

DECLARATION AND BYLAWS OF THE EMERALD COURT CONDOMINIUM TRUST

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As of April 1, 2008

INDEX TO CHANGES TO THE DECLARATION AND BY-LAWS
OF THE EMERALD COURT CONDOMINIUM TRUST

1. Article III, Paragraph 3.1: For changes to the composition of the Board of Trustees see “CERTIFICATE OF RESOLUTION OF THE BOARD OF TRUSTEES OF THE EMERALD COURT CONDOMINIUM TRUST”.
2. ARTICLE V, Paragraph 5.1.10: Replaced by “FIRST SPECIAL AMENDMENT TO DECLARATION AND BY-LAWS OF THE EMERALD COURT CONDOMINIUM TRUST”, Paragraph 1.
3. ARTICLE V, Paragraph 5.1.15: Replaced by “FIRST SPECIAL AMENDMENT TO DECLARATION AND BY-LAWS OF THE EMERALD COURT CONDOMINIUM TRUST”, Paragraph 2.
4. ARTICLE V, Paragraph 5.2.1 (d): Changed by “FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION AND BY-LAWS OF THE EMERALD COURT CONDOMINIUM TRUST”.
5. ARTICLE V, Paragraph 5.2.1 (l): New paragraph added by the “FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION AND BY-LAWS OF THE EMERALD COURT CONDOMINIUM TRUST”.
6. ARTICLE V, Paragraph 5.6.1 (a): Replaced by the “FIRST SPECIAL AMENDMENT TO DECLARATION AND BY-LAWS OF THE EMERALD COURT CONDOMINIUM TRUST”, Paragraph 4.
7. ARTICLE V, Paragraph 5.6.2: Typos corrected by “SPECIAL AMENDMENT TO AMENDED AND RESTATED DECLARATION AND BY-LAWS OF THE EMERALD COURT CONDOMINIUM TRUST”, Paragraph 1.
8. ARTICLE V, Paragraph 5.6.5: Replaced in “FIRST SPECIAL AMENDMENT TO DECLARATION AND BY-LAWS OF THE EMERALD COURT CONDOMINIUM TRUST”, Paragraph 5.
9. ARTICLE V, Paragraph 5.12.2: Typos corrected by “SPECIAL AMENDMENT TO AMENDED AND RESTATED DECLARATION AND BY-LAWS OF THE EMERALD COURT CONDOMINIUM TRUST”, Paragraph 2.

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**AMENDED AND RESTATED
DECLARATION AND BYLAWS OF THE
EMERALD COURT CONDOMINIUM TRUST**

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**AMENDED AND RESTATED
EMERALD COURT
CONDOMINIUM TRUST**

THIS DECLARATION OF TRUST made this _____ day of January, 2004, by Stonewood, LLC, a Massachusetts limited liability company with a principal office at 36 Hillman Street Unit 1 Tewksbury, Massachusetts 01876 (hereinafter called the "Trustee" or "Trustees", which term and any pronoun referring thereto shall be deemed to include its successors in trust hereunder and to mean the trustee or the trustees for the time being hereunder, wherever the context so permits).

ARTICLE I - NAME OF TRUST

The trust created hereby shall be known as "EMERALD COURT CONDOMINIUM TRUST".

ARTICLE II - THE TRUST AND ITS PURPOSE

2.1 General Purpose. This Trust is created as the organization of Unit Owners (hereinafter the "Owners" or "Unit Owners") as required by the provisions of Chapter 183A, as amended, of the Massachusetts General Laws (hereinafter the "Act") for the purpose of managing and regulating EMERALD COURT CONDOMINIUM (hereinafter the "Condominium"), established by a Master Deed (hereinafter the "Master Deed") executed by Stonewood, LLC, a Massachusetts limited liability company with a principal office at 36 Hillman Street Unit 1 Tewksbury, Massachusetts 01876, hereinafter called the Declarant, which term shall also include all persons or entities which may succeed to the Declarant's position as developer of the condominium in accordance with the definition of Declarant contained in paragraph 1A of the Master Deed, dated the same date as the date of this Trust and recorded herewith.

The separate Trust Groups created pursuant to paragraphs 5.4.9, 5.4.17, and 5.4.25 hereof are created for the purpose of managing the maintenance and assessments related to the Limited Common Areas and Exclusive Use Areas ("EUA") associated with the three separate components of the Condominium, those being the Villa Home Unit, the Assisted Living Unit, and the Independent Living Congregate Unit components and the related Villa Home Units Group, Assisted Living Group, and Independent Living Congregate Units Group.

2.2 Definitions. Unless the context otherwise requires, the words defined in the Master Deed and the definitions contained in Section 1 of the Act shall be applicable to this Trust. The term "Unit" shall have the same meaning as the term "Unit" as defined by Section 1 of the Act.

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 Owners are beneficiaries and not partners or associates between and among themselves with respect to the trust property, and hold no relation to the Trustees other than as beneficiaries hereunder.

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

The beneficial interest of each owner is set forth in Exhibit C to the Master Deed and made a part hereof (See Section 4.1 hereof), which interest is equal to the percentage undivided ownership of the Condominium as said percentage individual ownership interest may be amended from time to time.

