

KINGSBERRY HILL  
CONDOMINIUM TRUST

This Declaration of Trust made this the 2 day of Oct. 1987 by G.P. DEVELOPMENT INC., a Massachusetts Corporation of Hanover, Mass., (hereinafter referred to as the Declarant) and ARTHUR M. GRAHAM of Hanover, Plymouth County, Massachusetts, and RAYMOND PASSENTI of Norton, Bristol County, MA (hereinafter County, Massachusetts, (hereinafter referred to as the Trustees). The word Trustee or Trustees and any pronoun referring thereto, shall extend to and include their successors in Trust, except where otherwise provided.

ARTICLE I.

The Trust hereby created shall be known as "KINGSBERRY HILL CONDOMINIUM TRUST", and insofar as is practical, all business carried on by the Trustees and all instruments executed by the Trustees shall be in that name.

ARTICLE II.

PURPOSE

a) All the rights, powers and management of the common elements and facilities of Kingsberry Hill Condominium, as created by a Master Deed of even date, to be recorded herewith which are, according to the provisions of Massachusetts General Laws, Chapter 183A, conferred upon or exercisable by the organization of unit owners of said Condominium, and all property real and personal tangible and intangible, conveyed to the Trustees, or, subsequently conveyed to the Trustees hereunder, shall vest in

the Trustees as joint tenants with the right of survivorship as Trustees of this Trust, in Trust to manage, regulate, administer, to receive income therefrom, to dispose of all for the benefits and interest of the beneficiaries hereof, being the unit owners of record of said Condominium (hereinafter referred to as the unit owners), all as set forth in the Schedule of Beneficiaries hereinafter, and in accordance with Massachusetts General Laws, Chapter 183A. This Trust is the organization of unit owners established pursuant to said Chapter 183A for the purposes and with the powers set forth therein.

b) It is expressly declared that a Trust is hereby created and not a partnership or joint venture, and the unit owners are beneficiaries hereunder only, and not partners or associates, nor in any other relationship whatever between themselves with respect to the Trust property, and hold no relation to the Trustees other than beneficiaries, with the rights of beneficiaries and such other rights as are derived pursuant to said Massachusetts General Laws, Chapter 183A.

### ARTICLE III.

#### TRUSTEES

a) There shall be at all times be a Board of Trustees hereunder, consisting of not less than three (3) nor more than seven (7) as shall be determined from time to time by vote at the annual meeting of the unit owners; provided however, that until the Declarant of aforesaid Master Deed, ceases to be 25% owner of the beneficial interest hereunder, or

five (5) years which ever is sooner, the number of Trustees shall be two (2) persons consisting of the original Trustees or other persons designated by the Declarant. Within 120 days after the Declarant ceases to be entitled to a 25% beneficial interest (including subsequent phases) or five (5) years, whichever is sooner, the terms of office of the original Trustees shall be deemed vacant, but shall not expire until such vacancies have been filled as set forth hereunder. The purpose of the foregoing provision is to comply with the requirement imposed by the Federal National Mortgage Association (FNMA) necessitating the transfer of control of the Condominium to the Unit Owners as above provided. For this purpose, "control" means the right of the Declarant to control the Unit Owners' Association or its Board of Governors, the Condominium itself or the Unit Owners in any manner, except through votes allocated to Units owned by the Declarant on the same basis as votes pertaining to sold Units. Thereafter the number of Trustees shall be determined by a majority vote of the unit owners at their annual meeting. The Trustees shall be elected by a majority vote of unit owners at the annual meeting or at a special meeting as determined by majority vote of the unit owners, and said Trustees shall serve for a term of one (1) year, to become effective upon recording of a Certificate of Appointment to be signed by a majority of the then Trustees and the person or persons accepting such appointment.

In the event the number of Trustees shall become less than three

(3) or less than the number of Trustees last determined as aforesaid, a vacancy or vacancies in said office shall be deemed to exist. Each such vacancy shall be filled within 30 days by a special election of unit owners. If unit owners fail to fill such vacancy within 30 days, such appointment shall be filled by a majority vote of the remaining Trustees, or by the sole remaining Trustee if only one. Said appointment shall be effective upon the recording of a Certificate of Appointment and acceptance as aforesaid; upon the recording of Certificate as aforesaid, such person shall then be and become Trustee and shall be vested with all the powers and duties of an original Trustee. If for any reason any vacancy in the office of Trustees 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 all unit owners and Trustees and to such other parties in interest to whom the Court may direct that notice be given. The foregoing provisions of this section to the contrary notwithstanding, despite any vacancy in the office of Trustee, however, caused and for whatever duration, the remaining or surviving Trustees, subject to the provisions of the immediately following section, shall continue to exercise and discharge all of the powers, discretion and duties hereby conferred or imposed upon the Trustees.

b) In any matters relating to the administration of the Trust

hereunder and the exercise of the powers hereby conferred, the Trustees may act by a majority vote at any duly called meeting at which a quorum is present, as provided in Article V, covering "Meetings" in By-Laws Section H hereinafter set forth.

If the number of the Trustees hereunder shall become less than two (2), the then remaining or surviving Trustees shall have no power or authority whatsoever to act with respect to the administration of the Trust hereunder or to exercise any of the powers hereby conferred except as provided above with regard to appointment of Trustee to fill a vacancy. Trustees may also act without a meeting by instrument signed by a majority of their number.

c) Any Trustee may resign at any time by instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgement of deeds, and such resignation shall take effect upon the recording of such instrument with said Registry of Deeds. After reasonable notice and opportunity to be heard before the Board of Trustees, a Trustee may be removed from office with or without cause by an instrument in writing signed by unit owners entitled to not less than majority of the beneficial interest, such instrument to take effect upon the recording thereof with Bristol (North) Registry of Deeds.

d) Except as provided in Article V, c. 5., hereinafter, no Trustee named or appointed as hereinbefore provided, whether as original Trustee or as successor to or as substitute for another, shall be obliged to give any bond or surety or other security for the performance of any of his duties hereunder,

provided, however, that unit owners entitled to not less than a majority of the beneficial interest hereunder may at any time by instrument in writing signed by them and delivered to the Trustee or Trustees affected, require that any one or more of the Trustees shall give bond in such amount and with such sureties, as shall be specified in such instrument. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

e) No Trustee hereinbefore named or appointed, as hereinbefore provided, shall under any circumstances or in any event be held liable or accountable out of his personal assets or be deprived of compensation by reason of any action taken, suffered or omitted in good faith, or be so liable or accountable for more money or other property than he actually receives, or for allowing one or more of the other Trustees to have possession of the Trust books or property, or be so liable, accountable or deprived by reason of honest errors of judgment or mistakes of fact or law, or by reason of the existence of any personal or adverse interest, or by reason of anything except his own personal and willful malfeasance and defaults.

f) 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 to this Trust in which any Trustee shall be in any way interested by 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 Trustees 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 the dealing, contract or arrangement is entered into.

G) The Trustees and each of them shall be entitled to indemnify 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, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines. Each unit owner shall be personally liable for all sums lawfully assessed for his proportionate share of any claims involving the Trust property in excess thereof, all as provided in Section 6 and 13 of said Chapter 183A.

#### ARTICLE IV.

#### BENEFICIARIES AND BENEFICIAL

#### INTEREST

A) The beneficial interest in this Trust shall be held by the unit owners of "KINGSBERRY HILL CONDOMINIUM" according to Schedule "A" attached hereto and made a part hereof.

b). The beneficial interest of each unit of the Condominium shall be held and exercised as a single unit and shall not be divided among several owners of any such unit. Whenever any of said units is owned of record by more than one person the several owners of such unit shall designate in writing to the Trustees which owner shall cast the vote of said unit, said notice to be signed by all record owners. Said notice shall be effective upon receipt by the Trustees and may be changed at any time. In the absence of such notice by the unit owners, the Board of Trustees, by majority vote, shall designate anyone such owner for such purpose.

