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DECLARATION OF  
HARVARD RIDGE CONDOMINIUM TRUST

THIS DECLARATION OF TRUST made this 12th day of March, 1982, by CHARLES C. BRAGG, of Stow, Middlesex County, Massachusetts, (hereinafter called the "Trustee or Trustees", which term and any pronoun referring thereto shall be deemed to include his 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 created hereby shall be known as: HARVARD RIDGE CONDOMINIUM TRUST.

ARTICLE II - The Trust and Its Purposes

2.1 General Purposes. This Trust is created as the organization of unit owners (hereinafter the "Owners" or "Unit Owners") as required by the provisions of Chapter 183A, as amended, of the Massachusetts General Laws (hereinafter "Chapter 183A") for the purpose of managing and regulating Harvard Ridge Condominium (hereinafter the "Condominium"), established by a Master Deed (hereinafter the "Master Deed") executed by Charles C. Bragg, Trustee of Harvard Ridge Realty Trust (hereinafter the "Declarant"), dated the same date as the date of this Trust and recorded herewith.

2.2 Definitions. Unless the context otherwise requires, the words defined in the Master Deed and the definitions contained in Section 1 of Chapter 183A shall be applicable to this Trust.

2.3 Trust and Not Partnership. It is hereby expressly declared that a trust and not a partnership or corporation is hereby created, and that the Unit Owners are beneficiaries and not partners or associates between and among themselves with respect to the trust property, and hold no relation to the Trustees other than as beneficiaries hereunder.

2.4 Property Held in Trust. All property, real and personal, tangible and intangible, conveyed to or held hereunder by the Trustees shall vest in the Trustees, in trust, to manage, administer and dispose of the same and to receive and/or distribute the income and/or principal thereof for the benefit of the Owners from time to time of the Units in the Condominium. The beneficial

interest of each Unit Owner is set forth in Schedule A annexed hereto and made a part hereof, which interest is equal to the percentage undivided ownership interest of each Owner's Unit in the Common Areas and Facilities of the Condominium as set forth in the Master Deed.

### ARTICLE III - The Trustees

#### 3.1 Number of Trustees; Term of Office; Qualifications.

- (a) Except as hereinafter provided, there shall be at all times not less than five (5) nor more than seven (7) Trustees, such number to be determined from time to time by vote of Unit Owners holding not less than fifty-one percent of the beneficial interest hereunder at any annual or special meeting of the Unit Owners. Provided, however, that for three years from the date of the recording of the Master Deed there shall be one Trustee and the original Trustee shall continue to serve for this period and until his successors have been elected and qualified. If the original Trustee shall die, resign, become incapacitated or be unable or unwilling to serve as Trustee during this initial three year period, then the Declarant or such person or entity as may succeed to the Declarant's position as developer of the Condominium (the Declarant and all such successors being hereinafter called the "Sponsor") shall appoint his successor to fill the remainder of such term. Upon the expiration of such three year term, the office of the original Trustee or his successor as designated by the Sponsor shall be deemed vacant so as to permit such vacancy to be filled in the manner provided in Section 3.3 below. Until such vacancy has been filled, however, the original Trustee or his successor as designated by the Sponsor may continue to act. The term of office of the Trustees appointed to fill the vacancy of the original Trustee or of the successor to the original Trustee as designated by the Sponsor shall be for

the period until the annual meeting of the Unit Owners immediately succeeding their appointment and until their successors have been elected and qualified. Thereafter, the term of office of the Trustees shall be for a period of two years and until their successors have been elected and qualified. "Each Trustee, with the exception of the original Trustee and any successor Trustee designated by the Sponsor shall be a Unit Owner or a member of his or her family who resides at the Condominium. Upon selling his or her Unit or ceasing to reside therein (even though the Unit is still owned) a Trustee shall be deemed thereby to have resigned his office and shall deliver to the other Trustees a confirmatory written resignation.

- (b) Notwithstanding anything to the contrary in this Trust contained, those Trustees appointed or selected by the Declarant as aforesaid shall resign no later than the earlier of the following events;
  - (i) 120 days after 75% of the Units in the Condominium have been conveyed to Unit purchasers; or (b) three years following conveyance of the first Unit.

The purpose of the foregoing provision is to comply with the requirement imposed by the Federal National Mortgage Association ("FNMA") necessitating the transfer of control of the Condominium to the Unit Owners as above provided. For this purpose "control" means the right of the Declarant to control the Unit Owners' Association or its Trustees, the Condominium itself or the Unit Owners in any manner except through votes allocated to Units owned by the Declarant on the same basis as votes pertaining to sold units.

**3.2 Election of Trustees.** The total number of Trustees required to be elected as provided in Section 3.1 hereof shall be elected by the Unit Owners holding at least fifty-one percent of the beneficial interest at any annual or special meeting. Each person elected to serve as Trustee who wishes to so serve shall promptly file with the Secretary of the Trust his written acceptance of election, and upon receipt of such acceptance, the Secretary shall sign and record with the Middlesex South District Registry of Deeds a certificate of election setting forth the

names of the new Trustees and reciting that they have been duly elected by the requisite vote of the Unit Owners or the Trustees, as the case may be, and have filed their written acceptances of election with the Secretary.

3.3 Vacancies. If and whenever the number of Trustees shall become less than five or less than the number of Trustees last determined by the Unit Owners as provided in Section 3.1 hereof, a vacancy or vacancies in the office or Trustee shall be deemed to exist. Each such vacancy shall be filled by the appointment of a successor who shall be designated by a vote of Unit Owners holding at least fifty-one percent of the beneficial interest hereunder. Each Trustee appointed to fill a vacancy shall promptly file with the Secretary of the Trust his written acceptance of appointment. Each appointment to fill a vacancy, other than by court proceeding as hereinafter provided, shall be evidenced by recording with the Middlesex South District Registry of Deeds of a certificate of appointment signed by the Secretary setting forth the name of the new Trustee appointed to fill the vacancy and reciting that said Trustee has been duly appointed by vote of the Unit Owners and that he has filed his written acceptance of appointment with the Secretary. If for any reason any successor shall not be so designated within sixty days after the vacancy in office occurs, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any Unit Owner or Trustee after notice to all Unit Owners and Trustees and to such others as the court may direct. Any appointment by such court proceeding shall become effective upon recording with said Registry of Deeds of a certified copy of the court decree and of the acceptance of such appointment by the successor Trustee so appointed. Notwithstanding the foregoing provisions of this Section 3.3, the remaining Trustees shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred upon the Trustees. Any person appointed as a successor Trustee as hereinbefore provided shall be vested with the title to the trust property jointly with the remaining Trustees without the necessity of any act of transfer or conveyance.

3.4 Quorum and Action by Majority. The Trustees may act by a majority vote at any duly called meeting at which a quorum is present. A quorum shall consist of a majority of the Trustees, but in no event less than two Trustees. Notwithstanding the foregoing to the contrary, until the expiration of three years from the date of the recording of the Master Deed, a quorum shall consist of the original Trustee or his successor appointed by the Sponsor and such Trustee acting alone may take all action.

3.5 Resignation and Removal of Trustee. Any Trustee may resign by notice in writing given to each of his co-Trustees. Such written resignation shall be recorded by the Secretary of

the Trust at the Middlesex South District Registry of Deeds. After reasonable notice and an opportunity to be heard, a Trustee may be removed from office with or without cause by a vote of Unit Owners holding at least fifty-one percent of the beneficial interest hereunder. Notwithstanding the foregoing to the contrary, the original Trustee and any successor Trustee appointed by the Sponsor may be removed only by the Sponsor until the expiration of three years from the date of the recording of the Master Deed. Any such removal shall be evidenced by the recording at the Middlesex South District Registry of Deeds of a certificate of removal signed by the Secretary of the Trust naming the Trustee so removed and reciting that the requisite votes of the Unit Owners or Trustees, as the case may be, were cast for the removal.

3.6 No Bond By Trustees. No Trustee elected or appointed, as hereinbefore provided, whether as original or successor Trustee, shall be obligated to give any bond or surety or other security for the performance of his duties hereunder; provided, however, that Unit Owners holding a least fifty-one percent of the beneficial interest hereunder may at any time, by notice in writing signed by them and delivered to the Trustee or Trustees affected thereby, require that any one or more of the Trustees shall give bond in such amount and with such sureties as shall be specified in such notice. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

3.7 Compensation of Trustees. No Trustee shall receive compensation for his services, except that by a vote of a majority of the other Trustees a Trustee may be reimbursed for his out-of-pocket expenditures associated with Trust business.

3.8 No Liability If In Good Faith. No Trustee shall be personally liable or accountable out of his personal assets by reason of any action taken, suffered or omitted in good faith, or for allowing one or more of the other Trustees to have possession of the Trust books or property, or by reason of honest errors of judgment, mistakes of fact or law, the existence of any personal or adverse interest, or by reason of anything except his own wilful malfeasance and default.

3.9 Dealing with Trust Not Prohibited. No Trustee or Unit Owner shall be disqualified by his office from contracting or dealing directly or indirectly with the Trustees or with one or more Unit Owners, nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which any Trustee or Unit Owner shall be in any way interested be avoided, nor shall any Trustee or Unit Owner 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, or by reason of such Unit Owner's status, provided

the Trustee or Unit Owner shall act in good faith and shall disclose the nature of his interest before the dealing, contract or arrangement is entered into.

3.10 Indemnity. 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 good faith 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.

#### ARTICLE IV - Beneficiaries and Beneficial Interest

4.1 Percentage Interests. The beneficiaries shall be the Unit Owners of the Condominium from time to time. The beneficial interest in the 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 Schedule A hereof.

4.2 Persons to Vote as Unit Owners. The beneficial interest of each Unit of the Condominium shall be held 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 or other person 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, by majority vote, designate any one such Owner or other person for such purposes.

#### ARTICLE V - By-Laws

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

5.1 Powers and Duties of the Trustees. The Trustees shall have the powers and duties specifically conferred upon them by Chapter 183A, the Master Deed and these By-Laws, and all other powers and duties necessary for the administration of the affairs of the Condominium (except as otherwise provided by law, the Master Deed or these By-Laws), including, without limiting the generality of the foregoing, the following powers and duties.

5.1.1 To appoint and remove at pleasure all officers, agents and employees of the Trust, prescribe their duties, fix their compensation, and require of them such security or fidelity bond(s) as they may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Unit Owner or Trustee in any capacity whatsoever.

5.1.2 To establish, levy and assess, and collect the assessments for common expenses referred to in Section 5.4 and supplemental assessments referred to in Section 5.4.1.

5.1.3 To do all things necessary to operate, maintain, repair, improve, replace, alter and otherwise administer and care for the Common Areas and Facilities including facilities situated on adjoining parcels of land to which Unit Owners have rights of use and obligations to maintain in common with others, as may be provided in instruments recorded with Middlesex South District Registry of Deeds, and, to the extent provided in the Master Deed and these By-Laws, maintain, repair and care for the Units.

5.1.4 To have a reasonable right of entry into any Unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance of operation of the Condominium as set forth in Section 5.2.2.

5.1.5 To obtain all policies of insurance required by these By-Laws and such other insurance as may be required by law or as the Trustees may from time determine.

5.1.6 To obtain any legal, accounting, administrative and other services deemed advisable by the Trustees, including the services of a manager and any other personnel, to whom the Trustees, except to the extent limited by Chapter 183A, the Master Deed, or these By-Laws (including this Section 5.1), may delegate certain of its powers and duties. The Trustees shall be entitled to rely upon the advice and counsel of attorneys, accountants and other advisors hired by them and shall be protected in so doing.

5.1.7 To adopt, amend, modify and rescind from time to time and enforce rules and regulations (the "Condominium Rules") governing the use of the Condominium and the personal conduct of the Unit Owners and their families, tenants and guests thereon.

5.1.8 To cause to be kept a complete record of all its acts and the affairs of the Trust and to present a statement thereof to the Unit Owners at the annual meeting of the Unit Owners.

5.1.9 To purchase, or otherwise acquire title to or an interest in, sell, lease, mortgage and otherwise maintain, manage, hold, use, encumber and dispose of any property real or personal, tangible or intangible, in the course of their administration and management of the Condominium; provided that the Trustees may not by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any part of all of the Common Areas and Facilities, other than by the granting of utility rights and easements and/or rights and easements for other public purposes consistent with the intended use of the Common Areas and Facilities, without the prior authorization of Unit Owners holding at least 75% of the beneficial interest hereunder and of all first mortgagees of record of Units in the Condominium.

5.1.10 To open and maintain bank accounts, and to authorize the drawing of checks and other financial instruments, and to keep a full and complete record of all financial transactions, which record shall be available for inspection by the Unit Owners and mortgagees of the Units and to prepare periodic financial reports and accountings as may be reasonably required by the Unit Owners.

5.1.11 To purchase in its own name or the name of a nominee one or more Units in the Condominium at any public or private sale upon such terms and conditions as the Trustees may deem desirable, provided that the Trustees obtain the prior authorization of the Unit Owners for any such purchase pursuant to Section 5.24 hereof; and to sell, lease, mortgage and otherwise maintain, manage, hold, encumber and dispose of such Units, upon such terms and conditions as the Trustees shall deem appropriate.

