



2015 00019751

Bk: 12078Pg: 124 Page: 1 of 5

Recorded: 09/25/2015 11:16 AM

**DECLARATION OF TRUST
ESTABLISHING THE
UNIT 1 HAMPTON-SOUTH CONDOMINIUM NOMINEE TRUST**

Trevor Chapdelaine of Unit 1 Hampton South Condominium, 146 College Highway, Southampton, Hampshire County, Massachusetts, (the "Trustee"), hereby declares that Ten (10) Dollars is held in trust hereunder and any and all additional property and interest in property, real and personal, that may be acquired hereunder (the "Trust Estate") shall be held in trust, for the sole benefit of the individuals or entities listed in the Schedule of Beneficiaries in the proportions stated in said Schedule, which Schedule has this day been executed by the Beneficiaries and filed with the Trustee with receipt acknowledged by the Trustee (hereafter, as it may be amended, "Schedule of Beneficiaries").

SECTION ONE
Name and Purpose

1.1 This Trust shall be known as the **Unit 1 Hampton-South Condominium Nominee Trust** and is intended to be a nominee trust, so-called, for federal and state income tax purposes and to hold the record legal title to the Trust Estate and such functions as are necessarily incidental thereto.

SECTION TWO
Trustees

2.1 In the event there are two Trustees, ANY ONE TRUSTEE may execute any and all instruments and certificates necessary to carry out the provisions of the Trust. In the event that there are more than two Trustees, ANY TWO TRUSTEES, except as otherwise provided in Paragraph 7.2, may execute such instruments and certificates necessary to carry out the provisions of the Trust.

2.2 No Trustee shall be required to furnish bond. No Trustee hereunder shall be liable for any action taken at the direction of the Beneficiaries, nor for any error of judgment nor for any loss arising out of any act of omission in the execution of the Trust so long as acting in good faith, but shall be responsible only for his or her own willful breach of trust. No license of court shall be requisite to the validity of any transaction entered into by the Trustees. No purchaser, transferee, pledgee, mortgagee or other lender shall be under any liability to see to the application of the purchase money or of any money or property loaned or delivered to any Trustee or to see that the terms and conditions of this Trust have been complied with. Every agreement, lease, deed, mortgage, note or other instrument or document executed or action taken by the person or persons appearing from the records of the Registry of Deeds to be Trustee, as required by Paragraph 2.1, shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of the delivery thereof or of the taking of such action this Trust was in full force and effect, that the execution and delivery thereof or taking of such action was duly authorized, empowered and directed by the Beneficiaries.

2.3 Any person dealing with the Trust Estate or the Trustee may always rely without further inquiry on a certificate signed by the person or persons appearing from the records of the

Registry of Deeds to be Trustee, as required by Paragraph 2.1, as to who are the Trustee or the Beneficiaries hereunder or as to the authority of the Trustee to act or as to the existence of nonexistence of any fact or facts which constitute conditions precedent to action by the Trustee or which are in any other manner germane to the affairs of the Trust. Execution, delivery or recording of such certificate shall not be a condition precedent to the validity of any transaction of the Trust.

SECTION THREE Beneficiaries

3.1 The term "Beneficiaries" shall mean the persons and entities listed as Beneficiaries in the Schedule of Beneficiaries and in such revised Schedules of Beneficiaries, from time to time hereafter executed and delivered as provided above and the respective interests of the Beneficiaries shall be as therein stated.

3.2 Decisions made and actions taken hereunder (including without limitation, amendment and termination of this Trust; appointment and removal of trustees; directions and notices to Trustee; and execution of documents) shall be made or taken, as the case may be, by all of the Beneficiaries.

3.3 Any Trustee may without impropriety become a Beneficiary hereunder and exercise all rights of a Beneficiary with the same effect as though he or she or it were not a Trustee. The parties hereunder recognize that if a sole Trustee and a sole Beneficiary are one and the same person, legal and equitable title hereunder shall merge as a matter of law.

SECTION FOUR Powers of Trustee

4.1 The Trustee shall hold the principal of this Trust and receive the income therefrom for the benefit of the Beneficiaries, and shall pay over the principal and income pursuant to the direction of all of the Beneficiaries and without such direction shall pay the income to the Beneficiaries in proportion to their respective interests.

4.2 Except as hereinafter provided in case of the termination of this Trust, the Trustee shall have no power to deal in or with the Trust Estate except as directed by all of the Beneficiaries. When, as, if and to the extent specifically directed by all of the Beneficiaries, the Trustee shall have the following powers:

- 4.2.1 to buy, sell, convey, assign, mortgage or otherwise dispose of all or any part of the Trust Estate and as landlord or tenant execute and deliver leases and subleases;
- 4.2.2 to execute and deliver notes for borrowing for the Beneficiaries;
- 4.2.3 to grant easements or acquire rights or easements and enter into agreements and arrangements with respect to the Trust Estate;

4.2.4 to endorse and deposit checks in an account for the benefit of the Beneficiaries;

Any and all instruments executed pursuant to such direction may create obligations extending over any periods of time, including periods extending beyond the date of any possible termination of the Trust. A direction to the Trustee by the Beneficiaries may be by a Durable Power of Attorney.

4.2.5 to commence and settle litigation, arbitration, or mediation, to enter and execute contracts, settlements, tax appeals, and abatelements, to sign and deliver any federal or state tax returns, affidavits, or other documents on behalf of the Trust and Beneficiaries and to do any other acts necessary to deal with the Trust Estate, including gifts and donations.

4.3 Notwithstanding any provisions contained herein, no Trustee shall be required to take any action which will, in the opinion of such Trustee, involve the Trustee in any personal liability unless first satisfactorily indemnified.

4.4 All persons extending credit to, contracting with or having any claim against the Trustee shall look only to the funds and property of this Trust for payment of any contract, or claim, or for the payment of any debt, damage, judgment, or decree, or for any money that may otherwise become due or payable to them from the Trustee, so that neither the Trustee nor the Beneficiaries shall be personally liable therefor. If any trustee shall at any time for any reason (other than for wilful breach of trust) be held to be under any personal liability as such Trustee, then such Trustee shall be held harmless and indemnified by the Beneficiaries, jointly and severally, against all loss, costs, damage, or expense by reason of such liability.

SECTION FIVE

Termination

5.1 This Trust may be terminated at any time by notice in writing from all of the Beneficiaries, provided that such termination shall be effective only when a certificate thereof signed by the Trustee, shall be recorded with the Registry of Deeds. Notwithstanding any other provision of this Declaration of Trust, and consistent with the intention of the undersigned that this Trust not violate the Rule Against Perpetuities, this Trust shall terminate in any event TWENTY (20) years from the date of the death of the last surviving trustee of the original Trustee named in this instrument.

5.2 In the case of any termination of the Trust, the Trustee shall transfer and convey the specific assets constituting the Trust Estate, subject to any leases, mortgages, contracts or other encumbrances on the Trust Estate, to the Beneficiaries as tenants in common in proportion to their respective interests hereunder, or as otherwise directed by all of the Beneficiaries, provided, however, the Trustee may retain such portion thereof as in their opinion necessary to discharge any expense or liability, determined or contingent, of the Trust.

SECTION SIX Amendments

6.1 This Declaration of Trust may be amended from time to time by an instrument in writing signed by all of the Beneficiaries and delivered to the Trustee, provided in each case that the amendment or a certificate setting forth the terms of such amendment, signed by the Trustee, is recorded with the Registry of Deeds.

SECTION SEVEN Resignation and Successor Trustee

7.1 Any Trustee hereunder may resign at any time by an instrument in writing signed and acknowledged by such Trustee and delivered to all remaining Trustees and to each Beneficiary. Such resignation shall take effect on the later of the date specified therein or upon the date of recording of such instrument with the Registry of Deeds.

7.2 Succeeding or additional Trustee may be appointed or any Trustee may be removed by an instrument or instruments in writing signed by all of the Beneficiaries, provided in each case that a certificate signed by ANY TRUSTEE naming the Trustee or Trustee appointed or removed and, in the case of an appointment, the acceptance in writing by the Trustee or Trustee appointed, shall be recorded in the Registry of Deeds. Upon the recording of such instrument, the legal title to the Trust Estate shall, without the necessity of any conveyance, be vested in said succeeding or additional Trustee or Trustee, with all the rights, powers, authority and privileges as if named as an original Trustee hereunder.

7.3 In the event that there is no Trustee, either through the death or resignation of a sole Trustee without prior appointment of a successor trustee or for any other cause, a person purporting to be a successor Trustee hereunder may record in the Registry of Deeds an affidavit, under pains and penalties of perjury, stating he or she has been appointed by all of the Beneficiaries a successor Trustee. Such affidavit when recorded together with an attorney's certificate under M.G.L. c. 183 Section 5B, stating that such attorney has knowledge of the affairs of the Trust and that the person signing the affidavit has been appointed a Trustee by all of the Beneficiaries, shall have the same force and effect as if the certificate of a trustee or Trustee required or permitted hereunder has been recorded and persons dealing with the Trust or Trust Estate may always rely without further inquiry upon such an affidavit as so executed and recorded as the matters stated herein.


SECTION EIGHT Governing Law

8.1 This Declaration of Trust shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

SECTION NINE
Registry of Deeds

9.1 The term "Registry of Deeds" shall mean the Registry of Deeds or Registry District of the Land Court for the district in the Commonwealth of Massachusetts in which any real estate included in the Trust Estate is located. A duplicate original of this Trust, or an attested copy thereof, shall be recorded in each Registry of Deeds in which any real estate included in the Trust Estate is located; provided, however, any person dealing with any real estate included in the Trust Estate may always rely on the state of the record with respect to this Trust as appears in the Registry of Deeds for the district in which such real estate is located.

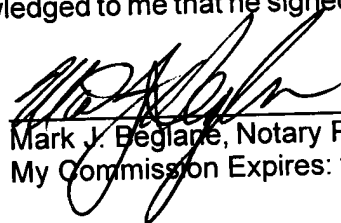
Executed as a sealed instrument this 18th day of September, 2015


Trevor Chapdelaine, Trustee

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

On this 18th day of September, 2015, before me, the undersigned notary public, personally appeared before me **Trevor Chapdelaine**, Trustee of Unit 1 Hampton-South Condominium Nominee Trust, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☒ personal knowledge of the undersigned to be the person whose name is signed on this document and acknowledged to me that he signed it voluntarily for its stated purpose.


Mark J. Beglane, Notary Public:
My Commission Expires: 10/8/2021



MARK J. BEGLANE
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
October 8, 2021

ATTEST: HAMPSHIRE, , REGISTER
MARY OLBERDING