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2007

ONE RUSSELL STREET CONDOMINIUMS

DECLARATION OF TRUST

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ONE RUSSELL STREET CONDOMINIUMS TRUST

DECLARATION OF TRUST

DECLARATION OF TRUST made this 11th day of January, 2007, at Cambridge, Middlesex County, Massachusetts by Quadrant Real Estate LLC, a Massachusetts limited liability company, as Trustee and not individually (hereinafter called the Trustees, which term and any pronoun referring thereto shall be deemed to include their successors in trust hereunder and to mean the Trustee or the Trustees for the time being hereunder wherever the context so permits) and to be recorded with the Middlesex County Registry of Deeds (the "Registry of Deeds"). The Trustee has an address at 242 Commonwealth Avenue, Newton, MA 02467.

ARTICLE I

NAME OF TRUST

The Trust hereby created shall be known as One Russell Street Condominiums Trust. So far as legal, convenient and practicable, all business carried on by the Trustees shall be conducted and all instruments in writing by the Trustees shall be executed under that name. The Post Office address of One Russell Street Condominiums Trust is One Russell Street, Cambridge, Massachusetts 02140.

ARTICLE II

THE TRUST PURPOSES

Section 2.1 Unit Owners' Organization All of the rights and powers in and with respect to the common areas and facilities of the One Russell Street Condominiums (the "Condominium") established by a Master Deed recorded herewith (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 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 in Article IV hereof and in accordance with the provisions of section 10 of Chapter 183A for the purposes therein set forth.

Section 2.2 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

##### Section 3.1 Number of Trustees

(a) The initial Trustees are as stated in this Trust. From and after the expiration of the Declarant's right (stated below) to designate Trustees, there shall at all times be Trustees consisting of not less than three (3) and not more than five (5), as stated below in Section 3.1(b), except that the initial Trustee appointed by the Declarant may be no more than one (1).

The Declarant shall have the right to designate Trustees of this Trust except as provided for herein. Notwithstanding anything to the contrary in this Trust, until (i) one hundred twenty (120) days after the Declarant (the "Declarant") of the Condominium or any successor to the Declarant's interest in the Condominium owns Units entitled to twenty-five (25%) percent or less of the beneficial interest in this Trust or five (5) years from the date of recording of the first Unit Deed of the Condominium, whichever first occurs, the Trustees shall notify the non-Declarant Unit Owners of a special meeting of the Unit Owners. At such special meeting, the Unit Owners other than the Declarant by majority vote of the Unit Owners present at such special meeting shall elect trustees from among the Unit Owners in accordance with Section 3.1 (b), below, to be elected by majority vote (according to percentage interest) of Units owned by persons other than the Declarant (the "Turnover Event").

Notwithstanding anything to the contrary in this Trust, during the time the Declarant is entitled to designate any Trustee, any vacancy resulting from expiration of term, resignation, removal or death of a Trustee designated by the Declarant shall be filled by an instrument executed by the Declarant and recorded with 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 3.1 shall inure to the benefit of any successor to the Declarant's interest in the Condominium.

(b) After the completion of the Turnover Event, there shall at all times be not less than three (3) and not more than five (5) Trustees as set forth in this Section 3.1.

The initial Trustees are as stated in this Trust and shall be deemed to have been designated Trustees as follows:

Trustees

Quadrant Real Estate LLC

242 Commonwealth Avenue

Newton, MA 02467

Section 3.1.1 Trustees' Term of Office Each Trustee shall hold office until his, her or its respective successor shall have been elected by a majority by the Unit Owner(s) so elected, and such election shall have been recorded with the Registry of Deeds and the Land Court, until such Trustee sooner resigns, is removed, dies, or until the provisions of Section 3.1, above, apply. The failure of any Unit Owner(s) to elect a Trustee shall not in any manner impair full exercise of the powers, discretions and duties of the Trustees by the Trustees, or Trustee, then in office.

Section 3.2 Trustee Action In any matter relating to the administration of the trust hereunder and the exercise of the powers hereby conferred, the Trustees shall act by majority vote at any duly called meeting at which a quorum, as defined in Section 5.9.1, is present. The Trustees may act without a meeting in any case by unanimous written consent.

Section 3.3 Resignation and Removal Any Trustee may resign at any time by instrument signed and duly acknowledged by that Trustee provided, however, that a successor Trustee is elected to replace the resigning Trustee and the resignation is recorded simultaneously with the recorded designation of successor Trustee accepted by such successor Trustee. Any Trustee may be removed from office, with or without cause, by two-thirds of the beneficial owners of the Unit(s) which elected that Trustee, after the Turnover Event as defined in Section 3.1, above. Removals shall be effected by an instrument stating the fact of removal signed by all owners of the Unit(s) making the removal which shall include a certification under oath that the Trustee being removed has been so notified. Removals may be made regardless of whether another person is being designated Trustee by the Unit(s) effecting such removal. All such actions shall be effective upon recording of the removal instrument and the simultaneous designation of a successor Trustee, accepted by such successor Trustee and recorded with the Registry of Deeds.

Section 3.4 Bond or Surety Except as may be required under Section 5.8.1, 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 unanimous 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.

Section 3.5 Compensation of Trustees With the approval of all of the 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.

Section 3.6 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.

Section 3.7 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 the Trustee shall act in good faith and shall disclose the nature of his or her interest before entering into the dealing, contract or arrangement.

Section 3.8 Indemnity of Trustees Each 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 upon the request of either Trustee, the Trustees shall obtain as a common expense of the Condominium, such insurance against such liability as they shall determine is reasonable and necessary. All Owners of each Unit shall be personally and jointly and severally liable for all sums lawfully assessed for their proportionate share (according to beneficial interest) 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 6 and 13 of Chapter 183A. Nothing in this paragraph shall be deemed to limit in any respect the powers granted to the Trustees in this Declaration of Trust.

## ARTICLE IV

THE BENEFICIARIES

Section 4.1 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.

Section 4.2 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 be divided among the several owners of the Unit. To that end, 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 the 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 event that the several owners of a Unit fail to designate one of the owners to be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to the Unit under this Trust, and the owner or owners of the other Unit are required to initiate legal proceedings in order to compel the several Unit Owners to designate one owner as described in this Section 4.2, then the other Unit Owner shall be reimbursed for all damages, costs and reasonable attorneys' fees with regard to such legal proceedings. Notwithstanding the preceding sentences of this Section 4.2, owners of a Unit shall act unanimously in the designation and removal of Trustees.

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.

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 V shall constitute the By-laws of this Trust and the organization of Unit Owners established hereby:

Section 5.1 Powers of the Trustees The Trustees shall have all the powers necessary for the administration of the offices of the Condominium and may do all things, subject to and in accordance with all applicable provisions 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:

(i) 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;

(ii) 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 trusts, 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;

(iii) 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;

(iv) 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;

(v) 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;

(vi) 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;

(vii) 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;

(viii) Determine whether receipt by them constitutes principal or income or surplus and allocate between principal and income and designate as capital or surplus any of the funds of the Trust.

(ix) 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;

(x) 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;

(xi) 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;

(xii) Maintain such offices and other places of business as they shall deem necessary or proper and engage in business in Massachusetts or elsewhere;

(xiii) 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 of which one or more of the Trustees are members) as they shall deem proper for the purchase, sale or management of the Trust property, or any part or parts 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 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 Chairman, a Treasurer, a Secretary, or such other officers as they deem fit, and may from time to time designate one of their own number to be the Managing Trustee for the management and administration of the Trust property and the business of the Trust, or any part or parts thereof; and

(xiv) Generally, in all matters not herein otherwise specified, control and do 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 the Unit Owners.

Section 5.2 Maintenance and Repair of Units The Unit Owners shall be responsible for the proper maintenance and repair of their respective Units and the maintenance, repair and replacement of utility fixtures therein serving the same (but not including utility fixtures and other items located within the boundaries of a Unit which the Master Deed states are part of the common areas and facilities of the Condominium), including, without limitation, interior finish walls, ceilings, and floors; windows, and window trim; doors, door frames and interior door trim; plumbing and sanitary waste fixtures and fixtures for water and other utilities; electrical fixtures and outlets; all wires, pipes, drains and conduits for water, sewerage, electric power and light, security systems, cable, internet and satellite dish services, if any, telephone and any other utility services which are contained in and serve such Unit; and the heating system and the hot water heating equipment and machinery which exclusively serves their respective Units.

Section 5.3.1 Maintenance, Repair and Replacement of Common Areas and Facilities: Trustee Access to Units The Trustees shall be responsible for the proper maintenance, repair and replacement of the common areas and facilities of the Condominium, but such responsibility and right of approval shall not extend to the heating system and hot-water heating equipment and machinery located in the common areas or in each Unit for which the responsibility for maintenance, repair and replacement is that of the Unit Owner(s) whose Unit is exclusively served thereby (see Section 5.5 for specific provisions dealing with repairs and replacement necessitated because of casualty loss or condemnation). The expenses of such maintenance, repair and replacement shall be assessed to the Unit Owners as common expenses of the Condominium at such times and in such amounts as provided in Section 5.4. Notwithstanding the foregoing, the costs of maintenance, repair and replacement of any particular exclusive use common areas identified in the Master Deed, to the extent that there are any included therein, is the obligation of particular Unit Owners and not a common expense and shall be separately accounted for and assessed by the Trustees to each Unit Owner responsible therefor. The Trustees' decision that work on the common areas and facilities is in 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.

The Trustees and their duly authorized agents shall have access to each Unit from time to time during reasonable hours for the maintenance, repair or replacement of any of the common areas and facilities therein or accessible therefrom, provided such work does not unduly disturb or inconvenience the occupants of such Unit or for making emergency repairs therein necessary, in the Trustees' reasonable judgment, to prevent damage to the common areas and facilities or to another Unit or Units.

Section 5.3.1.1 Additions, Alterations and Improvements; No Work Shall Affect Building No work which would affect the soundness or safety of the building shall be done in a Unit or in the common areas and facilities. Any work done in a Unit involving

the repair or replacement of a fire-rated wall or any other safety-related feature (such as sprinklers) requires thirty (30) days advance written notice by the Unit Owner to the Trustees and written approval by the Trustees within thirty (30) days of such request. Any necessary application to any governmental authority shall be made and the receipt of permission or approval for such work shall be obtained by the Unit Owner responsible for any approved work.

Section 5.3.2 Exclusive Use of Common Areas Except as provided for in Sections 5.1, 5.2, and 14 of the Master Deed recorded herewith, the Trustees may authorize that exclusive use of one or more common areas be assigned to one or more Units for such time and on such conditions as the Trustees may determine, which conditions may, without limitation, include a requirement that the Unit Owner(s) so benefited pay, as additional common expenses, such costs of said common areas as the Trustees from time to time may determine. The failure of the Trustees granting said exclusive use to require payment of any such costs as a condition of such exclusive use shall not preclude those Trustees, or any successor Trustees, from imposing reasonable additional common expenses for the exclusive use of said common areas. Unless otherwise provided in a writing signed by all of the Trustees and recorded with the Registry of Deeds, such rights of exclusive use of common areas shall be personal to the Unit Owner(s) to whom granted and shall terminate when such Unit Owner(s) no longer own the Units so benefited.

#### Section 5.4 Common Expense Funds

Section 5.4.1 Liability for Common Expenses, Reserve Funds The Unit Owners shall be liable for common expenses and, subject to the Trustees' judgment as to reserve and contingent liability funds stated below, shall be entitled to the benefit of surplus accumulations, if any, of the Condominium in proportion to their beneficial interest in the Trust. The Trustees may from time to time in their sole discretion distribute surplus accumulations, if any, among the Unit Owners in such proportions. The Trustees shall, to the extent they deem advisable, set aside common funds for reserve or contingent liabilities, and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or, subject to the provisions of the following Sections 5.4.2 and 5.4.4, for maintenance, repair, rebuilding or restoration of the Trust property or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.

Section 5.4.2 Assessment of Common Expenses; Taxes At least thirty (30) days prior to the commencement of each fiscal year of this Trust or as promptly thereafter as is reasonable, the Trustees shall estimate the common expenses expected to be incurred during the next fiscal year together with a reasonable provision for contingencies, an adequate reserve fund for maintenance, repair and replacement of the common areas and facilities and any amount needed to make up any deficit in any prior year, and after taking into account any undistributed surplus accumulations from prior years not set aside for reserve or contingent liabilities, shall determine the assessment to be made for the next fiscal year.

During such time that real estate taxes (including betterment assessments) are assessed against the real property described in the Master Deed as one (or more) tax parcels, but not as condominium units, the Trustees may collect and expend, in the same manner as common expenses, all amounts necessary to pay such real estate taxes and betterment assessments for common benefit. Each Unit shall be assessed for such real estate taxes in proportion to its beneficial interest in the common areas and facilities of the condominium. The Trustees may collect the funds for such real estate taxes in lump sums or installments, using such procedure, including installment payments in advance, as they in their sole discretion shall determine and they may charge any penalties or interest for late payment imposed by the municipal authorities to the Unit(s) responsible therefor.

The Trustees shall promptly render statements to the Unit Owners for their respective shares of assessments, according to their beneficial interest in the common areas and facilities, and such assessment shall, unless otherwise provided therein, be due and payable within thirty (30) days after the same are rendered. In the event that the Trustees determine that the assessment so made for any fiscal year is less than the common expenses actually incurred for that year, or in the reasonable opinion of a Trustee likely to be incurred, the Trustees shall make supplemental or special assessment or assessments and render statements therefor in the manner aforesaid. The Trustees shall provide for payments of assessments in monthly or other regular installments.

The amount of each such statement, for regular or supplemental assessments, together with interest thereon, if not paid when due, at a rate equal to four percent (4%) above the Bank of America (or its successors and assigns) prime rate then in effect (but not more than eighteen percent (18%) per annum) together with all expenses, including attorneys' fees, incurred by the Trustees in any proceeding brought to collect such unpaid Common Expenses and assessments, shall constitute a lien on the unit of the Unit Owner assessed pursuant to the provisions of Section 6 of said Chapter 183A and Sections 5 and 5A of chapter 254, as amended by Chapter 338 of the Acts of 1987, Chapter 341 of the Acts of 1989, Chapter 400 of the Acts of 1992 and Chapter 1 of the Acts of 1993, and may be collected by the Trustees pursuant to said statutes. The Trustees shall take prompt action to collect any common expenses and assessments due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date thereof including but not limited to action under the provisions of Massachusetts General Laws Chapters 183A and 254 as amended by Chapter 338 of the Acts of 1987, Chapter 341 of the Acts of 1989, Chapter 400 of the Acts of 1992 and Chapter 1 of the Acts of 1993. In the event that the Trustees bring an action to foreclose a lien on any unit pursuant to said statute, the Unit Owner shall pay a reasonable sum for use and occupancy of his unit from the date of foreclosure until the Unit Owner vacates the unit (the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same) but nothing in this sentence shall be deemed to grant any Unit Owner the right to remain in possession of his unit after such foreclosure. The Trustees, acting on behalf of all Unit Owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not hold the note appurtenant to), 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. In the event of any suit or foreclosure by the Trustees, the Trustees shall be entitled to interest at a rate equal to four percent (4%) above the Bank of America prime rate then in effect (but not more than eighteen percent (18%) per annum), and all costs of collection, suit and foreclosure, including attorney's fees. In addition to the lien in favor of the Trustees for assessments for Common Expenses and assessments, such assessments shall also be the personal obligation of the owner of the unit at the time the assessment fell due.

Section 5.4.3 Application of Common Funds The Trustees shall expend common funds only for the purposes permitted by this Trust and by Chapter 183A.

Section 5.4.4 Notice of Default to Mortgagees Upon written request addressed to the Trustees by a first mortgagee of any Unit, the Trustees shall notify such mortgagee of any default by the mortgagor of such Unit in the performance of the mortgagor's obligations under the Master Deed or this Declaration of Trust not cured within sixty (60) days of default.

#### Section 5.5 Rebuilding and Restoration After Casualty, Improvements

Section 5.5.1 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 10 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. 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; 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.

Section 5.5.2 Proposed Improvements If and whenever either Trustee shall propose to make any improvement to the common areas and facilities of the Condominium, or shall be requested in writing by one (1) or more of the Unit Owners to make any such improvement, the Trustees shall submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same, and (b) a copy of the provisions of section 18 of Chapter 183A. Upon 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.

Section 5.5.3 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 Owners instruct the Trustees otherwise by unanimous vote, the Trustees 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.

Section 5.6 Rules and Regulations The Trustees may from time to time adopt, amend and rescind rules and regulations governing the operation and use of the common areas and facilities, and such restrictions on and requirements respecting the use and maintenance of the Units and the use of the common areas and facilities as are consistent with the Master Deed and are designed to prevent unreasonable interference with the use and enjoyment by the Unit Owners of their Units and of the common areas and facilities and after written notice thereof may implement such uniform remedies, including but not limited to fines, as the Trustees shall determine. Each Unit Owner, by acceptance of a Unit Deed, agrees to pay all costs and expenses, including reasonable attorney's fees, incurred by the Trustees in collection of said fines or in enforcement of said remedies, which shall constitute a lien on the Unit pursuant to the provisions of Section 6 of Chapter 183A. The Trustees hereby adopt the initial Rules and Regulations annexed to this Declaration of Trust.

Section 5.7 Managing Agent The Trustees may, at their discretion, appoint a manager or managing agent to administer the management and operation of the Condominium, including the incurring of expenses, the making of disbursements and the keeping of accounts, as the Trustees shall from time to time determine. The Trustees or

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

#### Section 5.8 Insurance

Section 5.8.1 Coverages The Trustees shall obtain and maintain, to the extent available at reasonable cost, in their name as insurance trustees for the Unit Owners, master policies of insurance of the following kinds insuring the interests of the Trust, the Trustees, all Unit Owners and their mortgagees as their interests may appear:

A. Casualty 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 value with an agreed amount replacement cost endorsement (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, all of which must be issued by the same insurance carrier, 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. To the extent necessary for Unit mortgages to comply with the requirements of FNMA or FHLMC, all policies of casualty and physical damage insurance shall also include Agreed Amount, Inflation Guard, and Replacement Cost Endorsements, or their equivalents, to the extent available, as well as 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 equivalent. 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.

B. Public Liability Insurance Comprehensive public liability insurance including so-called "Broadening Endorsements 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 for claims for bodily injury or property damage arising out of one occurrence, and with an endorsement to cover liability of any insured to other insureds. 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. Each such policy shall include "severability of interest" in its terms. If such language is not available for any policy, such policy shall contain a specific endorsement precluding the insurer's denial of a Unit Owner's claim because of the negligent act of the Condominium Trust or another Unit Owner.

C. Worker's Compensation and Employer's Liability Insurance Worker's compensation and employer's liability insurance covering employees, if any, of the Trust.

D. Fidelity Bonds Fidelity bonds or other like insurance to protect against dishonest acts on the part of all persons who handle or are responsible for handling funds belonging to or administered by the Condominium Trust. The fidelity bond or insurance shall name the Condominium Trust as named insured, shall be in an amount equal to the maximum amount of funds in the Trustees' custody at any one time (but not less than the sum of three months common expenses for the Condominium plus reserves), or such other amount as may be required from time to time by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation and applicable to the Condominium, and the premiums therefor shall be paid as a common expense of the Condominium Trust. Such bond or insurance shall include within its coverage, by endorsement if necessary, those persons, including without limitation the Trustees, who serve the Trust without compensation. A management agent that handles funds for the Condominium Trust should be covered by its own fidelity bond or insurance, which must provide the same coverage required of the Condominium Trust. Such bond or insurance shall name the Condominium Trust as a named 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. The requirements of this paragraph shall not restrict the Trustees from purchasing at common expense such further fidelity coverage or the like as they shall determine.

E. 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, including machinery and equipment that are a part of such building, or (ii) the maximum coverage available for such buildings and property under the National Flood Insurance Program. If the Condominium consists of high-rise or other vertical dwellings, the Trust shall maintain separate flood insurance policies for each building that houses dwelling units. Unless a higher maximum amount is required by State law, the maximum deductible amount for policies covering common areas or each building in a high-rise or vertical condominium project is the lesser of \$5,000 or 1% of the policy face amount. Funds to cover this deductible amount shall be included in the Condominium Trust's operating reserve account.

F. Directors and Officers Liability Insurance. In the event that a majority of the Trustees so elect, Directors and Officers Liability Insurance covering the Trustees and other Unit Owners participating in the governance of the Condominium.

G. Other Insurance Such other insurance coverage as the Trustees 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.

Section 5.8.2 Payment to Trustees in Case of Loss Such master policies shall provide that all casualty loss proceeds thereunder shall be paid to the Trustees as insurance trustees under these by-laws. The duty of the Trustees as such insurance trustees shall be to receive such proceeds as are paid and to hold, use and disburse the same for the purposes stated in this Section and Section 5.5. 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, with each share to be disbursed to defray the respective costs of repair or restoration of the damaged common areas and facilities and the damaged Units, and with any excess of any such share of proceeds above such costs of repair or restoration to be paid to the Trust or Unit Owners for whom held upon completion of repair or restoration; but if pursuant to Section 5.5 restoration or repair is not to be made, all insurance loss proceeds shall be held as common funds of the Trust and applied for the benefit of Unit Owners in proportion to their beneficial interests in the Trust if the Condominium is totally destroyed, and, in the event of a partial destruction, after payment for such

restoration of the common areas and facilities as the Trustees may determine, to those Unit Owners who have suffered damage in proportion to the damage suffered by them. Such application for the benefit of Unit Owners shall include payment directly to a Unit Owner's mortgagee if the mortgage with respect to such Unit so requires.

Section 5.8.3 Other Provisions of Insurance Policies To the extent necessary so that Unit mortgages comply with the requirements of FNMA or FHLMC, in addition to the coverage and provisions set forth in Section 5.8.1, the Trustees shall see that all policies of physical damage insurance: (1) provide that any Insurance Trust Agreement will be recognized; (2) 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; (3) 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; (4) 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 (5) exclude policies obtained by individual Unit Owners from consideration under any No other insurance. clause. The foregoing requirements are usually covered by a Special Condominium Endorsement. If the policy contains a fall-of-building clause, the clause must be waived. The Trustees may, in their discretion, include a deductible provision up to a limit equal to one percent (1%) of the policy face amount, but in no event greater than Ten Thousand Dollars (\$10,000). Funds to cover any deductible amounts shall be included in the Condominium Trust's operating reserve account.

Section 5.8.4 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.

Section 5.8.5 Notice to Trustees of Unit Owner's Improvements Each Unit Owner shall notify the Trustees in writing of all improvements to his or her Unit (except personal property other than fixtures) which exceed a total value of One Thousand Dollars (\$1,000.00) within twenty (20) days after the commencement of construction of such improvements and upon receipt of such notice, the Trustees shall notify the insurer under any policy obtained pursuant to Section 5.8.1 hereof of any such improvements. Any premium increase caused by such improvements may be assessed to the Owners of the improved Unit. No Unit Owner shall be entitled to receive insurance proceeds for the repair, restoration or rebuilding of any improvements not so reported to the Trustees, unless otherwise consented to by unanimous vote of the Trustees.

Section 5.8.6 Insurance a Common Expense The cost of the insurance purchased pursuant to Section 5.8 shall be a common expense assessable and payable as provided in Section 5.4.

Section 5.8.7 Requirements of Hazard Insurance Carrier. To the extent necessary so that Unit mortgages comply with the requirements of FNMA or FHLMC, each hazard insurance policy must be written by a carrier having at least a general policyholder's rating of B and a III financial size category by Best's Insurance Reports. Hazard insurance policies are also acceptable from an Insurance carrier having a general policy holder's rating of at least A. Alternatively, hazard insurance may be obtained from an insurer that does not satisfy the foregoing requirement if said insurer is reinsured by a company having a current rating of complying with the foregoing standards. This may be accomplished by having both insurance carriers execute and attach to the policy an "assumption of liability endorsement.. The endorsement must provide for 100 percent reinsurance of the policy and written notice to the Unit Owner, first mortgagee on any Unit, and the primary insurer at least 90 days before termination of the reinsurance.

Each insurer and any reinsurer must be licensed or authorized by law to transact business in the state where the Condominium is located. Policy contracts must provide that no assessment may be made against FNMA or FHLMC or its designee, and that any assessment made against others may not become a lien on the Unit superior to the first mortgage thereon.

Section 5.8.8 Mortgagee Clause. Each insurance policy on the Condominium must contain or have attached the standard mortgagee clause commonly accepted by private institutional mortgage lenders in the locality of the Condominium.

## Section 5.9 Meetings

Section 5.9.1 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 any officers they deem expedient. Other meetings may be called by the Trustees and in such other manner as the Trustees may establish, provided however, that written notice of each meeting stating the place, day and hour thereof shall be given at least seven days before such meeting to each Trustee. A majority of the Trustees (according to the beneficial interest of the Unit(s) designating the Trustees) shall constitute a quorum at all meetings. Such meetings shall be conducted in accordance with such rules as the Trustees may adopt.

Section 5.9.1.1 Trustees' Votes: Vote Defined Each Trustee shall have one vote. All votes of the Trustees shall require a majority vote of the Trustees unless a greater percentage shall be required by applicable provisions of statute, the Master Deed or this Declaration of Trust.

Section 5.9.2 Meetings of Unit Owners There shall be an annual meeting of the Unit Owners on the first Wednesday of October in each year at 8:00 P.M. (unless another day and time at least once each calendar year is 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 a 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 therefor will be sought.

Section 5.9.3 Quorum of Unit Owners; Vote of Unit Owners Defined, Unit Owner Action by Consent in Lieu of Meetings Unit Owners entitled to sixty-six percent (66%) of the beneficial interest of this Trust shall constitute a quorum at all meetings. "Vote" of the Unit Owners as used in this Trust shall mean the votes at a duly noticed meeting of Unit Owners, in person or by proxy of all Unit Owners. All actions by Unit Owners shall require a majority vote of the beneficial interest of the Unit Owners unless a greater percentage shall be required by applicable provisions of status, the Master Deed or this Declaration of Trust. The Unit Owners may take any action requiring a vote without a meeting only by unanimous written consent.

Section 5.10 Trustees' Records of Unit Owners and Unit Mortgagees Deemed Conclusive On each transfer of an ownership interest in or the grant of any mortgage on a Unit, the person or persons acquiring the interest or mortgage shall have the duty to give the Trustees written notice of their interest or mortgage in the Unit and, in the case of persons acquiring an ownership interest, of the correct name of all the owners of the Unit and of any mortgagee thereof. Unless otherwise required by law, records of owners and mortgagees maintained by the Trustees shall be conclusive for all purposes, including without limitation, for all notices to Unit Owners, for owners' meetings and all owner votes and for amendments to the Master Deed and this Condominium Trust and the Trustees may, but shall have no obligation to, examine the records of the Registry of Deeds to determine ownership of Units. Unless otherwise required by law, all actions, including without limitation amendments to this Trust or to the Master Deed of the Condominium, shall be valid if taken by the requisite number of Unit Owners as they appear on the Trustees' records of ownership; provided, as to actions recorded with the Registry of Deeds, that the Trustees so certify under oath and such certificate is recorded with the Registry of Deeds.

Section 5.10.1 Notices to Unit Owners Every notice to any Unit Owner required under the provisions of this Trust or which may be deemed by a Trustee necessary or desirable in connection with the execution of the trust created hereby or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if given in writing by one or more of the Trustees to such Unit Owner by mailing it, postage prepaid, addressed to such Unit Owner at his or her address as it appears upon the records of the Trustees if other than at his or her Unit or by mailing or delivering it to the Unit if such Unit appears as the Unit Owner's address or if no address appears, at least seven days prior to the date fixed for the happening of the matter, thing or event of which such notice is given. The Owner(s) of each Unit shall have the responsibility of providing the

Trustees with any address other than the Unit to which the Owner(s) desire notices to be mailed.

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

Section 5.11 Inspection of Books; Reports to Unit Owners Books, accounts, financial statements and records of the Trustees as well as current copies of the Master Deed, Declaration of Trust and any rules and regulations promulgated thereunder, must be maintained and shall be open to inspection to any one or more of the Trustees, the Unit Owner(s) and first mortgagee of any Unit at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trust for such year. If the Trustees so determine or if any Unit Owner so requests in writing to the Trustees, the report shall include financial statements by a certified public accountant which may, but need not be certified, as the Trustees shall determine, and shall be in such summary form and in only such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by registered mail within a period of one month of the date of his or her receipt of the report shall be deemed to have assented thereto.

Section 5.12 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 the two Trustees, or by any person or persons to whom such power may at any time or from time to time have been delegated by unanimous vote of the Trustees.

Section 5.13 Fiscal Year The fiscal year of the Trust shall be the year ending with the last day of December or such other date as may from time to time be determined by the Trustees.

Section 5.14 Resolution of Disputes: Arbitration: Court Action In the event of a dispute between Unit Owners, Trustees, or a Unit Owner and the Trustees as to any matter involving this Trust, the Master Deed or the Condominium generally, either of the disputing parties at his or her option may:

(a) Refer the matter to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association by sending written notice requesting arbitration to the other party, which notice shall name one arbitrator. Within ten (10) business days after receiving such notice, the other party shall, by written notice to the requesting party, name a second arbitrator, failing which, the first arbitrator appointed shall appoint such second arbitrator. If the two arbitrators thus appointed are unable, within ten (10) business days after the date of the appointment of the second arbitrator, to agree upon a settlement of the dispute, then they shall appoint a third

arbitrator within fifteen (15) business days after the date of appointment of the second arbitrator. The third arbitrator so appointed, acting alone, shall render a decision as promptly as possible. Only accredited American Arbitration Association members may be appointed as arbitrators under this Section. The decision of the arbitrators shall be conclusive and binding upon all parties to the dispute, and judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The party requesting arbitration under this Section shall pay for the fees and other costs of the arbitration "excluding legal fees of the other party), unless the decision of the arbitrators states otherwise and gives reasons therefor. Except as otherwise herein provided, the arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association; or

(b) Commence an action in the Probate Court, the District Court or the Superior Court to decide the matter, with such notice being given to the other party as the Court may order. The fees and costs associated with bringing the matter to court and prosecuting the court proceedings shall be paid as the Court orders, and in the absence of such an order, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

## ARTICLE VI

### RIGHTS AND OBLIGATIONS OF THIRD PARTIES DEALING WITH THE TRUSTEES

Section 6.1 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 all 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, or any one or more of them, for moneys or things paid Or delivered to them or him shall be effectual discharges therefrom to the persons paying or delivering the same and no person from whom the Trustees, or any one or more of them, shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was Trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees, and any instrument of appointment of a new Trustee or resignation or removal of an old Trustee purporting to be executed by the Trustees, Unit Owners or other persons required by this Trust to execute the same, shall be conclusive in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation, removal or appointment or the occasion thereof.

Section 6.2 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 both of the Trustees or by any agent or employee of both of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceedings, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees shall look only to the Trust property for any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners or the indemnity of the Trustees under provisions of Section 3.8 of this Trust or under provisions of Chapter 183A.

Section 6.3 All Obligations Subject to This Trust Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions of this Trust, whether or not express reference shall have been made to this instrument.

Section 6.4 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 a majority of the Trustees which it may be deemed desirable to record shall be recorded with the Registry of Deeds and such record shall be deemed 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 a majority of the Trustees, 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, 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 a majority of the Trustees hereunder, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustees 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 Trustees to execute and deliver the designated instrument on behalf of the Trust.

Section 6.5 Common Expenses in Event of Unit Mortgage Foreclosure 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 mortgaged Unit).

Section 6.6 Common Expense Certificates Notwithstanding any other provision of this Article VI, 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.

Section 6.7 Federal Home Loan Mortgage Corporation and Federal National Mortgage Association Compliance

To the extent required to qualify mortgages of Units in the Condominium for sale to the Federal National Mortgage Association ("FNMA") and the Federal Home Loan Mortgage Corporation ("FHLMC") under prevailing rules and regulations, the following provisions shall apply notwithstanding any other provision of this Condominium Trust or the Master Deed.

(a) The provisions of Section 7.1 of the Master Deed shall apply to this Trust as if fully set forth herein and said provisions are hereby incorporated by reference and made a part hereof.

(b) No agreement for professional management of the Condominium or any other contract with Declarant may exceed a term of three years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on not more than ninety (90) days' written notice.

(c) Any holder, insurer or guarantor of a first mortgage on a Unit, upon written request to the Trustees of the Condominium Trust which includes its name and the address of the Unit against which the mortgage in question has been placed, will be entitled to timely written notice of:

(i) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit on which it holds the mortgage;

(ii) any default by the owner of the Unit on which it holds the mortgage in the performance of any obligation under the Master Deed or Condominium Trust which is not cured within sixty (60) days;

(iii) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Trust; and

(iv) any proposed action that requires the consent of a specified percentage of "Eligible Mortgage Holders," as defined in the Master Deed.

(d) The Trustees of the Condominium Trust and any aggrieved Unit Owner shall have a right of action against Unit Owners who fail to comply with the provisions of the Master Deed or the Condominium Trust, and aggrieved Unit Owners shall have a right of action against the Trustees of the Condominium Trust in the event the Trustees fail to comply with the provisions of the Condominium Trust.

(e) Condominium dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

(f) The Declarant shall establish a working capital fund equal to two (2) months' estimated common charges for each Unit. The first purchaser of each Unit shall contribute an amount equal to two months' estimated common charges for such Unit into the working capital fund at the time of closing for promptly upon demand made within a reasonable period of time following the closing), which amounts shall not be considered as advance payments of regular common charge assessments. The Declarant shall, at the time the Declarant is no longer entitled to designate a majority of the Trustees as provided in Section 3.1 hereof, deposit with the Trustees an amount equal to two months' estimated common charges for each unsold Unit and such funds shall be added to the working capital fund. Thereafter, purchasers of Units shall reimburse the Declarant for their pro rata share of the working capital fund at the time of closing each Unit (or promptly upon demand made within a reasonable time following the closing). The Trustees shall maintain the working capital fund in a segregated account to meet the ordinary and necessary working capital needs of the Condominium Trust, unforeseen expenditures, and needs for additional equipment or services. Furthermore, during such time as the Declarant is entitled to designate a majority of the Trustees, neither the Declarant nor the Trustees shall utilize any of the working capital funds to defray any of the Declarant's expenses, reserve contributions, or construction costs or to make up any budget deficits.

The Trustees intend that the provisions of this Section 6.7 and all other provisions of this Condominium Trust, including Sections 5.4.2 and 5.8.1, comply with the requirements of FHLMC and FNMA with respect to condominium mortgage loans and, except as otherwise required by the provisions of General Laws Chapter 183A, all questions with respect thereto shall be resolved consistent with that intention. In the event of any conflict between the percentage requirements of FNMA, FHLMC, other sections of the Master Deed and Condominium Trust and General Laws Chapter 183A with respect to any action or non-action to be taken or omitted by the Unit Owners or the Trustees, or with respect to any other matter, the greater percentage requirement shall control. The provisions of this Section 6.7 and Section 5.4.2 and 5.8.1 may not be amended without the prior written approval of first mortgage lenders representing at least sixty-seven (67%) percent in number and percentage interest of the mortgaged Units in

the Condominium, and sixty-seven (67%) percent in percentage interest of the Owners of Units in the Condominium.

## ARTICLE VII

### AMENDMENTS AND TERMINATION

Section 7.1 Amendments Except as stated in Section 6.7 the Trustees, with the consent in writing of Unit Owners entitled to not less than 67% 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 affect 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.

Section 7.2 Termination The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure therefor set forth in Section 19 thereof.

Section 7.3 Disposition of Trust Property Upon Termination Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of Chapter 183A, sell and convert into money the whole of the Trust property, or any part thereof, and, after paying or retiring all known liabilities and obligations of the

Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them which shall be conclusive, all other property then held by them in trust hereunder, to the Unit Owners according to their respective beneficial interest stated in this Trust. In making any sale under this section, the Trustees shall have power to sell by public auction or private sale 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 ownership, even though all times herein fixed for distributions of Trust property may have passed.

## ARTICLE VIII

### MISCELLANEOUS

Section 8.1 Construction In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is reasonably required by the subject matter or context. The title headings of different parts hereof are inserted only for convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts. Unless the context otherwise indicates, words defined in Chapter 183A shall have the same meaning here.

Section 8.2 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.

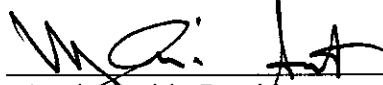
Section 8.3 Partial Invalidity The invalidity of any provision of this Trust shall not impair or affect the validity of the remainder of this Trust and all valid provisions shall remain enforceable and in effect notwithstanding such invalidity. For title reference see deed dated August 15, 2001, filed with the Middlesex South Registry District of the Land Court as Document No.1180652, and recorded with Middlesex South Registry of Deeds in Book 44041, Page 248.

IN WITNESS WHEREOF, the undersigned execute this declaration of trust under seal as of the day and year first hereinabove set forth.

QUADRANT REAL ESTATE LLC

By Its Manager

Quadrant Real Estate, Inc.

  
\_\_\_\_\_

Marvin Smith, President and Treasurer

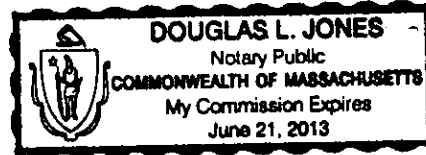
COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this 11th day of January, 2007, before me, the undersigned notary public, personally appeared Marvin Smith, proved to me through satisfactory evidence of identification, which were personal knowledge/driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, as President of the Quadrant Real Estate, Inc., corporation.

By: Douglas L. Jones  
Notary Public

My commission expires:



ONE RUSSELL STREET CONDOMINIUMS

RULES AND REGULATIONS

In these rules and regulations the words "common areas and facilities," "Trustees," "Unit" and "Unit Owners" shall have the meaning given to these terms in the Master Deed creating and the Declaration of Trust for One Russell Street Condominiums.

1. No Obstruction of Common Areas. Unit Owners shall not cause, nor shall they suffer obstruction of common areas and facilities except for storage in any assigned storage areas or except as the Trustees may in specific instances expressly permit.

2. Effect on Insurance. No Unit Owner shall use his Unit in such fashion as to result in the cancellation of insurance maintained by the Trustees on the Condominium or in any increase in the cost of such insurance, except that uses resulting in increase in premiums may be made by specific arrangement with the Trustees providing for the payment of such increased insurance costs by the Unit Owner concerned.

3. Pets. The Trustees may require any Unit Owner not to bring a pet on common areas which the Trustees, in their sole judgment, determine unreasonably interferes with the use of the common areas by other Unit Owners. In no event shall any animal be permitted in any portion of the common areas and facilities unless carried or on a leash.

4. Radios, Phonographs, Musical Instruments. The volume of television sets, radios, phonographs, musical instruments and the like shall be turned down after 11 p.m. and shall at all times be kept at a sound level which will not annoy the occupants of the neighboring Unit.

5. Laundry. No Unit Owner shall hang laundry, rugs, drapes and the like out of a Unit.

6. Signs. Unit Owners may not rent any Unit for transient purposes nor may they display "For Sale" or "For Rent" signs in windows of their Unit nor may the Owners of residential units place window displays or advertising in windows of such Units.

7. Abuse of mechanical system. The Trustees may charge to a Unit Owner any damage to the mechanical, electrical or other building service system of the Condominium caused by such Unit Owner by misuse of those systems.

8. No offensive activity. No noxious or offensive activity shall be carried on or in any Unit, or on or in the common areas and facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. Trash and refuse shall be disposed of in accordance with rules and regulations promulgated by the Trustees from time to time.

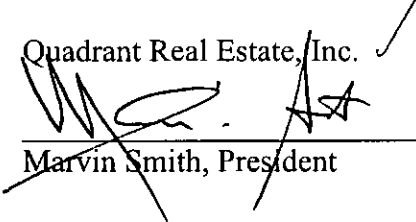
Executed as an instrument under seal as of the date first written above.

DECLARANT:

QUADRANT REAL ESTATE LLC ✓

By Its Manager

Quadrant Real Estate, Inc. ✓

  
Marvin Smith, President

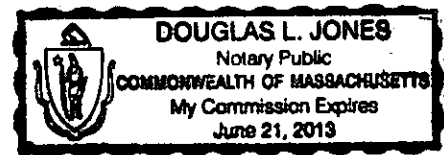
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 29<sup>th</sup> day of July, 2008, before me, the undersigned notary public, personally appeared Marvin Smith, proved to me through satisfactory evidence of identification, which were personal knowledge/driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, as President of Quadrant Real Estate, Inc.

By:   
Douglas L. Jones Notary Public

My commission expires:



  
Attest Middlesex S. Register



*2. M*

FIRST AMENDMENT OF DECLARATION OF TRUST  
OF  
ONE RUSSELL STREET CONDOMINIUMS



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This First Amendment of Declaration of Trust of One Russell Street Condominiums (the "First Amendment") is dated as of February 26, 2008. Reference is made to the Declaration of Trust of the One Russell Street Condominiums dated as of January 11, 2007, and recorded with the Middlesex South Registry of Deeds in Book 49009, Page 382 (the "Declaration of Trust") in connection with the creation of One Russell Street Condominiums (the "Condominiums") pursuant to Master Deed dated as of January 11, 2007, and recorded with said Registry in Book 49009, Page 360.

WITNESSETH:

WHEREAS, the Declarant (as described below) of said Condominiums desires to amend the Declaration of Trust as provided for below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees as follows:

1. Section 3.1.1 of the Declaration of Trust is hereby amended so that following words in lines 3 and 4, "and the Land Court," are hereby deleted.
2. In all other respects, the Declaration of Trust remains the same except as hereby amended.

Executed as an instrument under seal as of the date first written above.

DECLARANT:

QUADRANT REAL ESTATE LLC ✓

By Its Manager

Quadrant Real Estate, Inc.

*[Signature]*  
Marvin Smith, President

*LAWRENCE BLOCKER  
77 FRANKLIN ST  
BOSTON MA 02110*

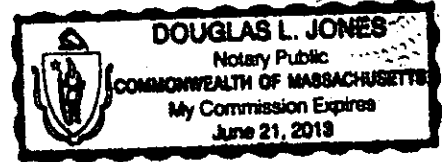
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 15 <sup>April</sup> ~~February~~ th day of 2008, before me, the undersigned notary public, personally appeared Marvin Smith, proved to me through satisfactory evidence of identification, which were personal knowledge/driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose, as President of the Quadrant Real Estate, Inc., corporation.

By: Douglas L. Jones  
Douglas L. Jones Notary Public

My commission expires:



Eugene C. Burns  
Attest Middlesex S. Register