DECLARATION OF TRUST

OF

MYSTIC RIVER PARK
CONDOMINIUM TRUST

THIS DECLARATION OF TRUST made this 11th day of August, 1988, by the following:

Joseph T. Raduano, of Dover, Massachusetts and Angelo Marotta, of Medford, Massachusetts (such persons, so long as they shall continue in office in accordance with the terms of this Declaration of Trust, and all other persons who at the time in question have been duly elected or designated as Trustees in accordance with this Declaration of Trust and are then in office are hereinafter together called the "Trustees").

ARTICLE I

The Trust, Its Purpose, By-Laws and Name

Section 1.1 Declaration of Trust and Purpose. The Trustees hereby declare that they hold all of the rights and powers in and with respect to the common areas and facilities ("Common Elements") of the Condominium established by the Master Deed, as hereinafter defined, which are by virtue of provisions of Chapter 183A of the Massachusetts General Laws conferred upon or exercisable by the organization of Unit Owners of said Condominium, and all other rights, interests, powers duties, and responsibilites granted to them as Trustees hereunder or under the Master Deed, as joint tenants with right of survivorship (if more than one), in trust to exercise, manage, administer and dispose of the same, exclusive of the Common Elements and to receive the income thereof for the benefit of the Owners of record from time to time of the Units of said Condominium, according to their respective undivided beneficial interest in the common areas and facilities (hereinafter referred to as the "Beneficial Interests") described in Section 4.1 hereof and in accordance with the provisions of said Chapter 183A for the purposes therein set forth. The trust created by this Declaration of Trust is hereinafter referred to as the "Trust".

Section 1.2 Trust Relationship. It is hereby expressly declared that the Trust is not intended to be, shall not be deemed to be, and shall not be treated as, a general partnership, limited partnership, joint venture, corporation or joint stock company and that the Unit Owners are cestuis que trustent, and not partners or associates nor in any other relation whatever

between themselves with respect to the trust estate, and hold no relation to the Trustees other then of cestuis que trustent, with only such rights and liabilities as are conferred upon them as such cestuis que trustent hereunder and pursuant to the provisions of said Chapter 183A.

Section 1.3. Name of Trust. The name of the Trust shall be MYSTIC RIVER PARK CONDOMINIUM TRUST and under that name, so far as legal, convenient, practicable, all business shall be carried on by the Trustees and all instruments shall be executed by the Trustees. Said name (and the word "Trust" whenever used in this Declaration of Trust except where the context otherwise requires) shall refer to the Trustees in their capacity as Trustees, and not individually or personally, and shall not refer to the officers, agents, or employees of the Trust or to the Unit Owners.

ARTICLE II

Definitions

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

Section 2.1 "Beneficial Interests" shall have the meanings set forth in Section 1.1 and 4.1.

Section 2.2 "By-Laws" shall mean the provisions of ARTICLE V of this Trust as the same may be amended from time to time.

Section 2.3 "Chapter 183A" shall refer to Chapter 183A of the General Laws of Massachusetts as from time to amended.

Section 2.4 "Common Expenses" shall mean the expenses of administration, operation, maintenance, repair or replacement of the Common Elements, expenses declared Common Expenses herein or by Chapter 183A, and betterment and other assessments referred to in Chapter 183A which are assessed by the Trustees.

Section 2.5. "Common Charges" shall mean all charges hereinafter made by this Trust to the Unit Owners.

Section 2.6 "Common Funds" shall mean all funds held by the Trustees.

Section 2.7 "Declaration of Trust" shall mean this declaration of trust, as amended, or modified from time to time. References in this Declaration of Trust to "hereof", "herein", and "hereunder" shall be deemed to refer to the Declaration of Trust and shall not be limited to the particular text, article, or section in which such words appear.

Section 2.8 "Declarant" shall mean Angelo Marotta, Trustee of Mystic River Park Realty Trust, under Declaration of Trust dated May 26, 1986, and filed with the Middlesex South Registry of Deeds, District of the Land Court, as Document No. 711239, the creator of the the Condominium.

Section 2.9 "Insurance Trustees" shall have the meanings set forth in Section 3.6, Section 5.8.1 and Section 5.8.2 hereof.

Section 2.10 "Manager" or "Managing Agent" shall have the meaning set forth in Section 5.7 hereof.

Section 2.11 "Master Deed" shall mean the master deed of the Condominium executed by the Declarant as of the date hereof and recorded contemporaneously herewith, which subjects the Condominium to Chapter 183A.

Section 2.12 "Operating Event" shall have the meaning set forth in Section 3.1. hereof.

Section 2.13 "Organization of Unit Owners" shall have the meaning set forth in Section 1.1. hereof.

Section 2.14 "Registry of Deeds" shall mean the Middlesex South Registry of Deeds - District of the Land Court.

Section 2.15 "Rules and Regulations" shall mean any rules and regulations for the operation of the Condominium adopted pursuant to Section 5.6 hereof.

Section 2.16 "Surplus Accumulations" shall have the meaning set forth in Section 5.4.1 hereof.

Section 2.17 "Trust" shall have the meaning set forth in Section 1.1 hereof.

Section 2.18 "Trustees" shall have the meaning set forth in the beginning of this Declaration of Trust.

Capitalized terms used herein which are defined in the Master Deed and which are not specifically defined herein shall have the meaning given to them in the Master Deed.

ARTICLE III

The Trustees

Section 3.1 Number and Qualification. Until 120 days after the Declarant and his successors or assigns own less than seventy-five (75%) percent of the Units or until three (3) years from the date of the deed to the first Unit from the Declarant is recorded with Registry of Deeds, whichever first occurs (hereinafter the "Operating Event"), the number of Trustees shall be two (2) persons consisting of the original Trustees or successor Trustees as designated by Declarant. After the Operating Event there shall be at all times an odd number of Trustees consisting of such number not less than three (3) and not more than seven (7) as shall be determined by a vote of Unit Owners holding more than (50%) of the Beneficial Interest. (Those individuals receiving the most votes of those casts for the purpose of electing Trustees shall be elected.) Except for the original Trustees or their successors designated by the Declarant, all Trustees must be Unit Owners, spouses of Unit Owners, mortgagees of one or more Units or officers or employees of such mortgagees.

Section 3.2 Term. Upon the occurrence of the Operating Event the office of the original Trustees or their successors designated by the Declarant shall be deemed vacant so as to permit such vacancies to be filled in the manner hereinafter set forth. Until such vacancies have been filled Trustees may continue to act hereunder. The term of office of the Trustees elected or appointed to fill the vacancies of the original Trustees or of the successors to the original Trustees designated by the Declarant shall be for the period until the annual meeting of the Unit Owners immediately succeeding their election or appointment and until their successors have been elected or appointed and qualified. Thereafter, the term of office of the Trustees shall be for a period of one (1) year and until their successors have been elected or appointed and qualified.

Section 3.3 Vacancies; Election; Appointment and Acceptance of Trustees. If and whenever any Trustee's term is to expire or for any other reason, including without limitation, removal, resignation or death of a Trustee, the number of Trustees shall be less than the number established under Section 3.1, a vacancy or vacancies shall be deemed to exist.

Such vacancy shall be filled by (a) an appointment of a natural person to act as such Trustee (i) if prior to the Operating Event, by an instrument signed by the

Declarant, or (ii) if after the Operating Event, by the vote in person or by proxy of Unit Owners holding more than fifty (50%) percent of the Beneficial Interest, or (iii) if, after the Operating Event, Unit Owners holding such percentage have not within thirty (30) days after the occurrence of any such vacancy made such appointment, by a majority of the then remaining Trustees, or by the remaining Trustee if only one, and (b) the acceptance of such appointment, signed and acknowledged by the person so appointed.

Such appointment shall become effective upon the filing with the Registry of Deeds of a certificate of such appointment signed (1) by the Declarant, or (2) if after the Operating Event, by a majority of the then remaining Trustees, or by the sole remaining Trustee, if only one, setting forth the fact and basis of compliance with the provisions of this Section 3.3., together with such acceptance; and such person shall then be and become such Trustee and be vested with the title to the Trust property jointly with the remaining or surviving Trustee or Trustees without the necessity of any act of transfer or conveyance.

If there shall be no remaining Trustee and a vacancy in the office of Trustee shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any Unit Owner and notice to any Unit Owners and to such other, if any, parties in interest to whom the court may direct that notice be given.

The foregoing provisions of this Section notwithstanding, despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining or surviving Trustee(s) shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

Any person elected or appointed to fill a vacancy shall serve until the next annual meeting of the Unit Owners and until a successor has been elected and qualified.

Section 3.4 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, however, in no event shall a majority be less than two, unless the number of Trustees hereunder shall become less than two in which event that Trustee may exercise all powers conferred hereby, alone. The Trustees may act

without a meeting in any case by unanimous written consent and in cases requiring, in their sole judgment, response to any emergency by majority written consent.

Notwithstanding the preceding language, any instrument signed by a majority of those Trustees appearing from the records of the Registry of Deeds to be such, shall be conclusive evidence in favor of every person relying thereon or claiming thereunder, that at the time of delivery thereof the execution and delivery of that instrument was duly authorized by all Trustees; and any instrument signed by any one or more Trustees which contains or is accompanied by a certification that such Trustee or Trustees were, by appropriate vote of the Trustees, authorized to execute and deliver the same, shall, in like manner be conclusive evidence in favor of every person relying thereon or claiming thereunder.

Section 3.5 Resignation; Removal. Any Trustee may resign at any time by instrument in writing signed and duly acknowledged by that Trustee. Resignations shall take effect upon the recording of such instrument with the Registry of Deeds. Subject to the rights of Declarant to designate Trustees of his own choice, any Trustee may be removed with or without cause by vote of Unit Owners entitled to more than fifty (50%) percent of the Beneficial Interests. The vacancy resulting from such removal shall become effective upon the recording with the Registry of Deeds of a certificate of removal signed by a majority of the remaining Trustees in office, or by three (3) Unit Owners, who certify under oath that Unit Owners holding more than (50%) percent of the Beneficial Interests have voted such removal. By instrument recorded with the Registry of Deeds, Declarant may remove, with or without cause, any Trustee he is entitled to designate and appoint a successor Trustee as provided in the second paragraph of Section 3.3.

Section 3.6 Bond or Surety. The Trustees shall maintain blanket fidelity bonds for all Trustees, employees of the Trust, and volunteers (persons serving without compensation) responsible for handling funds belonging to or administered by the Trust shall be bonded against dishonest acts on their part in an amount not less than the maximum of funds, that will be in the custody of the Trustees or its' managing agents or manager, as the case may be, while the Bond is in force, including reserves, which bonds shall name as the named insured, and provide for loss proceeds payable to, the Trustees of the Trust, as Insurance Trustees for all of the Unit Owners. In no event shall the amount of the fidelity bond coverage be less than the sum of three monthly assessments on all Units of the Condominium plus the Trusts' Reserve Funds. Such bonds shall include a provision that calls for ten (10) days written notice to

the Trustees, the holder of each first mortgage on an individual Unit and each servicer of a FNMA or FHLMC owned Mortgage, before the bond can be cancelled or substantially modified for any reason. The bonds shall contain waiver of all defenses based upon the exclusion of persons serving without compensation. All expenses incident to any such bonds shall be charged as a Common Expense of the Condominium. A management agent that handles funds for the Trust should be covered by its own fidelity bond.

Section 3.7 Compensation of Trustees. No Trustee shall receive compensation for his services unless so provided by a vote of Unit Owners holding more than fifty (50%) percent of the Beneficial Interests, and any compensation so provided shall be from time to time fixed by the Unit Owners and shall be a Common Expense of the Condominium. No compensation to a Trustee may be voted for Trustees appointed by the Declarant.

Section 3.8 No Personal Liability. No Trustee shall be held liable or accountable out of his personal assets or be deprived of compensation, if any, by reason of any action taken, suffered or omitted in good faith or be so liable, accountable or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of the existence of any personal or adverse interest or by reason of anything except his own personal and willful malfeasance and defaults.

Section 3.9 Trustees May Deal with Condominium. No Trustee shall be disqualified by his office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his interest individually or the Trustee's 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 interest before entering into the dealing, contract or arrangement and that such contract is fair and reasonable in its terms.

Section 3.10 Indemnity of Trustees. The Trustees and each of them shall be entitled to indemnity both out of the Trust property and by the Unit Owners against any liability incurred by them or any of them in

the execution hereof by reason of any action taken, suffered or omitted in good faith or by reason of the existence of any personal or adverse interest or by reason of anything except his own personal and willful malfeasance and defaults, including without limiting the generality of the foregoing, liabilites in contract and in tort and liabilites for damages, penalties and fines, all as provided in Chapter 183A, and, acting by majority, may purchase such insurance against such liability as they shall determine is reasonable and necessary, the cost of such insurance to be a Common Expense of the Condominium. Each Unit Owner shall be personally liable for all sums lawfully assessed for his share of the Common Expenses of the Condominium and for his proportionate share of any claims involving the Trust property in excess thereof, all as provided in Sections 6 and 13 of Chapter 183A. Nothing in this paragraph shall be deemed to limit in any respect the powers granted to the Trustees in this Declaration of Trust.

ARTICLE IV

Beneficiaries and the Beneficial Interest in the Trust

Section 4.1 Beneficial Interest. The beneficiaries of this Trust shall be the Unit Owners from time to time. The total Beneficial Interest in the Trust shall be divided among the Unit Owners according to the Beneficial Interest appertaining to the Units as set forth in the Master Deed of the Condominium, recorded herewith, as it may be amended from time to time.

Section 4.2 Each Unit to Vote by One Person. The Beneficial Interest of each Unit shall be exercised by one person and shall not be divided among several owners of any Unit. To that end, whenever any Unit is owned of record by more than one person, the several owners of such Unit shall (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder, and (b) notify the Trustees of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate any one such owners for such purposes.

ARTICLE V

By-Laws

The provisions of this Article V shall constitute the By-Laws of this Trust ("By-Laws") and the Organization of Unit Owners established hereby:

Section 5.1 Powers of the Trustees. The Trustees shall have all the powers and duties 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 said Chapter 183A and the Master Deed, and, without limiting the generality of the foregoing the Trustees shall have the right, with full power and uncontrolled discretion, at any time and from time to time without the necessity of obtaining any approval or license of any court for leave to do so:

(i) to 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) to sell to the extent permitted by Chapter 183A, assign, convey, transfer, exchange and otherwise deal with or dispose of the Trust property, exclusive of the Common Elements, 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) to 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 such rights;

(iv) to borrow or in any 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) to enter into any arrangement for the use or occupation of the Trust property, or any part or parts thereof, including, without thereby limiting the generality of the foregoing, lease, subleases, easement, 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) to 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) to 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) to 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) to 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 persons, persons or to one or more of their number, vote, waive any notice or otherwise act in respect of any such shares;

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

(xii) to 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, so long as such exercise is done under the direct control of the Trustees and said delegation is not in violation of the Trustees responsibility under applicable Trust Law, and further, provided that the Trustees may not delegate the power to amend, alter, add to, terminate or change this Declaration of Condominium Trust hereby created shall not be delegated and such other duties and functions as may not by virtue of provisions of the Master Deed or the Trust be so delegated; all for such times and purposes as they shall deem proper.

(xiii) to improve any property owned by the Trust;

(xiv) to manage, maintain, repair, restore, and improve Common Elements, and when they shall deem necessary, the Units;

(xv) to determine the Common Expenses required for the affairs of the Condominium;

(xvi) to collect the Common Expenses from the Unit Owners;

(xvii) to adopt and amend rules and regulations covering the details of the operation and use of the Common Elements;

(xviii) to obtain insurance covering the Condominium pursuant to Article V Section 5.8 and such other insurance as may be required pursuant to the terms of this Trust.

(xix) to enforce obligations of the Unit Owners and have the power to levy fines against the Unit Owners for violations by Unit Owners, or persons for who a Unit Owner is responsible (including lessees, tenants, licensees or other occupants other than the Unit Owner) of any of the terms and conditions of the Master Deed, this Trust, the By-Laws, and Rules and Regulations established by the Trustees to govern the conduct of the Unit Owners. The amount of such fines shall be determined by the Trustees in their sole discretion as deemed necessary to enforce the terms and conditions of the Master Deed, this Trust, the By-Laws and Rules and Regulations. Each day a violation continues after notice from the Trustees, shall be considered a separate violation. Collection of fines may be enforced against

the Unit Owner or Unit Owners involved as if the fines were Common Charges owed by the particular Unit Owner or Unit Owners. In the case of persistent violation of the terms and provisions of the Master Deed, this Trust, By-Laws and/or 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 thereto.

(xx) Generally, in all matters not herein otherwise specified, to 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, to manage and dispose of the Trust property as if the Trustees were the absolute owners thereof, but not the Common Elements, 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 and to take such steps and expend such funds to protect and preserve the Common Elements.

Section 5.2 Maintenance and Repair of Units. Each Unit Owner shall be responsible for the proper maintenance and repair of his respective Unit and the maintenance, repair and replacement of utility fixtures therein serving the same, including, without limitation, interior finish walls, ceilings, and floors; windows, window frames, doors, door frames and interior door trim; plumbing and sanitary waste fixtures and fixtures for water and other utilities; electrical fixtures and outlets; and all wires, pipes, drains and conduits for water, sewerage, electric power and light, telephone and any other utility services which are contained in and serve such Unit.

If the Trustees shall at any time in their reasonable judgment determine that the interior of any Unit is in such need of maintenance or repair that the market value of one or more other Units is being substantially and adversely affected or that the condition of a Unit or fixtures, furnishings, facility or equipment therein is hazardous to any Unit or the occupants thereof, the Trustees shall in writing request the Unit Owner to perform the needed maintenance, repair or replacement or to correct the hazardous condition, and in case such work shall not have been commenced within fifteen (15) days (or such reasonable shorter period 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 such Unit Owner and to enter upon and have access to such Unit for that purpose. The reasonable cost of such work shall constitute a lien upon such Unit and the Unit Owner

shall be personally liable therefor.

Repair of uninsured casualty loss or damage to Units caused by events in or the condition of the Common Elements may, in the Trustees' sole discretion, but need not be, paid from Common Funds.

Section 5.3. Maintenance Repair and Replacement of Common Elements; Assessment of Common Expenses Therefor. Trustees shall be responsible for the proper maintenance, repair and replacement of the Common Elements which may be done through the Managing Agent, as hereinafter provided, and any two Trustees or the Managing Agent or any others who may be so designated by the Trustees may approve payment of vouchers for such work. The expenses of such maintenance, repair and replacement shall be assessed to the Unit Owners as Common Expenses at such times and in such amounts as provided in Section 5.4; provided, however, that such maintenance, repair and/or replacement is required by the negligence or misuse of a Unit Owner, his family, servants, agents employees, invitees, lessees, tenants, licensees or other occupants of his Unit, such expense may be assessed to said Unit Owner by the Trustees and the Unit Owner shall be personally liable therefor. In addition, such obligation shall be considered a Common Charge and may be enforced and collected as such.

Section 5.4 Common Funds; Expenses and Profits.

Section 5.4.1 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 Surplus Accumulations (common profits), if any, of the Condominium in proportion to their respective Beneficial Interests. The Trustees may from time to time distribute Surplus Accumulations, if any, among the Unit Owners in such proportions. The Trustees may, 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 5.4.3, 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. In addition to setting aside funds to provide a reserve for replacement of the Common Elements, the Trustees shall maintain a separate working capital account to provide available funds to meet unforseen expenditures or acquire additional equipment or services. Such funds shall not be Surplus Accumulations available for distribution. Said account to be initially funded

within sixty (60) days of the date of the first conveyance of a Unit in an amount equal to one-sixth of the annual projected operating expenses. Thereafter, said account shall be maintained as herein provided for by general or special assessments to the Unit Owners.

In connection with determining the Common Charges to be assessed, the Trustees may also determine to set aside funds for future improvements. Such amount to be included as part of the Common Charges and collected as hereinafter provided. Such funds to be set aside in a separate and segregated account to be known as the "Improvement Account" and the funds so set aside shall not be deemed Surplus Accumulations available for distribution. The Trustees may increase or decrease such amount from time to time as they deem advisable.

Section 5.4.2 Estimates of Common Expenses and Common Charges. At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the Trustees shall estimate the Common Expenses expected to be incurred during the next fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed Surplus Accumulations from prior years, shall determine the Common Charges to be made for the next fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of the Common Charges, according to their Beneficial Interests and such statements shall, unless otherwise provided therein, be due and payable within thirty (30) days after the same are rendered. Initially, one-twelfth (1/12) of said annual Common Expenses shall be due and payable monthly in advance on the first day of each month. In the event an annual assessment to fix Common Charges is not made as above required, the Common Charges shall be presumed to have been made in the amount of the last prior assessment of Common Charges.

In the event that the Trustees shall determine during any fiscal year that the assessment of Common Charges so made is less than the Common Expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, the Trustees shall make a supplemental assessment or assessments for Common Charges and render statements therefor in the manner as aforesaid to be paid in installments, monthly or otherwise. The amount any statement shall be the personal liability of each Unit Owner (jointly and severally among the owners of each Unit) and, if not paid when due, shall bear interest from the due date thereof at the rate of one and one-half percent per month (or such other rate as the Trustees may determine, but in no event exceeding that which is permissible by law). In addition thereto, upon the expiration of fifteen (15) days or such other grace

period as the Trustees may (but need not) designate, the amount of such statement shall carry a late charge in such amount or at such rate (which amount or rate need not be in proportion to the Beneficial Interests) as the Trustees shall determine. The amount of each such statement together with any such late charges, interest and attorneys' fees for collection, as hereinafter provided, shall consititute a lien on the Unit pursuant to the provisions of Section 6 of Chapter 183A. Each Unit Owner, by acceptance of a Unit Deed, agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the Trustess in collection of Common Charges and the enforcement of said lien.

The right of a delinquent owner to vote, to use recreational facilities, and to serve as Trustee or on any committee, shall be suspended until such delinquent assessments have been paid or unless relief is granted by special resolution of the Trustees.

To the extent a Unit Owner may be persistently delinquent in the timely payment of Common Charges due, the Trustees may require such Unit Owner to pay such Common Charges in one lump sum as opposed to periodically as herein provided.

Section 5.4.3 Statement of Common Charges
The Trustees shall, upon the written request of any Unit Owner or any encumbrancer or prospective encumbrancer of a Unit, upon payment of a reasonable fee not to exceed any amount specified by law, issue to a person so requesting a written statement in recordable form (which shall be valid and effective if signed by any two of the Trustees then in office, or if signed by only one Trustee, if there be only one then in office), setting forth the unpaid Common Charges (including interest, late charges, and unpaid fines, if any) with respect to the Unit covered by the request, which shall be conclusive upon the Trustees and the remaining Unit Owners in favor of all persons who rely thereon in good faith when recorded with the Registry of Deeds and shall operate to discharge the Unit from any lien or other sum unpaid.

No Unit Owner shall be liable for payment of any part of the Common Charges assessed against his Unit subsequent to a sale, transfer or other conveyance by him of such Unit. A purchaser of a Unit shall not be liable for the payment of Common Charges assessed and unpaid against such Unit prior to the acquisition by him of such Unit unless such purchaser has agreed to assume such obligation. This provision shall not, however, effect the statutory lien on such Unit for such unpaid Common Charges, except that (a) a purchaser of a Unit at a foreclosure sale or (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 claims 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 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.) Any such sale or transfer pursuant to a foreclosure or in lieu of foreclosure shall not relieve the purchaser or transferee of a Unit from liability for nor the Unit from the lien of, any assessment made thereafter.

No Unit Owner may exempt him or herself from liability for his or her contribution toward the common expenses by waiver of the use or enjoyment of any common areas and facilities or by abandonment of his or her Unit.

Section 5.4.4 Default in Payment of Common Charges; Foreclosure of Liens for Unpaid Common Charges.
In the event of a default by a Unit Owner in the payment of his or her share of the common charges, the Trustees may seek to recover such common charges, interest, and expenses by an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such unit as provided in Section 6 of Chapter 183A of the General Laws of Massachusetts or in any other manner permitted by law.

In any action brought by the Trustees to foreclose a lien on a Unit because of unpaid common charges, the Unit Owner shall, to the extent permitted by law, be required to pay the costs and charges of such proceedings and reasonable attorneys' fees and, further, upon entry of judgment of foreclosure, to pay a reasonable rental for the use of his or her unit and plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Trustees, acting on behalf of all Unit Owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the votes appurtenant to), convey, or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 5.4.5 Application of Common Funds.
Trustees shall expend Common Funds only for the purposes permitted by this Trust and by Chapter 183A.

Section 5.4.6 Acquisition of Units by Trustees
Acquisition of Units by the Trustees for the Trust may be made from the working capital and common charges in the

hands of the Trustees, or if such funds are insufficient, the Trustees may levy an assessment against each Unit Owner in proportion to his or her ownership in the common areas and facilities, as a common charge, or the Trustees, in their discretion, may borrow money to finance the acquisition of such Unit provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with all appurtenant interests to be acquired by the Trustees.

Section 5.5 Rebuilding and Restoration. Improvements.

Section 5.5.1 Determination of Scope of Loss. In the event of any casualty loss to the Trust property, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten (10%) 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 (10%) percent of such value, the Trustees shall proceed with the necessary repairs, rebuilding or restoration in the manner provided in paragraph (a) of Section 17 of Chapter 183A. If such loss as so determined exceeds ten (10%) percent of such value, the Trustees shall forthwith submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) among the Unit Owners authorizing the Trustees to proceed with the necessary repair, rebuilding or restoration, and (b) a copy of the provisions of Section 17; and the Trustees shall thereafter proceed in accordance with, and take such further action as they may in their discretion deem advisable in order to implement the provisions of paragraph (b) of said Section 17.

Section 5.5.2 Submission to Unit Owners of Proposed Improvements. If and whenever the Trustees shall propose to make any improvements to the Common Elements or shall be requested in writing by the Unit Owners holding twenty-five (25%) percent or more of the Beneficial Interests to make any such improvement, the Trustees shall submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same, and (b) a copy of the provisions of Section 18 of Chapter 183A. Upon the receipt by the Trustees of such agreement signed by the Unit Owners holding seventy-five (75%) percent or more of the Beneficial Interests or the expiration of ninety (90) days after such agreement was first submitted to the Unit Owners, whichever shall first occur, the Trustees shall notify all Unit Owners of the aggregate percentage of Beneficial Interests held by Unit Owners who have then

signed such agreement. If such percentage equals or exceeds seventy-five (75%) percent, the Trustees shall proceed to make the improvement or improvements specified in such agreement and, in accordance with Section 18 (b) of Chapter 183A, shall charge the cost of improvements to all the Unit Owners. The agreement so circulated may also provide for separate agreement by the Unit Owners that if fifty (50%) percent or more, but less than seventy-five (75%) percent of the Beneficial Interests so consent, the Trustees shall proceed to make such improvement of improvements and shall charge the same to the Unit Owners so consenting in accordance with Section 18 (a) of Chapter 183A.

For the purposes hereof, the construction, erection, alteration, modification and/or doing of any thing or things to the Common Elements, the total cost of which in each separate instance does not exceed ten (10%) of the budgeted Common Charges for a given fiscal year shall not be considered an improvement, but rather an expense incurred in the operation, care, upkeep and maintenance of the Common Elements.

Section 5.5.3 Arbitration of Disputed Trustee Action. Notwithstanding anything in Section 5.5.1 and 5.5.2, (a) In the event that any Unit Owner(s) by written notice to the Trustees shall dissent from any determination of the Trustees with respect to the value of the Condominium or any other determination or action of the Trustees under this Section 5.5, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owner(s) shall submit the matter to arbitration. For that purpose, one arbitrator shall be designated by the Trustees, one by the dissenting Unit Owner(s) and a third by the two arbitrators so designated. Such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association and shall be binding upon all parties. The Trustees' decision that work constitutes a repair, rebuilding or restoration other than an improvement shall be conclusive unless shown to have been made in bad faith. The Trustees shall in no event be obliged to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the Trustees' estimate of all costs thereof.

Section 5.5.4 Proposed Improvements by a Unit Owner. If and whenever any Unit Owner shall propose to make an improvement to or affecting the Common Elements of the Condominium at such Unit Owner's own expense, and the Trustees determine in their reasonable discretion that such improvement would be consistent and compatible with the provisions and intent of the Master Deed and this

Trust, the Trustees may, but shall not be obligated to, authorize such improvement to be made at the sole expense of the Unit Owner proposing the same, without the consent or approval of other Unit Owners, subject to such contractual undertakings of the Unit Owner proposing such improvement as the Trustees in their reasonable discretion deem necessary or desirable in the circumstances.

Section 5.6 Administrative Rules and Regulations. Without the consent of the Unit Owners, the Trustees may from time to time adopt, amend and rescind administrative rules and regulations ("Rules and Regulations") governing the operation and use of the Common Elements, as are consistent with the Master Deed and are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the Common Elements. The Trustees do hereby adopt the initial Rules and Regulations annexed to this Declaration of Trust. The Trustees may enforce the Rules and Regulations by imposition of fines as established in Section 5.1, paragraph (xix), and in any other manner permitted by law, including without limitation by court action for injunctive relief and damages.

Section 5.7 Managing Agent. The Trustees may, at their discretion, hire or appoint a manager or Managing Agent to administer the management and operation of the Condominium, including the incurring of expenses, and 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. However, notwithstanding the appointment of such Manager, the Trustees shall retain ultimate control over the administration, management and operation of the Condominium.

Section 5.8 Insurance.

Section 5.8.1 Basic Insurance. The Trustees shall obtain and maintain, to the extent available at reasonable cost, master policies of insurance of the following kinds, insuring the interests of the Trust, and Trustees, all Unit Owners and their mortgagees as their interests may appear with the loss proceeds payable to the Trustees hereunder as Insurance Trustees for all of the Unit Owners collectively and their respective mortgagees as their interests may appear:

A. Casualty or physical damage insurance on the Buildings and all other insurable Improvements forming part of the Condominium (including all of the Units but

not including furniture, furnishings and other personal property of the Unit Owners therein), now exisitng or as they may from time to time be increased by amendment to the Master Deed, together with the service machinery, apparatus, equipment and installations located in the Condominium and existing for the provision of central services or for common use, in an amount not less than one hundred (100%) percent of their full replacement value exclusive of foundations, land, footings, excavations and such other items normally excluded from such coverage, as determined by the Trustees,(who shall review such value at least as often as annually, and obtain on insurance appraisal of the Condominium property) and shall insure against (1) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, together with coverage for the payment of Common Expenses with respect to damaged Units during the period of reconstruction, and (2) such other perils as are customarily covered by the standard "all risk" endorsement; and; (3) such other hazards and risks as the Trustees from time to time in their discretion shall determine to be appropriate, including but not limited to vandalism, malicious mischief, windstorm and water damage, federal flood hazards so-called, boiler and machinery explosion or damage and plate glass damage.

All policies of casualty or physical damage insurance shall provide (to the extent such clauses are so obtainable) (1) that such policies may not be cancelled or substantially modified without at least twenty (20) days' written notice to all of the insureds, including each Unit mortgagee (2) that the coverage thereof shall not be terminated for nonpayment of premiums without twenty (20) days' notice to all of the insureds including each Unit mortgagee. Certificates of such insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered by the Trustees to Unit Owners and their mortgagees upon request.

B. Comprehensive public liability insurance with severability of Interest Endorsement of equivalent coverage covering all of the Common Elements and including protection against such other risks as are customarily covered in similar projects, to the extent obtainable 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, a limit of $50,000 for each occurence for water damage, and legal liability endorsement to cover liability of any insured to other insureds or legal liability arising out of law suits related to employment contracts in which the Condominium Trust is a party. The policy shall provide that the policy may not be cancelled or substantially

modified without at least twenty (20) days' prior notice to all of the insureds including each Unit mortgagee.

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

The Trustees may, in their sole discretion, purchase such other insurance as they shall determine. The Trustees shall secure such additional insurance to modify existing coverage if necessary to comply with the requirements of the Federal National Mortgage Association (FNMA) and the Federal Home Loan Mortgage Corporation (FHLMC) so that mortgages covering Units will be eligible for sale to FNMA or FHLMC.

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 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 Elements and damaged Units, with each share to be disbursed to defray the respective costs of repair or restoration of the damaged Common Elements and damaged Units, and with any excess of any such share of proceeds above such costs of repair or restoration to be paid to the Trust or Unit Owners for whom held upon completion of restoration or repair; 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 if the Condominium is totally destroyed, and the event of a partial destruction, after payment for such restoration of the Common Elements 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 Owners' mortgagee if the mortgage with respect to such Unit so requires.

Section 5.8.3 Other Provisions. In addition to the coverage and provisions set forth in Section 5.8.1, the Trustee shall, in their discretion, see that all policies of physical damage insurance: (1) shall contain waivers of subrogation by the insurer as to claims against the Condominium, the Trustees, their employees, Unit Owners and members of the family of any Unit Owner who reside with said Unit Owner, except in cases of arson and fraud; (2) shall 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) shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Unit Owners or their mortgagees; and (4) shall exclude policies obtained by individual Unit Owners from consideration under any "no other insurance" clause; (5) shall provide for "an agreed amount" endorsement or "inflation guard endorsement" or their equivalent to the extent available; (6) shall provide (if applicable) "Steam Boiler and Machinery" endorsement which provides coverage of the lesser of two million dollars or the insurable value of the Building housing the boiler or machinery; (7) provide that any Insurance Trust Agreement (if there be) be recognized; and (8) unless a higher maximum is required by Massachusetts law, the maximum deductible clause should be the lesser of five thousand ($5,000.00) dollars or one (1%) percent of the policy face amount.

In the event of any loss covered by such insurance which relates in part to insurable portions of the any Unit(s) and in part to the Common Elements, the Trustees may apportion any deductible amount (or other deficiency in excess of available insurance) directly proportional to the amount of such loss related to the Unit(s) and the amount of loss related to the Common Elements and assess to the Unit Owner(s) of such Unit(s), as a special assessment, such proportionate share of the deductible (or other deficiency in excess of available insurance) relating to the loss to a Unit or Units. Where a loss is solely to a Unit or Units, the deductible amount shall be borne solely by Unit Owner(s) thereof. Where such loss is solely to the Common Elements, such deductible shall be borne as a Common Expense. Similarly, proceeds of insurance disbursed under the master policy shall be apportioned according to relative damage done to a Unit or Units and the Common Elements. Notwithstanding the foregoing, where damage is caused by the acts or omissions of a Unit Owner, his family, servants, agents, employees, invitees, licensees, lessees, or other occupants of a Unit, any deficiency in insurance, including the deductible shall be borne solely by such Unit Owner. The provisions of this paragraph shall also apply to a Unit Owner failing to comply with Section 5.8.4, below. All determinations made as to Unit Owner liablility hereunder shall be in the Trustees reasonable discretion. Any special assessments charged to a Unit Owner under the provisions of this Section if not paid when demanded by the Trustees shall constitute a lien against such Unit Owner's Unit and enforced and collected as a Common Charge.

Section 5.8.4 Owner's Insurance and Responsibility for Increase in Premiums of Master Policy. Each Unit

Owner may obtain additional insurance for his or her own benefit at his or her own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Trustees pursuant to Section 5.8.1 above, 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 this Section 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 of Owner's Improvements. Each Unit Owner shall notify the Trustees of all improvements to his or her Unit (except personal property other than fixtures) which exceed a total 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 any such improvements. Any additional costs of insurance as a result of such improvements should be assessed to the owner of Unit so improved.

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 5.9 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 shall elect a Chairman, Treasurer and Secretary as hereinafter provided. Other meetings may be called by the Chairman or by any two Trustess 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 five (5) days before such meeting to each Trustee. A majority of the 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.

Section 5.9.2 Officers

(a) Chairman. The Chairman shall have and perform all of the general powers and duties incident to the office of President of a business corporation organized in Massachusetts and shall preside at all meetings of the Trustees and of the Unit Owners. The Treasurer, or, if he or she is absent or unable to act, another member of the Trustees designated by majority vote of the Trustees,

shall perform the duties of the Chairman if and whenever the Chairman shall be absent or unable to act.

(b) Treasurer. The Treasurer shall have the responsiblity for the condominium funds and intangible properties and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. He or she shall be responsible for the deposit of all moneys and other valuable properties in the name of the association or the Trustees in such depositories as may from time to time be designated by the Trustees, and he or she shall have and perform all of the general powers and duties incident to the office of treasurer of a business corporation organized in Massachusetts.

(c) Secretary. Secretary shall keep the minutes of all meetings of the Unit Owners and of the Trustees, shall have charge of such books and papers of the association as the Trustees shall direct, and shall have and perform all of the general powers and duties incident to the office of secretary of a business corporation organized in Massachusetts.

(d) The Trustees may elect at their option any other officers they deem expedient.

Section 5.9.3 Meetings of Unit Owners. There shall be an annual meeting of the Unit Owners on the second Tuesday of June in each year at 7:00 p.m. at such place as may be designated by the Trustees or such other reasonable time and place as may be designated by the Trustee by written notice given by the Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated. Special Meetings (including a meeting in lieu of a passed annual meeting) of the Unit Owners may be called at any time by the Trustees and shall be called by them upon the written request of Unit Owners entitled to more than thirty-three and one-third (33 1/3%) percent of the Beneficial Interests. Written notice of any special meeting, designating the place, day and hour thereof, shall be given by the Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated.

Section 5.9.4 Notice of Certain Matters; Quorum; Majority Vote. 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. Unit Owners entitled to more than fifty (50%) percent of the Beneficial Interests shall constitute a quorum at all meetings. Any action voted

at such meeting shall require the vote of more than fifty (50%) percent of the Beneficial Interest of those in attendance in person or by proxy at said meeting, except where the other provisions of this Trust, the Master Deed or Chapter 183A requires a larger percentage.

Section 5.10 Notices to Unit Owners. Every notice to any Unit Owner required under the provisions of this Trust which may be deemed by the Trustees 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 in writing addressed to the owner of such Unit last appearing on the Trustees' records, postage prepaid, to such person at his address last appearing on the Trustees' records if other than the Unit or else mailed or delivered to the Unit at least seven (7) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given. The owner or owners of such Unit shall have the responsibility of providing the Trustees with the correct name of the present owners of the Unit and any address other than the Unit to which they desire notices to be mailed as to which matters the Trustees shall have no duty of inquiring beyond their records.

Section 5.11 Order of Business. At every annual meeting of the Unit Owners the order of business shall be as follows:

(a) roll call;

(b) proof of notice of meeting;

(c) approval of minutes of preceding meeting;

(d) reports of the managing agent or of officers of the Trustees;

(e) reports of special committees appointed by the Trustees, if any;

(f) election of Trustees;

(g) unfinished business from prior meetings, if any; and

(h) new business, if any.

Section 5.12 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 and the Unit Owner and any mortgagee of any Unit at all reasonably 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 Trustee shall determine, and shall in such summary form and in only such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by registered mail within a period of one (1) month of the date of his or her receipt of the report shall be deemed to have assented thereto.

Section 5.13 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 not less than a majority of the Trustees.

Section 5.14 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.

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 or actual, otherwise than by a certificate thereof, 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 in 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 any one or more of them purporting to be done in pursuance of any of the provisions or power herein contained, 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 Personal Liability Excluded. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceedings, or by virtue of any suit or otherwise, and all persons extending credit 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 thereof; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under the provisions of this Trust or under the 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 of restrictions of this Trust, whether or not express reference shall have been made to this instrument.

Section 6.4 Further Matter 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 said 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.

Section 6.5 Common Expense in Event of Unit Mortgage Foreclosure. Any first mortgagee, in the event of foreclosure of its mortgage, shall take such Unit free of any claims for unpaid Common Expenses or Common Charges against such Unit to the extent provided by law.

ARTICLE VII

Amendments and Termination

Section 7.1 Amendments. The Trustees, with the consent in writing of Unit Owners entitled to not less than sixty-seven (67%) percent of the Beneficial Interests, 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) made without the consent of the Declarant prior to the Declarant's relinquishing control hereunder or (b) according to the purport of which the Declarant's rights hereunder, or under the Master Deed are changed in any way; or (c) according to the purport of which, the percentage of the Beneficial Interest of any Unit Owner would be altered 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 Elements as set forth in the Master Deed, and any amendments thereto; or (d) which would render this Trust contrary to or inconsistent with any requirements or provisions of Chapter 183A, shall be valid or effective. Any amendment, alteration, addition or change pursuant to the foregoing provisions

of this paragraph shall become effective upon the recording with the Registry of 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 the 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.

This Trust should not be altered, amended or otherwise changed if such alterations or amendments will in any manner, disqualify mortgages for sale to FNMA or FHLMC, unless same has been assented to by the holder or holders thereof and no amendment which relates to matters described in Paragraph 20 of the Master Deed shall be of force in effect unless assented to by the appropriate percentage of Eligible Mortgage Holders as described in said Paragraph 20 of the Master Deed.

Notwithstanding the foregoing provisions of this Section, the Trustees shall have the power coupled with an interest to execute and record special amendments ("Special Amendments") to this Declaration Trust for the purposes described in Paragraph 15(G) of the Master Deed. The provisions of said paragraph are incorporated herein by reference as if such provisions were fully set forth herein.

Section 7.2 Condemnation. Eminent Domain. In the event that any of the Units or the common areas and facilities of the Condominium are affected by eminent domain proceedings, the following shall apply:

Section 7.2.1

If a Unit is acquired by eminent domain, or if a part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant that may not practically or lawfully be used for any purpose permitted by the Master Deed, the award shall compensate the Unit Owner for his or her Unit and its undivided percentage interest in the Common Elements whether or not any of Common have been acquired. Upon acquisition, unless the decree otherwise

provides, that Unit's entire undivided interest in the Common Elements and the Beneficial Interest under the Condominium Trust shall automatically by reallocated to the remaining Units of the Condominium in proportion to the respective undivided interest of the remaining Units in the Common Elements prior to the taking, and the Trustees shall promptly prepare, execute and record an amendment to the Master Deed and the Condominium Trust reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection, shall thereafter be a part of the Common Elements.

Section 7.2.2

Except as provided in subsection 7.2.1, if part of a Unit is acquired by eminent domain, the award shall compensate the Unit Owner for the reduction in value of the Unit and its undivded percentage interest in the Common Elements. Upon acquisition (a) that Unit's undivided interest in the Common Elements shall be reduced on the basis of the reduction of the fair value of the Unit as at the date of such taking bears to the fair value of the remaining Units in the Condominium as at such date, and (b) the reduction in interest in the Common Elements of such Unit shall be divested from the Unit so acquired and shall automatically be reallocated to the remaining Units in proportion to the respective undivided interest of the remaining units in the Common Elements prior to the date of such taking.

Section 7.2.3

If the Common Elements or any part thereof are acquired by eminent domain, the Trustees shall be party in interest to receive any such award and to pursue any additional awards due to such taking. Any such award or any action taken by the Trustees pursuant hereto shall be brought or paid to the Trustees naming "THE TRUSTEES OF MYSTIC RIVER PARK CONDOMINIUM TRUST as Condemnation Trustees for the benefit of MYSTIC RIVER PARK CONDOMINIUM, of the several Unit Owners and their respective mortgagees." The Trustees shall divide any portion of the award not used for restoration or repair of the remaining Common Elements among the Unit Owners in proportion to their respective undivided percentage interest before the taking but any portion of the award attributable to the acquistion of a portion of the Common Elements that had been exclusively reserved to any Unit pursuant to the terms of the Master Deed shall be paid to the owner of such Unit.

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 indemnify 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 Interests. 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 distribution of Trust property may have passed.

ARTICLE VIII

Construction and Interpretation

Section 8.1 Terms. 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, construciton, 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 Captions. The herein captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Trust, nor the intent of any provision hereof.

Section 8.3 Waiver. No provision contained herein shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 8.4 Conflicts. If any provision of this

Trust shall be invalid or shall conflict with Chapter 183A or if any provision of this Trust conflicts with any provision of the Master Deed, then the following rules of construction shall apply:

a. In the event of a conflict between this Trust and Chapter 183A, the provisions of Chapter 183A shall control.

b. The invalidity of any provision of the Trust shall not impair or affect the validity or enforceability of the other provisions of this Trust.

c. In the event of a conflict between numerical voting requirements for action set forth in the Master Deed and any such requirements set forth in this Trust, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control;

d. In the event of any conflict between the Master Deed, and any provision of this Trust, the Master Deed shall control.

Section 8.5 Registration, Recording. All documents and instruments required to be recorded hereunder shall be so recorded with the Registry of Deeds.

IN WITNESS WHEREOF the undersigned Trustees have set their respective hands and seals as of the date first written above.

Angelo Marotta,
Trustee
as aforesaid, AND NOT
INDIVIDUALLY

Joseph T. Raduano,
Trustee as
aforesaid AND NOT
INDIVIDUALLY

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. August 11, 1988

Then personally appeared the above-named Joseph T. Raduano, and Angelo Marotta and acknowledged the foregoing instrument to be their respective free acts and deeds, as Trustees as aforesaid, before me,

---

Notary Public

My commission expires:

February 8, 1991

MYSTIC RIVER PARK CONDOMINIUM TRUST

RULES AND REGULATIONS

The Condominium has been created with the objective of providing congenial, enjoyable, and dignified residential living. In order to accomplish this objective, the Trustees of the Condominium Trust responsible for the administration, operation and maintenance of the Condominium, have adopted the following Rules and Regulations. These Rules and Regulations shall apply to all Unit Owners, their family members, guests, invitees and tenants.

I. Use of Unit

1. No Unit Owner shall do or permit to be done anything in or about his or her Unit which will interfere with the rights, comfort, or convenience of other Unit Owners, it being the intent that Mystic River Park Condominium shall be a residential community wherein all residents shall live in a peaceful and tranquil environment.

2. Each Unit Owner shall keep his or her Unit to which he or she has sole access in a good state of preservation and cleanliness, including such appurtenant areas such as balconies, storage bins and roof terraces. While it shall be permissible for a Unit Owner, at his or her own expense, to install outdoor carpeting or such other material as to cover the floor of of the balcony, no color other than a shade of brown shall be permitted.

3. No Unit Owner shall keep in his or her Unit any inflammable, combustible, or explosive material, chemical or substance, except such commercial products as are required in normal household use, and no Unit Owner shall barbecue or cook on the roof deck, roof terraces, balconies or anywhere else in the Common Elements.

4. No electrical device creating unusual electrical overloading may be used in a Unit without permission from the Trustees.

5. Unit owners, or tenants, shall not cause or permit anything to be hung, affixed, attached, or displayed on the outside of windows, or placed on the outside walls, balconies, roof terraces or doors of the Building and no sign, awning, canopy, or shutter shall be affixed to or placed upon the exterior walls or doors, roof terraces or any part thereof or exposed on or at any window. All blinds, drapes or other such window coverings shall as to the portion of such coverings exposed to the outside of the Building be of a white or near white color in order to maintain a uniformity of appearance of all Units

as viewed from the exterior of the Building.

6. Nothing shall be done in any Unit or in, on, or to the common areas or facilities which will impair the structural integrity of the Building or which would structurally change the Building.

7. Garbage and refuse from the Units shall be disposed of only in such manner as the Trustees may direct.

8. The Trustees, or their designated agent, may retain a pass key to the premises for use in emergency situations or for access to repair or maintain Common Elements. No Owner shall alter any lock or install a new lock on any door of the premises without the written consent of the Board of Trustees. In the event such consent is given, the Owner shall provide the Trustees, or its agent, with an additional key pursuant to its right of access to the demised premises.

II. Use of Common Areas and Common Facilities of the Condominium.

1. There shall be no obstruction of the common areas or facilities nor shall anything be stored in the common areas or facilities without the prior written consent of the Trustees, except as hereinafter expressly provided. In the event that such approval is granted, storage shall be at the sole risk of the person storing the materials.

2. Nothing shall be hung from the windows, terraces, or balconies, or placed upon the window sills, nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, terraces, or balconies. No clothes, sheets, blankets, laundry, or any other kind of articles shall be hung out of a Unit or exposed on the common areas or common facilities of the Condominium. No accumulation of rubbish, debris, or unsightly materials will be permitted in the common areas or common facilities of the Condominium except in designated trash storage areas, nor shall common areas or common facilities be used for the general storage of personal property. No articles of personal property including shoes or boots shall be left in the common hallway outside a Unit.

3. Other than chairs, and tables of such number, nature, and of such type as are actively used for residential purposes, no other goods, materials, fixtures or paraphernalia, are to be affixed, placed or stored on decks, terraces, balconies, patios, yard areas, driveways, and appurtenances except with the approval of the Trustees.

4. The Condominium Trust shall charge to a Unit Owner any damage to the mechanical, electrical, or other building service systems or any damage to the Common Elements caused by such Unit Owner or by his or her family, tenants, servants, employees, or visitors by their willful or negligent use, misuse, or abuse of those systems or elements. The reasonable cost of the work to repair such damage shall constitute a lien upon such Unit and the Unit Owner shall be personally liable therefor.

5. There shall be no washing of motor vehicles in any portion of the Common Elements.

III. Actions of the Unit Owners

1. No noxious or offensive activities shall be carried on in any Unit, including the creative of noise, odor, and vibration, or in the common areas or common facilities of the Condominium; 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 in the Building by him or her, his or her family, his or her tenants, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or conveniences of other Unit Owners. No Unit Owner shall play upon, or suffer to be played upon, any musical instrument or operate, or suffer to be operated, a phonograph, television set, or radio in the premises at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owners.

2. Unit Owners shall comply with and conform to all applicable laws and regulations of the United States, Commonwealth of Massachusetts, and all ordinances, rules, and regulations of the City of Medford and shall indemnify and save the Condominium Trust or other Unit Owners harmless from all fines and penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

3. Unit Owners shall be held responsible for the actions of their children, tenants, licensees, occupants, guests and invitees.

IV. Insurance

1. Nothing shall be done or kept which will increase the rate of insurance on the Building, or contents thereof, applicable for residential use, without the prior written approval of the Trustees. No Unit Owner shall permit anything to be done, or kept in his or her Unit, or in the common areas or common facilities which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the common areas.

2. The Unit Owners shall comply with the rules and regulations of the New England Fire Rating Association or other insurance inspection or rating bureau having jurisdiction thereof and with the rules and regulations contained in any fire insurance policy upon the Building or the property contained therein.

3. Damage by fire or accident affecting the Unit, common areas or common facilities, or the liability of the Unit Owners or the Condominium Trust will be promptly reported to the Trustees immediately following the occurrence thereof.

V. Motor Vehicles

1. The parking areas, in the garage and in the yard, shall not be used for any purpose other than to park duly registered, operable passenger automobiles excluding specifically trailers or boats and trucks and commercial vehicles unless same are on the premises for business purposes. No automobile shall be parked in such manner as to impede or prevent ready access to another owner's parking space.

2. No unregistered automobiles or other vehicles may be stored or parked on any of the common areas of the Condominium.

VI. General

1. No part of the common areas or common facilities of the Condominium shall be used for other than the purposes for which such part was designed or designated.

2. The recreational facilities, including but not limited to the swimming pool and the racquetball and tennis courts, are for the use of Owners of Units, their families, their tenants and their invited guests and all such recreational facilities shall be used in accordance with rules and regulations adopted by the Trustees.

VII. Administration

1. Any consent or approval given under these Rules and Regulations may be added to, amended, or revoked at any time by the Trustees.

2. No Unit Owner shall send any employee of the Trust out of the Condominium or on any private business of the Unit Owner.

3. Any complaint regarding the management of the Condominium or regarding actions of other Unit Owners shall be made in writing to the Trustees or their designated agent.

4. All monthly charges shall be paid to the Trustees or their designated agents only. The Trust and the Trustees accept no responsibility for any payments made to unauthorized persons.

5. These Rules and Regulations (including the rules and regulations relating to recreational facilities of the Condominium) may, from time to time, be amended, modified, rescinded, or otherwise changed by the Trustees, and other rules and regulations may be adopted by the Trustees, provided, however, a Unit Owner shall not be bound by such amendment, modification, or change until said Unit Owner has notice of such change. For purposes hereof, a notice of such amendment, modification or change conspicuously posted shall be deemed notice to all.

6. The Trustees shall from time to time promulgate rules and regulations for the use of the swimming pool and other recreational facilities of the Condominium.

DOCUMENT 784879

SO. MIDDLESEX LAND COURT
REGISTRY DISTRICT
RECEIVED FOR REGISTRATION

ON 10/04/88 AT 11:40:38 170.00

NOTED ON:
CERT C0000213 BK 0 19 PG 18

S. Siwpen 395-7720
NAME
278 Mystic Avenue
STREET ADDRESS
Medford, MA 02155
CITY OR TOWN

FIRST AMENDMENT TO MASTER DEED
MYSTIC RIVER PARK CONDOMINIUM
TO ADD PHASE II

This AMENDMENT of the MASTER DEED of the MYSTIC RIVER PARK CONDOMINIUM, A CONDOMINIUM, dated August 11, 1988, registered with the Middlesex South Registry of Deeds, District of the Land Court under Master Condominium Certificate of Title No. C-213 in Book 19 , Page 18 , Witnesseth, That:

WHEREAS, Angelo Marotta, Trustee of Mystic River Park Realty Trust under Declaration of Trust dated May 26, 1986, filed with said Registry District as Document No. 111231 did by said Master Deed, as the Declarant thereof, create the Mystic River Park Condominium, a Condominium situated in Medford, Middlesex, County, Massachusetts; and

WHEREAS, it is provided in Paragraph (13) of said Master Deed that said Declarant reserves and shall have the right, without the consent of any Unit Owner or Mortgagee, upon the completion of construction of a certain portion of the Building as therein specified on the Land described in Paragraph (3) of said Master Deed, and shown as Phase II on the Site Plan of Mystic River Park Condominium filed with said Master Deed, to amend said Master Deed so as to include in said Condominium as Phase II thereof, the East Tower, the Units contained therein and the improvements thereon, and shown as Phase II on the Site Plan of Mystic River Park Condominium filed with said Master Deed; and it is provided in Paragraph (7) of said Master Deed that, from and after the inclusion of said Phase II in said Condominium, the percentage of undivided interests in the Common Elements of the Condominium of Units in Phase I and Phase II shall be as specified in Column "B" of Exhibit 4 to said Master Deed; and

WHEREAS, the construction of the East Tower of the Building on the Land has now been completed, and the Declarant desires to include Phase II in said Mystic River Park Condominium.

NOW THEREFORE, I, Angelo Marotta, Trustee of Mystic River Park Realty Trust, being the Declarant as aforesaid, by duly executing and registering this Amendment of Master Deed, do hereby submit that portion of the Building (East Tower), the Units contained therein and improvements thereon shown as Phase II on the Site Plan of Mystic River Park Condominium filed with said Master Deed, and also shown on the Site Plan (hereinafter described) filed herewith, to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended, and do hereby state that I propose to create, and do hereby include said Phase II in said Mystic River

Park Condominium, to be governed by and subject to the provisions of said Chapter 183A, Massachusetts General Laws, as amended. Said Phase II shall be subject to and shall have the benefit of the provisions of said Master Deed and the by-laws of the Mystic River Park Condominium Trust.

I. Description of Building in Phase II

Phase II of the Condominium consists of that portion of the Building (East Tower) containing 130 Units. The materials of which said portion of the Building is principally constructed and other descriptive aspects of the East Tower of the Building are as set forth in Paragraph (4) of the Master Deed.

II. Description of Units in Phase II

Pursuant to the rights reserved in Paragraph (13) of said Master Deed, the Declarant, a result of design changes made respecting the Units in Phase II (East Tower) has reduced the number of Units to be included in Phase II from one hundred thirty-one to one hundred thirty. The total number of Units in Phase I & II being 259 Units. The designation of each Unit in Phase II of the Condominium Unit type, a statement of its location, approximate area, number of rooms, immediate common area to which it has access, and other descriptive specifications thereof are shown on Exhibit "A" attached hereto and made a part hereof by reference.

The boundaries of the Units in Phase II are the same as are stated in Paragraph 6 of the Master Deed with respect to the Units in Phase I of the Condominium, except as such boundaries may differ with respect to the Penthouse Unit, as described in said Paragraph 6.

III. Common Elements

The Common Elements of the Condominium, including Phase I and Phase II, comprise and consist of (a) the Land described in Paragraph (3) of the Master Deed, together with the benefit of and subject to the rights and easements referred to in said Master Deed, and all parts of the Building, other than the Units themselves, in Phase I and Phase II and the Improvements thereon and (b) all of the same elements, features and facilities of the Building and grounds and recreational facilities, which are described, defined, and referred to in Paragraph (7) of said Master Deed as Common Elements. As provided in said Paragraph (7) of the Master Deed, said Common Elements shall be subject to the provisions of the by-laws of the Mystic River Park Condominium Trust under Declaration of Trust dated August 11, 1988, registered with the Registry District of Middlesex as Document No. 780602, and to all rules and regulations promulgated

pursuant thereto.

IV. Site Plan

Simultaneously with the Registering hereof, there has been registered a Site Plan of the Condominium entitled "Condominium Site Plan Mystic River Park Condominium - Phase II L.C.C.17518U in Medford, MA" by Medford Engineering dated September 21, 1988 which plan shows the Land together with the Building and Improvements thereon as well as lists the Units contained in Phases II of the Condominium (both the original and amended Site Plan together referred to as the "Site Plan").

V. Floor Plans

Simultaneously with the registering hereof, there has been registered a set of the floor plans of the that portion of the Building in Phase II, (East Tower) showing the layout, location, unit numbers, and dimensions of the Units in Phase II, stating the designation of the Building, and bearing the verified statement of a registered architect certifying that said plans fully and accurately depict the layout, location, unit numbers, and dimensions of the Units in Phase II, as built. (both the floor plans for Phase I and Phase II together referred to as the "Floor Plans").

VI. Percentage Interests in Common Elements

Pursuant to the rights reserved in Paragraph (13) of the Master Deed, the Declarant as a result of design changes made respecting the number, size and layout of units to be included in Phase II (East Tower) has reduced the number of units to be included in Phase II from the anticipated 131 Units to 130 and has changed the size and layout of certain units in Phase II. As a result of such changes the Beneficial Interests of each Unit set forth in Column "B" of the Master Deed as orginally recorded are incorrect. The Declarant hereby deletes from said Master Deed Column "B" of Exhibit 4. Therefore, upon the registering of this Amendment to the Master Deed creating Phase II of the Condominium, the Units in Phase I and Phase II of the Condominium shall be entitled to an undivided interest in the Common Elements of the Condominium in the percentages herein specified as set forth in Exhibit B attached hereto and made a part hereof by reference. Notwithstanding the deletion of the Beneficial Interests set forth in Column "B" of Exhibit "4" of the Master Deed as originally filed, and the substitution of the percentage interests as set forth in Exhibit "B" hereof, no Phase I Unit's percentage interest as originally stated in Column "B" of Exhibit "4" of the Master Deed is affected by this Amendment. The determination of the percentage interests of the respective Unit in the Common Elements have been made

upon the basis of the approximate relation that the fair value of each Unit bears to the aggregate fair value of all the Units in Phase I and Phase II.

VII. Purposes of Units; Restrictions on Use of Units

The provisions set forth and incorporated in the Master Deed with respect to Purposes of Units (Paragraph (10) and with respect to Restrictions on Use of Units Paragraph (11) shall also apply to the Units of said Phase II as well as Phase I.

VIII. Organization of Unit Owners

The Condominium will be managed and regulated by the Mystic River Park Condominium Trust as set forth in Paragraph (12) of said Master Deed.

IX. Master Deed Incorporated by Reference

Each of the Units and the Common Elements in Phase II shall be subject to the terms and provisions of the Master Deed and the Trust and by-laws of the Mystic River Park Condominium Trust, as they may be amended from time to time, and any and all rules and regulations promulgated pursuant thereto. Except as herein expressly amended, all terms and provisions of said Master Deed of Mystic River Park Condominium shall remain in full force and effect and shall be applicable to and shall govern all Units, and the owners thereof, and all Common Elements in Phase II as well as in Phase I of the Mystic River Park Condominium and the provisions of said Master Deed, except as the context thereof clearly restricts portions of said Master Deed to Phase I, are hereby incorporated by reference into this Amendment and shall apply to Phase II and the Units and elements included in said Phase II, as well as Phase I, as if they had been completely set forth herein.

IN WITNESS WHEREOF, Angelo Marotta, Trustee as aforesaid, the Declarant, has executed this Amendment to the Master Deed of Mystic River Park Condominium this 30th day of September , 1988.

Angelo Marotta, Trustee
as aforesaid and not
individually

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. September 30, 1988

Then personally appeared the above-named Angelo Marotta, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me.

Steven M. Singer
Notary Public

My commission expires:
February 8, 1991

EXHIBIT "A"
to Phase II Amendment of
Master Deed of
Mystic River Park Condominium
Description of Units in Phase II

Unit Number	Floor Location	Approximate Area (Square feet)
101	1	1229
102	1	1206
103	1	1206
104	1	1206
105	1	1206
106	1	1205
109	1	1206
110	1	1206
111	1	1206
112	1	1205
201	2	1229
202	2	1206
203	2	1206
204	2	1206
205	2	1206
206	2	1205
207	2	1226
208	2	826
209	2	1206
210	2	1206
211	2	1206
212	2	1205
301	3	1229
302	3	1206
303	3	1206
304	3	1206
305	3	1206
306	3	1229
307	3	1226
308	3	826
309	3	1206
310	3	1206
311	3	1206
312	3	1229
401	4	1229
402	4	1206
403	4	1206
404	4	1206
405	4	1206
406	4	1229
407	4	1226
408	4	826
409	4	1206

410	4	1206
411	4	1206
412	4	1229
501	5	1229
502	5	1206
503	5	1206
504	5	1206
505	5	1206
506	5	1229
507	5	1226
508	5	826
509	5	1206
510	5	1206
511	5	1206
512	5	1229
601	6	1229
602	6	1206
603	6	2414
605	6	1206
606	6	1229
607	6	1226
608	6	826
609	6	1206
610	6	1206
611	6	1206
612	6	1229
701	7	1229
702	7	1206
703	7	1206
704	7	1206
705	7	1206
706	7	1229
707	7	1226
708	7	826
709	7	1206
710	7	1206
711	7	1206
712	7	1229
801	8	1229
802	8	1206
803	8	1206
804	8	1206
805	8	1206
806	8	1229
807	8	1226
808	8	826
809	8	1206
810	8	1206
811	8	1206
812	8	1229
901	9	1229
902	9	1206
903	9	1206
904	9	1206
905	9	1206
906	9	1229

907	9	1226
908	9	826
909	9	1206
910	9	1206
911	9	1206
912	9	1229
1001	10	1229
1002	10	1206
1003	10	1206
1004	10	1206
1005	10	1206
1006	10	1229
1007	10	1226
1008	10	826
1009	10	1206
1010	10	1206
1011	10	1206
1012	10	1229
1101	11	1229
1102	11	1206
1103	11	1206
1104	11	1206
1105	11	1206
1106	11	1229
1107	11	1226
1108	11	826
1109	11	1206
1110	11	1206
1111	11	1206
1112	11	1229
PENTHOUSE	12	5647

Units 208, 308, 408, 508, 608, 708, 808, 908, 1008, and 1108, contain Living Room/Dining Room Combination, 1 Bedroom, Kitchen and 1 Bath.

Unit 603 contains a living room, dining room, kitchen, 2 bedrooms, media room and 3 bathrooms.

The Penthouse Unit contains a living room, dining room, kitchen, 3 bedrooms, 3 bathrooms, 1 lavatory, laundry room, electrical room, 2 solariums and study.

All remaining Units contain Living Room/Dining Room Combination, 2 Bedrooms, Kitchen and 2 Baths.

In addition, each Unit has an exclusive easement for a balcony or deck serving only that Unit; except Unit 603 which has two balconies and the Penthouse Unit which has no balcony but the exclusive right and easement to use the roof terrace adjacent to and accessible from the Unit. The roof terrace area is shown on the Floor Plans filed herewith.

The square footage set forth is exclusive of the balcony, decks and roof terrace. The dimensions of the balconies and decks are shown on the Floor Plans to be filed herewith.

Each Unit has immediate common area access to the corridor on the same floor as the Unit and the balcony or deck contiguous to the Unit; except the Penthouse Unit which has immediate common area access to the stairwells, the elevators and the roof terrace as shown on the Floor Plans to be filed herewith.

EXHIBIT "B" TO
PHASE II AMENDMENT TO
MASTER DEED
OF MYSTIC RIVER PARK CONDOMINIUM

Unit Number	Common Percent Phase I and II
101	.3546
102	.3546
103	.3546
104	.3546
105	.3546
106	.3546
109	.3415
110	.3415
111	.3415
112	.3415
113	.3456
114	.3456
115	.3456
118	.3415
119	.3546
120	.3415
121	.3415
122	.3415
123	.3415
124	.3415
201	.3599
202	.3599
203	.3599
204	.3599
205	.3599
206	.3599
207	.3599
208	.3206
209	.3467
210	.3467
211	.3467
212	.3467
213	.3599
214	.3599
215	.3599
217	.3206
218	.3467
219	.3599
220	.3467
221	.3467
222	.3467
223	.3467
224	.3467
301	.3651
302	.3651

303	.3651
304	.3651
305	.3651
306	.3651
307	.3651
308	.3257
309	.3520
310	.3520
311	.3520
312	.3520
313	.3651
314	.3651
315	.3651
316	.3520
317	.3257
318	.3520
319	.3651
320	.3520
321	.3520
322	.3520
323	.3520
324	.3520
401	
402	.3704
403	.3704
404	.3704
405	.3704
406	.3704
407	.3704
408	.3704
409	.3310
410	.3573
411	.3573
412	.3573
413	.3573
414	.3704
415	.3704
416	.3704
417	.3573
418	.3310
419	.3573
420	.3704
421	.3573
422	.3573
423	.3573
424	.3573
501	
502	.3756
503	.3756
504	.3756
505	.3756
506	.3756
507	.3756
508	.3362

509	.3625
510	.3625
511	.3625
512	.3625
513	.3756
514	.3756
515	.3756
516	.3625
517	.3362
518	.3625
519	.3756
520	.3625
521	.3625
522	.3625
523	.3625
524	.3625
601	.3809
602	.3809
603	.6833
605	.3809
606	.3809
607	.3809
608	.3415
609	.3678
610	.3678
611	.3678
612	.3678
613	.3809
614	.3809
615	.3809
616	.3678
617	.3415
618	.3678
619	.3809
620	.3678
621	.3678
622	.3678
623	.3678
624	.3678
701	.3862
702	.3862
703	.3862
704	.3862
705	.3862
706	.3862
707	.3862
708	.3467
709	.3730
710	.3730
711	.3730
712	.3730
713	.3862
714	.3862
715	.3862

716	.3730
717	.3467
718	.3730
719	.3862
720	.3730
721	.3730
722	.3730
723	.3730
724	.3730
801	
802	.4203
803	.4203
804	.4203
805	.4203
806	.4203
807	.4203
808	.4203
809	.3520
810	.4072
811	.4072
812	.4072
813	.4072
814	.4203
815	.4203
816	.4203
817	.4072
818	.3520
819	.4072
820	.4203
821	.4072
822	.4072
823	.4072
824	.4072
901	.4072
902	
903	.4282
904	.4282
905	.4282
906	.4282
907	.4282
908	.4282
909	.4282
910	.3573
911	.4150
912	.4150
913	.4150
914	.4282
915	.4282
916	.4282
917	.4150
918	.3573
919	.4150
920	.4282
921	.4150
	.4150

922	.4150
923	.4150
924	.4150
1001	.4361
1002	.4361
1003	.4361
1004	.4361
1005	.4361
1006	.4361
1007	.4361
1008	.3625
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1107	.4439
1108	.3678
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1119	.4439
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1121	.4308
1122	.4308
1123	.4308
1124	.4308
PENTHOUSE	.7618