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LAKE SHORE CONDOMINIUM

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LAKESHORE CONDOMINIUMDECLARATION OF TRUST

DECLARATION OF TRUST made this 14th day of July, 1988, at Southborough, Worcester County, Massachusetts by Walter Riddington, III, Marc R. Verreault and Martin R. Hanley, Jr. (hereinafter called the Trustees, which term and any pronoun referring thereto shall be deemed to include their successors in trust hereunder and to mean the Trustee or the Trustees for the time being hereunder wherever the context so permits) and to be recorded with the Worcester County Registry of Deeds (the "Registry of Deeds"). Each Trustee has his business address at 225 Turnpike Road, Southborough, Massachusetts.

ARTICLE INAME OF TRUST

The Trust hereby created shall be known as the Lakeshore Condominium Trust, and under that name, so far as legal, convenient and practicable, shall all business carried on by the Trustees be conducted and shall all instruments in writing by the Trustees be executed.

ARTICLE IITHE TRUST PURPOSES

Section 2.1 Unit Owners' Organization. All of the rights and powers in and with respect to the common areas and facilities of the Lakeshore Condominium (the "Condominium") established by a Master Deed recorded herewith (the "Master Deed") which are, by virtue of Massachusetts General Laws, Chapter 183A ("Chapter 183A") conferred upon or exercisable by the organization of Unit Owners of the Condominium, and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder shall vest in the Trustees as joint tenants with right of survivorship as Trustees of this Trust, in trust, to exercise, manage, administer and dispose of the same and to receive the income thereof for the benefit of the owners ("Unit Owners") of record from time to time of the Units of the Condominium (hereinafter referred to as the beneficial interest) set forth in Article IV hereof and in accordance with the provisions of Section 10 of Chapter 183A for the purposes therein set forth.

Section 2.2 No Partnership. It is hereby declared that a trust and not a partnership has been created and that the Unit Owners are beneficiaries, and not partners or associates nor in any other relation whatever between themselves with respect to the Trust property, and hold no relation to the Trustees other than of

beneficiaries, with only such rights as are conferred upon them as such beneficiaries hereunder and under and pursuant to the provisions of Chapter 183A.

ARTICLE III

THE TRUSTEES

Section 3.1 Number of Trustees; Declarant's Right to Designate Trustees. The initial Trustees are as stated in this Trust. From and after the expiration of the Declarant's right (stated below) to designate Trustees, there shall at all times be Trustees consisting of such odd number, not less than three nor more than seven, as shall be determined by majority vote of the Unit Owners.

Notwithstanding anything to the contrary in this Trust, until (i) 120 days after Lane Homes, Inc., declarant of the Condominium or any successor to the declarant's interest in the Condominium (the "Declarant"), first owns Units entitled to 25% or less of the beneficial interest under this Trust or (ii) three years from the date of recording of the first Unit Deed of the Condominium, whichever first occurs, there shall be no more than three Trustees and the Declarant (and not the other Unit Owners) shall be entitled to designate, remove and re-designate two of those Trustees. The third Trustee shall, during such time (and after the expiration of Mr. Hanley's term) be elected by majority vote as provided under Section 5.9.3 of Units owned by persons other than the Declarant or a person affiliated with or controlled by the Declarant. Notwithstanding anything to the contrary in this Trust, during the time the Declarant is entitled to designate any Trustee, any vacancy resulting from expiration of term, resignation, removal or death of a Trustee designated by the Declarant may be filled by an instrument executed by the Declarant and recorded with the Registry of Deeds stating the new Trustee's name and business address and that such Trustee is being so designated, and containing the Trustee's acceptance of designation duly acknowledged. The Declarant's rights under this Section 3.1 shall inure to the benefit of any successor to the Declarant's interest in the Condominium.

Section 3.1.1 Trustees' Term in Office. Unless otherwise established by majority vote of the Unit Owners with reference to specific Trustees and except as stated below, the term of each Trustee shall be for three years from the annual meeting of Unit Owners (or special meeting in lieu thereof) at which the Trustee was appointed and shall end at the annual meeting (or special meeting in lieu thereof) at which such Trustee's successor is due to be appointed; except that the term of any Trustee appointed to fill a vacancy in an unexpired term shall end (unless otherwise stated herein or in the instrument of appointment) when his or her predecessor's term would, but for the vacancy, have ended.

The initial term of Mr. Hanley shall end at the 1988 annual meeting of Unit Owners (or special meeting in lieu thereof); the initial term of Mr. Verreault shall end at the 1989 annual meeting of Unit Owners (or special meeting in lieu thereof); and the initial term of Mr. Reddington shall end at the 1990 annual meeting of Unit Owners (or special meeting in lieu thereof).

Whenever a Trustee's term expires (but in no other circumstance), provided that a successor Trustee has been appointed by the Unit Owners as required under this Trust to fill the vacancy, the Trustee whose term is ending shall have authority to exercise all of the rights and powers of a Trustee (but shall not be considered in office for quorum or voting purposes) until the instrument of the successor's appointment and acceptance is recorded with the Registry of Deeds as provided in Section 3.1.2.

Section 3.1.2 Vacancies; Appointment and Acceptance of Successor Trustees. If and whenever any Trustee's term is to expire or if for any other reason, including without limitation removal, resignation or death of a Trustee, the number of Trustees shall be less than the number established under Section 3.1, a vacancy or vacancies shall be deemed to exist. Each vacancy may be filled at any time by an instrument in writing which sets forth (i) the name and address of the person being appointed as a Trustee, (ii) the certification of any three Unit Owners under oath that the Unit Owners have appointed such person by majority vote as provided under Section 5.9.3, and (iii) the acceptance of such appointment signed and acknowledged by the person appointed. If the Unit Owners have not voted to make such appointment, within thirty days after the vacancy or vacancies first existed, then such vacancy or vacancies may also be filled by vote of the remaining Trustee(s) for a term ending at the next annual meeting of the Unit Owners (or special meeting in lieu thereof) by an instrument in writing which sets forth (a) the Trustee(s)' appointment of a natural person to act as Trustee for such period signed by a majority of the Trustees then in office (or by the sole Trustee if there by only one then in office) and (b) the acceptance of such appointment signed and acknowledged by the person appointed. Any vacancy which shall continue for more than sixty days may also be filled by appointment by any court of competent jurisdiction upon the application of one or more Unit Owner(s) or Trustees after notice to all Unit Owners and Trustees and to such other parties in interest, if any, to whom the court may direct that notice be given.

