

OLD COLONY TOWNHOUSE CONDOMINIUM TRUST

THIS DECLARATION OF TRUST made this 20<sup>th</sup> day of November 1985 by, between and among Francis X. Carnata and Ruth Nyren, both of Norfolk County, Foxboro, Massachusetts and James A. Carnata of Bristol County, Attleboro,

Massachusetts, (hereinafter called the "Trustees", which term and any pronoun referring thereto shall be deemed to include their successors in trust hereunder and to mean the trustee or the trustees for the time being hereunder, wherever the context so permits). This trust has been enacted by and for the organization of unit owners of the Old Colony Townhouse Condominium, North Attleboro Massachusetts (hereinafter referred to as the "Condominium"), said Condominium having been created by Master Deed of even date and recorded immediately prior hereto of Old Colony Townhouses, Inc., and recorded with Northern Bristol Deeds herewith, (hereinafter referred to as the "Sponsor" which term shall include any assignee from Old Colony Townhouses, Inc. of the rights reserved to Sponsor in the Master Deed to add such units to the Condominium), submitting land in Walpole, Norfolk County, Massachusetts, as described in said Master Deed, to provisions of Chapter 183A, as amended, of the General Laws of the Commonwealth of Massachusetts.

See Book 6878 Page 58  
See Book 6878 Page 59  
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See B. 3047 P. 70  
See B. 3283 P. 91  
See Book 3991 Pg. 235

ARTICLE I  
Name of Trust

The Trust hereby created shall be known as the Old Colony Townhouse Condominium Trust (hereinafter called the "Trust"), and under that name, so far as legal, convenient and practicable, all business of the Trust shall be carried on.

ARTICLE II  
The Trust and Its Purpose

Section 1. All of the rights and powers in and with respect to the common areas and facilities of the Condominium which are as conferred by the provisions of Chapter 183A, as amended, of the Massachusetts General Laws exercisable by the organization of Unit Owners of the Condominium, and all property, real and personal, tangible and intangible, conveyed to or held by the Trustees hereunder, now or in the future, shall vest in the Trustees as joint tenants with the right of survivorship, as Trustees of this Trust, in trust, to exercise, manage and administer and to receive the income thereof, for the benefit of the owners of record from time to time of the Units of the Condominium (hereinafter called the "Unit Owners"), according to the schedule of undivided beneficial interest in the common areas and facilities (hereinafter referred to as the "beneficial interests") as set forth in Article IV hereof, and in accordance with the provisions of said Chapter 183A for the purpose therein set forth. The provisions of this Trust shall automatically become applicable to property which may be added to the Condominium upon the registration of an amendment to the Master Deed submitting such additional property to the provisions of said Chapter 183A as is provided for in the Master Deed of the Old Colony Townhouse Condominium.

Section 2. It is hereby expressly declared that a trust and not a partnership has been created, and that the Unit Owners are beneficiaries and not partners or associates among themselves with respect to the trust property, and hold no relation to the Trustees other than of beneficiaries, with only such rights as are conferred upon them as beneficiaries hereunder and under and pursuant to the provisions of said Chapter 183A of the General Laws.

## ARTICLE III

The Trustees

Section 1. There shall at all times be an odd number of Trustees consisting of such number, not less than three (3) nor more than seven (7), as shall be determined from time to time by vote of the Unit Owners entitled to not less than fifty-one percent (51%) of the beneficial interest hereunder, and as provided in Article III, Section 9 hereof, and Article V, Section 11C hereof; and all of the Trustees, at all times, except for the original Trustees and any succeeding Trustees designated by the Sponsor shall be Owners, spouses of Owners, or mortgagees of Units, or in the case of partnership or in the case of corporate Owners or mortgagees, shall be officers, stockholders or employees of such corporation or mortgagee, or in the case of fiduciary Owners or mortgagees shall be the fiduciaries or officers of employees of such mortgagees.

The first Trustees shall consist of Francis X. Cannata who shall serve until the earlier of (a) three (3) years after the recording of the Master Deed, or (b) thirty (3) days after the Sponsor conveys the sixtieth (60th) unit in the Condominium. Thereafter and until the Sponsor has sold all units in the Condominium, the Sponsor shall be entitled to designate one Trustee. Trustees designated by the Sponsor need not be Unit Owners.

If and whenever the number of such 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. If a vacancy occurs prior to the earlier of three (3) years after the registration of the Master Deed of thirty (30) days prior to the sale of the sixtieth (60th) unit the Sponsor shall designate the successor Trustee. Thereafter until all Units are sold, if the vacancy is Sponsor's Trustee, Sponsor shall designate the Successor Trustee. All other vacancies shall be filled by instrument in writing setting forth (a) the appointment of a natural person to act as such Trustee, signed (i) by Unit Owners entitled to not less than fifty-one percent (51%) of the beneficial interest hereunder who have voted to make such appointment, or (ii) if Unit Owners entitled to 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 sole 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 recording with the Northern Bristol County Registry of Deeds of a certificate of such appointment signed by the Sponsor and by a majority of the then remaining Trustees if any there be still in office or by said Unit Owners holding at least fifty-one percent (51%) of the beneficial interest if there be no such Trustees, or by the Sponsor alone if the new Trustee is Sponsor's designee, together with such acceptance, and such person shall then be and become such Trustee and shall be vested with the title to the trust property jointly with the remaining or surviving Trustees or Trustee without the necessity of any act of transfer or conveyance. 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 or Trustee and notice of all Unit Owners and Trustee(s) 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 to the contrary notwithstanding, despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining or surviving Trustee, subject to the provisions of the immediately following section, shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees. Except for those Trustees designated by the Sponsor, any other Trustee may be removed from office by an instrument in writing signed by Unit Owners holding not less than fifty-one percent (51%) of the beneficial interest hereunder.

Section 2. In any matters 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 is present, as provided in Article V, Section 11; provided, however, that in no event shall a majority consist of less

than (2) Trustees hereunder, and, if and whenever the number of Trustees hereunder shall become less than two (2), the then remaining or surviving Trustee, if any, 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 in Article III, Section 1. The Trustees may also act without a meeting by instrument signed by a majority of their number.

Section 3. Any Trustees may resign at any time by instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds and such resignation shall take effect upon the recording of such instrument with the Northern Bristol County Registry of Deeds.

Section 4. No Trustee named or appointed as hereinbefore provided, whether as an original Trustee or as a successor to or a substitute for another Trustee, 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 holding more than fifty-one (51%) percent of the beneficial interest hereunder may at any time by instrument in writing signed by them and delivered to the Trustee or Trustees affected required that any one or more of the Trustees shall give bond in such amount and with such sureties as shall be specified in such instrument. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

Section 5. With the approval of a majority of the Owners of Units not owned by the Sponsor, each Trustee may receive such reasonable remuneration for his services and also additional reasonable remuneration for extraordinary or unusual services, legal or otherwise, rendered by him in connection with the trusts hereof, all as shall be from time to time fixed and determined by the Trustees, and such remunerations shall be a common expense of the Condominium.

Section 6. 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 for 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 of 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 7. 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 Trustees' interest or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any 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 in any way interested be avoided nor shall any Trust 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 the dealing, contract or arrangement is entered into.

Section 8. 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 any or all of them in the execution of their duties hereunder or by reason of their appointment as Trustees, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines. Nothing contained in this paragraph shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument.

Section 9. All trustees, employees of the Trust, and volunteers responsible for handling funds belonging to or administered by the Trust shall be bonded against dishonest acts on their part in an amount at least equal to the sum of three (3) months assessments on all units in the condominium, plus the Owner's Association reserve funds, 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. All expenses incident to any such bonds shall be charged as a common expense of the Condominium.

