THE VILLAGE AT HARLOW BROOK CONDOMINIUM TRUST

THIS DECLARATION OF TRUST made by Mounir Tayara of Medway, Plymouth County, Massachusetts and Deborah Anne Bready (hereinafter called the “Trustee” or “Trustees”, which term and any pronoun referring thereto shall be deemed to include his successors in trust hereunder and to mean the trustee or the trustees for the time being hereunder, wherever the context so permits).

ARTICLE I — Name of Trust

The trust created hereby shall be known as THE VILLAGE AT HARLOW BROOK CONDOMINIUM TRUST.

ARTICLE II — The Trust and Its Purpose

2.1 General Purposes. This Trust is created as the “Organization of Unit Owners” as required by the provisions of Chapter 183A of the Massachusetts General Laws, as amended (hereinafter referred to as the “Condominium Law”), for the purpose of managing and regulating The Village at Harlow Brook Condominium (hereinafter referred to as the “Condominium”), established and created by a Master Deed (the “Master Deed”) executed by the owners of the land described therein, dated the same date of this Trust and recorded herewith (such owners being hereinafter sometimes referred to as the “Declarant”).

2.2 Definitions. Unless the context otherwise requires, or unless such definition is set forth in the Master Deed, the definitions contained in Section 1 of the Condominium Law shall be applicable to this Trust.

2.3 Trust and Not Partnership. It is expressly declared that a trust and not a partnership or corporation is hereby created and that the owners ("Unit Owners") of units ("Units") in the Condominium are beneficiaries and not partners or associates between and among themselves with respect to the trust property, and hold no relation to the Trustees other than as beneficiaries, with only such rights as are conferred upon them as beneficiaries hereunder and under the provisions of the Condominium Law.

2.4 Property Held in Trust. All property, real and personal, tangible and intangible, conveyed to or held hereunder by the Trustees shall vest in the Trustees, in trust, to manage, administer and dispose of the same and to receive and/or distribute the income and/or principal thereof for the benefit of the Unit Owners from time to time of the Condominium. The beneficial interest of each Unit Owner in this trust is equal to the percentage of each Unit Owner in the common areas and facilities of the Condominium as set forth in the Master Deed.

ARTICLE III — The Trustees

3.1 Number of Trustees; Vacancies. There shall be at all times three to five Trustees, which number shall be determined by vote of the Unit Owners; provided, however, that until that date which is 120 days after 100% of the Units in the Condominium have been conveyed to purchasers other than Declarant (hereinafter referred to as the "takeover event"), the number of Trustees shall be two persons consisting of the original Trustees or such successor Trustee or Trustees as designated by the Declarant. The Declarant may accelerate the occurrence of the takeover event by presenting the resignation of the original Trustees (or his/her successor) and stating in writing his intention not to designate a successor.

Notwithstanding anything to the contrary herein, so long as the Declarant owns at least one unit, the Declarant shall have the right at any time and from time to time to amend this Declaration (including the By-Laws adopted hereunder), without the consent of any Unit Owner or any member of the Board of Trustees, for any reason, including, but not limited to, meeting the requirements of any governmental body or agency, or the requirements of an insurer, or to cure any ambiguity, inconsistency or formal defect, or to add land or change lot lines, so long as said amendment does not alter this Declaration or these By-Laws in a manner that would render this Declaration or these By-Laws inconsistent or contrary to the permits covering the property as said permits may be amended by the applicable governmental or permit issuing authority.

The term of office of the Trustees elected or appointed to fill the vacancies of the original Trustees or of the successors to the original Trustees designated by the Declarant shall be for the period until the annual meeting of the Unit Owners immediately succeeding their election or appointment and until their successors have been elected or appointed and qualified. Thereafter, the term of office of the Trustees shall be for a period of three (3) years and until their successors have been elected or appointed and qualified.

Except in the case of the original Trustees hereunder or any successor Trustees thereto as designated by the Declarant, if and whenever the number of such Trustees shall become less than that number of Trustees which has been designated by vote of the Unit Owners, a vacancy or vacancies in said office shall be deemed to exist. Each such vacancy shall be filled by the appointment of a successor determined by a vote of Unit Owners entitled to at least fifty-one percent (51%) of the beneficial interest. Each appointment to fill a vacancy, other than by court proceeding, as hereinafter provided, shall become effective upon recording with the Registry of Deeds in which this Trust shall be recorded, of an instrument on writing which sets forth (i) the appointment of a natural person to act as Trustee signed by three Unit Owners who certify under oath that Unit Owners entitled to at least fifty-one percent (51%) of the beneficial interest have voted to make such appointment and (ii) the acceptance of such appointment signed and acknowledged by the person appointed. Any appointment by such court proceeding shall become effective upon recording with said Registry of Deeds of a certified copy of such decree and of the acceptance of such appointment subscribed and sworn to by the successor so appointed. If for any reason any successor shall not be so designated within sixty (60) days after the vacancy in office occurs, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any Unit Owner or by notice to all Unit Owners and Trustees and to such others as the court may direct. Notwithstanding the foregoing provisions of this Section 3.1, the remaining or surviving Trustees shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees and any person appointed as a successor Trustee as hereinbefore provided shall be vested with the title to the trust property jointly with the remaining or surviving Trustee or Trustees without the necessity of any act of transfer or conveyance.