ARTICLE III - THE TRUSTEES

3.1 Number of Trustees: Term of Office: Qualifications.

- * 3.1(a) and 3.1(b) have been replaced by Amendment (2011-10-18)**
- (a) Except as hereinafter provided, after the term of Stonewood, LLC, the original Trustee named herein (the "Original Trustee"), shall cease to serve, there shall be at all times not less than three (3) nor more than nine (9) Trustees, (but in any event an odd number) such number to be determined from time to time by vote of Owners holding not less than fifty-one percent of the total voting power of the Owners hereunder, which voting power shall be exercised at any annual or special meeting of the Owners. Notwithstanding anything to the contrary in this instrument, and provided that such a unit type has been constructed on the Condominium Land and has been made a part of the Condominium, not less than one (1) Trustee shall be the Owner or designee of an Owner of a Villa Home Unit, not less than one (1) Trustee shall be the Owner or designee of an Owner of an Independent Living Congregate Unit, and not less than one (1) Trustee shall be a designee of the Owner of the Assisted Living Unit. As the various Units are expected to be constructed over a potentially extended period of time and phased into the Condominium, as provided in the Master Deed and this Declaration, the foregoing requirements for the selection of the Trustees shall not, of course, be effective for any particular unit type until such time as at least one such Unit has been completed and added as a Unit of the Condominium. Provided, however, that for five (5) years from the date of recording of the Master Deed the Original Trustee shall continue to serve for this period and until its successors have been elected and qualified. If the Original Trustee shall resign, become incapacitated or be unable or unwilling to serve as Trustee during this initial five (5) year period, then the Declarant or such person or entity as may succeed to the Declarant's position as developer of the Condominium (the Declarant and all such successors being hereinafter called the "Sponsor") shall appoint its successor to fill the remainder of such term. Upon the expiration of such five (5) year term, the office of the original Trustee or its successor as designated by the Sponsor shall be deemed vacant so as to permit such vacancy to be filled in the manner provided in Section 3.3 below. Until such vacancy has been filled, however, the Original Trustee or its successor as designated by the Sponsor may continue to act. The term of office of Trustees succeeding the original Trustee shall be a period of two (2) years and until their successors have been elected and qualified. The Trustees need not be Owners.

- (b) Notwithstanding anything to the contrary in this Trust contained, the Original Trustee shall resign no later than the earliest of the following events:
 - (i) 120 days after 75% of the Villa Home Units and Independent Living Congregate Units have been conveyed to Unit purchasers; or
 - (ii) five (5) years following conveyance of the first Unit.

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

3.2 Election of Trustees. After the expiration of the term of the Original Trustee, the Trustees shall be elected by a vote of Owners holding not less than fifty-one percent of the total voting power hereunder, which vote shall be cast at any annual or special meeting of the Owners. Provided that notwithstanding anything to the contrary in this instrument, not less than one (1) trustee shall be the Owner or designee of an Owner of a Villa Home Unit, not less than one (1) trustee shall be the owner or designee of an Owner of an Independent Living Congregate Unit, and not less than one (1) trustee shall be a designee of the Owner of the Assisted Living Unit. As the various Units are expected to be constructed over a potentially extended period of time and phased into the Condominium, as provided in the Master Deed and this Declaration, the foregoing requirements for the selection of the Trustees shall not, of course, be effective for any particular Unit type until such time as at least one such unit has been completed and added as a Unit of the Condominium. Each person elected to serve as Trustee who wishes to so serve shall promptly file with the Secretary of the Trust his written acceptance of election, and upon receipt of such acceptance, the Secretary shall sign and record with the Middlesex North District Registry of Deeds a certificate of election setting forth the names of the new Trustees and reciting that they have been duly elected by the requisite vote of the Owners and have filed their written acceptances of election with the Secretary.

3.3 Vacancies. After the expiration of the term of the Original Trustee, if and whenever the number of Trustees shall become less than three (3) or less than the number of Trustees last determined by the Owners as provided in Section 3.1 hereof, a vacancy or vacancies in the office of Trustee shall be deemed to exist. Each such vacancy shall be filled by the appointment of a successor who shall be designated by a vote of Owners holding not less than fifty-one percent of the total voting power hereunder, which vote shall be cast at any annual meeting or at any special meeting of the Owners called for the purpose of filling the vacancy. Each Trustee appointed to fill a vacancy shall promptly file with the Secretary of the Trust his written acceptance of appointment. Each such appointment to fill a vacancy shall be evidenced by recording with the Middlesex North District Registry of Deeds of a certificate of appointment signed by the Secretary setting forth the name of the new Trustee appointed to fill the vacancy and reciting that said Trustee has been duly appointed by vote of the Owners, and that he has filed his written acceptance of appointment with the Secretary. If for any reason any successor shall not be so designated within sixty days after the vacancy in office occurs, an interim Trustee or Trustees to fill such vacancy or vacancies may be appointed by majority vote of all remaining Trustees or, in

the alternative, by any court of competent jurisdiction upon the application of any Owner or Trustee after notice to all Owners and Trustees and to such others as the court may direct. Any appointment of an interim Trustee by such vote of the remaining Trustees shall become effective upon recording with said Registry of Deeds of a certificate of appointment signed by the Secretary setting forth the name of the interim Trustee appointed to fill the vacancy and reciting that said Trustee has been duly appointed by a vote of the Trustees. Any appointment of an interim Trustee by such court proceeding shall become effective upon recording with said Registry of Deeds of a certified copy of the court decree and of the acceptance of such appointment by the Trustee so appointed. Any Trustee appointed by the Owners to fill a vacancy shall serve for the remainder of the term of the Trustee whose vacancy he filled. Any interim Trustee appointed by the Trustees or by a court after the failure by the owners to fill the vacancy shall serve only until such time as the owners at any annual or special meeting elect a new Trustee (who may be the same person as the interim Trustee) to permanently fill the vacancy involved, provided that if the owners do not so elect a new Trustee to replace the interim Trustee, the interim Trustee shall serve for the remainder of the term of the Trustee whose vacancy he filled.

Notwithstanding the foregoing provisions of this section 3.3, the remaining Trustees shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred upon the Trustees. Any person appointed as a successor Trustee as hereinbefore provided shall be vested with the title to the trust property jointly with the remaining Trustees without the necessity of any act of transfer or conveyance.

3.4 Quorum and Action by Majority. During the term of the Original Trustee, the Trustees shall act by unanimous consent. Thereafter, the Trustees may act by a majority vote at any duly called meeting at which a quorum is present. After the term of the Original Trustee, a quorum shall consist of a majority of the Trustees, but in no event less than two Trustees.

3.5 Action by Consent of Trustees. The Trustees may transact without a meeting any business which they are authorized to transact at a meeting, provided that the Trustees unanimously assent in writing to the decisions of the Trustees concerning such business by signing the official record of said decisions to be filed with the records of the Trustees. Any action so taken shall have the same force and effect as though taken at a duly called and held meeting of the Trustees.