Appointments of Trustees shall be effective immediately upon appointment by the Unit Owners, the remaining Trustee(s) or a court as aforesaid and acceptance thereof by the person appointed, (but as to persons relying on the records of the Registry of Deeds shall be effective only upon recording with the Registry of Deeds the instrument of appointment and acceptance) and such person shall become a Trustee and shall be vested with the title to the trust property

jointly with the other Trustee(s) then in office without the necessity of any act or transfer or conveyance.

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

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

Section 3.3 Resignation and Removal. Any Trustee may resign at any time by instrument in writing signed and duly acknowledged by that Trustee. Resignations shall take effect upon recording with the Registry of Deeds. Any Trustee may be removed with or without cause by majority vote of Unit Owners. Any removal shall become effective upon the recording with the Registry of Deeds of a certificate of removal signed by a majority of the remaining Trustees in office, or by three Unit Owners, who certify under oath that the Unit Owners have voted such removal in accordance with the requirements of this Section. The vacancy resulting from such resignation or removal shall be filled in the manner provided in Section 3.1.2.

Section 3.4 Bond or Surety. Except as may be required under Section 5.8.1, no Trustee, whether an original or successor Trustee, shall be obliged to give any bond or surety or other security for the performance of any of his or her duties hereunder, provided, however, that the Unit Owners by majority vote say at any time upon written notice to the Trustee(s) affected require that any one or more of the Trustees shall give bond in such amount and with such sureties as shall be specified in such instrument. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

Section 3.5 Compensation of Trustees. With the approval of a majority of the Unit Owners, 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 or her in connection with this Trust, all as shall be from time to time fixed and determined by the Trustees, and such remuneration shall be a common expense of the Condominium. No compensation to Trustees may be voted for any Trustee designated by the Declarant.

Section 3.6 No Personal Liability. No Trustee shall under any circumstances or in any event be held liable or accountable out of his or her personal assets or be deprived of compensation by reason of any action taken, suffered or omitted in good faith in the reasonable belief that the action was in the best interests of this Trust. Actions taken by an outgoing or successor Trustee after appointment and prior to recording of the written instrument required under Section 3.1.2 for the benefit of persons relying on the records of the Registry of Deeds shall not create any liability for such person beyond that which he or she would have had as a Trustee.

Section 3.7 Trustees May Deal with the Condominium. No Trustee shall be disqualified by his or her office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his or her interest individually or the Trustees' interest or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any other reason) as vendor, purchaser or otherwise, nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which any Trustee shall be interested in any way be avoided nor shall any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relation hereby established, provided the Trustee shall act in good faith and shall disclose the nature of his or her interest before entering into the dealing, contract or arrangement.

Section 3.8 Indemnity of Trustees. Each Trustee and, to the extent stated in Section 3.6 any outgoing and successor Trustee as to actions taken as a Trustee before the person became entitled or after the person ceased to be entitled to exercise the rights and powers of a Trustee, shall be entitled to indemnity both out of the Trust property and by the Unit Owners against any liability including, without limitation, liabilities in contract and in tort and liabilities for damages, penalties and fines incurred by them or any of them in the execution hereof and performance of their obligations hereunder unless the Trustee shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that the action was in the best interests of this Trust; and, acting by majority, the Trustees may purchase as a common expense of the Condominium such insurance against such liability as they shall determine is reasonable and necessary. All Owners of each Unit shall be personally and jointly and severally liable for all sums lawfully assessed for their proportionate share of the common expenses of the Condominium and for their proportionate share (according to beneficial interest) of any claims involving the Trust property in excess thereof, all as provided in Sections 6 and 13 of Chapter 183A. Nothing in this paragraph shall be deemed to limit in any respect the powers granted to the Trustees in this Declaration of Trust.

ARTICLE IV

THE BENEFICIARIES

Section 4.1 The Beneficiaries and Their Beneficial Interest. The beneficiaries of this Trust shall be the Unit Owners of the Lakeshore Condominium from time to time. The beneficial interest in this Trust shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium as stated in the Master Deed of the Condominium as it may be amended from time to time.

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

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

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

ARTICLE V

THE BY-LAWS

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

Section 5.1 Powers of the Trustees. The Trustees shall have all the powers necessary for the administration of the offices of the Condominium and, acting by a majority, may do all things, subject to and in accordance with all applicable provisions of Chapter 183A and the Master Deed, necessary and convenient thereto, and, without limiting the generality of the foregoing, the Trustees may, with full power and uncontrolled discretion, at any time and from time to time

and without the necessity of applying to any court or to the Unit Owners for leave so to do:

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

(vii) Incur such liabilities, obligations and expenses and pay from the principal or the income of the Trust property in their hands all such sums as they shall deem necessary or proper for the furtherance of the purposes of this Trust;

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

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

(x) Deposit any funds of the Trust in any bank or trust company, and delegate to any one or more of their number, or to any other person or persons, the power to deposit, withdraw and draw checks on any funds of the Trust;

(xi) Engage in such litigation in the name of and on behalf of the Trust as they deem necessary and proper to further the purposes of this Trust;

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

(xiii) Employ, appoint and remove such agents, managers, officers, board of managers, brokers, engineers, architects, employees, servants, assistants and counsel (which counsel may be a firm of which one or more of the Trustees are members) as they shall deem proper for the purchase, sale or management of the Trust property, or any part or parts thereof, or for conducting the business of the Trust, and may define their respective duties and fix and pay their compensation, and the Trustees shall not be answerable for the acts and defaults of any such person. The Trustees may delegate to any such agent, manager, officer, board, broker, engineer, architect, employee, servant, assistant or counsel any or all of their powers (including discretionary powers, except that the power to join in amending, altering, adding to, terminating or changing the Master Deed and 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 offices 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;

(xiv) Generally, in all matters not herein otherwise specified, control and do each and every thing necessary, suitable, convenient, or proper for the accomplishment of any of the purposes of the Trust or incidental to the powers herein or in said Chapter 181A, manage and dispose of the Trust property as if the Trustees were the absolute owners thereof and to do any and all acts, including the execution of any instruments, which by their performance thereof shall be shown to be in their judgment for the best interest of the Unit Owners.

