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Bk: 54559 Pg: 176 Page: 1 of 34

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DAHLGREN HALL CONDOMINIUM TRUST

Table of Contents

Article

- I. Name of Trust
- II. The Trust and Its Purpose
- III. The Trustees
- IV. Beneficiaries and the Beneficial Interest in the Trust
- V. By Laws
 - Section 1. Powers and Duties of Trustees
 - Section 2. Common Expenses, Profits and Funds
 - Section 3. Insurance
 - Section 4. Rebuilding and Restoration; improvements
 - Section 5. Rules and Regulations
 - Section 6. Meetings
 - Section 7. Notices to Unit Owners
 - Section 8. Inspection of Books; Reports to Unit Owners
 - Section 9. Checks, Notes, Drafts and Other Instruments

- Section 10. Seal
- Section 11. Fiscal Year
- Section 12. Maintenance of Units
- Section 13. Provisions for Protection
of First Mortgagees

- VI. Rights and Obligations of Third Parties; Dealing
With the Trustees; Limitation of Liability
- VII. Amendments and Termination
- VIII. Sale of Units
- IX. Disputes
- X. Construction and Interpretation
- Schedule "A" Rules and Regulations

Declaration of Trust

This Declaration of Trust made this 2nd day of June, 2015, by Dahlgren Hall, LLC, a Massachusetts limited liability company of 553 East Fifth Street, South Boston, Suffolk County, Massachusetts 02127 (hereinafter called the "Declarants"). The initial trustee shall be **Michael McGough** (hereinafter called the "Trustee") which term and any pronoun referring thereto shall be deemed to include his successors in trust hereunder and to mean the Trustee or Trustees for the time being hereunder, wherever the context so permits).

ARTICLE I

Name of Trust

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

ARTICLE II

The Trust and Its Purpose

Section 1. All of the rights and powers in and with respect to the common areas and facilities (hereinafter called the "Common Elements") of the **Dahlgren Hall Condominium** (hereinafter called the "Condominium"), established by a Master Deed of even date and recorded herewith, which are by virtue of the provisions of Chapter 183A of the Massachusetts General Laws conferred upon or exercisable by the organization of unit owners of the Condominium, and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder shall vest in the Trustees as joint tenants, with right of survivorship, as Trustees of this Trust, in trust, to exercise, manage, administer and dispose of the same and to receive the income thereof for the benefit of the owners of record from time to time of units of the Condominium (hereinafter called the "Unit Owners"), according to the schedule of beneficial interest set forth in the Master Deed, as provided in Article IV, Section 1, hereof, and in accordance with the provisions of said Chapter 183A, this Trust being the organization of the Unit Owners established pursuant to the provisions of said Chapter 183A for the purposes therein set forth.

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

ARTICLE III

The Trustees

Section 1. There shall be a Board of Trustees hereunder consisting initially of one (1) individual chosen by Dahlgren Hall, LLC, (the "Declarant"), to serve for a term which shall expire at the annual meeting of Unit Owners in February 2017 unless such term shall expire earlier, as hereinafter provided. The initial Trustee so chosen is the Trustee named herein: **Michael McGough**. Any vacancy in the office of a Trustee appointed by the Declarant shall be filled by a person appointed by the Declarant.

Except as specifically provided herein, at all meetings of Unit Owners, the Declarant shall be entitled to the same voting rights as any other Unit Owners, as to Units owned by the Declarant.

Notwithstanding any other provisions of this Declaration of Trust to the contrary, control of the **Dahlgren Hall Condominium Trust**, which is the organization of unit owners or the homeowners association set up under the provisions of Chapter 183A of the Massachusetts General Laws, shall pass from the developer to the unit owners

i) no later than 120 days after the date by which 50 percent of the units have been conveyed from the declarant to the unit purchasers or

ii) three years after the completion of the project as evidenced by the first conveyance to a unit purchaser

or whichever of the above i or ii shall occur first (the "Turnover Event").

The Board of Trustees shall consist of not less than one

(1) nor more than five (5) Trustees.

After the expiration of the term of the initial Trustee elections shall be held at the annual meeting of unit owners to elect Trustees. Only Unit Owners shall be qualified to serve as Trustees, however if a unit is owned by an entity such as a corporation, trust or limited liability company, an officer, shareholder, manager, member or trustee of such unit owner may serve as a Trustee. After election, Trustees shall serve until resignation, subsequent vote, or sale of the unit owned by the Trustee. Voting for Trustees shall take place as one vote for each unit. If vacancies exist between annual meetings, a simple majority of Unit Owners may act by written instrument to appoint replacement or additional Trustees

Each vacancy in the office of a Trustee shall be filled by instrument in writing setting forth: (a) the appointment of a natural person to act as such Trustee, signed: (i) by the Declarant (if the vacancy is in the office of a Trustee chosen by the Declarant unless such vacancy is due to the expiration of the term of the initial Trustee) or by Unit Owners (in the case of a vacancy in the office of a Trustee not chosen by the Declarant or upon the expiration of the term of the Initial Trustee) (ii) if Unit Owners entitled have not within thirty (30) days after the occurrence of such vacancy filled such vacancy, by a majority of the then remaining Trustees, or by the sole remaining Trustee if there be only one; and (b) the acceptance of such appointment, signed and acknowledged by the person so appointed. Such appointment shall become effective upon the recording with **Suffolk County Registry of Deeds** of a certificate of such appointment, signed and accepted as aforesaid, and such person shall then be and become such Trustee and shall be vested with the title to the trust property, jointly with the remaining or surviving Trustee or Trustees, without the necessity of any act of transfer or conveyance. If for any reason any vacancy in the office of Trustee shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any Unit Owner and notice to all Unit Owners and Trustees and to such other parties in interest, if any, to whom the court may direct that notice be given.