3.6 Resignation and Removal of Trustee. Any Trustee may resign by notice in writing given to the Secretary of the Trust, who shall in turn transmit written notice of such resignation to each of the other Trustees. Such written resignation shall be recorded by the Secretary of the Trust at the Middlesex North District Registry of Deeds. After the expiration of the term of the Original Trustee, but not prior thereto, after reasonable notice and an opportunity to be heard, a Trustee may be removed from office for good cause relating to his performance (or his non-performance, as the case may be) of his duties as a Trustee by a vote of Owners holding at least fifty-one percent of the total voting power hereunder, which vote shall be cast at any annual or special meeting of the Owners the notice of which shall specify that the removal shall be voted upon thereat. Any such removal shall be evidenced by the recording at the Middlesex North District Registry of Deeds of a certificate of removal signed by the Secretary of the Trust naming the Trustee so removed and reciting that the requisite votes of the owners were cast for the removal.

3.7 Votes to be Cast for Trustees. As provided in Section 4.3 hereof, each Owner shall have voting power equal to his Unit's percentage of undivided beneficial interest hereunder as set forth in Exhibit C to the Master Deed as the same may be amended. The Declarant shall have voting power as an Owner for all unsold Units. The provisions setting forth the voting power of the Owners, including the Declarant, are contained in greater detail in said Section 4.3 hereof.

3.8 No Bond by Trustees. No Trustee elected or appointed as hereinbefore provided, whether as original or successor Trustee, shall be obligated to give any bond or surety or other security for the performance of his duties hereunder; provided, however, that 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; and provided further that any Trustee who is vested with authority or responsibility for handling funds belonging to or administered by the Trust shall be covered by a fidelity bond conforming to the requirements of Section 5.5.1(d) hereof. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

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

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

3.11 Dealing with Trust Not Prohibited. No Trustee or Owner (including but not limited to the Original Trustee) shall be disqualified by his office from contracting or dealing directly or indirectly with the Trustees or with one or more Owners, nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which any Trustee or Owner shall be in any way interested be avoided, nor shall any Trustee or Owner so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relation hereby established, or by reason of such Owner's status, provided the Trustee or Owner shall act in good faith and shall disclose the nature of his interest before the dealing, contract or arrangement is entered into.

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

* See: Certificate of Resolution for addition remarks/information.

ARTICLE IV - BENEFICIARIES

BENEFICIAL INTERESTS AND VOTING POWER

4.1 Percentage Interest. The beneficiaries shall be the Owners of the Condominium from time to time. The beneficial interest in the Trust shall be divided among the Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium, which shall be identical to the Unit's percentage interest in the Common Areas and Facilities of the Condominium as set forth in Exhibit C to the Master Deed, as said Exhibit C may be hereafter amended as additional phase(s) are added to the Condominium pursuant to the provisions of paragraph 19 of the Master Deed.

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

4.3 Voting Power of the Owners. Each Owner, including the Declarant, shall have voting power in the affairs of the Condominium equal to the percentage of undivided interest appertaining to his Unit as set forth in Exhibit C to the Master Deed, as said Exhibit C may be hereafter amended as additional phase(s) are added to the Condominium pursuant to the provisions of paragraph 19 of its Master Deed. In addition, and notwithstanding any other provisions of this Trust and the By-Laws contained herein to the contrary, since the Condominium is a phased condominium, with the Declarant having the reserved right and easement to construct and add additional phases as set forth in paragraph 19 of the Master Deed, the Declarant shall have the right to exercise such voting power as an Owner which shall, in each instance constitute a majority of any vote taken by the Owners. Therefore, the words "total voting power of the Owners" as used in the Master Deed and this Trust shall be equal to the sum of the voting power held by the Owners (including the Declarant) of the Units then included in the Condominium, taking into account the provisions of the prior sentence. Provided, however, that notwithstanding the foregoing, at such time as the Original Trustee shall resign, as is provided in Article III, Section 3.1(b) hereof, the voting power of the Owners shall be limited to that held by those Owners (including the Declarant with respect to Units owned by the Declarant) of Units included in the condominium, and no voting power may be exercised by the Declarant with respect to Units not then included in the Condominium. The express intent of the voting power as is herein set forth is to allow for the Owners to have a proportionate voice in the management and regulation of the Condominium through this Trust, as the Owners organization, taking into due account the necessity for retention of control by the Declarant during the period of future development of the Condominium as a phased condominium.

ARTICLE V - BY-LAWS

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

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

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

5.1.2 To establish, levy and assess, and collect the assessments for Common Expenses, and, through the three separate Trust Groups referred to in paragraph 2.1 hereof and created pursuant to paragraphs 5.4.9, 5.4.17 and 5.4.25 hereof, to establish, levy and assess, and collect the assessments for VH - Common Expenses, IC - Common Expenses and AL - Common Expenses referred to in Sections 5.4 to S. 5.4.33 hereof.

5.1.3 To do all things necessary to operate, maintain, repair, improve, replace, alter and otherwise administer and care for the Common Areas and Facilities.

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

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

5.1.6 To adopt, amend, modify and rescind from time to time and enforce rules and regulations (the "Condominium Rules") governing the use of the Common Areas and Facilities.

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

5.1.8 To purchase, or otherwise acquire title to or an interest in, sell, lease, mortgage and otherwise maintain, manage, hold, use, encumber and dispose of any property, real or personal, tangible or intangible, in the course of their administration and management of the Condominium, provided that except in the event of condemnation or substantial loss to the Units and/or the Common Areas and Facilities subject to the provisions of Sections 5.6.5 and/or 5.6.1(b) hereof, the Trustees may not by act or by omission seek to abandon, partition, subdivide, encumber, sell or transfer any part or all of the Common Areas and Facilities, other than by the

granting of utility rights and easements and/or rights and easements for other public purposes consistent with the intended use of the Common Areas and Facilities, or Exclusive Use Areas without the prior authorization of Owners holding at least 75% of the total voting power of the Owners hereunder and of at least two-thirds (based on one vote for each first mortgage owned) of all first mortgagees of record of Units in the Condominium.

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

5.1.10 To purchase in its own name or the name of a nominee one or more Units in the Condominium at any public or private sale upon such terms and conditions as the Trustees may deem desirable, provided that the Trustees obtain the prior authorization of the Owners for any such purchase pursuant to Section 5.25 hereof; and to sell, lease, mortgage and otherwise maintain, manage, hold, encumber and dispose of such Units, upon such terms and conditions as the Trustees shall deem appropriate.* *See: 1st Special Amendment (Para 5.1.10)*

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

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

5.1.13 To grant easements and rights with respect to utilities to be installed in, upon, under and over the Common Areas and Facilities and to enter into such agreements and undertakings as shall be necessary therefor.

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

5.1.15 To receive notice, review and approve (a) certain modifications or additions to the building(s) as referred to in subparagraph 9(b) of the Master Deed (and limited in scope as provided therein); (b) any other construction, modification or decoration activities with respect to a Unit which involve or impact the Common Areas and Facilities, and/or over which the Trustees may specifically have review and approval authority under the provisions of the Master Deed and this Condominium Trust.* *See: 1st Special Amendment (Para 5.1.15)*

5.1.16 To enforce obligations of the Owners, allocating income and expenses and doing anything and everything else necessary and proper for the sound management of the Condominium. The Trustees shall have the power to levy fines against Owners for violations of the provision of the Master Deed, this Trust, the By-Laws and Rules and Regulations hereto.

The Trustees shall give notice to any Owner of a violation of any rule or regulation prior to fining said Owner. No fine may be levied for more than \$15.00 for each of the first 30 days of one violation, \$25.00 for each of the second 30 days of any one violation, and \$50.00 for each day that said violation continues thereafter. Such fine shall accumulate daily until the violation ceases. Collection of fines may be enforced against the Owner or Owners involved as if the fines were Common Expenses owed by the particular Owner or Owners.

5.1.17 To operate, maintain, repair and replace all site-specific utilities and infrastructure.

5.1.18 To enter into, consent to and/or join in a Conservation Restriction affecting a portion of the common area of the condominium, pursuant to the Order of Conditions issued by the Tewksbury Conservation Commission dated April 19, 2002 and recorded with the Middlesex North District Registry of Deeds at Book 13007, Page 135 and filed with the Land Court as Document Number 204532.

5.1.19 RESERVED

5.1.20 To maintain and repair the drainage control structures including the detention and retention areas and wetland replacement areas outside the legal right of way.

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

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

- (a) The power to appoint the officers of the Trust.
- (b) The power to establish, levy and assess the assessments or charges for Common Expenses.
- (c) The power to adopt, revise, modify and rescind the Condominium Rules and Regulations.
- (d) The powers and duties described in Sections 5.1.8, 5.1.9, 5.1.10, 5.1.11, 5.1.12, 5.1.13, 5.1.14, 5.1.15, 5.1.16, 5.1.17, 5.1.18, 5.1.19, 5.1.20, and 5.1.21 above.

** See: 1st Special Amendment (remove ref to 5.1.19)*

5.1.22 Conducting litigation as to any course of action involving the Common Areas and Facilities or arising out of the enforcement of the By-Laws, Rules and Regulations, and Master Deed, and this Trust. Notwithstanding any provision of the Master Deed, or the Declaration of Trust of the Condominium Trust, or the By-Laws or the Rules and Regulations to the contrary, neither the Trustees acting in their capacity as such Trustees or acting as representatives of the Unit Owners, nor any class of Unit Owners shall bring any litigation whatsoever unless a copy of the proposed complaint in such litigation has been delivered to all of the Unit Owners, and not less than eighty (80%) per cent of all Unit Owners consent in writing to the bringing of such litigation within sixty (60) days after a copy of such complaint has been delivered to the Unit Owners and specifying as a part of the written consent a specific monetary limitation to be paid as legal fees and costs and expenses to be incurred in connection therewith, which amount shall be separately assessed as a special assessment effective forthwith at the time of said affirmative

consent. Notwithstanding any provisions of the Master Deed, or of the Declaration of Trust of the Condominium Trust, or the By-Laws or the Rules and Regulations, the provisions of this Section 5.1.22 shall not be amended except by vote of at least eighty (80%) per cent of Unit Owners. The provisions of this Section 5.1.22 shall not apply to litigation by the Condominium Trust against Unit owners with respect to the recovery of overdue Common Expenses, VH - Common Expenses or IC - Common Expenses or AL - Common Expenses, or Special Assessments, or to foreclose the lien provided by Section 6 of the Act or to enforce any of the provisions of the Master Deed, or the Declaration of Trust of the Condominium Trust, or the By-Laws or Rules and Regulations thereto, or the Unit deed, against Unit Owners.

5.2 Maintenance and Repair of Units, Limited Common Areas

- 5.2.1 (a) Each Owner shall be solely responsible for the proper maintenance, repair and replacement of the interior of his Unit and those utility fixtures and installations including heating, hot water and air conditioning equipment and systems serving his Unit which are not part of the Common Areas and Facilities, as well as (a) any improvements made by an Owner to his Unit or, if allowed, to his EUA; (b) any other EUA appurtenant to his Unit which may be specifically designated by the Declarant as the responsibility of the Owner to maintain and repair in any amendment to the Master Deed adding future phase(s) to the Condominium pursuant to the provisions of paragraph 19 of the Master Deed. Each Owner shall be responsible for all damage to other Units and/or the Common Areas and Facilities caused by his failure to satisfy his maintenance, repair and/or replacement obligations hereunder.
- (b) No noxious or offensive activity shall be carried on upon any EUA or in any Unit or appurtenant Limited Common Area.
- (c) No Independent Living Congregate Unit, Villa Home Unit, Limited Common Area or EUA appurtenant to a Villa Home Unit shall be used except for residential use.
- (d) Ordinary and usual domestic dogs, cats and birds may be kept by any Owner or Occupant of an Independent Living Congregate Unit or Villa Home Unit during such time as said unit is actually occupied by the owner of the pet, provided, however, that only one dog or one cat is permitted per Unit and no pet may exceed thirty-five (35) pounds. No such pet shall be permitted in any part of the Condominium (other than within the Unit of the Owner thereof) unless carried or on a leash. After due notice and hearing, the Trustees may require any pet which has been habitually guilty of annoying or harassing any other Unit Owner or Occupant, to be disposed of. Pets shall be permitted in the Assisted Living Unit subject to such restriction as the owner of the Assisted Living Unit may promulgate.
** See 1st Amendment (for changes to Independent Living Congregate Units)*
- (e) No trailer, Recreational Vehicle (RV), tent, shack, garage, barn or other out-building shall be erected at any time on an EUA, or any Limited

Common Area appurtenant to a Villa Home Unit or the Independent Living Congregate Unit Building.

- (f) In the event of destruction of a Villa Home Unit by fire or other casualty, the replacement Villa Home Unit shall be equal in size and dimensions to the original building.
- (g) No garage, porch, bay window, terrace, fence, garden house, summer house, storage shed, accessory structure, or other building, structure, or improvement whatsoever shall be erected or installed on an EUA, Limited Common Area appurtenant to a Villa Home Unit, or the Independent Living Congregate Unit Building without the express written consent of the Trustees or as allowed in the Master Deed.
- (h) No signs whatsoever, whether business, professional, designed for profit or altruism shall be maintained or permitted on any EUA, Limited Common Area appurtenant to a Villa Home Unit, or the Independent Living Congregate Unit Building nor shall any "for sale" or "for rent" or "for lease" be permitted therein except by the Declarant, or as allowed in the Master Deed.
- (i) The Garage portions of Villa Home Units may be used to house private non-commercial passenger vehicles only and may also be used for storage of furniture, ordinary household items, toys, bicycles, boats and canoes and boat and canoe trailers, but only if all of the foregoing items are at all times kept within the confines of the garage in which the same are used (except when actually being transported). Garages shall not be used for human habitation, nor shall garages be converted into living or other accessory use without the prior written consent of the Trustees. In any event, the exterior doors to garages shall be kept closed at all times except when vehicles or persons are in actual transit to or from the garage. The term "private non-commercial passenger vehicles" as used in this section shall include automobiles, and to the extent customarily used primarily for the transportation of passengers rather than cargo, small pickup type trucks. The fact that a vehicle described in the immediately preceding sentence bears "commercial" license plate shall, in of itself, not render such vehicle a commercial vehicle. No Recreational Vehicles (RVs) are permitted.
- (j) No in ground or above-ground swimming pool shall be installed on any portion of the Condominium.
- (k) Except as may be provided by law, no so-called "satellite" dishes or similar apparatus shall be installed on any Unit or improvement appurtenant thereto unless approved in advance by the Trustees.

** See 1st Amendment (inserted paragraph 5.2.1(l))*

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. The Trustees shall also be responsible for the proper maintenance, repair and replacement of the Limited Common Area and EUA of the Condominium, subject to any provisions with respect to Limited Common Areas or EUA to the contrary set forth in this Trust, the Master Deed, or any amendments thereto and, subject to assessment of the expenses related to Limited Common Areas and EUA through the sub-groups of the Condominium as set forth elsewhere herein. Such responsibilities are subject to the provisions of Section 5.6 hereof with respect to repairs and replacements necessitated because of casualty loss or a taking under the powers of eminent domain. A majority of the Trustees or the Manager, or any others who may be designated by the Trustees, may approve payment of vouchers for such work. The expenses of such maintenance, repair and replacement shall be assessed to the owners as Common Expenses of the Condominium at such times and in such amounts as provided in Section 5.4 hereof; provided, however, that if the maintenance, repair or replacement of the Common Areas and Facilities is necessitated by the negligence or misuse of an Owner, either directly or by virtue of his failure to properly maintain, repair or replace his Unit and/or Limited Common Area appurtenant thereto which he is responsible to maintain and repair, the expenses of such maintenance, repair and replacement may be charged to the particular Owner as a Common Expense by the Trustees and it shall be payable to the Trustees on demand.

5.3.1 The Trustees shall have the obligation and duty to treat each of the buildings in the Condominium with equal consideration with respect to repairs, replacement, and maintenance of the Common Areas and Facilities of the Condominium, so that the Common Areas in the vicinity of each Building shall be equally well maintained, but shall have no responsibility or right to make any repair or replacement to a Unit, except as may be set forth in the Master Deed or elsewhere herein.

5.4 General Common Expenses, Profits and Funds. The Owners shall be liable for common expenses and shall be entitled to common profits of the Condominium in proportion to their respective percentages of beneficial interest as set forth in Exhibit C to the Master Deed as said Exhibit C may be hereinafter amended as additional phase(s) are added to the Condominium, provided, however, that each Owner shall be solely responsible to the respective utility companies for the cost of utility services billed or assessed in connection with the furnishing of utilities to his Unit which are separately metered. The Trustees may at any time or times distribute common profits among the Owners in such proportions. The Trustees may, to such extent as they deem advisable, set aside common funds of the condominium as reserve or contingent funds, and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or, subject to the provisions of Sections 5.6 and 5.7 for repair, rebuilding or restoration of the trust property or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.

The Common Expenses of EMERALD COURT CONDOMINIUM TRUST shall include all expenses and charges relating to the operation, maintenance, repair, replacement and financing of the roadways within the condominium, the walking paths and amenities located within the Common Areas (if any), as well as any fines and penalties assessed against the Trust by public agencies for violations of applicable statutes and regulations related to the common areas and facilities. The payments of all charges herein shall be made part of the monthly condominium fee.

Club House Facility- It is expected that a Club House Facility will be constructed in certain portions of the Independent Living Congregate Unit Buildings, as set forth in the Plans. Notwithstanding anything to the contrary in the Master Deed or in the EMERALD COURT CONDOMINIUM TRUST or the By-Laws and Rules and Regulations thereto, once constructed, the Club House Facility, access thereto and all utilities and rights necessary or convenient in connection therewith, shall be part of the Common Area of the Condominium, open to use by Owners and lawful occupants of all Units. The obligation to maintain, repair and replace the Club House Facility and all expenses associated therewith, shall be treated as Common Expenses and assessed in that manner. The Club House Facility shall be excluded from the Independent Living Congregate Unit Limited Common Area and shall be deemed to be Common Area of the Condominium for all purposes.

5.4.1 At least thirty days prior to the commencement of each fiscal year of this Trust (and within thirty days after the recording hereof with respect to the portion of a fiscal year then remaining), the Trustees shall estimate the Common Expenses expected to be incurred during such fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Common Expenses shall include all amounts necessary in the judgment of the Trustees to adequately fund the use, operation, maintenance, repair and replacement of the Common Areas and Limited Common Areas including, without limitation, the maintenance and repair of the roadways and General Common Areas, including amenities located therein, if any. The Trustees shall promptly render statements to the Owners for their respective shares of such assessment, according to their respective percentages of the undivided interest in the Common Areas and Facilities (as set forth in Schedule C to the Master Deed, as the same may be amended), 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, or in the reasonable opinion of the Trustees likely to be incurred, they shall make a supplemental assessment or assessments and render statements for such assessments in the same manner as is done for annual assessments. The Trustees may in their discretion provide for payments of statements in monthly or other installments. The amount of each such payment, together with interest thereon, if not paid when due, at the rate of eighteen percent (18%) per annum or such lesser rate of interest as shall then be the maximum rate permitted by law, shall constitute a lien on the Owner assessed, pursuant to the provisions of Section 6 of the Act.

5.4.2 Each Owner shall be personally liable for those Common Expenses assessed against his Unit which are due and payable during his period of ownership. No Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit which become due and payable subsequent to a sale, transfer or other conveyance by him of such Unit. A purchaser of a Unit shall be personally liable for the payment of Common Expenses assessed and due, but unpaid, on account of such Unit prior to its acquisition by him, except that subject to the provisions of Section 6 of the Act, (a) a purchaser of a Unit at a foreclosure sale or (b) any first mortgagee who comes into possession of a Unit pursuant to the remedies provided in the mortgage or by virtue of foreclosing the mortgage or taking a deed (or assignment) in lieu of foreclosure, shall take the property free of any claim for unpaid Common Expense assessments against the Unit which accrue prior to the time such purchaser or mortgagee comes into possession or takes title to the Unit (except for claims for a pro rata reallocation of such

assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

5.4.3 In the event of default by any Owner in paying to the Trustees his Common Expenses, such Owner shall be obligated to pay all expenses, including attorneys' fees and court costs, incurred by the Trustees in any proceeding brought to collect such unpaid Common Expenses. The Trustees shall have the right and duty to attempt to recover such Common Expenses, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such Owner, or by foreclosure of the lien of such Unit as provided in Section 6 of the Act.

5.4.4 After a successful action brought by the Trustees to foreclose a lien on a Unit because of unpaid Common Expenses, an Owner allowed by the Trustees to remain in his Unit for a period of time may, at the option of the Trustees, be required to pay rental for the use of his Unit. Subject to the provisions of Section 5.25 hereof, the Trustees acting on behalf of all Owners, shall have power to purchase such Unit, together with its Appurtenant Interests at the foreclosure sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same (but not to exercise vote or votes appurtenant thereto). A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same.

5.4.5 The Trustees shall expend common funds only for Common Expenses and lawful purposes permitted hereby and by the provisions of the Act.

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

5.4.7 With respect to Common Expense assessments which are payable in monthly installments, an Owner may, by arrangement with his mortgagee bank, provide for payment by him of installments due on account of such assessments to said mortgagee bank in full satisfaction of his obligation to pay said installments to the Trustees. Provided, however, that as a precondition to such arrangement the mortgagee bank must specifically agree with the Trustees to hold such payments on account of assessments in escrow for the benefit of the Trust and to pay over to the Trustees, upon their or their authorized officer's or agent's written request, all sums so held in escrow.

5.4.8 In the event that the Trustees shall commence an action, whether by way of litigation or arbitration, against any Owner before any administrative agency, Board of Arbitration or Court of competent jurisdiction for the enforcement of any lien, collection of any

sums due, whether they be for Common Expenses or otherwise, or to enforce any provision of this Trust, the Master Deed or any Rule or Regulation of the condominium as any of the foregoing may be from time to time amended, said Owner shall, in addition to any judgment, damages, awards or the like, be liable for and pay all of the Trustees' reasonable costs and expenses, including reasonable attorney's fees relative to said matter and said judgment shall be entered accordingly.

5.4.9 VH - Common Expenses/Villa Home Units Group. As set forth in the Master Deed, the Condominium consists in part of Villa Home Units, and under the phasing provisions set forth in the Master Deed, may ultimately consist of Ninety-Three (93) Villa Home Units, and will also contain Independent Living Congregate Units and the Assisted Living Unit. As the result of the foregoing configuration, the Villa Home Units will have different requirements than the Independent Living Congregate Units and the Assisted Living Unit. In order to provide for these different requirements, a subsection of the Emerald Court Condominium Trust is hereby created, which subsection shall be known as the Villa Home Units Group. Stonewood shall be deemed the sole Trustee of the Villa Home Units Group until such time as Stonewood no longer owns any Villa Home Units nor holds any development rights in and to the Emerald Court Condominium to construct or add any Villa Home Units to the Condominium. At such time as Stonewood is no longer deemed the Trustee, the provisions of Article III hereof shall apply to the Trustees of the Villa Home Units Group except that only Villa Home Units Unit Owners shall be allowed to vote and voting rights shall be based on the Villa Home Units Group Percentage Interest contained in Exhibit C to the Master Deed, as most recently amended.

The Trustee(s) of the Villa Home Units Group shall be entitled and obligated to levy assessments against Owners of Villa Home Units, hereinafter called the "VH - Common Expenses", in addition to the General Common Expenses set forth in Section 5.4 - 5.4.8, and not in substitution therefor. The amount of VH - Common Expenses shall be determined by dividing the VH - Budget by the number of Villa Home Units then extant and included in the Condominium. The VH - Budget shall be comprised of all items necessary for the operation and maintenance of the Villa Home Units Exclusive Use Areas and Limited Common Area, including those portions of the Villa Home Units buildings which are not part of any Unit.

The judgment of the Trustees of the Villa Home Units Group as to whether a particular item or amount is properly allocable to the VH Budget shall be conclusive if made in good faith.

5.4.10 At least thirty days prior to the commencement of each fiscal year of this Trust (and within thirty days after the recording hereof with respect to the portion of a fiscal year then remaining), the Trustees of the Villa Home Units Group shall estimate the VH - 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 of the Villa Home Units Group shall promptly render statements to the Owners for their respective shares of such assessment, according to VH - Percentages (as set forth in Schedule C to the Master Deed, as the same may be amended), 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 of the Villa Home Units Group shall determine during any fiscal year that the assessment so made is less than the VH - Common Expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, they shall make a supplemental

assessment or assessments and render statements for such assessments in the same manner as is done for annual assessments. The Trustees of the Villa Home Units Group may in their discretion provide for payments of statements in monthly or other installments. The amount of each such payment, together with interest thereon, if not paid when due, at the rate of eighteen percent (18%) per annum or such lesser rate of interest as shall then be the maximum rate permitted by law, shall constitute a lien on the Owner assessed, pursuant to the provisions of Section 6 of the Act.

5.4.11 Each Owner of a Villa Home Unit shall be personally liable for those VH - Common Expenses assessed against his Villa Home Unit which are due and payable during his period of ownership. No Owner shall be liable for the payment of any part of the VH- Common Expenses assessed against his Villa Home Unit which become due and payable subsequent to a sale, transfer or other conveyance by him of such Villa Home Unit. A purchaser of a Villa Home Unit shall be personally liable for the payment of VH - Common Expenses assessed and due, but unpaid, on account of such Unit prior to its acquisition by him, except that subject to the provisions of Section 6 of the Act, (a) a purchaser of a Villa Home Unit at a foreclosure sale or (b) any first mortgagee who comes into possession of a Villa Home Unit pursuant to the remedies provided in the mortgage or by virtue of foreclosing the mortgage or taking a deed (or assignment) in lieu of foreclosure, shall take the property free of any claim for unpaid Common Expense assessments against the Villa Home Unit which accrue prior to the time such purchaser or mortgagee comes into possession or takes title to the Villa Home Unit (except for claims for a pro rata reallocation of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Villa Home Units including the mortgaged Villa Home Unit).

5.4.12 In the event of default by any Owner of a Villa Home Unit in paying to the Trustees of the Villa Home Units Group his VH - Common Expenses, such Owner shall be obligated to pay all expenses, including attorneys' fees and court costs, incurred by the Trustees of the Villa Home Units Group in any proceeding brought to collect such unpaid VH- Common Expenses. The Trustees of the Villa Home Units Group shall have the right and duty to attempt to recover such VH - Common Expenses, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such Owner, or by foreclosure of the lien of such Villa Home Unit as provided in Section 6 of the Act.

5.4.13 After a successful action brought by the Trustees of the Villa Home Units Group to foreclose a lien on a Villa Home Unit because of unpaid VH - Common Expenses, an Owner allowed by the Trustees of the Villa Home Units Group to remain in his Villa Home Unit for a period of time may, at the option of said Trustees, be required to pay rental for the use of his Villa Home Unit. The Trustees of the Villa Home Units Group acting on behalf of all Villa Home Unit Owners, shall have power to purchase such Villa Home Unit, together with its appurtenant interests at the foreclosure sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same (but not to exercise vote or votes appurtenant thereto). A suit to recover a money judgment for unpaid VH - Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same.

5.4.14 Within ten (10) calendar days after receiving an appropriate written request from an Owner, a purchaser of a Villa Home Unit under a contract of sale or a Villa Home Unit mortgagee, addressed to the Trustees of the Villa Home Units Group and payment of a reasonable fee, not to exceed Ten Dollars (\$10.00), the Trustees shall supply a certificate in

recordable form stating the amount of any unpaid assessments (including interest due thereon and costs of collection associated therewith) for VH -Common Expenses against the Villa Home Unit. Upon the recording at the Middlesex North District Registry of Deeds of such a certificate signed either by the Secretary of the Trust or by a majority of the Trustees of the Villa Home Units Group who then appear to be serving according to the records of said Registry of Deeds, the Villa Home Unit involved shall be discharged from any lien for unpaid VH - Common Expenses which do not appear in said certificate. During Stonewood's term as Original Trustee, such certificate shall be valid if signed by one Trustee.

5.4.15 With respect to VH - Common Expense assessments which are payable in monthly installments, an Owner may, by arrangement with his mortgagee bank, provide for payment by him of installments due on account of such assessments to said mortgagee bank in full satisfaction of his obligation to pay said installments to said Trustees. Provided, however, that as a precondition to such arrangement the mortgagee bank must specifically agree with the Trustees of the Villa Home Units Group to hold such payments on account of assessments in escrow for the benefit of the Trust and to pay over to said Trustees, upon their or their authorized officer's or agent's written request, all sums so held in escrow.

5.4.16 In the event that the Trustees of the Villa Home Units Group shall commence an action, whether by way of litigation or arbitration, against any Owner before any administrative agency, Board of Arbitration or Court of competent jurisdiction for the enforcement of any lien, collection of any sums due, whether they be for VH - Common Expenses or otherwise, or to enforce any provision of this Trust, the Master Deed or any Rule or Regulation of the Condominium as any of the foregoing may be from time to time amended, said Owner shall, in addition to any judgment, damages, awards or the like, be liable for and pay all of said Trustees' reasonable costs and expenses, including reasonable attorney's fees relative to said matter and said judgment shall be entered accordingly.