Section 5.2 Maintenance and Repair of Units. The Unit Owners shall be responsible for the proper maintenance and repair of their respective Units and the maintenance, repair and replacement of utility fixtures therein serving the same, including, without limitation (and except as stated in the Master Deed to be part of the common areas and facilities of the Condominium), interior finish walls, ceilings, and floors; windows, and window trims; doors, door frames and interior door trim; plumbing and sanitary waste fixtures and fixtures for water and other utilities; electrical fixtures and outlets; and all wires, pipes, drains and conduits for water, sewerage, electric power and light, telephone and any other utility services which are contained in and serve such Unit. If the Trustees shall at any time in their reasonable judgment determine that the interior of any Unit is in such need of maintenance or repair that the market value or reasonable enjoyment of one or more other Units is being adversely affected or that the condition of a Unit or fixtures, furnishings, facility or equipment therein is hazardous to any Unit or the occupants, the Trustees shall in writing request the Unit Owner to perform the needed maintenance, repair or replacement or to correct the hazardous condition, and in case such work shall not have been commenced within fifteen (15) days (or such reasonable shorter period in case of emergency as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of the Owner(s) of such Unit and to enter upon and have access to such Unit for that purpose. The reasonable cost of such work shall constitute a lien upon such Unit and the Owner(s) of such Unit shall be personally and jointly and severally liable therefor.

Section 5.3 Maintenance, Repair and Replacement of Common Areas and Facilities; Trustee Access to Units. The Trustees shall be responsible for the proper maintenance, repair and replacement of the common areas and facilities of the Condominium (see Section 5.5 for specific provisions dealing with repairs and replacement necessitated because of casualty loss or condemnation), which may be done through the managing agent, as hereinafter provided, and any two Trustees (one if there then be only one in office) or the managing agent or any others who may be so designated by a majority of the Trustees may approve payment of vouchers for such work. The expenses of such maintenance, repair and replacement shall be assessed to the Unit

Owners as common expenses of the Condominium at such times and in such amounts as provided in Section 5.4. The Trustees' decision that work on the common areas and facilities is in maintenance, repair or replacement, and not improvement, thereof shall be conclusive and binding on all Unit Owners unless shown to have been made in bad faith.

The Trustees and their agents shall have access to each Unit from time to time during reasonable hours for the maintenance, repair or replacement of any of the common areas and facilities therein or accessible therefrom or for making emergency repairs therein necessary, in the Trustee's sole judgment, to prevent damage to the common areas and facilities or to another Unit or Units.

Section 5.3.1 No Work Shall Jeopardize Building. No work which would jeopardize the soundness or safety of the Condominium buildings shall be done in a Unit or in the common areas and facilities unless in every such case the unanimous written consent of all Unit Owners of the Condominium is first obtained and the Trustees may impose conditions on such work, including without limitation, restrictions in the manner of performing such work and requirements for insurance as in the Trustees' judgment are reasonable and necessary.

Section 5.3.2 Connecting Units; Exclusive Use of Common Areas. On application by the respective Unit Owners, the Trustees shall authorize that Units may be connected for the purpose of single occupancy and that for such purpose cuts be made in common walls or floors; provided, always, that the owner(s) of such Units shall do any work in connecting such Units at such owners' expense, in accordance with all applicable law (and, if the Trustees request, so certified to the Trustees who shall be entitled to rely thereon) and only in the manner prescribed by, and in accordance with plans and specifications approved by the Trustees. Any such authorization may in the Trustees' discretion be limited to periods during which the connected Units are in common ownership, but shall not otherwise be limited in time and shall inure to the benefit of subsequent owners and mortgagees who comply therewith. Any such authorization may be withheld or refused only if, in the Trustees' judgment the proposed work to connect the Units will adversely affect the structural integrity of the building or the proper functioning of the building service systems or other common areas and facilities or otherwise materially impair the common areas and facilities or the other Unit Owners' rights therein. Any such authorization shall be valid only if in writing signed by a majority of the Trustees then in office and unless otherwise stated therein shall become void unless the work to connect the Units shall be commenced within six months after the date of the authorization and completed within a reasonable time thereafter. At such time as connected Units are no longer occupied as a single Unit, or no longer in common ownership if such was a condition of the authorization to connect, the owner(s) of such Units shall promptly restore the common walls and/or floors between the Units at their expense and upon

failure to do so, the Trustees then, or at any time thereafter, may perform or cause to be performed such work, in which event such Unit Owner(s) shall be personally and jointly and severally liable to the Trust for the cost of the work which, if not paid when demanded, shall constitute a lien on the Units in question pursuant to Chapter 183A, Section 6(c) in proportion to their respective common interests. Such lien shall be valid notwithstanding any conveyance of the Units, or any of them, out of common ownership prior to demand or any filing in the Registry of Deeds to enforce the lien. "Common ownership" shall mean that at least one person is a Unit Owner of each Unit connected.

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

Section 5.4 Common Expense Funds.

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

Section 5.4.2 Assessment of Common Expenses; Taxes. At least thirty (30) days prior to the commencement of each fiscal year of this Trust or as promptly thereafter as is reasonable, the Trustees shall estimate the common expenses expected to be incurred during the next fiscal year together with a reasonable provision for contingencies, an adequate reserve fund for maintenance, repair and replacement of the

common areas and facilities, and as a specifically designated item an amount equal to the deductible amount under any policy of casualty insurance in effect, and any amount needed to make up any deficit in any prior year, and after taking into account any undistributed surplus accumulations from prior years not set aside for reserve or contingent liabilities, shall determine the assessment to be made for the next fiscal year. Notwithstanding the foregoing, in the event the Trustees fail for any reason to so determine the assessment for any year, then and until such time as the assessment as provided herein shall be determined, the assessment for the immediately preceding year shall continue for the current year.