The foregoing provisions of this Section to the contrary notwithstanding, despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining or

surviving Trustee or Trustees, subject to the provisions of the immediately following Section, shall continue to exercise and discharge all of the powers, discretion's and duties hereby conferred or imposed upon the Trustees.

Section 2. In any matters relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred, the Trustees may act by a majority vote at any duly called meeting at which a quorum is present as provided in Paragraph A of Section 6 of Article V. Notwithstanding the foregoing, all decisions regarding capital improvements or expenditures in excess of \$10,000.00 shall require the unanimous vote of the Trustees.

The Trustees may also act without a meeting by instrument signed by all of the Trustees.

Section 3. Any Trustee may resign at any time by instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds, and such resignation shall take effect upon the recording of such instrument with said Registry of Deeds. After reasonable notice and opportunity to be heard before the Board of Trustees, a Trustee may be removed from office, with or without cause, by an instrument in writing signed by Unit Owners entitled to more than seventy five per cent (75%) of the beneficial interest, such instrument to take effect upon the recording thereof with said Registry of Deeds.

Section 4. Upon sale of a unit, any Trustee who is no longer a Unit Owner shall be deemed to have resigned upon recording of the deed, without the necessity of filing a resignation at the Registry of Deeds.

Section 5. No Trustee named or appointed as hereinbefore provided, whether as original Trustee or as successor to or as substitute for another, shall be obligated to give any bond or surety or other security for the performance of any of his duties hereunder, provided, however, that Unit Owners entitled to more than fifty per cent (50%) of the beneficial interest hereunder may at any time, by instrument in writing signed by them and delivered to the Trustee or Trustees affected, require that any one or more of the Trustees shall give a bond in such amount and with such sureties as shall be specified in such instrument. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

Section 6. No Trustee hereinbefore named or appointed as hereinbefore provided shall under any circumstances or in any event be held liable or accountable out of his personal assets or be deprived of compensation by reason of any action taken, suffered or omitted in good faith or be so liable or accountable for more money or other property than he actually receives, or for allowing one or more of the other Trustees to have possession of the Trust books or property, or be so liable, accountable or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of the existence of any personal interest or gain or by reason of anything except his own personal and willful malfeasance, bad faith or fraud.

Section 7. No Trustee shall be disqualified by his office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his interest individually or the Trustees' interest or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any 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 in any way interested 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 relationship hereby established, provided the Trustee shall act in good faith and shall disclose to the other Trustees the nature of his interest before the dealing, contract, or arrangement is entered into.

Section 8. The Trustees and each of them shall be entitled to indemnity both out of the trust property and by the Unit Owners against any liability incurred by them or any of them in the execution hereof, including, without limitation, liabilities in contract and in tort and liabilities for damages, penalties and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for his share of the common expenses of the Condominium and for his proportionate share of any claims involving the trust property in excess thereof.

Section 9. The Trustees shall elect from their number, at the annual meeting of the Trustees, a Chairman, Treasurer, and Secretary, who shall have such duties as are determined by the Trustees.

Section 10. The compensation of the Trustees (if any) shall

be determined at each annual meeting of Unit Owners, except for the original one (1) Trustee chosen by the Declarant who shall serve without compensation.

ARTICLE IV

Beneficiaries and the Beneficial Interest in the Trust

Section 1. The beneficiaries shall be the Unit Owners of the Condominium, for the time being. The beneficial interest in the Trust hereunder shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium, all as set forth in Schedule A of the Master Deed, incorporated herein by reference with the same force and effect as though fully set forth in the body of this instrument.

Section 2. The beneficial interest of each Unit of the condominium shall be held and exercised as a unit and shall not be divided among several owners of any such Unit. To that end, whenever any of said Units 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 of such notice, 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 Board of Trustees may, by majority vote, designate any one of such owners for such purposes.

Section 3. A Unit Owner may vote in person or by a written proxy dated no earlier than six (6) months prior to the date of the meeting at which such vote is taken. A proxy purporting to be executed by or on behalf of a Unit Owner shall be deemed valid unless challenged at or prior to its exercise. A proxy with respect to a Unit held in the names of two or more persons shall be valid if executed by one of them, unless at or prior to the exercise of the proxy, the Trustees receive specific notice to the contrary from any one of said persons.

ARTICLE V

By Laws

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

Section 1. Powers and Duties of Trustees.

The Board of Trustees shall have the powers and duties necessary for the administration of the affairs of the Condominium as set forth in Massachusetts General Laws, Chapter 183 A ("Chapter 183A") and may do all such acts and things except as by law or by the Master Deed or by this Trust may not be delegated to the Board of Trustees by the Unit Owners. Such powers and duties of the Board of Trustees shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the Common Elements.
- (b) Determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Condominium.
- (c) Collection of the common charges from the Unit Owners.
- (d) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.
- (e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Condominium.
- (f) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefore.
- (g) Leasing, managing and otherwise dealing with such community facilities as may be provided for in the Master Deed as being common areas and facilities ("Common Elements").
- (h) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to it or purchased by it as the result of enforcement of the lien for common expenses, or otherwise.
- (i) Obtaining of insurance for the Condominium, including the Units, pursuant to the provisions hereof.