Section 10. Except for the original Trustees and those Trustees designated by the Sponsor as provided for in Section 1 of this Article, each Trustees of the Old Colony Townhouse Condominium Trust shall hold office until the annual meeting of the Unit Owners next succeeding his appointment unless he is removed sooner, and each such Trustee shall continue in office after any such annual meeting until his respective successor has been duly appointed and has qualified as herein provided.

#### ARTICLE IV

##### Beneficiaries and the Beneficial Interest in the Trust

Section 1. The beneficiaries of this Trust shall be the Unit Owners of the Old Colony Townhouse Condominium for the time being. The beneficial interest in the Trust hereunder shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium, as set forth in Exhibit A attached hereto.

Section 2. Each time the Master Deed is amended to add additional Units to the Condominium, and the percentages of undivided interest in common areas and facilities appertaining to the Units of the Condominium are accordingly revised, the beneficial interest in this Trust shall, without more, be deemed to be divided among the Unit Owners in the same proportion as their respective revised percentages of interest in the common areas and facilities as stated in the Master Deed, as amended, each such amendment to the Master Deed being hereby incorporated in this Trust by this reference for the purpose of similarly revising each Unit Owner's beneficial interest hereunder. Such revised percentages of beneficial interest in this Trust shall be effective for all purposes, including without implied limitation for purposes of liability for common expenses,

rights to accumulated surplus, voting and quorum, on the date such amendment to the Master Deed is registered.

Section 3. The beneficial interest of each Unit of the Condominium shall, for those purposes which require or involve the exercise of ownership rights, be treated as one Unit, even though it may be owned by several owners.

To that end, whenever any of said Units is owned of record by more than one (1) 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 or designation, the Trustees may designate any one such owner for such purposes.

ARTICLE V  
OLD COLONY TOWNHOUSE CONDOMINIUM TRUST

By-Laws

The provisions of this Article V shall constitute the By Laws of this trust and the organization of Unit Owners established hereby, to wit:

Section 1. Powers of the Trustees

The Trustees shall, subject to and in accordance with all applicable provisions of said Chapter 183A and this Trust, have the absolute control and management of the trust property (which term as herein used shall insofar as applicable be deemed to include the common areas and facilities of the Condominium) as if they were the absolute owners thereof, free from the control of the Unit Owners (except as set forth in this trust instrument) and, without by the following enumeration limiting the generality of the foregoing or of any item in the enumeration, with full power and uncontrolled discretion, subject only to the limitations and conditions herein and in the provisions of said Chapter 183A, as amended, at any time and from time to time and without the necessity of applying to



any court or to the Unit Owners for leave so to do:

A. To retain the trust property, or any part or parts thereof, in the same form or forms of investment as received or acquired by them so far and so long as they shall think fit, without liability for any loss resulting therefrom;

B. To sell, assign, convey, transfer, exchange, and otherwise deal with or dispose of the trust property, other than the common areas and facilities of the Condominium, or any part thereof, free and discharged of any and all trusts, at public or private sale, to any person or persons, for cash or 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 to execute and deliver any deed or other instrument in connection with the foregoing;

C. To purchase or otherwise acquire title to, and to 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 to own, manage, use and hold such property and such rights;

D. 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, securities or other evidences of indebtedness, which may mature at any 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;

E. 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;

F. To invest and 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 of such extent as to them shall seem proper, and without liability for loss, even though such property or such investment shall be of a character or in an amount not customarily considered proper for the investment of trust funds or which does not or may not produce income;

G. To incur such liabilities, obligations and expenses and to 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 the trust;

H. to obtain and maintain such casualty and liability insurance on and with respect to the trust property as they shall deem necessary and proper;

I. To determine what, as to all sums of money and other things of value received by them, constitutes principal or income or surplus and to allocate between principal and income and to designate as a capital or surplus any of the funds of the trust;

J. 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 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;

K. To deposit any funds of the trust in any bank or trust company, and to 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;

L. To guarantee performance of the obligation of others in any leases where they shall deem that it is to the advantage of this Trust that they give such guaranty;

M. 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 Trustees shall not be answerable for the acts and defaults of any such person. The Trustees may delegate to any such agent, manager, officer, board, broker, engineer, architect, employee, servant, assistant or counsel any or all of their power (including discretionary powers, except that the power to join in amending, altering, adding to, terminating or changing this Declaration of Trust and the trust hereby created shall not be delegated) all for such times and purposes as they shall deem proper. Without hereby limiting the generality of the foregoing, the Trustees may designate from their number a Chairman, a Treasurer, a Secretary, and such other officers as they deem fit, and may from time to time designate one or more of their own number to be the Managing Trustee or Managing Trustees, for the management and administration of the trust property and the business of the trust, or any part or parts thereof;

N. Generally, in all matters not herein otherwise specified, to control, to 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, as amended, to manage the trust property as if the Trustees were the absolute owners thereof and to do any and all acts, including the execution of any instruments, which by their performance thereof shall be shown to be in their judgment for the best interest of the Unit Owners.

Section 2. Maintenance and Repair of Units

The Unit Owners shall be responsible for the proper maintenance and repair of their respective Units and exclusive use area(s), if any, and the maintenance, repair and replacement of utility fixtures therein serving the same, including, without limitation, interior finish walls, ceilings and floors; the interior portions of windows and window frames, and interior window trim; doors; the interior portions of door frames and interior door trim; plumbing and sanitary waste fixtures and fixtures for water and other utilities; heating and airconditioning systems and fixtures; electrical fixtures and outlets; and all wires, pipes, drains and conduits for water, sewerage, electrical power and light, telephone and any

other utility services which are contained in and exclusively serve such Unit. If the Trustees shall at any time in their sole discretion determine that the interior of a Unit is in such need of maintenance or repair, that the market value of one or more other Units is being adversely affected, or that the condition of a Unit or any 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 whose Unit is in need of work and to enter upon and have access to such Unit for the purpose, and the cost of such work shall constitute a lien upon such Unit and the Unit Owner thereof shall be personally liable therefor.

Section 3. Maintenance, Repair and Replacement of Common Areas and Facilities and Assessment of Common Expenses Therefor

The Trustees shall be responsible for the proper maintenance, repair and replacement of the common areas and facilities of the Condominium (see Article V, Section 5 for specific provisions dealing with repairs and replacement necessitated because of casualty loss) and such may be done through the Managing Agent, or any others who may be so designated by the Trustees, may approve payment of vouchers for such work, and the expenses of such maintenance, repair and replacement shall be assessed to the Unit Owners as common expenses of the Condominium at such times and in such amounts as provided in Article V, Section 4.

Section 4. Common Expenses, Profits and Funds

A. The Unit Owners shall be liable for common expenses and, subject to the Trustees' judgment as to reserve and contingent liability funds described below, shall be entitled to common profits of the Condominium in proportion to their respective percentages of beneficial

interest as determined 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, to such extent as they deem advisable, set aside common funds of the Condominium as reserve or contingent funds, 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 paragraphs B and C of this Article V, Section 4, and subject to the provisions of Section 17 and Section 18 of Chapter 183A of the General Laws, 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.

B. 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 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 percentages of interest in the common areas and facilities, and such statements shall, unless otherwise provided therein, be due and payable within thirty (30) days after the same are rendered. In the event an annual assessment is not made as above-required, an assessment shall be presumed to have been made in the amount of the last prior assessment. In the event that the 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 Trustees shall make a supplemental assessment or assessments and render statements therefor in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. Assessments for common expenses shall commence upon conveyance of the first unit, provided, however, that unsold units shall be assessed at one half of the full assessment for a period of sixty (60) days after conveyance of the first unit, at which time such units shall commence payments of full assessments.

The foregoing assessment provision applies solely to declared phases. The Trustees may in their discretion provide for payment of statement sin monthly or other installments. The amount of each such statement shall be a personal liability of the Unit Owner and if not paid when due shall carry a late charge at a rate equal to the First Bank of Boston prime interest rate at the time such payment was due, and together with any such late amount or charge and any attorneys' fees for collection as hereinafter provided, shall constitute a lien on the Unit of the Unit Owner assessed pursuant to provisions of Section 6 of said 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 Trustees in collection of said assessments for common expenses and enforcement of said lien.

C. The Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by provisions of said Chapter 183A.

Section 5. Rebuilding and Restoration

A. (1) In the event of any casualty loss solely to the trust property, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten percent (10%) of the value of the Condominium immediately prior to the casualty and shall notify all Unit Owners of such determination. If such loss, as so determined, does not exceed ten percent (10%) of such value, the Trustees shall proceed with the necessary repairs and restoration in the manner provided in paragraph (a) of Section 17 of Chapter 183A.

(2) If such loss, as so determined, does exceed ten percent (10%) of such value, the Trustees shall forthwith submit to all Unit Owners and holders of all mortgages (a) a form of agreement (which may be in several counterparts) specifying the estimated value of such loss, the amount of available common funds, including the proceeds of any insurance for that purpose to the extent they are determinable and authorizing the Trustees to proceed with the necessary repairs and restoration, and (b) a copy of Chapter 183A, Section 17. Upon receipt by the Trustees of such agreement signed by seventy-five percent (75%) or more of the Unit Owners and the holders of mortgages thereon, the Trustees shall proceed with the

necessary repairs and restoration. In any event, 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.

B. In the event of any casualty loss solely to one or more Units in the Condominium, the Trustees shall, subject to the assent of holders of mortgages on the Units so affected, forthwith proceed with the necessary repairs and restoration using the proceeds of any insurance for that purpose and the cost of repair and restoration of the damaged Unit or Units in excess of any available insurance proceeds shall be a common expense and each Unit Owner shall be assessed his share of such excess cost in proportion to his respective undivided ownership in the common areas and facilities; provided, however, that to the extent such cost in excess of insurance proceeds is the result of a lack of insurance coverage caused by the failure of a Unit Owner promptly and accurately to report improvements made by him to his Unit pursuant to Section 6, below, the excess cost resulting from such failure shall be borne solely by said Unit Owner so failing to report the same. The extent to which the cost in excess of insurance proceeds is attributable to a Unit Owner failing to report improvements as aforesaid shall be as determined by the Trustees.

C. In the event of any casualty loss to the trust property and to one or more Units, the Trustees shall, in the manner set forth in paragraph A(1) and A(2) of this Section 5, determine whether the trust property is to be repaired and restored and if so, the Trustees shall first proceed, if practicable, with the necessary repairs and restoration of the same in accordance with the provisions of said paragraphs, and thereafter the Trustees shall proceed with the necessary repairs and restoration of the damaged Units in the manner provided in paragraph B of Section 5.

D. Any repair or restoration shall be substantially in accordance with the Plans and Specifications for the buildings and individual Units as originally constructed and improved and any deviation therefrom shall be subject to the approval of the Trustees and the holders of all mortgages from Sponsor.

E. Notwithstanding to the contrary in the preceding paragraphs contained, (a) in the event that any Unit Owner or Owners shall,

by notice in writing to the 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, and such dispute shall not have been resolved within thirty (30) days after such notice, then either the 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 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 or restoration unless and until they have received funds in an amount equal to the estimate of the Trustees of all costs thereof.

Section 6. Improvements to Units

Each Unit Owner shall have the right to perform decorative or cosmetic improvements to his Unit and shall promptly notify the Trustees of such improvements, the value of which exceeds Five Thousand (\$5,000.00) Dollars. Such notice shall state in reasonable detail the nature of the improvements and the value thereof. No Unit Owner shall make any improvements to a Unit of a structural nature without the prior written consent of the Trustees.

Section 7. Improvements to Common Areas and Facilities

If and whenever the Trustees shall propose to make any improvement to the common areas and facilities of the Condominium or shall be requested in writing by Unit Owners holding more than a thirty percent (30%) interest hereunder, to make any such improvement, the Trustees shall submit to all the 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 said Chapter 183A. Upon (1) the receipt by the Trustees of such agreement signed by seventy-five percent (75%) of the Unit Owners or (2) the expiration of ninety (90) days after such agreement was first submitted to the Unit Owners, whichever of said events (1) and (2) shall first occur, the Trustees shall notify all the Unit Owners of the percentage of Unit Owners



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

Section 8. Rules, Regulations, Restrictions and Requirements

The 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 as are consistent with 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.

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Section 9. Managing Agent

The Trustees may, at their discretion, appoint a manager or managing agent with compensation and on such other terms and conditions as the Trustees deems in the best interest of the Condominium, to administer the Condominium, who shall perform such duties in the administration, management and operation of the Condominium, including the incurring of expenses, the making of disbursements and the keeping of accounts, as the 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 or such manager or managing agent may from time to time determine. One or more of the Trustees may act as manager or managing agent, or may be an officer, employee or have an interest in any corporation, partnership, trust or other entity employed by the Trustees or manager or managing agent for the Condominium.

Section 10. Insurance

A. (1) The Trustees shall obtain and maintain to the extent available, master policies of casualty and physical damage insurance naming the Trust, the Trustees and all of the Unit Owners

as the insured with proceeds payable to the Trustees as Insurance Trustees for the benefit of the Trust, the Trustees, the Unit Owners, and their respective mortgagees as their interest may appear and covering the buildings and all other insurable improvements forming part of the Condominium, including the common areas and facilities, all of the Units (but not including the furniture, furnishings, after-installed wall and floor coverings and other personal property of the Unit Owners therein), together with the service machinery, apparatus, equipment and installations located in the Condominium and existing for the provisions of central services for common use, in an amount no less than one hundred percent (100%) of their full replacement value (exclusive of foundations) as determined by the Trustees, against (1) loss or damage by fire and all other hazards covered by the standard extended coverage endorsement and (2) such other hazards of risk 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, boiler and machinery explosion or damage.

(2) All policies of casualty or physical damage insurance shall provide (a) that such policies may not be cancelled or substantially modified without at least thirty (30) days written notice to the insureds and each unit mortgagee, (b) that, notwithstanding any provision thereof which gives 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, or where in conflict with the terms of the Trust or these By-Laws, (c) that the coverage thereof shall not be terminated for non-payment of premiums without thirty (30) days' notice to all of the insureds and each unit mortgagee, (d) waivers of any defense based upon the conduct of any insured and (e) provisions to the effect that the insurer shall not be entitled to contribution as against any casualty insurance which may be purchased by individual Unit Owners as hereinafter permitted.

(3) The Trustees, as Insurance Trustees under these By-Laws, shall receive all casualty loss insurance proceeds as are paid to them and shall hold, use and disburse the same for the purposes

and in the manner set forth in this Section and in Article V, Section 5, above. If rebuilding, repair or restoration is to be made pursuant to Article V, Section 5 above, all insurance loss proceeds shall be disbursed to defray the cost of repair, rebuilding or restoration of the damaged trust property and/or the one or more damaged Units. If there are insurance proceeds in excess of the cost of repairs and restoration, the Trustees shall distribute the same to each Unit Owner in the same proportion which the amount of insurance premiums paid by a Unit Owner bears to the aggregate amount of insurance premiums for the then outstanding insurance coverage paid by all Unit Owners, subject to the right of all mortgagees to receive the same.

(4) Upon notification of improvements to be made to a Unit, the Trustees shall promptly notify the insurer of the Condominium and increase the amount of coverage on the aforementioned policy by an amount at least equal to the value of the improvements made by the Unit Owner. Any increase in insurance premiums resulting from the increase in coverage as aforesaid shall be paid by the Unit Owner as an addition to his share of the common expenses of the Condominium.

(5) The Trustees shall re-appraise the value of the Condominium including the common areas and facilities and each of the Units annually and, if necessary, shall increase the amount of coverage on the aforementioned master policy accordingly.

B. (1) The Trustees shall also obtain and maintain master policies of insurance of the following kinds naming the Trust, the Trustees, and the Unit Owners as named insureds:

- (a) comprehensive public liability insurance in such amounts and forms as shall be determined by the Trustees with not less than a single limit of one million dollars for claims for bodily injury or property damage arising out of one occurrence and with cross liability endorsement to cover liability of any insured to other insureds, (b) workmen's compensation and employees liability insurance covering any manager, agent or employee of the Trust but excluding any independent agent or manager, and (c) such other insurance as the Trustees deem appropriate.

(2) All such policies shall provide: (a) that such policy may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to all of the insureds, (b) that the coverage thereof shall not be terminated for non-payment of premiums without thirty (30) days notice to all of the insureds, (c) waiver of subrogation as to any claims against the Trust, the Trustees, the manager, agents, employees, the Unit Owners and their respective employees, agents and guest, (d) waiver of any defense based on the conduct of any insured, and (e) provisions to the effect that the insurer shall not be entitled to contribution as against other insurance which may be purchased by individual Unit Owners as hereinafter permitted.

C. The cost of such insurance to be obtained and maintained by the Trustees shall be a Common Expense pursuant to Article V, Section 4, supra, except as to the cost of additional insurance for improvements.

D. Each Unit Owner or his mortgagee may obtain additional insurance at his own expense provided that all such insurance shall contain provisions similar to those contained in the Trust's master policy waiving the insurer's right to subrogation and contribution. If the proceeds from the Master policies on account of any casualty loss shall be reduced due to proration with insurance individually purchased by a Unit, such Unit Owner agrees to assign the proceeds of such individual insurance to the extent of the amount of such reduction to the Trustees to be distributed as above provided.

#### Section 11. Meetings

A. The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect a Chairman, Treasurer, Secretary, and any other officers they deem expedient. Other meetings may be called by any Trustee (if there be no more than three then in office) or by any two Trustees (if there be more than three then in office) 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 two days before such meeting to each Trustee. A majority of the number of Trustees then in office shall constitute:

a quorum at all meetings, and such meetings shall be conducted in accordance with such rules as the Trustees may adopt.

B. There shall be an annual meeting of the Unit Owners on the second Monday of June in each year at 7:00 P.M. at such reasonable place and time (not more than twenty days before or after said date) as may be designated by the Trustees given to the Unit Owners at least fourteen (14) days prior to the date so designated. Special meetings (including a special meeting in lieu of an 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 (33%) percent of the beneficial interest hereunder. Written notice of any such meeting of any such 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. At the annual meeting of the Unit Owners the Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Trustees propose to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter. Unit Owners may also transact business without a meeting if all Unit Owners entitled to vote on the matter consent to the action by a writing filed with the records of meetings of Unit Owners. Such consent shall be treated for all purposes as a vote at a meeting.

As used herein the term "majority of Unit Owners" or "a majority in interest of Unit Owners" shall mean those Unit Owners having more than fifty percent (50%) of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners. The presence in person or by proxy of a majority of Unit Owners shall constitute a quorum at all meetings of the Unit Owners. The vote of a majority of Unit Owners present at a meeting at which a quorum shall be binding upon all Unit Owners for all purposes except where in the Master Deed, this Trust, or by law, a higher percentage vote is required.

If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority in interest of the Unit Owners who

are present at such meeting, either in person or by proxy, shall adjourn the meeting, either in person or by proxy, shall adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

C. At the annual meeting of the Unit Owners, the Unit Owners shall elect at least three (3) and not more than seven (7) trustees to serve terms of one (1) year. Each Trustee shall be elected by at least fifty-one percent (51%) of the Unit Owners, except as provided for in Article III, Section 1 and Section 9.

Section 12. 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 execution of the 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 is given by one of more of the Trustees to such Unit Owners by leaving such or by mailing it postage prepaid, and addressed to such Unit Owner at his address as it appears upon the records of the Trustees, if other than at his Unit in the Old Colony Townhouse Condominium or by delivery or mailing the same to such Unit if such Unit so appears or if no address so appears, at least seven (7) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given.

Section 13. Inspection of Books; Reports to Unit Owners

Book, accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees and the Unit Owners at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or oftener 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 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 thirty (30) days of the date of the receipt by him shall be deemed to have assented thereto.

Section 14. 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 or certificates executed pursuant to Mass. Gen. Laws, Ch. 183A section 6(d) 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 be delegated by not less than a majority of the Trustees.

Section 15. Seal

The Trustees may sign any instrument under seal without being required to affix a formal, common or wafer seal.

Section 16. Fiscal Year

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

Section 17. Notice of Default to Mortgagees

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

ARTICLE VI

Rights and Obligations of Third Parties Dealing with the Trustees

Section 1. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in said Norfolk Registry District shall be bound to ascertain or inquire further as to the persons who are then Trustees hereunder, or be affected by any notice, implied or actual, other 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 the resignation or appointment of a new Trustee or resignation of any old Trustee purporting to be executed by the Trustees, Unit Owners or other persons herein required to execute the same. A certificate of the Trustees shall be conclusive evidence in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation or appointment of the occasion thereof.

Section 2. Except as provided in Massachusetts General Laws, Chapter 183A, as amended, 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 of the Trustees, or by reason or 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 nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under provisions of Section 8 of Article III hereof or under provisions of said Chapter 183A as amended.

Section 3. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant, or agreement whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether of not express reference shall have been made to this instrument.

Section 4. This Declaration of Trust and any amendments hereto and any certificate herein required to be registered and any of



then which it may be deemed desirable to record with Northern Bristol County Registry of Deeds and such record shall be deemed conclusive evidence of the contents and effective 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 Northern Bristol County Registry of Deeds. Any certificate executed by two (2) Trustees in office at the time, setting forth 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 Northern Bristol Deeds shall be conclusive evidence as to the existence of such alleged facts, including the Trustees' identity, in favor of all third persons, acting in reliance thereon. Any certificate executed by two (2) Trustees in office at the time, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustee or majority, as the case may be, shall, as to all persons acting in good faith in reliance thereon, be conclusive evidence of the Trust, of the statements made in such certificate and of the existence of the facts therein set forth.

Section 5. To the extent permitted by law, any first mortgagee or mortgagee of Sponsor who comes into possession of a Unit pursuant to the remedies provided in its mortgage, foreclosure of such mortgage or deed in lieu of foreclosure shall take such Unit free of any claims for unpaid common expenses or assessments against such Unit which accrue prior to the time such mortgagee comes into possession of such Unit.

#### ARTICLE VII

##### Amendments and Termination

Section 1. The Trustees, with the consent in writing of Unit Owners holding more than seventy-five percent (75%) of the beneficial interest hereunder and assented to by all holders of mortgages on such Units, 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; provided the Trustees are first indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided further that no such amendment, alteration, addition or change (a) made without the approval or consent of the Sponsor, until they had sold 21 Condominium Units, (b) according to the purport of which the percentage of the beneficial interest hereunder of any Unit Owner would be altered or in any manner or to any extent whatsoever modified or affected so as to be different from the percentage of the individual interest of such Unit Owner in the common areas and facilities as set forth in the Master Deed, or (c) which would render this trust contrary to or inconsistent with any requirements or provisions of said Chapter 183A, as amended, 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 said Northern Bristol 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 a majority of the Trustees then in office 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 registered, 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 or third persons and for all other purposes. Nothing in this paragraph contained 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.

Notwithstanding the foregoing, this Trust shall not be amended in any manner which would alter, diminish, terminate or in any other way adversely affect any rights specifically granted to or reserved by the Sponsor pursuant to this Trust or the Master Deed.

Notwithstanding anything to the contrary contained in this Declaration of Trust, the Trustees must, without the consent of any Unit Owner or Mortgagee of a Unit in either Phase I or any

subsequent Phase, amend this Declaration of Trust, from time to time, so as to add the Unit Owners of Phase II or any subsequent Phase as beneficiaries of the Old Colony Townhouse Condominium in the percentage interests

set forth in Amendments to this Declaration of Trust, upon Amendment of the Master Deed by the Sponsor pursuant to Paragraph

10 of said Master Deed, and said trustees shall be entitled to amend this trust without the consent of any unit owner or mortgagee of a unit as to conform the

Section 2. The Trust hereby created shall terminate upon the removal of the Condominium from the provisions of said Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said Chapter and the assent of the holders of all mortgages on all Units.

Section 3. Upon the termination of this Trust, the Trustees may, subject to and in accordance with provisions of said Chapter 183A, as amended, sell and convert into money the whole of the trust property or any part or parts thereof, and, after paying or returning all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them which shall be conclusive, all other property then held by them in trust hereunder, to the Unit Owners and their mortgagees as their interests may appear according to their respective percentages of beneficial interest hereunder. And in making any sale under this provision the Trustee shall have power to sell by public auction or private contract and to buy in or rescind or vary any contract of sale and to resell without being answerable for less 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.

documents to recording mortgage market requirements and/or to correct any error or omissions to this trust document so long as any such amendment does not change the beneficial ownership interest of the unit owners of Old Colony Townhouse Condominium

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, associations, companies (joint, stock or otherwise), trusts and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. The cover, title, headings or different parts hereof, and the marginal notes, if any, are inserted only for convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the trust, 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 said Chapter 183A, as amended, shall have the same meaning herein.

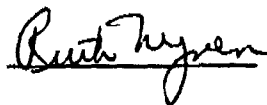
ARTICLE IX

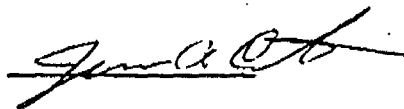
The Trustees intend that the provisions of this Declaration of Trust shall comply with the requirements of the Federal Home Loan and Mortgage Corporation and Federal National Mortgage Association with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention. See Exhibit A attached hereto.

IN WITNESS WHEREOF, the undersigned, being the original Trustees, have signed these presents as such Trustees as of the date first set forth above, and hereby accept appointments as such Trustees and agree to be bound by and act in accordance with the foregoing provisions of the Trust and any duly enacted amendments thereof.

  
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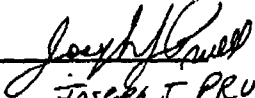
COMMONWEALTH OF MASSACHUSETTS

NORFOLK, SS.

November 25 1985

Then personally appeared the above-named Francis X. Cannata

Trustees as aforesaid, and acknowledged the foregoing instrument  
to be his free act and deed, before me

  
\_\_\_\_\_  
Joseph T. PRUELL

My commission expires: January 13, 1989

OLD COLONY TOWNHOUSE CONDOMINIUM

TRUST

EXHIBIT "A"

Percentage interest in Common Areas and Facilities of Units in Phase I initially and upon the creation of additional Phases for the Condominium.

Unit No.	Phase I	If Phase I & II	If Phase I, II & III	If Phase I, II, III & IV	If Phase I, II, III IV & V	If Phase I, II, III IV, V & VI
1	8.3333	4.1666	2.9412	2.1739	1.8868	1.470588
2	"	"	"	"	"	"
3	"	"	"	"	"	"
4	"	"	"	"	"	"
5	"	"	"	"	"	"
6	"	"	"	"	"	"
7	"	"	"	"	"	"
8	"	"	"	"	"	"
9	"	"	"	"	"	"
10	"	"	"	"	"	"
11	"	"	"	"	"	"
12	"	"	"	"	"	"
13	"	"	"	"	"	"
14	"	"	"	"	"	"
15	"	"	"	"	"	"
16	"	"	"	"	"	"
17	"	"	"	"	"	"
18	"	"	"	"	"	"
19	"	"	"	"	"	"
20	"	"	"	"	"	"
21	"	"	"	"	"	"
22	"	"	"	"	"	"
23	"	"	"	"	"	"
24	"	"	"	"	"	"
25	"	"	"	"	"	"
26	"	"	"	"	"	"
27	"	"	"	"	"	"
28	"	"	"	"	"	"
29	"	"	"	"	"	"
30	"	"	"	"	"	"
31	"	"	"	"	"	"
32	"	"	"	"	"	"
33	"	"	"	"	"	"
34	"	"	"	"	"	"
35	"	"	"	"	"	"

Unit No.	Phase I	Phase I & II	Phase I, II & III	Phase I, II, III & IV	Phase I, II, III, IV & V	Phase I, II, III, IV, V & VI
36				"	"	"
37				"	"	"
38				"	"	"
39				"	"	"
40				"	"	"
41				"	"	"
42				"	"	"
42				"	"	"
44				"	"	"
45				"	"	"
46				"	"	"
47					"	"
48					"	"
49					"	"
50					"	"
51					"	"
52					"	"
53					"	"
54						"
55						"
56						"
57						"
58						"
59						"
60						"
61						"
62						"
63						"
64						"

NOTE: The percentage ownership interest of each unit in the common areas and facilities has been determined upon the basis of the approximate relation that the fair value of each unit measured as of the date of the Master Deed bears to the aggregate fair value of all units declared, also measured as of the date of this Master Deed. An amended Exhibit C setting forth percentage ownership interest for units included in subsequent phases in keeping with the above formula shall be recorded with the inclusion of each subsequent phase.

AMENDMENT

24724

OLD COLONY TOWNHOUSE CONDOMINIUM TRUST

We, Francis X. Cannata and Ruth Nyren, both of Foxboro, Norfolk County, Massachusetts, and James A. Cannata of Attleboro, Bristol County, Massachusetts Trustees of Old Colony Townhouse Condominium Trust pursuant to a Declaration of Trust dated November 25, 1985 and recorded with Northern Bristol Registry of Deeds on December 3, 1985 in Book 2863, Page 126, pursuant to Article VII, Section I, hereby amend said Trust as follows:

1. The 18th line of the Declaration of Trust refers to locus as being situated in Walpole, Norfolk County, Massachusetts. Said 18th line is amended by deleting the words "Walpole, Norfolk" and inserting in place thereof the words North Attleborough, Bristol.

2. At Article No. 12 in Book 2863, Page 99 of the Master Deed for Old Colony Townhouse Condominium, the three initial trustees are named. Article III of said Old Colony Townhouse Condominium Trust is hereby amended by adding the names of the trustees other than Francis X. Cannata, to wit, Ruth Nyren and James A. Cannata to line fifteen (15) of said Article III at Northern Bristol County Registry of Deeds Book 2863, Page 128.

3. Exhibit A of said Trust is amended by adding to the columns marked "Unit No." and the column marked "If Phase I, II, III, IV, V and VI" the following references to Units:

"65"	1.470588
"66"	1.470588
"67"	1.470588
"68"	1.470588

The foregoing amendments are intended to correct technical mistakes and omission in said Condominium Trust.

Norwood Cooperative Bank as the holder of two mortgages and an Assignment of Rents assents of said amendment.



Executed as an instrument under seal this 16<sup>th</sup> day of June, 1986.

NORWOOD COOPERATIVE BANK

By Ronald G. McElman  
Ronald G. McElman

Francis X. Carnata  
Francis X. Carnata

Ruth Nyren  
Ruth Nyren

James A. Carnata  
James A. Carnata

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

Jun 16, 1986

Then personally appeared the above-named Francis X. Carnata, Ruth Nyren and James A. Carnata and acknowledged the foregoing instrument to be their free acts and deeds, before me

Joseph J. Pruell  
Joseph J. Pruell - Notary Public  
My Commission Expires: January 13, 1989

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

Jun 16, 1986

Then personally appeared the above-named Ronald G. McElman, vice president as aforesaid and acknowledged the foregoing instrument to be the free act and deed of the Norwood Cooperative Bank, before me

Joseph J. Pruell  
Joseph J. Pruell - Notary Public  
My Commission Expires: January 13, 1989

REC'D JUN 25 1986 AT 9 - 00 AM AND RECORDED

OLD COLONY TOWNHOUSE CONDOMINIUM TRUST

We, Francis X. Carnata and Ruth Nyren, both of Foxboro, Norfolk County, Massachusetts, and James A. Carnata of Attleboro, Bristol County, Massachusetts Trustees of Old Colony Townhouse Condominium Trust pursuant to a Declaration of Trust dated November 25, 1985 and recorded with Northern Bristol Registry of Deeds on December 3, 1985, in Book 2863, Page 126, as amended, pursuant to Article VII, Section I, hereby amend said Trust as follows:

Article III, Section 1 is hereby amended as follows:

The word sixtieth (60th.) as stated on line seventeen and eighteen of said Section 1, of Article III and again on line twenty seven of said Section 1, Article III is hereby deleted and in place thereof the word fifty-first (51st.) is hereby inserted.

This change is to assure that the Condominium Trust is in conformity with FWA/FHMC regulations.

The foregoing amendments are intended to correct technical mistakes and omission in said Condominium Trust.

Norwood Cooperative Bank as the holder of two mortgages and an Assignment of Rents assents of said amendment.

Old Colony Townhouses, Inc., as Sponsor assents to this amendment.

Executed as an instrument under seal this 4th. day of December, 1986

NORWOOD COOPERATIVE BANK  
By Terrill H. Cowan  
Terrill H. Cowan-Vice President

Francis X. Carnata  
Francis X. Carnata

Ruth Nyren  
Ruth Nyren

OLD COLONY TOWNHOUSES, INC.  
By Ronald G. McElman  
Ronald G. McElman-Treasurer

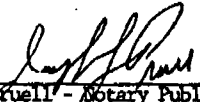
James A. Carnata  
James A. Carnata

THE COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

December 4, 1986

Then personally appeared the above-named Francis C. Carnata, Ruth Nyren and James A. Carnata and acknowledged the foregoing instrument to be their free act and deed, before me.

  
\_\_\_\_\_  
Joseph J. Pruett - Notary Public

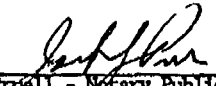
My Commission Expires: January 13, 1989

THE COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss.

December 4, 1986

Then personally appeared the above-named Terrill H. Cowan, Vice-President as aforesaid and acknowledged the foregoing instrument to be the free act and deed of the Norwood Cooperative Bank, before me.

  
\_\_\_\_\_  
Joseph J. Pruett - Notary Public

My Commission Expires; January 13, 1989

REC'D JAN 12 1987 AT 9 - 54 AM AND RECORDED

## OLD COLONY TOWNHOUSE CONDOMINIUM TRUST

EXHIBIT B  
SECONDARY MARKET REQUIREMENTS

It is the intention of the Declarant that the Condominium conform to and comply with Federal National Mortgage Association (FNMA) legal guidelines and Federal Home Loan Mortgage Corporation (FHLMC) legal warranties, and to that end, the following provisions shall govern and control the Condominium Constituent Documents contained:

A. Definitions:

Owners' Association- The organization or entity through which the Unit Owners of the Condominium manage and regulate the Condominium established by the Master Deed; where the context so permits or requires, reference to Owners' Association shall be deemed to include those persons appointed or elected to manage and direct the Owners' Association.

Condominium Constituent Documents- The Master Deed, the instrument creating the Owners' Association, its By-Laws and any rules and regulations promulgated pursuant thereto.

Eligible Mortgage Holders- Those holders of a first mortgage on a unit who have requested the Owners' Association to notify them of any proposed action that requires the consent of a specified percentage of first mortgage holders, insurers or guarantors as hereinafter provided.

Declarant- The person or entity who owns the premises described in the Master Deed being submitted to the provisions of the Condominium Laws.

B. FNMA Provisions:

1. Rights and Responsibilities of the Declarant- Before control of the Condominium has been passed to the Owners' Association, the Declarant shall not directly or indirectly bind the Owners' Association to any professional management contract unless the contract includes a rights of termination without cause that the Owners' Association may exercise at any time after the transfer of control without the payment of any penalty or an advance notice of more than ninety (90) days.

To insure that the Owners' Association will have the funds to meet unforeseen expenditures or to purchase any additional equipment or services, the Declarant shall establish a working capital fund at least equal to two (2) months' estimated common charges for each unit. Any amounts paid into this fund shall not be considered as advance payments of regular assessments. Each unit's share of the working capital fund shall be collected at the time the sale of the unit is closed and then shall be transferred to the Owners' Association for deposit to a segregated fund. Within sixty (60) days of after closing has been held for

the first unit, the Declarant shall pay each unsold unit's share of the working capital fund to the Owners' Association.

2. Transfer of Control of Owners' Association- The Declarant shall transfer control of the Owners' Association to the unit owners no later than the earlier of:

four (4) months after 75% of the units in the Condominium has been conveyed to unit purchasers; or

three (3) years after the first unit has been conveyed.

3. Assessments for Common Expenses- The Owners' Association shall have the responsibility for levying and collecting general and special assessments for common expenses. The assessments shall be allocated proportionately to each unit's common element interest.

Assessments shall commence on the date the Master Deed creating the Condominium is recorded. A reasonably reduced assessment may be allocated to unsold units if they are not occupied. In any event, all units shall be allocated full assessments no later than sixty (60) days after the first unit is conveyed.

Any lien for delinquent common expense assessments or other charges that the Owners' Association has on a unit will be subordinate to a first mortgage on the unit, if the mortgage was recorded before the delinquent assessment was due.

A lien for a common expense assessment shall not be affected by the sale or transfer of the unit unless a foreclosure will extinguish the lien for any assessments that were payable before the foreclosure sale, but will not relieve any subsequent unit owner for paying further assessments.

If they are not paid when due, assessments against any unit including interest, costs and reasonable attorney's fees, shall become a lien upon the unit. Each assessment against a unit shall be the personal obligation of the person who owned the unit at the time the assessment became due, but shall not pass to successors in title unless they agreed to assume the obligation.

4. Project Maintenance and Operation. The Owners' Association shall have a reasonable right of entry to any unit to perform emergency repairs or to do other work reasonably necessary for the proper maintenance of the Condominium. In addition, the Owners' Association shall have the right to grant permits, licenses and easements over the common areas for utilities, roads and other purposes necessary for the proper operation of the Condominium.

The Owners' Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the common areas that it is obligated to maintain. The fund shall be maintained out of regular assessments for common expenses.

5. Insurance and Fidelity Bonds. The Owners' Association shall maintain hazard insurance, liability insurance and fidelity bond coverage in such amounts and on such terms and conditions as provided in the Condominium Constituent Documents and as may be required under the FMA guidelines.
6. Rights of Action- The Owners' Association, and any aggrieved unit owner shall have the right of action against unit owners who fail to comply with the provisions of the Condominium Constituent Documents or the decisions made by the Owners Association. Unit owners shall also have similar rights of action against the Owners' Association.
7. Unit Owners' Rights and Restrictions. Each unit owner shall become a member of the Owners' Association and shall be subject to all the rights and duties assigned to owners under the Constituent Condominium Documents. When there are unsold units in the Condominium, the Declarant also shall enjoy these rights and responsibilities as they relate to each individual unsold unit.
  - (a) Rights of Ingress and Egress- The unit owner shall have an unrestricted right of ingress and egress to his or her unit. The right shall be perpetual so that it passes with the unit as transfers of ownership of the unit occur.
  - (b) Limitations on Ability to Sell- The Owners' Association shall not restrict the unit owner's right to sell, transfer or convey his or her unit. This includes any restrictions that would require the Owner's Association to be given the right of first refusal before the unit can be sold.
  - (c) Leasing Restrictions- Any lease or rental agreement shall be in writing and be subject to the requirements of the Condominium Constituent Documents and the Owners' Association. No unit may be leased or rented for less than thirty (30) days. There shall be no other restrictions relating to the term of any lease or rental agreement.
  - (d) Restrictions of Mortgaging Units. There shall be no restrictions on the unit owner's right to mortgage his or her units.
8. Insurance Requirements
  - (a) Hazard Insurance
  - (1) Master or blanket policy for condominium projects.- The Owners' Association shall maintain a "master" or "blanket" type of insurance policy, with premiums being paid as a common expense. The policy shall cover all of the common elements that are normally included in coverage. This includes fixtures and building service equipment and common personal property and supplies belonging to the Owners' Association.

The policy shall also cover fixtures, equipment and other personal property inside individual units, whether or not the property is part of the common elements, excluding, however, furniture and other personal property belonging to the Unit Owners or occupants not customarily considered to be a part of the unit or the common areas and facilities for mortgage purposes.

- (2) Required Coverage- The insurance policy shall protect against at least the following:

loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement; and

all other perils customarily covered for similar types of projects, including those covered by the standard "all risk" endorsement.

- (3) Amount of Insurance- Insurance shall cover 100% of the current replacement cost of the Condominium facilities, including the individual units in the Condominium. Coverage need not include land, foundations, excavations or other items that are usually excluded from insurance coverage.

- (4) Special Endorsements- The following endorsements to the Master Policy are required:

Agreed Amount and Inflation Guard Endorsement, when it can be obtained:

Construction Code Endorsements, if there is a construction code provision that requires changes to undamaged portions of the buildings even when only part of the project is destroyed by an insured hazard;

Steam Boiler Coverage Endorsement, providing at least \$50,000.00 coverage for each accident at each location, if any of the buildings of the Condominium are served by a steam boiler.

In addition, the policy shall provide that:

any Insurance Trust Agreement will be recognized;

the right of subrogation against unit owners will be waived;

the insurance will not be prejudiced by any acts or omissions of individual unit owners that are not under the control of the Owners' Association; and

the policy will be primary, even if a unit owner has other insurance that covers the same loss.

- (5) Name Insured- Insurance policies for the Condominium shall name the Owners' Association, for the use and benefit of

the individual owners, as the named insured.

The "loss payable" clause shall show the Owners' Association or the insurance trustee as a trustee for each unit owner and the holder of each unit's mortgage.

The policy shall also contain the standard mortgage clause and shall name each mortgagee and its successors and assigns who holds a mortgage on units in the Condominium.

- (6) Notices of Changes or Cancellation- The insurance policy shall require the insurer to notify in writing the Owners' Association or insurance trustee and each first mortgage holder named in the mortgage clause at least ten (10) days before it cancels or substantially changes a condominium's coverage.
- (b) Flood Insurance - If any part of the Condominium is in a special flood hazard area, as defined by the Federal Emergency Management Agency, the Owners' Association shall maintain a "master" or "blanket" policy of flood insurance and provide for the premiums to be paid as a common expense. The policy shall cover the buildings and any other property located within the designated hazard areas.

The amount of insurance shall be at least equal to the lesser of:

100% of the current replacement cost of all buildings and other insurable property located in the flood hazard area; or

the maximum coverage available for the property under the National Flood Insurance Program.

- (c) Liability Insurance- The Owners' Association shall maintain a comprehensive general liability insurance policy covering all common areas, public ways and any other areas that are under its supervision. The insurance shall also cover commercial spaces that are owned by the Owner's Association, even if they are leased to others. The policy shall provide coverage of at least \$1,000,000 for bodily injury and property damage for any single occurrence.

REC'D DEC 3 1985 AT 10-30 A.M. AND RECORDED



2/10

**OLD COLONY TOWNHOUSE CONDOMINIUM TRUST**

**CERTIFICATE OF TRUSTEE APPOINTMENT AND ACCEPTANCE OF TRUSTEES**

WE, the undersigned Trustees of the Old Colony Townhouse Condominium Trust under Declaration of Trust dated November 25, 1985, with the Northern Bristol County Registry of Deeds on December 3, 1985, in Book 2863, Page 126, as amended, (the "Trust") hereby appoint the following persons as Trustees pursuant to Article III of the Trust: Giving effect to the foregoing, the Trustees of the Old Colony Townhouse Condominium Trust are as follows:

- |                  |  |
|------------------|--|
| PETER GOUCK      | 3 year term exp. Annual Meeting 2000*  |
| CLAIRE FAHERTY   | 2 year term exp. Annual Meeting, 1999*<br>(remainder of Betty Falkenberg's term) |
| KATHRYN PECHENIK | 2 year term exp. Annual Meeting, 1999*<br>(remainder of Robert Hayes' term)      |

(\*or until successor Trustees are duly chosen and qualified.)

We, Claire Faherty, Peter Gouck and Kathryn Pechenik, join Rachel Trudel and Joanne Buttlar as duly appointed Trustees of the Old Colony Townhouse Condominium Trust, hereby accept such appointment.

For Authority see said Declaration of Trust, Article VI, Section 4; and MGL. c. 183A, Section 10(n).

EXECUTED as a sealed instrument this 9<sup>th</sup> day of October, 1997.

ACCEPTED BY:

Claire M. Faherty  
Claire Faherty

Peter Gouck  
Peter Gouck

Kathryn Pechenik  
Kathryn Pechenik

THE COMMONWEALTH OF MASSACHUSETTS

Bristol, ss

October 9, 1997

Then personally appeared the above named Claire Faherty and acknowledged the foregoing instrument to be her free act and deed.

Erin M. Stowell  
Notary Public  
My Commission Expires: 3-20-2003

Bristol, ss

October 9, 1997

Then personally appeared the above named Kathryn Pechenik and acknowledged the foregoing instrument to be her free act and deed.

Erin M. Stowell  
Notary Public  
My Commission Expires: 3-20-2003

Bristol, ss

October 9, 1997

Then personally appeared the above named Peter Gouck and acknowledged the foregoing instrument to be her free act and deed.

Erin M. Stowell  
Notary Public  
My Commission Expires: 3-20-2003  
Erin M. Stowell

OLD COLONY TOWNHOUSE CONDOMINIUM  
RULES AND REGULATIONS AMENDMENT

ANTENNA RESTRICTIONS

5/11  
2/28/89

We, the undersigned, being the Board of Trustees of the Old Colony Townhouse Condominium pursuant to the condominium's Master Deed recorded with the Bristol County Registry of Deeds in Book 2063, Page 89 as amended, in accordance with the authority granted in Paragraph 9 thereof and in the Declaration of Trust, Article V, Section 8, do hereby adopt the following Amendment as an addition to the Rules and Regulations relating to antennas:

1. Definitions

(a) Reception Antenna means an antenna, satellite dish, or other structure used to receive video programming services intended for reception in the viewing area. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, and television broadcast signals. The mast supporting the Reception Antenna, cabling, supports, guy wires, conduits, wiring, fasteners, bolts or other accessories for the Reception Antenna or similar structure are part of the Reception Antenna. A Reception Antenna that has limited transmission capability designed for the viewer to select or use video programming is a Reception Antenna provided that it meets Federal Communications Commission standards for the radio frequency radiation. Structures similar to Reception Antennas are any structure, device, or equipment that is similar in size, weight, appearance to Reception Antennas.

(b) Transmission Antenna means any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than a reception antenna.

2. (a) No resident shall install a Reception Antenna on any portion of the common areas and facilities unless the area is a limited common element or exclusive use area granted to the unit where the resident resides pursuant to the provisions of the Master Deed creating the condominium.

(b) A Reception Antenna which encroaches on the air space of another owner's unit or limited common area or onto the general common areas does not comply with this rule.

(c) Tenants must obtain the written permission of the owner before they may install a Reception Antenna on any limited common areas or exclusive use areas, as defined in the Master Deed as being within the owner's exclusive use or control.

3. If a Reception Antenna is installed in a limited common area or exclusive use area as defined in the Master Deed, such installation shall be subject to the following:

(a) Reception Antennas shall be no larger than necessary for reception of an acceptable quality signal; provided that under no circumstances shall Reception Antennas for direct broadcast satellite services be larger than one meter in diameter.

(b) Due to safety concerns relating to wind loads and the risk of falling structures, masts, supports, and other structures more than twelve feet in height must receive the prior written approval of the Board. The owner must submit an application including detailed drawings of the structure and methods of anchorage.

(c) Reception Antennas must be placed in areas that are shielded from view from outside the project or from other units to the extent possible; provided that nothing in this rule shall require a Reception Antenna to be placed where it precludes reception of an acceptable quality signal unless no acceptable reception is available in any limited common area or exclusive use area.

In no event may Reception Antennas be installed on roofs, lawns or other common areas. Residents must first attempt to install the Antennas within the units. If an acceptable signal is not possible, residents must next attempt to install the Reception Antenna on their own exclusive use area (deck). Connections of wiring must be through the glass of the nearest window or sliding glass door of the unit owner and may not be connected through general common areas.

(d) Reception Antennas or similar structures shall not be placed in areas where it blocks fire exists, walkways, ingress or egress from an area, including basement stairwells at the rear of the (Condominium) homes, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, or other areas necessary for the safe operation of the project. The purpose of this rule is to permit evacuation of the units and project and to provide clear access for emergency personnel.

(e) Reception Antennas or similar structures shall not be placed within two feet of electric power lines and in no event shall they be placed within an area where it can be reached by the play in the electric power lines. The purpose of this rule is to prevent injury or damage resulting from contact with power lines.

(f) If Reception Antennas are allowed to be placed outside the building, they must be painted to match, or be compatible with, the color of the building. In addition, the Board may require a resident to install and maintain inexpensive screens or plants to shield the Reception Antenna from view.

(g) Any resident installing, maintaining, or using a Reception Antenna shall do so in such a way that does not materially damage the general common elements of the units, void any warranties of the Association or other owners, or impair the watertight integrity of the buildings.

(h) The residents who own or use a Reception Antenna are responsible for all costs associated with their Reception Antenna including, but not limited to, costs to: (a) repair, maintain, remove, and replace the Reception Antenna; (b) repair damages to the common elements, the units, other units, and other property caused by the installation, existence, or use of the Reception Antenna; (c) pay for medical expenses incurred by persons injured by installation, existence, or use of the Reception Antenna; and (d) reimburse residents or the association for damages caused by the installation, existence, or use of the Reception Antenna. In the event a contractor/installer is used for installation, maintenance, removal or replacement of a Reception Antenna, said contractor shall carry adequate and appropriate insurance and shall name the Association as an additional named insured.

(i) Due to safety concerns relating to the falling of structures, all Reception Antennas shall be securely attached to the building or ground and shall have guy wires securing the device to the building or ground, but only if said building or ground area is a limited common element. Otherwise, guy wires and the like may not be attached to common areas and facilities.

(j) Residents shall not permit their Reception Antenna to fall into disrepair or to become a safety hazard.

(k) No resident may install more than (1) Reception Antenna or more than one (1) satellite dish.

#### 4. Process and Procedure

In the event of a violation of these rules, the Association may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. To the extent permitted by the FCC, the Association shall be entitled to fines, reasonable attorneys' fees and costs and expenses if the regulation is validated. In addition the Association may seek injunctive relief.

#### 5. Transmission Antennas are prohibited.


6. At least five (5) days after any installation, the resident shall provide a copy of the Notification Form attached hereto to the Board.
7. To the extent not prohibited by the FCC Rules and Regulations or contradicted by the terms of this Amendment, Paragraph 9(c) of the Old Colony Townhouse Condominium Master Deed and Article V Section 8 of the By-Laws shall control.
8. The resident is responsible for the immediate removal of the Reception Antenna if it must be removed in order for the Association to repair, paint or maintain the area where it is installed and shall also be responsible to the Association for any damages caused by the installation of the same.
9. If any of these provisions are ruled to be invalid, the remainder of these rules shall remain in full force and effect.
10. The Board may amend this Restriction from time to time as it deems necessary.

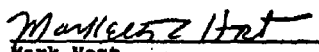
In all other respects the Rules and Regulations as hereby amended by this Amendment are hereby ratified and affirmed.

Executed under seal this 23 day of January, 2000.

The Board of Trustees  
of Old Colony Townhouse  
Condominium Association  
and not individually

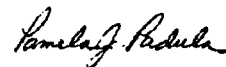
  
Frederick Farrington

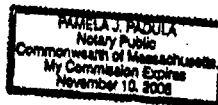
  
David Corsini

  
Mark Host

  
Bette Bristow

  
Rinna Plisko





COMMONWEALTH OF MASSACHUSETTS

Bristol, SS

January 23, 2000

Then personally appeared the above named Frederick  
Farrington, David Corsini, Mark, Host, Betta Bristow and Rima  
Plisko as the Board of Trustees of The Old Colony Townhouse  
Condominium, and not individually, and acknowledged the foregoing  
instrument to be their free act and deed, before me.

Pamela J. Padula  
- Notary Public

My Commission Expires:

