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**WENHAM PINES CONDOMINIUM
WENHAM, MASSACHUSETTS**

DECLARATION OF TRUST

This DECLARATION OF TRUST ("Declaration of Trust") is made on the ____ day of _____, 2018, by **WENHAM PINES, LLC**, a Massachusetts limited liability company having an address of Six Kimball Lane, Suite 300, Lynnfield, MA 01940 (hereinafter, the "Declarant," which term shall be deemed to include its successors and assigns hereunder). Capitalized terms used but not defined herein shall have the meanings set forth in the Master Deed defined below.

ARTICLE I - NAME OF TRUST

The name of this Trust shall be the WENHAM PINES CONDOMINIUM TRUST (the "Trust"), and under that name, so far as legal, convenient and practicable, all activities shall be carried on by the Trustees and all documents shall be executed by the Trustees.

ARTICLE II - THE TRUST AND ITS PURPOSE

2.1 Unit Owners Organization. All of the rights and powers in and with respect to the Common Areas and Facilities of the WENHAM PINES CONDOMINIUM TRUST, a condominium located at 56-60 Main Street, Wenham, Essex County, Massachusetts (the "Condominium") established by a Master Deed of even date hereof and recorded herewith in the Essex South District Registry of Deeds (as amended from time to time, the "Master Deed"), which are, under the provisions of Massachusetts General Laws ("Chapter 183A"), conferred upon or exercisable by the organization of Unit Owners of the Condominium, and all property, real and personal, tangible and intangible, conveyed to or held by the Trustees (the "Trust Property") hereunder shall vest in the Trustees, as it or they may from time to time be, in trust, to exercise, manage, administer and dispose of the same and to receive the income thereof (a) for the benefit of the Unit Owners of the Units of the Condominium according to the respective Undivided Interests, as set forth in the Master Deed, and (b) in accordance with the provisions of Chapter 183A. This Trust is the organization of Unit Owners established pursuant to the provisions of Section 10 of Chapter 183A for the purposes therein and herein set forth.

2.2. Entity Created. It is hereby expressly declared that a trust and not a partnership has been created, and that the Unit Owners are not partners or associates nor in any other relation whatsoever among themselves and with respect to the Common Areas and Facilities and/or Trust Property other than as Unit Owners of the Condominium, and hold no relation to the Trustees.

ARTICLE III - THE TRUSTEES

3.1. Number of Trustees. Until the "Transition Date" described in Section 3.4 below, the Trustees shall be appointed by the Declarant as described in said Section 3.4. After the Transition Date, there shall be a Board of Trustees (the "Trustees") consisting of five (5) natural persons who shall be elected as hereinafter provided. Such natural persons shall be Unit Owners or spouses of Unit Owners. If title to a Unit is held by a fiduciary, such natural person may be the fiduciary, or in the case of a Unit owned by a corporation, an officer or director of such corporation; if by a limited or general partnership, by a general partner thereof; or if by a limited liability company, by a member or manager thereof.

3.2. Terms of Trustees. After the Transition Date, the term of each Trustee shall be for a period of three (3) years from the Annual Meeting of Unit Owners at which such Trustee is elected. A Trustee whose term has expired shall continue in office until a successor is elected or appointed as hereinafter provided.

3.3. Vacancies, Election, Appointment and Acceptance of Trustees. After the Transition Date, if and when the number of Trustees shall become fewer than five (5) due to death, disability, removal or resignation, a vacancy shall be deemed to exist, whereupon a special meeting of the Unit Owners shall be duly convened within sixty (60) days of the creation of such vacancy to elect a successor Trustee. The expiration of a term shall also create a vacancy which shall, however, be filled at the Annual Meeting of the Unit Owners. The five (5) Trustees shall be elected by the vote of a majority of the Unit Owners all as are present in person or by written proxy; provided, however, that a quorum of the Unit Owners voting for a specific Trustee must be present in person or by written proxy. In the event that any of the Trustees fails to be so elected, then such vacancy or vacancies shall be filled by appointment of the Trustee elected by such respective Unit Owners whose term has expired or who has otherwise resigned or ceased serving. If such Trustee is unable or unwilling to appoint a successor Trustee, then upon the petition therefor of any Unit Owner entitled to vote for such Trustee, with notice to all other Unit Owners, the Trustee position shall be filled by the appointment, or appointments, of a court of competent jurisdiction. The election or appointment of Trustees shall become effective upon such election or appointment. An instrument certifying such election or appointment shall be recorded with Essex South District Registry of Deeds ("Registry"), sworn and subscribed to by a majority of the then Trustees, (1) referencing this Declaration of Trust; (2) reciting the existence of a vacancy; (3) referencing the election or appointment of the successor Trustee; and (4) containing an acceptance of such election or appointment by the successor Trustee. Except as provided in Article VIII hereof, the failure or delay in recording said instrument shall not affect the validity of such Trustee's election.

3.4. Trustees During Initial Period of Condominium; Transition Provisions.

A. For the purposes hereof, the term "Recording Date" shall mean the date that this Declaration of Trust is recorded with the Registry, and the term "Transition Date" shall mean the date

that is the earlier to occur of (i) the date that the last Unit in the Condominium is conveyed by the Declarant to a third-party purchaser; or (ii) three (3) years from the recording of the Master Deed.

B. Notwithstanding anything to the contrary herein, during the period commencing on the Recording Date and terminating on the Transition Date, the Declarant shall be the initial Trustee appointed hereunder ("Initial Trustee").

C. Within thirty (30) days after the Transition Date, a special meeting of the Unit Owners shall be held for the purpose of electing five (5) successor Trustees who shall serve as described above. Such Trustees shall be elected by the vote, in person or by written proxy, of the Unit Owners as provided in Section 3.3 above. The Declarant may at its sole option, choose to accelerate the Transition Date (to a date which is earlier than that determined as set forth above).

3.5. Trustee Action. In any matter relating to the administration of the Condominium and the exercise of the powers herein conferred, the Trustees shall act by majority vote of their number at any duly called meeting at which a quorum is present as hereinafter provided. Notwithstanding the foregoing, the Trustees may also act without a meeting by instrument or instruments executed by all of their number.

A. Power to Act When Vacancy Exists. Notwithstanding anything contained herein to the contrary, despite any vacancy in the office of Trustee, however caused and for whatever duration, the then remaining or surviving Trustees, or Trustee, shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

3.6. Trustee Meetings; Quorum. Until the Transition Date, regular Trustee meetings shall not be necessary, but may be called by any initial Trustee upon five (5) days' written notice to any and all other Trustees. After the Transition Date, the Trustees shall meet at such regular interval, time and place as they may determine, and specifically upon the request of any two (2) Trustees provided, however, that written notice of each such special meeting setting the place, day, hour and purpose thereof shall be given at least five (5) business days before such meeting to each Trustee, unless such notice is waived by all Trustees. A majority of the number of Trustees then in office shall constitute a quorum at all meetings, and such meetings shall be conducted in accordance with such rules as the Trustees may adopt.

3.7. Officers; Committees. After the Transition Date, there shall be from among the Trustees, in addition to such other officers as they may elect from their number, the following officers who shall have the following listed duties:

A. Chairman. The Chairman shall be the chief executive officer of the Trust. He or she shall preside at all meetings of the Unit Owners and of the Trustees. The Chairman shall have the power to appoint committees from among the Unit Owners from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Condominium. If the Chairman is unable to act at any time, the remaining Trustees shall appoint some other of their number to act in the place of the Chairman on an interim basis.

B. Treasurer. The Treasurer shall have the responsibility for overseeing the Trust's funds and securities and shall be responsible for maintaining full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He or she shall be responsible for the deposit of all monies and other valuable effects in the name of the Trust in such depositories as may from time to time be designated by the Trustees.

C. Clerk. The Clerk shall maintain the minutes of all meetings of the Unit Owners and of the Trustees; he or she shall, in general, perform all the duties incident to the office of clerk or secretary of a business corporation organized under Massachusetts law.

D. Committees. The Trustees may appoint committees from among the Unit Owners from time to time as the Trustees may decide is appropriate to assist in the conduct of the affairs of the Condominium. The Trustee elected by such Unit Owners shall be responsible for coordinating communication with its respective Unit Owners and arranging and conducting meetings with such committee members. There shall, additionally, be such committees with such duties and responsibilities as designated by the Trustees as aforesaid (any member of such committee, a "Committee Member").

3.8. Resignation; Removal. Any Trustee may resign at any time by an instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgement of deeds and delivered to the remaining Trustees. Such resignation shall take effect upon the recording of such instrument with the Registry, unless specified to be effective at some other time in said instrument. The remaining Trustees, or Trustee, shall forthwith cause said instrument to be duly recorded with said Registry. After the Transition Date, any Trustee may, with or without cause, be removed by a vote of at least seventy-five percent (75%) of the Unit Owners electing such Trustee. The vacancy so resulting shall be filled in the manner provided in Section 3.3 hereof. In no case may the Initial Trustees or any successor Initial Trustees appointed by the Declarant be removed except by the Declarant.

3.9. Bond or Surety. No Trustee elected or appointed as hereinbefore provided, whether as an Initial Trustee or as successor to or as substitute for another, shall be obliged to give any bond or surety or other security for the performance of any of his/her duties hereunder.

3.10. Compensation of Trustees and Committee Members. No Trustee or Committee Member shall receive remuneration for his/her services unless so provided for by a vote of the Unit Owners holding at least seventy-five percent (75%) of the Undivided Interest and such remuneration shall be a Common Expense of the Condominium.

3.11. No Personal Liability. No Trustee or Committee Members shall under any circumstances or in any event be held personally liable by reason of any action taken, suffered or omitted in good faith or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of anything except his/her own personal and willful malfeasance and defaults, and/or such other conduct as would exempt him/her from indemnification as provided in Section 3.13 hereof.

3.12. Transactions with Interested Parties. Any Trustee may be counted for determining the existence of a quorum and may vote at any meeting of the Trustees for the purpose of authorizing any contract or transaction between the Trust and any corporation, firm, association, limited liability

company, trust, partnership, or other entity or person, even if such Trustee is pecuniarily or otherwise interested in, or is a director, member, trustee, officer or partner of, such corporation, firm, association, limited liability company, trust, partnership or other entity, provided that (i) the Trustee is acting in good faith; (ii) discloses the nature of his/her interest before the contract or transaction is authorized by the Trustees and entered into; and (iii) the terms of such contract or transaction are reasonably comparable to the terms of similar contracts or transactions involving similar circumstances.

3.13. Indemnification. The Trust shall, to the extent legally permissible, indemnify each of its Trustees and Committee Members against all liabilities and expenses reasonably incurred by him/her in connection with the defense or disposition of any action, suit or other proceeding, except with respect to any matter as to which s/he shall have been adjudicated in any proceeding to have acted in bad faith or with willful misconduct or reckless disregard of his/her duties or not to have acted in good faith in the reasonable belief that his/her action was in the best interests of the Condominium.

ARTICLE IV- BENEFICIARIES AND THE UNDIVIDED INTEREST IN THE TRUST

4.1. Beneficiaries and the Undivided Interest. The beneficiaries of the Trust shall be the Unit Owners of the Condominium as they may be from time to time. The Undivided Interest in the Trust hereunder shall be divided among the Unit Owners in the same percentages as the Undivided Interest in the Common Areas and Facilities, as specified in the Master Deed.

4.2. Undivided Interest Held by One Person. The Undivided Interest appertaining to each Unit shall not be divided among several owners of any Unit. For Units to which title is held by a corporation, general or limited partnership, or limited liability company, a duly authorized representative of such entity shall be the designee.

4.3. Meetings Of Unit Owners. Meetings of the Unit Owners shall be held as hereafter provided:

A. Annual Meeting. There shall be an annual meeting of Unit Owners on the first Thursday of December at 7:30 P.M. at such place and time as may be designated by the Trustees (the "Annual Meeting"). The Trustees shall give written notice thereof to the Unit Owners at least fourteen (14) days prior to said date, which notice shall include an agenda and a full description of all matters to be voted upon, if any.

B. Special Meetings. Special meetings of the Unit Owners may be called at any time by the Trustees and shall also be called by them upon the written request of Unit Owners holding at least thirty-three and one third percent (33 1/3%) of the Beneficial Interest ("Special Meeting"). A request for such Special Meeting from the Unit Owners shall be accompanied by a delineation of the items the requestors wish to have considered at said meeting, including the text of any proposed amendment to the Condominium's documents. Written notice of any Special Meeting designating the place, day and hour thereof, together with a full description of the matter(s) to be discovered and/or voted upon, shall be given by the Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated.

C. Voting. The owner or owners of each Unit, either personally or through some person designated in writing by such owner or owners to act as proxy, shall each be entitled to cast votes equivalent to the Unit Owner's Undivided Interest at all meetings of the Unit Owners.

D. Unit Owners. The term "Majority Vote," "majority of," "majority in interest of the Unit Owners" or the like, shall mean Unit Owners holding Undivided Interests equal to more than fifty percent (50%) of the Undivided Interests held by Unit Owners present in person or by written proxy and voting at any duly called meeting of the Unit Owners at which a quorum is present and acting. As used in this Declaration of Trust, any stated percentage of the Unit Owners shall mean Unit Owners holding in the aggregate that Undivided Interest of the total Undivided Interests in the Condominium. An affirmative vote by the majority of Unit Owners shall be binding upon all Unit Owners for all purposes except where in the Master Deed or this Declaration of Trust, or as may be required by law, a higher percentage vote is required.

E. Quorum. Except as otherwise provided in this Declaration of Trust, the presence in person or by written proxy of Unit Owners holding Undivided Interests equal to more than fifty percent (50%) of the total Undivided Interest in the Condominium entitled to vote on a certain matter shall constitute a quorum at all meetings of the Unit Owners. Notwithstanding the foregoing to the contrary, if a quorum is not present at any meeting (or rescheduled meeting), the Unit Owners may convene for discussion purposes, but official action may only be taken at a meeting (or a rescheduled meeting) at which a quorum is present.

F. Proxies. A Unit Owner may grant to any natural person, upon a form specified by the Trustees, his/her/its proxy to vote and/or attend meetings of the Unit Owners.

G. Minutes. Accurate minutes of all Unit Owner meetings shall be taken by a person designated by the Trustees and shall be maintained as part of the records of the Trust.

ARTICLE V - BYLAWS

The provisions of this Article V shall constitute the Bylaws (the "Bylaws") of this Trust and of the organization of Unit Owners established hereby and shall be applicable to the property of the Condominium, the Trust Property and to the use and occupancy thereof. The term "Property" as used herein and in the Master Deed shall include the Land, the buildings in which the Units are located, and all other improvements on the Land now or hereafter included as part of the Condominium, including the Units and Common Areas and Facilities, owned in fee simple absolute, or otherwise, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection with the Condominium, all of which are intended to be submitted to the provisions of said Chapter 183A. The provisions of these Bylaws shall automatically become applicable to real property which may be added to the Condominium upon the recording of an amendment to the Master Deed submitting such additional real property to the provisions of Chapter 183A.

All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Condominium and/or the Property and/or the Trust Property in any manner, are subject to the Master Deed, this Declaration of Trust, and the Bylaws

and Rules and Regulations promulgated hereunder (collectively, the "Condominium Documents"), and all covenants, agreements, restrictions, conditions, easements and declarations of record (the "Title Conditions"). The acceptance of a deed or conveyance or the entering into of a lease or Chapter 183A of occupancy of a Unit shall constitute an agreement that the provisions of the Condominium Documents and the Title Conditions, as they may be amended from time to time are accepted, ratified and will be complied with.

5.1. Powers and Duties of Trustees. The Trustees shall, subject to all provisions of applicable laws, the Master Deed and this Declaration of Trust, including these Bylaws, have the absolute right to control, manage and dispose of the Property (excluding the Units) and the absolute right to control, manage and dispose of the Trust Property as if they were the absolute owners thereof. The powers and duties of the Trustees shall include, but shall not be limited to, the following:

A. Operating, caring for, maintaining, managing, repairing and replacing the Common Areas and Facilities of the Condominium or any part thereof. The Unit Owners, individually and through the association of Unit Owners established hereby, shall have the affirmative duty to maintain the Common Areas and Facilities, as set forth in Sections 6 and 7 of the Master Deed, and the Declarant shall not be liable for any loss or injury sustained through the failure of any Unit Owner or the association of Unit Owners to properly care for any of the Common Areas and Facilities, including without limitation all driveways and parking areas and the following responsibilities: (i) maintaining, inspecting, repairing and replacing all as reasonably needed from time to time and in conformity with all Permits and Approvals of the Master Deed, the private roadway known as Pine Hill Road, the Drainage System and the Sewage Disposal System described in Section 6 of the Master Deed, (ii) enforcing the Age Restriction and other restrictions set forth in the Master Deed, and (iii) maintaining, and observing and enforcing all restrictions and conditions applicable to the Open Space Parcels described in Section 3.3 of the Master Deed, including the Conservation Restriction, all in accordance with the terms of the Permits and Approvals. Reference is hereby made to the Summary of Trust Maintenance and Inspection Obligations attached hereto as Schedule I and incorporated herein by reference, which summarizes the applicable maintenance obligations contained in the Permits and Approvals for the foregoing matters described in clauses (i), (ii), and (iii) of the preceding sentence.

B. Owning, conveying, mortgaging, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by them as a result of enforcement of the lien for Common Expenses, action taken under, Section 17 and 18 of Chapter 183A, or otherwise.

C. Conducting mediation, arbitration and/or litigation on behalf of the Unit Owners and being subject to suit as to any course of action involving the Common Areas and Facilities or arising out of the enforcement of these Bylaws, any and all Rules and Regulations promulgated hereunder, restrictions in the Master Deed or any deed conveying a Unit. EXCEPT AS OTHERWISE PROVIDED HEREIN, NO LITIGATION SHALL BE COMMENCED EITHER BY THE TRUSTEE(S) AGAINST UNIT OWNER(S) OR BY UNIT OWNER(S) AGAINST TRUSTEE(S) WITHOUT FIRST SUBMITTING THE MATTER TO MANDATORY MEDIATION AND ARBITRATION AS SET FORTH IN PARAGRAPH 5.23 BELOW. Notwithstanding any provision of Condominium Documents to the contrary, neither the Trustees acting in their capacity as such Trustees or acting as representatives of the Unit Owners, nor any class of Unit Owners, shall bring any litigation whatsoever unless a copy of

the proposed complaint in such litigation has been delivered to all of the Unit Owners, and not less than seventy-five percent (75%) of all Unit Owners consent in writing to the bringing of such litigation within sixty (60) days after a copy of such complaint has been delivered to the Unit Owners. The Unit Owners may specify as a part of the written consent a specific monetary limitation to be paid as legal fees and costs and expenses to be incurred in connection therewith, which amount shall be separately assessed as a special assessment effective forthwith at the time of said affirmative consent. Notwithstanding any provisions of the Condominium Documents, the provisions of this paragraph (i) shall not be amended except by vote of at least seventy-five percent (75%) of Unit Owners. The provisions of this paragraph shall not apply to litigation by the Condominium Trustees against Unit Owners with respect to the recovery of overdue Common Expenses, User Fees, or Special Assessments or to foreclose the lien provided by Section 6 of Chapter 183A, and General Laws Chapter 254, Sections 5 and 5A, as amended by 1987 Mass. Acts Chapter 338, 1989 Mass. Acts Chapter 341, 1992 Mass. Acts Chapter 400 and 1993 Mass. Acts Chapter 1, or to enforce any of the provisions of the Condominium Documents or of the Unit Deed against Unit Owners.

D. Determining and budgeting of the Common Expenses required for the affairs of the Condominium and this Declaration of Trust, including, without limitation, the operation and maintenance of the Property.

E. Allocating and collecting the Common Expenses for the general Common Areas and Facilities from Unit Owners.

F. Employing and dismissing such agents, managers, officers, brokers, employees, assistants and counsel as the Trustees deem necessary or advisable in connection with the performance of their duties hereunder, including the engagement of a condominium managing agent.

G. Opening and utilizing bank accounts on behalf of the Trust and designating the signatories required therefor.

H. Obtaining of insurance required by the Condominium Documents and adjusting and settling insurance claims as provided herein.

I. Making repairs and restorations to the general Common Areas and Facilities and certain portions of the Limited Common Areas (as that term is defined in Section 5.4 of the Master Deed), or parts thereof, which may be damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings, as provided herein.

J. Adopting and amending Rules and Regulations, which shall cover the details of the operation and use of the Common Areas and Facilities, the administration of the Condominium as contemplated by the Master Deed and this Declaration of Trust, and in interpretation thereof.

K. Obtaining advice of counsel, architects, engineers, and other professionals, and relying thereon.

L. Granting of permits, licenses and easements and/or leases in, on, over, under, through and/or to the Common Areas and Facilities for all utilities and systems and/or all other purposes reasonably necessary and/or useful for and/or to the proper maintenance and/or operation of the Condominium and/or the convenience of the Unit Owners, and modifying the terms and provisions of any easements, permits and/or licenses pertaining to the Common Areas and Facilities and/or the Condominium, all subject to the terms of the Permits and Approvals.

M. Altering the layout, location, nature and/or use of any of the Common Areas and Facilities, making installations or changes therein, and moving and removing the same, subject, however, to a Unit Owner's rights to use any appurtenance to his/her/its Unit as specified in the Master Deed, and the terms of any Permits and Approvals. Any such alteration which purports to modify, abridge, delete or otherwise affect any obligation, condition or restriction imposed by the Town of Wenham or any other permitting authorities that are parties to the Permits and Approvals shall not be of any force or effect absent the prior written approval of such amendment by the relevant permitting authority.

N. Enforcing obligations of the Unit Owners, including the levying of general and special assessments for Common Expenses and the providing of adequate remedies for failure to pay such assessments, levying reasonable fines against the Unit Owners for violations by the Unit Owners, or persons or parties for whom a Unit Owner is responsible, of the terms and provisions of the Condominium Documents, and in the case of persistent violations of the terms and provisions of the Condominium Documents, by a Unit Owner, or persons or parties for whom a Unit Owner is responsible, requiring such Unit owner to post a bond to secure adherence thereto.

O. Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep, replacement, restoration, and alteration of, or additions to, the Condominium buildings or the Common Areas and Facilities; or for any other proper condominium purpose. Notwithstanding the foregoing, no lien to secure repayment of any sum borrowed may be created on any Unit (or its appurtenant Interest) without the prior written consent of such Unit Owner.

P. Providing for payment by the Trust of real estate taxes becoming due and payable after the date of recording of the Master Deed which are assessed upon all of the Land and/or improvements included within the Condominium, instead of upon individual Units and their proportionate interests in the Common Areas and Facilities, and levying an equitable assessment of said tax payments among the individual Unit Owners.

Q. Incurring such liabilities, obligations and expenses, and paying from the principal or the income of the Condominium's funds all such sums, as they shall deem necessary or proper, for the operation of the Property.

R. Leasing, managing and otherwise dealing with the Common Areas and Facilities and certain portions of the Limited Common Areas, as provided in the Master Deed and this Declaration of Trust.

S. Assessing a reasonable transfer fee to any Unit Owner in connection with the Trust's costs relating to the conveyance of a Unit.

T. Entering into and having such access to Units and Limited Common Areas and Facilities as shall be reasonably necessary to the performance and exercise of the duties, obligations, rights and powers of the Trustees hereunder.

U. Executing any and all instruments incidental or necessary to carry out any of the foregoing powers.

V. Generally, in all matters not herein otherwise specified, controlling, managing and disposing of the Trust Property and controlling and managing the Property (excluding the Units) as if the Trustees were the absolute owners thereof, and doing any and all acts, including the execution of any instruments, which by their performance thereof shall be shown to be in their judgment for the best interest of the Condominium and its Unit Owners.

5.2. Maintenance and Repair of Units: Trustee Access to Units. Except as hereinafter provided, the Unit Owners shall be responsible for the proper maintenance, replacement and repair of their respective Units (other than to the Common Areas and Facilities contained therein, if any) and the Limited Common Areas except for driveways, as defined in Section 5.4 of the Master Deed. Unit Owners shall also comply with the terms and provisions of the **Schedule II** attached hereto ("Unit Owner Maintenance Obligation").

Except to the extent covered by the Trust's master casualty insurance, each Unit Owner shall be responsible for any and all damage to any and all other Units and/or the Common Areas and Facilities caused by his/her/its failure to satisfy this maintenance obligation, including all administrative or other costs incurred by the Trust in connection therewith. If the Trustees shall at any time in their reasonable judgment determine that a Unit, any part thereof, or such Limited Common Areas to which a Unit has exclusive use, including, but not limited to any patio, porch, driveway or walkway, is in such need of maintenance or repair that the market value of one or more other Units is being adversely affected or the structure or systems of any building or their functionality or operations are thereby jeopardized or adversely affected, or that the condition of a Unit or any part thereof (including any Limited Common Areas to which a Unit has exclusive use), or any fixtures, furnishings, facilities or equipment therein, is hazardous to any Unit or the occupants thereof and/or adversely affects any other Unit and/or the Common Areas and Facilities (including the market value thereof), the Trustees shall in writing request the Unit Owner thereof to perform the needed maintenance, repair, replacement and/or work and/or to correct the relevant condition and/or its cause. If action thereon shall not have been commenced within such time as may be reasonably set by the Trustees and thereafter diligently brought to completion, the Trustees shall be entitled to have such performed for the account of such Unit Owner whose Unit and/or Limited Common Areas to which he/she/it has a right of exclusive use is in need thereof and to enter upon and have access to such Unit and/or such Limited Common Areas for these purposes. In the case of an imminent emergency that is or may cause harm to persons or property which necessitates immediate action and the Unit Owner is unavailable or fails to take immediate action, the Trustees may proceed

thereto without delay. The costs incurred by the Trustees shall be the amount reasonably necessary and constitute an obligation of the applicable Unit Owner and shall be considered a Common Expense attributable to such Unit. The Trustees may in their discretion additionally impose a fine upon a Unit Owner who, in the Trustees' judgment, unreasonably fails to comply with a request made by the Trustees hereunder.