5.1.12 To borrow or in any other manner raise such sum or sums of money or other property as it shall deem advisable in any manner and on any terms, and to evidence the same by notes, bonds, securities or other evidence of indebtedness, which may mature at a time or times, and subject to any limitations imposed by law, the Master Deed or these By-Laws, to execute and deliver any mortgage, pledge, or other instrument to secure any such borrowing; provided, however, that the Trustees shall have no authority to bind the Unit Owners personally.



5.1.13 To establish committees from among the Unit Owners, define their powers and duties and appoint and remove their members.

5.1.14 To grant permits, licenses, easements and rights in, upon, under and over the Common Areas and Facilities with respect to utilities and roads to be installed and for other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium and to enter into such agreements and undertakings as shall be necessary therefor.

5.1.15 To approve the location and relocation of easements and rights for utilities which have been installed in, upon, under or over the Common Areas and Facilities and to execute, acknowledge and record such instruments and plans identifying such easements as the Trustee deem necessary or desirable.

5.1.16 To sign, seal, acknowledge, deliver and record in any one or more public offices or places of recording all such instruments and documents as the Trustees shall deem necessary or desirable in the exercise of their powers and the discharge of their duties.

Notwithstanding any provisions of this Trust and By-Laws to the contrary, the Trustees may not delegate to any manager or managing agent for the Condominium any of the following powers and duties:

- (a) The power to appoint the officers of the Trust.
- (b) The power to establish, levy and assess the assessments or charges for common expenses.
- (c) The power to adopt, revise, modify and rescind the Condominium rules and regulations.
- (d) The powers and duties described in Sections 5.1.10, 5.1.11, 5.1.12, 5.1.13, 5.1.14, and 5.1.15 above.

## 5.2 Maintenance and Repair of Units.

5.2.1 Each Unit Owner shall be responsible for the proper maintenance, repair and replacement of his Unit and those utility fixtures and installations

serving his Unit which are not part of the Common Areas and Facilities. Each Unit Owner shall be responsible for all damage to other Units and/or the Common Areas and Facilities caused by his failure to satisfy his maintenance, repair and/or replacement obligations hereunder.

5.2.2 If the Trustees shall, at any time in their reasonable judgment, determine that a Unit is in such need of maintenance or repair that the market value of one or more other Units is being adversely affected or that the condition of a Unit or any fixtures, furnishing, facility or equipment therein is hazardous to any Unit or the occupants thereof or to the Common Areas and Facilities, 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 days (or such reasonable shorter period in case of emergency or serious inconvenience as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of such Unit Owner whose Unit is in need of work and to enter upon and have access to such Unit in a reasonable manner for such purpose; and the cost of such work shall constitute a common expense and shall be payable to the Trustees on demand.

5.3 Maintenance, Repair and Replacement of Common Areas and Facilities and Assessments of Common Expenses. The Trustees shall be responsible for the proper maintenance, repair and replacement of the Common Areas and Facilities of the Condominium subject to the provisions of Section 5.6 hereof with respect to repairs and replacement necessitated because of casualty loss. The original Trustee or any successor thereto appointed by the Sponsor, and thereafter any two Trustees or the Manager, 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; provided, however, that if the maintenance, repair or replacement of the Common Areas and Facilities is necessitated by the negligence or misuse of a Unit Owner, either directly or by virtue of his failure to properly maintain, repair or replace his Unit, the expenses of such maintenance, repair and replacement may be charged to the particular Unit Owner as a common expense by the Trustees and it shall be payable to the Trustees on demand. As used in this paragraph, "Common Areas and Facilities of the Condominium" shall also include facilities situated on adjoining parcels of land to which

Unit Owners have rights of use and obligations to maintain in common with others, as may be provided in instruments recorded with Middlesex South District Registry of Deeds.

5.3.1 The Trustees shall have the obligation and duty to treat each of the Buildings with equal consideration with respect to repairs, replacement, and maintenance of the Common Areas and Facilities of the Condominium, so that each Building shall be equally well maintained.

5.4 Common Expenses, Profits and Funds. The Unit Owners shall be liable for common expenses and entitled to common profits of the Condominium in proportion to their respective percentages of beneficial interest as set forth in Schedule A and in Section 5.26 hereto, provided, however, that each Unit Owner shall be solely responsible to the respective utility companies for the cost of utility services billed or assessed in connection with the furnishing of utilities to his Unit which are separately metered. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees shall, to such extent as they deem advisable, set aside common funds of the Condominium as reserve or contingent funds, and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or, subject to the provisions of Sections 5.6 and 5.7, 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.

5.4.1 At least thirty days prior to the commencement of each fiscal year of this Trust (and within thirty days after the recording hereof with respect to the portion of a fiscal year then remaining), the Trustees shall estimate the common expenses expected to be incurred during such fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessment, according to their respective percentages of the undivided interest in the Common Areas and Facilities (as set forth in Schedule A hereto), and such statements shall be due and payable in twelve equal monthly installments or such other installments as may be reasonably provided therein. 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, they shall make a supplemental assessment or assessments and render statements for such assessments in the same manner as is done for annual assessments. The amount of each such payment, together with interest thereon, if not paid when due, at the rate of eighteen percent (18%) per annum or such lesser rate of interest as shall then be the maximum rate permitted by law, shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to the provisions of Section 8 of Chapter 163A.

5.4.2 Each Unit Owner shall be personally liable for those common expenses assessed against his Unit which are due and payable during his period of ownership. No Unit Owner shall be liable for the payment of any part of the common expenses assessed against his Unit which become due and payable subsequent to a sale, transfer or other conveyance by him of such Unit. Any Unit Owner may, subject to the terms and conditions specified in these By-Laws, provided that his Unit is free and clear of liens and encumbrances other than the statutory lien for unpaid common expenses, convey his Unit to the Trustees and in such event be exempt from common expenses thereafter becoming due. To the extent permitted by applicable law, any lien for common expenses assessed or other charges becoming payable on or after the date of recordation of a first mortgage on any Unit shall be subordinate to said mortgage. In addition, any fees, late charges, fines, or interest that may be levied in connection with unpaid assessments shall be subordinate to said mortgage. A purchaser of a Unit shall be personally liable for the payment of common expenses assessed and due, but unpaid, on account of such Unit prior to its acquisition by him, except that (a) a purchaser of a Unit at a foreclosure sale or (b) any first mortgagee who comes into possession of a Unit pursuant to the remedies provided in the mortgage or by virtue of foreclosing the mortgage or taking a deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid common expense assessments against the Unit which accrue prior to the time such purchaser or mortgagee comes into possession or takes title to the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit). Any such sale or transfer pursuant to a foreclosure or in lieu of foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessment made thereafter.

5.4.3 In the event of default by any Unit Owner in paying to the Trustees his common expenses, such Unit Owner shall be obligated to pay all expenses, including attorneys' fees, incurred by the Trustees in any proceeding brought to collect such unpaid common expenses. The Trustees shall have the right and duty to levy and enforce the collection of general and supplemental assessments for common expenses and to provide adequate remedies, and shall attempt to recover such common expenses, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action brought against such Unit Owner, or by foreclosure of the lien on such Unit as provided in Section 6 of Chapter 183A.

5.4.4 After a successful action brought by the Trustees to foreclose a lien on a Unit because of unpaid common expenses, a Unit Owner allowed by the Trustees to remain in his Unit for a period of time may, at the option of the Trustees, be required to pay a reasonable rental for the use of his Unit. Subject to the provisions of Section 5.24 hereof, the Trustees acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the votes appurtenant thereto), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

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

5.4.6 Within ten (10) calendar days after receiving an appropriate request from a Unit Owner, a purchaser of a Unit under a written contract of sale therefor or a Unit mortgagee addressed to the Trustees and payment of a reasonable fee, not to exceed Ten Dollars (\$10.00), the Trustees shall supply a certificate in recordable form stating the amount of any unpaid assessments (including interest due thereon and costs of collection associated therewith) for common expenses against the Unit. Upon the recording at the Middlesex South District Registry of Deeds of such a certificate signed either by the Secretary of the Trust or by a majority of the Trustees who then appear to be serving according to the records of said Registry of Deeds, the Unit involved shall be discharged from any lien for unpaid common expenses which do not appear in said certificate.

5.5 Insurance.

5.5.1 Insurance Coverages to be Obtained. The Trustees shall obtain and maintain, to the extent obtainable, the following insurance:

- (a) Fire insurance with extended coverage and "all risk" coverage including vandalism and malicious mischief endorsements insuring all of the buildings and structures, in the Condominium, including without limitation all such portions of the interior of such buildings as are for insurance purposes normally deemed to constitute part of the building and are customarily covered by such insurance, such as heating, air conditioning and other service machinery, interior walls, all finished wall surfaces, bathroom and kitchen cabinets and fixtures and heating and lighting fixtures, Such insurance is to be in an amount at least equal to 100% of the replacement value of the said buildings and structures and is to be payable to the Trustees as Insurance Trustees for the Unit Owners and their mortgagees, as their respective interests may appear. An Agreed Amount and Inflation Guard Endorsement shall be a part of the policy.
  
- (b) Public liability insurance in such amounts as the Trustees may from time to time determine, but in no event shall the limits of liability under such insurance be less than One Million Dollars (\$1,000,000) for bodily injury (both on a per person and per occurrence basis) and One Million Dollars (\$1,000,000) for property damage, insuring the Trustees, the manager (if any), all persons acting or who may come to act as agents or employees of the Trustees or the manager, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Condominium, and with cross liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder. Such coverage shall include, without limitation, the legal

liability of the insureds for property, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas and Facilities and legal liability arising out of law suits relating to employment contracts of the Trust. This insurance, however, shall not insure against the individual liability of a Unit Owner for negligence occurring within his own Unit or within the limited Common Areas and Facilities of which he has exclusive use.

- (c) Workmen's compensation insurance as required by law.
- (d) A fidelity bond or bonds insuring against the dishonest acts of any Trustee, manager, or agent or employee of the Trust who may be responsible for handling the funds of the Trust. Such bond or bonds shall name the Trust as the insured and shall be in an amount at least equal to the greater of one and one-half (1 - 1/2) times the common expense budget of the Condominium, including that portion of the budget allocable to reserve accounts or three month's aggregate assessments on all Units plus reserve funds. Such bonds shall contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions.
- (e) If applicable, steam boiler coverage for loss or damage resulting from steam boiler equipment accidents in an amount not less than \$50,000 per accident per location.
- (f) If any portion of the Condominium is located within a designated flood hazard area, flood insurance in an amount not less than (1) the maximum coverage available under the National Flood Insurance Program (NFIP) for all Buildings and other insurable property within any portion of the Condominium so located; or (2) 100% of current "replacement cost" of all such Buildings and other insurable property.

- (g) If the Condominium is subject to a substantial construction code provision which would become operative and require changes to undamaged portions of the Buildings, a Construction Code Endorsement (such as, for example, a Demolition Cost Endorsement, a Contingent Liability from Operation of Building Loans Endorsement or an Increased Cost of Construction Endorsement).
- (h) Such other insurance as the Trustees may from time to time determine. The Trustees shall also secure such additional insurance, or modify existing coverage, if necessary, to comply with the requirements of Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA) so that mortgages covering Units will be eligible for sale to FHLMC and FNMA.

#### 5.5.2 General Insurance Provisions.

- (a) The Trustees shall deal with the insurer or insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under Section 5.5.1 above and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, said review to include an insurance appraisal of improvements within the Condominium, and shall make any necessary changes in the policies provided for under Section 5.5.1 above in order to meet the coverage requirements thereof.
- (b) The Trustees shall be required to make every effort to see that all policies of insurance shall (1) contain waivers of subrogation by the insurer as to claims against the Trustees, the manager (if any), all persons who act or come to act as agents or employees of the Trustees or the manager, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Condominium, except in case of arson or fraud; (2) contain a waiver of defense of invalidity



on account of the conduct of any of the Unit Owners or other persons over which the Trustees have "no control"; (3) provide that such policies may not be cancelled or substantially modified without at least thirty (30) days' written notice to all of the insureds thereunder and all mortgagees of Units in the Condominium; (4) provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by the Unit Owners of their mortgagees; and (5) exclude policies obtained by individual Unit Owners from consideration under any "no other insurance" clause; and (6) provide that any Insurance Trust Agreement (if any there be) be recognized.

- (c) Each Unit Owner may obtain additional insurance for his own benefit and at his own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Trustees, and each Unit Owner hereby assigns to the Trustees the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property owned or supplied by individual Unit Owners) shall be filed with the Trustees.
- (d) Each Unit Owner should obtain insurance for his own benefit and at his own expense insuring all personal property presently or hereafter located in his Unit or Limited Common Areas and Facilities, all floor coverings whether or not fixtures, and all improvements to his Unit which may not be covered by the insurance secured by the Trustees.

5.5.3 The Trustees, as Insurance 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 5.6 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.

5.5.4 The cost of all such insurance obtained and maintained by the Trustees pursuant to provisions of this Section 5.5 shall be a common expense.

5.5.5 Certificates of insurance with proper mortgagee endorsements, when requested, shall be issued to each Unit Owner and his mortgagee(s).

5.5.6 Notwithstanding anything in this Trust and By-Laws to the contrary, if a Unit Owner by virtue of any activities he conducts in his Unit causes an increase in the premiums for any insurance obtained by the Trustees, he shall pay the amount of all such increases to the Trustees on demand as an additional common expense attributable to his Unit.