3.2 Action by Majority. The Trustees may act by a majority vote at any duly called meeting at which a quorum is present. A quorum shall consist of a majority of the Trustees but in no event less than two (2) Trustees. The Trustees, provided there shall be at least two (2) Trustees in office, may also act without a meeting if a written assent thereto is signed by both of the Trustees then in office. Any Trustee may act without a majority vote if such action has been approved by a majority of the Trustees of the The Village at Harlow Brook Condominium Trust.

3.3 Resignation and Removal of Trustee. Any Trustee may resign by notice in writing given to each of his co-trustees and by recording with said Registry of Deeds at any time an instrument in writing signed and acknowledged by him. Except as otherwise provided in Section 3.1 with respect to the original Trustees or their successors designated by the Declarant, any Trustee may be removed from office with or without cause by the Unit Owner entitled to appoint a successor to said Trustee,. Such removal shall become effective upon the recording at said Registry of Deeds of an instrument signed by said Unit Owner.

3.4 Bond by Trustees. All Trustees, employees of the Trust, volunteers and others responsible for handling funds belonging to or administered by the Trust shall be bonded as provided in Section 5.5.4 (below).

3.5 Compensation of Trustees. No trustee shall receive compensation for his services unless so provided by a vote of Unit Owners holding at least fifty-one (51%) percent of the beneficial interest hereunder, and any compensation so provided shall be from time to time fixed by the Unit Owners and shall be a common expense of the Condominium. No compensation to a Trustee may be voted during such time as the Declarant shall be entitled to fifty-one (51%) percent or more of the beneficial interest hereunder or while the original Trustees (or their successors as designated by the Declarant) are in office.

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

3.7 Self-Dealing. Any and all Trustees, notwithstanding their official relations to the Trust and the beneficiaries, may in the ordinary course of business enter into, negotiate, consummate and perform any contract or agreement of any name or nature between the Trust and/or any or all of the Unit Owners and themselves or any or all of the individuals from time to time constituting the Trustees, or any firm or corporation in which any of the Trustees or any Unit Owner may be interested directly or indirectly, whether such individual, individuals, firm or corporation thus contracting with the Trust shall thereby derive personal or corporate profits or benefits or otherwise; provided, however, that the fact of the interest of such Trustee shall first be disclosed to the trustees and that such contract is fair and reasonable in its terms, the intent hereof being to relieve each and every person who may be or become a Trustee from any disability that might otherwise exist from contracting with the Trustees or with the Unit Owners for the benefit of himself or any co-partnership or corporation in which he may be in any way interested.

3.8 Indemnity. The Trustees and each of them shall be entitled to indemnity both out of the trust property and by the Unit Owners against any liability incurred by them or any of them in the proper execution hereof, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines.

Each Unit Owner shall be personally liable for all sums lawfully assessed for his share of the common expenses of the Condominium and for his proportionate share of any claims involving the trust property in excess thereof, all as provided in Sections 6 and 13 of the Condominium Law. Nothing in this paragraph contained shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument.

ARTICLE IV — Beneficiaries and Beneficial Interest

4.1 Percentage Interests. The beneficiaries shall be the Unit Owners of the Condominium from time to time. The beneficial interest in the trust hereunder shall be divided among the Unit Owners as set forth in Section 2.4 hereof.

4.2 Persons to Vote as Unit Owners. The beneficial interest of each Unit of the Condominium shall be held as a unit and shall not be divided among several owners of any such Unit. To that end, whenever any of said Units is owned of record by more than one person, the several owners of such Unit shall (a) determine and designate which one of such owners or other person shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder; and (b) notify the Trustees of such designation by a notice in writing signed by a majority of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may, by majority vote, designate any one of such owners for such purposes.

ARTICLE V - By-Laws

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

5.1 Powers of the Trustees. The Trustees shall, subject to and in accordance with all applicable provisions of the Condominium Law, have the absolute control, management and disposition of the trust property (which term, as herein used, shall, insofar as permitted by the Condominium Law, be deemed to include the common areas and facilities of the Condominium) as if they were the absolute owners thereof, free from the control of the Unit Owners. Without limiting the generality of the foregoing, the Trustees shall have full power and uncontrolled discretion, at any time and from time to time and without the necessity of applying to any court or to the Unit Owners for leave so to do:

5.1.1 To retain the trust property, or any part or parts thereof, in the same form or forms of investment in which received or acquired by them so far and so long as they shall think fit, without liability for any loss resulting therefrom;

5.1.2 To sell, assign, convey, transfer, exchange and otherwise deal with or dispose of the trust property of any part or parts thereof, free of all trusts, at public or private sale, for cash or on credit, and in such manner, on such terms, for such considerations and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, including the power to secure the payment of all or any part of the purchase price of any of the trust property so sold or transferred by mortgage and to execute and deliver any deed or other instrument in connection with the foregoing;

5.1.3 To purchase or otherwise acquire title to, and to rent, lease or hire from others for terms which may extend beyond the possible duration of this Trust, any property or rights to property, real or personal, including, without limiting the generality of the foregoing, any Unit or Units in the Condominium, and to own, manage, use and hold such property and such rights;

5.1.4 To borrow or in any other manner raise such sum or sums of money or other property for such purposes, upon such terms and in such manner as they shall deem advisable, and to evidence the same by notes, bonds, securities or other evidence of indebtedness, which may mature at a time or times beyond the possible duration of this Trust, and to execute and deliver any mortgage, pledge, or other instrument to secure any such borrowing:

5.1.5 To enter into any arrangement for the use or occupation of the trust property, or any part or parts thereof, including, without thereby limiting the generality of the foregoing, leases, subleases, permits, licenses, easements or concessions, upon such terms and conditions and with such stipulations and agreements as they shall deem desirable, even if the same extend beyond the possible duration of this Trust;

5.1.6 To invest and re-invest the trust property or any part or parts thereof from time to time, including power to invest in any type of security or property which they may deem proper, and without liability for loss, even though such property or such investments may not produce income, may be wasting assets or shall be of a character or in an amount not customarily deemed proper for the investment of trust funds;

5.1.7 To obtain and maintain such casualty and liability insurance on and with respect to the trust property as they shall deem necessary or proper, consistent with the provisions of Section 5.5 hereof;

5.1.8 To incur such liabilities, obligations and expenses, and to pay from the principal or the income of the trust property in their hands all such sums as they shall deem necessary or proper for the furtherance of the purposes of the Trust, including the payment of any amounts due to the The Village at Harlow Brook Homeowners Association Trust, dated March 7, 2024 and recorded with the Plymouth County Registry of Deeds in Book 41669, Page 384;

5.1.9 To determine as to all sums of money and other things of value received by them, whether and to what extent the same shall be deemed to be and shall be accounted for as principal or as income, and as to all charges or expenses paid by the, whether and to what extent the same shall be charged against principal or against income, including, without hereby limiting the generality of the foregoing, power to apportion any receipt or expense between principal and income, and power to determine what portion, if any, of the actual income received upon any asset purchased or acquired at a premium or any wasting investment shall be added to principal to prevent a diminution thereof upon the maturity or exhaustion of such asset or investment;

5.1.10 To vote in such manner as they shall think fit any or all shares in any corporation or trust included in the trust property, and for that purpose to give proxies to any person or persons or to one or more of their number, to vote, waive any notice or otherwise act in respect of any such shares;

5.1.11 To guarantee performance of the obligations of others in any cases where they shall deem that it is to the advantage of the Trust that they give such guaranty;

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

5.1.13 To deposit any funds of the Trust in any bank or trust company, and to withdraw and draw checks on any funds of the Trust, all in accordance with the provisions of Section 5.11 hereof;

5.1.14 To enter and have such access into units (and common areas) in the Condominium as shall be reasonably necessary to the performance and exercise of the duties, obligations, rights and powers of the Trustees hereunder;

5.1.15 To employ, appoint and remove upon (for reasonable terms and upon reasonable termination arrangements) such agents, managers, officers, board of managers, brokers, employees, servants, assistants and counsel as they shall deem proper, for the purchase, sale or management of the trust property, or any part or parts thereof, or for conducting the business of the Trust and may define their respective duties and fix and pay their compensation and the Trustees shall not be answerable for the acts and defaults of any such person. The Trustees may delegate to any one or more of their own number and to any such agent, manager, officer, board, broker, employee, servant, assistant or counsel, any or all of their powers (including discretionary power, except that the power to join in amending, altering, adding to, terminating or changing this Declaration of Trust and the Trust hereby created shall not be delegated), all for such times and purposes as they shall deem proper. Without hereby limiting the generality of the foregoing, the Trustees may from time to time designate from their number a Chairman, a Treasurer, a Secretary, and such other officers as they deem fit, and may from time to time designate one or more of their own number to be the Managing Trustee or Managing Trustees, for the management and administration of the trust property and the business of the Trust, or any part or parts thereof;

5.1.16 To provide for an annual maintenance plan for the common septic system servicing the Units within the Condominium known as the “fast system” and for its components and for any necessary repairs or upgrades needed for the components of said septic system. Notwithstanding the foregoing, pursuant to 3.10 CMR Section 15.290 (2) (c), regarding shared systems, each owner of the shared septic system shall have the legal ability to accomplish any necessary maintenance, repair or upgrade of any and all components of the shared septic system that services the Units within the Condominium and shall have the right to reimbursement from the Condominium Association for any such necessary actions;

5.1.17 Generally, in all matters not herein otherwise specified, to control, manage and dispose of the trust property as if the Trustees were the absolute owners thereof and to do any and all acts, including the execution of any instrument, which by their performance thereof shall be shown to be in their judgment for the best interest of the Unit Owners; and the Trustees shall be the exercise and fulfillment of the powers and provisions set forth in this ARTICLE V provide for the necessary work of maintenance, repair and replacement of the common areas and facilities and payment therefor; and,

5.1.18 To take such steps, including the expenditure of funds, to protect and preserve the common areas and facilities of the Condominium.

5.2 Maintenance and Repair of Units.

5.2.1 Each Unit Owner shall be responsible for the proper maintenance, repair and replacement of his Unit and the maintenance, repair and replacement of utility fixtures serving the same which are not part of the common areas and facilities, including without limitation: Interior walls, ceilings and floors; all windows, window glass and the interior portion of window frames, including storm windows and screens, if any; interior window trim; doors; the interior portion of door frames and interior door trim; plumbing and sanitary waste fixtures and fixtures for water and other utilities; electrical fixtures and outlets; domestic hot water heaters and kitchen appliances and all wires, pipes, drains and conduits for water, sewerage, electric power and light, telephone and other utility services which are contained in and serve such Unit solely. In addition, each Unit Owner shall be responsible for the proper maintenance, repair and replacement of any portion of the common areas and facilities (such as, but not limited to, air conditioning apparatus) which the Unit Owner is entitled to use on an exclusive or semi-exclusive basis. Each Unit Owner shall be responsible for all damages to any and all other Units caused by his failure to satisfy his maintenance, repair and/or replacement obligations hereunder.

5.2.2 If the Trustees shall, at any time in their reasonable judgment, determine that any portion of a Unit or the common areas and facilities which the owner of such Unit is entitled to use on an exclusive or semi-exclusive basis is in such need of maintenance or repair or is in such unsanitary condition that the market value of one or more other Units is being adversely affected or that the condition of a Unit or any fixtures, furnishing, facility or equipment therein or the common areas and facilities which the owner of such Unit is entitled to use on an exclusive or semi-exclusive basis is noxious or hazardous to any Unit or the occupants thereof, the Trustees shall in writing request the Unit Owner to perform the needed maintenance, repair or replacement or to correct the noxious or hazardous condition, and in case such work shall not have been commenced within fifteen (15) days (or such reasonably shorter period in case of emergency as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of such Unit Owner whose Unit is in need of such work and to enter upon and have access to such Unit for such purpose; and the cost of such work as is reasonably necessary therefor shall constitute a lien upon such Unit and the Unit Owner thereof shall be personally liable therefor.

5.3 Maintenance, Repair and Replacement of Common Areas and Facilities and Assessments of Common Expenses. Except for such portion, if any, of the common areas and facilities which any Unit Owner is entitled to use on an exclusive or semi-exclusive basis (such as air conditioning apparatus servicing a particular Unit, but which shall not include any portion of the automobile parking area or any radiant heating apparatus or facilities) the Trustees shall be responsible for the proper maintenance, repair and replacement of the common areas and facilities of the Condominium subject to the provisions of Section 5.6 hereof with respect to repairs and replacement necessitated because of casualty loss, and such may be done through the Managing Agent, as hereinafter set forth. Any two (2) Trustees or the Managing Agent, or any others who may be so designated by the Trustees, may approve payment of vouchers for such work. The expenses of such maintenance, repair and replacement shall be assessed to the Unit Owners and common expenses of the Condominium at such times and in such amounts as provided in Section 5.4; provided, however, that if the maintenance, repair or replacement of the common areas and facilities is necessitated by the negligence or misuse of a Unit Owner, either directly or by virtue of his failure to properly maintain, repair or replace his Unit, or such common areas and facilities which said Unit Owner is entitled to use on an exclusive or semi-exclusive basis, the expenses of such maintenance, repair and replacement may be assessed to the particular Unit Owner by the Trustees and the Unit Owner shall be personally liable therefor.

5.4. Common Expenses, Profits and Funds.

5.4.1 The Unit Owners shall be liable for common expenses and entitled to common profits of the Condominium in proportion to their respective percentages of beneficial interest as set forth in Section 2.4 hereof. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees shall set aside common funds of the Condominium as a reserve for maintenance, repair and replacement of those common elements that must be replaced on a periodic basis and may, to such extent as they deem advisable, set aside common funds of the Condominium as a reserve or contingent funds for other purposes, including, without limiting the generality of the foregoing, reduction of indebtedness or other lawful capital purpose, or, subject to the provisions of Section 5.6, for rebuilding or restoration of the trust property or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.

5.4.2 At least thirty (30) days prior to the commencement of each fiscal year of this Trust (and within thirty (30) days after the execution hereof with respect to the portion of the fiscal year then remaining), the Trustees shall estimate the common expenses expected to be incurred during such fiscal year together with a reasonable provision of contingencies and reserves, (but in all events such expenses shall include an adequate reserve for the maintenance, repair and replacement of those common elements that must be replaced on a periodic basis) and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessments, according to their respective percentages of undivided beneficial interests hereunder, and such statements shall be payable in monthly installments on the first day of each month for the month in question. In the event that the Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, they shall make a supplemental assessment or assessments and render statements therefor in the manner aforesaid, and such statements shall be payable as such Trustees determine. The Trustees may in their discretion provide for payments of such supplemented assessments in monthly installments. The amount of each such payment, together with interest thereon, at the rate of twelve percent per annum, if such payment is not made when due and any costs and expenses of collection thereof, including, without limiting the generality of the foregoing, reasonable attorneys' fees, shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to the provisions of, and to the extent set forth in Section 6 of the Condominium Law. The Trustees, acting in their reasonable discretion, may reduce the share of common expenses attributable to (initially) unsold units for a period of 60 days from the time the first unit is sold (or such longer period as may be approved by the Federal National Mortgage Association) if they are not occupied.

5.4.3 In addition, the Trustees shall establish a working capital fund for the initial months of operation of the Condominium equal to at least two months common area charges for each Unit. The share of such fund for each Unit shall be transferred to the Trustees at the time of (initial) sale of each Unit, and the share of such fund for each unsold and phased-in unit shall be paid to the Trustees within 180 days after the conveyance of the first Unit sold in its phase of the Condominium. The working capital fund shall be transferred to the owners' association for deposit to a segregated fund when control of the owners' association is transferred to the unit owners. The developer may not use the working capital funds to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits while it is in control of the unit owners' association. When unsold units are sold, the developer may reimburse itself for funds it paid the owners' association for an unsold unit's share of the working capital fund.

5.4.4 The Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by the provisions of the Condominium Law.

5.5 Insurance.

5.5.1 The Trustees shall obtain and maintain, to the extent available, master policies of casualty and physical damage insurance for the benefit and protection of the Trustees and all of the Unit Owners, naming as the named insureds, and with loss proceeds payable to the Trustees hereunder, or one or more of the Trustees hereunder designated by them, as

Insurance Trustees for all of the Unit Owners collectively of the Condominium and their respective mortgagees, as their interests may appear, pursuant to such condominium form of insurance as may from time to time be customarily used in Massachusetts (but in all events to be multi-peril-type coverage providing as a minimum fire and the standard extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage lenders for projects similar in construction, location and use), such insurance to cover the buildings and all other insurable improvements forming part of the common areas and facilities, including all service machinery, apparatus, equipment and installations in the common areas and facilities, and including also all such portions and elements of the appurtenances to the Units as the Unit Owners are responsible for under Section 5.2.1 and any addition to any Unit as is permitted by the Master Deed, but not including the furniture, furnishings or other personal property of the Unit Owners (except that fixtures, equipment and other personal property inside Units shall be covered if such Units are being financed by an institutional mortgage lender). Such insurance shall be maintained in the amount not less than one hundred (100%) percent of the replacement value of the insured property for insurance purposes, as determined by the Trustees (who shall review such value at least as often as annually), shall have a deductible amount, as determined by the Trustees, but no more than $75,000.00, and shall insure against, insofar as is practicable, (a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement; and (b) such time in their discretion shall determine to be malicious mischief, windstorm and water damage and federal flood hazards, so called. Such insurance shall also provide standard Replacement Cost Endorsements, Building Ordinance or Law Endorsements (if the enforcement of any building, zoning, or land-use law would result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs), Agreed Amount and Inflation Guard Endorsements or their equivalent if and to the extent available. In addition, if the condominium has central heating or cooling, the Trustees shall obtain a Steam Boiler and Machinery Coverage Endorsement providing for the insurer's minimum liability per accident to at least equal the lesser of $2,000,000 or the insurable value of the building(s) housing the boiler or machinery. If the condominium project is located in an area identified by either the Secretary of Housing and Urban Development (or the Federal Emergency Management Agency) as an area having special flood hazards, a "blanket" policy of flood insurance on the condominium project written under the National Flood Insurance Program shall be maintained in the amount of 100% of the current replacement cost of all buildings and other insurable improvements in the Condominium or the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended, whichever is less, and shall have a deductible amount of no more than the lesser of $25,000.00 or one percent (1%) of the policy's face amount.

5.5.2 All policies of casualty or physical damage insurance shall, insofar as practicable, provide (a) that such policies may not be canceled, terminated or substantially modified as to the amount of coverage or risks covered without (1) at least thirty (30) days' written notice to the insureds and (2) at least ten (10) days' written notice to each first mortgage holder named in the mortgage clause; (b) for waiver of subrogation as to any claims (except claims involving arson or fraud) against the trust, the Trustees, the manager, agents, employees, the Unit Owners and their respective employees, agents and guests; (c) for waivers of any defense based upon the conduct of any insured; (d) in substance and effect that the insurer shall not be entitled to contribution as against any casualty or property insurance which may be purchased separately by Unit Owners; (e) that such insurance shall not be prejudiced (i) by any act or neglect of any occupants of owners of the Units when such act or neglect is not within the control of the Trustees (or Owners) collectively to comply with any warranty or condition with regard to any portion of the premises over which the Trustees (or Owners) collectively have no control; (f) that any Insurance Trust will be recognized; and (g) that said policy will be primary, even if a unit owner has other insurance that covers the same loss.

5.5.3 The Trustee or Trustees hereunder designated as Insurance Trustee or Trustees as aforesaid, shall collect and receive all casualty loss insurance proceeds and shall hold, use, apply and disburse the same in accordance with applicable provisions of Section

5.6 of this ARTICLE with respect to losses covered by such insurance which affect portions or elements of a Unit, or of more that one Unit to substantially the same or to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Trustees in a fair and equitable manner. The Trustees shall also so obtain and maintain master policies of insurance with respect to the common areas and facilities, public ways and any other areas that are under its supervision, for the benefit of the Trustees and all of the Unit Owners, for (a) comprehensive public liability, including personal injury coverage which shall cover claims of any Unit Owner in the amount of at least $1,000.000.00 per occurrence for personal injury and/or property damage; with (b) workman's compensation and employees' liability with respect to any manager, agent or employee of the Trust, but excluding any independent agent or manager who shall furnish to the Trusts a Certificate of Insurance if such liability is otherwise uninsured against, it being agreed that the Trustees may waive such requirement in any particular instance, at their discretion; (c) elevator liability and collision; (d) general liability insurance coverage for the Trustees; and (e) such other risks as the Trustees in their discretion deem it appropriate to insure. All such insurance shall be in such amounts and forms as the Trustees shall in their discretion deem appropriate (but no less than the above limits), and shall, contain provision as above set forth with respect to noncancellation, waiver of subrogation, waiver of defense based on conduct of any insured, and non-contribution. In all events such public liability insurance shall provide that the insurer is precluded from denying the Trustees or other Unit Owners, and such insurance shall be required by private institutional mortgage investors for projects similar in construction, location and use. Further such insurance shall in all events include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the common areas, and legal liability arising out of lawsuits related to employment contracts of the Trustees.

5.5.4 The Trustees may also obtain and maintain blanket fidelity bonds for all officers, directors, trustees and employees of theirs and of the Condominium and all other persons handling or responsible for funds of or administered by them. Furthermore, where the

Trustees have delegated some or all of the responsibility for the handling of funds to a management agent, such bonds may be maintained for such agent's officers, employees and agents handling or responsible for such funds. The amount of such fidelity bond coverage shall be based upon the best business judgment of the trustees, but if obtained, shall be no less than the greatest of: (a) the estimated maximum funds, including reserve funds, in the custody of the trustees or their management agent at any given time; (b) three months aggregate assessments on all units plus reserve funds; and (c) one and one half times the condominium's estimated annual operating expenses and reserves. In addition, such bond or bonds:

A. shall name the Trustees as an obligee;

B. shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions; and

C. shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Trustee, and each servicer of Unit Mortgages.

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

5.5.5 Funds to cover all deductible amounts for insurance deductibles for any of the aforementioned insurance policies shall be included in the owners' association reserve account.

5.6 Rebuilding, Restoration and Improvements.

5.6.1 In the event of any casualty loss to the common areas and facilities, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten (10%) percent of the value of the Condominium immediately prior to the casualty, and shall notify all Unit Owners of such determination. If such loss as so determined does not exceed ten (10) percent of such value, the Trustees shall proceed with the necessary repairs, rebuilding or restoration in the manner provided in Paragraph (a) of Section 17 of the Condominium Law. If such loss as so determined exceeds ten (10%) percent of such value, the Trustees shall forthwith submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) by the Unit Owners authorizing the Trustees to proceed with the necessary repair, rebuilding or restoration; and (b) a copy of the provisions of said Section 17; and the Trustees shall thereafter proceed in accordance with, and take such further action as they may in their discretion deem advisable in order to comply with the provisions of Paragraph (b) of said Section 17.

5.6.2 If and whenever the Trustees shall propose to make any improvement to the common areas and facilities of the Condominium, or shall be requested in writing by Unit Owners holding twenty-five (25%) percent or more of the beneficial interest hereunder to all unit Owners (a) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same: and (b) a copy of the provisions of Section 18 of the Condominium Law. Notwithstanding the foregoing, so long as the Declarant has any beneficial interest hereunder, the Trustees shall not be required to submit the aforementioned documents to the Unit Owners unless a request for improvements in made by Unit Owners, exclusive of the Declarant, holding at least fifty (50%) percent of the beneficial interest hereunder. Upon whichever of the following shall first occur; namely, (a) the receipt by the Trustees of such agreement signed by Unit Owners holding at least seventy-five (75%) percent of the beneficial interest hereunder; or (b) the expiration of ninety (90) days after such agreement was first submitted to the Unit Owners, the Trustees shall notify all Unit Owners of the aggregate percentage of Unit Owners who have then signed such agreement. If such percentage equals or exceeds seventy-five (75%) percent, the Trustees shall proceed to make the improvement or improvements specified in such agreement. To the extent not inconsistent therewith or not otherwise provided for herein, the provisions of said Section 18(b) shall apply hereto. Reference is hereby made to Section 18(a) of the Condominium Law, the provisions thereof shall be deemed incorporated herein and shall be in addition to and not in limitation of the foregoing provisions hereof.

5.6.3 Notwithstanding anything in Paragraphs 5.6.1 and 5.6.2 contained, (a) in the event that any Unit Owners or Owners shall by notice in writing to the trustees dissent from any determination of the Trustees with respect to the value of the Condominium or of any Unit or Units or any other determination or action of the Trustees under this Section 5.6, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustees of the dissenting Unit Owner or Owners may submit the matter to arbitration, and for that purpose, one arbitrator shall be designated by the Trustees, one by the dissenting arbitrator so designated and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association; and (b) the Trustees shall not in any event be obliged to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the estimate of the Trustees of all costs thereof.

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

5.7 Rules, Regulations, Restrictions and Requirements. The Trustees may, at any time and from time to time, adopt, amend and rescind (without the consent of the Unit Owners) administrative rules and regulations governing the details of the operation and use of the common areas and facilities (including, but not limited to, rules concerning the limitations on plantings within exclusive use areas), and such restriction on and requirements respecting the use, occupancy and maintenance of the Units and the use of the common areas and facilities as are consistent with the provisions of the Master Deed and are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the common areas and facilities. The Trustees shall enforce all said rules and regulations promptly, properly and uniformly as against all Unit Owners and other to whom the same may from time to time apply and, so failing shall so enforce the same at the request of any Unit Owners, all of which obligations shall constitute obligations of theirs as Trustees hereunder.

5.8 Meetings.

5.8.1 The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect the Chairman, Treasurer and Secretary as hereinbefore provided. Other meetings may be called by the Chairman and in such other manner as be called by the Chairman and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting stating the place, day and hour thereof shall be given at least seven (7) business days before such meeting to each of the Trustees.

5.8.2 There shall be an annual meeting of the Unit Owners on the first Tuesday in June of each year, commencing with the first year in which said date follows the Takeover Event, at 6:00 P.M., or at such over date and time as may be designated by the Trustees by written notice given to the Unit Owners at least seven (7) days prior to the date so designated. Social meetings of the Unit Owners may be called at any time by the Trustees, and special meetings of the Unit Owners shall be called by the Trustees upon the written request of Unit Owners holding at least 50 percent of the beneficial interest. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated. At the annual meeting of the Unit Owners, the Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Trustees propose to submit to the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonable specify such matter. The presence in person or by proxy of the holders of a majority of the beneficial interest shall be necessary to constitute a quorum at all meetings of the Unit Owners for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the Unit Owners, the Unit Owners present in person or represented by proxy shall have the power to adjourn the meeting from time to time, without notice, other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, and business may be transacted at the meeting as originally notified.

5.9 Notice to Unit Owners. Every notice to any Unit Owner required or permitted under the provisions hereof or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such Unit Owner by leaving such notice with him at his residence in the Condominium or by mailing it, postage prepaid, and addressed to such Unit Owner at his address as it appears upon the records of the Trustees, at least three (3) business days prior to the date fixed for which such notice is given.

5.10 Inspection of Books, Report to Unit Owners.Current copies of the Master Deed, Declaration of Trust, bylaws, rules and regulations, and all amendments thereto, as well as the books, records and financial statements of The Village at Harlow Brook Condominium shall be available for inspection by unit owners or by holders, insurers and guarantors of first mortgage during normal business hours. The Trustees shall, as soon as reasonable possible after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trustees for such year which shall include financial statements in such summary form and in such detail as the Trustees shall deem proper. Any person who has been furnished with such report the Trustees given by certified or registered mail within a period of sixty (60) days of the date of the receipt by him shall be deemed to have assented thereto.

5.11 Checks, Notes, Drafts and Other Instruments. Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any two (2) Trustees, or by any person or persons to whom such power may at any time or from time to time be delegated by not less than a majority of the Trustees. Checks drawn against the reserve account for maintenance, repair and replacement of those common elements that must be replaced on a periodic basis must be signed by two (2) Trustees.

5.12 Seal. The Trustees may adopt a seal circular in form bearing the inscription - "The Village at Harlow Brook Condominium Trust"- but such seal may be altered by the Trustees at pleasure, and the Trustees may, at any time or from time to time, at their option, adopt a common or wafer seal which shall be valid for all purposes.

5.13 Fiscal Year. The fiscal year of the Trust shall be the calendar year or such other yearly period as may from time to time by determined by the Trustees.

5.14 Removal from Condominium Law. Until such time as the Declarant has no beneficial interest hereunder, and otherwise subject to the provisions of Paragraph 14 of said Master Deed, the Declarant and Unit Owners holding seventy-five (75%) percent of the beneficial interest (which shall include Declarant's beneficial interest) shall be required to approve the removal of the Condominium from the provisions of the Condominium Law; thereafter, the provisions of Section 19 of said Law shall apply.

5.15 Financial Statements. If the Condominium contains fifty or more Units, any holders, insurer or guarantor of a first mortgage of a Unit shall be entitled upon, and within a reasonable time following written request, to an audited financial statement for the immediately preceding fiscal year, within 120 days of the end of the fiscal year, free of charge to the party so requesting. If the condominium contains less than fifty Units and there is no audited statement available, any unit owner or mortgage holder may have an audited statement prepared at its own expense, such expense to include, but not be limited to, reasonable expenses incurred by the manager directly related to the preparation of the review or audit.

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

From and after any condemnation which includes one or more Units or parts thereof, the (i) beneficial interests of the remaining (including Units partially taken) Units and the corresponding percentage interest of each as stated in the Master Deed, shall be in proportion to their original beneficial interests, with equitable adjustments based on diminution in fair market value as to any Unit partially taken, and (ii) those Units entirely taken shall have no beneficial interest hereunder or any percentage interest under the Master Deed. Any award or portion thereof for taking of any Unit or portion thereof paid by the taking authority to the Trustees shall be paid to the Owners, mortgagees and other lien holders of such Unit as their interests may appear.

5.17 Violations by Unit Owners. The violation of any rule or regulation adopted by the Trustees, or the failure to comply with decisions made by the owners association, or the breach of any of these Bylaws, or the breach of any provision of the Master Deed or of this Trust or of the offending Unit Owner's Unit Deed shall give the Trustees (and any aggrieved unit owner) the right in addition to any other rights set forth in these Bylaws, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity (or both) the continuance of any such breach. In addition to the foregoing, and not in substitution therefor, the Trustees shall have the power to levy fines against Unit Owners for such violations. No fine may be levied for more than one hundred dollars ($1000.00) for any one violation, but each day a violation continues after notice shall be considered a separate violation. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were Common Expenses owed by the particular Unit Owner or Unit Owners. In the case of persistent violations by a Unit Owner, the Trustees shall have the power, after notice and a hearing before the Board of Trustees, to require such Unit Owners to post a bond to secure adherence to said rules and regulations, Bylaws, Master Deed, this Trust or said Unit Deed.

ARTICLE VI — Rights and Obligations of Third

Parties Dealing with the Trustees

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

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

6.3 Certifications by Trustees for Filing. This Declaration of Trust and any amendments hereto and any certificate herein required to be recorded and any other certificate signed and sworn to by said Trustees or any one or more of them which it may be deemed desirable to record may be recorded with Plymouth County Registry of Deeds and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the trust property or any beneficiary hereunder shall be held to have notice of any alterations or amendment of the same shall be recorded with said Registry of Deeds. Any certificate signed by the Trustees in office at the time or any one or more of them, setting forth as facts any matters affecting the Trust, including statements as to what action has been taken the Trust, including statements as to what action has been taken by the beneficiaries, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by the Trustees hereunder or any one or more of them, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by the Trustees or any one or more of them, as the case may be shall, as to all persons acting in good faith in reliance thereon, be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

ARTICLE VII — Amendments and Termination

7.1 Amendment of Trust. The Trustees, except to the extent and for the purposes provided in Paragraph 16 of said Master Deed, with the consent in writing of Unit Owners holding at least fifty-one (51%) percent of the beneficial interest hereunder, may at any time and from time to time, amend, alter, add to or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change shall be valid or effective if:

7.1.1 Made without the consent of the Declarant (or his successor or successors as Trustee or Trustees of The Village at Harlow Brook Condominium Trust) prior to the occurrence of the takeover event; or

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

7.1.3 It would render this Trust contrary to or inconsistent with any requirements or provisions of the Condominium Law; or

7.1.4 It would be inconsistent with the provision or intent of Article 14 of said Master Deed.

Notwithstanding the foregoing provisions of this Article VII unless at least 75% of the first mortgagees (based upon one vote for each mortgage owned) of Units have given their prior written approval, neither the Trustees nor the Unit Owners shall; 1) by act or omission seek to abandon or terminate the condominium regime; 2) change the percentage interest of any Unit for purposes of (i) levying assessments or allocating distributions of hazard insurance proceeds of condemnation awards or (ii) determining the percentage interest of ownership of each Unit in appurtenant real estate and any improvements thereon which are owned by the Unit Owners in the Condominium in undivided interests (“common elements”); 3) partition or subdivide any Unit; 4) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common elements (but the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities and the assignment of parking spaces shall not be deemed a transfer within the meaning of this clause); 5) use hazard insurance proceeds for losses to any condominium property (whether to Units or to common elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units and/or common elements of the Condominium.

7.2 Necessity for Recording Amendments, Alteration, Additions or Changes. Any amendments, alteration, addition or change pursuant to the foregoing provisions of this ARTICLE VII shall become effective upon the recording with said Registry of Deeds of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required for the acknowledgement of deeds by the Trustees, setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners herein required to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with the prerequisites to the validity of such amendment, alteration, addition or change, whether stated in each instrument or not upon all questions as to title or affecting the rights of third persons and for all other purposes. Nothing contained in this ARTICLE VII shall be construed as making it obligatory upon the Trustees to amend, alter, add to or change the Declaration of Trust upon obtaining the necessary consent as hereinbefore provided.

7.3 Termination. The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of the Condominium Law in accordance with the procedure therefor set forth in Section 19 of said Law as my be modified by Section 5.14 hereof.

7.4 Disposition of Property on Termination. Upon the termination of this Trust, the Trustees may, subject to and in accordance with provisions of the Condominium Law, sell and convert into money the whole of the trust property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligation, shall divide the proceeds thereof among, and distribute in kind (at valuations made by them which shall be conclusive) all other property then held by them in trust hereunder to the Unit Owners according to their respective percentages of beneficial interest hereunder. In making any sale under this provision, the Trustees shall have power to sell or vary any contract of sale and to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their possession or ownership, even though all times herein fixed for distribution of trust property may have passed.

ARTICLE VIII — Construction and Interpretation

8.1 Terms. In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and singular, words denoting males include females and words denoting persons include individuals, firms, associations, companies, trust and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. The cover, title, headings of different parts hereof, the table of contents and the marginal notes, if any, are inserted only for convenience or reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the law of the Commonwealth of Massachusetts.

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

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

8.3.1 In the event of a conflict between the Trust and said Chapter l83A, as amended, the provisions of Chapter 183A shall control;

8.3.2 In the event of a conflict between any numerical voting requirements for action set forth in Section 14 of the Master Deed and any such requirements set forth in any other provision of said Master Deed or this Trust, the provisions requiring the greater or more restrictive percentage or fraction for action to be taken or avoided shall control;

8.3.3 In the event of any conflict other than as set forth in Paragraph 8.3.3 of this Section 8 between the provisions of Section 14 of said Master Deed and any other provisions of said Master Deed or this Trust, the provisions of Section 14 of the Master Deed shall control.

IN WITNESS WHEREOF we have hereunto set our hands and seals this _____ day of _______________, 2026.

____
Mounir Tayara

____
Deborah Anne Bready

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

On this ____ day of ______________, 2026, before me, the undersigned notary public, personally appeared Mounir Tayara, proved to me through satisfactory evidence of identification, which was his Massachusetts driver's license, to be the person whose name was signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

____
- Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Bristol, ss.

On this ____ day of ______________, 2026, before me, the undersigned notary public, personally appeared Deborah Anne Bready, proved to me through satisfactory evidence of identification, which was her Massachusetts driver's license, to be the person whose name was signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

____
- Notary Public
My commission expires: