees shall deem proper; provided, however, that at the written request of any first mortgagee, the Trustees shall cause audited financial statements to be prepared. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by registered mail within a period of one month of the date of his or her receipt of the report shall be deemed to have assented thereto.

- §13 Checks, Notes, Drafts and Other Instruments. Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any two Trustees (or by one Trustee if there is only one), or by any person or persons to whom such power may at any time or from time to time have been delegated by majority vote
- §14 Fiscal Year. The fiscal year of the Trust shall be the year ending with the last day of December or such other date as may from time to time be determined by the Trustees.
- §15 Sale or Lease of Units. Subject to such restriction as may otherwise be set forth in the Master Deed or in the Trust and By-Laws, an owner may assign, lease, sell or otherwise transfer all of his interest in his Unit(s), together with (a) the undivided interest in the Common Areas and Facilities appurtenant thereto; (b) the interest of such Owner in any Unit(s) theretofore acquired by the Trustees or their designee, on behalf of all owners or the proceeds of the sale or lease thereof, if any; and (c) the interest of such owner in any other assets of the Condominium (hereinbefore and hereinafter collectively called "Appurtenant Interests"). However, no Owner shall execute any deed, lease, mortgage, or other instruments conveying or mortgaging title to or an interest in his Unit(s) without including therein the Appurtenant Interest, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit(s) may be sold, leased, transferred or otherwise disposed of, except as part of a sale, lease, transfer or other disposition of the Unit(s) to which such interests are appurtenant, or as a part of a sale, lease, transfer or other disposition of such part of the Appurtenant Interests of all Unit(s).

Article VI. RIGHTS AND OBLIGATIONS OF THIRD PARTIES DEALING WITH THE TRUSTEES

- §1 Reliance on Identity of Trustees. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear on record in the Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees under this Trust, or be affected by any notice, implied, constructive or actual, otherwise than by a certificate thereof signed by one or more of the persons appearing of record in the Registry of Deeds as Trustees, and such record or certificate shall be conclusive evidence of the personnel of the Trustees, and of any changes therein. The receipts of the Trustees for monies or things paid or delivered to any one or more of them, shall be effectual discharges therefrom to the persons paying or delivering the same and no person from whom the Trustees, or any one or more of them, shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was Trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge

is herein authorized or directed, or otherwise as to the purpose of regularity of any of the acts of the Trustees, and any instrument of appointment of a new Trustee or resignation or removal of an old Trustee purporting to be executed by the Trustees, Unit Owners or other persons required by this Trust to execute the same, shall be conclusive in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation, removal or appointment or the occasion thereof.

- §2 No Personal Liability In Trustees. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceedings, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees shall look only to the Trust property for any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefore; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners or the indemnity of the Trustees under provisions of this Trust or under provisions of Chapter 183A.
- §3 All Obligations Subject to This Trust. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions of this Trust, whether or not express reference shall have been made to this instrument.
- §4 Further Matters of Reliance. This Declaration of Trust and any amendments to this Trust and any certificate required by the terms of this Trust to be recorded and any other certificate or paper signed by the Trustees or any of them which it may be deemed desirable to record shall be recorded with the Registry of Deeds and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the Trust property or any beneficiary thereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with the Registry of Deeds. Any certificate signed by two Trustees in office at the time (only one Trustee if there is only one at the time), setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries and as to matters determining the authority of the Trustees, or any one of them to do any act, when duly acknowledged and recorded with the Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees acting in reliance thereon. Any certificate executed by one or more of the Trustees hereunder setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustee or Trustees, as the case may be, shall, as to all persons acting in good faith in reliance thereon be conclusive evidence of the truth of the statements made in such certificate, the existence of the facts therein set forth and the existence of the authority of such Trustee(s) to execute and deliver the designated instrument on behalf of the Trust.

- §5 Common Expenses in Event of Unit Mortgage Foreclosure. Except as provided in Chapter 183A, Section 6, (including without limitation the Common Area charges “Superlien” effectuated by Chapter 400 of the Acts of 1992) any first mortgagee who comes into possession of a Unit pursuant to the remedies provided in its mortgage, by foreclosure of such mortgage or by deed in lieu of foreclosure shall take such Unit free of any claims for unpaid common expenses or assessments against such Unit which accrue prior to the time such mortgagee comes into possession of such Unit and after the date such mortgage was recorded in the Registry of Deeds (except for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgage Unit).
- §6 Common Expenses Certificates. Notwithstanding any other provision of this Article, any certificate setting forth the amount of unpaid common expenses assessed as a lien against any Unit as provided by subsection (d) of Section 6 of Chapter 183A shall be conclusive evidence of the facts stated therein if signed by any two Trustees then in office (or one if there be only one in office).

Article VII. AMENDMENTS AND TERMINATION

- §1 Amendments. The Trustees, with the consent in writing of Unit Owners entitled to not less than all of the beneficial interest in this Trust, may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities, provided always, however, that no such amendment, alteration, addition or change (a) according to the purport of which the percentage of the beneficial interest hereunder of any Unit Owner would be altered or in any manner or to any extent whatsoever modified or affected so as to be different from the percentage of the individual interest of such Unit Owner in the Common Areas and Facilities as set forth in the Master Deed, and any amendment thereto, or which would render this Trust contrary to or inconsistent with any requirements or provisions of Chapter 183A, shall be valid or effective; and (b) according to the purport of which would eliminate, impair or otherwise adversely affect any rights special to the Declarant (i.e. not appertaining generally to all Unit Owners) shall be of any force or effect unless assented to in writing by the Declarant. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with the Registry of Deeds of an instrument of amendment, alteration, addition or change as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds by any two Trustees, if there be at least two then in office (or one Trustee if there be only one in office), setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners required by this Trust to consent thereto, Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition or change whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes. Nothing in this paragraph shall be construed as making it obligatory upon the Trustees to amend, alter, add to or change the Declaration of trust upon obtaining the necessary consent as hereinbefore provided.
- §2 Declarant’s Right to Amend to Comply with FNMA/FHLMC. The Declarant reserves for itself and any successors to the Declarant’s interest in the Condominium during such time as the Declarant is entitled to appoint a majority of the Trustees of the Condominium trust the right,

without the consent or signature of any other Unit Owner, to amend this Condominium Trust to conform it with the requirements of the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association as they may apply to the Condominium.

- §3 Termination. The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure therefore set forth in Section 19 thereof.
- §4 Disposition of Trust Property Upon Termination. Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of Chapter 183A, sell and convert into money the whole of the Trust property, or any part thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them which shall be conclusive, all other property then held by them in trust hereunder, to the Unit Owners according to their respective beneficial interest stated in this Trust. In making any sale under this Section, the Trustees shall have power to sell by public auction or private sale or contract and to buy in or rescind or vary any contract of sale and to resell without being answerable for loss and, for said purposes, to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distributions of Trust property may have passed.

Article VIII. MISCELLANEOUS

- §1 Construction. In the constructions hereof, whether or not so expressed, words used in the singular or in the plural respectively include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is reasonably required by the subject matter or context. The title headings of different parts hereof are inserted only for convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts. Unless the context otherwise indicates, words defined in Chapter 183A shall have the same meaning here.
- §2 Waiver. The provisions of this Trust shall be waived only in writing by the party charged therewith, and not by conduct, no matter how often repeated.
- §3 Partial Invalidity. The invalidity of any provision of this Trust shall not impair or affect the validity of the remainder of this Trust and all valid provisions shall remain enforceable and in effect notwithstanding such invalidity.
- §4 Contribution to Reserves: Upon the initial sale of each Unit by the Declarant, the purchasing Unit Owner(s) shall contribute two times the equivalent of the then prevailing monthly common area fee attributable to the applicable Unit to Trustees to be deposited in the Trusts reserves account. In the event that for any reason, including but not limited to accident or mistake, such amount is not collected at the closing of the purchase by the Unit Owner(s), this obligation shall survive

and upon the applicable Unit Owner(s)' failure to pay such amount within ten days of written demand by the Trustees, the Trustees shall record notice of lien against said Unit which shall be enforceable pursuant to the provisions of this instrument and Section 6 of said Chapter 183A.

TITLE REFERENCE: FOR THE DECLARANT'S TITLE, SEE DEED RECORDED WITH SAID REGISTRY OF DEEDS IN BOOK 37342, PAGE 61.

IN WITNESS WHEREOF, the said ACTON RD DEVELOPMENT LLC has caused its seal to be hereto affixed and these presents to be signed, in its name and behalf by its Managers as duly authorized by Vote on this _____ day of _____.

ACTON RD DEVELOPMENT LLC

By: _____
Robert Pace, as Manager

By: _____
Michael Hanning, as Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex SS.

On this _____ day of _____ before me, the undersigned notary public, personally appeared Robert Pace and Michael Hanning, as Managers of ACTON RD DEVELOPMENT LLC, known to me personally 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 on behalf of ACTON RD DEVELOPMENT LLC.

Notary Public