#### 5.6 Rebuilding, Restoration and Condemnation.

5.6.1 In the event of any casualty loss to the Common Areas and Facilities, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten (10%) percent of the value of the Condominium immediately prior to the casualty, and shall notify all Unit Owners of such determination.

- (a) If such loss as so determined does not exceed ten (10%) percent of such value, the Trustees acting as Insurance Trustees shall promptly adjust and collect the loss, arrange for the prompt repair or restoration of the damaged areas, and disburse the proceeds of all insurance policies in payment of all costs and expenses incurred in connection with such repair or restoration in appropriate progress payments and with appropriate retainage.
- (b) If such loss as so determined exceeds ten percent (10%) of such value and if within one hundred twenty (120) days after the date of such loss, seventy-five percent (75%) or more of the Unit Owners do not agree to proceed with repair or

restoration, a Unit Owner's proportionate share of the insurance proceeds with respect to the Common Areas and Facilities, together with the portion of the insurance proceeds allocated to any Unit as a result of a loss to such Unit and/or its appurtenant Limited Common Areas and Facilities due to the casualty shall, to the extent permitted by law, be divided among the Unit Owners in proportion to their respective undivided ownership interests in the Common Areas and Facilities and shall be paid first to the holders of the first mortgages on their Units, if any, up to, but not in excess of, the amounts secured thereby, and thereafter to the Unit Owners, and the Condominium 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 filed. The net proceeds of a partition sale together with any common funds of the Trust (adjusted for insurance proceeds paid or payable as aforesaid) shall be divided among the Unit Owners in proportion to their undivided interests in the Common Areas and Facilities and shall be paid first to the holders of the first mortgages on their Units, if any, to the extent of the amounts secured thereby, and thereafter to the Unit Owners. If, on the other hand, seventy-five percent (75%) or more of the Unit Owners agree to proceed with the necessary repair or restoration, the Trustees shall arrange for the repair and restoration of the damaged areas, and disburse the proceeds of all insurance policies in payment of all costs and expenses incurred in connection therewith in appropriate progress payments and with appropriate retainage.

5.6.2 In the event that the total cost of repair or restoration as estimated on the basis of an independent appraisal, or as determined during the course of repair or restoration, exceeds the total sum of available insurance proceeds, then the Trustees shall assess all the Unit Owners, as a common expense the

amount in excess of available insurance proceeds necessary to cover the cost of the repair and restoration; provided, however, that the cost of repairing or restoring improvements to a Unit, which exceeded a value of \$1,000 when they were made (said value to be determined by the reasonable judgment of the Trustees) and were not reported to the Trustees as required by Section 5.5.2(e) hereof, shall be borne exclusively by the Owner of the Unit involved; and provided further that if the casualty loss exceeds ten percent (10%) of the value of the Condominium as described in Section 5.6.1(b) hereof and if such excess cost of repairs over available insurance proceeds exceeds ten percent (10%) of the value of the Condominium prior to the casualty, any Unit Owner not agreeing as provided in said Section 5.6.1(b) to proceed with the repair and restoration may apply to the Middlesex County Superior Court, on such notice to the Trustees as the Court shall direct, for an order directing the purchase of his Unit by the Trustees at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

5.6.3 The Trustees may perform emergency work essential to the preservation and safety of the Condominium or the safety of persons, or required to avoid the suspension of any essential service to the Condominium, without having first adjusted the loss or obtained proceeds of insurance.

5.6.4 If there shall have been a repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be divided into separate shares for the Trust and the Unit Owners of the damaged Units, in proportion to the respective costs of repair or restoration of the damaged portions of the Common Areas and Facilities and of each damaged Unit, and shall then be paid over to the Trustees and/or each such Unit Owner entitled to a share.

5.6.5 In the event that any of the Units of the Common Areas and Facilities of the Condominium are affected by eminent domain proceedings, the following shall apply, to the extent permitted by applicable law:

- (a) If a Unit is acquired by eminent domain, or if a part of a Unit is acquired by eminent domain leaving the Unit owner with a remnant which may not practically

or lawfully be used for any purpose permitted by the Master Deed, the award shall compensate the Unit Owner for his Unit and its undivided percentage interest in the Common Areas and Facilities whether or not any of the Common Areas and Facilities have been acquired. Upon acquisition, unless the decree otherwise provides, that Unit's entire undivided interest in the Common Areas and Facilities and the beneficial interest under the Trust shall automatically be reallocated to the remaining Units of the Condominium in proportion to the respective undivided interest of the remaining Units in the Common Areas and Facilities prior to the taking, and the Trustees shall promptly prepare, execute and record an amendment to the Master Deed and the Trust reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection shall thereafter be a part of the Common Areas and Facilities.

- (b) Except as provided in subsection (a), if part of a Unit is acquired by eminent domain, the award shall compensate the Unit Owner for the reduction in value of the Unit and its undivided percentage interest in the Common Areas and Facilities. Upon acquisition, (1) that Unit's undivided interest in the Common Areas and Facilities shall be reduced on the basis of the reduction of the fair value of the Unit as at the date of such taking bears to the fair value of the remaining Units in the Condominium as at such date, and (2) the reduction to interest in the Common Areas and Facilities of such Unit shall be divested from the Unit so acquired and shall automatically be reallocated to the remaining Units in proportion to the respective undivided interest of the remaining Units in the Common Areas and Facilities prior to the date of such taking.
- (c) If the Common Areas and Facilities or any part thereof are acquired by eminent domain, the Trustees shall be the party

in interest to receive any such award and to pursue any additional awards due to such taking. Any such award or any action taken by the Trustees pursuant hereto shall be brought or paid to the Trustees naming the "Trustees of Harvard Ridge Condominium Trust as Condemnation Trustees for the benefit of Harvard Ridge Condominium, of the several Unit Owners and their respective mortgagees." The Trustees shall divide any portion of the award not used for restoration or repair of the remaining Common Areas and Facilities among the Unit Owners in proportion to their respective undivided percentage interest before the taking but any portion of the award attributable to the acquisition of a portion of the Common Areas and Facilities which had been exclusively reserved to any Unit pursuant to the terms of the Master Deed shall be paid to the Owner of such Unit or his mortgagee. Each Unit Owner hereby appoints the Trustees of Harvard Ridge Condominium Trust as his attorney-in-fact for the foregoing purposes.

5.7 Improvements To Common Areas and Facilities.

5.7.1 If and whenever the Trustees shall propose to make any improvement to the Common Areas and Facilities of the Condominium, or shall be requested in writing by Unit Owners holding twenty-five percent or more of the beneficial interest hereunder 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. Notwithstanding the foregoing, so long as the Sponsor has any beneficial interest hereunder, the Trustees shall not be required to submit the aforementioned documents to the Unit Owners unless a request for improvements is made by Unit Owners holding at least fifty percent of the beneficial interest hereunder. Upon whichever of the following shall first occur, namely, (a) the receipt by the Trustees of such agreement signed by Unit Owners holding at least fifty-one percent of the beneficial interest hereunder, or (b) the expiration of six (6) months after such agreement

was first submitted to the Unit Owners, the Trustees shall notify all Unit Owners of the aggregate percentage of Unit Owners who have then signed such agreement. If the percentage of agreeing Unit Owners equals or exceeds seventy-five percent, then the Trustees shall proceed to make the improvement or improvements specified in such agreement and shall charge the costs thereof as a common expense, provided, however, that if such improvement costs in excess of ten percent of the then value of the Condominium, any Unit Owner not agreeing to the improvement may apply to the Middlesex County Superior Court, on such notice to the Trustees as the Court shall direct, for an order directing the purchase of his Unit by the Trustees at the fair market value thereof as approved by the court. The cost of any such purchase shall be a common expense. If the percentage of agreeing Unit Owners equals or exceeds fifty percent, but is less than seventy-five percent, the Trustees may, with the agreement of those Unit Owners who wish the improvement to be made, proceed to make the improvement and charge the cost thereof as a common expense to such agreeing Owners only.

5.7.2 If and whenever any Unit Owner shall propose to make an improvement to or affecting the Common Areas and Facilities of the Condominium at such Unit Owner's own expense, and the Trustees determine in their reasonable discretion that such improvement would be consistent and compatible with the provisions and intent of the Master Deed, the Trustees may, but shall not be obligated to, authorize such improvement to be made at the sole expense of the Unit Owner proposing the same, without the consent or approval of other Unit Owners, subject to such contractual undertakings of the Unit Owner proposing such improvement as the Trustees in their reasonable discretion deem to be necessary or desirable in the circumstances.

5.8 Determination of Trustees Subject to Arbitration.

Notwithstanding anything in Section 5.6 or Section 5.7 contained, (a) in the event that any Unit Owner or Owners shall by notice in writing to the Trustees dissent from any determination of the Trustees with respect to the value of the Condominium or of any Unit or Units or any other determination or action of the Trustees under Section 5.6 or Section 5.7, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owner or Owners may submit the matter to arbitration, and for that purpose, one arbitrator shall be designated by the Trustees, one by the dissenting Unit Owner or Owners, and a third by the two arbitrators so designated and such arbitration shall be conducted in accordance with the

rules and procedures of the American Arbitration Association; and (b) the Trustees shall not in any event be obligated to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the estimate of the Trustees of all costs thereof.

#### 5.9 Improvements to Units.

5.9.1 No Unit Owner shall make any addition, alteration or improvement in or to his Unit which could affect the structural integrity of the Buildings or cause any dislocation of or interruption to the Common Areas and Facilities, without the prior written consent of the Trustees.

5.9.2 In connection with any request for approval pursuant to this Section 5.9 the Trustees may engage, if they deem necessary, an architect and/or engineer to review the plans to attached to the Unit Owner's request, and such architect's or engineer's fees shall be paid by the requesting Unit Owner. If the Trustees determine that the plans are consistent with the structural integrity and/or design character of the Condominium, the Trustees may approve them subject to such conditions as they determine to be reasonable and appropriate.

5.10 Pets. Dogs, cats or other animals may not be kept in any Unit, without the prior written consent of the Trustees. If such consent is given, the Trustees may require such pet to be removed at any time as provided in the rules and regulations of the Condominium. Any damage or accelerated wear and tear to the Common Areas and Facilities caused by a specific pet shall be repaired at the expense of the Unit Owner owning such pet, which expense shall constitute a common expense and shall be payable to the Trustees on demand.

5.11 Rules, Regulations, Restrictions and Requirements. The Trustees shall have the right (which right shall not be delegated) at any time and from time to time to adopt, amend and rescind administrative rules and regulations governing the details of the operation and use of the Units and the Common Areas and Facilities. The restrictions on and requirements respecting the use and maintenance of the Units and the use of the Common Areas and Facilities are to be consistent with provisions of the Master Deed and this Trust and By-Laws, and are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the Common Areas and Facilities. The Trustees on behalf of the Trust and any aggrieved Unit Owner shall have an appropriate right of action against Unit Owners for failure to comply with the provisions of the Master Deed, Declaration of Trust, By-Laws and the rules and regulations adopted pursuant thereto, and



decisions of the Trustees. Unit Owners shall have similar rights of action against the Trustees. The Trustees shall have the power to levy fines against the Unit Owners for such failure to comply, not exceeding \$10 for any one violation, but each day a violation continues after notice shall be considered a separate violation. Fines may be enforced against the Unit Owner or Unit Owners involved as common expenses owed by the particular Unit Owner or Unit Owners. In the case persistent violation of the rules and regulations by a Unit Owner, the Trustees shall have the power to require such Unit Owner to post a bond to secure adherence to the rules and regulations.

5.12 Manager. The Trustees may hire or appoint a manager or managing agent to perform such duties in the administration, management and operation of the Condominium, including the incurring of expenses, the making of disbursements and keeping of accounts, as the Trustees shall from time to time determine. However, notwithstanding the appointment of such a manager, the Trustees shall retain ultimate control over the administration, management and operation of the Condominium, and they may not delegate to such manager those powers and duties specified under Section 5.1 hereof not to be delegable. Any agreement for professional management of the Condominium shall be terminable without cause and without incurring payment of a termination fee on ninety (90) days (or less) written notice. The term of such an agreement shall not exceed three (3) years.

5.13 Meetings.

5.13.1 The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting shall elect the Chairman, Treasurer and Secretary. Other meetings of the Trustees may be called by the Chairman and shall be called upon the written request of at least two (2) Trustees, provided, however, that written notice of each meeting stating the place, day and hour thereof shall be given at least three days before such meeting to each of the Trustees.

5.13.2 There shall be an annual meeting of the Unit Owners on the first Wednesday in October of each year, commencing with the year 1982, at 7:30 p.m. at the Condominium or at such other reasonable place and time as may be designated by the Trustees by written notice given to the Unit Owners at least seven days prior to the date so designated. Special meetings of the Unit Owners may be called at any time by the Trustees, and special meetings of the Unit Owners shall be called by the Trustees upon the written request of Unit Owners holding at least 33 1/3 percent of the beneficial

interest. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Trustees to the Unit Owners at least fourteen days prior to the date so designated. At the annual meeting of the Unit Owners, the Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Trustees propose to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter. The presence in person or by proxy of the holders of a majority of the beneficial interest shall be necessary to constitute a quorum at all meetings of the Unit Owners for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the Unit Owners, the Unit Owners present in person or represented by proxy shall have the power to adjourn the meeting from time to time, without notice, other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted at the meeting as originally notified.

5.14 Notices to Unit Owners. Every notice to any Unit Owner required or permitted under the provisions hereof 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, and addressed to such Unit Owner at such address as may appear upon the records of the Trustees.

5.15 Record Date. The Trustees may, for a period not in excess of thirty (30) days prior to a date of any meeting of the Unit Owners, fix in advance a time as a record date for determining the Unit Owners having a right to notice of and to vote at such meeting, and in such case only Unit Owners of record on such record date shall have such rights, notwithstanding any transfer by a Unit Owner of his interest in his Unit after the record date. If no record date is fixed, the record date for the aforementioned purposes shall be 5:00 p.m. on the day next preceding the day on which notice of a meeting of the Unit Owners is given.

5.16 Action by Consent of Trustees. The Trustees may transact without a meeting any business which they are authorized to transact at a meeting, provided that the Trustees unanimously assent in writing to the decisions of the Trustees concerning such business by signing the official record of said decisions to be filed with the records of the Trustees. Any action so taken

shall have the same force and effect as though taken at a duly called and held meeting of the Trustees.

5.17 Officers.

5.17.1 Designation. The officers of the Trust shall be a Chairman, a Treasurer, a Secretary and such other officers as the Trustees from time to time may determine.

5.17.2 Election and Qualification. The officers shall be the original Trustee or his successor selected by the Sponsor until such time as the Sponsor owns fewer than three Units or until the expiration of three years after the date of the recording of the Master Deed (whichever shall first occur), and thereafter the officers shall be selected by majority vote of the Trustees at their regular meeting, or if such regular meeting is not held or in the event of resignation, removal or decease of an officer, at any special meeting of the Trustees. All officers shall be Trustees.

5.17.3 Term of Office. All officers, other than said original Trustee or his successor as appointed by the Sponsor, shall hold office for a term of one year and until their successors are elected and qualified.

5.17.4 Chairman. The Chairman shall preside at all meetings of the Trustees and of the Unit Owners, and shall have such other powers and perform such other duties as are provided in the Master Deed or in this Trust and By-Laws or as may be designated by the Trustees or the Unit Owners from time to time or as are ordinarily exercised by the presiding officer of a corporation.

5.17.5 Secretary. The Secretary shall record the votes and keep the minutes of all meetings of the Trustees and of the Unit Owners in a book or books to be kept for the purpose. He shall keep the records and documents of the Trustees and of the Unit Owners. He shall record in a book kept for that purpose the names of all Unit Owners, together with their addresses as registered by such Unit Owners and shall have such other powers and duties as may be delegated to him by the Trustees or the Unit Owners from time to time.

5.17.6 Treasurer. The Treasurer shall be responsible for the funds of the Trust and shall be responsible for keeping or having kept full and accurate financial records and books of account showing all receipts and disbursements of the Trust and any other financial data

required by the Trustees or by the Unit Owners. He shall be responsible for the deposit of all funds in the name of the Trustees in such depositaries as may be designated by the Trustees from time to time and shall have such other powers and duties as may be delegated to him by the Trustees or the Unit Owners from time to time. The Trustees may delegate such of the Treasurer's powers and duties to the manager or managing agent as they deem to be advisable.

5.18 Inspection of Books, Report to Unit Owners. Books, accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees and the Unit Owners and first mortgage holders of the Units 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 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 certified or registered mail within a period of ninety days after the date of the receipt by him shall be deemed to have assented thereto.

5.19 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 any person or persons to whom such power may at any time or from time to time be delegated by not less than a majority of the Trustees.

5.20 Seal. The Trustees may adopt a seal circular in form bearing an inscription of the name of this Trust as set forth in ARTICLE I, but such seal may be altered by the Trustees at their pleasure, 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.

5.21 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.

5.22 Removal from Condominium Law. Until such time as the Declarant has no beneficial interest hereunder, Unit Owners holding one hundred percent of the beneficial interest shall be required to approve the removal of the Condominium described herein from the provisions of Chapter 183A, and thereafter the provisions of Section 19 of said Chapter 183A shall apply; provided, however, if the Declarant approves of such removal, the approval of Unit Owners holding at least seventy-five percent of the beneficial

interest, together with consent in writing of the holders of all liens on the Units, shall be required for such removal.

5.23 Sale or Lease of Units. A Unit Owner may assign, lease, sell or otherwise transfer all of his interest in his Unit(s), together with (a) the undivided interest in the Common Areas and Facilities appurtenant thereto; (b) 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 (c) the interest of such Unit Owner in any other assets of the Condominium (hereinafter collectively called "Appurtenant Interests"). However, no Unit Owner shall execute any deed, lease, mortgage, or other instrument conveying or mortgaging title to or an interest in his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, 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, leased, transferred or otherwise disposed of, except as part of a sale, lease, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, lease, transfer or other disposition of such part of the Appurtenant Interests of all Units.

5.24 Acquisition of Units by the Trustees. With the approval of Unit Owners holding seventy-five percent of the beneficial interest under this Trust, the Trustees may acquire a Unit using funds from the working capital and common expenses 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 percentage of beneficial interest as set forth in Schedule A to this Trust, as a common expense, or the Trustees, in their discretion, may borrow money to finance the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be acquired by the Trustees.

#### ARTICLE VI - Rights and Obligations of Third Parties Dealing with the Trustees

6.1 Dealing with Trustees. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in the Middlesex South District Registry of Deeds need inquire further as to the persons who are then Trustees hereunder.

The receipts of the Trustees or any one or more of them for monies or things paid or delivered to them or him shall be effectual discharges therefrom to the persons paying or delivering the same, and no person from whom the Trustees or any one or more of them shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustee or with any real or personal property which then is or formerly was trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees or any one or more of them purporting to be done in pursuance of any of the provisions or powers herein contained.

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

6.3 Instruments Subject to Trust Terms. 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 references shall have been made to this instrument.

6.4 Certifications by Trustees for Recording. 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 the Middlesex South District Registry of Deeds. Any certificate executed by the Secretary of this Trust setting forth the names of the Trustees hereunder, when recorded with said

Registry of Deeds, shall be conclusive evidence of the identity of those persons who are serving as Trustees in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate signed by a majority of 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 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 the Trustees or any one or more of them, 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

7.1 Amendment of Trust. The Trustees, with the consent in writing of Unit Owners holding at least 67 percent 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 if:

7.1.1 Made without the consent of the Declarant prior to the expiration of two years from the recording of the Master Deed; or

7.1.2 It would alter, or in any manner or to any extent whatsoever, modify or affect the percentage of beneficial interest of any Unit Owner hereunder so as to be different than the percentage of the individual ownership interest of such Unit Owner in the Common Areas and Facilities as set forth in the Master Deed; or

7.1.3 It would render this Trust contrary to or inconsistent with the Master Deed or any requirements or provisions of Chapter 183A; or

7.1.4 This Trust shall not be altered, amended or otherwise changed if such alteration or amendment will, in any manner, disqualify mortgages of Units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA). All provisions of this Trust shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.

7.2 Necessity for Recording Amendments, Alterations, Additions or Changes. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this ARTICLE VII shall become effective upon the recording with the Middlesex South District 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 for the acknowledgment of deeds by a majority of 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 the 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.

7.3 Termination. The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said Law, as may be modified by Section 5.22 hereof.

7.4 Disposition of Property on Termination. Upon the termination of this Trust, the Trustees may, subject to and in accordance with provisions of 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 as tenants in common, according to their respective percentages of beneficial interest hereunder. In making any sale under this provision, the Trustees shall have power to sell or vary any contract of sale and to do all things, including the execution and delivery of instruments, as may be 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 possession or ownership, even though all times herein fixed for distribution of trust property may have passed.



ARTICLE IX - Construction and Interpretation; Waiver

8.1 Terms. 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), trust and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. The cover, title, headings of different parts hereof, the table of contents and the marginal notes, if any, are inserted only for the convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the law of the Commonwealth of Massachusetts. As all provisions of the Master Deed and this Trust are to be construed so that mortgages covering Units shall qualify for sale to Federal Home Loan Mortgage Corporation (FHLMC) and to Federal National Mortgage Association (FNMA), in the event that any action to be taken requires an assent or vote of a specified percentage of Unit Owners and/or their mortgagees, and if the requirements of FHLMC and FNMA shall differ, the higher percentage shall be required.

8.2 Consents. Wherever it is provided herein that the permission, approval or consent of any party is required, such permission, approval or consent shall not be unreasonably withheld. The Trustees have the power and authority to waive any provision of this Trust affecting or limiting the rights of a Unit Owner for any cause or reason determined to be reasonable by such Trustees in their discretion.

8.3 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:

8.3.1 In the event of a conflict between the Trust and said Chapter 183A, as amended, the provisions of Chapter 183A shall control;

8.3.2 The invalidity of any provision of the Trust shall not impair or affect the validity or enforceability of the other provisions of this Trust;

8.3.3 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;

8.3.4 In the event of any conflict other than as set forth in Paragraph 8.3.3 of this Section between the provisions of the Master Deed and any other provision hereof, the provisions of the Master Deed shall control.

8.3.5 In the event of any conflict between the requirements set forth in the Master Deed or this Trust and the requirements of Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA), the more stringent of the requirements of FHLMC or FNMA shall control, to the extent that such requirements do not otherwise conflict with applicable law.

8.4 Waiver. No restriction, condition, obligation or provision contained in this Trust or By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same.

IN WITNESS WHEREOF, Charles C. Bragg has hereunto set his hand and seal the day and year first above written.

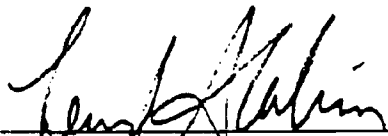
  
\_\_\_\_\_  
Charles C. Bragg

COMMONWEALTH OF MASSACHUSETTS

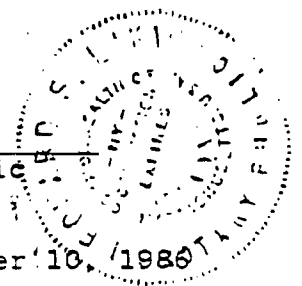
Suffolk, ss.

March 12, 1982

Then personally appeared the above-named Charles C. Bragg, and acknowledged the foregoing instrument to be his free act and deed before me,

  
\_\_\_\_\_  
Leonard S. Lakin, Notary Public

My commission expires: October 10, 1986



SCHEDULE A TO

DECLARATION OF

HARVARD RIDGE CONDOMINIUM TRUST

<u>Unit Designation</u>	<u>Percentage Interest in Common Areas and Facilities</u>
101	.62%
102	.62
103	.62
104	.62
105	.62
106	.62
107	.49
108	.49
109	.34
110	.49
111	.49
112	.49
113	.49
114	.49
115	.49
116	.49
117	.49
118	.49
119	.62
120	.62
121	.62
122	.62
123	.62
124	.62
201	.49%
202	.49
203	.49
204	.62
205	.62
206	.62
207	.62
208	.62
209	.49
210	.62
211	.62
212	.62
213	.62
214	.49
215	.49
216	.49
217	.62
218	.62
219	.62
220	.62

301	.62 <sup>3</sup>
302	.62
303	.62
304	.62
305	.62
306	.62
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311	.62
312	.62
313	.49
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328	.62
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330	.62
331	.62
332	.62
333	.62
334	.62
335	.62
336	.62
401	.62 <sup>3</sup>
402	.49
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415	.62
416	.62
417	.62
418	.26
419	.62
420	.62
421	.62
422	.62
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424	.62

501	.49 <sup>8</sup>
502	.49
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601	.62 <sup>8</sup>
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628	.62
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630	.62
631	.62
632	.62
633	.62
634	.62
635	.62
636	.62
	<hr/>
	100.00%

APR 15 2 29 PM '52

HARVARD RIDGE REALTY TRUST  
DECLARATION OF NOMINEE TRUST

The undersigned, Charles C. Bragg, of Stow, Middlesex County, Massachusetts, hereby declares that any and all property and interest in property that may be transferred to him as Trustee hereunder ("the Trust Estate"), shall be held in trust, for the sole benefit of the beneficiaries for the time being hereunder, upon the terms herein set forth. The term "Trustee" wherever used herein shall mean the Trustee or Trustees named herein and such person or persons who hereafter are serving as Trustee or Trustees hereunder, and the rights, powers, authority and privileges granted hereunder to the Trustee shall be exercised by such person or persons subject to the provisions hereof.

1. NAME OF TRUST: This trust shall be known as the "HARVARD RIDGE REALTY TRUST".

2. BENEFICIARIES: The term "beneficiaries" wherever used herein shall mean the beneficiary or beneficiaries listed in the Schedule of Beneficial Interests this day executed and filed with the Trustee, or in the revised Schedule of Beneficial Interests, if any, from time to time executed and filed with the Trustee. The Trustee shall not be affected by any assignment or transfer of any beneficial interest until receipt by the Trustee of notice that such assignment or transfer has in fact been made and a revised Schedule of Beneficial Interests shall have been duly executed and filed with the Trustee. Any Trustee may without impropriety become a beneficiary hereunder and exercise all rights of a beneficiary with the same effect as though he were not a Trustee.

3. DUTIES OF TRUSTEE: The Trustee shall hold the principal of this Trust for the benefit of the beneficiaries, and shall immediately pay over any income received to the beneficiaries in proportion to their respective interests.

4. POWERS OF THE TRUSTEE: The Trustee shall have no power to deal in or with the Trust Estate except as directed by the beneficiaries. When, as, if and to the extent specifically directed by the beneficiaries, the Trustee shall have the power:

- a. To buy or otherwise acquire, to hold, to build and develop, to exchange or partition, to sell at public or private sale, to lease or rent and to mortgage, pledge or otherwise encumber or dispose of all or any part of the Trust Estate; and to execute any and all deeds, contracts, promissory notes, mortgages, discharges, partial releases and other instruments necessary or appropriate therefor; and to execute any and all deeds, master deeds and other documents required to establish condominiums.
- b. To adjust boundaries of the Trust Estate; to grant, acquire, make or release easements, restrictions, licenses, conditions, stipulations and covenants affecting the Trust Estate; and to lease and sublease all or any part of the Trust Estate for such term(s) and on such terms as the Trustee deems advisable;
- c. To submit and prosecute applications for abatements of real estate taxes and assessments; and
- d. To contest or compromise any claims in favor of or against or in any way relating to the Trust Estate.
- e. To employ such persons and to take any other action which may be necessary or desirable in the administration of the Trust Estate.

Any and all instruments executed pursuant to such directions may create obligations extending over any periods of time including periods beyond any possible termination date of the Trust. Notwithstanding any provisions contained herein, no Trustee shall be required to take any action which will, in the opinion of such Trustee, involve him in any personal liability unless first indemnified to his satisfaction. Any person dealing with the



Trustee shall be fully protected in accordance with the provisions of Paragraph 7 hereof.

5. TERMINATION: The Trust may be terminated at any time by any one or more of the beneficiaries by notice in writing to the Trustee, but such termination shall only be effective when a certificate thereof signed and acknowledged by a Trustee hereunder shall be recorded with Middlesex South District Registry of Deeds (hereinafter "Registry of Deeds" - see also Paragraph 10 hereof); and the Trust shall terminate in any event twenty (20) years from the date hereof. In case of any such termination, the Trustee shall transfer and convey the specific assets constituting the Trust Estate, subject to any leases, mortgages, contracts or other encumbrances on the Trust Estate, to the then beneficiaries as tenants in common in proportion to their respective interests hereunder.

6. RESIGNATION AND APPOINTMENT OF SUCCESSOR TRUSTEES: Any Trustee hereunder may resign by written instrument signed and acknowledged by such Trustee and recorded with the Registry of Deeds. Succeeding or additional Trustees may be appointed or any Trustee may be removed by an instrument or instruments in writing signed by all the beneficiaries, provided in each case that such instrument or instruments, or a certificate signed by any Trustee naming the Trustee or Trustees appointed or removed, and in the case of any appointment, the acceptance in writing by the Trustee or Trustees appointed, shall be recorded with the Registry of Deeds. Upon the appointment of any succeeding or additional Trustee, the title to the Trust Estate shall thereupon and without the necessity of any conveyance be vested in said succeeding or additional Trustee jointly with the remaining Trustee or Trustees, if any. Each succeeding and additional Trustee shall have all the rights, powers, authority and privileges as if named

as an original Trustee hereunder. No Trustee shall be required to furnish bond.

7. AMENDMENT: This Declaration of Trust may be amended from time to time by an instrument in writing signed by all the beneficiaries and acknowledged by one or more of the beneficiaries, provided in each case that the instrument of amendment, or a certificate by any Trustee setting forth the terms of such amendment, shall be recorded with the Registry of Deeds prior to the amendment being effective as to any party who does not have actual notice thereof.

8. TRUSTEE LIABILITY; RELIANCE OF PURCHASERS AND OTHERS: No Trustee hereunder shall be liable for any error of judgment or for any loss arising out of any act or omission in good faith, but shall be responsible only for his own willful breach of trust. No license of court shall be requisite to the validity of any transaction entered into by the Trustee. No purchaser, transferee, pledgee, mortgagee or other lender shall be under any obligation to see to the application of the purchase money or of any money or property loaned or delivered to any Trustee or to see that the terms and conditions of this Trust have been complied with. Every agreement, lease, deed, mortgage, note, or other instrument or document executed or action taken by any one Trustee appearing as a Trustee hereunder from the records of Registry, shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of the delivery thereof or of the taking of such action this Trust was in full force and effect, that the execution and delivery thereof or taking of such action was duly authorized, empowered and directed by the beneficiaries, and that such instrument or document or action is valid, binding and legally enforceable. Any person dealing with the Trust Estate or the Trustee may always rely without

inquiry on a certificate signed by any Trustee appearing as a Trustee hereunder from the records of the Registry of Deeds, as to who is the Trustee or Trustees or the beneficiaries hereunder, or as to the authority of the Trustee to act, or as to the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the Trustee or which are in any other manner germane to the affairs of the Trust.

8. NO PERSONAL LIABILITY: No Trustee or beneficiary of this Trust shall be held personally or individually liable for any of the obligations incurred or entered into on behalf of the Trust and each person who deals with the Trustee shall look solely to the Trust Estate for satisfaction of any claims which such person may have against the Trust.

10. RECORDATION: The term "Registry of Deeds" as used herein shall mean the Middlesex South District Registry of Deeds; provided that if this Declaration of Trust is recorded or filed for registration in any other public office within or without the Commonwealth of Massachusetts, any person dealing with portions or all of the Trust Estate as to which documents or instruments are recorded or filed for registration in such other public office in order to constitute notice to persons not parties thereto may rely on the state of the record with respect to this Trust in such other public office, and with respect to such portions or all of the Trust Estate the term "Registry of Deeds" as used herein shall mean such other public office.

11. MISCELLANEOUS: Whenever applicable, the use of the singular number herein shall include the plural and the use of the plural shall include the singular number. The use of the masculine gender shall also include the feminine, whenever applicable. All paragraph titles are supplied for convenience of

reference only and shall not govern the remaining articles or general interpretation of this Declaration of Nominee Trust.

WITNESS the execution hereof under seal at Boston, MA. by the undersigned this 12th day of March, 1982.

  
Charles C. Bragg

COMMONWEALTH OF MASSACHUSETTS

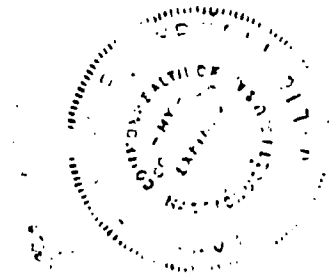
Suffolk, ss.

March 12, 1982

Then personally appeared the above-named Charles C. Bragg and acknowledged the foregoing instrument to be his free act and deed, before me.

  
Notary Public

My commission expires: 9/19/86



Charles C. Bragg, as he is Trustee of Boxboro Apartments Realty Trust, under Declaration of Trust dated November 19, 1969, recorded with Middlesex South District Registry of Deeds at Book 11773, Page 226, as amended

of Boxborough, Middlesex County, Massachusetts

~~being married~~, for consideration paid, and in full consideration of One and 00/100 (1.00) Dollar

grants to Charles C. Bragg, as he is Trustee of Harvard Ridge Realty Trust under Declaration of Trust dated March 2, 1982, to be recorded herewith

of 338 Boxboro Road, P.O. Box 337, Stow, MA 01775 with quitclaim covenants

the land in

~~Particular description of land~~

A certain parcel of land together with all buildings or structures thereon, situated on Swanson Road in Boxborough, Middlesex County, Massachusetts, being shown as Lot 10A on a plan entitled "As-Built Plan of Land in Boxborough, Mass.", (sheet 1 of 5) dated January 13, 1982, prepared by Highland Land Surveyors, Inc., to be recorded herewith together with the Master Deed of the Harvard Ridge Condominium, and being bounded and described according to said plan as follows:

- Northwesterly by said Swanson Road, by two lines measuring 79.57 feet and 480.42 feet, respectively;
- Northeasterly by land marked "Tonda Properties, Inc.," on said plan, 116.06 feet;
- Southeasterly by land marked "Lot #13" on said plan, 260.00 feet;
- Northeasterly by said Lot #13, 169.32 feet;
- Southeasterly by land marked "Tonda Properties, Inc." on said plan, 230.00 feet; and
- Southwesterly by land marked "Sven E. & Cecilia M. Siemen" on said plan, by two lines measuring 115.00 and 157.97 feet, respectively.

Containing 2.41 acres, according to said plan.

Said parcel is also shown as Lots 10 and 15 on plans recorded with said Deeds at Book 11954, Page 115 and at Book 13666, Page 649, respectively.

Said premises are conveyed subject to and with the benefit of all rights, easements, and restrictions of record insofar as the same may now be in force and effect.

Hereby conveying the same premises described in deeds dated July 28, 1971, recorded with said Deeds at Book 12045, Page 38 and dated January 17, 1978, recorded with said Deeds at Book 13386, Page 79.

14561  
175M  
250

Witness my hand and seal this 12<sup>th</sup> day of March, 19 82

.....  
.....  
.....

*Charles C. Bragg*  
Charles C. Bragg, Trustee and  
not Individually

The Commonwealth of Massachusetts

Suffolk, ss. March 12, 1982  
Then personally appeared the above named Charles C. Bragg, Trustee as aforesaid

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

*Kathleen E. Lynch*  
Notary Public - ~~State of the State~~  
My Commission Expires 9/19, 1986



CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1969

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration therefor in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

Charles C. Bragg, as he is Trustee of Bass Rocks Realty Company, under Declaration of Trust dated July 1, 1976, recorded with Middlesex South District Registry of Deeds at Book 13365, Page 351, as amended

of Boxborough, Middlesex

County, Massachusetts

being ~~un~~married, for consideration paid, and in full consideration of One and 00/100 (1.00) Dollar

grants to Charles C. Bragg, as he is Trustee of Harvard Ridge Realty Trust, under Declaration of Trust dated March 2, 1982 to be recorded herewith,

of 338 Boxboro Road, P.O. Box 337, Stow, MA 01775 with quitclaim covenants

~~the land in~~

~~(Description of premises)~~

A certain parcel of land together with all buildings and structures thereon situated on Swanson Road in Boxborough, Middlesex County, Massachusetts, being shown as Lot 5, on a plan entitled "As-Built Plan of Land in Boxborough, Mass.", (sheet 2 of 5) dated January 13, 1982, prepared by Highland Land Surveyors, Inc., to be recorded herewith together with the Master Deed of Harvard Ridge Condominium, and being bounded and described according to said plan as follows:

Northwesterly by said Swanson Road, by three lines, totalling 759.534 feet;

Southwesterly by land marked "Lot #4 S.H. Realty Company", on said plan, 18.17 feet;

Westerly by land marked "Edward H. & Barbara A. Bentsen" on said plan, 130.89 feet; and

Northerly,  
Northwesterly,  
Northerly and  
Northeasterly by Whitcomb Road as shown on said plan, by several lines, totalling 780.57 feet.

Containing 1.662 acres, according to said plan.

Said parcel is also shown on plan recorded with said Deeds at Book 11797, Page 204.

Said land is subject to and with the benefit of all rights, easements, and restrictions of record insofar as the same may now be in force and effect.

Hereby conveying the same premises described in deed dated February 21, 1977, recorded with said Deeds at Book 13365, Page 357.

Said land is subject to a 30 foot easement as shown on said plan to be recorded with said Master Deed.

14501  
11159271 328 29633

Witness my hand and seal this 12<sup>th</sup> day of March, 1982

*Charles C. Bragg*  
Charles C. Bragg, Trustee and  
not Individually

The Commonwealth of Massachusetts

Suffolk, ss. March 12, 1982

Then personally appeared the above named Charles C. Bragg, Trustee as aforesaid

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

*Kathleen E. Synell*  
Notary Public - ~~JAN 26 1982~~

My Commission Expires 9/19 1986



CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1969

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.





Southeasterly by said S.H. Realty land last mentioned,  
316.47 feet;

Southwesterly by land marked "Boylston Realty Company Lot  
#2" on said plan, 15.00 feet;

Northwesterly by the Harvard/Boxborough Town line and land marked  
"Standish & Gatchell G. Jr. Rowe" on said plan, 350.00  
feet;

Northerly by Whitcomb Road as shown on said plan, by  
several lines, measuring 101.53 feet, 246.39 feet,  
62.12 feet, 71.55 feet, and 67.83 feet, respectively;

Easterly by land marked "Edward H. & Barbara F. Bentsen"  
on said plan, 130.00 feet;

Northerly by said Bentsen land last mentioned, 154.40  
feet; and

Northeasterly by land marked "Lot #5 B.R. Realty Company" on said  
plan, 18.17 feet.

Containing 4.456 acres, according to said plan.

Said Lots are also shown as Lots 1, 3 and 4, respectively, on plan recorded  
with said Deeds at Book 11954, Page 115.

Said premises are conveyed subject to and with the benefit of all rights,  
easements, and restrictions of record insofar as the same may now be in  
force and effect.

Hereby conveying the same premises described in deed dated January 14,  
1972, recorded with said Deeds at Book 12145, Page 418.

Witness my hand and seal this 12<sup>th</sup> day of March, 1982

Charles C. Bragg  
Charles C. Bragg, Trustee and  
not Individually

The Commonwealth of Massachusetts

Suffolk, ss. March 12, 1982

Then personally appeared the above named Charles C. Bragg, Trustee as aforesaid

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

Kathleen E. Lyrell  
Notary Public - ~~XXXXXX XXXXXX~~

My Commission Expires 9/19, 1986



CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1969

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

16 17

FIRST AMENDMENT  
TO  
HARVARD RIDGE CONDOMINIUM TRUST

Reference is hereby made to the Declaration of Trust of Harvard Ridge Condominium Trust, dated March 12, 1982, recorded with Middlesex South District Registry of Deeds at Book 14561, Page 457, establishing the Unit Owner's Organization for the Harvard Ridge Condominium, which Condominium has been established by Master Deed recorded with said Deeds at Book 14561, Page 426.

The undersigned Charles C. Bragg, Trustee of said Harvard Ridge Condominium Trust, pursuant to the provisions set forth in Article VII therein, hereby amends said Trust as follows:

1. The Trust and Its Purposes.

Article II, paragraph 2.4 is hereby amended by adding the following sentence:

"Nothing contained herein shall be deemed to limit the power of the Trustees to enter into leases, easements or other agreements, or to grant licenses, respecting the use and operation of portions of such property, as may be authorized and permitted by provisions of the Master Deed and this Trust."

2. The Trustees.

Article III, paragraph 3.1(a) is hereby amended by deleting the word "three" appearing in the second and fourth sentences of said paragraph and replacing it in each instance with the word "five".

Article III, paragraph 3.1(b) is hereby amended by adding the following:

"(ii) for purposes of subparagraph (i), directly above, 'conveyance of the first Unit' shall mean the conveyance of the first Unit to a purchaser who has purchased such Unit for his or her own personal residence."

Article III, paragraph 3.5 is hereby amended by deleting the word "three" appearing in the third sentence (appearing near the top of page 5) and replacing it with the word "five".

3. By-Laws.

Article V, paragraph 5.1.3 is hereby amended by adding the following language:

"Such services referred to above, shall be performed by lessees and licensees as may be provided for by leases, licenses or other such agreements entered into by the Trustees."

Article V, paragraph 5.1.5 is hereby amended by deleting it in its entirety, and replacing it with the following language:

"To obtain all policies of insurance required by these By-Laws and such other insurance as may be required by law or as the Trustees may from time to time determine, including any insurance which may be required in connection with any lease, license or agreement entered into by the Trustees."

Article V, paragraph 5.1.9 is hereby amended by adding the following language:

"Nothing contained in this subparagraph shall be applicable to any lease, easement or other agreement respecting the operation of the swimming pool, tennis courts and clubhouse and satellite master community antenna system, as referred to in paragraph 9(d) of the Master Deed as amended, or to granting a license for the operation of the coin-operated washers and dryers in the Condominium."

Article V is hereby amended by adding the following subparagraph immediately after the existing subparagraph 5.1.16:

"5.1.17 To enter into any lease, easement or other arrangement whereby the swimming pool, clubhouse and tennis courts, together with parking facilities, rights and appurtenances thereto, and a satellite master community antenna system shall be leased to an operating entity, which entity shall operate such facilities for its own profit, with memberships for sale to Unit Owners as well as to outsiders, and to grant licenses to an operating entity, for its own profit, to operate and manage coin-operated washers and dryers in the Condominium.

Article V, paragraph 5.4 is hereby amended by adding the following language to the end of the first full paragraph:

"To the extent that the Trustees have entered into any lease or other agreement respecting the operation of the swimming pool, tennis courts and clubhouse and satellite master community antenna system, as referred to in paragraph 9(d) of the Master Deed as amended, or have granted a license for the operation of the coin-operated washer and dryers in the Condominium, the Unit Owners shall not be liable for the expenses assumed by such lessee or licensee, and shall not be entitled to any profits or bear any losses incurred by such lessee or licensee in connection with the operation thereof. Any rent or other payments which may be received by the Trustees as lessee or lender or under any such other agreement shall be common funds."

Article V, paragraph 5.5.1(h) is hereby amended by deleting the first sentence in its entirety and substituting the following language in place thereof:

"Such other insurance as the Trustees may from time to time determine, including, but not limited to any insurance which may be required to be provided by said Trustees under any lease, license or other agreement entered into pursuant to the provisions of the Master Deed."

Article V, paragraph 5.5.3 is hereby amended by deleting the first sentence in its entirety and substituting the following language in place thereof:

"The Trustees, as Insurance 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 5.6 hereof and in accordance with any lease, license or other agreement entered into by the Trustees in accordance with the provisions of the Master Deed."

Article V, paragraph 5.6.5(c) is hereby amended by deleting the third sentence in its entirety and substituting the following language in place thereof:

"The Trustees shall divide any portion of the award not used for restoration or repair of the remaining Common Areas and Facilities, after

making any payments to a lessee as may be required under any lease, license or other agreement entered into by the Trustees in accordance with the provisions of the Master Deed and this Trust, among the Unit Owners in proportion to their respective undivided percentage interest before the taking but any portion of the award attributable to the acquisition of a portion of the Common Areas and Facilities which had been exclusively reserved to any Unit pursuant to the terms of the Master Deed shall be paid to the Owner of such Unit or his mortgagee."

Article V, paragraph 5.7 is hereby amended by adding the following language:

"5.7.3 All of the provisions contained in this paragraph 5.7 shall be subject to the provisions of any lease, easement, license or agreement entered into by the Trustees pursuant to the provisions of the Master Deed and this Trust."

Article V, paragraph 5.11 is hereby amended by deleting the last two sentences in their entirety and replacing them with the following language:

"Fines may be enforced against the Unit Owner or Unit Owners involved as common expenses owed by the particular Unit Owner or Unit Owners or by any other legal proceeding, and the Unit Owner or Unit Owners shall also be liable for all costs and expenses so incurred in connection therewith, including but not limited to reasonable attorney's fees." In the case of persistent violations of the rules and regulations by a Unit Owner, the Trustees shall also have the power to require such Unit Owner or Unit Owners to post a bond to secure adherence to the rules and regulations and may take whatever other reasonable action they may choose to enforce compliance with said rules and regulations."

4. Rights and Obligations of Third Parties  
Dealing With The Trustees.

Article V, paragraph 6.3 is hereby amended by adding the following language:

"Notwithstanding anything to the contrary contained herein, any lease or other agreement entered into by the Trustees pursuant to paragraph

9(d) of the Master Deed as amended and Article V, paragraph 5.1.17 of this Trust, as amended, shall be binding in accordance with the provisions contained therein."

5. Amendments and Termination.

Article VII, paragraph 7.1.1 is hereby amended by deleting in its entirety and substituting the following language in place thereof:

"7.1.1 Made without the consent of the Declarant prior to the expiration of four years from the recording of the Master Deed; or"

Article VII, paragraph 7.1.4 is hereby amended by deleting it in its entirety and substituting the following language in place thereof:

"7.1.4 This Trust shall not be altered, amended or otherwise changed if such alteration or amendment will absolutely and without possibility of waiver, disqualify mortgages of Units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA). All provisions of this Master Deed shall be construed, to the extent possible, so as to qualify any such mortgages for sale to FHLMC and FNMA."

Article VII, is hereby amended by adding the following language:

"7.1.5 Notwithstanding anything to the contrary contained herein, Declarant alone without the consent of any other Unit Owner or mortgagee, prior to the expiration of four years from the recording of the Master Deed, may at any time and from time to time in his sole discretion, amend, alter, add to or change this Declaration of Trust only if such required action may be required to qualify mortgages of Units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA) provided, however, that such amendment, alteration, addition or change does not alter the percentage of beneficial interest of any Unit Owner hereunder so as to be different than the percentage of the individual ownership interest of such Unit Owners in the Common Areas and Facilities as set forth in the Master Deed or



render this Trust contrary to or inconsistent with the Master Deed or any requirements or provisions of Chapter 183A."

Witness my hand and seal this 23<sup>rd</sup> day of JULY, 1984.

*Charles C. Bragg, Trustee*  
Trustee of Harvard Ridge  
Condominium Trust

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX

SS.

July 23, 1984

Then personally appeared the above-named Charles C. Bragg, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me,

*Leonard S. Lakin*  
Notary Public LEONARD S. LAKIN  
My Commission Expires: 10/10/86

Charles C. Bragg, Trustee of Harvard Ridge Realty Trust under Declaration of Trust dated March 12, 1892, recorded with said Deeds at Book 14561, Page 411, being the owner of Units in the Harvard Ridge Condominium having a total of 95.95% interest in the Common Areas and Facilities hereby assents to and joins in to the extent which may be required, in the foregoing amendment of the Harvard Ridge Condominium Trust, and agrees to be bound by the provisions thereof.

Witness my hand and seal this 23<sup>rd</sup> day of JULY, 1984.

*Charles C. Bragg, Trustee*  
Trustee of Harvard Ridge  
Realty Trust

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX

SS.

July 23, 1984

Then personally appeared the above-named Charles C. Bragg, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, before me,

*Leonard S. Lakin*  
Notary Public LEONARD S. LAKIN  
My Commission Expires: 10/10/86

**CERTIFICATE OF VOTE AND RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE HARVARD RIDGE CONDOMINIUM ASSOCIATION**

52

This Certificate of Vote and Resolution is made this 19th day of February, 1997 by the Board of Trustees of the Harvard Ridge Condominium Association.

WHEREAS, Article V, §5.1.7 and Article V, §5.11 of the Declaration of Trust authorizes the Board of Trustees to adopt Rules and Regulations regarding the use of the condominium and each Unit Owner's unit and the establishment of fines; and

WHEREAS, Chapter 400 of the Acts of 1992 has authorized the Board of Trustees to assess the costs of collection to Unit Owners as well as authorizing fines and collection of attorney's fees from Unit Owners, tenants, etc., who violate the Condominium Documents and Rules and Regulations, as they may be amended; and

WHEREAS, the Board of Trustees of the Harvard Ridge Condominium Association desire to amend the Rules and Regulations regarding the installation and use of satellite dishes/antennas.

NOW THEREFORE, the Board of Trustees of the Harvard Ridge Condominium Association, acting pursuant to the authority contained in Articles III and V of the Declaration of Trust, and pursuant to a duly authorized meeting and quorum as set forth therein, do hereby amend the Administrative Rules and Regulations of the Harvard Ridge Condominium Association as follows:

I. The following Administrative Rule is hereby adopted by the Board of Trustees:

**RULE - ANTENNA RESTRICTIONS**

Notwithstanding any provision of the Master Deed, Declaration of Trust, and/or Rules and Regulations of the Association, the following Rules and Regulation regarding antenna restrictions shall take precedent over the same:

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

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- 2. Transmission antennas mean any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than reception antennas. Transmission antennas are prohibited.
- 3. The Master Deed and Declaration of Trust do not provide for an area that is an exclusive use area as contemplated by the Telecommunications Act of 1996 which would allow the installation of a Reception and/or Transmission Antenna. Therefore, no resident shall install a Reception Antenna and/or Transmission Antenna, and the same shall be prohibited.

In all other respects, the Rules and Regulations of the Harvard Ridge Condominium Association are hereby ratified and affirmed.

IN WITNESS WHEREOF, the Board of Trustees have set their respective hands and seals this 19th day of February, 1997.

BOARD OF TRUSTEES  
HARVARD RIDGE CONDOMINIUM ASSOCIATION,

Eleanor Kubinciak  
Eleanor Kubinciak, Trustee and not individually

Eunice Hinckley  
Eunice Hinckley, Trustee and not individually

James Syiek  
James Syiek, Trustee and not individually

Peter Armstrong  
Peter Armstrong, Trustee and not individually

James D'Agostine  
James D'Agostine, Trustee and not individually

Christopher Atkins  
Christopher Atkins, Trustee and not individually

Erich Poch  
Erich Poch, Trustee and not individually

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

February 19, 1997

Then personally appeared the above named Eleanor Kubinciak, Eunice Hinckley, James Syiek, Peter Armstrong, James D'Agostine, Christopher Atkins, and Erich Poch, as they are the duly authorized Board of Trustees of the Harvard Ridge Condominium Association, and acknowledged the foregoing instrument to be their free act and deed, before me,

Lucille I. Richards  
Notary Public  
My Commission Expires:

LUCILLE I. RICHARDS  
Notary Public  
My Commission Expires January 20, 2000

**CERTIFICATE OF VOTE AND RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE HARVARD RIDGE CONDOMINIUM TRUST**

This Certificate of Vote and Resolution is entered into this 18 day of May, 2000 by the duly authorized Board of Trustees of the Harvard Ridge Condominium Trust.

WHEREAS, the Harvard Ridge Condominium Trust was created pursuant to a Master Deed and Declaration of Trust recorded with the Middlesex South Registry of Deeds at Book 14561, Page 426 and Book 14561, Page 457, as amended; and

WHEREAS, Article V, §5.1.7 and Article V, §5.11 of the Declaration of Trust authorizes the Board of Trustees to adopt Rules and Regulations regarding the use of the condominium and each Unit Owner's unit and the establishment of fines; and

WHEREAS, pursuant to Article III, §N(4)(b) and Article III, §N(4)(c) of the Administrative Consent Order and Notice of Non-Compliance entered into between the Harvard Ridge Condominium Trust and the Department of Environmental Protection, File Number ACO-CE-00-1003 ("Consent Order"), the Board of Trustees of the Harvard Ridge Condominium Trust are required to prepare a proposed Rule, Regulation or By-Law requiring that all unit owners install low water use fixtures, faucets, and shower heads; and

WHEREAS, pursuant to Article III, §N(4)(b) and Article III, §N(4)(c) of the said Consent Order, the Board of Trustees of the Harvard Ridge Condominium Trust are required to prepare a proposed Rule, Regulation or By-Law requiring that all unit owners install water saving devices and toilets, with low flush tanks; and

WHEREAS, the Board of Trustees intends to comply with the Consent Order by adopting the Rule and Regulation hereunder as well as complying with M.G.L. c. 183A, §6(a)(ii) and §10(b)(vi); and

NOW THEREFORE, the Board of Trustees of the Harvard Ridge Condominium Trust, acting pursuant to the authority contained in Articles III and V of the Declaration of Trust, and pursuant to a duly authorized meeting and quorum as set forth therein, do hereby amend the Administrative Rules and Regulations of the Harvard Ridge Condominium Trust as follows:

- I. The following Administrative Rule and Regulation is hereby adopted by the Board of Trustees:

Notwithstanding any provision of the Master Deed, Declaration of Trust, and/or Rules and Regulations of the Harvard Ridge Condominium Trust, the Board of Trustees hereby adopts the following Rule and Regulation which shall be binding upon all unit owners and/or tenants at the Harvard Ridge Condominium Trust:

- A. All unit owners shall install low water use fixtures, faucets, and shower heads as determined and required by the Board of Trustees, all in conformity with the Rules and Regulations adopted hereunder.

- B. All unit owners shall install water saving devices and toilets, with low flush tanks, as determined and required by the Board of Trustees, all in conformity with the Rules and Regulations adopted hereunder.
- C. Notwithstanding any of the above, the Board of Trustees reserves the right to assess unit owners in conformity with the law, all costs associated with this Rule, and specifically reserves the right to perform all work associated with the same.
- D. All unit owners shall provide and secure reasonable access to the unit to accomplish the above, on such notice as determined by the Board of Trustees and shall require the cooperation of tenants and occupants thereto.
- E. This Rule and Regulation is conditioned upon compliance with the cited provisions of M.G.L. c. 183A. Notwithstanding the same, the Board, if required, will use its independent authority for the adoption of this Rule pursuant to the Administrative Consent Order and Notice of Non-Compliance entered into between the Harvard Ridge Condominium Trust and the Department of Environmental Protection, File Number ACO-CE-00-1003.

In all other respects, the Rules and Regulations of the Harvard Ridge Condominium Trust are hereby ratified and affirmed.

IN WITNESS WHEREOF, the Board of Trustees have set their respective hands and seals on the date and year first above written.

BOARD OF TRUSTEES  
HARVARD RIDGE CONDOMINIUM TRUST,

Eleanor Kubinciak - Trustee  
Eleanor Kubinciak, Trustee and not individually

Eunice Hinckley  
Eunice Hinckley, Trustee and not individually

James Syiek - Trustee  
James Syiek, Trustee and not individually

Randall Deary  
Randall Deary, Trustee and not individually

James D'Agostine  
James D'Agostine, Trustee and not individually

Clifford Perry as trustee  
Clifford Perry, Trustee and not individually


Frank Natale, Trustee  
Frank Natale, Trustee and not individually

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

5-18, 2000

Then personally appeared the above named Eleanor Kubinciak, Eunice Hinckley, James Syiek, Randall Deary, James D'Agostine, Clifford Perry, and Frank Natale, as they are the duly authorized Board of Trustees of the Harvard Ridge Condominium Trust, and acknowledged the foregoing instrument to be their free act and deed, before me,

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

12-10-04

HL

BK35764PG227

**CERTIFICATE OF VOTE AND RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE HARVARD RIDGE CONDOMINIUM TRUST**

This Certificate of Vote and Resolution is entered into this 20<sup>th</sup> day of June, 2002, by the duly authorized Board of Trustees of the Harvard Ridge Condominium Trust.

WHEREAS, the Harvard Ridge Condominium Trust was created pursuant to a Master Deed and Declaration of Trust recorded with the Middlesex South Registry of Deeds at Book 14561, Page 426 and Book 14561, Page 457, as amended; and

WHEREAS, Article V, §5.1.7 and Article V, §5.11 of the Declaration of Trust authorizes the Board of Trustees to adopt Rules and Regulations regarding the use of the Condominium and each Unit Owner's Unit and the establishment of lines.

NOW THEREFORE, the Board of Trustees of the Harvard Ridge Condominium Trust, acting pursuant to the authority contained in Articles III and V of the Declaration of Trust, and pursuant to a duly authorized meeting and quorum as set forth therein, do hereby amend the Administrative Rules and Regulations of the Harvard Ridge Condominium Trust as follows:

1. The Board of Trustees hereby amend the Rules and Regulations by adopting the Policy attached hereto and incorporated herewith and identified respectfully as Exhibit "A".

In all other respects, the Rules and Regulations of the Harvard Ridge Condominium Trust are hereby ratified and affirmed.

IN WITNESS WHEREOF, the Board of Trustees have set their respective hands and seals on the date and year first above written.

BOARD OF TRUSTEES,  
HARVARD RIDGE CONDOMINIUM TRUST,

James D'Agostine  
Trustee

Clifford Perry

Frank Natale

James Syiek as Trustee  
James Syiek

Eleanor Kubinciak

Michael Tully

Eunice Hinckley  
Eunice Hinckley

MSD 06/26/02 12:47:43 869 33.00

Return to:

PERKINS & ASSOCIATES, P.C.  
73 PRINCETON STREET, SUITE 306  
N. CHELMSFORD, MA 01863-1558

COMMONWEALTH OF MASSACHUSETTS

Middlesex, s.s.

June 20, 2002

Then personally appeared before me the above named James D'Agostine, Frank Natale, Eleanor Kubinciak, Eunice W. Hinckley and James Syiek, as a majority of the duly authorized Board of Trustees of the Harvard Ridge Condominium Trust and acknowledged the foregoing instrument to be their free act and deed, before me.

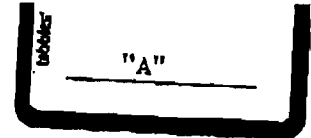


Notary Public

My Commission Expires:

OLIVIA R. OWEN  
NOTARY PUBLIC  
MY COMMISSION EXPIRES NOVEMBER 17, 2006





**HARVARD RIDGE CONDOMINIUM ASSOCIATION  
BOARD OF TRUSTEES  
POLICIES AND PROCEDURES**

BK 35764 PG 229

1. No Board Member shall have more than 3 unexcused absences from Board meetings within a twelve-month period. The Board does recognize, however, that it may be necessary, from time to time, for a Board Member to be absent from meetings. An "unexcused" absence is defined simply as an absence where the absent Board Member did not notify either the Management Company or the President or Vice President by phone, fax or email that the absent Board Member would not be able to attend the meeting.
2. If a Board Member becomes delinquent in monthly condo fees for two (2) payments or one (1) Title V payment, the delinquent Board Member may be required, by a vote of the other, compliant Board Members, to abstain from any discussion/vote regarding the status of other delinquent unit owners until such time as either a payment plan has been submitted and approved by a majority of board Members or payment has been made in full.
3. Any board Member who directly violates any provisions of the Rules and Regulations may be required, by a vote of the other compliant Board Members, to refrain from reporting, discussing or voting in regard to any other unit owner until such time as the Board Member who is in violation is in compliance to such violations themselves and all fines that may have been incurred according to the Harvard Ridge Rules and Regulations are paid in full. In the event that a Board Member is in violation of the rules and regulations because of a tenant's violation, then the Harvard Ridge Rules and Regulations will take effect.
4. Any Board Member who has condominium issues or items to be discussed at a Board Meeting must submit them, in writing, to the Managing Agent no later than 48 hours prior to the manager issuing the management report so that they can be placed on the meeting agenda.

In the event of an EMERGENCY the above policy (#4) will be waived if a majority of members attending the meeting vote in the affirmative. Any items that the majority of Members present vote not to discuss will be placed on the agenda for the next regularly scheduled Board meeting, or will be discussed at the next mutually acceptable time.

5. No Board Member should perform any work on any common area or related to any Condominium business without prior approval by a majority of Board Members.
6. No Board Member shall direct or manage any employee of the Managing Agent at any time without contacting the Senior Property Manager and without approval of a majority of the Board members.
7. No Board Member will contact or direct any service vendor without prior approval of a majority of Board Members. The Board recognizes that a Board Member is allowed to discuss issues of a personal nature relating to the units owned or occupied by a Board Member with a service vendor. Board Members should use their best judgement and good common sense when discussing personal issues with a vendor. Board Members must recognize that the integrity of communication between the Management Company and service vendors can not and will not be interfered with or compromised in order to ensure a smoother operation of the Association.  
A service vendor is defined as a contractor that the Association pays a fee for services.

BK 35764 PG 230


In the event an individual Board Member contacts utility companies, the police department, fire department, town officials/ employees, or any other public or municipal organization, then the Board Member is doing so as an individual unit owner and NOT in the capacity of a Trustee. The Management Company should be notified by the Board Member as soon as possible after such contact has been made with any of the above municipal or public organizations.

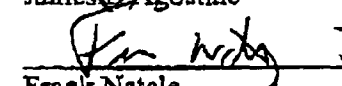
- 8. All Board Members should direct Unit Owners/Residents to contact the Managing Agent in writing regarding any issues they have related to Harvard Ridge Condominium Association
- 9. No board Member will purchase anything for the property out of his/ her pocket without prior approval of the Board.
- 10. Board Meetings are to be governed by the Robert's Rules of Order.


Any board Member who violates any of these policies and procedures governing the Board of Trustees of Harvard Ridge Condominium may be subject to the following actions as adopted by said Board of Trustees on MARCH 21, 2002.

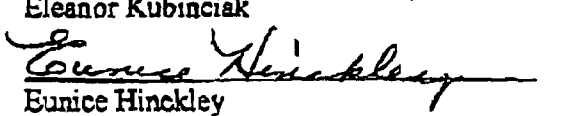
- 1. Written warning notice(s) to be sent to Board Member regarding said violation(s).
- 2. If a Board Member receives three written warning notices for the same violation within the term of the Trustee, then the Board Member in violation may be subject to suspension for a period of time as deemed appropriate by a majority vote of compliant Board Members;

Adopted by a Majority Vote of the Board of Trustees of Harvard Ridge Condominium Association on MARCH 21, 2002.

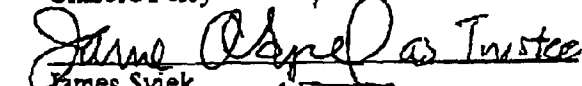
  
 \_\_\_\_\_  
 James D'Agostine  
 Trustee

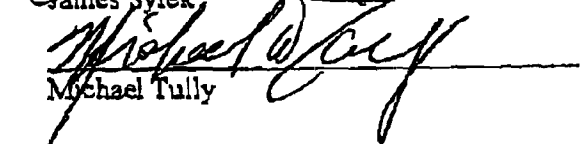
  
 \_\_\_\_\_  
 Frank Natale  
 Trustee

  
 \_\_\_\_\_  
 Eleanor Kubinciak  
 Trustee

  
 \_\_\_\_\_  
 Eunice Hinckley

X  
 \_\_\_\_\_  
 Clifford Perry  
 Trustee

  
 \_\_\_\_\_  
 James Syiek  
 Trustee

  
 \_\_\_\_\_  
 Michael Tully



**ARCHITECTURAL RESOLUTION**  
**HARVARD RIDGE CONDOMINIUM TRUST**

This Certificate of Vote and Resolution is made this 17<sup>th</sup> day of March, 2005 by the Board of Trustees of the Harvard Ridge Condominium Association.

WHEREAS, the Harvard Ridge Condominium Association is created by way of a Master Deed and Declaration of Trust recorded in the Middlesex South District Registry of Deeds at Book 14561, Page 426 and Book 14561, Page 457, respectively; and

WHEREAS, the windows and window frames for the Harvard Ridge Condominium Association are deemed to be part of the Unit; and

WHEREAS, Unit Owners have requested permission to replace the windows and window frames; and

WHEREAS, the Board of Trustees, pursuant to Article 8, §8(b) of the Master Deed and Article V, §5.9 of the Declaration of Trust have the authority to regulate the architectural choice of any window and/or window frame as well as the installation of the same; and

WHEREAS, the Board of Trustees voted, to the extent necessary, that the exterior frame shall be deemed to be a limited common area and facility to which the owner of the Unit shall be responsible for the maintenance, repair and/or replacement pursuant to General Law Chapter 183A; and

WHEREAS, Article V, §5.1.7 and Article V, §5.11 of the Declaration of Trust authorizes the Board of Trustees to adopt Rules and Regulations regarding the use of the Condominium and each Unit Owner's Unit thereto.

NOW THEREFORE, the Board of Trustees of the Harvard Ridge Condominium Association, acting pursuant to the authority and provisions contained in Articles III and V of the Declaration of Trust and pursuant to a duly authorized meeting and quorum set forth therein, do hereby amend the administrative Rules and Regulations of the Harvard Ridge Condominium Association as follows:

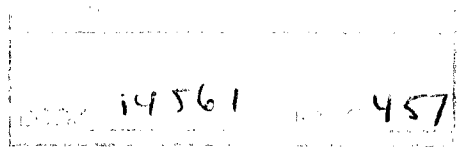
Notwithstanding any provision in the Rules and Regulations of the Condominium Association, the following shall take effect and precedent over the same.

Any Unit Owner undertaking the replacement of the window and/or frame must first submit to the Board of Trustees the following:

- a. A description of the window and frame, including the make, model and color.

*Return To*

**PERKINS & ANCTIL, P.C.**  
**73 Princeton Street, Suite 306**  
**N. Chelmsford, MA 01863-1558**



- b. A certificate of insurance from the licensed contractor who shall perform said work acceptable to the Trustees;
- c. Must complete the replacement of said window and all work associated with the same within thirty (30) days from the authorization of the Board of Trustees;
- d. All work undertaken must be done Monday through Friday during the hours of 8:00 a.m. and 5:00 p.m. by a licensed contractor approved by the Board of Trustees in advance of any said work;
- e. That any damage caused or found in the common area during any work shall immediately be reported to the Board of Trustees and that no further work shall continue until the Board authorizes the same;
- f. The Unit Owner shall be responsible for all costs incurred by the Board of Trustees in enforcing this Rule, including attorney's fees, fines and any damage caused to the common area or other units as a result of the work contemplated hereunder;
- g. Under no circumstances shall any work be undertaken unless in conformity with this Resolution; and
- h. Prior to any work commencing, the Unit Owner shall obtain written permission from the Board of Trustees.

In all other respects, the Rules and Regulations of the Harvard Ridge Condominium Trust are hereby ratified and affirmed.

IN WITNESS WHEREOF, the Board of Trustees has set their respective hands and seals on the date and year first above written.

THE BOARD OF TRUSTEES  
HARVARD RIDGE CONDOMINIUM TRUST

James D'Agostine

James Syiek as trustee  
James Syiek

Eunice Hinckley  
Eunice Hinckley

Frank Natale  
Frank Natale

Gordon Peck as Trustee  
Gordon Peck

Eleanor Kubinciak  
Eleanor Kubinciak

Anthony Tavilla  
Anthony Tavilla

COMMONWEALTH OF MASSACHUSETTS

M. Hillman, ss.

On this 17<sup>th</sup> day of March, 2005, before me, the undersigned notary public, personally appeared James D'Agostine, Gordon Peck, James Syiek, Eleanor Kubinciak, Eunice Hinckley, Anthony Tavilla and Frank Natale and proved to me through satisfactory evidence of identification, being:  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the persons whose names are signed on the preceding or attached document and acknowledged to me that they signed it voluntarily for its stated purpose, as the duly authorized Board of Trustees of the Harvard Ridge Condominium Trust.

Olivia R. Evans

Notary Public  
Qualified in the Commonwealth of Massachusetts  
My Commission Expires:



OLIVIA R. EVANS  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
November 17, 2006

**ARCHITECTURAL RESOLUTION**  
**SPECIFICATIONS FOR WINDOW AND DOOR REPLACEMENT**

**ADDENDUM A**

<u>Building</u>	<u>Description</u>
Leverett	White vinyl horizontal sliding windows, including low-E insulating glass and half screens  White vinyl sliding patio door, including low-E insulating glass and sliding screen
Eliot	White vinyl horizontal sliding windows, including low-E insulating glass and half screens  White vinyl sliding patio door, including low-E insulating glass and sliding screen
Dudley	White vinyl horizontal sliding windows, including low-E insulating glass and half screens  White vinyl sliding patio door, including low-E insulating glass and sliding screen
Lowell	White vinyl horizontal sliding windows, including low-E insulating glass and half screens  White vinyl sliding patio door, including low-E insulating glass and sliding screen
Winthrop	White vinyl horizontal sliding windows, including low-E insulating glass and half screens  White vinyl picture window, including low-E insulating glass and screen

Dunster

Bronze vinyl horizontal sliding windows, including low-E insulating glass and half screens

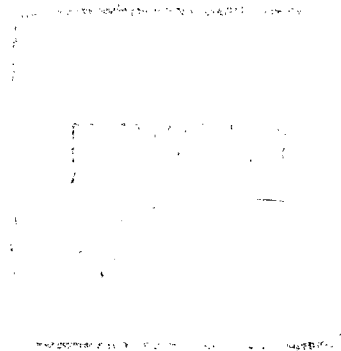
Bronze vinyl sliding patio door, including low-E insulating glass and sliding screen

Installation Specifications:

No existing rough opening can be altered. Windows should fit snugly brick to brick or stucco to stucco without the addition of trim or flashing. All installations should be sealed to the weather. Added flashing that covers over existing brick or stucco is not acceptable. Stucco to stucco installations should be "touch-up" painted with paint supplied by the Management Company.

Suggested Manufacturer:

Harvey Industries or Sugar Creek Industries, although a unit owner may purchase windows from any manufacturer, provided they comply with the above specifications.





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Page: 1 of 4 08/11/2005 09:44 AM

**E OF VOTE AND RESOLUTION OF THE BOARD OF TRUSTEES**  
**THE HARVARD RIDGE CONDOMINIUM ASSOCIATION**

2  
1

This Certificate of Vote and Resolution is entered into this 21<sup>st</sup> day of July, 2005, by the Board of Trustees of the Harvard Ridge Condominium Association.

WHEREAS, Article V, §5.1.7 and Article V, §5.11 of the Condominium Trust and By-Laws authorizes the Board of Trustees, from time to time, to adopt, amend and rescind Administrative Rules and Regulations governing the details of the operation and use of the common areas and facilities and such restrictions on and requirements respecting the use and maintenance of the units and the use of the common areas and facilities; and

WHEREAS, the original Master Deed, Condominium Trust and By-Laws are recorded with the Middlesex South District Registry of Deeds at Book 14561, Page 426, and Book 14561, Page 457, as amended; and

WHEREAS, the Board of Trustees has adopted a Rule regarding insurance, the substance of which is set forth below.

NOW THEREFORE, the Trustees of the Harvard Ridge Condominium Association, acting pursuant to the authorities contained in Articles III and V of the Condominium Trust and By-Laws, do hereby amend the Administrative Rules and Regulations of the Harvard Ridge Condominium Association as follows:

1. The Rules and Regulations of the Harvard Ridge Condominium Association are hereby amended by adding and adopting the following Article:

**INSURANCE RESOLUTION**

We, the undersigned, being a majority of the Board of Trustees of the Harvard Ridge Condominium Association, under a Declaration of Trust recorded as set forth above, do hereby adopt the following policy resolution regarding property insurance claims, repairs, and deductibles:

1. Master Insurance Policy: The Condominium Association shall maintain insurance as required by Article V, §5.5 of the Trust.
2. The Trustees shall obtain a proper insurance policy with a deductible of not more than \$5,000.00, per claim, per incident.
3. The Trustees shall have the right to assess the deductible to unit owners as the Trustees may, in their sole discretion determine, including, but not limited to, assessing the deductible to unit owners sustaining property damage to their unit.
4. In the event of property damage to a unit or units, the Trust shall not be responsible for the payment of the deductible but rather said unit owner or unit owners shall be responsible for the same.

RETURN TO:

5. Unit owners may obtain certificates of insurance for the Master Insurance Policy from the insurance agent for the Condominium Association. Unit owners should

**PERKINS & ANCTIL, P.C.**  
73 Princeton Street, Suite 306  
N. Chelmsford MA 01863-1550

MARGINAL REFERENCE REQUESTED



provide the insurance agent with various information including the unit owner's name or the buyer's name, the unit number, the mortgage holder's name and address, and the loan number of the mortgage.

6. Each unit owner is solely responsible to obtain his or her own insurance coverage in appropriate kinds of amounts to insure his or her unit, personal effects and contents, unit improvements and coverage for the Condominium Trust's deductible as well as insuring for liability and all such other coverages which said unit owner desires or is required to maintain pursuant to the Condominium Documents.
7. It is suggested that all unit owners obtain endorsements to their policy for various coverages including, but not limited to, all risk coverage, loss assessment coverage, coverage A satisfactory amounts, and insurance to provide coverage for the Condominium's deductible.
8. It is recommended that all unit owners review their own insurance coverage with their own insurance agent or insurance advisor.
9. Investor owners should also obtain coverage for loss of rent, liability and all other appropriate coverages. Investor owners should obtain written verification that their tenants have appropriate insurance coverage.
10. If a unit owner sustains property damage in amounts less than the Condominium Association's deductible, the unit owner shall be solely responsible for the cost to repair the damage, and the unit owner should notify his or her insurance agent. The Trust will not be responsible for property damage to a unit in an amount less than the deductible, and no unit owner shall file a claim with the Master Insurance agent or carrier.
11. The following steps should be followed when damage occurs in a unit in excess of the Condominium Trust's Master Policy deductible:
  - A. Identifying Master Policy Claims: When a unit owner reports damage, a note will be made to the file. The damage will be inspected to assess the approximate cost of the damage. The unit owner shall notify their own insurance agent or carrier. The unit owner is responsible for the Condominium Master Policy deductible for items not covered by the Master Policy and is also responsible for all damage to the unit, personal property, improvements, rent loss, etc., not covered by the Master Policy. If the damage to areas covered by the Master Policy is less than the deductible, then the Condominium does not get involved with the process and the unit owner must resolve the claim with their individual insurance agent or carrier.
  - B. Processing a Master Policy Claim: The following is the process for filing a claim against the Master Policy:
    1. Damage in excess of \$5,000.00 must be reported within seventy-two (72) hours to the Management Agent. Failure to report claims promptly may result in the claim being denied by the Insurance

Carrier. The Trust will not honor claims that are denied by the Carrier because of failure to report in a prompt fashion. Unit Owners should also notify their Insurance Carrier at the same time.

2. The Management Agent will notify the Trust's Insurance Agent of the loss. Should immediate repairs need to be made in order to insure the safety of unit occupants the Management Agent will secure approval for these repairs from the Insurance Carrier.
3. The Management Agent will instruct the unit owner to secure bids to repair the damage. These bids are to be submitted to the Management Agent with a cover sheet itemizing the costs and totaling the same. This sheet must contain the unit owner's signature. If the damage is less than the Master Policy deductible, the unit owners need not submit anything further and should deal with their own insurance agent or carrier.
4. During the bidding and damage assessment process, the Unit Owner must work closely with the Management Agent and the Master Policy Insurance Adjuster in order that the scope of work is agreed upon by all parties prior to the commencement of said restoration work. This includes, but is not limited to, making the unit available for inspection, securing additional bids should the Insurance Adjuster request it, and promptly responding to requests made by the Insurance Adjuster and/or Management Agent. The Trust will not be responsible for the timeliness of insurance claims being paid. If a claim payment is delayed, no interest, penalties or other claims will be honored.
5. In the event there is a dispute, the final approval of settlement costs is with the Insurance Company and the unit owner must abide by its decision.
6. Once it is agreed by all parties what the scope and amount of the claim will be, the unit owner will be given permission to commence the restoration work. Unit owners may ask that the Trust request payment of the claim in order that the unit owner has funds to initiate restoration work. If the Insurance Carrier forwards this amount to the Trust, then the Trust may pass the benefit of this early payment to the unit owner. The Trust will never release funds to a unit owner prior to the signing of a release by the unit owner.
7. Final payment will be made when:
  - (i). The Insurance Adjuster has had the opportunity to inspect all repair work.
  - (ii). The Trust has received the final payment from the insurance carrier.

(iii). The unit owner has signed a release.

8. The Trust shall have no obligation or responsibility to perform or cause to be performed repairs within an individual unit.

12. Notwithstanding the above, the Board of Trustees reserves the right to utilize all insurance funds, as well any other funds which are required to be paid by the unit owner to undertake any and all work needed to the common areas and/or units. The Board shall not be obligated to undertake any said work in the unit until the unit owner makes the payment of any amounts due hereunder.

13. Notwithstanding any provision hereunder, if a Unit Owner has: (1) purchased his own insurance policy; (2) the damage incurred emanated from a common area element; and (3) the damage caused to the unit exceeds the Condominium Association's deductible, then the Trustees may, in their sole and independent discretion, reimburse the Unit Owner for the deductible on his own insurance policy up to and including Five Hundred and 00/100 Dollars (\$500.00).

IN WITNESS WHEREOF the Board of Trustees has executed this instrument under seal this 21<sup>st</sup> day of July, 2005.

[Signature]  
James D'Agostine  
[Signature]  
James Syiek  
[Signature]  
Eunice Hinckley  
[Signature]  
Frank Natale

[Signature] as Trustee  
Gordon Peck  
[Signature]  
Eleanor Kubinciak  
[Signature]  
Anthony Tavilla

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COMMONWEALTH OF MASSACHUSETTS

REGISTRY OF DEEDS  
SOUTHERN DISTRICT  
ATTEST:  
[Signature]  
REGISTER

[Signature], ss.

On this 21<sup>st</sup> day of July, 2005, before me, the undersigned notary public, personally appeared James D'Agostine, Gordon Peck, James Syiek, Eleanor Kubinciak, Eunice Hinckley, Anthony Tavilla and Frank Natale and proved to me through satisfactory evidence of identification, being my own personal knowledge of the identify of the signatories, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, as the duly authorized Board of Trustees of the Harvard Ridge Condominium Trust.

[Signature]  
Official signature and seal of notary  
My Commission Expires: \_\_\_\_\_

 OLIVIA R. EVANS  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires