

MASTER DEED
OF THE
RIVER RUN CONDOMINIUM

We, Rudolph Peselman, Leonard J. Aronson, and William H. Walsh, Trustees of the Northampton Trust, under Declaration of Trust dated February 6, 1986, and recorded with Hampshire County Registry of Deeds in Book 2701, Page 255, (hereinafter referred to as "Declarants"), being the sole owners of certain premises in Northampton, Hampshire County, Massachusetts, described in Exhibit A hereto (the "Premises") by duly executing and recording this Master Deed, do hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and proposed to create and do hereby create a condominium (the "Condominium") to be governed by and subject to the provisions of said Chapter 183A, as amended, and to that end we hereby declare and provide as follows:

1. Name

The name of the Condominium shall be: River Run Condominium.

2. Description of the Land

The land on which the buildings and improvements are located is more particularly described in Exhibit A attached hereto and made a part hereof, which land and buildings are subject to and have the benefit of, as the case may be, the easements, encumbrances, restrictions and appurtenant rights set forth and contained in said Exhibit A.

3. Description of Buildings

The description of the building comprising the Condominium, stating the number of stories, the number of Units and the principal materials of which it is constructed is set forth and described in Exhibit B attached hereto and made a part hereof.

4. Description of Units and Unit Boundaries

The Condominium Units and the designations, locations, approximate areas, number of rooms, immediately accessible common areas and other descriptive specifications thereof are as set forth in Exhibit C attached hereto and made a part hereof, and as shown on the Plans.

5. Common Areas and Facilities

The common areas and facilities of the Condominium (hereinafter sometimes called "Common Elements") comprise and will consist of:

2(a) The land, together with and subject to all easements, encumbrances, restrictions and appurtenances described in Exhibit A;

(b) The yards, lawns, access ways, walkways, sidewalks, driveways, parking areas, pool, clubhouse/bath house, and the improvements thereon and thereof, including without limiting the generality of the foregoing, walls, steps, sillcocks, lighting fixtures and plants; provided, however, that certain units shall have as appurtenant thereto an easement for the exclusive use of the parking space(s) shown on the site plan as designated in the first deed of the Unit by the Declarants or thereafter acquired by a Unit Owner;

(c) All areas of the buildings comprising the Condominium and all facilities, installations and improvements therein which are not within the boundaries of the Units as defined in this Master Deed, including, without limiting the generality of the foregoing:

- (1) The foundation, structural elements, columns, beams, studs, joists, supports, exterior walls and roof of the building, fire walls, walls between the common areas and the Units;
- (2) The building entrances, entrance halls, stair halls, stairways, mechanical room, electrical equipment room, storage area, laundry area, and all improvements thereto, equipment and fixtures therein, and the other features and facilities thereof;
- (3) All conduits, ducts, pipes, plumbing, wiring, electric meters and other facilities for the furnishing of utility services which are contained in portions of the building contributing to the structure or support thereof, provided, nevertheless, that all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained shall be included as common facilities;
- (4) Installations of central services, including all equipment attendant thereto, excluding equipment contained within and servicing a single unit;
- (5) All other apparatus and installations existing in the Buildings for common use or necessary or convenient to the existence, maintenance, or safety of the Building; and

8. Use of Buildings and Units

The purposes for which the buildings and the Units are intended to be used are as follows:

(a) The Buildings and each of the Units are intended only for residential purposes. No use may be made of any unit except as a residence for the Owner thereof or his permitted lessees and the members of their immediate families or for no more than two persons unrelated by blood or marriage; or

(b) Any use permitted by the laws of the Town of Northampton, including zoning; and

(c) Notwithstanding the provisions of Sections 8 and 9 of this Master Deed, the Declarants hereof may, until all of the Units have been sold by the Declarants, let or lease Units which have not been sold by the Declarants and use any Unit owned by the Declarants as models for display for the purpose of selling or leasing Units, or other lawful purposes.

9. Restrictions on Use of Units

The restrictions on the use of the Units are as follows:

(a) No Unit shall be used or maintained in a manner contrary to or inconsistent with the comfort and convenience of the occupants of the Units, the provisions of the River Run Condominium Trust, the By-Laws set forth therein and the rules and regulations promulgated pursuant thereto;

(b) The owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to provisions of Sections 8 and 9 hereof, and may modify, remove and install non-bearing walls lying wholly within such Unit, provided, however, that any and all work with respect to the removal and installation of interior non-bearing walls or other improvements shall be done in a good and workmanlike manner, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees of the River Run Condominium Trust, hereinafter referred to, which approval shall not be unreasonably withheld or delayed;

(c) In order to preserve the architectural integrity of the building and the Units, without modifications, and without limiting the generality thereof, no balcony, awning, screen, antenna, sign, banner, or other device, and no exterior change, addition, structure, projection, decoration or other feature

shall be erected or placed upon or attached to any Unit or any part thereof, no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior Unit door, or door frames shall be made and no painting or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window;

(d) If there is/are any tree or trees on the land, said tree or trees shall not be cut down without the unanimous approval of the Trustees in writing;

(e) Units of the Condominium may not be subdivided but may be leased;

(f) Pets are not allowed in the Units except upon written consent of the Trustees. If, in the event of such approval and, in the opinion of the Trustees, any pet or pets are a nuisance, said pet or pets shall be removed from said Unit. In no event shall any dog or cat be permitted in any portion of the common areas unless carried or on a leash, or in any grass or garden plot under any circumstances;

(g) Each of the parking spaces is intended to be used solely for the parking of private passenger vehicles;

(h) The limitations on use and restrictions set forth in Sections 8 and 9 hereof shall be for the benefit of the owners of the Units and the Trustees of the River Run Condominium Trust as the persons in charge of the Common Elements, shall be enforceable solely by said Trustees, and shall, insofar as permitted by law, be perpetual; and, to that end, such limitations on use and restrictions may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. Said restrictions may be waived in specific cases by such Trustees; and

(i) All leases or rental agreements for unit estates shall be in writing and specifically subject to the requirements of the Master Deed and Trust and By-Laws of the Condominium. No unit estate may be leased or rented for a period of less than thirty days.

10. Amendments

This Master Deed may be amended by an instrument in writing:

- (i) signed by the Unit Owners entitled to seventy-five (75%) percent or more of the undivided interest in the Common Elements;

- (ii) signed and acknowledged by a majority of the Trustees of the River Run Condominium Trust hereinafter referred to; and
- (iii) duly recorded with the Hampshire County Registry of Deeds,

PROVIDED, HOWEVER, that:

(a) the date on which any such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same shall have been so recorded within six (6) months after such date;

(b) no instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Unit so altered;

(c) no instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record thereon held by a bank or insurance company or of a purchase money mortgage shall be of any force or effect unless the same has been assented to by such holder;

(d) no instrument of amendment which alters the percentage of the undivided interest in and to the Common Elements to which any Unit is entitled shall be of any force or effect unless the same has been signed by all Unit Owners and said instrument is recorded as an Amended Master Deed;

(e) no instrument of amendment which purports to increase or decrease or redefine the property defined herein as Common Elements shall be of any force or effect unless signed by the Unit Owners entitled to one hundred (100%) percent of the undivided interests in the Common Elements;

(f) If the Grantor determines that a typographical error, misnomer, inadvertant omission or any other error has been made in this Master Deed, the Grantor, without further authority, shall have the right to correct any such error by an instrument amending the Master Deed executed by the Grantor and recorded with said Deeds, provided, however, that no such amendment shall materially affect any substantive right or interest of any Unit Owner in his Unit or the common areas and facilities; and

(g) no instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A, as amended, of the General laws of Massachusetts shall be of any force or effect.

11. Managing Entity

The entity through which the Unit Owners will manage and regulate the Condominium established hereby is the River Run Condominium Trust, a Massachusetts Trust; a copy of the Declaration of Trust (including the By-Laws thereof) being recorded herewith. Such Declaration of Trust established a trust for the benefit of all Unit Owners in which each Unit Owner shall have a beneficial interest and membership in proportion to its percentage of undivided interest in the Common Elements to which such Owner is entitled hereunder. The names and addresses of the original and present Trustees thereof are:

Rudolph Peselman, of P.O. Box 240
Brookline, MA 02146

Leonard J. Aronson, of P.O. Box 240,
Brookline, MA 02146

William H. Walsh, of 954 Cambridge Street,
Cambridge, MA 02141

The Trustees may enact from time to time By-Laws pursuant to and in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts.

12. Units Subject to Master Deed, By-Laws,
Unit Deed and Rules and Regulations

All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the By-Laws and the Rules and Regulations of the River Run Condominium Trust, as they may be amended from time to time (collectively called the "Documents" herein). The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of the Documents as they may be amended from time to time are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof, and (b) a violation of the provisions of the Documents by any such person shall be deemed a substantial violation of the duties of the respective Unit Owner.

13. Encroachments

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) settling of the Buildings, or (b) alteration or repair to the Common Elements made by or with the consent of the Trustees, or (c) as a result of repair or restoration of the Buildings or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for the continuance of such encroachment and for the maintenance of the same so long as the Buildings stand.

14. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines and other Common Elements Located Inside of Units

Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common elements located in any of the other Units serving his Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units located in such Unit. The Trustees shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

15. Invalidity

The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provisions had never been included herein.

16. Waiver

No provision contained in this Master Deed 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 which may occur.

17. Captions

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

18. Conflicts

This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

19. Provisions for the Protection of Mortgagees

Notwithstanding anything in this Master Deed or in the Condominium Trust ("Condominium Trust") and By-Laws to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by the First Mortgagee:

- (a) In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
 - (i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
 - (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
 - (iii) sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii) above.
- (b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a first Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust.
- (c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee.
- (d) A sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish any lien for assessments which become payable prior to such sale or transfer.

- (e) The Unit Owners and the Trustees shall not be entitled to take the following actions unless the first Mortgagees with respect to all of the Units have given their prior written consent thereto:
- (i) by any act or omission, seek to abandon or terminate the Condominium, except in the event of substantial destruction of the Condominium by fire or other casualty or in the case of taking by condemnation or eminent domain; or
 - (ii) change the pro-rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining the pro-rata share of ownership of each Unit in the Common Areas and Facilities; or
 - (iii) partition or subdivide any Unit; or
 - (iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities, provided that the granting of easements for public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or
 - (v) use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities for other than repair, replacement or reconstruction thereof, except as otherwise provided in paragraph 5.6.1 of the Condominium Trust, which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A.
- (f) Consistent with the provisions of Chapter 183A, all taxes, assessments, and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual units and not to the Condominium as a whole.
- (g) In no event shall any provision of this Master Deed or the Condominium Trust give a Unit owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities.

- (h) A First Mortgagee, upon written request made to the Trustees of the Condominium Trust, shall be entitled to:
- (i) written notification from the Trustees of the Condominium Trust of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Condominium Trust which is not cured within sixty (60) days;
 - (ii) inspect all books and records of the Condominium Trust at all reasonable times;
 - (iii) receive an annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;
 - (iv) receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings; and
 - (v) receive prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a First Mortgage or any proposed taking by condemnation or eminent domain of such Unit or the Common Areas and Facilities.
 - (vi) receive timely written notice of any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Condominium Trust.
- (i) No agreement for professional management of the Condominium or any other contract with the Declarant may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or less written notice.

The Declarant intends that the provisions of this paragraph 19 shall comply with the requirements of the Federal Home Loan Mortgage Corporation with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this paragraph 19 may not be amended or rescinded without the consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Hampshire County Registry of Deeds in accordance with the requirements of paragraph 10 hereof.

IN WITNESS WHEREOF, Rudolph Peselman, Leonard J. Aronson, and William H. Walsh, Trustees of The Northampton Trust, have caused this Master Deed to be duly executed, sealed and delivered on this 20th day of August, 1986.

Rudolph Peselman, Trustee
Rudolph Peselman, Trustee

Leonard J. Aronson, Trustee
Leonard J. Aronson, Trustee

William H. Walsh, Trustee
William H. Walsh, Trustee

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS:

August 20 , 1986

Then personally appeared the above-named Rudolph Peselman, Leonard J. Aronson, and William H. Walsh, Trustees as aforesaid, and acknowledged the foregoing instrument to be their free act and deed, before me.

Franklin H. Gloden
NOTARY PUBLIC

My Commission Expires:

3/26/93

RIVER RUN CONDOMINIUM

EXHIBIT A

All the land together with the buildings and other improvements thereon, situated on the northerly side of Damon Road in Northampton, Hampshire County, Massachusetts, being shown as Parcel 1 on a plan entitled "Land in Northampton, Massachusetts belonging to Frank J. Anciporch" dated October 13, 1965, by Almer Huntley, Jr. and Assoc., Inc., recorded with Hampshire County Registry of Deeds in Plan Book 80, Plan 74, said Parcel 1 being founded and described as follows, together with easements of record insofar as applicable and in full force and effect:

Beginning at an iron pin set in the northerly line of said Damon Road at its point of intersection with the north-easterly line of Interstate Route 91; thence

NORTH $66^{\circ}44'48''$ WEST along said northeasterly line of Route 91 a distance of six hundred sixty-seven and sixty-eight one-hundredths (667.68) feet to an iron pin; thence

NORTHWESTERLY along the northeasterly line of said Route 91 and along a curve having a radius of four thousand four hundred fifty and no one-hundredths (4,450.00) feet a distance of sixty-seven and twenty-two one-hundredths (67.22) feet to an iron pin; thence

NORTH $28^{\circ}42'57''$ WEST along land now or formerly of Harold and Russell Pomeroy a distance of one hundred ninety-six and forty-eight one-hundredths (196.48) feet to an iron pin set in the southeasterly line of a drainage brook belonging to City of Northampton; thence

NORTH $17^{\circ}03'12''$ EAST along land of the City of Northampton, a distance of one thousand one hundred forty-two and thirty-nine one-hundredths (1,142.39) feet to an iron pin; thence

SOUTH $24^{\circ}36'30''$ EAST along land now or formerly of James Elwell Estate a distance of eight hundred thirty-four and fifty-seven one-hundredths (834.57) feet to an iron pin; thence

SOUTH $45^{\circ}40'25''$ EAST along land now or formerly of said Elwell Estate a distance of four hundred seventy-five and four one-hundredths (475.04) feet to an iron pin; thence

SOUTH $70^{\circ}03'55''$ WEST along land now or formerly of John I Bak a distance of one hundred forty-six and eighty-five one-hundredths (146.85) feet to an iron pin; thence

SOUTH $20^{\circ}03'35''$ EAST along land now or formerly of said Bak a distance of eighty-one and twenty-three one-hundredths (81.23) feet to a point; thence

SOUTH $69^{\circ}13'06''$ WEST along land now or formerly of Frank J. Anciporch a distance of four hundred fifty-five and ninety-two one-hundredths (455.92) feet to a point; thence

SOUTH $66^{\circ}44'48''$ EAST along land of said Anciporch three hundred eighty-five and two one-hundredths (385.02) feet to a point in then northly line of said Damon Road; thence

SOUTHWESTERLY along said Damon Road along a curve having a radius of seven hundred and no one-hundredths (700.00) feet a distance of fifty-nine and two one-hundredths (59.02) feet to a point; thence

SOUTH $69^{\circ}03'43''$ WEST along said Damon Road a distance of fifteen and thirty-four one-hundredths (59.34) feet to the point of beginning.

Containing 16.171 acres, more or less, according to said plan.

RIVER RUN CONDOMINIUM

EXHIBIT B

Eight (8) buildings comprise the Condominium and are located at 80 Damon Road, Northampton, Hampshire County, Massachusetts.

Each building consists of ground, first and second floors. Each building contains 27 residential condominium units, for a total of 216 units in the Condominium.

Each building is of brick and wood frame construction with a concrete foundation, gypsum wall board walls and a flat biluminous roof with mansards. The ground floor is constructed as a concrete slab below grade.

RIVER RUN CONDOMINIUM

EXHIBIT C

<u>UNIT NO.</u>	<u>FLOOR</u>	<u># OF ROOMS*</u>	<u>APPROX. AREA IN SQUARE FEET</u>	<u>PERCENT INTEREST IN COMMON ELEMENTS</u>
1101	1st & 2nd	5	1197	.5422 -
1102	1st & 2nd	5	1197	.5422 -
1103	ground	4	729	.3829 ✓
1104	ground	5	1056	.4663 -
1106	ground	5	1056	.4663 -
1107	ground	5	1056	.4663 ✓
1108	ground	4	729	.3829 ✓
1109	ground	5	1056	.4663 -
1110	ground	3	492	.3002
1111	1st & 2nd	5	1197	.5422
1112	1st & 2nd	5	1197	.5422 ✓
1201	first	4	729	.4208 ✓
1202	first	5	1056	.5042 ✓
1203	first	4	729	.4208 ✓
1204	first	5	1056	.5042 ✓
1205	first	5	1056	.5042 ✓
1206	first	4	729	.4208 ✓
1207	first	5	1056	.5042 ✓
1208	first	3	729	.4208 ✓
1301	second	4	729	.4208 ✓
1302	second	5	1056	.5042 ✓
1303	second	4	729	.4208 ✓
1304	second	5	1056	.5042 ✓
1305	second	5	1056	.5042 ✓
1306	second	4	729	.4208 ✓
1307	second	5	1056	.5042 ✓
1308	second	4	729	.4208 ✓

RIVER RUN CONDOMINIUM

EXHIBIT C (continued)

<u>UNIT NO.</u>	<u>FLOOR</u>	<u># OF ROOMS*</u>	<u>APPROX. AREA IN SQUARE FEET</u>	<u>PERCENT INTEREST IN COMMON ELEMENTS</u>
2101	1st & 2nd	5	1197	.5422 ✓
2102	1st & 2nd	5	1197	.5422 ✓
2103	ground	4	729	.3829 ✓
2104	ground	5	1056	.4663 ✓
2106	ground	5	1056	.4663 ✓
2107	ground	5	1056	.4663 ✓
2108	ground	4	729	.3829 ✓
2109	ground	5	1056	.4663 ✓
2110	ground	4	586	.3002
2111	1st & 2nd	5	1197	.5422 ✓
2112	1st & 2nd	5	1197	.5422 ✓
2201	first	4	729	.4208 ✓
2202	first	5	1056	.5042 ✓
2203	first	4	729	.4208 ✓
2204	first	5	1056	.5042 ✓
2205	first	5	1056	.5042 ✓
2206	first	4	729	.4208 ✓
2207	first	5	1056	.5042 ✓
2208	first	4	729	.4208 ✓
2301	second	4	729	.4208 ✓
2302	second	5	1056	.5042 ✓
2303	second	4	729	.4208 ✓
2304	second	5	1056	.5042 ✓
2305	second	5	1056	.5042 ✓
2306	second	4	729	.4208 ✓
2307	second	5	1056	.5042 ✓
2308	second	4	729	.4208 ✓

RIVER RUN CONDOMINIUM

EXHIBIT C (continued)

<u>UNIT NO.</u>	<u>FLOOR</u>	<u># OF ROOMS*</u>	<u>APPROX. AREA IN SQUARE FEET</u>	<u>PERCENT INTEREST IN COMMON ELEMENTS</u>
3101	1st & 2nd	5	1197	.5422 ✓
3102	1st & 2nd	5	1197	.5422 ✓
3103	ground	4	729	.3829 ✓
3104	ground	5	1056	.4663 ✓
3106	ground	5	1056	.4663 ✓
3107	ground	5	1056	.4663 ✓
3108	ground	4	729	.3829 ✓
3109	ground	5	1056	.4663 ✓
3110	ground	4	586	.3002
3111	1st & 2nd	5	1197	.5422 ✓
3112	1st & 2nd	5	1197	.5422 ✓
3201	first	4	729	.4208 ✓
3202	first	5	1056	.5042 ✓
3203	first	4	729	.4208 ✓
3204	first	5	1056	.5042 ✓
3205	first	5	1056	.5042 ✓
3206	first	4	729	.4208 ✓
3207	first	5	1056	.5042 ✓
3208	first	4	729	.4208 ✓
3301	second	4	729	.4208 ✓
3302	second	5	1056	.5042 ✓
3303	second	4	729	.4208 ✓
3304	second	5	1056	.5042 ✓
3305	second	5	1056	.5042 ✓
3306	second	4	729	.4208 ✓
3307	second	5	1056	.5042 ✓
3308	second	4	729	.4208 ✓

RIVER RUN CONDOMINIUM

EXHIBIT C (continued)

<u>UNIT NO.</u>	<u>FLOOR</u>	<u># OF ROOMS*</u>	<u>APPROX. AREA IN SQUARE FEET</u>	<u>PERCENT INTEREST IN COMMON ELEMENTS</u>
4101	1st & 2nd	5	1197	.5422 ✓
4102	1st & 2nd	5	1197	.5422 ✓
4103	ground	4	729	.3829 ✓
4104	ground	5	1056	.4663 ✓
4106	ground	5	1056	.4663 ✓
4107	ground	5	1056	.4663 ✓
4108	ground	4	729	.3829 ✓
4109	ground	5	1056	.4663 ✓
4110	ground	4	586	.3002
4111	1st & 2nd	5	1197	.5422 ✓
4112	1st & 2nd	5	1197	.5422 ✓
4201	first	4	729	.4208 ✓
4202	first	5	1056	.5042 ✓
4203	first	4	729	.4208 ✓
4204	first	5	1056	.5042 ✓
4205	first	5	1056	.5042 ✓
4206	first	4	729	.4208 ✓
4207	first	5	1056	.5042 ✓
4208	first	4	729	.4208 ✓
4301	second	4	729	.4208 ✓
4302	second	5	1056	.5042 ✓
4303	second	4	729	.4208 ✓
4304	second	5	1056	.5042 ✓
4305	second	5	1056	.5042 ✓
4306	second	4	729	.4208 ✓
4307	second	5	1056	.5042 ✓
4308	second	4	729	.4208 ✓

EXHIBIT C (continued)

<u>UNIT NO.</u>	<u>FLOOR</u>	<u># OF ROOMS*</u>	<u>APPROX. AREA IN SQUARE FEET</u>	<u>PERCENT INTEREST IN COMMON ELEMENTS</u>
5101	1st & 2nd	5	1197	.5422✓
5102	1st & 2nd	5	1197	.5422✓
5103	ground	4	729	.3829✓
5104	ground	5	1056	.4663✓
5106	ground	5	1056	.4663✓
5107	ground	5	1056	.4663✓
5108	ground	4	729	.3829✓
5109	ground	5	1056	.4663✓
5110	ground	4	586	.3002
5111	1st & 2nd	5	1197	.5422✓
5112	1st & 2nd	5	1197	.5422✓
5201	first	4	729	.4208✓
5202	first	5	1056	.5042✓
5203	first	4	729	.4208✓
5204	first	5	1056	.5042✓
5205	first	5	1056	.5042✓
5206	first	4	729	.4208✓
5207	first	5	1056	.5042✓
5208	first	4	729	.4208✓
5301	second	4	729	.4208✓
5302	second	5	1056	.5042✓
5303	second	4	729	.4208✓
5304	second	5	1056	.5042✓
5305	second	5	1056	.5042✓
5306	second	4	729	.4208✓
5307	second	5	1056	.5042✓
5308	second	4	729	.4208✓

EXHIBIT C (continued)

<u>UNIT NO.</u>	<u>FLOOR</u>	<u># OF ROOMS *</u>	<u>APPROX. AREA IN SQUARE FEET</u>	<u>PERCENT INTEREST IN COMMON ELEMENTS</u>
6101	1st & 2nd	5	1197	.5422 ✓
6102	1st & 2nd	5	1197	.5422 ✓
6103	ground	4	729	.3829 ✓
6104	ground	5	1056	.4663 ✓
6106	ground	5	1056	.4663 ✓
6107	ground	5	1056	.4663 ✓
6108	ground	4	729	.3829 ✓
6109	ground	5	1056	.4663 ✓
6110	ground	3	492	.3002
6111	1st & 2nd	5	1197	.5422 ✓
6112	1st & 2nd	5	1197	.5422 ✓
6201	first	4	729	.4208 ✓
6202	first	5	1056	.5042 ✓
6203	first	4	729	.4208 ✓
6204	first	5	1056	.5042 ✓
6205	first	5	1056	.5042 ✓
6206	first	4	729	.4208 ✓
6207	first	5	1056	.5042 ✓
6208	first	4	729	.4208 ✓
6301	second	4	729	.4208 ✓
6302	second	5	1056	.5042 ✓
6303	second	4	729	.4208 ✓
6304	second	5	1056	.5042 ✓
6305	second	5	1056	.5042 ✓
6306	second	4	729	.4208 ✓
6307	second	5	1056	.5042 ✓
6308	second	4	729	.4208 ✓

EXHIBIT C (continued)

<u>UNIT NO.</u>	<u>FLOOR</u>	<u># OF ROOMS*</u>	<u>APPROX. AREA IN SQUARE FEET</u>	<u>PERCENT INTEREST IN COMMON ELEMENTS</u>
7101	1st & 2nd	5	1197	.5422 ✓
7102	1st & 2nd	5	1197	.5422 ✓
7103	ground	4	729	.3829 ✓
7104	ground	5	1056	.4663 ✓
7106	ground	5	1056	.4663 ✓
7107	ground	5	1056	.4663 ✓
7108	ground	4	729	.3829 ✓
7109	ground	5	1056	.4663 ✓
7110	ground	4	586	.3002
7111	1st & 2nd	5	1197	.5422 ✓
7112	1st & 2nd	5	1197	.5422 ✓
7201	first	4	729	.4208 ✓
7202	first	5	1056	.5042 ✓
7203	first	4	729	.4208 ✓
7204	first	5	1056	.5042 ✓
7205	first	5	1056	.5042 ✓
7206	first	4	729	.4208 ✓
7207	first	5	1056	.5042 ✓
7208	first	4	729	.4208 ✓
7301	second	4	729	.4208 ✓
7302	second	5	1056	.5042 ✓
7303	second	4	729	.4208 ✓
7304	second	5	1056	.5042 ✓
7305	second	5	1056	.5042 ✓
7306	second	4	729	.4208 ✓
7307	second	5	1056	.5042 ✓
7308	second	4	729	.4208 ✓

EXHIBIT C (continued)

<u>UNIT NO.</u>	<u>FLOOR</u>	<u># OF ROOMS*</u>	<u>APPROX. AREA IN SQUARE FEET</u>	<u>PERCENT INTEREST IN COMMON ELEMENTS</u>
8101	1st & 2nd	5	1197	.5422 ✓
8102	1st & 2nd	5	1197	.5422 ✓
8103	ground	4	729	.3829 ✓
8104	ground	5	1056	.4663 ✓
8106	ground	5	1056	.4663 ✓
8107	ground	5	1056	.4663 ✓
8108	ground	4	729	.3829 ✓
8109	ground	5	1056	.4663 ✓
8110	ground	4	586	.3002
8111	1st & 2nd	5	1197	.5422 ✓
8112	1st & 2nd	5	1197	.5422 ✓
8201	first	4	729	.4208 ✓
8202	first	5	1056	.5042 ✓
8203	first	4	729	.4208 ✓
8204	first	5	1056	.5042 ✓
8205	first	5	1056	.5042 ✓
8206	first	4	729	.4208 ✓
8207	first	5	1056	.5042 ✓
8208	first	4	729	.4208 ✓
8301	second	4	729	.4208 ✓
8302	second	5	1056	.5042 ✓
8303	second	4	729	.4208 ✓
8304	second	5	1056	.5042 ✓
8305	second	5	1056	.5042 ✓
8306	second	4	729	.4208 ✓
8307	second	5	1056	.5042 ✓
8308	second	4	729	.4208 ✓

*The number of rooms does not include closets, foyers, baths, balconies or patios.

RIVER RUN CONDOMINIUM

Exhibit C (continued)

The Unit dimensions shown on the Plans extend to interior wall surfaces but, as hereinafter set forth, Unit boundaries extend in most cases to the plane of the interior surface of the wall studs.

The boundaries of the Units, with respect to the floors, ceilings, doors, and windows thereof are as follows:

- (1) Floors: the plane of the upper surface of the subflooring, or in the case of those Units without subflooring, the plane of the upper surface of the floor slab.
- (2) Ceilings: the plane of the lower surface of the ceiling joist or, in the case of a Unit situated immediately beneath an exterior roof, the plane of the lower surface of the roof rafters.
- (3) Interior Building Walls between Units and between Units and Common Areas: the plane of the surface of the wall furrings or studs, or the plane of the surface facing such unit of the masonry or cement when masonry or cement is the finished material.
- (4) Doors and Windows: the plane of the exterior surface of doors, the exterior surface of window glass and the interior surface of the window frames.
- (5) Exterior Building Walls: the plane of the interior surface of wall furring, or the plane of the interior surface of the masonry when masonry is the finished material.

RIVER RUN CONDOMINIUM

Exhibit C (continued)

IMMEDIATE ACCESS TO COMMON AREA

Each Unit has immediate access to Common Area hallways on its respective floor. The Common Area hallways lead, via stairwells, to either a front or rear entrance located on the ground floor of each building, except Units 1110 and 6110 have only a front immediate access to said Common Area hallways.

The second means of immediate access for Units 1101, 1102, 1111, 1112, 2101, 2102, 2111, 2112, 3101, 3102, 3111, 3112, 4101, 4102, 4111, 4112, 5101, 5102, 5111, 5112, 6101, 6102, 6111, 6112, 7101, 7102, 7111, 7112, 8101, 8102, 8111 and 8112 is reached by passing over the respective patios. The Common Area hallways on the ground floor in Buildings 2, 3, 4, 5, 7 and 8 lead to the laundry area, storage area, electrical equipment room and mechanical room. The Common Area hallways on the ground floor in Buildings 1 and 6 lead to the laundry area, storage area and electrical equipment room.

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DECLARATION OF
RIVER RUN CONDOMINIUM TRUST

THIS DECLARATION OF TRUST, made this 20th day of August, 1986 by Rudolph Pesselman, Leonard J. Aronson, and William H. Walsh (hereinafter called the "Trustees", which term and any pronoun referring thereto shall be deemed to include their 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 hereby created shall be known as the River Run 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 (hereinafter sometimes referred to as the "Condominium Law") for the purpose of managing and regulating the River Run Condominium (hereinafter referred to as the "Condominium"), established and created by a Master Deed executed by the owner of the land described therein, dated the same date as the date of this Trust and recorded herewith (such owner being hereinafter sometimes referred to as "Declarant").

2.2 Definitions. Unless the context otherwise requires, the definitions contained in Section 1 of the Condominium Law shall be applicable to this Trust.

2.3 Trust and Not Partnership. It is hereby expressly declared that a trust and not a partnership or corporation is hereby created and that the Unit Owners are beneficiaries and not partners or associates between and among themselves with respect to the trust property, and hold no relation to the Trustees other than as beneficiaries, 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 who are owners from time to time of the Units in the Condominium. The beneficial interest of each Unit Owner is set forth in Exhibit C of the Master Deed.

ARTICLE III - The Trustees

3.1 Number of Trustees, Vacancies. There shall be at all times not less than two Trustees nor more than seven, such

number to be determined from time to time by vote at the annual or any special meeting of Unit Owners holding not less than fifty-one percent of the beneficial interest hereunder; provided, however, that until the Declarant ceases to own more than 200 of the units described in the Master Deed, the number of Trustees shall be three persons consisting of the original Trustees or successor Trustees as designated by the Declarant. At such time as the Declarant ceases to own more than 200 units, or two years from the date the first Unit Deed is recorded, whichever first occurs, the office held by the original Trustees, or their successors designated by the Declarant, shall be deemed vacant so as to permit such vacancies to be filled in the manner hereinafter set forth. Until such vacancies have been filled, or until the expiration of a period of thirty days after the date upon which Declarant ceases to own more than 200 units, whichever shall first occur, the Trustees may continue to act hereunder. 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 two years and until their successors have been elected or appointed and qualified.

If and whenever the number of such Trustees shall become less than two or less than the number of Trustees last determined as aforesaid, a vacancy or vacancies in said office shall be deemed to exist. Each such vacancy shall be filled by the appointment of a successor who shall be designated by Unit Owners holding at least fifty-one percent of the beneficial interest hereunder; if such successor shall not be so designated within thirty days after the vacancy occurs, then the remaining Trustees or Trustee shall make such appointment. 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, an instrument in writing signed by such successor and by a majority of the Trustees and acknowledged by such successor and by at least one of said Trustees. 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 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 and after notice to all Unit Owners and Trustees and to such other as the

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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 and a quorum shall consist of a majority of the Trustees but in no event less than two Trustees. The Trustees, provided there shall be at least two Trustees in office, may also act without a meeting if a written assent thereto is signed by two-thirds of the Trustees then in office.

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. After reasonable notice and an opportunity to be heard, a Trustee may be removed from office with or without cause by a vote of Unit Owners holding at least fifty-one percent of the beneficial interest hereunder, except as otherwise provided in Section 3.1 with respect to the original Trustees or their successors designated by the Declarants. Such removal shall become effective upon the recording at said Registry of Deeds of an instrument signed by a majority of the Trustees and acknowledged by at least one Trustee.

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

3.5 Compensation of Trustees. The Trustees shall not be entitled to compensation for their services but shall be reimbursed for all out-of-pocket expenses incurred for the benefit of the trust property, which expenses shall constitute common expenses of the Condominium.

3.6 No Liability if in Good Faith. No Trustee hereinbefore named or appointed as hereinbefore provided shall under any

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circumstances or in any event be held liable or accountable out of his personal assets or be deprived of compensation by reason of any action taken, suffered or omitted in good faith or be so liable or accountable for more money or other property than he actually receives, or for allowing one or more of the other Trustees to have possession of the trust books or property, or be so liable, accountable or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of the existence of any personal or adverse interest or by reason of anything except his own personal and willful malfeasance and defaults.

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 must 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 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

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among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium as set forth in Exhibit C of the Master Deed.

4.2 Persons to Vote as Unit Owners. Whenever any of said Units is owned of record by more than one person, the several owners of such Unit shall each have an equal percentage of the said beneficial interest. In the case of voting of the beneficial interest where fewer than all of the owners of record of such Unit are voting, the owner or owners voting shall vote the whole beneficial interest of such Unit.

ARTICLE V - By-Laws

The provisions of the 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 applicable, 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 or any part of 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

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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 of parts thereof, including, without thereby limiting the generality of the foregoing, leases, sub-leases, easements, licenses or concessions, upon such terms and conditions and with such stipulations and agreements as they shall deem desirable, even if the same extends 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;

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 them, 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;

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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 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 such agents, managers, officers, board of managers, brokers, employees, servants, assistants and counsel (which counsel may be a firm of which one or more of the Trustees are members) 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 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; and

5.1.16 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

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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 by 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.

5.2 Maintenance and Repair of Units

5.2.1 Each Unit Owner shall be responsible for the proper maintenance and repair of his Unit and the maintenance, repair and replacement of utility fixtures therein serving the same, including without limitation, interior finish walls, ceilings and floors; windows and the interior portions of window frames; interior window trim; doors; the interior portions of door frames and interior door trim; plumbing and sanitary waste fixtures and fixtures for water and other utilities; electrical fixtures and outlets; and all wires, pipes, drains conduits for water, sewerage, electric power and light, telephone and any other utility services which are contained in and serve such Unit solely. Each Unit Owner shall be responsible for all damages to any and all 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 the interior of a Unit is in such need of maintenance or repair that the market value of one or more other Units is being adversely affected or that the condition of a Unit or any fixtures, furnishing, facility or equipment therein is hazardous to any Unit or the occupants thereof, the Trustees shall in writing request the Unit Owner to perform the needed maintenance, repair or replacement or to correct the hazardous condition, and in case such work shall not have been commenced within fifteen days (or such reasonable shorter period in case of emergency as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of such Unit Owner whose Unit is in need of work and to enter upon and have access to such Unit for such purposes; 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. The Trustees shall be responsible for the proper maintenance, repair, and replacement of the common areas and facilities of the Condominium (see Section 5.6 for specific provisions dealing with repairs and replacement necessitated because of casualty loss) and any two Trustees or any others who may be so

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designated by the Trustees, may approve payment of vouchers for such work, and the expenses of such maintenance, repair and replacement shall be assessed to the Unit Owners as common expenses of the Condominium at such times and in such amounts as provided in Section 5.4; provided, however, that if the maintenance, repair or replacement of the common areas and facilities is necessitated by the negligence or misuse of a Unit Owner, either directly or by virtue of his failure to properly maintain, repair or replace his Unit, the expenses of such maintenance, repair and replacement may be 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, including the Declarants, 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 ARTICLE IV hereof. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees shall, to such extent as they deem advisable, set aside common funds of the Condominium as reserve or contingent funds, and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or, subject to the provisions of Section 5.6, for repair, rebuilding or restoration of the trust property or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.

5.4.2 At least thirty days prior to the commencement of each fiscal year of this trust (and within thirty days after the execution hereof with respect to the portion of a fiscal year then remaining), the Trustees shall estimate the common expenses expected to be incurred during such fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessments, according to their respective percentages of undivided beneficial interests hereunder, and such statements shall, unless otherwise provided herein, be due and payable within thirty days after the same are rendered. 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, they shall make a supplemental assessment or assessments and render statements therefor in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The Trustees may in their discretion provide for payments or statements in monthly or other installments. The amount of each such payment, together with interest thereon, if

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not paid when due, at a rate equal to the rate of interest charged to its most favored customers, which may be called prime rate, of the First National Bank of Boston, shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to the provisions of Section 6 of the Condominium Law. The Trustees shall determine, in addition, the working capital requirements of the Condominium Trust and, from time to time, may establish and set aside as a common charge such amount or amounts as they may deem necessary and/or advisable to establish and maintain adequate working capital and reserves. Simultaneously with the initial purchase of a unit from the Declarant, the purchaser shall make a contribution to the working capital fund of the Condominium Trust in such amount as shall be determined by the Trustees but in no event less than the proportionate share of one (1) year's insurance premium covering the property attributable to such Unit and three (3) months' common charges. A working capital fund contribution shall be made to the Trust for each unsold unit within sixty (60) days after the date of conveyance of the first unit. Assessments of the monthly common charges will commence with the first day of the month commencing next after sixty (60) days from the recording of the first unit deed or such earlier time as the Trustees may determine. During such period, owners of units conveyed by the Declarant shall make monthly payments to the Condominium Trust equal to the monthly common charge to offset operating expenses as hereinafter set forth. During such period, the Declarant shall be responsible for the operating expenses of the building and shall be entitled to be reimbursed for such expenses by the Condominium Trust, but in no event shall the Condominium Trust be obliged to reimburse the Declarant for an amount in excess of what has been collected from Unit Owners during said period.

5.4.3 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 them 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, such insurance to cover the building and all other insurable improvements forming part of the common areas and facilities, including the heating equipment and other service machinery,

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apparatus, equipment and installations in the common areas and facilities, and including also all such portions and elements of the Units as the Unit Owners are responsible for under Section 5.2.1, but not including (a) the furniture, furnishings or other personal property of the Unit Owners; or (b) improvements within a Unit made by the Owners subsequent to the first sale of such Unit by the Declarants, unless such improvement has been made with the written consent of the Trustees pursuant to which such Unit Owner agrees to pay any additional insurance premiums resulting therefrom. If such agreement is not made, insuring such improvement shall be the separate responsibility of the Unit Owner. Such insurance shall, insofar as practicable, be maintained in an amount equal to at least 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), and shall insure against (a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement; and (b) such other hazards or risks as the Trustees from time to time in their discretion shall determine to be appropriate, including, but not limited to, vandalism, malicious mischief, windstorm and water damage, and boiler and machinery explosion or damage. Such insurance may have a deductible amount to be determined from time to time by the Trustees and all such policies shall have an agreed amount endorsement or its equivalent, if applicable, or an inflation guard endorsement.

5.5.2 All policies of casualty or physical damage insurance shall, insofar as practicable, provide (a) that such policies may not be cancelled, terminated or substantially modified as to amount of coverage or risks covered without at least thirty days' written notice to the insureds and first mortgagees; (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; and (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.

5.5.3 The Trustee or Trustees hereunder designated as Insurance Trustee or Trustees as fore said, 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 V. With respect to losses covered by such insurance which affect portions or elements of a Unit, or of more than one Unit to substantially the same or to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Trustees in a fair and equitable manner.

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5.5.4 The Trustees shall also so obtain and maintain, to the extent available, master policies of insurance with respect to the common areas and facilities, 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 an amount of not less than One Million (\$1,000,000.00) Dollars per occurrence for personal injury and/or property damage; (b) workmen'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 Trustees a Certificate of Insurance if such liability is otherwise insured against, it being agreed that the Trustees may waive such requirement in any particular instance, at their discretion; (c) such other risks as the Trustees in their discretion deem it appropriate to insure; and (d) if there is a steam boiler in operation in the premises, boiler explosion insurance evidenced by the standard form of boiler and machinery policy and providing as a minimum, \$100,000 per accident per location. All such insurance shall be in such amounts and forms as the Trustees shall in their discretion deem appropriate, and shall, insofar as practicable, contain provisions as set forth with respect to non-cancellation, waiver of subrogation, waiver of defense based on conduct of any insured, and non-contribution.

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

5.5.6 Each Unit Owner may obtain additional insurance for his or her own benefit at his or her own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Trustees pursuant to Section 5.5.1 above and each Unit owner hereby assigns to the Trustees the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms of this Section 5.5.6 as if produced by such coverage. Copies of all such policies (except policies covering only personal property of individual Unit Owners) shall be filed with the Trustees.

5.5.7 Each Unit Owner shall notify the Trustees of all improvements to his or her unit (except personal property other than fixtures) which exceed a total value of \$1,000 within 20 days after the commencement of construction of such improvements and upon receipt of such notice the Trustees shall notify the insurer under any policy obtained pursuant to Section 5.5.1 hereof of any such improvements.

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

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discretion whether or not such loss exceeds ten 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 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 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 of the common areas and facilities of the Condominium, or shall be requested in writing by Unit Owners holding twenty-five percent or more of the beneficial interest hereunder to make any such improvement, the Trustees shall submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same; and (b) a copy of the provisions of Section 18 of the Condominium Law. Notwithstanding the foregoing, so long as the Declarants have any beneficial interest hereunder, the Trustees shall not be required to submit the aforementioned documents to the Unit Owners unless a request for improvements is made by Unit Owners holding at least fifty percent of the beneficial interest hereunder. Upon whichever of the following shall first occur, namely, (a) the receipt by the Trustees of such agreement signed by Unit Owners holding at least seventy-five percent of the beneficial interest hereunder; or (b) the expiration of ninety 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 exceeds fifty percent, the Trustees shall proceed to make the improvement or improvements specified in such agreement.

5.6.3 Notwithstanding anything in Paragraphs 5.6.1 and 5.6.2 contained, (a) in the event that any Unit Owner or Owners shall by notice in writing to the Trustees dissent from any determination of the Trustees with respect to the value of the Condominium or of any Unit or Units or any other determination or action of the Trustees under this Section 5.6, and such dispute shall not be resolved within thirty days after such notice, then either the Trustees or the dissenting Unit Owner or

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Owners may submit the matter to arbitration, and for that purpose, one arbitrator shall be designated by the Trustees, one by the dissenting Unit Owner or Owners and a third by the two arbitrators so designated and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association; and (b) the Trustees shall not in any event be 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 and 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 provisions and intent of the Master Deed, the Trustees may, but shall not be obligated to, authorize such improvement to be made at the sole expense of the Unit Owner proposing the same, without the consent or approval of other Unit Owners, subject to such contractual undertakings of the Unit Owner proposing such improvement as the Trustees in their reasonable discretion deem to be necessary or desirable in the circumstances.

5.7 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, and such restrictions 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.

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 the Trustees may establish, provided, however, that written notice of each meeting stating the place, day and hour thereof shall be given at least four days before such meeting to each of the Trustees.

5.8.2 There shall be an annual meeting of the Unit Owners on the third Tuesday in May of each year, commencing with the year 1987, at 7:30 p.m. in Northampton, Massachusetts, or at such other reasonable place and time as may be designated by the

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Trustees by written notice given to the Unit Owners at least seven days prior to the date so designated. Special meetings of the Unit Owners may be called at any time by the Trustees and shall be called by them upon the written request of Unit owners holding at least 33 1/3 percent of the beneficial interest. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Trustees to the Unit Owners at least fourteen days prior to the date so designated. At the annual meeting of the Unit Owners, the Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Trustees propose to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter.

5.3.3 Whenever at any meeting the Trustees propose to submit to the Unit Owners any matter with respect to which specific approval of, or action by, the Unit Owner is required by law or this trust, the notice of such meeting shall so state and reasonably specify such matter. Unit Owners entitled to more than fifty-one (51%) percent of the beneficial interest of this trust shall constitute a quorum at all meetings. Any action voted at a meeting shall require the vote of more than fifty-one (51%) percent of the beneficial interest in this trust, except where the other provisions of this trust or Chapter 183A require a larger percentage.

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

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

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or registered mail within a period of sixty 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 Trustees, or by any person or persons to whom such power may at any time or from time to time be delegated by not less than a majority of the Trustees.

5.12 Seal. The Trustees may adopt a seal circular in form bearing the inscription "River Run Condominium Trust - 1987" - 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 year ending with the last day of April or such other date as may from time to time be determined by the Trustees.

5.14 Removal from Condominium Law. Until such time as the Declarants have no beneficial interest hereunder, Unit Owners holding one hundred percent of the beneficial interest shall be required to approve the removal of the Condominium described herein from the provisions of the Condominium Law, and thereafter, the provisions of Section 19 of said Law shall apply; provided, however, if the Declarants approve of such removal, the approval of Unit Owners holding at least seventy-five percent of the beneficial interest, in the aggregate, shall be required for such removal.

5.15 Total or Partial Condemnation, Loss or Destruction; Termination of Project. The Condominium Trust shall represent the unit estate owners in any condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for acquisition of the common areas, or part thereof. Each unit estate owner appoints the Condominium Trust as attorney-in-fact for such purposes.

5.15.1 In the event of a taking or acquisition of part or all of the common areas by a condemning authority, the award or proceeds of settlement shall be payable to the Condominium Trust, or any trustee, for the use and benefit of the unit estate owners and their mortgagees as their interests may appear.

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

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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 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 provisions or powers herein contained.

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

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

6.4 Certifications by Trustees for Recording. 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

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more of them which it may be deemed desirable to record may be recorded with the Hampshire 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 alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with said Registry of Deeds. Any certificate signed by the Trustees in office at the time or any one or more of them, setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by the Trustees hereunder 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.

6.5 Common Expense Certificate. Notwithstanding any other provisions of this ARTICLE VI, any certificate setting forth the amount of unpaid common expenses assessed against any Unit Owner as provided by subsection (d) of section 6 of Chapter 183A, shall be conclusive evidence of the facts stated therein if signed by any Trustee then in office.

ARTICLE VII - Amendments and Termination

7.1 Amendment of Trust. The Trustees, with the consent in writing of Unit Owners holding at least fifty-one 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 Declarants prior to the date on which the Declarants cease to own more than 200 units described in the Master Deed, or two years from the date the first unit deed is recorded, whichever first occurs; 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

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the percentage of the individual interest of such Unit Owner in the common areas and facilities as set forth in the Master Deed, or

7.1.3 Would render this Trust contrary to or inconsistent with any requirements or provisions of the Condominium Law.

7.2 Necessity for Recording Amendments, Alterations, Additions, or Changes. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this ARTICLE VII shall become effective upon the recording with 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 Unit Owners herein required to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with the prerequisites to the validity of such amendment, alteration, addition or change, whether stated in such instrument or note, 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 may be modified by Section 5.14 hereof.

7.4 Disposition of Property on Termination. Upon termination of this Trust, the Trustees may, subject to and in accordance with the 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 obligations, shall divide the proceeds thereof among, and distribute in kind (at valuations made by them which shall be conclusive) all other property then held by them in trust hereunder to the Unit Owners according to their respective percentages of beneficial interest hereunder. In making any sale under this provisions, the Trustees shall have power to sell 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 by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of

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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.

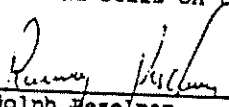
ARTICLE VIII - Construction and Interpretation

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 (joint stock or otherwise), trusts and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. The cover, title, headings of different parts hereof, the table of contents and the marginal notes, if any, are inserted only for the convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation, or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the law of the Commonwealth of Massachusetts.

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

8.3 Conflicts. If any provision of this Trust shall be invalid or shall conflict with the Condominium Law, then (a) such invalidity shall not impair or affect the validity or enforceability of the other provisions of this Trust; and (b) such conflict shall be controlled by the provisions of the Condominium Law applicable thereto.

IN WITNESS WHEREOF, the Trustees have hereunto set their hands and seals on the day and year first above set forth.


Rudolph Feseiman


Leonard J. Aronson


William M. Walsh

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COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

August 20, 1986

Then personally appeared the above-named Rudolph Peselman, Leonard J. Aronson, and William H. Walsh and acknowledged the foregoing instrument to be their free act and deed, before me.

Martha L. Gloden
NOTARY PUBLIC

My Commission Expires:

3/24/93

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RULES AND REGULATIONS
RIVER RUN CONDOMINIUM TRUST

1. No part of the Property shall be used for any purpose except housing, and the common recreational purposes for which the Property was designed.
2. There shall be no obstruction of the common areas, nor shall anything be stored in the common areas, without the prior consent of the Trustees except as herein or in the By-Laws expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit, the interior of his storage enclosure and his balcony, terrace or roof deck, if any, in accordance with the provisions of the By-Laws.
3. Nothing shall be done or kept in any Unit or in the common areas which will increase the rate of insurance of the Building, or contents thereof, applicable for residential use, without the prior written consent of the Trustees. No Unit Owner shall permit anything to be done or kept in his Unit or in the common areas which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be permitted in the common areas except where provision is made.
4. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows, or placed on the outside walls or doors of the Building, and no sign, awning, canopy, shutter or radio or television antenna (except for master antenna system) shall be affixed to or placed upon the exterior walls, balcony/terraces, doors, roof, or any part thereof, or exposed on or at any window, without the prior consent of the Trustees.
5. No noxious or offensive activity shall be carried on in any Unit, or in the common areas, nor shall anything be done therein, wither willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall made or permit any disturbing noises by himself, his family, servants, employees, agents, visitors and licensees, not do or permit anything by such persons that will interfera with rights, comforts, or convenience of other Unit Owners. No Unit Owner shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set or radio in his Unit at unreasonable hours if the same shall disturb or annoy other

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- occupants of the Building. No Unit Owner shall conduct or permit to be conducted, vocal or instrumental practice, nor give nor permit to be given vocal or instrumental instruction at any time.
6. Nothing shall be done in any Unit or in, on or to the common areas which will impair the structural integrity of any Building or which would structurally change any of the Building.
 7. No clothes, sheets, blankets, laundry, or any kind of other articles shall be hung out of a Unit or exposed on any part of the common areas. The common areas shall be kept free and clear of rubbish, debris, and other unsightly materials.
 8. Except in recreational or storage areas designated as such by the Board of Trustees, there shall be no playing, lounging, or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs, on any part of the common areas except that terraces and balconies may be used for their usual intended purposes. Storage by Unit Owners in areas designated by the Board of trustees shall be at the Unit Owner's risk.
 9. No industry, business, trade, or occupation of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise shall be conducted, maintained or permitted in any part of the Property, nor shall any "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any Unit therein nor shall any Unit be used or rented for transient, hotel or motel purposes. The right is reserved by the Grantor and the Board of Trustees, or its agent, to place "For Sale," "For Rent" or "For Lease" signs on any unsold or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee, but in no event will any sign be larger than one (1') foot by two (2') feet.
 10. Nothing shall be altered or constructed in or removed from the common areas and facilities, except upon the written consent of the Trustees.
 11. No public hall of the Building nor any portion of the common areas shall be decorated or furnished by any Unit Owner in any manner.

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12. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or permit to be swept or thrown therefrom, or from the doors, windows, terraces or balconies thereof, any dirt or other substance.
13. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit.
14. The agents of the Board of Trustees or the managing agent, may enter any room or Unit in the Building at any time in case of emergency.
15. Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by resolution of the Board of Trustees.
16. No garbage cans shall be placed in the halls or on the staircase landings, nor shall anything be hung from the windows, terraces or balconies or placed upon the window sills. Nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies or terraces.
17. No terrace or balcony shall be decorated, enclosed or covered by an awning or otherwise without the consent in writing of the Board of Trustees.
18. No Unit Owner or occupant or any of his agents, servants, employees, licensees or visitors shall, at any time, bring into or keep any flammable, combustible or explosive fluid, material, chemical or substance, except such lighting and cleaning fluids as are customary for residential use.
19. If any key or keys are entrusted by a Unit Owner or occupant or any member of his family or by his agent, servant, employee, licensee or visitor to any employee of the Board of Trustees, whether for such Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board of Trustees shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

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- 20. The Board of Trustees, or its designated agent, may retain a pass key to each Unit. No Unit Owner shall alter any lock or install a new lock or a knocker on any door of a Unit without the written consent of the Board of Trustees. In case such consent is given, the Unit Owner shall provide the Board of Trustees, or its agent, with an additional key, pursuant to its right of access to the Unit.
- 21. The Board of Trustees may charge quests for the use of the swimming pool and may restrict the number of guests that may use the swimming pool.
- 22. The swimming pool may not be used unless the user is accompanied by a Unit Owner, and a life guard is present at the swimming pool.
- 23. Rules of behavior for the swimming pool and pool area will be promulgated by the Board of Trustees. Rules and Regulations governing the use of other common areas and facilities may be promulgated by the Board of Trustees. All Unit Owners, their families, invitees and guests must abide by such rules.
- 24. Draperies or curtains must be installed by each Unit Owner on all windows of his or her Unit and must be maintained in said windows at all times. The color of the portion of said draperies, blinds or curtains visible from the exterior shall conform to standards specified by the Board of Trustees.
- 25. The Board of Trustees shall, from time to time, promulgate a list of service and convenience individuals and firms such as dry-cleaners, launderers, milkmen, repairmen, etc. who are authorized to do business on the Property. No other such individuals or firms shall be authorized on the Property without the approval of the Board of Trustees.

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 exam'd with Hampshire Reg. of Deeds Book 2787 Page 247
 Attest _____

Approved by Unit Owners at meeting on June 13, 2006

Article V. Section 5.5 of the Trust shall be amended to add Section 5.5.8 as follows:

1. Master Insurance Policy: The Condominium shall maintain insurance as required by Article V. Section 5.5 of the Trust to the extent obtainable at reasonable cost as determined by the Trustees.
2. The Trustees shall obtain a proper insurance policy with a deductible of not more than Five Thousand (\$5,000.00) Dollars.
3. The Trustees shall have the right to assess the deductible to the Unit Owners as Trustees may at their sole discretion, determine, including but not limited to assessing the deductible to Unit Owners sustaining property damage to their Unit.
4. In the event of property damage to a Unit or Units, the Trust shall not be responsible for payment of the deductible but rather said Unit Owner or Unit Owners shall be responsible for the same.
5. In the event of property damage to a Unit or Units, said Unit Owner may request that the Trust pay up to \$250 of the deductible on his/her individual homeowners policy.
6. Unit Owners may obtain certificates of insurance for the master insurance policy from the insurance agent for the Condominium. Unit Owners should provide the insurance agent with various information including the unit owner's name or buyer's name, unit number mortgage holder's name and address and the loan number of the mortgage.
7. Each Unit Owner is solely responsible for obtaining his or her own insurance coverage in appropriate kinds and amounts to insure his or her unit, personal effects and contents, unit improvements and coverage for the Condominium Trust's deductible as well as insuring for liability and all such other coverage which said unit owner desires.
8. It is suggested that all unit owners obtain endorsements to their policy for various coverage including, but not limited to, all risk coverage, loss assessment coverage and satisfactory amounts and insurance to provide coverage for the Condominium's deductible.
9. It is recommended that all Unit Owners review their own insurance coverage with their own agent or advisor.
10. Investors should also obtain coverage for loss of rent, liability and all other appropriate coverage. Investor owners should obtain written verification that their tenants have appropriate insurance coverage.
11. If a Unit Owner sustains property damage in amounts less than the Associations deductible, the Unit Owner shall be solely responsible for the cost to repair the damage and the Unit Owner should notify his or her insurance agent. The Trust will not be responsible for property damage to a Unit in an amount less than the deductible and no unit owner shall file a claim with the master insurance agent or carrier.
12. When a Unit Owner reports damage a note will be made to the file. The damage will be inspected to assess the approximate cost of damage. The Unit Owner shall notify their own insurance agent or carrier. The Unit Owner is responsible for the Condominium master policy deductible for items covered