(j) Making of repairs, additions and improvements to, or alterations of, the Condominium, and repairs to and restoration of the Condominium in accordance with the other provisions of this Trust.

(k) Enforcing the obligations of Unit Owners; enforcing the rules and regulations of the Condominium; allocating income and expenses; and anything and everything else necessary and proper for the sound management of the Condominium. In case of persistent violation of the rules and regulations by a Unit Owner, the Board of Trustees shall have the power to assess fines or penalties and/or require such Unit Owner to post a bond to secure adherence to the rules.

(l) Granting or relocating easements including exclusive easements.

(m) Entering into management contracts for the management of the Common Elements.

Section 2. Common Expenses, Profits and Funds.

A. Each Unit Owner shall be liable for common expenses and shall be entitled to common profits of the Condominium according to his respective percentage of undivided interest in the Common Elements as set forth in Exhibit A of the Master Deed which is incorporated herein by reference with the same force and effect as though fully set forth in the body of this instrument. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees shall at all times establish and maintain an adequate reserve fund, for repair, maintenance, replacement, 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. The building has two affordable units which shall be liable for common expenses. The affordable units undivided interest has been set to reflect the value of the affordable units.

B. At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the Board of Trustees shall estimate the common expenses expected to be incurred during such fiscal year, together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees

shall promptly render statements to the Unit Owners for their respective shares of such assessment, and each Unit Owner thereafter shall pay one-twelfth of his share of the estimated common expenses monthly in advance on the first day of each month. In the event that the Board of Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, the Board of Trustees shall make a special or supplemental assessment or assessments and render statements therefore in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The Board of Trustees may in its discretion provide for payments of statements in monthly or other installments. In order to create a reserve fund for future contingencies, the Board of Trustees may assess from time to time, in addition to the foregoing assessments, each Unit Owner for a sum or sums sufficient to provide the Condominium Trust with sufficient capital to meet emergencies and other contingencies. The amounts due hereunder, together with interest thereon, if not paid when due, at twelve per cent (12%) per annum, shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to the provisions of Section 6 of said Chapter 183A. **The initial purchasers of each unit from the declarant after the creation of the condominium shall deposit a sum equal to two months condominium fees to be deposited into the reserve fund.**

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

D. The Board of Trustees may establish a second budget for the parking area to cover only the cost of maintenance or replacement of the garage door and door openers, lifts/stackers, stripping or marking of spaces, signage for the garage, towing of improperly parked vehicles, lighting, heating and ventilation of the garage area. Such a budget, if established, shall be divided so that the parking area maintenance fee, if any, is divided equally by the total number of parking spaces without regard to the nature of the spaces as single, tandem or lift spaces. Such fees shall apply to parking spaces at the same rate regardless of ownership of the parking space by unit owners or by non-unit owners.

Section 3. Insurance.

A. The Trustees shall obtain and maintain, to the extent

available, master policies of casualty and physical damage insurance for the benefit and protection of the Trustees and all of the Unit Owners, naming as the insured, and with loss proceeds payable to, the Trustees hereunder, as Insurance Trustees for all of the Unit Owners and their respective mortgagees, as their interests may appear, such insurance to cover the Units, all other portions of the buildings, and all other insurable improvements forming part of the Common Elements; but not including: (a) the furniture, furnishings or other personal property of the Unit Owners, whether within the Units, or elsewhere; or (b) improvements within a Unit made by the Owners thereof subsequent to the first sale of such Unit by the Seller, as to which it shall be the separate responsibility of the Unit Owners to insure. Such insurance shall, unless the same is not obtainable, be maintained in an amount equal to not less than the replacement value (exclusive of foundations), as determined by the Trustees, of the insured property, 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, earthquake, and boiler and machinery explosion or damage.

B. All policies of casualty or physical damage insurance shall, unless the same is not obtainable, provide: (a) that such policies may not be canceled, terminated or substantially modified without at least twenty (20) days' written notice to the insureds; (b) that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such election may not be exercisable without the approval of the Trustees and may not be exercisable if in conflict with the terms of the Trust or these By Laws; (c) for waiver of subrogation as to any claims against the Trust, the Trustees, the manager, agents, employees, the Unit Owners and their respective employees, agents and guests; (d) for waivers of any defense based upon the conduct of any insured; and (e) in substance and effect that the insurer shall not be entitled to contribution as against any casualty insurance, which may be purchased separately by Unit Owners.

C. 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 the following Section 4 of this Article V. With

respect to losses which affect portions or elements covered by such insurance of more than one Unit to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Trustees in their judgment, in a fair and equitable manner.

D. The Trustees shall also so obtain and maintain, unless the same is not obtainable, master policies of insurance with respect to the Common Elements for the benefit and protection of the Trustees and all of the Unit Owners, for: a) comprehensive public liability; (b) workmen's compensation and employees liability with respect to any manager, agent, or employee of the Trust; 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 form 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. Such insurance shall not cover the liability of any Unit Owner as to claims arising out of incidents occurring within his own Unit, but shall be the responsibility of each Unit Owner to maintain public liability insurance therefore. The Trustees may elect to include the managing agent of the Condominium as a party insured under policies of insurance described in this Paragraph D.

E. The cost of all such insurance obtained and maintained by the Trustees pursuant to the provisions of this Section 3 shall be a common expense.

F. The Unit Owners shall carry insurance for their own benefit insuring their furniture, furnishings and other property other than fixtures covered in accordance with this Section, located within their respective Units, provided that all such policies shall contain waivers of subrogation, and further provided that the liability of the carriers issuing insurance obtained by the Trustees shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Trustees pursuant to this Section, 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 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. Each

Unit Owner shall pay for such premium increase attributable to the actions of that Unit Owner or to renovations or improvements made for that Unit Owner's own benefit.

Each Unit Owner shall notify the Trustees of all improvements to his or her Unit (except personal property other than fixtures) which exceed a total 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 this Section of any such improvements.

G. The Trustees may, in their sole discretion, purchase such other insurance as they shall determine.

Section 4. Rebuilding and Restoration; Improvements.

A. In the event of any casualty loss that is fully covered by insurance the Trustees shall proceed, without notice to the Unit Owners to make necessary repairs. In the event of any other casualty loss to the trust property, the Trustees shall determine in their reasonable discretion whether or not any such uninsured loss exceeds ten per cent (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 per cent (10%) of such value, the Trustees shall proceed, without notice to the Unit Owners, with the necessary repairs, rebuilding, or restoration. If said casualty loss exceeds ten per cent (10%) of the value of the Condominium prior to the casualty, and:

(a) If one hundred per cent (100%) in interest of the Unit Owners do not agree within 120 days after the date of the casualty to proceed with repair or restoration, the Condominium, including all Units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is found. The net proceeds of a partition sale, together with any common funds including the proceeds of any insurance, shall be divided in proportion to the Unit Owner's respective undivided ownership in the Common Elements. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A of the Massachusetts General Laws.

(b) If seventy-five per cent (75%) in interest of the

Unit Owners agree to proceed with the necessary repair or restoration, the cost of rebuilding the Condominium, in excess of any available common funds including the proceeds of any insurance, shall be a common expense, provided, however, that if such excess cost exceeds ten per cent (10%) of the value of the Condominium prior to the casualty, any Unit Owner who did not so agree may apply to the Superior Court of **Suffolk County**, on such notice to the Trust as the Court shall direct, for an order directing the purchase of his Unit by the Trust at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

B. If fifty per cent (50%) or more, but less than one hundred per cent (100%) in interest of the Unit Owners agree to make an improvement to the Common Elements, the cost of such improvements shall be borne solely by the Unit Owner so agreeing.

Seventy five per cent (75%) in interest of the Unit Owners may agree to make an improvement to the Common Elements and assess the cost thereof to all Unit Owners as a common expense; but if such improvement shall cost in excess of ten per cent (10%) of the then value of the Condominium, any Unit Owner not so agreeing may apply to the Superior Court of **Suffolk County**, on such notice to the Trust as the Court shall direct, for an order directing the purchase of his Unit by the Trust at fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

Section 5. Rules and Regulations.

The Board of Trustees has adopted the Rules and Regulations set forth in Schedule A annexed hereto and made a part of this Trust, governing the details of the operation and use of the Common Elements, and containing such restrictions on and requirements respecting the use and maintenance of the Units and the Common Elements as are consistent with the provisions of the Master Deed, and designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the Common Elements.

By vote of a majority in number of the Board of Trustees, the Board of Trustees may at any time and from time to time amend, modify and rescind the Rules and Regulations.

Section 6. Meetings.

A. The Board of Trustees shall meet annually on the date of (and immediately following) the annual meeting of the Unit Owners, and at such meeting shall elect the Chairman, Treasurer, and Secretary hereinbefore provided for. Other meetings may be called by the Chairman and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting, stating the place, day and hour thereof, shall be given at least seven (7) days before such meeting to each member of the Board of Trustees. One-half (1/2) of the number of Trustees shall constitute a quorum at all meetings, and such meetings shall be conducted in accordance with such rules as the Board of Trustees may adopt.

B. Commencing with the calendar year **2016** there shall be an annual meeting of the Unit Owners on the first Tuesday of February in each year, at 7:30 p.m., at the Condominium premises or at such other reasonable place and time as may be designated by the Board of Trustees by written notice given to the Unit Owners at least fourteen (14) days prior to the date so designated. Special meetings of the Unit Owners may be called by The Board of Trustees or by the Unit Owners upon the written request of Unit Owners entitled to more than **fifty (50%)** percent of the beneficial interest hereunder. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Board of Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated. At the annual meeting of the Unit Owners, the Board of Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Board of Trustees proposes to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter. A quorum of Unit Owners shall consist of the holders of at least fifty (50%) percent of the beneficial interest hereunder.

Section 7. Notices to Unit Owners.

Every notice to any Unit Owner required under the provisions hereof, or which may be deemed by the Trustees necessary or desirable in connection with the execution of the trust created hereby or which may be ordered in any judicial proceeding, shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such Unit Owner by leaving such notice with him

at his residence in the Condominium or by mailing it, postage prepaid, addressed to such Unit Owner at his address as it appears upon the records of the Trustees, at least seven (7) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given, or such longer period of time as may be required by the specific terms of this instrument. Unit Owners may waive notice by duly executing an appropriate waiver of notice.

Section 8. Inspection of Books; Reports to Unit Owners.

Books, accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees and the Unit Owners at all reasonable times. The Trustees shall as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trustees for such year, which shall include financial statements in such summary form and only in such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees, given by registered or certified mail within a period of one (1) month of the date of receipt by him, shall be deemed to have assented thereto.

Section 9. 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 (2) Trustees, or by any person or persons (who may be one of the Trustees) to whom such power may at any time or from time to time be designated by not less than a majority of the Trustees.

Section 10. Seal.

The seal of the Trustees shall be circular in form, bearing the inscription: "**Dahlgren Hall Condominium**", but such seal may be altered by the Trustees, and the Trustees may, at any time or from time to time, at their option, adopt a common or wafer seal which shall be valid for all purposes.

Section 11. Fiscal Year.

The fiscal year of the Trust shall be the calendar year.

Section 12. Maintenance of Units.

The Unit Owners shall be responsible for the proper maintenance and repair of their respective Units and any common areas for which they have an exclusive easement. If a majority of the Trustees shall at any time in their reasonable judgment determine that a Unit is in such need of maintenance, painting or repair that the market value of an adjacent Unit or Units is being adversely affected, or that the condition of a Unit or any fixtures, furnishing, facility or equipment thereof is hazardous to any Unit or the occupants thereof, the Trustees shall in writing request the Unit Owner to perform the needed maintenance, painting or repair, or otherwise to correct the hazardous condition, and in case such work shall not have been commenced within fifteen (15) days (or such reasonably shorter period in case of emergency, as the Trustees shall determine) of such request and brought to diligent completion, the Trustees shall be entitled to have access to the Unit and to have the work performed for the account of such Unit Owner whose Unit is in need of work, and the cost thereof shall constitute a lien upon such Unit, and such Unit Owner shall be personally liable therefore, provided that the lien thus created shall be subordinate to first mortgages of record.

Section 13. Provisions for Protection of First Mortgagees

A. Definitions

(i) The term "FHLMC" means Federal Home Loan Mortgage Corporation.

(ii) The term "FNMA" means Federal National Mortgage Association.

(iii) The term "eligible Mortgage Holder" means a holder of a first mortgage on a unit who has requested notice of certain matters from this Trust as set forth in these Bylaws.

(iv) The term "Constituent Documents" means, collectively, the Master Deed, this Trust and the Bylaws and rules and Regulations thereto and the Plans.

B. Rights of Eligible Mortgage Holders

Notice of Action: Upon written request to this Trust identifying the name and address of the mortgage holder and the

unit number or address, any first mortgagee and any such eligible Mortgage Holder will be entitled to timely written notice of:

- (i) any condemnation loss or any casualty loss that affects either a material portion of the project or any unit on which there is a first mortgage held by such eligible mortgage holder;
- (ii) any delinquency in the payment of assessments or charges owed, or default in the performance by the borrower of any obligation under the Condominium Constituent Documents, by any owner of a unit subject to a first mortgage held by such first Mortgage Holder which remains uncured for a period of 60 days;
- (iii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and
- (iv) any proposed action that would require the consent of a specified percentage of eligible mortgage holders.

C. Amendment To Documents

Unless otherwise prohibited by statute: (i) Where Unit Owners are considering termination of the legal status of the project for reasons other than substantial destruction or condemnation of the property, the consent of owners of units to which one hundred (100%) percent of the votes in this Trust are allocated and the approval of eligible Mortgage Holders representing at least fifty-one (51%) percent of the votes of the mortgaged units shall be required to terminate the legal status of the project as a Condominium.

- (ii) The consent of the owners of units to which one hundred (100%) percent of the votes in this Trust are allocated, and the approval of at least fifty-one (51%) percent of the eligible Mortgage Holders (based on one vote for each unit subject to a mortgage held by an eligible Mortgage Holder), shall be required to add or amend any material provisions of the Constituent Documents of the project, which establish, provide for, govern or regulate any of the following:

- (a) voting rights;
- (b) assessments, assessment liens or subordination of such liens;
- (c) reserves for maintenance, repair and replacement of the common areas;
- (d) insurance or fidelity bond requirements;
- (e) rights to use the common areas;
- (f) responsibility for maintenance and repairs;
- (g) expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project;
- (h) definitions of unit boundaries;
- (i) interests in the general or limited common areas;
- (o) convertibility of units into common areas or of common areas into units;
- (k) leasing units;
- (l) reallocation of interests in the general or limited common areas or rights to their use;
- (m) a decision by the Trust to establish self-management when professional management had been required previously by an eligible Mortgage Holder.
- (n) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her unit;
- (o) restoration or repair of the project (after hazard damage or partial condemnation) in a manner other than that specified in the Condominium Constituent Documents;
- (p) any action to terminate the legal status of the project after substantial destruction or condemnation occurs;
or
- (q) any provisions that are for the express benefit of

Mortgage Holders of mortgages on units.

- (iii) 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.

D. First Mortgagee Obtaining Title

Except as otherwise provided in Chapter 183A, any first mortgagee who obtains title to a Condominium unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such unit's unpaid dues or charges that accrue prior to the acquisition of title to such unit by the mortgagee.

E. Additional Prohibitions

Except as may otherwise be provided by statute, unless at least two thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned) or owners (other than the sponsor, developer or builder) of the individual Condominium units have given their prior written approval, this Trust shall not be entitled to:

- (i) by act or omission, seek to abandon or terminate the Condominium project.
- (ii) Change the pro rata interest or obligations of any individual Condominium unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or (2) determining the pro rata share of ownership of each Condominium unit in the common elements;
- (iii) Partition or subdivide any Condominium unit;
- (iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (Granting easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium project shall not be deemed a transfer within the meaning of this clause);
- (v) 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 Condominium property;

- (vi) No provision of the constituent documents shall give any Unit Owner or Owners or any other party or parties priority over any rights of first mortgagees of Condominium units pursuant to their mortgages in the case of a payment to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or taking of Condominium units and/or common areas and facilities.

F. Information

The Trust shall promptly deliver the following information, in writing, to any mortgagee, mortgage holder, mortgage servicer, FHLMC, FNMA, VA, HUD, or FHA requesting same, without expense to the requesting party:

- (i) notification of any default in the performance by the individual unit borrower of any obligation under the Condominium Constituent Documents that is not cured within sixty (60) days;
- (ii) a written certification as to whether the owner of any unit encumbered by a mortgage held or serviced, in whole or in part, by the requesting party, is more than one (1) month delinquent in the payment of Condominium common area charges or assessments.
- (iii) written certification as to the percentage of Unit Owners who are more than one (1) month delinquent in paying Condominium common area charges or assessments;
- (iv) a statement to the best of the Trust's knowledge as to the percentage of units that have been sold and conveyed to bona fide purchasers (who have closed or who are legally obligated to close) and the percentage of units that are occupied by individual Unit Owners as their primary year-round residence.

C. FHLMC; FNMA

The provisions of this Section are set forth so that the Condominium will comply with the requirements of FHLMC, FNMA, FHA, VA and/or HUD and the provisions of this Section shall be construed and interpreted in accordance with that intention.

Notwithstanding anything to the contrary in the Constituent Documents, the provisions of this Section shall at all times take precedence over all other provisions in the Constituent Documents, and this Section shall not be amended or modified without the express prior written consent of FHLMC, FNMA, FHA, VA and/or HUD except as expressly provided in the immediately following sentence. In the event that, at any time, and from time to time, applicable Rules and Regulations of FHLMC, FNMA, FHA, VA and/or HUD are changed or modified, then and in any such event or events, the prohibition contained in the immediately foregoing sentence shall be deemed to be changed and modified so as to permit the amendment and modification of the Constituent Documents so that the Constituent Documents shall comply with such changed or modified Rules and Regulations of FHLMC, FNMA, FHA, VA and/or HUD.

ARTICLE VI

Rights and Obligations of Third Parties Dealing With the Trustees; Limitation of Liability

Section 1. No purchaser, mortgagee, lender, or other person dealing with the Trustees as they then appear of record in said Registry of Deed shall be bound to ascertain or inquire further as to the persons who are then Trustees hereunder or be affected with any notice, implied or actual, otherwise than by a certificate thereof, and such record or certificate shall be conclusive evidence of the personnel of said Trustees and of any changes therein. The receipts of the Trustees, or any one or more of them, 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 the trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed or otherwise as to the purpose or regularity of any of the acts of the Trustees or any one or more of them purporting to be done in pursuance of any of the provisions or powers herein contained, or as to the regularity of the resignation or appointment of any Trustee, and any instrument of appointment of a new Trustee or discharge of a Trustee purporting to be executed by the Trustees, Unit Owners or other persons herein required to execute the same, shall be conclusive evidence in favor of any

such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation or appointment or the occasion thereof.

Section 2. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking obligation, covenant, or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceedings, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with, or having any claim against the Trustees, shall look only to the trust property for payment under such contract or claim, or for the payment of any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefore; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of the Unit Owners under the provisions of Section 7 of Article III hereof or under the provisions of said Chapter 183A.

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

Section 4. This Declaration of Trust and any amendments thereto and any certificate herein required to be recorded, and any other certificate or paper signed by said Trustees or any of them which it may be deemed desirable to record, shall be recorded with said Registry of Deeds and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the trust property, or any beneficiary hereunder, shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with said Registry of Deeds. Any certificate signed by the Trustees in office at the time, setting forth as facts any

matters affecting the Trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Registry of Deeds, shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. 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 and of the existence of the facts therein set forth.

ARTICLE VII

Amendments and Termination

Section 1. The Trustees, with the consent in writing of Unit Owners entitled to **seventy-five per cent (75%)** of the beneficial interest hereunder, may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change shall be valid or effective: (a) which is made without the consent of the Declarant prior to the date on which the Declarant ceases to be entitled to fifty per cent (50%) of the beneficial interest hereunder; (b) according to the purport of which the percentage of the beneficial interest hereunder of any Unit Owner would be altered, other than by consent of all of the Unit Owners, or in any manner or to any extent whatsoever modified or affected so as to be different than the percentage of the individual interest of such Unit Owner in the Common Elements as set forth in the Master Deed; or (c) which would render this Trust contrary or inconsistent with any requirements or provisions of said Chapter 183A. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this Section shall become effective upon the recording with said 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 the Trustees setting forth in full the amendment, alteration, addition, or change, and reciting the

consent of the Unit Owners herein required to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition, or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons, and for all other purposes.

No instrument of amendment that alters the rights of the owners of four parking spaces that are subject to the easement prior to the Master Deed shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the owner or the owners of the parking easements so affected.

Section 2. The Trust hereby created shall terminate only upon the removal of the Condominium from the Provisions of Chapter 183A in accordance with the procedure therefore set forth in Section 19 of said Chapter.

Section 3. Upon the termination of this Trust, the Trustees may, subject to, and in accordance with the provisions of said Chapter 183A, sell and convert into money the whole of the trust property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, 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 percentages of beneficial interest, as shown in Schedule A of the Master Deed. In making any sale under the provisions of this Section 3, the Trustees shall have the power to sell or vary any contract of sale and resell without being answerable for loss, and, for said purposes, to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of trust property may have passed.

ARTICLE VIII

Sale of Units

Section 1. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests (as hereinafter defined); it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer, or other disposition of such part of the Appurtenant Interests of all Units.

"Appurtenant Interests", as used herein, shall include: (i) the undivided interest of a Unit Owner in the Common Elements; (ii) the exclusive easement of a Unit Owner for balconies, decks or use of portions of the yard; (iii) parking spaces which are specifically assigned to a unit in Exhibit A of the Master Deed as provided in Section 4 (j) thereof; and (iv) the interest of such Unit Owner in any Units theretofore acquired by the Trustees, or their designee, on behalf of all Unit Owners, or the Proceeds of the sale or lease thereof, if any; and (iv) the interest of such Unit Owner in any other assets of the Trust.

Notwithstanding anything to the contrary herein contained no Unit Owner may convey his easement to use one or more areas of the yard, roof, balconies, decks or parking spaces appurtenant to the Unit without conveying his Unit as a part of such transaction; it being the intention to prevent severing ownership of the yard, roof balconies, decks or parking spaces from ownership of the Unit. **The four parking spaces that are subject to an easement prior to the Master Deed are not appurtenant to any unit and are exempt from the requirement that parking spaces may only be owned by unit owners.**

Section 2. Financing of Purchase of Units by Trustees. With the prior approval of a majority in interest of the Unit Owners, the Trustees may acquire Units of the Condominium. Acquisition of Units by the Trustees may be made from any funds in the hands of the Trustees; or if such funds are insufficient, the Trustees may levy an assessment against each Unit Owner in Proportion to his beneficial interest, as a common charge; or the Trustees; in their discretion, may borrow money to finance

the acquisition of such Units, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Units with Appurtenant Interests to be acquired by the Trustees.

Section 3. Waiver of Right of Partition. In the event that a Unit shall be acquired by the Trustees, all Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit or Units as are acquired by the Trustees.

Section 4. Payment of Assessments. No Unit Owner shall convey, mortgage, pledge, hypothecate, sell, or lease his Unit unless and until he shall have paid in full to the Trustees all unpaid common charges theretofore assessed by the Trustees against his Unit and until he shall have satisfied all unpaid liens against such Unit.

ARTICLE IX

Disputes

Any Unit Owner aggrieved by any decision or action of the Trust in the administration of the Condominium may, within thirty (30) days of the decision or action of the Trust, appoint an arbitrator who shall be a member of the American Arbitration Association with not less than five (5) years' experience as an arbitrator. With ten (10) days after notice of such appointment, the Trust shall appoint another such arbitrator, and the two so chosen shall within ten (10) days thereafter choose a third such arbitrator. A majority of such arbitrators shall be entitled to decide any such matter, and their decision shall be rendered within thirty (30) days of the appointment of the third arbitrator. Such decision, subject to Chapter 251 of the General Laws of Massachusetts, as from time to time amended, shall be final and conclusive on all persons.

ARTICLE X

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

captions of Articles and Sections are inserted only for the convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation, or effect hereof.

All of the trusts, powers, and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts.

WITNESS our hands and seal this the 7th day of June, 2015.

Dahlgren Hall, LLC
by


Michael McGough, Manager

The undersigned hereby accepts the appointment as the initial Trustee hereunder.


Michael McGough, Trustee

COMMONWEALTH OF MASSACHUSETTS

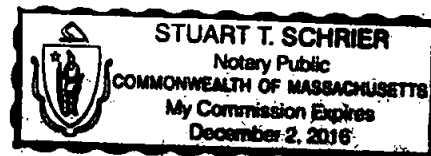
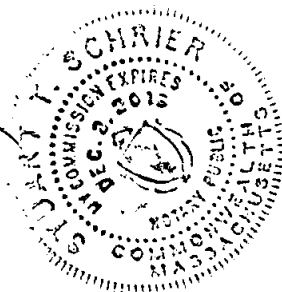
SUFFOLK, SS

On this the 7th day of June, 2015, before me, the undersigned notary, personally appeared Michael McGough, proved to me through satisfactory evidence of identity, which was a Massachusetts Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose individually and as manager of Dahlgren Hall, LLC.



Stuart T. Schrier
Notary Public

My Commission Expires: Dec. 2, 2016



Schedule A

Rules and Regulations

1. No use shall be made of the Common Elements except as permitted by the Board of Trustees.

2. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board of Trustees.

3. Nothing shall be done or kept in the Common Elements which will increase the rate of insurance of the Condominium, or contents thereof, applicable for residential use, without the prior written consent of the Board of Trustees. No Unit Owner shall permit anything to be done, or kept in the Common Elements which will result in the cancellation of insurance on the Condominium, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

4. Unit Owners shall not cause or permit anything to be placed on the outside walls or doors of the Condominium, and no sign, awning, canopy, shutter, or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roofs, or any part thereof, or exposed on or any window, without the prior consent of the Board of Trustees.

5. Unit Owners will not be allowed to put their names on any building or Common Element except in the proper places in or near the mailboxes provided for the use of the Unit Owners or occupants, respectively.

6. No offensive activity shall be carried on in the Common Elements, 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, nor shall any offensive or noxious odors be permitted to permeate the common areas. No Unit Owner shall make or permit any disturbing noises by such Unit Owner or by such Unit Owner's family, servants, employees, agents, visitors, lessees, and licensees, nor do or permit by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. **Smoking is deemed to be an offensive activity if the smoke affects other areas of the building.**

7. Nothing shall be done in, on or to the Common Elements or the Units which will impair the structural integrity of the

buildings or which would structurally change the buildings without the prior written consent of the Board of Trustees.

8. No clothes, clotheslines, sheets, blankets, laundry, or any kind of other articles shall be hung out of a Unit or exposed on any part of the Common Elements. The Common Elements shall not be obstructed and shall be kept free and clear of all rubbish, debris, and other unsightly materials. Balconies and Porches may have ordinary outdoor furniture kept thereon in a neat and orderly manner. Balconies and porches shall not be overloaded or left in an unsanitary or unsightly manner.

9. Except in areas with exclusive easements and other areas designated by the Board of Trustees, there shall be no parking of motor vehicles, playing, lounging or parking of baby carriages or playpens, bicycles, wagons, toys, benches or chairs, on any part of the Common Elements, except that all areas may be used for their normal and intended purposes.

10. "For Sale", "For Rent", "For Lease" signs or other window displays or advertising shall not be maintained or permitted in any part of the Condominium or in any Unit therein unless specifically related to the sale or rental of that particular unit. Such signs shall be carefully placed and attached so as not to damage the building and not to present any hazards to any persons or property. The right is reserved by the Declarant or their agents, to place "For Sale", "For Rent", or "For Lease" signs on any unsold or unoccupied Units or on any part of the Common Elements of the buildings.

11. Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Board of Trustees.

12. The Common Elements shall not be decorated or furnished by any Unit Owner in any manner without the prior written consent of the Board of Trustees.

13. The agents of the Board or the managing agent, and any contractor or workman authorized by the Board of Trustees or the managing agent, may enter any Unit in the buildings at any reasonable hour of the day after forty eight hours written notification to the unit owner (except in case of emergency in which case such prior written notification shall not be necessary) for the purpose of performing maintenance work on common areas and facilities.

14. Nothing shall be hung from the windows or placed upon the window sills. The foregoing shall not, however, interfere with the right of Unit Owners to select draperies and curtains for their Units. Rugs or mops shall not be shaken or hung from or on any of the windows, doors balconies or decks. Garbage and refuse from the Units shall be disposed of only at such times and in such manner as the Board of Trustees may direct.

15. No washing or repairing of automobiles shall take place within the Condominium, nor shall driveways be used for any purpose other than to enter and exit the parking areas. Parking areas shall not be used for any purpose other than to park motor vehicles and bicycles, excluding specifically, commercial vehicles, without the prior written consent of the Board of Trustees. Notwithstanding the foregoing, in cases of emergency or for access by repairmen on a temporary basis, commercial vehicles may be parked within the Condominium. No Unit Owner shall park any motor vehicles within the Condominium, without the prior written consent of the Board of Trustees. No unregistered, uninspected and/or uninsured vehicles be kept on the condominium premises for more than seven (7) days.

16. If any key or keys are entrusted by a Unit Owner or occupant or by any member of such Unit Owner's family, or by such Unit Owner's agent, servant, employee, licensee, lessee or visitor, to an employee of the Board of Trustees, whether for such Unit or an automobile, truck, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board of Trustees shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting there from or connected therewith.

17. The Board of Trustees, or its designated agent, may retain a pass key to each Unit. In the event that any Unit owner refuses to allow the Board of Trustees to retain a key that Unit owner releases the Board of Trustees from any responsibility for any damages arising out of any damage to the Unit if entry is necessary in case of an emergency, such as, by way of an example to shut off water in case of a broken pipe. Such Unit owner refusing to allow the Trustees to retain a key shall also be responsible for any additional damages to any other Unit arising out of a delay in access to deal with any emergency on account of the Trustees not having such a key.

18. The use of the Common Elements, by Unit Owners, as well as the safety and maintenance of all personal property of the

Unit Owners kept in such areas and in the Units themselves, shall be the responsibility and at the sole risk of the respective Unit Owners, and neither the Trustees nor their respective agents, servants, employees, successors or assigns, shall bear any responsibility therefore.

19. Each Unit Owner assumes responsibility for such Unit Owner's own safety and that of such Unit Owner's family, guest, agents, servants, employees, licensees and lessees.

20. Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by the Board of Trustees.

21. These Rules and Regulations may be amended from time to time as provided in the Trust.

22. Unit owner's may have no more than two household pets provided that such pets must be kept in the unit owner's unit, precautions must be taken to ensure that no foul odors result from keeping any pets, that pets are leashed or carried when in condominium common areas and that the Board of Trustees reserves the right to require the removal of any pet creating excessive noise, creating offensive odors, or repeatedly found in common areas unsupervised and/or in violation of the leash requirements. The definition of household pet shall specifically be understood and used in the context of this condominium to exclude rodents and snakes.

23. Unit owners having pets shall maintain liability insurance covering any damage the pets may do to condominium common areas or liability for personal injuries that may be suffered on account of such pet.

24. The condominium association reserves the right to install or maintain sub-meters for water and sewer, and to have each unit pay its own water bills, in accordance with Massachusetts General Laws.

25. The condominium may issue fines for violation of the rules and regulations including the failure to pay condominium fees or special assessments when due. The initial fine amount shall be \$25.00 for payments over fifteen days late and such a fine shall only apply to each monthly payment or special assessment one time. Such fine amounts may be changed by the condominium trustees from time to time with notice of such change given to the unit owners at least thirty days prior to

the effective date of such changes.

26. The Trustee's may make reasonable rules and regulations for the use of the Penthouse community room, kitchen and roof deck. Such rules may include the hours the facilities may be used which may be limited so as not to disturb neighbors or occupants of units 41, 42, 43, 44, 45 and 46.

27. The Trustee's may make reasonable rules and regulations for the use of the elevator for "move in" and "move out". Moving rules may require the reservation of the elevator for moving purposes and may require a moving deposit to cover any damages to the common areas resulting from moving. Anyone moving in or out will always make the elevator available for any other occupant that is handicapped or disabled.