Should it be necessary that any part of a Unit, personal property of a Unit Owner, and/or any part of the Common Areas and Facilities to which a Unit Owner has the right of exclusive use, be required to be removed for the purpose performing such work, or for the purpose of the Trustee performing work upon the Common Area and Facilities, such Unit Owner shall promptly comply with such request by the Trustee. Should such Unit Owner fail to so comply, or in the case of emergency, the Trustee may remove and store such part and/or property for the account of the Unit Owner, the cost of which, including, but not limited to, attorney's fees, fines and expenses shall constitute an obligation of the applicable Unit Owner and shall be considered a Common Expense attributable to such Unit. Such removal and storage shall be reasonable in manner, extent and terms.

Each Unit Owner, subject to the reasonable approval of the Trustee, shall be responsible for arranging for the maintenance, repair and replacement of the Limited Common Areas, including but not limited to the decks, balconies, door bells, storage areas, and exterior portions of the Units such as windows and doors, but, as to the latter only as to appearance. Each Unit Owner shall keep the Limited Common Area in a state of cleanliness. Notwithstanding the foregoing, the Trustee shall be responsible for driveway repair and maintenance, including snow removal, and the exterior repair and maintenance of the Farmhouse Building Garage (as defined in the Master Deed).

5.3. Maintenance, Replacement and Repair of Common Areas and Facilities.

A. Maintenance, Replacement and Repair of Common Areas and Facilities. Subject to the provisions of Article IX below, all maintenance, repairs and replacements to the Common Areas and Facilities, whether structural or non-structural, ordinary or extraordinary, and including without limitation all maintenance, inspection and repair obligations under the Permits and Approvals or described in applicable schedules and exhibits attached hereto or the Master Deed, shall be the obligation of and be performed by the Trustees and the costs and expenses thereof shall constitute a Common Expense to be allocated and assessed among the Unit Owners in the manner described in Section 5.5 herein. In addition, to the extent that the maintenance or repair of any portion of the Condominium is necessitated by the negligence, misuse or neglect of a Unit Owner (or its tenants, subtenants, occupants, customers, invitees or pets), such costs and expenses shall be assessed directly to such Unit Owner. Payment vouchers for all such work shall be approved by the Trustees or the condominium managing agent to whom such authority is delegated by the Trustees.

B. Limited Common Areas and Facilities. The Trustees shall, in order to preserve and maintain the appearance, integrity and value of the Condominium, be responsible for maintenance, repair and replacement of the Limited Common Areas and the exterior portions of the Units such as windows and doors. The costs associated with repairs to Limited Common Areas shall be charged (as part of the Common Expenses) to the Unit Owners in accordance with the provisions of Section 7 of the Master

Deed. The foregoing obligations of the Trust shall not be construed to apply to the keeping of such Limited Common Areas in a state of cleanliness, which shall remain the responsibility of the Unit Owner.

The cost of replacement, maintenance and repair shall be assessed to the Unit Owners as Common Expenses of the Condominium at such times and in such amounts as provided in Section 5.5; provided, however, that such cleaning, replacement, maintenance and/or repair as may be necessitated by the negligence, misuse or neglect of a Unit Owner, his family, servants, agents, employees, invitees, tenants, licensees, pets or others upon the Property at the Unit Owner's behest, whether directly or by virtue of a Unit Owner's failure to properly maintain, repair or replace the Unit, the components thereof, or the Limited Common Areas to which such Unit Owner has exclusive use, including all charges, fines, attorney's fees, costs and expenses, shall be charged to such Unit Owner, constitute an obligation of such Unit Owner and be considered a Common Expense attributable to such Unit, except to the extent such as are covered by the Condominium Trust's master casualty policy.

5.4. Right of Access. The Trustees, and any of them, any manager or managing agent, and any other person authorized by the Trustees or by any manager or the managing agent, shall have a right of access to each Unit at reasonable times and upon reasonable notice, except in emergencies (where no notice is necessary), for the purpose of making inspections or for the purpose of correcting any conditions originating in any Unit or threatening another Unit or Common Areas and Facilities or adversely affecting the Common Expenses, or for the purpose of obtaining access to, and performing installations, alterations or repairs on the mechanical or electrical services or other Common Areas and Facilities in any Unit or elsewhere in the Buildings and/or the Land, or for any other purpose permitted by this Declaration of Trust or the By-Laws and Rules and Regulations. In case of an emergency, such right of entry shall be immediate, by any appropriate means, whether the Unit Owner is present at the time or not.

5.5. Common Expenses, Profits and Funds. Except as otherwise provided in the Master Deed or this Declaration of Trust with respect to certain Limited Common Areas, the Unit Owners shall be liable for Common Expenses in proportion to their respective percentages of the Undivided Interest in the Common Areas and Facilities, as the same are defined in the Master Deed.

A. Reserve Funds. The Trustees shall establish and maintain as hereinafter provided, the following separate and segregated funds to be used for the purposes hereinafter specified. The Trustees shall set aside from the regular monthly payments of Common Expenses an amount to be adequate and appropriate to provide a reserve for the periodic repair and/or replacement of the Common Areas and Facilities of the Condominium and other capital improvement purposes; *provided, however*, that the reserves established from time to time may, to the extent consistent with these purposes, be used for the reduction of indebtedness or other lawful, capital purposes, or subject to the provisions of these Bylaws and the provisions of Chapter 183A, Section 17 and/or 18, for the repair, replacement, rebuilding, restoration or improvement of the Common Areas and Facilities. Such reserves shall be maintained in separate and segregated accounts and the funds so set aside shall not be deemed common profits available for distribution; but, rather, shall be considered as property of the Trust held for the account of the Unit Owners in accordance with their respective Undivided Interests.

B. Determination of Common Expenses. Prior to the annual meeting, the Trustees shall prepare a budget for the Condominium by establishing the Common Expenses expected to be incurred during the ensuing fiscal year together with a reasonable provision for contingencies and reserves as referred to above, and after taking into account any undistributed common profits from prior years (reserves excepted), shall determine the assessment to be made for such fiscal year (herein referred to as "Common Expenses"). The Common Expenses shall include, but in no way be limited to, all such amounts as the Trustees may deem proper for the operation and maintenance of the Condominium, including, without limitation, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained pursuant to the provisions of this Declaration of Trust, an amount for a replacement reserve, an amount for a working capital reserve, and an amount to make up for any deficit in the Common Expenses for any prior year. The Common Expenses may also include such amounts as may be required for the purchase or lease by the Trustees, on behalf of all Unit Owners, and pursuant to the terms of this Declaration of Trust, of any Unit which is to be sold at foreclosure or other judicial sale, or otherwise.

To the extent the Trustees can reasonably ascertain the proportion of any Common Expenses that are attributable to the particular usage by or requirements of a given Unit, the Trustees may allocate and assess such proportion of the Common Expenses directly to such Unit as a Common Expense. Any costs for fixtures that are Common Areas and Facilities shall be borne equally by all Unit Owners entitled to use such fixtures in accordance with their respective Undivided Interests. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessment, according to their Undivided Interests in the Condominium, and the amount shown on such statement shall, unless otherwise provided therein, be due and payable within thirty (30) days after the same is rendered.

In the event an annual assessment is not made as above required, an assessment shall be presumed to have been made in the amount of the last prior assessment. In the event that the Trustees shall determine at any time 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 as a result of (i) extraordinary items of expenses; or (ii) the failure or refusal of other Unit Owners in the Condominium to pay their share of the Common Expenses; or (iii) other reasons determined by the Trustees which are not inconsistent with the terms of the Condominium Documents or Chapter 183A; or (iv) in the event that the Trustees shall determine that it is advisable to establish a larger reserve or other fund for projected capital improvements or other expenditures or otherwise, the Trustees may make one or more supplemental assessments ("Special Assessments") and render such statements as they may deem necessary therefor in the manner aforesaid, and the amount shown in such statement shall be payable and take effect as aforesaid. Unit Owners shall receive at least thirty (30) days' notice of any such Special Assessments.

C. Payment and Collection of Common Expenses. The Trustees shall so far as reasonably possible, provide for payment of the annual assessment of Common Expenses in advance in monthly, substantially equal, installments, which shall be due upon the first day of each month, or such other periodic payment as the Trustees may determine. The amount of each such statement, together with late charges as may be reasonably imposed by the Trustees, reasonable attorneys' fees and interest on the assessment at the greater of \$25 or the rate of one and one-half percent (1.5%) per month (or such other rate as permitted by Law), if that amount is not paid when due, shall constitute a lien on the Unit of the

Unit Owner assessed and the personal obligation of the Unit Owner, all pursuant to provisions of Section 6 of Chapter 183A. The Trustees shall take prompt action to collect any Common Expenses due from any Unit Owner which remains unpaid. To the extent a Unit Owner may be persistently delinquent in the timely payment of Common Expenses due, as the Trustees in their sole discretion may determine, the Trustees may require such Unit Owner to pay the Common Expenses due in one annual lump sum as opposed to periodically, as herein provided for.

D. Payment of Common Expenses Subsequent to Transfer. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his/her/its Unit subsequent to a sale, transfer or other conveyance by him/her/it of such Unit. A purchaser of a Unit shall not be personally liable for the payment of Common Expenses assessed and unpaid against such Unit prior to the acquisition by him/her/it of such Unit unless such purchaser has agreed to assume such obligation. This provision shall not, however, affect the statutory lien on such Unit for such unpaid Common Expenses. Except as provided in Section 6 of Chapter 183A, a purchaser of a Unit at a foreclosure sale of such Unit by a holder of a first position mortgage (herein "First Mortgage"), or any holder of First Mortgage (herein "First Mortgage") who comes into possession of the Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take the Unit free of any claims and/or liens for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit.

E. Default in Payment of Common Expenses. In the event of default by any Unit Owner in paying to the Trustees the Common Expenses attributable to his/her/its Unit, such Unit Owner shall be obligated to pay all out-of-pocket expenses, including attorneys' fees, incurred by the Trustees to collect such unpaid Common Expenses, irrespective of the amount so unpaid. In furtherance hereof, a defaulting Unit Owner hereby waives any argument upon such a proceeding that the expenses thereof, including attorney fees, are unreasonable and/or excessive when considered in the light of the amount so unpaid. A Unit Owner shall, upon any action brought by the Trustees to collect unpaid Common Expenses, have no right to make any claims or defense of offset upon any basis.

If a Unit with respect to which Common Expenses are in arrears, is leased, rented or let, and upon compliance by the Trustees with the applicable provisions of Section 6 of Chapter 183A, the Trustees shall be entitled to require the lessee or tenant to pay the rent due therefor directly to the Trustees until such time as the arrearage, late fees, interest, costs, and expenses are fully paid and, upon a failure thereof, the Trustees shall be entitled to an order of a court of competent jurisdiction so requiring. This right shall be in addition to any other remedy herein or by law provided.

After a successful action brought by the Trustees to foreclose a lien on a Unit because of unpaid Common Expenses, a Unit Owner remaining in his/her/its Unit for any period of time thereafter shall be required to pay a reasonable fee for the use and occupancy of his/her/its Unit.

The Trustees acting on behalf of all Unit Owners, shall have the power to purchase a Unit at the lien 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 Expenses shall be maintainable without foreclosing or waiving the lien securing the same, and may be brought simultaneously with an action to so establish and foreclose upon said lien.

F. Application of Common Funds. The Trustees shall expend common funds (“Common Funds”) only for Common Expenses and other purposes permitted hereby and by the provisions of Chapter 183A.

G. Notice of Default in Payment of Common Expenses. Pursuant to the applicable provisions Section 6 of Chapter 183A, and/or upon the written request of any First Mortgagee, the Trustees shall notify such holder of any default by a Unit Owner in the payment of his/her/its share of the Common Expenses.

H. 6(d) Certificates. Upon request of a Unit Owner or his/her/its designee or a First Mortgagee, the Trustees shall, within ten (10) days after receipt of a written request therefor, provide a certificate in conformity with Section 6(d) of Chapter 183A, specifying the amount, if any, of any unpaid Common Expenses assessed to the Unit Owner and/or attributable to the Unit.

5.6. Insurance. The Trustees and the Unit Owners shall obtain and maintain the following insurance policies:

A. Casualty Insurance. The Trustees shall obtain and maintain, to the extent reasonably obtainable and permitted by applicable law, so-called master policies of insurance providing fire with-extended coverage and so-called all risk coverage insurance, insuring the Condominium, including, without limitation, the Common Areas and Facilities with all fixtures, additions, alterations and improvements thereof, all heating and cooling equipment and other service machinery, apparatus, equipment and installations, if there be any that are comprised in the Common Areas and Facilities, and also all such portions normally deemed to constitute part of the building and customarily covered by such insurance, but not including any furniture, furnishings, carpeting, wall coverings, light fixtures, appliances, or household and personal property belonging to and owned by individual Unit Owners or tenants of Unit Owners, in an amount equal to, and not less than, one hundred percent (100%) of the full replacement value thereof, exclusive of foundations, land and other items normally excluded therefrom without deduction for depreciation, but subject to a reasonable deductible as the Trustees may determine. In determining full replacement value, the Trustees may reasonably rely upon the advice of the insurer or their agent. The name of the insured under such policy shall be stated in form, substance and effect similar to the following: "*Trustees of Wenham Pines Condominium Trust for use and benefit of the Unit Owners of Wenham Pines Condominium and their mortgagees as their interests may appear.*" Such insurance shall contain the standard mortgagee clause and shall name the Trustees as insurance Trustees for the use and benefit of all Unit Owners of Wenham Pines Condominium and their mortgagees as their interest may appear, with losses payable to and adjusted by the Trustees as insurance Trustees in accordance with the provisions of this Declaration of Trust. The Trustees may insure against such other hazards or risks of casualty as the Trustees from time to time in their discretion shall determine to be appropriate, including, but not limited to, vandalism, malicious mischief, windstorm and water damage, earthquake, terrorism, flood and machinery explosion or damage.

B. Liability Insurance. The Trustees shall obtain and maintain, to the extent obtainable and/or applicable, master policies of insurance with respect to the Common Areas and Facilities for the benefit and protection of the Trust and all Unit Owners for: (i) commercial general liability insurance in such limits as the Trustees may, from time to time, determine based on insurance amounts typically provided to condominiums in a similar location and of a similar size with other provisions commonly referred to as a "Special Condominium Endorsement" or its equivalent; (ii) worker's compensation and employee's liability insurance; and (iii) such other liability insurance as the Trustees may from time to time deem appropriate and desirable.

C. Fidelity Coverage. The Trustees may obtain fidelity coverage against dishonest acts on the part of the Trustees, the condominium managing agent and employees or volunteers responsible for handling funds belonging to the Trust or administered by the Trustees.

D. Directors and Officers Liability Insurance. The Trustees may obtain Directors and Officers Liability Insurance in such amounts and upon such terms as they deem appropriate.

E. FHLMC and FNMA Insurance Requirements. If the Federal Home Loan Mortgage Corporation ("FHLMC") or the Federal National Mortgage Association ("FNMA") holds any interest in one or more mortgages on Units of which the Trustees have received notice, the Trustees shall obtain and maintain to the extent reasonably obtainable, such other insurance as may be required from time to time by whichever of FHLMC or FNMA holds any interest in one or more mortgages on Units. All such policies shall be in such amounts and contain such terms as may be required from time to time by whichever of FHLMC or FNMA holds such interest.

F. Unit Owner Insurance. Unit Owners may, and it is suggested that they should, carry insurance for their own benefit insuring their furniture, furnishings and other personal property located within their respective Units or its appurtenances, and for such as is not covered by the Condominium master policies, particularly any deductible; provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Trustees shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Unit Owners shall in all events maintain liability insurance covering damage to the Condominium in such reasonable amounts as the Trustees may determine and, upon request, provide evidence thereof to the Trustees.

G. Terms and Conditions of Policies. Policies for casualty insurance, and to the extent applicable, such other policies of insurance, shall provide: (i) that the insurance company waives any right of subrogation against the Trustees, their agents and employees, and the Unit Owners, their respective employees, agents, tenants and guests to the extent they are not specifically obligated hereunder; (ii) that the insurance shall not be prejudiced by any act or neglect of any Unit Owners or occupants or any other person or firm (including employees and agents of the Trustees) when such act or neglect is not within the control of the Trustees (or Unit Owners collectively) or by failure of the Trustees (or Unit Owners collectively) to comply with any warranty or condition with regard to any portion of the premises over which the Trustees (or Unit Owners collectively) have no control; (iii) that such policies may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to all Unit Owners and First Mortgagees; (iv) that recovery thereunder shall not be

affected on account of the availability of proceeds under any policies obtained by individual Unit Owners covering their Units; and (v) if obtainable, that the company shall waive any right it may have under the policy to repair or restore damage should the Unit Owners elect to terminate the Condominium because of such damage.

Such insurance policies may provide for a reasonable deductible from the coverage thereof as determined by the Trustees in their reasonable discretion. In the event of any loss which relates in part to insurable portions of a Unit, or Units, and/or in part to the Common Areas and Facilities, the Trustees shall apportion the deductible amount directly proportional to the amount of such loss related to such Unit, or Units, and/or the amount of the loss related to the Common Areas and Facilities. Where such loss is solely to a Unit, the deductible amount shall be borne solely by the Unit Owner thereof. Where such loss is solely to the Common Areas and Facilities, such loss shall be borne from the common funds.

H. Insurance Appraisal. The Trustees may obtain an appraisal of the full replacement value of the property to be insured in accordance with the foregoing provisions of this Section, without deduction for depreciation, for the purpose of determining the amount of insurance to be maintained pursuant to this Section. If the Trustees in their discretion deem it necessary, they shall upon notification of improvements to be made to a Unit by a Unit Owner, increase the insurance coverage afforded by said master policy.

I. Trustees as Insurance Trustees. The Trustees shall (i) have exclusive authority to negotiate all losses as herein provided for, (ii) collect and receive all loss insurance proceeds, and (iii) hold, use, apply and disburse the same in accordance with the applicable provisions of this Declaration of Trust for the benefit of the Unit Owners and their respective mortgagees. The Trustees may name an authorized representative to enter into the insurance trust agreement who shall have exclusive authority to negotiate losses under any policy providing such coverage to such damage (the "Insurance Trustee").

J. Notification of Mortgagees. The Trustees, on behalf of the organization of Unit Owners, when requested by First Mortgagees, shall give written notice to such mortgagees of such loss to the Common Areas and Facilities, or to the Unit mortgaged, as the First Mortgagee requests.

K. Certificates of Insurance. Certificates of insurance with proper mortgagee endorsements, when requested, shall be issued to Unit Owners or their designees. The Trustees may charge a reasonable administrative fee for issuing such certificates.

L. Notification to Trustees of Improvements. Each Unit Owner shall notify the Trustees in writing of all improvements to his/her/its Unit (except personal property other than fixtures) which exceed a total value of Ten Thousand Dollars (\$10,000.00) within twenty (20) days after the commencement of construction or installation of such improvement, and upon receipt of such notice, the Trustees shall notify the insurer under any casualty policy obtained pursuant to this Section of such improvements and shall, if necessary, purchase additional casualty insurance in such amounts as may be required under this Section. Any premium increase caused by insuring such improvements may be assessed to the Owner of the improved Unit as a Common Expense attributable to such Unit. No Unit Owner shall be entitled to receive insurance proceeds for repair, replacement or restoration of any such improvement not so reported to the Trustees, unless otherwise consented to by the Trustees.

5.7. Rebuilding, Restoration and Condemnation. The following provisions shall apply in the case of casualty loss or condemnation:

A. Casualty Loss. In the event of damage to or destruction of the Condominium as a result of fire or any other casualty, the Trustees shall proceed as follows:

(i) Casualty Loss to Units. Where such damage or destruction is solely to a Unit, or Units, the Insurance Trustee designated herein shall promptly adjust and collect the loss and disburse the master policy insurance proceeds in appropriate progress payments with appropriate retainage to the Unit Owner(s) affected so as to facilitate and ensure the repair and restoration of the Unit or Units so damaged or destroyed. The affected Unit Owner(s) shall bear any cost or expense for such repair and restoration in excess of the available insurance proceeds under the master policy, including any excess resulting from the application of any deductible thereon. Where more than one Unit is so damaged or destroyed, said proceeds and deductible shall be apportioned based upon the basis of the relative damage to each Unit; provided, however, that if such damage or destruction is caused by Chapter 183As or omissions of a Unit Owner, his/her/its family servants, agents, employees, invitees, licensees or lessees, any deficiency in the insurance proceeds shall be borne solely by such Unit Owner. Similarly, should there be any deficiency in the insurance proceeds resulting from a Unit Owner's failure to promptly and accurately report any improvements to his/her/its Unit, such deficiency shall be borne by such Unit Owner.

(ii) Casualty Loss to Units and Common Areas and Facilities or Common Areas and Facilities Only. Where such damage or destruction is solely to the Common Areas and Facilities, or to both the Common Areas and Facilities and Units, the Trustees, in their reasonable discretion, shall forthwith determine whether or not the loss exceeds ten percent (10%) of the value of the Condominium immediately prior to the casualty and thereupon shall notify all Unit Owners of such determination. In furtherance thereof the Trustees may employ such persons, firms or entities as are, in their judgment appropriate to assist in such determination.

a) Loss Less Than Ten Percent. If the loss as so determined is less than, or equals, ten percent (10%) of the value of the Condominium immediately prior to the loss, the Trustees shall proceed as provided in Section 5.9.A.i above, provided that the Common Areas and Facilities shall be repaired and restored by the Trustees and any deficiency thereto relating shall be a Common Expense payable from common funds or by Special Assessment.

b) Loss in Excess of Ten Percent. If the loss to the Common Areas and Facilities as so determined exceeds ten percent (10%) of the value of the Condominium immediately prior to the loss, the Trustees shall seek the agreement of Unit Owners holding at least seventy-five percent (75%) of the Undivided Interest in the Condominium by submitting to the Unit Owners a form of agreement (the "Restoration Agreement") whereby the Unit Owners authorize the Trustees to proceed with the necessary repair and restoration, together with a copy of the provisions of Section 17 of Chapter 183A.

(1) If such percentage of Unit Owners agree (by executing the Restoration Agreement) to proceed to the necessary repair or restoration, then the Trustees shall proceed thereto as provided in subparagraphs i and ii.a above; provided that the cost of such repair and restoration in excess of available insurance proceeds shall be a Common Expense payable from common funds or by special assessment, if necessary; and further provided, however, that any Unit Owners who did not so agree may apply to the Superior Court of the county in which the Condominium is located on such notice to the Trustees as the Court shall direct, for an order directing the purchase of their 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.

(2) If such percentage of Unit Owners do not, within one hundred twenty (120) days after the date of the casualty, agree to proceed with repair or restoration (by executing the Restoration Agreement and returning it to the Trustees), 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 due to the casualty shall, to the extent permitted by law, be paid first to the First Mortgagee, if any, up to, but not in excess of, the then principal balance secured thereby and any accrued interest and other charges then due to such First Mortgagee, and thereafter to the Unit Owner; if First Mortgagees, of which the Trustees have received notice, holding mortgaged on Units having at least fifty-one percent (51%) of the Undivided Interests approve a suit for partition then 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 the partition sale together with any common funds shall be divided among the Unit Owners, in proportion to their Undivided Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of its share of such funds, such amounts as may be necessary to discharge or reduce amounts owed for Common Expenses or to any First Mortgagee holding a mortgage on such Unit. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A.

The Trustees shall perform emergency work essential to the preservation and safety of the Property or the safety of persons, or required to avoid the suspension of any essential service to the Condominium, including, but not limited to sewage disposal, without having first adjusted the loss or obtained proceeds of insurance or otherwise having complied herewith.

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, at the option of the Trustees, divided among the Unit Owners in proportion to their respective Undivided Interest; provided, however, that no provision herein shall be deemed to give a Unit Owner or any other party priority over any rights of the holder of a First Mortgage

(if any) on such Unit Owner's Unit pursuant to such mortgage in the case of a distribution to such Unit Owner of insurance proceeds for losses to Units and/or Common Areas and Facilities. First Mortgagees of Units will be entitled to priority with respect to any insurance proceeds distributed to their mortgagors.

Notwithstanding anything to the contrary contained in this Section 5.7.A, in the event that any Unit Owner shall dissent from any determination of the Trustees with respect to the value of the Condominium or any other determination or action of the Trustees under this Section 5.7.A by notice in writing to the Trustees within ten (10) days after such determination or action then either the Trustees or the dissenting Unit Owner may submit the matter to arbitration to be conducted in accordance with the rules and procedures of the American Arbitration Association. The cost of such arbitration shall be borne equally by the parties.

Notwithstanding anything to the contrary contained in the preceding paragraphs of this subsection, the Trustees shall not, in any event, be obliged to proceed with any repair or restoration, unless and until they have received funds in an amount equal to the estimate of the Trustees of all costs thereof.

The foregoing provisions are intended to comply with Section 17 of Chapter 183A and to be, in addition, consonant with the requirements of FHLMC and FNMA. To the extent there is a conflict between the provisions hereof and Chapter 183A, then Chapter 183A shall control.

B. Eminent Domain. If more than ten percent (10%) of the Condominium is taken under any power of eminent domain, the taking shall be treated as a "casualty loss", and the provisions of Section 17 of Chapter 183A shall apply. Where one or more Units have been substantially altered or rendered uninhabitable as a result of a partial taking, and the Unit Owners vote to restore and continue the Condominium pursuant to the provisions of Section 17 of Chapter 183A, the Trustees shall have the authority to acquire the remaining portions of such Units, for such price as the Trustees shall determine, provided that any Unit Owner of such remaining portion who does not agree with such determination may apply to the Essex Superior Court for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court. Where as a result of a partial taking any Unit is decreased in size, or where the number of Units is decreased by a partial taking, then the Trustees may make such provision for realignment of the undivided interests in the Common Areas and Facilities as shall be just and equitable, and shall record an amendment to the Master Deed reflecting the same.

In the event of a total or partial taking under the powers of eminent domain, the Unit Owners shall be represented by the Condominium acting through the Trustees. In the event of a partial taking the award shall be allocated among the affected Units according to their appurtenant Undivided Interest, and paid first to the extent permitted by law to the First Mortgagee of such Unit(s), if any, up to, but not in excess of the then principal balance secured thereby and any accrued interest and other charges then due the First Mortgagee. In the case of a total taking of all Units and the Common Areas and Facilities, the entire award shall be payable to the Trustees, to be allocated among the Units according to their appurtenant Undivided Interest, and paid first to the extent permitted by law to the First Mortgagee of such Unit(s), if any, up to, but not in excess of, the then principal balance secured thereby and any accrued interest and other charges then due the First Mortgagee. As to any portion or portions of any

award which are attributable to direct or consequential damages suffered by particular Units, they shall be payable to the Unit Owners of such Units and their mortgagees as their interests may appear.

5.8. Improvements to the Units and Common Areas and Facilities. If fifty percent (50%) or more but less than seventy-five percent (75%) of the Unit Owners agree to make an improvement to the general Common Areas and Facilities, the cost of such improvement shall be borne solely by the Unit Owners so agreeing. Seventy-five percent (75%) or more of the Unit Owners may agree to make an improvement to the general Common Areas and Facilities and assess the cost thereof to all Unit Owners as a Common Expense, but if such improvement shall cost in excess of ten percent (10%) of the then-current value of the Condominium, including the building and the Common Areas and Facilities and the units, any Unit Owner not so agreeing may apply to the Essex Superior Court on such notice to the Trustees and Unit Owners, as the Court shall direct, for an order directing the purchase of his or her Unit by the Trustees at fair market value thereof, as approved by the Court. The cost of any such purchase shall be a Common Expense.

5.9. Rules Regulations Restrictions and Requirements. The use of the Condominium and each Unit Owner's Unit shall be restricted to and shall be in accordance with the provisions of the Condominium Documents and Legal 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 the rules and regulations governing the operation, appearance and use of the Common Areas and Facilities including, without limitation, Limited Common Areas, the exclusive use of which is for one or more Units, and otherwise providing for the administration of the Condominium as contemplated by the Master Deed and this Declaration of Trust, and in interpretation thereof (the "Rules and Regulations"); provided, however, that any such Rules and Regulations shall not be promulgated and/or amended which will materially and adversely affect the interests of any First Mortgagee. Any such Rules and Regulations shall be consistent with provisions of the Master Deed, this Declaration of Trust and Chapter 183A. Copies of such Rules and Regulations and any amendments or changes thereto shall be furnished by the Trustees to each Unit Owner. Unless otherwise set forth in the Master Deed or this Declaration of Trust, any Rule or Regulation may be modified, amended or revoked upon the vote of Unit Owners holding at least seventy-five percent (75%) of the Undivided Interest at a meeting duly held therefor.

The Condominium Documents, as from time to time amended, shall be enforced by the Trustees. The Trustees may eliminate any violation and the cost and expense of eliminating such shall be chargeable to the Unit Owner who himself/herself/itself or whose family, servants, employees, agents, visitors, lessees, tenants, licensees, or pets are responsible for such violation, and fails to cure such violation promptly after written notice thereof. Except as otherwise provided in the immediately preceding sentence, the cost of eliminating a violation shall be a Common Expense. The Trustees may also levy reasonable fines against the Unit Owner for such violations if any such violation is not cured within three (3) days after notice thereof, and such fine shall constitute a portion of such Unit Owner's Common Expenses which shall be payable by the Unit Owner of such Unit upon demand. For each day a violation continues after notice it shall be considered a separate violation. In the case of persistent violation, the Trustees shall have the power, after notice and hearing, to require the Unit Owner to post a bond, or other security as they may determine, to provide for adherence.

In enforcing the Condominium Documents as to leased Units, the Trustees may proceed against the Unit Owner, the tenant, or both as the Trustees in their sole discretion may determine. A failure of a tenant to pay a fine upon demand shall constitute grounds for the Trustees to obtain the removal of such tenant from the Condominium as provided in Section 5.19, below.

5.10. Pets. Subject to the applicable restrictions contained in the Master Deed, upon written Trustee approval, Unit Owners may keep in the Units customary household pet(s) subject to the following conditions and such other reasonable conditions as the Trustee(s) may by rule and regulation impose:

- A. Such pet(s) shall not interfere with the quiet enjoyment of the Condominium by its residents;
- B. Any permitted pet shall not be allowed upon the Common Areas and Facilities, or open space areas surrounding the Common Areas and Facilities, unless restrained by a leash, transport box or cage; and in no event upon the land portion of the Property save for transit there across, except for areas designated therefor; and
- C. Each Unit Owner keeping such a pet who violates any of the above conditions or permits any damage to or soiling of any of the Common Areas and Facilities or permits any nuisance or unreasonable disturbance or noise shall:
 - i. be assessed by the Trustees for the cost of the repair of such damage or cleaning or elimination of such nuisance and/or
 - ii. be levied such fine as the Trustees may reasonably determine and such legal fees and costs as the Trustees may incur; and/or
 - iii. be required by the Trustees to permanently remove such pet from the Condominium upon five (5) days' written notice from the Trustees.

5.11. Unit Owner Responsibility. Except as may be otherwise specifically provided herein, a Unit Owner shall be fully responsible for Chapter 183A and omissions, feausance, malfeasance and misfeasance, and all other conduct of his/her/its family members, servants, agents, employees, invitees, customers, lessees, tenants, licensees, guests, pets or others upon the Property at the behest of the Unit Owner, and shall indemnify and hold the Trustee harmless from such acts, omissions and conduct, and the consequences thereof.

5.12. Enforcement of Charges, Fines, Obligations. Any charge, fine, or other financial obligation to, of or on any Unit Owner, and/or Unit herein provided for shall constitute a lien upon such Unit and be enforceable to the same manner and extent as for Common Expenses provided for in this Declaration and Section 6 of Chapter 183A.

5.13. Attorneys Fees and Costs. If it is necessary for the Trustees to engage the services of an attorney, or attorneys, for the purpose of enforcing against a Unit Owner, tenant, occupant, or other person bound thereby, any provision of the Condominium Documents or obligations thereunder, and/or for the purpose of defending any action brought by such person(s), and the Trustees should prevail thereon, said

Unit Owner, tenant, occupant or other such person shall be liable for, in addition to any other liability, the fees and costs of such attorneys in so proceeding thereto, including the fees of all experts engaged in connection therewith. As to Unit Owners, the amount of such fees and costs shall constitute a lien upon the Unit, enforceable to the same manner and extent as a lien for Common Expenses, and the Unit Owner shall be personally liable therefor.

5.14. Inspection of Books. The books, accounts and records of the Trustees and of the organization of Unit Owners shall be open to inspection to any one or more of the Trustees, to the Unit Owners and to First Mortgagees. The Trustees may, however, subject to and in accordance with the applicable provisions of Chapter 183A, adopt reasonable rules and impose reasonable restrictions upon such access, including, but not limited to hours and place of availability, fees for reproduction, access only for Condominium-related purposes, and provision for the maintenance of confidentiality as to appropriate records.

5.15. Financial Reports to Unit Owners. Within one hundred and twenty (120) days after the end of the fiscal year, the Trustees shall cause to be provided to the Unit Owners a financial statement which shall include a balance sheet, income and expense statement and statement of funds. At the request of the Owners of any four (4) Units, such financial statement shall be audited by a certified public accountant of such Unit Owners' choosing. The auditing Unit Owner(s) or First Mortgagee(s) shall pay upon demand all reasonable costs and expenses incurred by the Trust in regards thereto.

5.16. Fiscal Year. The fiscal year of the Trust shall be each calendar year ending December 31 or such other date as may from time to time be determined by the Trustees.

5.17. Checks, Notes, Drafts, and Other Instruments. Except as to reserve accounts and checks over \$2,500, all 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 Trustee, or by the condominium managing agent to whom such power may at any time or from time to time be delegated. Checks in excess of \$2,500 and drawn on the Trust's reserve accounts must be signed by at least two (2) Trustees.

Any instrument signed by any two (2) or more Trustees which contains or is accompanied by a certification that said Trustees are authorized to execute and deliver the same by appropriate vote of the Trustees, shall be conclusive evidence in favor of every party relying thereon or claiming thereunder.

5.18. Notices to Unit Owners. Unless otherwise required by applicable law or order of court, every notice to any Unit Owner shall be deemed sufficient and binding if a copy of such notice shall be given by one or more of the Trustees to such Unit Owner by leaving such notice, or mailing it postage prepaid and addressed to such Unit Owner, at his/her/its address at the Condominium, unless such Unit Owner has designated in writing to the Trustees some other address for the receipt of notices. Such notice shall be given within such time period as herein, or by such court, required, and if there be no specified period then at least seven (7) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given.

5.19. Information to be Provided by Unit Owners to Trustees and Tenants. In the event, and at the time a Unit Owner should assign, lease, sell or otherwise transfer his/her/its interest in his/her/its

Unit, such Unit Owner shall notify the Trustees of the name and address of the person to whom he/she/it is so transferring the Unit, whereupon the Trustees shall provide such person with copies of the Condominium Documents, as they may then be amended, respectively.

No Unit may be leased, rented or let unless upon a written agreement therefore in a form and content acceptable to the Trustees (which may be a standardized form generated by the Trustees for such purposes) and for a term of no less than twelve (12) months; and provided further that (1) a copy of said agreement is provided to the Trustees prior to the occupancy thereunder; (2) said agreement contains a clause whereby the occupants agree to be bound by the Condominium Documents promulgated pursuant thereto which the Trustees shall provide to the occupants upon such reasonable fee as they determine; (3) there is full compliance with all restrictions on occupancy provided for in the Master Deed, including without limitation the provision that at least one resident/tenant of each Unit must be age 55 or above and no resident/tenant may be under the age of 18; (4) it shall be deemed during the period of such occupancy that the Unit Owner has irrevocably appointed and constituted the Trustees as the Unit Owner's attorney-in-fact to seek at the Unit Owner's expense the eviction, equitable relief and/or damages of and/or from such occupants upon any breach of said agreement or a violation of this Master Deed, the By-Laws and/or the Rules and Regulations promulgated pursuant thereto provided that the Trustees first give the Unit Owner notice of said violation and reasonable period to affect a cure; (5) the letting is for the entire Unit; (6) no subletting is permitted; (7) in no event shall it be deemed that a landlord/tenant relationship exists between the Trust and the occupant.

In addition to the foregoing, the Trustees reserve the right to restrict the number of rentals at any one time to no more than two (2) of the Units, or such lower number as may be required by any so-called secondary mortgage market source. The occupation of a Unit by a member of the immediate family (mother, father, son or daughter) of the Unit Owner shall not constitute the renting, letting or leasing of the subject Unit for these purposes. Notwithstanding the foregoing, in such event as during the course of occupancy of a tenant demonstrates a disregard for the provisions of the Condominium Documents, the Trustees shall so notify the Unit Owner who shall thereupon be precluded from extending the tenancy of such occupant beyond the original lease term.

Any failure by the tenant to comply in all respects with the provisions of the Condominium Documents shall constitute a material default in the lease (occupancy agreement), and in the event of such default, the Trustees shall have the following rights and remedies against both the Unit Owner and the tenant, in addition to all other rights and remedies that the Trustees and Unit Owners (other than the owner of the affected Unit) have or may in the future have, against both the owner of the affected Unit and the tenant, all rights and remedies of the Trustees and the Unit Owners (other than the owner of the affected Unit) being deemed at all items to be cumulative and not exclusive. The Trustees shall have the right to give written notice of the default to both the tenant and the Unit Owner. If the default continues for five (5) days after the giving of said notice, then the Trustees shall have the right to levy fines against the owner of the affected Unit in accordance with the provisions of this Declaration of Trust, and terminate the tenancy by giving notice in writing to quit to the tenant in any manner permitted by law, in the name of the landlord (Unit Owner) or in the name of the Trustees, or both. In case of a tenancy at will, the time of such notice shall be sufficient if it is equal to the interval between the days of rent payment, or thirty (30) days, whichever is longer. In case of a lease, seven (7) days' notice (or such other notice as may be required by law) shall be sufficient. Thereafter, the Trustees may initiate and prosecute

a summary process action against the tenant under the provisions of Massachusetts General Laws Chapter 239 in the name of the landlord, or in the name of the Trustees, or both. The Trustees shall be entitled to levy a fine or fines, or give a notice or notices to quit followed by a summary process action or actions, and the Trustees' election to pursue any of the foregoing remedies, either at the same time or in the event of any further default. All of the expenses of the Trustees in giving notice and notices to quit, and maintaining and pursuing summary process actions and any appeals therefrom, shall be entirely at the expense of the owner of the affected Unit, and such costs and expenses may be enforced and collected against the Unit Owner and Unit as if the same were Common Expenses owed by the Unit or Unit Owner.

A true copy of the lease or occupancy agreement shall be delivered to the Trustees forthwith upon its execution. All lease and/or occupancy agreement renewals shall require the prior written consent of the Trustees, and Unit Owners shall be required to provide such information as the Trustees may reasonably request in connection therewith. The provisions of this Section shall take precedence over any other Section in the lease or occupancy agreement. Notwithstanding anything to the contrary herein, and notwithstanding any custom, law or usage to the contrary, it is expressly understood and agreed that neither the Trustees nor the Unit Owners (other than the Unit Owner of the leased Unit) shall ever bear any personal or individual responsibility with respect to said lease or occupancy agreement.

Notwithstanding anything to the contrary in this Section, it is expressly understood and agreed that the provisions of this Section 5.19 shall not apply to the Declarant, nor to any First Mortgagee in possession of a Unit following default by the Unit Owner in his/her/its mortgage, or holding title to a Unit by virtue of a mortgage foreclosure proceeding, or deed or other agreement in lieu of foreclosure.

5.20. Voting, Consents and Action Thereon. In regard to such actions and things as to which the consent or vote of the Unit Owners is required, unless a shorter period or requirement is imposed hereunder or by applicable law, the Trustees shall have a period of three (3) months in which to obtain such consent or vote. No Unit Owner may, after giving his/her/its consent or vote, rescind, modify or revoke such during said period. Should a Unit be sold during said period after the giving of such consent or vote, such consent or vote shall remain valid notwithstanding the change of ownership.

5.21. Acquisition of Units by Trustees. Acquisition of Units by the Trustees for the Trust may be made from the working capital and common funds in the hands of the Trustees, or if such funds are insufficient, the Trustees may levy an assessment against each Unit Owner in proportion to his/her/its Undivided Interest, 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 its appurtenant interests, to be so acquired by the Trustees and/or a pledge of the Common Expense.

5.22. Water, Gas, Electricity, and Other Common Charges. Water, gas and electricity shall be supplied directly to each Unit through separate meters and/or billings, and each Unit Owner shall be required to pay the bills for electricity consumed or used in his/her/its Unit. To the extent not allowed by separate metering, electricity, water, and gas serving the Common Areas and Facilities and/or Limited Common Areas, along with all costs associated with the maintenance, repair and inspection of Pine Hill Road, the Sewage Disposal Facility and Drainage System, and the carrying out of obligations related to

the Open Space Parcels, shall be included in the determination of the Common Expenses and charged to the Unit Owners in proportion to their respective Undivided Interest in the Common Areas and Facilities.

5.23. Mediation and Arbitration. With the exception of the provisions of Paragraph 5.7 hereof, in the event that any Unit Owner or any Trustee is aggrieved by any action or non-action of another Unit Owner or any Trustee, or in the event that any decision requiring a majority or unanimous vote of the Unit Owners or Trustees remains undecided because such vote does not receive a majority or unanimous vote, or is decided contrary to the desires of any Unit Owner or Trustee, such Unit Owner or Trustee shall first submit such action or vote to mandatory mediation. The parties to such dispute over an action or vote shall submit the matter to a mediator experienced in handling controversies arising out of condominium ownership or management. In the event that the parties are unable to mediate their dispute, the matter shall then be submitted to mandatory arbitration. Each party to the controversy or dispute shall choose an arbitrator, and a third arbitrator shall be designated by the arbitrators so chosen. Such arbitration shall be conducted according to rules promulgated by the American Arbitration Association. The findings and results of such arbitration shall be binding upon the parties and may thereafter be submitted to any Court of competent jurisdiction. The cost of the arbitrator chosen by each party to the dispute shall be paid by that party. The cost of the third arbitrator shall be decided as part of the resolution of the dispute.

ARTICLE VI - CONDOMINIUM MANAGING AGENT

6.1. Condominium Managing Agent. At their discretion, the Trustees shall appoint a condominium managing agent, and upon such terms and conditions as the Trustees see fit. The Trustees may delegate to such condominium managing agent such duties as are customarily and usually performed by other Condominium property managers.

6.2. Requirements. Notwithstanding anything to the contrary herein, any agreement with a condominium managing agent shall provide that the management contract may be terminated without cause and without payment of a termination fee or penalty upon ninety (90) days' or less written notice, and the term of such contract shall not exceed three (3) years. The consent of a majority of the Trustees shall be necessary for hiring and dismissing of any of the employees of the Condominium.

ARTICLE VII - MORTGAGES

7.1. Unit Mortgages. Any Unit Owner may, upon notice, but without the prior written approval of the Trustees, mortgage his/her/its Unit to any person, firm or entity.

A. In addition to the requirements of Section 6 of Chapter 183A, the Trustees, whenever so requested in writing by a First Mortgagee, shall promptly report (i) any then unpaid Common Expenses due from, or any other default by, the Unit Owner of the mortgaged Unit; (ii) any other default in the performance by the Unit Owner of the mortgaged Unit of any obligation under the Condominium Documents which is not cured within sixty (60) days after notice to the Unit Owner; (iii) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a mortgage held, insured, or guaranteed by a mortgage holder or insurer or

guarantor, as applicable; (iv) any lapse, cancellation or material modification of any insurance policy or fidelity insurance maintained by the Trustees; (v) any proposed action which requires the consent of a specified percentage of First Mortgagees as specified in the Master Deed or this Declaration of Trust; and/or (vi) any proposed material amendment to this Trust which may affect such First Mortgagee's interests or rights.

B. The right of any Unit Owner to vote, to grant or withhold any consent, and to exercise any other right or option herein granted to a Unit Owner may be assigned or transferred in writing to, or restricted in favor of, any mortgagee holding a mortgage covering that owner's Unit, and the Trustees shall upon receipt of written notice thereof from such Unit Owner or mortgagee be bound by any such assignment or transfer which appears of record to be in full force and effect.

ARTICLE VIII - RIGHTS AND OBLIGATIONS OF THIRD PARTIES DEALING WITH THE TRUSTEES

8.1. Third Parties' Reliance. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in the Registry shall be bound to ascertain or inquire further as to the identity of said Trustees or of any changes therein. The Trustees may issue certificates, in form suitable for recording or otherwise, setting forth facts as to any matter pertaining to the Condominium, and any such certificate signed by a majority of the Trustees as they appear of record shall be conclusive in favor of every party relying thereon as to the matters stated therein relating to the Trust.

8.2. Personal Liability Excluded. 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 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 Unit Owners, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under provisions of Chapter 183A.

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

8.4. Recording. This Declaration of Trust and any amendments hereto and any certificate herein required to be recorded and any other certificate or instrument (including, without limitation, a Certificate pursuant to Section 6 (d) of Chapter 183A signed by a majority of the Trustees in office at the time (or one Trustee if there be but one) which may be deemed desirable to record shall be recorded

with the Registry and such recording shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the Property and/or the Trust Property or any beneficiary hereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with said Registry. Any certificate signed by a majority of the Trustees in office at the time (or one Trustee if there be but one) setting forth as facts any matters affecting the Trust (including statements as to who are the beneficiaries, what action has been taken by the beneficiaries, and matters determining the authority of the Trustees to do any act), when duly acknowledged and recorded with said Registry, 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.

8.5. Certificates Of Incumbency And Address. The Trustees shall from time to time as required by Chapter 183A and/or this Declaration of Trust, record with the Registry appropriate instruments reflecting the composition of the Board of Trustees and the mailing address of this Trust.

ARTICLE IX - AMENDMENT AND TERMINATION

9.1. Amendments To Declaration Of Trust. Except as otherwise provided in this Declaration of Trust and in the Master Deed, this Declaration of Trust may be amended only by (a) the vote of the Unit Owners holding at least seventy-five percent (75%) of the total Undivided Interests in the Condominium, (b) the Unanimous Vote of the Trustees, and (c) the assent of at least fifty-one percent (51 %) of the First Mortgagees (based upon one vote for each Unit subject to a mortgage held by a First Mortgagee). Any such amendment shall be effective when an instrument in writing, signed and acknowledged in proper form for recording by a majority of the Trustees, who certify under oath in such instrument that the amendment has been approved by the requisite vote of Unit Owners, First Mortgagees, and Trustees is duly recorded with the Registry; provided, however, that no such instrument shall be of any force or effect unless the same has been recorded with the Registry within six (6) months after the of approval;

A. No instrument of amendment that alters the Undivided Interest of any Unit Owner in the Common Areas and Facilities shall be of any force or effect unless the same has been signed by the Unit Owner(s) whose Undivided Interest is being so affected;

B. No instrument of amendment affecting any Unit in a manner that impairs the rights, priorities, remedies or interests of a First Mortgagee of record thereon, shall be of any force or effect unless, in addition to the voting requirements specified above, notice has been given pursuant to the provisions hereof and the same has been consented to by such First Mortgagee (which consent shall not be unreasonably withheld, conditioned or delayed);

C. Nothing in this Article IX shall be deemed to impair the right of (i) the Declarant, at any time and from time to time until the Transition Date, and (ii) thereafter, the Trustees, to amend, alter, add to or change this Declaration of Trust without the consent of any Unit Owner (or any mortgagee thereof), the Trustees, or any other person or entity, by an instrument in writing signed and acknowledged by the Declarant and duly recorded with the Registry for the specific purposes of: (a) making minor, clerical or factual corrections to the provisions of this Declaration of Trust, the Master

Deed or to any or all of the Plans; (b) complying with the requirements of the FNMA, FHLMC, or any other governmental agency or any other public or private entity that performs (or may in the future perform) functions similar to those currently performed by such entities in order to induce any such agencies or entities to make, purchase, sell, insure or guarantee institutional mortgages covering Unit ownership, (c) enabling Declarant to exercise any of its rights reserved herein or in the Master Deed including without limitation those relating to the development of future Phases of the Condominium, (d) making technical and other appropriate non-material changes to this Declaration of Trust or the Master Deed as the Declarant deems necessary to effectuate the development of the Condominium, or (e) bringing this Declaration of Trust and the Master Deed into compliance with Chapter 183A, to the extent of any non-compliance, in each case to the extent such amendment does not materially adversely affect any Unit Owner's use and enjoyment of its Unit or any portion of the Common Areas and Facilities;

D. No instrument of amendment which alters the use to which any Unit may be put shall be effective unless, in addition to the voting requirements specified above, such instrument is signed by the Unit Owner(s) of the Units to be affected by such change;

E. No instrument of amendment which alters the voting rights of any Unit Owner shall be effective unless, in addition to the voting requirements specified above, such instrument is signed by the Unit Owner(s) of the Unit(s) to be affected by such change;

F. No instrument of amendment which affects the Declarant's rights under this Declaration of Trust herein shall be effective unless in addition to the voting requirements specified above, such amendment is signed by the Declarant, its successors and assigns; and

G. No instrument of amendment which alters this Declaration of Trust in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force and effect.

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

9.3. Actions Upon 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 satisfying all known liabilities and obligations of the Trust and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, all other property then held by them in trust hereunder, to the Unit Owners as tenants in common, according to their respective Undivided Interest in the Condominium. In making any sale under this provision, the Trustees shall have power to sell by public auction or private contract and to buy in or rescind or vary any contract of sale and to resell without being answerable for loss and, for said purposes, to do all things, including the execution and delivery of instruments, as may be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any

time remaining in their hands or ownership, even though all times herein fixed for distribution of Trust Property may have passed.

ARTICLE X - CONSTRUCTION, INTERPRETATION AND WAIVER

In the construction hereof, whether or not so expressed, words used in the singular or in the plural, respectively, include both the plural and the singular and words denoting persons include individuals, firms, associations, partnerships, companies (joint stock or otherwise), trusts, corporations and limited liability companies unless a contrary intention is to be inferred from them or required by the subject matter or context. The title headings of different parts hereof are inserted only for the convenience of reference and do not control or affect the meaning, construction, interpretation or affect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts. Unless the context otherwise indicates, words defined in Chapter 183A shall have the same meaning herein and to the extent of any conflict between the terms hereof and the requirements of said Chapter 183A, the latter shall govern. The invalidity of any part of this Declaration of Trust shall not impair or affect in any manner the validity, enforceability or effect of the balance of this Declaration of Trust. No restriction, condition, obligation or provision contained in this Declaration of Trust shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

[Signatures follow on next page.]

IN WITNESS WHEREOF said Declarant has hereunto set its hand and seal on the date first set forth above.

DECLARANT:

WENHAM PINES LLC, a Massachusetts
limited liability company

By: _____

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, as Manager of Wenham Pines LLC, a Massachusetts limited liability company, proved to me through satisfactory evidence of identification, by showing me a copy of his identification, which was a Massachusetts driver's license, or personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of said company.

Notary Public

My commission expires:

SCHEDULE I

Summary of Trust Maintenance and Inspection Obligations

1. Appendix D of Operation and Maintenance Plan in Support of Flexible Development/Permit Site Plan for Wenham Pines, prepared by Hancock Associates, Inc., dated December 5, 2016, a copy of which is attached hereto (*relating to inspection and maintenance of drainage and stormwater facilities post-construction*).
2. Open Space Operation and Maintenance Plan for Wenham Pines prepared by Ryan Associates dated December 5, 2016, a copy of which is attached hereto (*relating to the maintenance of the Open Space Parcels*).

HANCOCK
ASSOCIATES

OPERATION AND MAINTAINANCE PLAN

In Support of

Flexible Development / Permit Site Plan

for

WENHAM PINES

At 56-60 Main Street
Wenham, Massachusetts 01984

December 5, 2016

Prepared By:
Hancock Associates
19400

Prepared For:
Wenham Pines, LLC

DANVERS OFFICE:
185 Centre Street, Danvers, MA 01923
Phone: (978) 777-3050 Fax: (978) 774-7816

MARLBOROUGH OFFICE:
315 Elm Street, Marlborough, MA 01752
Phone: (508) 460-1111 Fax: (508) 460-1121

APPENDIX D

Inspection and Maintenance Measures after Construction

Erosion Control

Eroded sediments can adversely affect the performance of the Stormwater management system. Eroding or barren areas should be immediately re-vegetated.

Subsurface Infiltration Facilities

The infiltration facilities should be inspected after the first several rainfall events or first few months after construction, after all major storms (2-year), and on regular bi-annual scheduled dates. Ponded water inside the system (as visible from the observation well) after several days often indicates that the bottom of the system is clogged.

Debris and Litter Removal

Trash may collect in the BMP's, potentially causing clogging of the facilities. All debris and litter shall be removed when necessary, and after each storm event.

Deep Sump Catchbasins

The catchbasins shall be inspected four (4) times per year, and if necessary, any maintenance shall be performed so that it functions as designed. The catchbasins shall be cleaned twice per year, or when sediment in the bottom of the sump reaches 24 inches below the bottom of the outlet. Inlet and outlet pipes should be checked for clogging. At a minimum, inspection of the catchbasin shall be performed during the last week of April and the first week of October each year.

Good Housekeeping Practices (in accordance with Standard 10 of the Stormwater Management Handbook to prevent illicit discharges)

Provisions for storing paints, cleaners, automotive waste and other potentially hazardous household waste products inside or under cover

- All materials on site will be stored inside in a neat, orderly, manner in their appropriate containers with the original manufacturer's label.
- Only store enough material necessary. Whenever possible, all of a product shall be used up before disposing of container
- Manufacturer, local, and State recommendations for proper use and disposal shall be followed.

Spill prevention and response plans

Spill Control Practices shall be in conformance with the guidelines set forth in

the National Pollutant Discharge Elimination System (NPDES) Stormwater Pollution Prevention Plan (SWPPP)

- Consider using organic fertilizers. They release nutrients more slowly.
- Pesticides shall be applied on lawns and gardens only when necessary and applied only in the minimum amounts recommended by the manufacturer.

Pet waste management

- Scoop up and seal pet wastes in a plastic bag. Dispose of properly, in the garbage.

Provisions for operation and management of septic systems

- To be determined by the owner

Provisions for solid waste management

- To be determined by the owner.

Snow disposal and plowing plans relative to Wetland Resource Area

- Snow shall be plowed and stored on gravel, grass, or other permeable surfaces to allow filtration to occur.
- Once snow melts all sand salt and debris shall be extracted from surface and properly disposed of.
- Snow shall not be disposed of in any wetland resource area or waterbody.
- Avoid disposing snow on top of storm drain catchbasins or stormwater drainage swale.

Winter Road Salt and/or Sand use and storage restrictions

- Salt storage piles should be located outside the 100-year buffer zone and shall be covered at all times.
- The amount of road salt applied should be regulated to prevent over salting of roadways and increasing runoff concentrations. Alternative materials, such as sand or gravel, should be used in especially sensitive areas.

Roadway and Parking Lot sweeping schedule

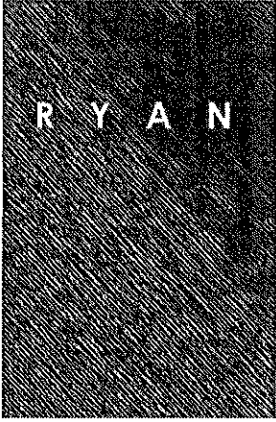
- Pavement sweeping shall be conducted at a frequency of not less than once per year
- Removal of any accumulated sand, grit, and debris from driveway after the snow melts shall be completed shortly after snow melts for the season.

Training for staff or personnel involved with implementing Long-Term Pollution Prevention Plan

- To be determined by the owner.

List of Emergency Contacts

- To be determined by the owner.



A S S O C I A T E S
L A N D S C A P E A R C H I T E C T U R E A N D P L A N N I N G

Building 4
144 Moody Street
Waltham, MA 02453
PH: 781-314-0401
FX: 781-314-0401

OPEN SPACE
OPERATION AND MAINTAINANCE PLAN

In Support of

Flexible Development / Permit Site Plan

for

WENHAM PINES

At 56-60 Main Street
Wenham, Massachusetts 01984

December 5, 2016

Prepared By:
Ryan Associates

Prepared For:
Wenham Pines, LLC

WENHAM PINES OPEN SPACE OPERATION AND MAINTAINANCE PLAN

Overview

The Wenham Pines Open Space plan is intended to transform a site that has been managed as a golf course for nearly ninety years by placing most of the site under a conservation easement. This easement and management plan will allow it to be preserved and mitigate for the impacts and disturbances that have been necessary to maintain it as a golf course. The successional processes that characterize New England landscapes were halted during those years including along the Alewife Brook and its associated wetlands so that clear play could be maintained. Under golf course management the site was almost exclusively irrigated and fertilized, mown turf. By contrast this plan creates a dynamic matrix of landscape types from woodland, successional woodland, field and meadow, wetland, and home landscapes in nearly equal proportion with the home landscapes, characterized by irrigated lawn and ornamental planting, constituting the smallest area.

The Open Space at Wenham Pines is the area under Conservation Restriction and a Conservation Easement. As shown on the Management Plan, The Open Space is generally defined by a 15' offset from the rear and side elevations of the new homes with the side yard offset line extending to the street. All areas not within this area and excluding the street and area around the historic home on Main Street are part of the Open Space, approximately 70% of the property. The corners of the open space bounds around the residence will be monumented with boulders each at least 250 pounds in weight set into the ground at these locations. These boulders will be marked with a simple "+" saw cut at their apex as detailed to distinguish them from other boulders or outcroppings that might occur on site.

The care and management of the Open Space shall be the responsibility of the Homeowners Association (HOA) made of up the owners of the 24 residential condominium units of this age-restricted condominium community. The HOA is bound to the terms of the restriction under the zoning regulations and special permit decision of which these guidelines and supporting plans are a part. The Town of Wenham Conservation Commission and the HOA shall conduct a biennial site walk for the purpose of reviewing the maintenance and use of the Open Space in accordance with the restriction.

The Open Space includes three landscape types, or areas, each with their own character and program for maintenance:

- (1) Woodland,
- (2) Open Grassland, and
- (3) Wetland Areas

These areas are shown on the Landscape Management Plans. Permitted uses and/or activities in these of these areas include:

- 1) The maintenance of these areas and the maintenance of site utilities located within the Open Space,

- 2) The enjoyment of the land as might be had from walking mown and preserved pathways through the open space, and
- 3) The maintenance of its scenic benefit as it may be enjoyed as viewed from within the homes, or from the roadways and sidewalks.

The user group of the Open Space is limited to Wenham Pines homeowners, residents, and their guests. Walking paths will be maintained within the open space as described below. These paths include existing gravel and asphalt golf course paths with three stream crossings. These are being preserved both for the access they provide as well as to avoid the disturbance their removal or abandonment would cause. One crossing is a wooden footbridge and two are culverts. These will be maintained in good condition and replaced in kind as necessary. The asphalt paths are to age in place and are not to be repaved or expanded. Similarly, the gravel paths shall be maintained, but must be allowed to naturalize over time as the drop in usage and the shift from mechanized to non-mechanized use will allow them to become increasingly vegetated. The predominant path type will be mown paths.

The Wenham Pines HOA is also responsible for the care and maintenance of the common areas around the homes that are not part of the Open Space. These areas will be typified by irrigated lawn and ornamental planting around the homes including shade and street trees. All planting must be native or noninvasive. As depicted on the management plans, the care of the common space and the open space management areas overlap across the Open Space bounds. The purpose of this is to relate lines of care to real features on the ground, relating care and maintenance to landforms, existing vegetation, and other site conditions including the relationships between buildings one to another and to the site. A mow line, for instance, at the top or bottom of a slope is easier to establish and maintain from year to year than is one that is mid-slope and seemingly arbitrary. In the case irrigated lawn around the buildings, irrigation heads will be located only in the common areas, and the limits of their distribution will define the extent of mowing. In this way the management plan also aims to recognize the particular challenge set before the HOA of maintaining a landscape like this where the landscape is not static and there is a lot of successional activity. In some cases these changes will occur on a short time line; in others, the transition may take a very long time indeed, as in the transition from golf course to woodland. The HOA will need to manage expectation in these regards along with the need to address real and perceived health and safety concerns which may include tick, insect, and fire control. The management plan is intended to be an aid in this effort.

THE OPEN SPACE MAINTENANCE AREAS:

(1) Wooded Areas

Overview: The "Existing Woods" and "Area to Naturalize" as called out on the management plan are naturalized areas where woody vegetation is already established or will be allowed to become established. Existing wooded areas occur on site primarily around the perimeter of the site. Areas that will be allowed to naturalize into woodland are primarily adjacent to existing wooded areas, along the wetland areas and the intermittent stream, and along Route 1A where the intent is to screen views into the site and limit views of the homes from Main Street. On this site, and in New England generally, areas left undisturbed will naturalize into woodland by means of the successional process.

That process is interrupted by mean of tilling soil, mowing, and cutting. To the fullest extent possible, those activities will prohibited in these areas. The successional process will be generally allowed to proceed on its own accord.

Disturbed Areas: Areas to naturalize as woodland that are disturbed by development will be seeded in the same manner as the meadow areas—the difference being a prohibition on mowing. These areas will be allowed to begin as grassland and succeed in stages into woodland.

Undisturbed Golf Course Turf Areas: the turf in these zones will also be allowed to succeed.

Supplemental Planting: If supplemental planting is contemplated, suitable plants are those suitable for native restoration conservation planting and are typical to the site and its immediate surrounds. Such work must be performed in consultation with the town Tree Warden.

Maintenance: The maintenance of and within the wooded areas will generally be limited to health and safety concerns and may include the removal of hazardous trees or the eradication or prevention of invasive species. Where possible, felled trees should remain in place on site.

Maintenance shall also be permitted for walking path upkeep and access to existing and proposed utilities. Walking paths shall be maintained by continued mowing where they pass through areas of existing turf. Path width should not exceed 8 feet and the mowing height shall not be less than 4 inches. Mowing frequency shall be determined by growth rate. Under optimal growing conditions, mowing may occur on a weekly basis, although mowing frequency may be far more irregular under typical conditions through much of the growing season. Where paths follow existing cart and maintenance paths they shall remain unaltered. However, the character of these paths will naturalize due to the drop in usage and the shift from mechanized to non-mechanized use. If in time the paths become shaded by woodland vegetation to the extent that light levels are insufficient for turf, these paths may be maintained as leaf-covered woodland paths.

Signage: Site signage shall be introduced and maintained as depicted on the management plan where “Areas to Naturalize” border “Meadow” areas subject to mowing in locations where the area to naturalize buffer wetland areas. The twelve by sixteen inch signs shall be MUTCP-grade aluminum mounted thirty-six inches high on a galvanized steel post and shall read: “Conservation Area – Do Not Mow.”

(2) Meadow Areas

Overview: The “Meadow Areas” are naturalized areas where woody vegetation will be prevented from becoming established by means or periodic mowing. Lower grass species which grow 1.5-3 feet in height and herbaceous species which may grow to 2-4 feet in height will characterize these areas. Where undisturbed by development activities, golf

course turf will remain. In areas disturbed by development the meadow areas will be established by seeding and maintained by mowing as described below.

Disturbed Areas: Seed mixes used to establish areas disturbed by development or for restoration must consist of all native species, tolerant of dry to mesic conditions and intended for full to mostly sunny locations, and be appropriate for meadows, slopes, and locations where long term stabilization is required. An appropriate seed mix will consist of 85-95% grass species 5-15% herbs/forbs. The following mix as developed for the NHESP-MassDOT Pollinator Project (Low Mix A1 – 2016E) is representative of an appropriate native, low habit mix. Similar commercially available mixes are acceptable. Seeding rates should follow supplier specifications, typically 8-12 lbs/acre on relatively flat areas and up to double on areas where slopes exceed 3:1. An annual cover crop may be used in addition for stabilization (grain oats 1 January to 31 July OR grain rye 1 August to 31 December).

Representative Mix: NHESP-MassDOT Pollinator Project (Low Mix A1 – 2016E)

<u>Botanical Name</u>	<u>Common Name</u>	<u>% PLS</u>
Grass		
Schizachyrium scoparium	Little Bluestem	63.30%
Elymus virginicus	Virginia Wild Rye	20.00%
Panicum clandestinum 'Tioga'	Deer Tongue 'Tioga'	5.00%
Agrostis perennans	Upland Bentgrass	2.00%
Juncus tenuis	Path Rush	1.00%
		<u>91.30%</u>
Herb/Forb		
Chamaecrista fasciculata	Partridge Pea	2.50%
Rudbeckia hirta	Black-eyed Susan	2.00%
Asclepias tuberosa	Butterfly Milkweed	1.50%
Lespedeza capitata	Roundhead Bush Clover	1.00%
Geum canadense	White Avens	1.00%
Pycnanthemum muticum	Bigleaf Mountain Mint	0.30%
Euthamia caroliniana	Slender Goldentop	0.30%
Baptisia tinctoria	Wild Indigo	0.10%
		<u>8.70%</u>
		100.00%

Note: This is a representative mix and species list, not a specified mix and list.

Undisturbed Golf Course Turf Areas: in these zones golf course turf will remain.

Supplemental Planting: If supplemental planting is contemplated, suitable plants are those suitable for native restoration conservation planting and are typical to the site and its immediate surrounds. Such work must be performed in consultation with the town Tree Warden.

Maintenance: The Meadow areas will be maintained by means of occasional mowing for the purpose of preserving these areas as open grassland and preventing the

process of succession into forest. At a minimum, mowing shall occur on an annual or biennial basis at the end of the growing season. At a maximum, mowing shall occur on a biannual basis. If biannual, the first mowing shall occur within the middle third of the growing season. Biennial, annual, and biannual mowing may be used in combination to promote varied visual interest, varied habitat, and increased biodiversity across the site. Mowing clippings shall be left in place and not be collected or removed or removed from the site.

Walking paths through the meadow areas will be maintained by mowing. Path width should not exceed 8 feet and the mowing height shall not be less than 4 inches. Mowing frequency shall be determined by growth rate. Under optimal growing conditions, mowing may occur on a weekly basis, although mowing frequency may be far more irregular under typical conditions through much of the growing season.

Signage: Site signage shall be introduced and maintained as depicted on the management plan where "Meadow" areas subject to mowing border "Areas to Naturalize" in locations where the area to naturalize buffer wetland areas. The twelve by sixteen inch signs shall be MUTCP-grade aluminum mounted thirty-six inched high on a galvanized steel post and shall read: "Conservation Area – Do Not Mow."

(3) Wetlands

Overview: The wetland areas are subject to all the regulations pertaining to wetlands and their protection and care. Every effort must be made to limit uses and activities within the wetland areas and their setbacks to what is permitted and to safeguard against those that are not. The wetland areas primarily border Alewife Brook which flows across the southern edge of the site from Wenham Lake to the east to the Miles River. The brook flows through a culvert under Route 1A/Main Street across the site from west to east to the Miles River through a culvert under the MBTA rail line at the eastern edge of the site. The FEMA Zone follows the 39' contour on either side of the brook with the wetland area generally falling within the 34' contour. Additionally, one small isolated vegetated wetland is located near the historic farmhouse and two are located near the northeast corner of the site.

In addition to Alewife Brook, an intermittent stream flows from north to south to the Alewife Brook across the site roughly 250' to the east and parallel to Main Street. The flow of this stream comes from a drainage area which includes the Main Street Cemetery and a portion of the Wenham County Club to the north. It currently flows through a culvert located at the property line shared with the private residence located at 62 Main Street between the site and the cemetery.

It is important to note the previous use of the property as a golf course required maintaining the wetland area in a condition that allowed play to occur over and across the wetlands. It is reasonable to assume that herbaceous plant communities that now characterize these areas will undergo a successional transformation over time to more woody plants.

Disturbed Areas: As noted above the disturbance of these areas for golf course play are ending. The development plan made every effort to create no disturbance within

the wetland resource areas. However, the roadway bridge crossing the Intermittent stream was necessary for site access. The project provided mitigation for area lost to the roadway by replicating the lost area nearby. All future disturbance should be avoided.

Undisturbed Golf Course Turf Areas: Almost without exception, the maintenance plan provides for all areas that border the wetlands that may have been maintained as golf course in the past to succeed and naturalize.

Supplemental Planting: If supplemental planting is contemplated, suitable plants are those suitable for native restoration conservation planting and are typical to the site and its immediate surrounds. Such work must be performed in consultation with the town Conservation Commission and Tree Warden.

Maintenance: Although no new development is located on the south side of the brook, the golf course has three paths crossing the brook that will remain. These paths are primarily gravel where they pass through the wetlands at the stream crossings. These are being preserved both for the access they provide as well as to avoid the disturbance their removal or abandonment would cause. One crossing is a wooden footbridge and two are culverts. These will be maintained in good condition and replaced in kind as necessary. The gravel paths shall be maintained in stable, passable condition, but must be allowed to naturalize over time as the drop in usage and the shift from mechanized to non-mechanized use will allow them to become increasingly vegetated. They may in time become mown paths. The condition of these paths should be regularly assessed to insure their good condition.

The project will continue to use the irrigation pump house on south side of Alewife Brook and the irrigation main crossing the Brook for irrigating the areas around the homes. The pump house and main must be maintained in good working order and may be replaced in kind as necessary.

The Homeowner's Association's biennial site walks with the Town Conservation Commission will review the entirety of the Open Space, but the wetland areas will likely be the focus of particular attention. At all times the HOA must be aware that work within the wetland area can only be undertaken with the Commission's oversight. One potential future area of concern is the management of invasive plant species. Several species were identified on site during the permitting process (purple loosestrife, multi-flora rose, and reed canary grass). These bear continued monitoring and assessment as to their impacts along with the impacts of methods of control and possible eradication. This monitoring should be part of the biennial review. As noted above it is important to note that golf course activities required maintaining the wetland area in a condition that allowed play to occur over and across the wetlands. It is reasonable to assume that herbaceous plant communities that now characterize these areas, including these invasive species, will undergo a successional transformation over time to more woody plant communities. Site walks and reviews in these matters should account for the benefit of the time over which this management plan and the Conservation Restriction and Easements will allow these successional processes to play out.

SCHEDULE II

Unit Owner Maintenance Obligation

WHEREAS, the Unit Owners are entitled to exclusive possession of their respective Units pursuant to M.G.L. c.183A, §4, and also have the responsibility to properly maintain and repair their respective Units pursuant to Article V, Section 5.2 of the Declaration of Trust.

WHEREAS, the Board of Trustees (the “Trustees”) seeks to ensure that the Condominium, including the Units, are properly maintained so to prevent mold growth on the Condominium premises;

WHEREAS, it is essential that any moisture and water intrusion be promptly addressed to inhibit the growth of mold;

WHEREAS, it is critical that the Trustees be alerted immediately to the first signs of water intrusion within a Unit or the common areas of the Condominium to prevent and/or minimize the spread of water intrusion and moisture-related conditions to the Common Elements, the affected Unit and other Units in the Condominium;

WHEREAS, the Unit Owners, having the exclusive possession of their respective Units, are solely able to observe any evidence of water intrusion, excessive moisture and/or corresponding mold growth within said Units; and

WHEREAS, there is a need to establish both orderly and uniform procedures to address moisture and water intrusion in Units and common areas for the purpose of protecting the Units and Common Elements of the Condominium.

NOW, THEREFORE, that the following obligations are the responsibility of each Unit Owner at the Condominium:

1. Unit Owners shall be responsible to keep up and maintain their Units in a dry and clean manner and state, with a minimum air temperature with the Unit of not less than 55° degrees Fahrenheit and, for any Unit with a cooling system, a maximum air temperature of not greater than 77° Fahrenheit. Indoor relative humidity must be maintained between 30% and 55% at all times.
2. Unit Owners shall be responsible to:
 - (i) clean and dust the surfaces within a Unit on a regular basis;
 - (ii) immediately remove visible moisture accumulation on windows, windowsills and any other surfaces within the Unit;
 - (iii) immediately clean, dry and disinfect all liquid spills or leaks within the Unit;

- (iv) not block or cover any heating, ventilation or air-conditioning ducts and keep furniture and furnishings away from such ducts;
- (v) engage a professional remediation company to mitigate any damage to the Unit resulting from leaks or spills;
- (vi) consider replacement of water heaters prior to the end of the warranty period, and in any event, inspect water heaters periodically for leaks;
- (vii) use braided metal hoses or high pressure equivalent on washing machines, if any;
- (viii) utilize licensed plumbers and electricians for any plumbing or electrical work within the unit;
- (ix) properly maintain, caulk, repair and replace all windows and skylights serving the unit to ensure they remain free of leaks or condensation; and
- (x) notify the Trustees in writing of a contact person and emergency number if they are away from the unit for a period of two (2) days or more.
- (xi) not pour or dispose of any solvents, paints, grease or other substances which are harmful to the septic systems down any sinks, toilets or drains.

3. Unit Owners shall be solely responsible to ensure that any vents or exhaust fans serving the Unit are vented properly to the exterior of the building and kept clear of ice and snow, including, without limitation, heating or furnace vents, bath exhaust vents, stove vents and laundry dryer vents. In the event they are not properly vented, the Unit Owner shall repair the same, obtaining the written consent of the Trustees prior to undertaking any work in the common areas. In addition, Unit Owners shall be solely responsible to inspect, clean and maintain (including changing filters), at least annually, all such vents and exhaust fans.

4. Unit Owners are required to report immediately, in writing, delivered to the Trustees:

- (i) any evidence of water leak or water infiltration or excessive moisture in the Unit or common areas;
- (ii) any evidence of mold or fungi growth within the Unit that cannot be completely removed with a common household cleaner; and/or
- (iii) any failure or malfunction of any heating, ventilating or air conditioning system serving the Unit.

5. Unit Owner s shall be responsible and liable for any expenses incurred by the Trustees for the maintenance, repair, replacement, cleaning and remediation to repair the Unit and to

remove mold from the Unit in the event the Unit Owner fails to properly and promptly undertake the same. Notwithstanding the foregoing, the Trustees shall have no obligation to take any action within a Unit, but may do so in its sole discretion. Unit Owners shall allow immediate access to their Unit for such purposes.

6. Unit Owners shall be responsible and liable for the expenses incurred by the Trustees for the maintenance, repair, replacement, cleaning and remediation of any damage to, and to remediate and remove mold from the Unit, other Units and the common areas caused by the Unit Owner's failure to maintain his/her Unit, or arising out of, relating to or resulting from the Unit Owner's failure to comply with the terms of this Resolution, the Master Deed, the Trust or the Rules and Regulations or for any other reason caused by the Unit Owner's actions. Such costs shall also include all costs incurred by the Trust, including, but not limited to, expenses for industrial hygienists and attorneys' fees.

7. Unit Owners shall be personally responsible and liable for any fines, costs and attorneys' fees for violations of this Resolution and any damages suffered by the Condominium or other Owners or occupants at the Condominium, including any injuries to persons, arising out of, relating to or resulting from the failure of the Unit Owner to comply with the terms of this Resolution.

8. Any expenses or fines or attorney's fees charged to a Unit Owner arising out of failure of the Unit Owner to fulfill its obligations hereunder shall constitute a lien against the unit and shall be a personal liability of the unit owner.