#### ARTICLE V.

##### BY-LAWS

The provisions of this Article shall constitute the By-Laws of this Trust and the organization of unit owners established hereby;

##### A.) POWERS OF THE TRUSTEES

The Trustees shall have control, management and disposition of the "Trust Property", (which term as used herein shall be deemed to mean the common elements of the Condominium, and any units or other property subsequently obtained) as if they were the owners thereof, subject only to the terms of this Trust and the provisions of Massachusetts General Laws, Chapter 183A. Said Trustees shall have the following enumerated powers without the necessity of applying to any Court or to the unit owners;

1) To retain the Trust property or any part thereof in the same form as when received, without liability for any loss resulting



therefrom;

- 2) To sell, transfer, exchange and otherwise deal with or dispose of Trust property or any part thereof free of all Trusts, at public or private sale to such person or persons and upon such terms as the Trustees in their discretion deem and including the power to take back mortgages to secure the whole part of the purchase price of any Trust property and to execute and deliver any deed or other instrument to effectuate the foregoing;
- 3) To purchase or otherwise acquire title to, and to rent or lease to or from others for terms which may extend beyond the termination of this Trust, any property or rights to property, real or personal, and to own, manage, use and hold such property and such rights;
- 4) To borrow or in any other manner raise such sum or sums of money or other property as they shall deem advisable in any manner and on any terms, and to evidence the same by notes, bonds, or other evidence of indebtedness, which may mature at a time or times, even beyond the possible duration of this Trust, and to execute and deliver any mortgage, pledge, or other instrument to secure any such borrowing;
- 5) 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, leases, subleases, easements, licenses, or concessions, upon such terms and conditions and with such stipulations and agreements as they shall deem desirable, even if the same extend beyond the

possible duration of this Trust;

6) To invest and to reinvest the Trust property, or any part or parts thereof, and from time to time and as often as they shall see fit, to change investments, including power to invest in all types of securities and other property, of whatsoever nature and however denominated, all to such extent as they shall deem proper and without liability for loss, even though such property or such investment shall be of a character or in an amount not customarily considered proper for the investment of Trust funds or which does or may not produce income;

7) To obtain and maintain such casualty and liability insurance on and with respect to the Trust property as they shall deem necessary or proper;

8) To incur such liabilities, obligations and expenses, and to pay from the principal or the income of the Trust property in their hands, and all such sums as they shall deem necessary proper, for the furtherance of the purposes of the Trust;

9) To determine as to all sums of money and other things of value received by them, whether and to what extent the same shall be deemed to be and shall be accounted for as principal or as income, and as to all charges or expenses paid by them, whether and to what extent the same shall be charged against principal or against income, including, without hereby limiting the generality of the foregoing, power to apportion and receipt or expense between principal and income, and power to determine what portion, if any, of the actual income received upon any asset

purchased or acquired at a premium or wasting investment shall be added to principal to prevent a diminution thereof upon the maturity or exhaustion of such asset or investment;

10) To vote in such manner as they shall think fit, any or all shares in any corporation or Trust which shall be comprised in the Trust property, and for that purpose, to give proxies to any person or persons or to one or more of their number, to vote, waive any notice, or otherwise act in respect of any such shares;

11) To guarantee performance of the obligations of others in any cases where they shall deem that if it is to the advantage of this trust that they give such guarantee;

12) 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;

13) To provide and contract for maintenance, repair, cleaning and other services to owners of units in the Condominium;

14) To enter and have such access into units in the Condominium as shall be reasonably necessary to the performance and exercise of the duties, obligations, rights and powers of the Trustees hereunder;

15) To employ, appoint and remove such agents, managers, officers, brokers, employees, servants, assistants and counsel, (which counsel or appointment may be a Trustee or Trustees or a firm of which a Trustee or Trustees are a member) as they deem proper, for the purchase, sale or management of the Trust property, or any part or parts thereof, or for conducting the general 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 such agent, manager, officer, broker, employee, servant, assistant or counsel any power incidental to the accomplishing of their job definition including such discretionary powers as the Trustees deem necessary to accomplish the said job description, except that the Trustees shall delegate no discretionary power with regards to amending or changing this Declaration, or appointment of successor Trustee, and the Trust hereby created shall not be delegated.

Without hereby limiting the generality of the foregoing, the Trustees shall, at least as often as annually, designate from their number, a Chairman, a Treasurer, a Secretary, and such other officers of the Board of Trustees as they deem fit, and may from time to time designate one of their own number to be the managing Trustee, for the management and administration of the Trust property and the business of the Trust, or any part or parts thereof; and set and pay the compensation for such service.

16) Generally, in all matters not herein otherwise specified to control, manage and dispose of the Trust property as if the Trustees were the absolute owners thereof and to for 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 the Trustees shall by the exercise and fulfillment of the powers and provisions set

forth in Article V, provide for the proper maintenance, repair and replacement of common areas and facilities of the Condominium vouchers for payment of such work shall be approved by any Trustee or any other designated by the Board of Trustees.

B. COMMON EXPENSES, PROFITS AND FUNDS

1) The unit owner shall be liable for common expenses and entitled to common profits of the Condominium in proportion to their respective percentage of beneficial interest as set forth in Article IV hereof. The Trustees may at any time or times distribute common profits among the unit owners in such proportions.

The Trustees shall set aside from regular assessments for common expenses of the Condominium an adequate reserve or contingent fund, and use the funds to set aside for reduction of indebtedness or other lawful capital purpose, or, subject to provisions of the following Sections C & D, use such funds for repair, rebuilding or restoration of the Trust property or for improvements thereto. Upon recording of this instrument, the Trustees shall establish a working capital fund segregated from other accounts, equal to at least two months estimated common charges for each unit to meet unforeseen expenditures or to purchase additional equipment or services. Amounts paid into the working capital fund are in addition to regular assessment for common expenses, and not to be considerate advance payments of regular assessments. Within sixty (60) days after the Declarant has conveyed the first unit, in each Phase respectively the

Declarant shall pay each unsold unit's share of the working capital fund to the Trustees. When the unsold units are sold, the Declarant shall be reimbursed by the purchaser.

2) At least thirty (30) days prior to the annual meeting of this Trust, and within thirty (30) days after the execution hereof, with respect to the portion of a fiscal year then remaining, the Board of Trustees shall estimate the common expenses expected to be incurred during such fiscal year, together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year.

The Trustees shall promptly render statements to the unit owners for their respective shares of such assessment according to their percentage of interest in the common areas and facilities, and such statements shall, if approved by majority vote of the unit owners, be due and payable on the first of each month in twelve (12) equal monthly installments, in advance. In the event that the Board of Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, the Board of Trustees shall make a supplemental assessment and render statements therefor in the manner aforesaid, and such statements, if approved by majority vote of unit owners, shall be payable and take effect as aforesaid. The amount of each installment, together with interest thereon, if not paid when due, at a rate equal to ten (10%) percent per annum

shall constitute a lien on the unit owner assessed, pursuant to provisions of Section 6 of said Chapter 183A.

#### C. INSURANCE

1) The Trustees shall obtain and maintain, to the extent available, Master policies of casualty and physical damage insurance for the benefit and protection of the Trustees and all of the unit owners, the Trustees hereunder, or one or more of the Trustees hereunder designated by them as Insurance Trustees for all the unit owners collectively of the Condominium and their respective mortgages to cover all the buildings and all other insurable improvements forming part of the common areas and facilities including the ventilation equipment, elevator and other service machinery, apparatus, equipment and installations comprised in the common areas and facilities, and also all such portions and elements of the units as are for insurance purposes normally deemed to constitute part of the building and customarily covered by such insurance; but not including (a) the furniture, furnishings or other personal property of the unit owners, or, (b) improvements within a unit made by the owners <sup>(\*)</sup> thereof subsequent to the first sale of such unit by the Declarant of the Master Deed, as to which it shall be the separate responsibility of the unit owners to insure. Such insurance shall, insofar as practicable, be maintained in an amount equal to not less than one hundred (100%) percent of the full replacement value, (exclusive of foundations) as determined by the Trustees (who shall review such value at least as often as

annually), of the insured property, and shall insure against (a) loss of damage by fire and other hazards covered by the standard extended coverage endorsement and (b) such other hazards or 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, and machinery explosion or damage. Such policies shall contain the standard mortgage clause.

2) All policies of casualty or physical damage insurance shall insofar as practicable, provide: (a) that such policies may not be cancelled, terminated or substantially modified as to amount of coverage or risk covered without at least thirty (30) days written notice to the insureds; (b) that notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such election may not be exercisable without the approval of the Trustees and may not be exercisable if in conflict with the terms of said Chapter 183A, the Trust, or these By-Laws; (c) for waiver of subrogation as to any claims (except claims involving arson or fraud) against the Trust, the Trustees, the manager, agents, employees, the unit owners and their respective employees, agents and guests, (d) for waivers of any defense based upon the conduct of any insured, and (e) in substance and effect that the insurer shall not be entitled to contribution as against any casualty insurance which may be purchased separately by unit owners and such policies will be primary even if a unit owner has other Insurance that covers



the same loss.

3) The Trustee or Trustees hereunder, designated as Insurance Trustee or Trustees as aforesaid, shall hold, use, apply and disburse the same in accordance with applicable provisions of the following Section D of this Article V. With respect to losses which affect portions or elements covered by such insurance of a unit, or more than one unit substantially the same or to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Trustees in a fair and equitable manner.

To the extent available, such policy shall contain a Demolition cost endorsement, contingent liability from operation of building laws endorsement, increased cost of construction endorsement and Steam Boiler coverage endorsement. (If needed) agreed amount and inflation guard endorsement.

The MAXIMUM deductible (if any) on such policy shall be the lesser of \$10,000.00 or 1% of the policy face amount.

4) The Trustees shall obtain comprehensive public liability insurance in such amounts and forms as shall be determined by the Trustees, covering the Trust, the Trustees, the unit owners and any manager or managing agent of the Condominium, with limits of not less than a single limit of One Million (\$1,000,000.00) Dollars for claims for bodily injury (including death) or property damage arising out of a single occurrence, and shall include, without limitation, legal liability of the insureds for bodily injury (including death) or property damage in connection

with the operation, maintenance, or use of the common areas and facilities, and liability arising out of law suits related to employment contracts of the Trust. All such policies shall provide to the extent that such clauses are so obtainable (1) that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including each unit mortgagee and (2) that the coverage thereof shall not be terminated for nonpayment of premiums without ten (10) days notice to all of the insureds including each mortgagee, and with an endorsement to cover liability of any insured to other insureds.

5.) The Trustees shall obtain and maintain in the name of the Trust blanket fidelity bond(s) for anyone, including said Trustees, who either handles or is responsible for funds held or administered by the Trustees or on behalf of the Trust, whether or not such persons receive compensation for their services. All expenses incident to any such bond(s) shall be charged as a common expense of the Condominium and shall name the Trust as an obligee.

Said fidelity bond(s) shall cover the maximum funds that will be in the custody of the Trustee or the Trust or its management agent at any time while the bond(s) are in force. In addition, the fidelity bond coverage must at least equal the sum of three (3) months' assessments on all units in the Condominium plus any reserve funds maintained in accordance with this Trust.

The fidelity bond(s) must include a provision for ten (10)

days' written notice to the Trust or Insurance Trustees before the bond(s) can be cancelled or substantially modified for any reason. The same notice must also be given to each servicer that services an FNMA or FHLMC mortgage in the Condominium.

A management agent that handles funds for the Trust shall be covered by its own fidelity bond in the same manner and to the same extent as provided above.

6.) The cost of all such insurance obtained and maintained by the Trustees, pursuant to provisions of this Section C, shall be a common expense.

#### D. REBUILDING, RESTORATION AND IMPROVEMENTS

1) In the event of any casualty loss to the common areas and facilities, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds the (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 a manner provided in paragraph (a) of Section 17 of said Chapter 183A.

If such loss as so determined does exceed 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) by the unit owners authorizing the Trustees to proceed with the necessary repair, rebuilding or restoration, and

(b) a copy of the provisions of said 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 (b) of said Section 17, M.G.L. Chapter 183A.

2) If and whenever the Trustees shall propose to make any improvements to the common areas and facilities of the Condominium, or shall be required in writing by the unit owners holding twenty-five (25%) percent or more of the beneficial interest in this Trust to make any such improvement, the Trustees shall submit to all unit owners (a) a form of agreement (which may be in several counterparts specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same, and (b) a copy of the provisions of Section 18 of Chapter 183A. Upon (a) the receipt by the Trustees of such agreement signed by unit owners holding seventy-five (75%) percent or more of the beneficial interest, the Trustees shall proceed with the improvements with the costs borne by all unit owners.

If such percentage exceeds fifty (50%) percent, the Trustees shall proceed to make the improvements specified with the cost borne by the unit owners so agreeing, all as provided in Massachusetts General Laws, Chapter 183A, Section 18.

3) If and whenever any unit owner shall propose to make an improvement to or affecting the common areas and facilities of the Condominium at such unit owners 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, the Trustees may, but shall not be obliged to, authorize such improvement to be made at the sole expense of the unit owners proposing the same, without the consent or approval of other unit owners, subject to contractual undertaking of the unit owner proposing such improvement as the Trustees in their reasonable discretion deem to be necessary or desirable in the circumstances.

4) Notwithstanding anything in the preceding paragraph 1 and 2 contained, (a) in the event that any unit owner or owners shall by notice in writing to the Board of Trustees 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 4 and such dispute shall not be resolved within thirty (30) days after such notice, then either the Board of Trustees or the dissenting unit owner or owners may submit the matter to arbitration, and for that purpose, one arbitrator shall be designated by the Board of Trustees, one by the dissenting unit owner or owners and a third by the two arbitrators so designated and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association and (b) the Trustees shall not in any event be obliged to proceed with any repair, rebuilding and restoration or any improvement, unless and until they have received funds in an amount equal to the estimate of the Trustees

of all costs thereof.

5) Provided further, nothing contained herein shall allow the Trustees to have an improvement or capital acquisition in excess of \$3,000.00 without first having obtained the approval of a majority in interest of the unit owners.

6) In the event of taking in condemnation or by eminent domain of part or all of the Condominium Property, the award made for such taking shall be payable to the Trustees or the Insurance Trustee for the benefit of the unit owners and their mortgage holders if such award amounts to twenty-five thousand (\$25,000.00) dollars or less. If the award amounts to more than twenty-five (\$25,000.00) dollars, it shall be payable to the Insurance Trustee, if one has been designated, and otherwise to the Trustees for the benefit of the unit owners and their mortgage holders.

Except as hereinafter provided, damage to or destruction of the Condominium Property shall be promptly repaired and restored by the Trustees using the proceeds of condemnation for that purpose, and the unit owners shall be liable for assessment for any deficiency; provided, if there is substantial total destruction of the property and seventy-five (75%) percent of the unit owners vote not to proceed with the repair and restoration of the Condominium, the Trustees or the Insurance Trustee, as the case may be, shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage. The Trust

shall represent the unit owners in any proceedings, negotiations, settlements or agreements with respect thereto, and each unit owner by acceptance of a unit deed shall be deemed to have appointed the Trust as an attorney-in-fact for that purpose.

#### E. RULES, REGULATIONS, RESTRICTIONS AND REQUIREMENTS

Subject to the provisions of Article XXIII of the Master Deed and with the written consent of Unit Owners representing at least 67% of the beneficial interest hereof for "Material Amendments" as defined by FNMA and FHLMC.

The Board of Trustees may, at any time and from time to time adopt, amend and rescind administrative rules and regulations governing the details of the operation and use of the common areas and facilities, and such restrictions on and requirements respecting the use and maintenance of the units and the use of the common areas and facilities shall be consistent with the provisions of the Master Deed and are designed to prevent unreasonable interference with the use by the unit owners of their units and of the common areas and facilities. The trustees may establish a schedule of fines for violations of said rules and regulations, which fine if unpaid may become a lien on the unit as unpaid assessments.

#### F. MEETINGS

1) The Board of Trustees shall meet annually on the date of the annual meeting of the unit owners and at such meeting shall elect the Chairman, Treasurer and Secretary as provided hereinbefore. Other meetings may be called by the Chairman 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 four (4) days before such meeting to each member of the Board of Trustees. One half of the number of Trustees shall constitute a quorum at all meetings, and such meetings shall be conducted in accordance with such rules as the Board of Trustees may adopt.

2) There shall be an annual meeting of the unit owners on the first Saturday of May in each year at 2:30 P.M. at the Condominium premises, or at such other reasonable place at a time (not more than twenty (20) days before or after said date) as may be designated by the Board of Trustees, given to the unit owners at least fourteen (14) days prior to the date designated.

Special meetings of the unit owners may be called at any time by the Board of Trustees and shall be called by them upon the written request of the unit owners entitled to more than thirty-three (33%) percent of the beneficial interest hereunder.

Written notice of any such meeting designating the place, day and hour thereof shall be given by the Board of Trustees to the unit owners at least seven (7) days prior to the date so designated.

At the annual meeting of the unit owners, the Board of Trustees shall submit reports of the management and finance of the Condominium.

Whenever at any meeting, the Board of Trustees proposes to submit to the unit owners any matter with respect to which approval or action by the unit owners is necessary or appropriate, the



notice of such meeting shall state and reasonably specify such matter.

#### G. NOTICES TO UNIT OWNERS

Every notice to any unit owner required under the provisions hereof, or which may be deemed by the Trustees necessary or desirable in connection with the declaration of Trust created hereby, or which may be ordered in any judicial proceeding, shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such unit owner by leaving such notice with him at his residence in "KINGSBERRY HILL CONDOMINIUM" or by mailing it, postage prepaid and addressed to such unit owner at his address as it appears upon the record of the Trustees, 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.

#### H. 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 owners and their respective mortgagees at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the unit owners a report of the operations of the Trustees for such year which shall include financial statements in such summary form and only in 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 six (6) months from the date of the receipt by him shall be deemed to have assented thereto.

The Board of Trustees shall cause an annual report of the receipts and expenditures of the Condominium to be made at the end of each fiscal year by an independent, disinterested, certified public accountant and a copy of said report shall be sent promptly to each Unit Owner. In addition, a copy of said report shall be kept on file at the office of the Association and shall be made available for inspection by the Unit Owners and their authorized agents during reasonable business hours.

#### I. CHECKS, NOTES, DRAFTS AND OTHER INSTRUMENTS

Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the name of the Trustees or of the Trust may be signed by any two Trustees, or by any person or persons to whom such power may at any time from time to time be delegated by not less than a majority of the Trustees.

#### J. 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

A. No purchaser, mortgagee, lender or other person dealing with

the Trustees as they then appear of record in said Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees hereunder or be affected with any notice, implied or actual, otherwise than by a certificate thereof, and such record or certificate shall be conclusive evidence of the personnel of said Trustees and of any changes therein. The receipts of the Trustees or any one or more of them for monies or things paid or delivered to them or him shall be effectual discharges therefrom to the persons paying or delivering the same and no person from whom the Trustees or any one or more of them shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was Trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees or any one or more of them purporting to be done in pursuance of any of the provisions or powers herein contained, or as to the regularity of the resignation or appointment of any Trustee, and any instrument of the new Trustee or an old Trustee purporting to be executed by the Trustees, unit owners or other persons herein required to execute the same shall be conclusive evidence in favor of any such purchaser or other persons dealing with the Trustees of the

matters therein recited relating to such discharge, resignation, or appointment or the occasion thereof.

B. No recourse shall at any time be had under or upon any note, bond, contract order, instrument, certificate, undertaking, obligation, covenant, or agreement, whether oral or written, made, issued, or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted, to be done by or on behalf of them or any of them against the Trustees individually, or against any such agent or employee or against any beneficiary, either directly or indirectly, by legal or equitable proceedings, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees, shall look only to the Trust property for payment under such contract or claim, or for the payment of any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees or Beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of unit owners under provisions hereof or under provisions of said Chapter 183A.

C. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees, shall ne deemed to have been entered into subject to the terms, conditions provisions and restrictions hereof, whether or not express

reference shall have been made to this instrument.

D. This Declaration of Trust and any amendments hereto, and any certificate herein required to be recorded and any other certificate or paper signed by said Trustees or any of them which it may be deemed desirable to record shall be recorded with said 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 the Trustees in office 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 to do any act, when duly acknowledged and recorded with said Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon.

#### ARTICLE VII.

##### AMENDMENTS AND TERMINATION

Subject to the provisions of Article XXIII of the Master Deed and the written consent of unit owners representing at least 67% of

the beneficial interest hereof for "Material Amendment as defined by FNMA.

A. The Trustees, with the written consent of not less than sixty-seven (67%) percent of the beneficial interest hereof, may from time time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent the Trustees first being duly indemnified against outstanding obligations and liabilities provided, however, that no such amendment, alteration, change or addition shall be effective;

a) if it would render this Trust contrary to or inconsistent with the requirements of Massachusetts General Laws, Chapter 183A

b) if its effect would be to alter or modify the beneficial interest of the unit owners as set forth in the Master Deed.

c) if done without the consent of the Declarant of the Master Deed prior to such time as he ceases to be the owner of at least twenty-five (25%) percent of the beneficial interest hereunder. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with Plymouth County Registry of Deeds of an instrument of amendment, alterations, additions or change, as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgement of deeds, by the Trustees, setting forth in full the amendment, alteration, addition or change and reciting the consent of the unit owners herein required to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of

all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes.

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

C. Upon the termination of this Trust, the Trustees may, subject to and in accordance with provisions of said Chapter 183A, sell and convert into money the whole of the Trust property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations shall divide the proceeds thereof, among and distribute in kind, at valuation made by them which shall be conclusive, all other property then held by them in Trust hereunder to the unit owner according to their respective percentage of beneficial interest hereunder. And in making any sale under this provision, the Trustees shall have the power to sell or vary any contract of sale and to resell without being answerable of 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

In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and singular, words denoting males include females and words denoting persons include individuals, firms, associates, associations, companies (joint stock or otherwise), trust and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. The cover, title, headings of different parts hereof, the table of contents and the marginal notes, if any, are inserted only for the convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the Trusts and powers and provisions herein contained shall take effect and be construed according to the Law of the Commonwealth of Massachusetts.

#### ARTICLE IX.

##### CONTROL

Sponsor- Developer's right to control and amend until such time as it ceases to own 25% of the beneficial interest is for the



purpose of insuring control until all Phases of the Condominium project is completed and activated.

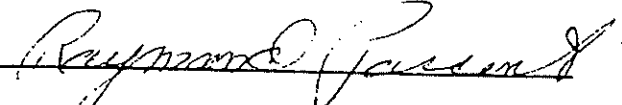
ARTICLE X.

RULES AND REGULATIONS

It is expressly stated that the section in the Rules and Regulations on "Pets" is part of the By-Laws.

IN WITNESS WHEREOF, the said G.P.DEVELOPMENT INC.has caused its corporate seal to be hereto affixed and these presents to be signed,acknowledged and delivered in its name and behalf by Raymond Passenti, President and Arthur M. Graham,Treasurer hereto duly authorized this 2 day of oct. 1987.

G.P. DEVELOPMENT INC.



Raymond Passenti, President



Arthur M. Graham,Treasurer

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS

10-2 1987

Then personally appeared the above named Raymond Passenti,President and Arthur M. Graham, Treasurer and

acknowledged the foregoing instrument to be the free act and deed of G.P.Development INC., before me.

*Robert J. Barrett*  
Notary Public  
My comm.expires: ~~11/27/91~~  
*Robert J. Barrett*

N WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HAND AND SEAL THIS THE 2 DAY OF oct 1987, accepting Appointment as Trustee.

*Raymond Passenti*  
Raymond Passenti, Tr.

*Arthur M. Graham*  
Arthur M.Graham, Tr.

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS

10-2 1987

Then personally appeared the above named Raymond Passenti and Arthur M. Graham and acknowledged the foregoing instrument to

be their free act and deed, before me.

*Robert J. Barrett*

Notary Public

My comm expires: 7/25/91

*Robert J. Barrett*