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ATTEST: Thomas M Ryan, Temp Register

Suffolk County Registry of Deeds

**MASTER DEED
OF THE**

16 OAK STREET CONDOMINIUM

The 16 Oak Street, LLC, a limited liability company organized under the laws of the Commonwealth of Massachusetts, with an address of 45 Luke Street, Wrentham, Massachusetts (hereinafter referred to as "Declarant"), being the owner of certain premises commonly known and numbered as 16 Oak Street, Charlestown, Massachusetts, and being more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the "Premises"), by duly executing and recording this Master Deed with the Suffolk County Registry of Deeds, does hereby submit said Premises to the provisions of Chapter 183A of the General Laws of Massachusetts and proposes to create and does hereby create a condominium (the "Condominium") to be governed by and subject to the provisions of Chapter 183A, as amended, and to that end hereby declares and provides as follows:

1. Name

The name of the Condominium shall be the **16 OAK STREET CONDOMINIUM.**

2. Description of the Land

The land or premises, together with the building and all improvements thereon, which constitute the Condominium is commonly known and numbered as 16 Oak Street, Charlestown, Massachusetts. The land or premises is subject to, and has the benefit of a Driveway Easement Agreement and Roof Covenant and Agreement, recorded herewith. The land is described more fully in the aforementioned Exhibit A.

The premises are conveyed subject to and with the benefits of, as the case may be, the easements, encumbrances, restrictions and reservations of record, if any, in force and applicable and are subject to and with the benefit of the rights and easements reserved by the Declarant in this Master Deed.

3. Description of Building

The Condominium is comprised of a three (3) story, wood-framed building, with basement level (the "Building"), comprising two (2) residential dwelling units (the "Units"). The Building is situated on a foundation comprised of concrete and has a flat, rubber roof. Each Unit is separately metered for electricity and gas. Each Unit is independently serviced by a gas-fired hot water heater and HVAC system. The Building is separately metered for municipal water and sewer, and common electricity.

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4. Description of Units and Unit Boundaries

The Units shall be known as **Unit 1 and Unit 2**, respectively. The Units and a statement of their locations, approximate areas, number and composition of rooms, immediately accessible common areas and other descriptive specifications, and its proportionate interest in the common areas and facilities, described in Section 5, are set forth in Exhibit B, which is attached hereto and incorporated herein by reference. The Units are shown on the plans, further described in Section 7 (the "Plans").

Each Unit includes the ownership of all utility lines, heating, plumbing, electrical, and other apparatus and equipment which exclusively serve the individual Unit, and which are located within that Unit.

5. Common Areas and Facilities

The common areas and facilities of the Condominium (hereinafter, interchangeably called "Common Areas and Facilities", "Common Areas" or "Common Elements") comprise and consist of:

(a) The land described in Exhibit A, together with and subject to all easements, encumbrances, restrictions and appurtenances, if any, of record, and the rights and easements reserved by the Declarant as described in this Master Deed;

(b) All areas of the building not included in any Unit by virtue of the Plans and the definitions set forth herein, including without limiting the generality of the foregoing, to the extent such may exist from time to time:

(1) The foundations, structural members, beams, supports, exterior walls, exterior doors, exterior frames for exterior windows and exterior frames for doors leading from Units to the Common Areas, roof, entrances and exits of the Building, structure walls or other structural components contained entirely within any Unit, and as described in Exhibit C attached hereto and incorporated herein by reference;

(2) The entrances, entrance halls, hallways serving more than one Unit, the mailboxes and other facilities in such hallways, outdoor stairs, basement area which is not for the exclusive use of a specific Unit, basement stairway, and all improvements thereto, equipment and fixtures therein, and the other features and facilities thereof;

(3) All conduits, ducts, pipes, plumbing, wiring, chimneys, flues, electric meters, and all sewer and drainage pipes, septic tanks, and sewer disposal systems located without the Units and all such facilities located within any Unit that serves part of the condominium other than the Unit within which such facility is contained;

(c) The installation of central services such as heat, electric power, gas, heating, hot and cold water, fire protection system, but not including equipment contained within and servicing a single Unit. All other elements and features of the Condominium, however designated or described excepting only the Units themselves as herein defined and described, and all other items, listed as Common Areas and Facilities in Chapter 183A of the Massachusetts General Laws and located on the property and not referred to herein.

(d) In addition to and not in limitation of the rights of the Unit owners as elsewhere herein set forth and as provided in Chapter 183A, the owner(s) of each Unit shall have, as appurtenant to such Unit, the rights and easements, in common with the owner(s) of all other Units and subject to the like rights and easements appurtenant to such other Units, to use the Common Areas and Facilities, subject always, however, to the exclusive rights reserved herein, and the rules and regulations promulgated by the Trustees from time to time.

(e) The Declarant reserves to the Unit owners, the following exclusive easements and rights, as appurtenant to their Units and as shown on Plans recorded herewith:

(1) Unit 1 shall have:

- (a) the exclusive right to use and enjoy the rear deck, adjacent to Unit 1, designated on the Plans as "Deck Exclusive To Unit 1";
- (b) the exclusive right to use and enjoy the storage closets located in the basement, designated on the Plans as "Closet Exclusive To Unit 1";
- (c) the exclusive right to use and enjoy the storage areas located adjacent to the parking area, designated on the Plans as "Storage Exclusive to Unit 1";
- (d) the exclusive right to use and enjoy the side yard and rear yard, designated on the Plans as "Side Yard Excl. Use Unit 1" and "Rear Yard Exclusive Use Unit 1", respectively; provided, however, the Owner(s) of Unit 2 shall have the right to pass and re-pass over the side yard for purposes of ingress and egress; and,
- (e) the exclusive right to use and enjoy the parking space, designated on the Plans as "Parking Spot Exclusive To Unit 1".

(2) Unit 2 shall have:

- (a) the exclusive right to use and enjoy the rear deck, adjacent to Unit 2, designated on the Plans as "Deck Exclusive To Unit 2";

- (b) the exclusive right to use and enjoy the storage closets located in the basement, designated on the Plans as "Closet Exclusive to Unit 2";
- (c) the exclusive right to use and enjoy the storage area located adjacent to the parking area, designated on the Plans as "Storage Exclusive to Unit 2";
- (d) the exclusive right to use and enjoy the roof area and roof deck, designated on the Plans as "Roof Exclusive To Unit 2" and "Roof Deck Exclusive To Unit 2", respectively; the roof shall remain part of the Common Areas and Facilities, and the Trustees shall maintain, repair and replace the roof as necessary; provided, however, the responsibility and cost for repairing, maintaining, removing and replacing the roof deck, including any consequential damage to the Building shall be borne solely by the Owner(s) of Unit 2; and,
- (e) the exclusive right to use and enjoy the parking space, designated on the Plans as "Parking Spot Exclusive To Unit 2".

Easement Agreement with 14 Oak Street Condominium. The herein Condominium shares a driveway easement with 14 Oak Street Condominium Trust (collectively referred to as the "Associations"). There is granted, via the Driveway Easement Agreement recorded herewith (the "Driveway Easement"), to each of the Associations the perpetual right and easement in common with each other to use the Driveway Easement for the purpose of continuous, year-round access for motorized and pedestrian traffic, and the like, and to provide access for all emergency and maintenance vehicles. The above-referenced Driveway Easement shall be considered a part of the Condominium Documents of the Associations and each shall be perpetually bound by same.

Roof Covenant and Agreement with 14 Oak Street Condominium. The herein Condominium shares an adjoining roof with 14 Oak Street, Charlestown, Massachusetts, which is subject to a Roof Covenant and Agreement recorded herewith.

Parking. The Parking Areas shall be used solely for parking of private automobiles, motorcycles, and non-commercial vans and trucks by the owner(s) of the Units entitled to use said Parking Areas, their tenants and their guests. No commercial trucks, vans and the like, boats, or trailers, may be parked in the Parking Areas without the express written consent of the Trustee(s) of the Condominium Trust (hereinafter defined); the Parking Areas may be leased or rented to the owner or occupant of a Unit

in the Condominium or to the owner or occupant of neighboring 16 Oak Street Condominium, but not to any other person, except with the prior written approval of the Trustees; and, any party using a Parking Area shall comply with the provisions relating to such use contained in this Master Deed, the Condominium Trust, and any rules and regulations promulgated pursuant to said Condominium Trust.

Notwithstanding any of the above-mentioned exclusive use areas, each Unit shall have the right to pass and re-pass over any Common Area, exclusive or otherwise, for purposes of accessing a Unit's respective meter, mechanical system, and the like, if necessary. **If it's determined that a common meter is located within an exclusive use common area, the owner(s) of such exclusive area shall provide keys to the other owner(s) to provide immediate access (24-hour access) in the event of an emergency.**

These areas subject to easements for exclusive right of use shall be kept in a clean and orderly manner by the Unit Owner(s) benefiting from such exclusive easement and right of use (who shall also reimburse the Trust for the cost of any repairs of damage thereto caused or permitted by such Unit Owner's negligence, misuse or neglect). Excepting only landscaping and snow removal, which shall remain a common expense, general maintenance and repair of such exclusive use areas shall be the obligation of the respective Unit Owner' provided, however, if the Owner of any such Unit shall fail or neglect so to maintain, the Trustees may do so and charge the Unit Owner for the costs thereof, and such Unit Owner shall be liable therefore. Structural repairs and/or the replacement of such exclusive use areas shall remain a common expense. All exclusive easements are a part of the Common Areas and Facilities of the Condominium and subject to regulation by the Condominium Trust, which regulation shall not be inconsistent with exclusive rights and easements granted as aforesaid by the Declarant.

6. Determination of Percentage Interest in Common Areas and Facilities

The owners of each Unit shall be entitled to an undivided interest in the Common Areas and Facilities in the percentages set forth in Exhibit B attached hereto for each Unit. The percentages of interest of the respective Units in the Common Elements and Facilities have been determined upon the basis of the approximate relation which the fair market value of each Unit on the date hereof bears to the aggregate fair value of all the Units on this date. The Common Areas and Facilities, including those common areas to which certain Units have as appurtenant to them exclusive rights and easements of use, shall be subject to the provisions of the Condominium Trust and the By-Laws set forth therein or adopted pursuant thereto.

7. Floor Plans and Site Plan

The floor plans and site plan (the "Plans") of the Building and the Units therein, together showing the layout of the layout of the Building, setting forth the Units within the Building and depicting the Unit numbers, layout, location and dimensions, entrances, and immediate common areas to which each Unit has access, all "as built", and bearing

the verified statement of a registered architect, registered professional engineer, or registered land surveyor, certifying that the Plans, taken together, fully and accurately depict the layout, location, unit numbers, and dimensions of the Units "as built", are filed with and made a part of this Master Deed.

8. Purpose of Units

The purposes for which the building and the Units and other facilities are intended to be used are as follows:

(a) The Building and each of the Units shall be used solely for residential purposes and such other accessory or ancillary use (including limited home office use) as may be allowed from time to time by the City of Boston, so long as each such use is consistent with and appropriate to the design of the building, and each Unit shall be used only for such purposes and to such extent as will not overload or interfere with any Common Areas or the enjoyment thereof by the other Unit Owners or occupants.

(b) Notwithstanding the provisions of Sections 8, 9 and 10 of this Master Deed, the Declarant hereof may, until all of the Units have been sold by the Declarant, let or lease Units which have not been sold by the Declarant and use any Unit owned by the Declarant as models for display for the purpose of selling or leasing Units, or other lawful purpose.

9. Restrictions on Use of Units

The restrictions on the use of the Units are as follows:

(a) No Unit shall be used or maintained in any manner which unreasonably interferes with the use and enjoyment of any other Unit or of the Common Areas and Facilities, and to that end 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 which may be or become an annoyance or nuisance to the occupancy of any other Unit. All Units shall be used in accordance with and subject to any rules and regulations as may be in effect from time to time;

(b) The owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to provisions of Sections 8 and 9 hereof, and may modify, remove and install non-bearing walls lying wholly within such Unit, provided, however, that any and all work with respect to the removal and installation of interior non-bearing walls or other improvements shall be done in a good and workmanlike manner, pursuant to a building permit duly issued (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Condominium Trust, which approval shall not be unreasonably withheld or delayed; Provided, however, no such work shall be performed until such time as declarant no longer has an interest in the Condominium;

(c) In order to preserve the architectural integrity of the building and the Units, without modifications, and without limiting the generality thereof, without the prior written consent of the Trustees after a meeting of the Unit Owners, no balcony, awning, screen, antenna, sign, banner, or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Unit or any part thereof, no addition to or change of the Common Area or any Exclusive Use Area shall be made and no painting or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window; provided however, that the provisions of this subparagraph shall not restrict the right of owners to decorate the interior of their Units or install window air conditioning units;

(d) The limitations on use and restrictions set forth in Sections 8 and 9 hereof shall be for the benefit of the owners of the Units and the Trustees of the Condominium Trust, as the persons in charge of the Common Elements, shall be enforceable by the Trustees or by one or more of the Unit Owners, and shall, insofar as permitted by law, be perpetual; and, to that end, may be extended by the Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. In addition to all remedies available by law, the Trustees may enforce these restrictions by imposing fines.

No Unit Owner shall be liable for any breach of the provisions of this section except such as occur during his or her ownership thereof. The restrictions may be implemented and further defined by the Trustees, or waived by the Trustees, at their option;

(e) All maintenance and use by Unit Owners of all facilities shall be done so as to preserve the appearance and character of the same and of the grounds and building;

(f) Pets. Unit owners may keep domestic animals (i.e. cat or dog) in their respective units, subject to the rules and regulations adopted by the Trustees. Unit owners must obtain the express written consent of the Trustees to keep an animal other than a dog or cat (i.e. reptile) within their respective units. Breeding of pets is strictly prohibited. The Trustees may adopt further rules regarding maintaining pets at the Condominium; and,

(g) No improper, offensive, or illegal activity shall be carried on in any Unit, or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be done or become an annoyance or nuisance to the other Unit Owners or occupants. It is hereby understood no Unit Owner shall make or permit any disturbing noises by him/herself, his/her family, servants, employees, agents, visitors, lessees and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of the other Unit Owners. The Unit Owners shall observe strictly all applicable laws, zoning ordinances and the regulations of all governmental bodies having jurisdiction.

10. Leasing

Any Unit Owner may lease or rent his or her respective Unit, subject to the following conditions:

(a) Any lease or occupancy agreement shall:

(i) be in writing and apply to the entire Unit; and not merely a portion thereof, a copy of which shall be provided to the Trustees;

(ii) be for a term of not less than (6) months, unless specifically authorized in writing by the Trustees;

(iii) expressly provide that the lease or occupancy agreement shall be subject in every respect to the Master Deed, the Declaration of Trust, and the By-Laws and Rules and Regulations thereof, as amended which shall be provided to the tenant by the respective Unit Owner; and,

(iv) contain the following notice:

IMPORTANT CLAUSE

“THIS LEASE IS MADE IN ALL RESPECTS SUBJECT TO THE LESSOR’S OBLIGATIONS CREATED BY THE LAW AND BY THE MASTER DEED, DECLARATION OF TRUST, BY-LAWS AND RULES AND REGULATIONS OF THIS CONDOMINIUM (“CONDOMINIUM DOCUMENTS”) ADOPTED OR TO BE ADOPTED BY THE CONDOMINIUM OR THE TRUSTEES. TENANT ACKNOWLEDGES RECEIPT OF A COPY OF THE CURRENTLY EXISTING CONDOMINIUM DOCUMENTS. THE PARTIES HERETO COVENANT AND AGREE AS FOLLOWS: THE TENANT’S RIGHT TO USE AND OCCUPY THE PREMISES SHALL BE SUBJECT AND SUBORDINATE IN ALL RESPECTS TO THE PROVISIONS OF THE CONDOMINIUM DOCUMENTS AND TENANT AGREES TO COMPLY WITH ALL OF THE FOREGOING AND TO REIMBURSE THE UNIT OWNER FOR ANY ASSESSMENT MADE AGAINST THE UNIT OWNER BY THE TRUSTEES AS A RESULT OF A VIOLATION OF THE CONDOMINIUM DOCUMENTS BY TENANT. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL CONSTITUTE A MATERIAL BREACH OF THIS LEASE AGREEMENT.”

(b) Unit Owners shall be responsible for any violations of the Condominium Documents by their tenants. If such violation by a tenant creates an unreasonable nuisance, the Trustees may give written notice to the landlord Unit Owner demanding that the nuisance be cured and if not that the landlord will evict the tenant from the Unit

and the Trustees may start such proceeding both on behalf of the Trust and as attorney for the landlord Unit Owner if the landlord has not filed such a suit within thirty (30) days of the giving of such notice. If the Trustees succeed in such a suit, the landlord Unit Owner shall be responsible for all costs incurred, including reasonable attorneys' fees. Each Unit Owner hereby appoints the Trustees and each of them as such Unit Owner's attorney-in-fact for such purpose, and such appointment shall be deemed to be coupled with an interest and irrevocable.

11. Amendments

(a) This Master Deed may be amended by an instrument in writing:

(i) approved by the Unit Owners entitled to not less than one hundred (100%) percent of the undivided interest in the Common Areas and Facilities; and

(ii) signed by a majority of the Trustees of the Condominium Trust, who certify within the amendment that owners entitled to at least one hundred (100%) percent of the undivided interest in the Common Areas and Facilities approved the Amendment; and

(iii) duly recorded with the Suffolk Registry of Deeds,

PROVIDED, HOWEVER, that:

(iv) the date on which any such instrument is first signed shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same shall have been so recorded within six (6) months after such date; and

(v) no instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Unit so altered and unless the same has been assented to in compliance with Paragraph 20 hereof; and

(vi) no instrument of amendment which alters the percentage of the undivided interest in and to the Common Areas to which any Unit is entitled shall be of any force or effect unless it has been signed by the owners of the Unit so altered and unless the same has been assented to in compliance with Paragraph 20 hereof; and

(vii) no instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A, as amended, of the General Laws of Massachusetts shall be of any force or effect (but all other portions thereof shall be of full force and effect); and

(viii) no instrument of amendment affecting any Unit in a manner which eliminates, impairs, or otherwise adversely affects any rights special to the Declarant shall be of any force or effect unless the same is also signed by the Declarant or any successor to the Declarant's interest in the condominium.

(b) Notwithstanding anything herein contained to the contrary, the Declarant reserves for itself and any successors to the Declarant's interest in the Condominium, which right shall terminate at such time as the Declarant or its successor in interest to the building conveys out the last Unit Deed, the right and power to record a special amendment ("Special Amendment") to the Master Deed or the Condominium Trust at any time and from time to time which amends the Master Deed or the Condominium Trust (i) to comply with the requirements of the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association or the Department of Housing and Urban Development, or any other governmental agency which performs functions similar to those currently performed by such entities; (ii) to induce any such agency to make, purchase, sell insure or guarantee first mortgages for the Units, or (iii) to correct clerical or typographical errors in the Master Deed or any exhibit or plan thereto or to the Condominium Trust. In furtherance of the foregoing, each Unit Owner hereby constitutes and appoints, and by the acceptance and recording of the deed to its Unit shall thereby again constitute and appoint, the Declarant as its attorney-in-fact for the limited purposes enumerated above. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future owner of a Unit in the Condominium, and all other persons claiming by, through or under it (including the holder of any mortgage or other encumbrance) or any other party whatsoever.

12. Managing Entity

The entity through which the Unit Owners will manage and regulate the Condominium established hereby is the Condominium Trust which is dated the same day as this Master Deed and which is recorded herewith. In accordance with Chapter 183A, the Declaration of Trust enacts By-laws and establishes a membership organization of which all Unit Owners shall be members and in which the Unit Owners shall have a beneficial interest in proportion to the percentages of undivided interest in the Common Areas and Facilities to which they are entitled under this Master Deed. The name and address of the original and present Trustee, so designated in the Declaration of Trust, is:

**16 Oak Street, LLC
45 Luke Street
Wrentham, Massachusetts 02093**

13. Units Subject to Master Deed; By-Laws; Unit Deed and Rules and Regulations

All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the By-laws and the Rules and Regulations of the Condominium Trust, as they may be amended from time to time (collectively called the "Documents" herein). The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of the Documents as they may be amended from time to time are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof, and (b) a violation of the provisions of the Documents by any such person shall be deemed a substantial violation of the duties of the respective Unit Owner.

14. Encroachments

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter, there shall be deemed to be mutual easements in favor of the Unit Owners collectively as owners of the Common Areas and the respective individual Unit Owners involved to the extent of such encroachments so long as the same shall exist.

15. Pipes; Wires; Flues; Ducts; Cables; Conduits; Public Utility Lines and other Common Elements Located Inside of Units.

Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units serving his or her Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units located in such Unit.

The Trustees shall have a limited right of access to each Unit for the comfort, convenience and safety of Unit Owners for purposes of operation, inspection, protection, maintenance, repair and replacement of Common Areas and Facilities and correction, termination, and removal of acts or things that interfere with the Common Areas and Facilities or are otherwise contrary to or in violation of the provision hereof; provided however such access shall be at reasonable times, except for emergencies which would therefore allow the Trustees access to the Units to inspect or repair the same, to remove violations therefrom and to make emergency repairs as provided for in Chapter 183A.

16. Invalidity

The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included herein.

17. Waiver

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violation or breaches which may occur.

18. Captions

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

19. Conflicts

This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions herein conflict with the provisions of the statute, the provisions of the statute shall control. All terms and expressions used in this Master Deed which are defined in Chapter 183A shall have the same meanings here unless the context otherwise requires.

20. Provisions for the Protection of Mortgagees

Notwithstanding any other provisions of this Master Deed or in the Condominium Trust and By-Laws, the following provisions shall apply to the extent required to qualify the Units of the Condominium for Unit mortgages under then prevailing regulations of the Federal National Mortgage Association ("FNMA") and the Federal Home Loan Mortgage Corporation ("FHLMC") and shall be enforceable by the holders of first mortgages of record:

(a) In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

(i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage;

(ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or

(iii) sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii) above.

(b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.

(c) Except as provided in Chapter 183A, Section 6, (including without limitation the Common Areas "Superlien" effectuated by Chapter 400 of the Acts of 1992) any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or assessments or charges which accrued prior to the acquisition of title to such Unit by such First Mortgagee; and any lien of the Condominium Trust for common expenses or assessments or other charges shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became due and payable prior to such sale or transfer.

(d) Except as provided in Chapter 183A, Section 6, (including without limitation the Common Areas "Superlien" effectuated by Chapter 400 of the Acts of 1992) all liens of the Condominium Trust for common expense assessments or other charges becoming payable on or after the date of recording of any First Mortgage shall be subordinate to that mortgage. In addition, any fees, late charges, fines, or interest that may be levied by the Trust in connection with unpaid assessments shall be subordinate to a prior recorded First Mortgage. However, liens perfected as provided in Chapter 183A, Section 6 shall have priority over all mortgages of record.

(e) Except as provided herein or in the Condominium Trust with regard to the regrouping, subdividing, or altering the layout of the Units, if specifically provided for herein, or by statute in case of condemnation or substantial loss to the Units and/or Common Areas and Facilities of the Condominium unless at least seventy-five (75%) percent of the lenders which are holders of first mortgages on the individual Units in the Condominium (based upon the percentage interest of the Unit secured by the subject mortgage), have given their prior written approval, neither the Unit Owners nor the Trustees of the Condominium Trust by amendment to this Master Deed or otherwise, shall:

(i) by act or omission, seek to abandon or terminate the Condominium; or

(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; or,

(iii) partition or subdivide any Unit; or,

(iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities, provided that the granting of easements for public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the holders of first mortgages of record shall be required pursuant to this clause; or,

(v) use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities for other than repair, replacement or reconstruction thereof, except as otherwise provided in the Condominium Trust, which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A.

(f) Consistent with the provisions of Chapter 183A, all taxes, assessments, and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not the Condominium as a whole.

(g) In no event shall any provision of this Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee 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.

(h) A First Mortgagee, upon written request made to the Trustees of the Condominium Trust, shall be entitled to:

(i) written notification from the Trustees of the Condominium Trust of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Condominium Trust which is not cured within sixty (60) days;

(ii) inspect all books and records of the Condominium Trust at all reasonable times;

(iii) receive an annual audited financial statement of the Condominium Trust within one hundred twenty (120) days following the end of any fiscal year of the Condominium Trust prepared at such mortgagee's expense;

(iv) receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all meetings;

(v) receive prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a First Mortgage or any proposed taking by condemnation or eminent domain of such Unit or the Common Areas and Facilities; and

(vi) receive timely written notice of any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Condominium Trust.

(i) No agreement for professional management of the Condominium or any contract with the Declarant may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or less written notice.

(j) Any First Mortgage Holder that does not deliver or post to the Trustees a negative response within sixty (60) days of a written request by certified mail by the Trustees for approval of any non-material addition or amendment pursuant to this Section shall be deemed to have consented to the addition or change set forth in the request. An affidavit by the Trustees recorded at the Suffolk County Registry of Deeds shall be conclusive as to the facts therein set forth as to all parties and may be relied upon by third parties.

(k) In addition to the provisions herein, unless the Unit Owners holding at least one hundred (100%) of the percentage interest in the Common Areas and Facilities and at least fifty-one (51 %) percent of the Holders of first mortgages of record have given their prior approval, no amendment to the Master Deed shall be adopted which would make any material change (i.e. other than amendments by way of correcting technical errors or clarifications) with respect to any of the following matters:

(i) voting rights;

(ii) increases in assessments that raise the previously assessed amount by more than twenty-five (25%) percent, assessment liens or the priority of assessment liens;

(iii) reductions in reserves for maintenance, repair and replacement of Common Areas;

(iv) responsibility for maintenance and repair;

(v) convertibility of Units into Common Areas or vice versa;

- (vi) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium premises;
- (vii) hazard or fidelity insurance requirements;
- (viii) imposition of any restrictions on leasing of Units;
- (ix) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (x) a reallocation of interests in the general or limited common elements, or rights to their use;
- (xi) restoration or repair of the Condominium premises (after a casualty or partial condemnation) in a manner other than that specified in the Master Deed and the Condominium Trust;
- (xii) any action to terminate the Condominium after substantial destruction or condemnation occurs;
- (xiii) any provisions that expressly benefit holders, insurers or guarantors of Unit mortgages; and
- (xiv) redefinition of any Unit boundaries.

(1) The Declarant intends that the provisions of this paragraph 20 and all other provisions of this Master Deed shall comply with the requirements of the Federal Home Loan Mortgage Corporation and the FNMA with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention, except as otherwise required by the provisions of Chapter 183A.

(m) The provisions of this paragraph 20 may not be amended or rescinded without the consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Suffolk Registry of Deeds in accordance with the requirements herein.

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IN WITNESS WHEREOF, the undersigned has caused this Master Deed to be duly executed, sealed and delivered on this 15 day of August 2016.

16 OAK STREET LLC

Kathryn Gledhill-Earls
BY: Kathryn Gledhill-Earls
ITS: manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 15 day of August 2016, before me, the undersigned notary public, personally appeared Kathryn Gledhill-Earls, proved to me through satisfactory evidence of identification, which was [] personal knowledge, photographic identification, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

St C Schalk
Notary Public *Steven C. Schalk*
My commission expires: *3/4/22*

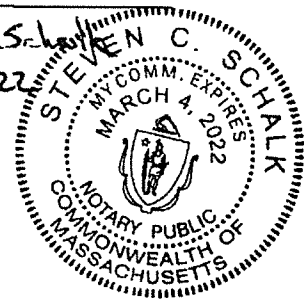


EXHIBIT A

16 OAK STREET CONDOMINIUM

A certain parcel of land with the buildings thereon situated in Boston, Suffolk County, Massachusetts and now known as and numbered 16 Oak Street, Charlestown, Massachusetts, being Lot B on a plan entitled "Subdivision Plan For Kate Earls at 14-16 Oak Street, Charlestown, MA; Civil Environmental Consultants L.L.C.", dated July 27, 2015 and recorded with Suffolk Registry of Deeds on August 4, 2015 in Plan Book 2015, Page 316 (the "Plan").

Said Lot B contains approximately 2,623 square feet of land according to said Plan.

Subject to a driveway easement recorded herewith. Subject to a tax agreement recorded herewith. Subject to a roof covenant and agreement recorded herewith.

Subject to a Revocable License Agreement and recorded herewith.

For title see Deed dated May 15, 2015 and recorded with Suffolk Registry of Deeds at Book 54454, Page 198.

EXHIBIT B

16 OAK STREET CONDOMINIUM

<u>Unit</u>	<u>Approx. Area</u>	<u>No. & Designation of Rooms</u>	<u>Interest</u>
1	1,738 sq. ft.	3BR, L, D, K, 3B	54%
2	1,490 sq. ft.	2BR, L, D, K, 2B	46%

LEGEND:

- L = Living Room
- D = Dining Room
- K = Kitchen
- BR = Bedroom
- B = Bathroom

Square footage approximations listed above are based on measurements obtained by the architect who prepared the floor plans filed herewith.

CITY OF BOSTON

The entire amount of Chapter 199 of the Acts of 1982 in the amount of \$500.00 has been paid with respect to the 2 units of the condominium described in this master deed. 1 lot in the consolidation contained on the consolidation plan. 1 lot of the subdivision contained in the subdivision plan.


ASST. 
 Director-Treasurer

EXHIBIT C

16 OAK STREET CONDOMINIUM

The Unit Dimensions shown on the Plans extend to interior wall surfaces but, hereinafter set forth, the boundaries of the Units, with respect to the walls, floors, ceilings, doors, and windows thereof, are as follows:

- (1) Exterior Building Walls: the plane of the interior surface of the wall studs.
- (2) Floors: the plane of the upper surface of the subflooring or, in the case of those Units without subflooring, the lower surface of the floor slab.
- (3) Ceilings: the plane of the lower surface of the ceiling joist.
- (4) Doors and Windows: as to doors providing access and egress to the Unit, the plane of the exterior surface thereof; and as to windows and doors containing glass, the planes of the exterior surfaces of the window or panel frames.*
- (5) Interior Building Walls: the plane of the surface facing such Unit of the wall studs

Included as part of each Unit are the systems and equipment located in the Common Areas and Facilities, exclusively serving such Unit.

To the extent of any inconsistencies between the provisions of this Exhibit C and the Floor Plans, the provisions of the Floor Plan shall supersede.

** Replacement of exterior windows and doors by a respective Unit Owner shall be substantially identical to the existing windows and doors, unless otherwise approved by the Trustees.*



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Recorded: 08/31/2016 04:09 PM

ATTEST: Thomas M Ryan, Ternp Register
Suffolk County Registry of Deeds

DECLARATION OF TRUST

16 OAK STREET CONDOMINIUM TRUST

DECLARATION OF TRUST made this 15 day of August 2016, by 16 Oak Street, LLC, a Massachusetts Limited Liability Company with a principal place of business located at 45 Luke Street, Wrentham, Massachusetts (the "Trustee(s)" 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).

ARTICLE I

Name of Trust

The Trust hereby created shall be known as the **16 Oak Street Condominium Trust** (the "Trust"). Under that name, so far as legal, convenient and practicable, all business shall be conducted by the Trustees and all instruments in writing shall be executed by the Trustees.

ARTICLE II

The Trust Purposes

Section 2.1. Unit Owners' Organization. All the rights and powers in and with respect to the common areas and facilities (the "Common Areas and Facilities") of the 16 Oak Street Condominium (the "Condominium") established by a Master Deed recorded herewith (the "Master Deed") with the Suffolk County Registry of Deeds (the "Registry of Deeds") which are by virtue of the Massachusetts General Laws, Chapter 183A, as amended ("Chapter 183A"), conferred upon or exercisable by the organization of the Unit Owners of said Condominium, and all property, real and personal tangible and intangible conveyed to the Trustees hereunder shall vest in the Trustees in trust to exercise, manage, administer and dispose of the same, and to receive the income therefrom for the benefit of the owners of record from time to time of the Units of the Condominium ("Unit Owners") according to the schedule of undivided beneficial interest set forth in Article IV hereof (the "beneficial interest") and in accordance with the provisions of Chapter 183A and for the purposes therein set forth.

This Trust is the organization of Unit Owners established pursuant to the provisions of Section 10 of Chapter 183A and for the purposes therein set forth.

Section 2.2 Not a 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. Except in the event a vacancy exists, there shall at all times be two (2) Trustees (the "Trustee(s)").

Provided, however, that notwithstanding anything to the contrary in this Trust, until the "turnover event," as hereinafter defined, the number of Trustees shall be one (1) person consisting of the original Trustee named herein or other person designated by the Declarant. The "turnover event" shall be no later than the earlier of the following events: (a) two (2) years after one (1) of the Units in the Condominium has been conveyed of record by the Declarant to a Unit purchaser or (b) the sale all of the Units. Upon the occurrence of the "turnover event", the office of the original Trustee (or the successors thereto) shall be deemed vacant so as to permit the vacancies to be filled by the Unit Owners in the manner set forth in Section 3.3 hereinafter. Until such vacancies have been filled, the original Trustee (or successor thereto) may continue to act as Trustee hereunder.

Notwithstanding anything to the contrary in this Trust contained, during the time the Declarant is entitled to designate the Trustee, as aforesaid, 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 in 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 to designate Trustees under this section shall inure to the benefit of any successors to the Declarant's interest in the Condominium.

Section 3.2 Term. From and after the "turnover event" as described in Section 3.1 above, the terms of office of the Trustees shall, except as hereinafter provided, continue until said Trustee is removed or resigns, as set forth below.

Section 3.3 Vacancies, Appointment, and Acceptance of Trustees. Except as otherwise provided herein, the Trustee for each Unit shall be deemed to be the Unit Owner whose name first appears on such Unit Deed recorded with the Registry of Deeds. No Certificate of Appointment and/or Certificate of Acceptance shall be required to confirm such designation. A Unit Owner may nominate another person as Trustee by filing an appointment and acceptance of such person as Trustee with the Registry of Deeds; provided, however, such person must be another Unit Owner or family member. The subsequent conveyance of a Unit shall automatically remove that respective Unit's Trustee.

If a Trustee is removed, resigns, or is unable to perform as a result of death or incapacity and the number of Trustees is less than the number established under Section 3.1, a vacancy or vacancies shall be deemed to exist. Such vacancy shall be filled as set

forth above or by (a) an appointment of a natural person to act as such Trustee (i) by the Unit Owner designated pursuant to Section 4.2 hereof whose prior appointee had vacated the position of Trustee thereby creating the need for a new Trustee appointment, or (ii) if the Unit Owner referred to in clause (i) above has not within thirty (30) days after the occurrence of any such vacancy made such appointment, then by a majority of the then remaining Trustees or by the then remaining Trustee, if only one, and (b) the acceptance of such appointment, signed and acknowledged by the person so appointed. Such appointment shall become effective upon the filing with the Registry of Deeds of a certificate of such appointment signed by the then remaining Trustee setting forth the fact and basis of compliance with the provisions of this Section 3.3, together with such acceptance; and such person shall then be and become such Trustee and be vested with the title to the trust property jointly with the remaining or surviving Trustee without the necessity of any act of transfer or conveyance. If a vacancy in the office of Trustee exists for more than sixty (60) days, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any Unit Owner and notice to any Unit Owners and to such other, if any, parties in interest to whom the court may direct that notice be given.

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

Section 3.4 Trustee Action. In any matter relating to the administration of the trust hereunder and the exercise of the powers hereby conferred, the Trustees shall act by unanimous 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 their sole judgment, response to an emergency by majority written consent.

Notwithstanding the preceding language, any instrument signed by a majority of those Trustees appearing from the records of the Registry of Deeds to be such, shall be conclusive evidence in favor of every person relying thereon or claiming thereunder, that at the time of delivery thereof the execution and delivery of that instrument was duly authorized by all Trustees; and any instrument signed by any one or more Trustees which contains or is accompanied by a certification that such Trustee or Trustees were, by appropriate vote of the Trustees, authorized to execute and deliver the same, shall, in like manner be conclusive evidence in favor of every person relying thereon or claiming thereunder; provided, however, only one (1) Trustee shall be required to sign a Certificate under Section 6(d) of Chapter 183A.

Section 3.5 Resignation / Removal. Any Trustee may resign at any time by instrument in writing signed and duly acknowledged by that Trustee. Resignations shall take effect upon the recording of such instrument with the Registry of Deeds. Any Designated Trustee may be removed with or without cause by the Unit Owner who has the power to appoint him or her to the position of Trustee or by such Unit Owner's successor

pursuant to Section 4.2 hereof. The vacancy resulting from such removal shall be filled in the manner provided in Section 3.3. 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 the Unit Owner who has the power to remove the Trustee or by such Unit Owner's successor pursuant to Section 4.2 hereof.

Section 3.6 Bond or Surety. 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.

Section 3.7 Compensation of Trustees. No Trustee shall receive remuneration or compensation for serving as Trustee; however, a Trustee may be reimbursed for out-of-pocket expenses incurred for the benefit of the Condominium, and such reimbursements shall be treated as common expenses.

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

Section 3.9 Trustees May Deal with Condominium. No Trustee shall be disqualified by his/her office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his/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/her interest before entering into the dealing, contract or arrangement.

Section 3.10 Indemnity of Trustees. The Trustees and each of them shall be entitled to indemnity both out of the Trust property and by the Unit Owners against any liability incurred by them or any of them in the execution hereof, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines; all as provided in Chapter 183A, and, acting by the majority, may purchase such insurance against such liability as they shall determine is reasonable and necessary, the cost of such insurance to be a common expense of the Condominium. Each Unit Owner shall be personally liable for all sums lawfully assessed for his/her share of the common expenses of the Condominium and for his/her proportionate share of any claims involving the Trust property in excess thereof, all as provided in Sections 6 and 13 of

Chapter 183A. Nothing in this paragraph shall be deemed to limit in any respect the powers granted to the Trustees in this Declaration of Trust.

ARTICLE IV

Beneficiaries and the Beneficial Interest in the Trust

Section 4.1 Beneficial Interest. The beneficiaries of this Trust shall be the owners of Units in the Condominium as they may be 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 set forth in the Master Deed.

Section 4.2 Each Unit to Vote by One Person. The beneficial interest of each Unit of the Condominium, regardless of percentage, shall be entitled to one (1) vote. To that end, whenever any Unit is owned of record by more than one person, the several owners of such Unit shall (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder, and (b) notify the Trustees of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate any one such owner for such purposes.

ARTICLE V

By-Laws

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

Section 5.1 Powers of the Trustees. The Trustees shall have all the powers and duties necessary for the administration of the offices of the Condominium and may do all things, subject to and in accordance with all applicable provisions of said Chapter 183A and the Master Deed, and, without limiting the generality of the foregoing the Trustees may, with full power and uncontrolled discretion, at any time and from time to time without the necessity of obtaining any approval or license of any court for leave to do so:

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

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

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

(xii) employ, appoint and remove such agents, managers, officers, 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. Any agreement for professional management of the Condominium, or any other contract providing for services of the Declarant thereof, may not exceed one (1) year and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice. The Trustees may delegate to any such agent, manager, officer, board, broker, engineer, architect, employee, servant, assistant or counsel any or all of their powers (including discretionary powers, except that the power to join in amending, altering, adding to, terminating or changing this Declaration of Trust and the Trust hereby created shall not be delegated) for all 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;

(xiii) improve any property owned by the Trust;

(xiv) manage, maintain, repair, restore, and improve common areas and facilities, and when they shall deem necessary, the Units;

(xv) determine the common expenses required for the affairs of the Condominium;

(xvi) collect the common expenses from the Unit Owners, which shall include tax payments from the unit owners until such time as the units are separately assessed by the City of Boston;

(xvii) adopt and amend rules and regulations covering the details of the operation and use of the common areas and facilities;

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

(xix) enforce obligations of the Unit Owners and have the power to levy fines against the Unit Owners for violations of provisions of the Master Deed, Condominium Trust, and reasonable rules and regulations established by the Trustees to govern the conduct of the Unit Owners. Each day a violation continues after notice shall be considered a separate violation. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were common charges owed by the particular Unit Owner or Unit Owners. In the case of persistent violations by a Unit Owner, the Trustees shall have the power to require such Unit Owner to post a bond to secure adherence;

(xx) provide for payment by the Trust of real estate taxes becoming due and payable after the date of recording of the Master Deed which are assessed upon all of the land and/or improvements included within the Condominium, instead of upon individual Units and their proportionate interest in the common areas and facilities and to levy, at the Trustees' election an equitable assessment of said tax payments among the individual Unit Owners;

(xxi) provide and contract for maintenance, repair, cleaning and other services to owners of Units in the Condominium;

(xxii) generally, in all matters not herein otherwise specified, control and do each and every thing necessary, suitable, convenient, or proper for the accomplishment of any of the purposes of the Trust or incidental to the powers herein or in said Chapter 183A, manage and dispose of the Trust property as if the Trustees were the absolute owners thereof and to do any and all acts, including the execution of any instruments, which by their

performance thereof shall be shown to be in their judgment for the best interest of the Unit Owners.

Section 5.2 Maintenance and Repair of Units. The Unit Owners shall be responsible for the proper maintenance and repair of their respective Units and the maintenance, repair and replacement of utility fixtures therein serving the same, including, without limitation, interior finish walls, ceilings, and floors; interior window trim; 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 exclusively such Unit. If the Trustees shall at any time in their reasonable judgment determine that the interior of any Unit is in such need of maintenance or repair that the market value of one or more other Units is being substantially and adversely affected or that the condition of a Unit or fixtures, furnishings, facility or equipment therein is hazardous to any Unit or the occupants thereof, the Trustees shall in writing request the Unit Owner to perform the needed maintenance, repair or replacement or to correct the hazardous condition, and in case such work shall not have been commenced within fifteen (15) days (or such reasonable shorter period in case of emergency as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of such Unit Owner and to enter upon and have access to such Unit for that purpose. The reasonable cost of such work shall constitute a lien upon such Unit and the Unit Owner shall be personally liable therefor.

Repair of uninsured casualty loss or damage to units caused by events in or condition of common areas and facilities may, in the Trustees' sole discretion, but need not be paid from common funds.

Section 5.3 Maintenance, Repair and replacement of Common Areas and Facilities; 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, which may be done through the managing agent, as hereinafter provided, and the Trustees or the managing agent or any others who may be so designated by the Trustees may approve payment of vouchers for such work. The expenses of such maintenance, repair and replacement shall be assessed to the Unit Owners as common expenses of the Condominium at such times and in such amounts as provided in Section 5.4.

Section 5.4 Common Expense Funds

Section 5.4.1 Reserve Funds. The Unit Owners shall be liable for common expenses and, subject to the Trustees' judgment as to reserve and contingent liability funds stated below, shall be entitled to surplus accumulations (common profits), if any, of the Condominium in proportion to their beneficial interest in the Trust. The Trustees may from time to time distribute surplus accumulations, if any, among the Unit Owners in such proportions. The Trustees may, to the extent they deem advisable, set aside common funds

for reserve or contingent liabilities, and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or, subject to the provisions of the following Sections 5.4.2 and 5.4.3, for repair, rebuilding or restoration of the Trust property or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.

Section 5.4.2 Estimates of Common Expenses and Assessments. At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the Trustees shall estimate the common expenses expected to be incurred during the next fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed surplus accumulations from prior years, shall determine the assessment to be made for the next fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessment, according to their beneficial 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. The Trustees may in their discretion provide for payments of statements in monthly or other installments. 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. The Trustees may in their discretion provide for payments of such statements in monthly or other installments.

The amount of each such statement shall be a personal liability of each Unit Owner (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 interest in this Trust) as the Trustees shall determine and, together with any such late amount or charge and attorneys' fees for collection as hereinafter provided, shall constitute a lien on the Unit pursuant to the provisions of Section 6 of Chapter 183A. Each Unit Owner by acceptance of a Unit Deed agrees to pay all costs and expenses, including reasonable attorneys' fees incurred by the Trustees in collection of said assessments for common expenses and enforcement of said lien.

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

Section 5.4.4 Notice of Default to Mortgagees. Upon written request addressed to the Trustees by a first mortgagee of any Unit, the Trustees shall notify such mortgagee of any default by the mortgagor of such Unit in the performance of the mortgagor's obligations under the Master Deed or this Declaration of Trust.

Section 5.5 Rebuilding and Restoration. Improvements.

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

Section 5.5.2 Submission to Unit Owners of 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 the receipt by the Trustees of such agreement signed by the Unit Owners holding one hundred percent 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 is one hundred percent, the Trustees shall proceed to make the improvement or improvements specified in such agreement and in accordance with Section 18 of Chapter 183A, shall charge the cost of improvement to all the Unit Owners.

Section 5.5.3 Condemnation. The Trustees as agents for the Trust shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or part thereof. Each Unit Owner appoints the Trustee as attorney-in-fact for such purposes. In the event of a taking or acquisition of part or all of the Common Elements by a condemning authority, the award or proceeds of settlement shall be payable to the Trustees for the use and benefit of the Unit Owners and their mortgagees as their interest may appear.

Section 5.5.4 Additions, Alterations or Improvements by Unit Owner. No Unit Owner shall make any addition, alteration or improvement of a structural nature in or to his Unit or to a common area to which a Unit has an exclusive right and easement, and no Unit Owner shall make any exterior alteration or addition (including painting, awnings, grills, and the like), without in each instance obtaining the prior written consent to the plans and specifications therefor from the Trustees, such consent not to be unreasonably withheld. Any necessary application to any governmental authority for a permit to make

an addition, alteration or improvement in or to any Unit approved by the Trustees will be executed by the Trustees without, however, incurring any liability on the part of the Trustees to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to a person or damage to property arising therefrom. Any such addition, alteration or improvement to a Unit which results in a change in the physical configuration of that Unit or common areas from that shown on the floor plans filed with the Master Deed, shall be shown on a revised floor plan of said Unit prepared at the sole expense of the Unit Owner making such addition, alteration or improvement and such plan shall be recorded with the Registry of Deeds with the recording reference thereto noted on said Master Deed. The provisions of this paragraph shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire, provided that Unit Owners shall not in any way whatsoever alter, remove or otherwise modify any structural components of such owner's Unit, without the prior written consent from the Trustees, which consent shall not be unreasonably withheld.

Section 5.6 Rules and Regulation. The use of the Condominium and each Unit Owner's Unit shall be restricted to and shall be in accordance with the provisions of said Master Deed, this Trust (including By-Laws, Rules and Regulations, as hereinafter defined, and, as to the common areas and facilities, such administrative regulations as the Trustees may adopt pursuant to this Trust), and all applicable laws, zoning ordinances, rules, regulations and requirements of all governmental bodies having jurisdiction over the Condominium or the use and occupancy thereof. The Trustees may eliminate any violation of any such provisions and the cost and expense of eliminating same shall constitute a common expense; except, however, that if a violation is caused in whole or in part by any Unit Owner, his family, servants, employees, agents, visitors, lessees, or licensees, the cost and expense of eliminating such violation, or such portion of such cost and expense as the Trustees may determine, shall be payable by the Unit Owner of such Unit upon demand and until same is paid by such Unit Owner, shall constitute a lien against such Unit pursuant to the Provisions of this paragraph and Section 6 of said Chapter 183A.

The Trustees have adopted the Rules and Regulations (the "Rules and Regulations") set forth in Exhibit A annexed hereto, containing 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 said Master Deed and are designed to prevent unreasonable interference with the use by Unit Owners of their Units and of the common areas and facilities. The Rules and Regulations are hereby expressly made a part of and incorporated by this reference into the By-Laws of this Trust.

The Trustees may at any time and from time to time amend, alter, add to or change the Rules and Regulations in accordance with the provisions of this Trust.

The Trustees shall have the non-delegable right at any time and from time to time to adopt, amend and rescind administrative regulations governing the details of the operation and use of the common areas and facilities, (including without limitation common areas and facilities the exclusive benefit of which is for one or more Units), provided same are not inconsistent with the Rules and Regulations set forth in Exhibit A

hereto. With respect to the administrative regulations, a majority of the Unit Owners present in person or by proxy at a duly held meeting of the Unit Owners may overrule the Trustees. Copies of such administrative regulations and any amendments thereof shall be furnished by the Trustees to each Unit Owner not less than seven days prior to the effective date thereof.

The Rules and Regulations, as from time to time amended, and the administrative regulations of the Trustees shall be enforced by the Trustees. The Trustees may eliminate any violation of any such Rules and Regulations or administrative regulations, and the cost and expense of eliminating same shall be chargeable to the Unit Owner who himself or whose family, servants, employees, agents, visitors, lessees, licensees, or pets are responsible for such violation and shall constitute a portion of such Unit Owner's common expenses which shall be payable by the Unit Owner of such Unit upon demand, and until same is paid by such Unit Owner shall constitute a lien against such Unit pursuant to the provisions of this paragraph and Section 6 of Chapter 183A. The Trustees may also fine such Unit Owner for such violations and such fine shall constitute a portion of such Unit Owner's common expenses which shall be payable by the Unit Owner of such Unit upon demand and until same is paid by such Unit Owner shall constitute a lien against such Unit pursuant to the provisions of this paragraph and Section 6 of said Chapter 183A.

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, and making of disbursements and the keeping of accounts, as the Trustees shall from time to time determine. The Trustees or such manager or managing agent may appoint, employ and remove such additional agents, attorneys, accountants or employees as the Trustees shall determine.

Section 5.8 Insurance.

Section 5.8.1. The Trustees shall obtain and maintain master policies of casualty and physical damage insurance for the benefit and protection of the Trustees and all of the Unit Owners naming as the named insureds, and with loss proceeds payable to the Trustees hereunder, or one or more of the Trustees hereunder designated by them, as Insurance Trustees for all of the Unit Owners collectively of the Condominium and their respective mortgagees, as their interest may appear, pursuant to such condominium form of insurance as may from time to time be customarily used in Massachusetts, such insurance to cover the buildings and all other insurable improvements forming part of the common areas and facilities, including also all such portions and elements of the Units as are for insurance purposes normally deemed to constitute part of the building and customarily covered by such insurance, but not including the furniture, furnishings, or other personal property of the Unit Owners. Such insurance shall, insofar as practicable, be maintained in an amount not less than 100% of the replacement value of the insured property for insurance purposes, as determined by the Trustees (who shall review such value at least as often as annually), and shall insure against (a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and (b) such other hazards or risks as the Trustees from time to time in their discretion shall determine to be appropriate, including but not limited

to vandalism, malicious mischief, windstorm and water damage, federal flood hazards, so-called, and boiler and machinery explosion or damage. Such insurance may have a deductible amount to be determined from time to time by the Trustees.

Section 5.8.2. All policies of casualty or physical damage insurance shall, insofar as practicable, provide (a) that such policies may not be canceled, terminated, or substantially modified as to amount of coverage or risks covered without at least thirty days' written notice to the insureds; (b) for waiver of subrogation as to any claims (except claims involving arson or fraud) against the Trust, the Trustees, the manager, agents, and guests; (c) for waivers of any defense based upon the conduct of any insured; (d) in substance and effect that the insurer shall not be entitled to contribution as against any casualty or property insurance which may be purchased separately by Unit Owners; and (e) that such insurance shall not be prejudiced: (i) by any act or neglect of any owners or occupants of the Units, when such act or neglect is not within the control of the Trustees (or Owners) collectively to comply with any warranty or condition with regard to any portion of the premises over which the Trustees (or Owners) collectively have no control.

Section 5.8.3. The Trustee or Trustees hereunder designated as Insurance Trustee or Trustees as aforesaid, shall collect and receive all casualty loss insurance proceeds, and shall hold, use, apply, and disburse the same in accordance with applicable provisions of Section 5 hereof. With respect to losses covered by such insurance which affect portions or elements of a Unit, or of more than one Unit to substantially the same or to different extents, the proceeds relating thereto shall be used, applied, and disbursed by the Trustees in a fair and equitable manner.

Section 5.8.4. The Trustees shall also so obtain and maintain, to the extent available, master policies of insurance with respect to the common areas and facilities, for the benefit of the Trustees and all of the Unit Owners, for (a) comprehensive public liability, including personal injury coverage which shall cover any claims of any Unit Owner, with a minimum insured amount of one million dollars (\$1,000,000.00); (b) Workmen's Compensation and employees' liability with respect to any manager, agent, or employee of the Trust, but excluding any independent agent or manager who shall furnish to the Trustees a Certificate of Insurance if such liability is otherwise uninsured against, it being agreed that the Trustees may waive such requirement in any particular instance, at their discretion; and (c) such other risks as the Trustees in their discretion deem it appropriate to insure. All such insurance shall be in such amounts and forms as the Trustees shall in their discretion deem appropriate, and shall, insofar as practicable, contain provisions as above set forth with respect to non cancellation, waiver of subrogation, waiver of defense based on conduct of any insured, and non-contribution.

Section 5.8.5. Owner's Insurance and Responsibility for Increase in Premiums of Master Policy. Each Unit Owner may obtain additional insurance for his or her own benefit at his or her own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Trustees pursuant to Section 5.8.1 above, and each Unit Owner hereby assigns to the Trustees the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms of this Section 5.8 as if produced by such coverage.

Copies of all such policies (except policies covering only personal property of individual Unit Owners) shall be filed with the Trustees.

Section 5.8.6. FHLMC/FNMA Insurance Requirements. If FHLMC or FNMA holds any interest in one or more mortgages on Units, the Trustees shall obtain and maintain, to the extent maintainable, such other insurance as may be required from time to time by whichever of FHLMC or FNMA (or both) holds such interest, including without limitation, fidelity coverage against dishonest acts on the part of Trustees, managers, employees or volunteers responsible for handling the Trust funds and public liability insurance, which policies shall be in such amounts and contain such terms as may be required from time to time by whichever of FHLMC or FNMA (or both) holds such interest. In addition, if FHLMC or FNMA holds any interest in one or more mortgages on units, then whenever any Unit and/or the Common Elements are damaged by fire or other hazard, the Trustees shall give notice of such damage to such persons as may be required by whichever of FHLMC or FNMA (or both) holds such interest.

Section 5.8.7. Notice of Owner's Improvements. Each Unit Owner shall notify the Trustees of all improvements to his or her Unit and the value thereof (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.

Section 5.8.8. Insurance a Common Expense. The cost of insurance purchased pursuant to Section 5.8 shall be a common expense assessable and payable as provided in Section 5.4.

Section 5.9 Meetings.

Section 5.9.1. Meetings of Trustees. The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect a Chairman, Treasurer, Secretary and any other officers they deem expedient. Other meetings may be called by any Trustee 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 Trustees then in office shall constitute a quorum at all meetings. Such meetings shall be conducted in accordance with such rules as the Trustees may adopt.

Section 5.9.2. Meeting of Unit Owners. There shall be an annual meeting of the Unit Owners on the second Wednesday of February in each year at 8.00 p.m. at such reasonable place as may be designated by the Trustees by written notice given by the Trustees to the Unit Owners at least seven days prior to the date so designated. Special meetings (including a meeting in lieu of a past 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 percent of the beneficial interest of the Trust.

Written notice of any special meeting, designating the place, day and hour thereof shall be given by the Trustees to the Unit Owners at least seven days prior to the date so designated.

Section 5.9.3. Notice of Certain Matters; Quorum; Majority Vote. Whenever at any meeting the Trustees propose to submit to the Unit Owners any matter with respect to which specific approval of, or action by, the Unit Owners is required by law or this Trust, the notice of such meeting shall so state and reasonably specify such matter. Unit Owners entitled to not less than 100% of the beneficial interest of this Trust shall constitute a quorum at all meetings. Any action voted at a meeting shall require the vote of not less than 100% of the beneficial interest in the Trust.

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

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

Section 5.12. Checks, Notes, Drafts, and Other Instruments. Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any two Trustees (or by one Trustee if there is only one), or by any person or persons to whom such power may at any time or from time to time have been delegated by not less than a majority of the Trustees.

Section 5.13. 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 of record in the Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees under this Trust, or be affected by any notice, implied or actual, otherwise than by a certificate thereof, and such record or certificate shall be conclusive evidence of the personnel of the Trustees and of any changes therein. The receipts of the Trustees, or any one or more of them, for moneys or things paid or delivered to them or him shall be effectual discharges therefrom to the persons paying or delivering the same and no person from whom the Trustees, or any one or more of them, shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was Trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge 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 any old Trustee purporting to be executed by the Trustees, Unit Owners or other persons required by this Trust execute the same, shall be conclusive in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation, removal or appointment or the occasion thereof.

Section 6.2 Personal Liability Excluded. Except for personal and willful malfeasance and defaults, no recourse shall at any time be had under or upon any note, bond, contract, order, 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 for 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 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, and the Trust property and any beneficiary thereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with said Registry of Deeds. Any certificate signed by two Trustees in office at the time (only one Trustee if there is only one at the time), setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries and as to matters determining the authority of the Trustees, or any one of them to do any act, when duly acknowledged and recorded with the Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. 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 one or more Trustees to execute and deliver the designated instrument on behalf of the Trust.

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

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 against any Unit Owner as provided by subsection (d) of Section 6 of Chapter 183A shall be conclusive evidence of the facts stated therein if signed by one (1) disinterested Trustee then in office.

ARTICLE VII

Amendments and Termination

Section 7.1 Amendments. Unit Owners entitled to not less than One Hundred (100%) percent of the beneficial interest in this Trust, may at any time and from time to time amend, 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 (b) which would render this Trust contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be valid or effective. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with the Registry of Deeds of an instrument of amendment, alteration, addition or change as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds by any three Trustees, if there be at least three then in office (or the 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 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.

Any such amendment is subject to the provision that:

- (a) no instrument of amendment that alters the dimensions of any Unit or affects the use of the Unit or the exclusive use of a common area reserved to a Unit shall be of any force or effect unless the same has been signed by the owner of the Unit affected;
- (b) no instrument of amendment that alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by the owners of all the Units and said instrument is recorded as an Amended Condominium Trust;
- (c) no instrument of amendment affecting any Unit in a manner which impairs the security of a first mortgage of record or which would disqualify it for sale to Federal Home Loan Mortgage Corporation or Federal National Mortgage Association under any law or regulation applicable thereto shall be of any force or effect unless the same has been assented to by the holder or holders thereof; and
- (d) no instrument of amendment that alters this Condominium Trust in any manner that would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A shall be of any force or effect.

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 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 the 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.

Section 7.4 Consent of Mortgagees. Notwithstanding the foregoing provisions of this Article VII, unless at least one hundred percent (100%) of the first mortgagees of Units (based upon one vote for each mortgage owned) and at least one hundred percent (100%) of the beneficial interest of this Trust have given their prior written approval, neither the Trustees nor the Unit Owners shall: (1) by act or omission seek to abandon or terminate the Condominium (except by abandonment or termination provided by statute in case of substantial loss to the Units and the common areas and facilities); (2) change the beneficial interest of any Unit for purposes of levying assessments or allocating distributions of hazard insurance proceeds or condemnation awards; (3) partition or subdivide any Unit; (4) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer the common elements (but granting easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities shall not be deemed a transfer within the meaning of this clause); (5) use hazard insurance proceeds for losses to any Condominium property (whether to Units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units and/or common elements of the Condominium; (6) make any material addition, amendment, alteration, or change to the Condominium documents relative to voting, assessment, reserve funds, insurance, fidelity bonds, rights to use common areas, responsibility for maintenance and repair, boundaries of any Unit, interests in the common areas, convertibility of Units into common areas or vice-versa, leasing of Units, imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his Unit, and provisions which are for the express benefit of eligible mortgage holders, eligible insurers, or guarantors of first mortgages on the Units. An addition or amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors or for clarification

only. An eligible mortgage holder who receives a written request to approve additions or amendments who does not deliver or mail to the requesting party a negative response within thirty days shall be deemed to have approved said request.

ARTICLE VIII

Mortgages

Section 8.1 Notice to Trustees. A Unit Owner who mortgages his or her Unit shall notify the Trustees of the name and address of his or her mortgagee. The Trustees shall maintain such information in a book entitled "Mortgagees of Units."

Section 8.2 Notice of unpaid Common Charges. The Trustees whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid Common Charges due from, or any other default by, the owner of the mortgaged Unit.

Section 8.3 Notice of Default. The Trustees, when giving notice to a Unit Owner of a default in paying Common Charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Trustees, if the mortgagee has requested the same.

Section 8.4 Examination of Books. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium, at reasonable times, on business days.

ARTICLE IX

Arbitration

Section 9.1 In the event that any Unit Owner or any Trustee is aggrieved by any action or non-action of another Unit Owner or any Trustee, or in the event that any decision requiring a majority or unanimous vote of the Unit Owners or Trustees remains undecided because such vote does not receive a majority or unanimous vote, or is decided contrary to the desires of any Unit Owner or Trustee, such Unit Owner or Trustee may submit such action or vote to arbitration. Such arbitration shall be conducted by an arbitrator selected by the Boston office of the American Arbitration Association who shall arbitrate such dispute according to its rules. The findings and results of such arbitration shall be binding upon the parties and shall be enforceable by any Court of competent jurisdiction. The arbitrator(s) shall be authorized to allocate the costs of arbitration, including attorney's fees, equitably between the parties. In the absence of any specific allocation, each party shall bear their own attorney's fees and costs routinely allocated to such party under the rules for the American Arbitration Association, and all other costs of arbitration shall be shared equally.

ARTICLE X

Miscellaneous

Section 10.1 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 and 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.

Section 10.2 Applicable Law. All the powers and provisions herein contained shall take effect and be construed according to the law of the Commonwealth of Massachusetts.

Section 10.3 Conflicts. If any provision of this Trust shall be invalid or shall conflict with Chapter 183A, as amended, of the General Laws of Massachusetts, or if any provision of this Trust conflicts with any provision of the Master Deed, then the following rules of construction shall be used:

- (a) In the event of a conflict between the Trust and said Chapter 183A, as amended, the provisions of chapter 183A shall control;
- (b) The invalidity of any provision of the Trust shall not impair or affect the validity or enforceability of the remaining provisions of this Trust;
- (c) In the event of a conflict between any numerical voting requirements for action set forth in the Master Deed and any such requirements set forth herein, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control;
- (d) In the event of any conflict other than set forth in paragraph (c) of this Section between the provisions of the Master Deed and any other provision hereof, the provisions of the Master Deed shall control.

Section 10.4 Waiver. No waiver of or failure to enforce any obligation, restriction, condition, or other provision hereof in any particular instance shall be deemed to be or to constitute a waiver or abrogation generally or in any other instance of any such obligation, restriction, condition or other provision.

Section 10.5 Definitions. All terms used herein shall have the same meaning as such terms do in said Chapter 183A, unless the context otherwise requires.

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IN WITNESS WHEREOF, the undersigned, has set his hand and seal on the date and year first hereinabove set forth.

16 OAK STREET, LLC, Trustee

Kathryn Gledhill-Earls
BY: Kathryn Gledhill-Earls
ITS: Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 15 day of August 2016, before me, the undersigned notary public, personally appeared Kathryn Gledhill-Earls, proved to me through satisfactory evidence of identification, which was [] personal knowledge, photographic identification, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Steven C. Schalk
Notary Public *Steven C. Schalk*
My commission expires: *3/4/22*



By-laws Exhibit "A"

**16 OAK STREET CONDOMINIUM
RULES and REGULATIONS**

The 16 Oak Street Condominium (the "Condominium") has been created with the objective of providing congenial, enjoyable, and dignified residential living. In Order to accomplish this objective, the Trustees of the Condominium Trust (the "Trustees"), responsible for the administration, operation, and maintenance of the Condominium pursuant to the By-Laws of the Condominium Association, have adopted the Rules and Regulations set forth below.

In order for the Unit Owners to better understand these Rules and Regulations, the defined terms used in the Master Deed of the Condominium and in the Condominium Trust are used herein with the same meaning as used in said documents, except that, whenever these rules and regulations impose a duty or obligation upon a Unit Owner or a rule which a Unit Owner is to observe, obey, and comply with, the term "Unit Owner" as defined in the Master Deed, and in addition, when the concept permits, shall include all family members, guests, and invitees thereof, and any occupants of Units in the Condominium.

- (1) No Obstruction of Common Area. Unit Owners shall not cause, nor shall they suffer, obstruction of common areas and facilities except for storage in any assigned storage areas or except as the Trustees may in specific instances expressly permit.
- (2) Effect on Insurance. No Unit owner shall use his or her Unit in such a 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) Nameplates. Unit Owners may place their names only in such places outside the Unit as may be provided for by the Trustees.
- (4) Radios, Stereos, Musical Instruments. The volume of television sets, radios, stereos, musical instruments, and the like shall be turned down between 11 p.m. and 8 a.m. the next morning, and shall at all times, be kept at a sound level which will not disturb or annoy the occupants of neighboring units.
- (5) Laundry. No Unit Owner shall hang laundry, clothes, sheets, rugs, drapes, or the like out of any Unit or upon any outdoor porch area.
- (6) Architectural Integrity. Architectural integrity of the Building and of the features of the Units visible from the exterior of the Buildings and from the hallways included within the Common Areas and Facilities shall be preserved

without modification, and to that end, no enclosure, awning, screen, antenna, sign, advertising banner device, and no addition, structure, projections, elevation, decoration or other feature shall be erected or placed or attached to any Unit or any Common Area or Facility or any Limited Common Area, or any part thereof (including the interior surface of any windows so as to be visible from the exterior of the Condominium or from the hallways included within the Common Areas and Facilities except with the prior written consent of the Trustees; provided however, that the provisions of this subparagraph shall not restrict the right of any Unit owner to decorate the interior of his or her Unit as he or she may desire.

(7) Abuse of Mechanical System. The Trustees may charge to a Unit Owner any damage to the mechanic, electrical, or other building service systems of the Condominium caused by such Unit Owner by misuse of those Systems.

(8) No Offensive Activity. No noxious or offensive activity shall be carried on in any Unit, or in 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 him/herself, his/her 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.

(9) Pets. Domestic pets such as dogs and cats are only permitted as provided in the Master Deed or with the express written permission of the Trustees. Pets shall not exceed two (2) in number per Unit. The owner of a pet assumes full liability for all damage to all persons or Trust caused by such pet. In no event shall pets be permitted in any part of the Common Areas and Facilities of the Condominium except if leashed or caged. All pets must be licensed by the proper authorities and the owner is responsible for having pets properly and fully inoculated. The Unit Owner shall indemnify the Condominium Trust and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from or growing out of having a pet animal in a Unit or other portions of the Condominium. Upon written complaint of any Unit Owner to the Trustees that a pet kept in any Unit or within the Condominium is a nuisance, the Trustees may prohibit the presence of said pet within the Condominium. No such action of the Trustees shall be taken without with at least three (3) days' written notice thereof to the Unit Owner responsible for said pet, and the opportunity for said Unit Owner responsible for the pet to be heard by the Trustees. The decision of the Trustees shall be final.

(10) Storage. There shall be no parking of baby carriages or playpens, bicycles, wagons; toys, vehicles, benches, or chairs on any part of the Common Areas, unless a Unit Owner has an exclusive right to use that Common Area. All of the furnishings, items of personal property, effect, and other items of Unit Owner and persons claiming by, through, or under said Owner may be kept and stored at the sole risk and hazard of said Owner, and if the whole any part thereof shall be destroyed or damaged by fire, water, or otherwise, or by leaking or bursting of water

pipes, steam pipes, or other pipes, by theft or from other cause, no part of said loss or damage in excess of the amounts, if any, covered by insurance policies, is to be charged to or be borne by the Condominium Trust, except that the Condominium Trust, shall in no event be exonerated or held harmless from liability caused by its negligence.

(11) Repair and Condition. Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or window thereof, any dirt or other substance.

(12) Equipment Compliance. All radio, television, or other electrical equipment of any kind or nature installed by Unit Owners or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters, or similar board and the public authorities having jurisdiction, and the Unit owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit.

(13) Flammable Materials etc. No Unit Owner or any of his or her agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his or her Unit or any portion of the common Areas of the Building any gasoline, kerosene, or other flammable, combustible, or explosive fluid material, chemical, or substance, except such lighting, cleaning and other fluids, materials, chemicals, and substances as are customarily incidental to residential use.

(14) Porches/Decks. Porches/patios/decks shall be kept in orderly fashion at all times. Objects shall not be placed on or hung from the Porch railings or in any other manner which placed such that there would be any reasonable risk of the object falling from said area.

(15) Late Charges. Pursuant to the powers granted the Trustees in Section 5.4.2 of the Trust, common expenses not received by the Trustees within fifteen (15) days after the due date shall be subject to a late charge of one and one-half percent (1½ %) per month apportioned daily, on the unpaid amount until paid in full.

(16) Trash Receptacles. Storage of trash or trash receptacles is only allowed in the area designated for such storage by the Trustees.

(17) Grills / Barbeques. No unit owner shall use charcoal or other solid fuel on the deck area. Unit owners shall abide by the regulations of the Boston Fire Code.

(18) Plant Maintenance. Any plants maintained on the porch area of the Condominium are required to be equipped with drip pans or some other means of avoiding the dripping of water to the decks below.



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Recorded: 08/31/2016 04:09 PM

ATTEST: Thomas M Ryan, Temp Register

Suffolk County Registry of Deeds

SUBDIVISION TAX AGREEMENT

14 Oak Street, Charlestown, MA and 16 Oak Street, Charlestown, MA

REFERENCE is made to that certain parcel of land located in Boston, Massachusetts, which is identified with the City of Boston Assessor's Office (the "Assessor's Office") as Parcel 0201078000 ("Tax Parcel");

WHEREAS, the Tax Parcel comprises the land known as Lot A and Lot B (collectively referred to as the "Lots") as shown on the subdivision plan entitled "Subdivision Plan For Kate Earls at 14-16 Oak Street, Charlestown, MA; by Civil Environmental Consultants L.L.C.", dated July 27, 2015 and filed with Suffolk Registry of Deeds as Plan 2015, Page 316 (the "Plan");

WHEREAS, in the future, the Assessor's Office will re-assess the value of the Lots and assign a new respective Tax Parcel number to each Lot or will assign new Tax Parcel number for each Condominium unit within each such Lot;

WHEREAS, until such time, the Parties herein wish to establish rights in common with each other with respect to the payment of the tax bills associated with the Tax Parcel;

WHEREAS, 16 Oak Street, LLC is the sole trustee of the 14 Oak Street Condominium Trust ("14 Oak"), u/d/t dated August 15, 2016, and recorded with Suffolk Registry of Deeds herewith, being the owner of Lot A, as shown on the Plan;

WHEREAS, 16 Oak Street, LLC is the sole trustee of the 16 Oak Street Condominium Trust ("16 Oak"), u/d/t dated August 15, 2016, and recorded with Suffolk Registry of Deeds herewith, being the owner of Lot B, as shown on the Plan;

NOW, THEREFORE, 14 Oak and 16 Oak (collectively referred to as the "Parties"), in consideration, the sufficiency of which is hereby acknowledged, agree as follows:

- a) Until the Assessor's Office assigns a new Tax Parcel identification number to the Lot A and Lot B, the Parties shall be each be responsible for the payment of one half (1/2) of all taxes, interest, and costs assessed for the Tax Parcel;
- b) Each Party will forward payment of one half of the total tax bill for the Tax Parcel to the City of Boston no later than ten (10) days prior to the date on which payment may be made without incurring penalty or interest thereon. If either Party fails to make payment when due, that Party shall be responsible for all late charges (including interest and costs due the City of Boston). Furthermore, in the event either Party is greater than 30 late in making such payment, the other Party shall have the right to institute an action to collect such payments due the City of Boston and shall be entitled to all costs and expenses (including


reasonable attorneys' fees) incurred to obtaining such payment. If taxes are collected by the holders of mortgages on the Lot, then the Parties shall be responsible for causing the mortgage holders to forward payments as above required.;

- c) If either Party shall pay greater than one half of the tax bill for the Tax Parcel that Party shall be entitled to receive reimbursement for such overpayment from the other party.
- d) Any controversy or claim arising out of, or relating to this Tax Agreement, or the breach thereof, shall be settled by arbitration before the American Arbitration Association, and in accordance with the rules of the American Arbitration Association;
- e) This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.


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Executed under seal this 15 day of August 2016.

16 Oak Street, LLC, Trustee of the 14 Oak Street
Condominium Trust


BY: Kathryn Gledhill-Earls
ITS: Manager

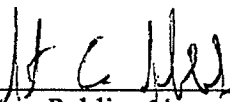
16 Oak Street, LLC, Trustee of the 16 Oak Street
Condominium Trust


BY: Kathryn Gledhill-Earls
ITS: Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 15 day of August 2016, before me, the undersigned notary public, personally appeared Kathryn Gledhill-Earls, proved to me through satisfactory evidence of identification, which was [] personal knowledge, [X] photographic identification, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as manager of 16 Oak Street, LLC.


Notary Public Steven C. Schalk
My commission expires: 3/4/22



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Recorded: 08/31/2016 04:09 PM
ATTEST: Thomas M Ryan, Temp Register
Suffolk County Registry of Deeds

ROOF COVENANT AND AGREEMENT

**14 Oak Street and 16 Oak Street
Charlestown, Massachusetts**

This Roof Covenant and Agreement ("Agreement") is entered into and effective this 15 day of August 2016 (the "Effective Date"), by and between 16 Oak Street, LLC as trustee of the 14 Oak Street Condominium Trust, u/d/t dated August 15, 2016, and recorded with Suffolk Registry of Deeds herewith, being the owner of 14 Oak Street, Charlestown, Massachusetts ("14 Oak") and 16 Oak Street, LLC as trustee of the 16 Oak Street Condominium Trust, u/d/t dated August 15, 2016, and recorded with Suffolk Registry of Deeds herewith, being the owner of 16 Oak Street, Charlestown, Massachusetts (hereinafter "16 Oak") (collectively referred to as the "Owners");

RECITALS

WHEREAS, the roofline that joins the buildings located on 14 Oak and 16 Oak, respectively, is shared;

WHEREAS, in order to maintain a high quality roof, while insuring a consistent, harmonious character to the respective properties and the preservation of each, it is deemed desirable to place certain conditions on the Properties, on the terms and conditions set forth herein.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the above referenced parties do hereby adopt and prescribe the following covenants and restrictions which should be and are hereby impressed upon and henceforth will run with the land, to wit:

1. "Shared Roof" shall mean and refer to the roof between each adjoining 14 Oak and 16 Oak.
2. The cost of maintaining the Shared Roof shall be borne equally by the Owners.
3. In the event of damage or destruction to the Shared Roof from any cause, other than the negligence of either party hereto, the Owners shall repair or rebuild the Shared Roof. The cost of such repair or rebuilding shall be borne equally by the Owners. If either Owner's negligence shall cause damage to or destruction to the Shared Roof, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay its share, or all of such costs in case of negligence, the other party may have the Shared Roof repaired or restored and shall be entitled to have a mechanic's lien on the adjoining property for the amount of such defaulting party's share of the repair or replacement costs together with interest at the maximum rate allowable. The party having the Shared Roof repaired shall, in addition to the mechanic's lien, be entitled to recover attorney's fees and shall be entitled to all other remedies provided herein or by law. The mechanic's lien granted herein is effective only if filed in the Suffolk County Registry of Deeds, by affidavit declaring under oath the claim of the mechanic's lien.
4. Neither owner shall alter or change the Shared Roof in any manner. Each adjoining owner to

the Shared Roof shall have a perpetual easement in that part of the premises of the other on which the Shared Roof is located, for the purposes to repair, replace, and maintain same.

5. No owner shall do or permit to be done any act or thing that would depreciate the value of the building.
6. Each owner shall maintain the roof over its property in good condition and in such manner so as not to damage other portions of the buildings. Since the roofline is joined and if both roofs must be replaced, replacement will be coordinated between the Owners. Each party shall share equally in any necessary repair.
7. An owner who, by his negligence, disinterest or willful act causes the Shared Roof to be damaged, shall bear the whole cost of furnishing the necessary protections and shall pay all damages resulting therefrom. The cost of normal and timely weatherproofing and maintenance of the Shared Roof shall be in accordance with Paragraph 6.

To the fullest extent permitted by law, all disputes between the Parties relating in any manner whatsoever to this Agreement ("Disputes") shall be resolved by arbitration before the American Arbitration Association, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as amended from time to time ("AAA Rules"). THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO DISPUTES, INCLUDING, WITHOUT LIMITATION, ANY RIGHT TO TRIAL BY JURY AS TO THE MAKING, EXISTENCE, VALIDITY OR ENFORCEABILITY OF THE AGREEMENT TO ARBITRATE.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them.

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Executed under seal this 15 day of August 2016.

16 Oak Street, LLC, sole trustee of the 14 Oak Street Condominium Trust

[Signature]
BY: Kathryn Gledhill-Earls
ITS: Manager

16 Oak Street, LLC, sole trustee of 16 Oak Street Condominium Trust

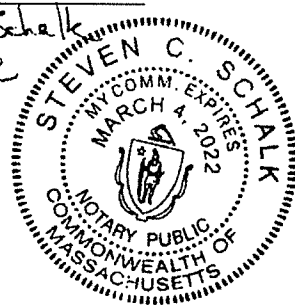
[Signature]
BY: Kathryn Gledhill-Earls
ITS: Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 15 day of August 2016, before me, the undersigned notary public, personally appeared Kathryn Gledhill-Earls, proved to me through satisfactory evidence of identification, which was [] personal knowledge, [X] photographic identification, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as manager of 16 Oak Street, LLC.

[Signature]
Notary Public Steven C. Schalk
My commission expires: 3/4/22





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Bk: 56699 Pg: 343 Page: 1 of 4

Recorded: 08/31/2016 04:09 PM

ATTEST: Thomas M Ryan, Temp Register
Suffolk County Registry of Deeds

DRIVEWAY EASEMENT AGREEMENT

**14 Oak Street and 16 Oak Street
Charlestown, Massachusetts**

This reciprocal Driveway Easement Agreement ("Agreement") is entered into and effective this 5 day of August 2016 (the "Effective Date"), by and between 16 Oak Street, LLC as trustee of the 14 Oak Street Condominium Trust, u/d/t dated August 15, 2016, and recorded with Suffolk Registry of Deeds herewith, being the owner of Lot A as shown on the plan entitled "Subdivision Plan For Kate Earls at 14-16 Oak Street, Charlestown, MA; by Civil Environmental Consultants L.L.C.", dated July 27, 2015 and filed with Suffolk Registry of Deeds as Plan 2015, Page 316 ("Plan") (hereinafter "14 Oak") and 16 Oak Street, LLC as trustee of the 16 Oak Street Condominium Trust, u/d/t dated August 15, 2016, and recorded with Suffolk Registry of Deeds herewith, being the owner of Lot B as shown on the Plan (hereinafter "16 Oak") (collectively referred to as the "Parties");

RECITALS

WHEREAS, the driveway that serves Lots A and B (collectively referred to as the "Lots"), runs along the borderline of the Lots and is partially located upon each of the Lots, and provides access to the Lots over access easements located on said driveway, specifically "Proposed Easement A" and "Proposed Easement B" as shown on the Plan (collectively referred to as the "Driveway");

WHEREAS, 14 Oak and 16 Oak, each desire to provide an easement to the other, and to receive an easement from the other for use, ingress, egress and access to the Driveway; and also to provide for maintenance and repair of the Driveway, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt, value and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

- a) There is hereby granted to each of the Parties the perpetual right and easement in common with each other to use those portions of the Driveway to serve as access for each Lot; the Driveway shall be to provide continuous, year-round access for motorized and pedestrian traffic, and the like, for the Lots, and to provide access for all emergency and maintenance vehicles;
- b) The Parties agree that the Lots shall equally bear responsibility, jointly, for the cost of maintenance, repairs, reconstruction, and replacement of the Driveway, including the cost of snow removal, landscaping, and similar maintenance expenses. Any maintenance, repairs, reconstruction and replacement of the Driveway shall be done upon the unanimous consent of the Parties. In the event of damage or destruction to the Driveway from any cause, other than the negligence of either party hereto, the Parties shall repair or rebuild the Driveway. The cost of such repair or rebuilding shall be borne equally by the Parties. If either Party's negligence shall cause damage to or destruction to the Driveway, such negligent party shall bear the entire cost of repair or reconstruction. If either Party shall

neglect or refuse to pay its share, or all of such costs in case of negligence, the other party may have the Driveway repaired or restored and shall be entitled to have a mechanic's lien on the adjoining property for the amount of such defaulting party's share of the repair or replacement costs together with interest at the maximum rate allowable. The party having the Driveway repaired shall, in addition to the mechanic's lien, be entitled to recover attorney's fees and shall be entitled to all other remedies provided herein or by law. The mechanic's lien granted herein is effective only if filed in the Suffolk County Registry of Deeds, by affidavit declaring under oath the claim of the mechanic's lien.

- c) Neither Party shall permit, operate or install any parked vehicle, other object, or any improvements on the Driveway which in any way restricts or interferes with the reciprocal easements granted herein.
- d) Each Party shall refrain from causing any damage to the Driveway described herein and shall immediately repair any such damage caused by such party.
- e) The easement and rights granted or created herein shall be appurtenant to the Lots.
- f) Each Party shall maintain a policy of general liability insurance ("Liability Insurance") with adequate single and combined liability limits in force at all times, insuring all activities, conditions, operation and usage on or about either Partys' property which is burdened by this Agreement.
- g) To the extent not covered by the Liability Insurance: (a) 14 Oak shall defend, indemnify and hold 16 Oak and all of its employees or agents harmless from any and all claims, demands, or liability arising from alleged acts or omissions by 14 Oak or its employees or agents, or the negligent maintenance, construction, or dangerous condition of improvements made by 14 Oak; and (b) 16 Oak shall defend, indemnify and hold 14 Oak and all of its employees or agents harmless from any and all claims, demands, or liability arising from alleged acts or omissions by 16 Oak or its employees or agents, or the negligent maintenance, construction or dangerous condition of improvements made by 16 Oak.
- h) To the fullest extent permitted by law, all disputes between the Parties relating in any manner whatsoever to this Agreement ("Disputes") shall be resolved by arbitration before the American Arbitration Association, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as amended from time to time ("AAA Rules"). THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO DISPUTES, INCLUDING, WITHOUT LIMITATION, ANY RIGHT TO TRIAL BY JURY AS TO THE MAKING, EXISTENCE, VALIDITY OR ENFORCEABILITY OF THE AGREEMENT TO ARBITRATE.

- i) This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.

The burdens and benefits created by this Agreement shall be appurtenant to and run with the Lots, and shall inure to the benefit of the Parties, their respective heirs, successors and assigns, and shall be specifically enforceable in any court of competent jurisdiction in the Commonwealth of Massachusetts.

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Executed under seal this 15 day of August 2016.

16 Oak Street, LLC, sole trustee of the 14 Oak Street Condominium Trust

Kathryn Gledhill-Earls
BY: Kathryn Gledhill-Earls
ITS: Manager

16 Oak Street, LLC, sole trustee of 16 Oak Street Condominium Trust

Kathryn Gledhill-Earls
BY: Kathryn Gledhill-Earls
ITS: Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss:

On this 15 day of August 2016, before me, the undersigned notary public, personally appeared Kathryn Gledhill-Earls, proved to me through satisfactory evidence of identification, which was [] personal knowledge, photographic identification, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as manager of 16 Oak Street, LLC.

St C Schalk
Notary Public *Steven C. Schalk*
My commission expires: *3/4/22*