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

The Trustees shall promptly render statements to the Unit Owners for their respective shares of assessments, according to their beneficial interest in the common areas and facilities, and such assessment shall, unless otherwise provided therein, be due and payable within thirty (30) days after the same are rendered. In the event that the Trustees determine that the assessment so made for any fiscal year is less than the common expenses actually incurred for that year, or in the reasonable opinion of the Trustees likely to be incurred, the Trustees shall make supplemental or special assessment or assessments and render statements therefor in the manner aforesaid. The Trustees shall provide for payments of assessments in monthly or other regular installments. The amounts of each such assessment shall be a personal liability of each person who is a Unit Owner at the time of the assessment (and jointly and severally among the owners of each Unit) and, if not paid when due, or upon the expiration of such grace period as the Trustees may (but need not) designate, shall carry a late charge in such amount or at such rate (which amount or rate need not be in proportion to the beneficial interests in this Trust) as the Trustees shall determine and, together with any such late amount or charge and attorneys' fees and all other costs of collection as hereinafter provided, shall constitute a lien on the Unit pursuant to the provisions of Section 6 of Chapter 183A. The Trustees in their sole discretion may for good cause waive all or any portion of the late charge, attorneys' fees and the other costs of collection;

provided (i) that Trustees shall be disqualified from voting regarding any such waiver with respect to any Unit owned or occupied by such Trustee and (ii) Trustees designated by the Declarant shall be disqualified from voting regarding any such waiver with respect to any Unit owned by the Declarant. 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.

Section 5.4.3 Trustees Must Authorize Tax Abatement Applications. No Unit Owner shall file an application for abatement of real estate taxes without the written approval of the Trustees, which approval shall not be unreasonably withheld.

Section 5.4.4 Application of Common Funds. The Trustees shall expend common funds only for the purposes permitted by this Trust and by Chapter 183A.

Section 5.4.5 Certain Expenses Relating to Boat Slip Maintenance, Repair and Replacement. In order to effectuate a reasonable allocation of expenses relative to the maintenance and repair of the boat slips of the Condominium, it is necessary to take into account the fact that the rights to use the boat slips are held only by certain Unit Owners pursuant to Section 5.1 of the Master Deed. Therefore, notwithstanding the provisions relating to the assessment of common expenses set forth above, and for the purpose of effectuating a reasonable allocation of boat slip maintenance and repair costs, the Trustees shall create and maintain a separate budget, including a reasonable reserve for replacement, for the cost of operating, maintaining, repairing and replacing the boat slips and related docks and equipment, and such costs shall be assessed to the Unit Owners holding such rights in the proportion which the number of boat slips to which each such Unit Owner has rights bears to the total number of boat slips of the Condominium. Notwithstanding the provisions set forth in this Section 5.4.5, such costs shall be common expenses of the Condominium as provided in this Trust, and, without limiting the generality of the foregoing, in the event of a default in the payment thereof shall be a personal liability of each person who is a Unit Owner at the time of the assessment together with late charges, attorneys' fees and all other costs of collection, and shall constitute a lien on the Unit pursuant to the provisions of Section 6 of Chapter 183A, all as provided in Section 5.4.2 of this Trust.

Section 5.5 Rebuilding and Restoration After Casualty: Improvements.

Section 5.5.1 Casualty Loss. In the event of any casualty loss to the Condominium, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten percent of the value of the Condominium immediately prior to the casualty, and shall notify all Unit Owners of such determination. If such loss as so determined

does not exceed ten percent of such value, the Trustees shall proceed with the necessary repairs, rebuilding or restoration as provided in paragraph (a) of Section 17 of Chapter 183A. If such loss as so determined exceeds ten percent of such value, the Trustees shall forthwith submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) authorizing the Trustees to proceed with the necessary repair, rebuilding or restoration, and (b) a copy of the provisions of Section 17; and the Trustees shall thereafter proceed in accordance with the authorization of 75% of the Unit Owners, and take such further action as they may in their discretion deem advisable in order to implement the provisions of paragraph (b) of Section 17.

Section 5.5.2 Proposed Improvements. If and whenever the Trustees shall propose to make any improvement to the common areas and facilities of the Condominium, or shall be requested in writing by the Unit Owners holding twenty-five percent or more of the beneficial interest in this Trust to make any such improvement, the Trustees shall submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same, and (b) a copy of the provisions of Section 18 of Chapter 183A. Upon receipt by the Trustees of such agreement signed by the Unit Owners holding seventy-five percent or more of the beneficial interest or the expiration of ninety days after such agreement was first submitted to the Unit Owners, whichever shall first occur, the Trustees shall notify all Unit Owners of the aggregate percentage of beneficial interest held by Unit Owners who have then signed such agreement. If such percentage exceeds seventy-five percent, the Trustees shall proceed to make the improvement or improvements specified in such agreement and, in accordance with Section 18 of Chapter 183A, shall charge the cost of improvement to all the Unit Owners. The agreement so circulated may also provide for separate agreement by the Unit Owners that if more than fifty percent, but less than seventy-five percent of the beneficial interest so consent, the Trustees shall proceed to make such improvement or improvements and shall charge the same to the Unit Owners so consenting.

Section 5.5.3 Arbitration of Disputed Trustee Action. Notwithstanding anything in Sections 5.5.1 and 5.5.2, in the event that any Unit Owner(s), by written notice to the Trustees, shall dissent from any determination of the Trustees, with respect to the value of the Condominium or any other determination or action of the Trustees under this Section 5.5, and such dispute shall not be resolved within thirty days after such notice, then either the Trustees or the dissenting Unit Owner(s) shall submit the matter to arbitration. For that purpose, one arbitrator shall be designated by the Trustees, one by the dissenting Unit owner(s) and a third by the two arbitrators so designated. Such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association and shall be binding on all parties. The Trustees'

decision that work constitutes a repair, rebuilding or restoration other than an improvement shall be conclusive and binding on all Unit Owners unless shown to have been made in bad faith. The Trustees shall in no event be obligated to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the Trustees' estimate of all costs thereof.

Section 5.5.4 Condemnation. In the event of any condemnation of the Trust property, the Trustees shall estimate the cost of restoring what remains of the Trust property and shall notify all Unit Owners of such estimate. Until the Unit Owners instruct the Trustees otherwise by majority vote, the Trustees in their discretion shall proceed with rebuilding and restoration of the remaining Trust property as far as practical to the condition and standards existing before the taking and the cost thereof shall be a common expense. Any award in connection with condemnation of Trust property shall be common funds and the Trustees shall have all power and authority to deal with all persons, including without limitation the taking authority, in connection therewith.

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

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

Section 5.6 Rules and Regulations. The Trustees may from time to time adopt, amend and rescind rules and regulations governing the operation and use of the common areas and facilities, and such restrictions on and requirements respecting the use and maintenance of the Units and the use of the common areas and facilities as are consistent with the Master Deed and are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the common areas and facilities and after written notice thereof may implement such uniform remedies, including but not limited to fines, as the Trustees shall determine. The Trustees do hereby adopt the initial Rules and Regulations annexed to this Declaration of Trust.

Lakeshore

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

Section 5.8 Insurance.

Section 5.8.1 Coverages. The Trustees shall obtain and maintain, to the extent available at reasonable cost, in their name as insurance trustees for the Unit Owners, master policies of insurance written with a company licensed to do business in Massachusetts which holds a Best's rating of A or better of the following kinds insuring the interests of the Trust, the Trustees, all Unit Owners and their mortgagees as their interests may appear:

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

#25,000 limit

Demolition Law & Ordinance

Agreed amount? YES

NO

in coverage or terminated for non-payment of premiums without thirty days' notice to all of the insureds and each Unit mortgagee. Copies of all such policies of insurance shall be kept on file with the Trustees, and certificates of such insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered by the Trustees to Unit Owners and their mortgagees upon request at least ten days prior to the expiration of the then current policies. All policies of casualty and physical damage insurance shall not have deductibles which exceed the lesser of \$10,000 or 1% of the applicable amount of coverage.

\$25,000
not in compliance

B. Public Liability Insurance. Comprehensive public liability insurance including so-called "Broadening endorsement" with Severability of Interest Endorsement or equivalent coverage covering all of the common areas and facilities and including protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, liability arising out of lawsuits relating to employment contracts to which the Trust is a party, elevator collision and such other risks as are customarily covered in similar projects, in each instance to the extent applicable to the Condominium, in such amounts as shall be determined by the Trustees, covering the Trust, the Trustees, the Unit Owners and any manager or managing agent of the Condominium, with limits of not less than a single limit of \$1,000,000 for claims for bodily injury or property damage arising out of one occurrence, and with an endorsement to cover liability of any insured to other insureds. Each such policy shall provide for at least 20 days' prior written notice to all of the insureds and each holder of a first mortgage covering a Unit before any cancellation or substantial modification thereof by the insurer.

? None

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

None!

D. Fidelity Bonds. Fidelity bonds or other like insurance to protect against dishonest acts on the part of persons responsible for handling funds belonging to or administered by the Condominium Trust. The fidelity bond or insurance shall name the Condominium Trust as named insured and shall be in an amount equal to the maximum amount of funds in the Trustees' custody at any one time, but not less than the sum of three months' common expenses for the Condominium plus reserves, or such other amount as may be required from time to time by the Federal National Mortgage Association ("FNMA") or the Federal Home Loan Mortgage Corporation ("FHLMC") and applicable to the Condominium. Such bond or insurance shall include within its coverage, by endorsement if necessary, any professional management firm retained by the Trustees to manage the Condominium and those

\$150,000

persons, including without limitation the Trustees, who serve the Trust without compensation. Each such policy shall provide for at least 20 days' prior written notice to all of the insureds and each holder of a first mortgage covering a unit before any cancellation or substantial modification thereof by the insurer. The requirements of this paragraph shall not restrict the Trustees from purchasing at common expense such further fidelity coverage or the like as they shall determine.

(7)
Yes

E. Flood Insurance. If any part of the Condominium is located in a special Flood hazard area designated by the Federal Emergency Management Agency, or its successor, under the National Flood Insurance Program, flood insurance covering the buildings and any other property located within such designated flood hazard area, in an amount at least equal to the lesser of (i) 100% of the current replacement cost of all buildings and other insurable property located in such flood hazard area, or (ii) the maximum coverage available for such buildings and property under the National Flood Insurance Program. All policies of flood insurance shall not have deductibles which exceed the lesser of \$5,000 or 1% of the amount of coverage.

Yes

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

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

Section 5.8.2 Payment to Trustees in Case of Loss. Such master policies shall provide that all casualty loss proceeds thereunder shall be paid to the Trustees as insurance trustees under these by-laws. The duty of the Trustees as such insurance trustees shall be to receive such proceeds as are paid and to hold, use and disburse the same for the purposes stated in this Section and Section 5.5. If repair or restoration of the damaged portions of the Condominium is to be made, all insurance loss proceeds shall be held in shares for the Trust and the owners of damaged Units in proportion to the respective costs of repair or restoration of the common areas and facilities and the damaged Units, with each share to be disbursed to defray the respective costs of repair or restoration of the damaged common areas and facilities and the damaged Units, and with any excess of any such share of proceeds above such costs of repair or restoration to be paid

to the Trust or Unit Owners for whom held upon completion of repair or restoration; but if pursuant to Section 5.5 restoration or repair is not to be made, all insurance loss proceeds shall be held as common funds of the Trust and applied for the benefit of Unit Owners in proportion to their beneficial interests in the Trust if the Condominium is totally destroyed, and, in the event of a partial destruction, after payment for such restoration of the common areas and facilities as the Trustees may determine, to those Unit Owners who have suffered damage in proportion to the damage suffered by them. Such application for the benefit of Unit Owners shall include payment directly to a Unit Owner's mortgagee if the mortgage with respect to such Unit so requires.

Section 5.8.3 Other Provisions of Insurance Policies. In addition to the coverage and provisions set forth in Section 5.8.1, the Trustees shall, in their discretion, see that all policies of physical damage insurance: (1) contain waivers of subrogation by the insurer as to claims against the Condominium, the Trustees, their employees, Unit Owners and members of the family of any Unit Owner who reside with the Unit Owner, except in cases of arson and fraud; (2) contain a waiver of defense of invalidity on account of the conduct of any of the Unit Owners over which the Trustees have no control; (3) provide that the policies shall be primary and that in no event shall the insurance under the policies be brought into contribution with insurance purchased individually by Unit Owners or their mortgagees; and (4) exclude policies obtained by individual Unit Owners from consideration under any "no other insurance" clause.

Section 5.8.4 Unit Owner's Insurance and Responsibility for Increase in Premiums of Master Policy. Each Unit Owner may (and is solely responsible to) obtain additional insurance for his or her own benefit, including without limitation personal property, public liability and loss assessment insurance, at his or her own expense. No policy may be written so as to decrease the coverage under any of the master policies obtained by the Trustees and each Unit Owner hereby assigns to the Trustees the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms of these Sections 5.8 as if produced by such coverage. Copies of all such policies (except policies covering only personal property of individual Unit Owners) shall be filed with the Trustees.

Section 5.8.5 Notice to Trustees of Unit Owner's Improvements. Each Unit owner shall notify the Trustees in writing of all improvements to his or her Unit (except personal property other than fixtures) which exceed a total value of One Thousand Dollars (\$1,000.00) within twenty (20) days after the commencement of construction of such improvements and upon receipt of such notice, the Trustees shall notify the insurer under any policy obtained pursuant to Section 5.8.1 hereof of any such improvements. Any premium increase caused by such improvements may be assessed to the Owners of

the improved Unit. No Unit Owner shall be entitled to receive insurance proceeds for the repair, restoration or rebuilding of any improvements not so reported to the Trustees, unless otherwise consented to by unanimous vote of the Trustees.

Section 5.8.6 Insurance & Common Expense. The cost of the insurance purchased pursuant to Section 5.8.1 shall be a common expense assessable and payable as provided in Section 5.4.

Section 5.9 Meetings.

Section 5.9.1 Meetings of Trustees. The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting 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 seven days before such meeting to each Trustee. A majority of the Trustees then in office shall constitute a quorum at all meetings. Such meetings shall be conducted in accordance with such rules as the Trustees may adopt.

Section 5.9.1.1 Trustees' Votes; Majority Defined. Each Trustee shall have one vote. A "majority" and a "majority vote" shall mean a majority of Trustees then in office.

Section 5.9.2 Meetings of Unit Owners. There shall be an annual meeting of the Unit Owners on the first Tuesday in April in each year at 8:00 PM (or on such other day and time at least once each calendar year as may be designated by the Trustees). Special meetings (including a meeting in lieu of a passed annual meeting) of the Unit Owners may be called at any time by the Trustees and shall be called by them for any purpose upon the written request of Unit Owners, entitled to more than 33% of the beneficial interest of the Trust and, upon the written request of any ten Unit Owners if the purpose of the meeting is to fill vacancies in the Board of Trustees. Written notice of any meeting designating a reasonable place and the day and hour thereof shall be given by the Trustees to the Unit Owners at least seven days prior to the date so designated. Whenever at any meeting the Trustees propose to raise any matter requiring approval by the Unit Owners, the notice of the meeting shall identify such matter and the fact that Unit Owner approval therefor will be sought.

Section 5.9.3 Quorum of Unit Owners; Majority Vote of Unit Owners Defined. Unit Owners entitled to more than 50% of the beneficial interest of this Trust shall constitute a quorum at all meetings. "Majority" and "majority vote" of Unit Owners as used in this Trust shall mean the votes in person or by proxy at a duly noticed meeting of Unit Owners entitled to more than 50% of that

portion of the beneficial interest represented in person or by proxy at any meeting at which a quorum is present at the commencement of the meeting or such larger portion of the beneficial interest represented at the time of the vote. All actions by the Unit Owners shall require a majority vote except where the provisions of this Trust, the Master Deed, or Chapter 183A require a larger percentage.

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

Section 5.10.1 Notices to Unit Owners and Eligible Mortgage Holders. Every notice to any Unit Owner or to Eligible Mortgage Holders as defined under Section 5.7 required under the provisions of this Trust 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 given in writing by one or more of the Trustees to such Unit Owner or Eligible Mortgage Holder by mailing it, postage prepaid, addressed to such Unit Owner or Eligible Mortgage Holder at his or her address as it appears upon the records of the Trustees and as to Unit Owners, if other than at his or her Unit, or by mailing or delivering it to the Unit if such Unit appears as the Unit Owner's address or if no address appears, at least seven days prior to the date fixed for the happening of the matter, thing or event of which such notice is given. The Owner(s) of each Unit shall have the responsibility of providing the Trustees with any address other than the Unit to which the Owner(s) desire notices to be mailed.

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

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

Section 5.12 Checks, Notes, Drafts and Other Instruments. Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any two Trustees (or by one Trustee if there is only one), or by any person or persons to whom such power may at any time or from time to time have been delegated by majority vote of the Trustees.

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

ARTICLE VI

RIGHTS AND OBLIGATIONS OF THIRD PARTIES DEALING WITH THE TRUSTEES

Section 6.1 Reliance on Identity of Trustees. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear on record in the Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees under this Trust, or be affected by any notice, implied, constructive or actual, otherwise than by a certificate thereof signed by one or more of the persons appearing of record in the Registry of Deeds as Trustees, and such record or certificate shall be conclusive evidence of the personnel of the Trustees and of any changes therein. The receipts of the Trustees, or any one or more of them, for moneys or things paid or delivered to them or him shall be effective discharges therefrom to the persons paying or delivering the same and no person from whom the Trustees, or any one or more of them, shall receive any

money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was Trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees, and any instrument of appointment of a new Trustee or resignation or removal of an old Trustee purporting to be executed by the Trustees, Unit Owners or other persons required by this Trust to execute the same, shall be conclusive in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation, removal or appointment or the occasion thereof.

Section 6.2 No Personal Liability in Trustees. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee, or against any beneficiary either directly or indirectly, by legal or equitable proceedings, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees shall look only to the Trust property for any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners or the indemnity of the Trustees under provisions of Section 3.8 of this Trust or under provisions of Chapter 183A.

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

Section 6.4 Further Matters of Reliance. This Declaration of Trust and any amendments to this Trust and any certificate required by the terms of this Trust to be recorded and any other certificate or paper signed by the Trustees or any of them which it may be deemed desirable to record shall be recorded with the Registry of Deeds and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the Trust property or any beneficiary thereunder shall be held to have notice of any

alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with the Registry of Deeds. Any certificate signed by two Trustees in office at the time (only one Trustee if there is only one at the time), setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries and as to matters determining the authority of the Trustees, or any one of them to do any act, when duly acknowledged and recorded with the Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by any Trustee hereunder, or by a majority of the Trustees hereunder, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such 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 truth of the statements made in such certificate, the existence of the facts therein set forth and the existence of the authority of such Trustee(s) to execute and deliver the designated instrument on behalf of the Trust.

Section 6.5 Common Expenses in Event of Unit Mortgage Foreclosure. Any first mortgagee who comes into possession of a Unit pursuant to the remedies provided in its mortgage, by foreclosure of such mortgage or by deed in lieu of foreclosure shall take such Unit free of any claims for unpaid common expenses or assessments against such Unit which accrue prior to the time such mortgagee comes into possession of such Unit and after the date such mortgage was recorded in the Registry of Deeds (except for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 6.6 Common Expense Certificates. Notwithstanding any other provision of this Article VI, any certificate setting forth the amount of unpaid common expenses assessed as a lien against any Unit as provided by subsection (d) of Section 6 of Chapter 183A shall be conclusive evidence of the facts stated therein if signed by any two Trustees then in office (or one if there be only one in office).

Section 6.7 Federal Home Loan Mortgage Corporation and Federal National Mortgage Association Compliance. To the extent required to qualify mortgages of Units in the Condominium for sale to the Federal National Mortgage Association ("FNMA") and the Federal Home Loan Mortgage Corporation ("FHLMC") under prevailing rules and regulations, the following provisions shall apply notwithstanding any other provision of this Condominium Trust or the Master Deed.

(a) Except as provided by statute, in case of condemnation or substantial loss to the Units and/or common areas and facilities of the Condominium, unless at least 67% of (i) the first mortgage lenders holding mortgages on individual Units (based upon one vote for each

first mortgage owned) and representing at least 67% of the undivided interest in the common areas and facilities or (ii) Unit Owners have given their prior written approval, neither the Unit Owners nor the Trustees, by amendment to this Condominium Trust or otherwise, shall:

- (i) by act or omission, seek to abandon or terminate the Condominium;
- (ii) change the pro-rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining the pro-rata share of ownership of each Unit in the common areas and facilities;
- (iii) partition or subdivide any Unit;
- (iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities by the Condominium shall not be deemed an action for which any prior approval of a mortgagee shall be required under this subsection; and
- (v) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to common areas and facilities) for other than the repair, replacement or reconstruction of such property of the Condominium.

(b) Any first mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued subsequent to the recording of such mortgage and prior to such acquisition of title to such Unit by the mortgagee.

(c) No provision of this Condominium Trust shall be construed to give a Unit Owner or any other party priority over any rights of the first mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the common areas and facilities of the Condominium.

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

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

- (i) any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit on which it holds the mortgage;
- (ii) any 60-day delinquency in the payment of assessments or charges owed by the owner of the Unit on which it holds the mortgage;
- (iii) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Trust; and
- (iv) any proposed action that requires the consent of a specified percentage of "Eligible Mortgage Holders," as hereinafter defined.

(f) Unless Unit Owners representing at least sixty-seven (67%) percent of all allocated percentage interest in the common elements, and at least fifty-one (51%) percent of the "Eligible Mortgage Holders," as hereinafter defined, representing at least 51% of the undivided interest in the common areas and facilities of Unit Owners whose Units are subject to mortgages held by Eligible Mortgage Holders, have given their prior approval, no amendment to the Master Deed or the Condominium Trust shall be adopted which would make any material change (i.e., other than amendments by way of correcting technical error or clarification) with respect to any of the following matters:

- (i) voting rights;
- (ii) assessments, assessment liens or subordination of assessment liens;
- (iii) reserves for maintenance, repair and replacement of common areas;
- (iv) responsibility for maintenance and repairs;
- (v) reallocation of undivided interest in the general or limited common areas and facilities, or right to their use;
- (vi) boundaries of any Unit;

- (vii) convertability of Units into common areas or vice versa;
- (viii) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- (ix) insurance or fidelity bonds;
- (x) leasing of Units;
- (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (xii) a decision by the Condominium Trust to establish self management when professional management had been required previously by an Eligible Mortgage Holder;
- (xiii) restoration or repair of the Condominium property (after a casualty loss or partial condemnation) in a manner other than that specified in the Master Deed and the Condominium Trust;
- (xiv) any action to terminate the Condominium after substantial destruction or condemnation; and
- (xv) any provisions that expressly benefit mortgage holders, insurers or guarantors.

An "Eligible Mortgage Holder" is any holder of a first mortgage on a Unit who has requested in writing that the Condominium Trust notify it of any proposed action that requires the approval of a specified percentage of Eligible Mortgage Holders or first mortgagees, in accordance with FHLBC regulations. Any Eligible Mortgage Holder that does not deliver or post to the Condominium Trust a negative response within thirty (30) days of a written request by the Trustees for approval of any non-material addition or amendment pursuant to this subsection (f), shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this section, when recorded at the Registry of Deeds shall be conclusive against all persons as to the fact set forth therein.

The Trustees intend that the provisions of this Section 5.7 and all other provisions of this Condominium Trust, including Sections 5.4.2 and 5.8.1 comply with the requirements of FHLBC and FHLMA with respect to condominium mortgage loans and, except as otherwise required by the provisions of General Laws Chapter 183A, all questions with respect thereto shall be resolved consistent with that intention. In the event of any conflict between the percentage requirements of FHLMA, FHLBC, other sections of the Master Deed and Condominium Trust

and General Laws Chapter 183A with respect to any action or non-action to be taken or omitted by the Unit Owners or the Trustees, or with respect to any other matter, the greater percentage requirement shall control. The provisions of this Section 6.7 and Sections 5.4.2 and 5.5.1 may not be amended without the prior written approval of at least 67% (i) of the first mortgage lenders holding mortgages on individual Units (based upon one vote for each mortgage owned) and representing at least 67% of the undivided interest in the common areas and facilities or (ii) Unit Owners.

ARTICLE VII

AMENDMENTS AND TERMINATION

Section 7.1 Amendments. Except as stated in Section 6.7, the Trustees, with the consent in writing of Unit Owners entitled to not less than 67% of the beneficial interest in this Trust, may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change (a) according to the purport of which the percentage of the beneficial interest hereunder of any Unit Owner would be altered or in any manner or to any extent whatsoever modified or affected so as to be different from the percentage of the individual interest of such Unit Owner in the common areas and facilities as set forth in the Master Deed, and any amendment thereto, or which would render this Trust contrary to or inconsistent with any requirements or provisions of Chapter 183A, shall be valid or effective without the written consent of all Unit Owners whose percentage of the undivided interest in the common areas and facilities is affected; and (b) according to the purport of which would eliminate, impair or otherwise adversely affect any rights special to the Declarant (i.e., not appertaining generally to all Unit Owners) shall be of any force or effect unless assented to in writing by the Declarant. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with the Registry of Deeds of an instrument of amendment, alteration, addition or change as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgement of deeds by any two Trustees, if there be at least two then in office (or one Trustee if there be only one in office), setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners required by this Trust to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition or change whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes. Nothing in

this paragraph shall be construed as making it obligatory upon the Trustees to amend, alter, add to, or change the Declaration of Trust upon obtaining the necessary consent as hereinbefore provided.

The Declarant reserves for itself and any successors to the Declarant's interest in the Condominium during such time as the Declarant is entitled to appoint a majority of the Trustees of the Condominium Trust the right, without the consent or signature of any other Unit Owner, to amend this Condominium Trust to conform it with the requirements of the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association as they may apply to the Condominium.

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

Section 7.3 Disposition of Trust Property Upon Termination. Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of Chapter 183A, sell and convert into money the whole of the trust property, or any part thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them which shall be conclusive, all other property then held by them in trust hereunder, to the Unit Owners according to their respective beneficial interest stated in this Trust. In making any sale under this section, the Trustees shall have power to sell by public auction or private sale or contract and to buy in or rescind or vary any contract of sale and to resell without being answerable for loss and, for said purposes, to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distributions of Trust property may have passed.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Construction. In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is reasonably required by the subject matter or context. The title headings of different parts hereof are inserted only for

convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts. Unless the context otherwise indicates, words defined in Chapter 153A shall have the same meaning here.

Section 8.2 Waiver. The provisions of this Trust shall be waived only in writing by the party charged therewith, and not by conduct, no matter how often repeated.

Section 8.3 Partial Invalidity. The invalidity of any provision of this Trust shall not impair or affect the validity of the remainder of this Trust and all valid provisions shall remain enforceable and in effect notwithstanding such invalidity.

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

Trustees as aforesaid
and not individually

Walter Reddington, III
Walter Reddington, III

Marc R. Verreault
Marc R. Verreault


Martin R. Hanley, Jr.
Martin R. Hanley, Jr.

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

July 14th, 1988

Then personally appeared the above-named Walter Reddington, III, Marc R. Verreault and Martin R. Hanley, Jr., Trustees as aforesaid, and acknowledged the foregoing to be their free act and deed, before me.

Gail M. Smith
GAIL M. SMITH


My commission expires: November 2, 1990

LAKESHORE CONDOMINIUM
 RULES AND REGULATIONS

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

1. No Obstruction of Common Areas. Unit Owners shall not cause, nor shall they suffer obstruction of common areas and facilities except as the Trustees may in specific instances expressly permit.
2. Effect on Insurance. No Unit Owner shall use his Unit in such fashion as to result in the cancellation of insurance maintained by the Trustees on the Condominium or in any increase in the cost of such insurance, except that uses resulting in increase in premiums may be made by specific arrangement with the Trustees providing for the payment of such increased insurance costs by the Unit Owner concerned.
3. Signposting. Unit Owners may place their names only in such places outside the Unit as may be provided for by the Trustees.
4. Pets. The Trustees may require any Unit Owner not to bring a pet on common areas which the Trustees, in their sole judgment, determine unreasonably interferes with the use of the common areas by other Unit Owners.
5. Radios, Phonographs, Musical Instruments. The volume of television sets, radios, phonographs, musical instruments and the like shall be turned down after 11:00 P.M. and shall at all times be kept at a sound level which will not annoy the occupants of neighboring Units.
6. Laundry. No Unit Owner shall hang laundry, rugs, drapes and the like out of a Unit.
7. Signs. Unit Owners may not rent any Unit for transient purposes nor may they display "For Sale" or "For Rent" signs in windows of their Unit nor may the Owners of any Unit place window displays or advertising in windows of any Unit.
8. Abuse of Mechanical System. The Trustees may charge to a Unit Owner any damage to the mechanical, electrical or other building service system of the Condominium caused by such Unit Owner by misuse of those systems.
9. Car Keys. If a Unit Owner entrusts a car key to an employee of the Condominium for purposes of moving the car or having access to the car, the entrusting of such keys shall be at the sole risk of the

Unit Owner or owner of the car key and the Trustees shall in no way be liable for any injury, loss or damage resulting directly or indirectly from such entrusting of a car key.

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

11. Balconies. Balconies shall be kept in orderly fashion at all times. Objects shall not be placed on or hung from the balcony railings or in any other manner placed such that there would be any reasonable risk of the object falling from the balcony.

12. Sauna, Swimming Pool and Boat Slips. The sauna, swimming pool and boat slip areas shall be open for use only during such hours as the Trustees determine and any use during other hours is strictly prohibited without the Trustees' prior written consent. Use of the sauna, pool and boat slips shall be subject to rules and regulations established by the Trustees from time to time of which the Unit Owners are given notice. Notice may be given by posting at the sauna, pool or boat slip areas, as the case may be, or by any other method reasonably calculated to inform the Unit Owners thereof. Unit Owners shall at all times be responsible for conduct of any guest permitted at the sauna, pool or boat slip area. Safe use of the sauna, pool and boat slips is paramount and the Trustees and any person appointed by them to supervise the sauna, pool or boat slip area may at any time ban any Unit Owner or other person, permanently or temporarily, from use of the sauna, pool or boat slip area whose conduct at the sauna, pool or boat slip area endangers themselves or any other person.