5.4.17 IC - Common Expenses. As set forth in the Master Deed, the Condominium will also include Independent Living Congregate Units. The Trustees of the Independent Living Congregate Group shall promulgate a budget (the "IC - Budget") which shall consist of all items properly (in the good faith judgment of the Trustees) attributable to the Independent Living Congregate Unit Building(s) and the EUA and/or Limited Common Area appurtenant thereto, or which serve the Independent Living Congregate Unit Building(s) and the EUA and/or Limited Common Area appurtenant thereto. The Trustees of the Independent Living Congregate Group shall assess, against each Independent Living Congregate Unit, a charge called the "IC - Common Expenses" which shall be calculated by dividing the IC - Budget by the number of Independent Living Congregate Units then extant and included in the Condominium.

5.4.18 At least thirty days prior to the commencement of each fiscal year of this Trust (and within thirty days after the recording hereof with respect to the portion of a fiscal year then remaining), the Trustees shall estimate the IC - 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 Independent Living Congregate Unit Owners for their respective shares of such assessment, according to their respective IC - Percentages (as set forth in Schedule C to the Master Deed, as the same may be amended), 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 IC - Common Expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, they shall make a supplemental assessment or assessments and render statements for such assessments in the same manner as is done for annual assessments. The Trustees may in their discretion provide for payments of statements in monthly or other installments. The amount of each such payment, together with interest thereon, if not paid when due, at the rate of eighteen percent (18%) per annum or such lesser rate of interest as shall then be the maximum rate permitted by law, shall constitute a lien on the Independent Living Congregate Unit Owner assessed, pursuant to the provisions of Section 6 of the Act.

5.4.19 Each Independent Living Congregate Unit Owner shall be personally liable for those IC - Common Expenses assessed against his Unit which are due and payable during his period of ownership. No Owner shall be liable for the payment of any part of the IC - Common Expenses assessed against his Unit which become due and payable subsequent to a sale, transfer or other conveyance by him of such Unit. A purchaser of a Independent Living Congregate Unit shall be personally liable for the payment of IC - Common Expenses assessed and due, but unpaid, on account of such Independent Living Congregate Unit prior to its acquisition by him, except that subject to the provisions of Section 6 of the Act, (a) a purchaser of a Unit at a foreclosure sale or (b) any first mortgagee who comes into possession of a Independent Living Congregate Unit pursuant to the remedies provided in the mortgage or by virtue of foreclosing the mortgage or taking a deed (or assignment) in lieu of foreclosure, shall take the property free of any claim for unpaid Common Expense assessments against the Unit which accrue prior to the time such purchaser or mortgagee comes into possession or takes title to the Unit (except for claims for a pro rata reallocation of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

5.4.20 In the event of default by any Independent Living Congregate Unit Owner in paying to the Trustees his IC - Common Expenses, such Owner shall be obligated to pay all expenses, including attorneys' fees and court costs, incurred by the Trustees in any proceeding brought to collect such unpaid IC - Common Expenses. The Trustees shall have the right and duty to attempt to recover such B - Common Expenses, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such Owner, or by foreclosure of the lien of such Unit as provided in Section 6 of the Act.

5.4.21 After a successful action brought by the Trustees of the Independent Congregate Living Group to foreclose a lien on a Unit because of unpaid IC - Common Expenses, an Owner allowed by the Trustees to remain in his Unit for a period of time may, at the option of the Trustees, be required to pay rental for the use of his Unit. The Trustees acting on behalf of all Owners, shall have power to purchase such Unit, together with its appurtenant interests at the foreclosure sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same (but not to exercise vote or votes appurtenant thereto). A suit to recover a money judgment for unpaid ID - Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same.

5.4.22 Within ten (10) calendar days after receiving an appropriate written request from an Owner, a purchaser of a Independent Living Congregate Unit under a contract of sale or a Unit mortgage, addressed to the Trustees and payment of a reasonable fee, not to exceed Ten

Dollars (\$10.00), the Trustees shall supply a certificate in recordable form stating the amount of any unpaid assessments (including interest due thereon and costs of collection associated therewith) for IC - common expenses against the Unit. Upon the recording at the Middlesex North District Registry of Deeds of such a certificate signed either by the Secretary of the Trust or by a majority of the Trustees who then appear to be serving according to the records of said Registry of Deeds, the Unit involved shall be discharged from any lien for unpaid IC - Common Expenses which do not appear in said certificate. During the term of the Original Trustee, such certificate shall be valid if signed by one Trustee.

5.4.23 With respect to IC - Common Expense assessments which are payable in monthly installments, an Owner may, by arrangement with his mortgagee bank, provide for payment by him of installments due on account of such assessments to said mortgagee bank in full satisfaction of his obligation to pay said installments to the Trustees. Provided, however, that as a precondition to such arrangement the mortgagee bank must specifically agree with the Trustees to hold such payments on account of assessments in escrow for the benefit of the Trust and to pay over to the Trustees, upon their or their authorized officer's or agent's written request, all sums so held in escrow.

5.4.24 In the event that the Trustees shall commence an action, whether by way of litigation or arbitration, against any Owner before any administrative agency, Board of Arbitration or Court of competent jurisdiction for the enforcement of any lien, collection of any sums due, whether they be for IC - Common Expenses or otherwise, or to enforce any provision of this Trust, the Master Deed or any Rule or Regulation of the condominium as any of the foregoing may be from time to time amended, said Owner shall, in addition to any judgment, damages, awards or the like, be liable for and pay all of the Trustees' reasonable costs and expenses, including reasonable attorney's fees relative to said matter and said judgment shall be entered accordingly.

5.4.25 AL - Common Expenses. As set forth in the Master Deed, the Condominium will also include an Assisted Living Unit. The Trustee of the Assisted Living Group shall promulgate a budget (the "AL - Budget") which shall consist of all items properly (in the good faith judgment of the Trustee) attributable to the Assisted Living Unit and the EUA and/or Limited Common Area appurtenant thereto, or which serve the Assisted Living Unit and the EUA and/or Limited Common Area appurtenant thereto. The Trustee shall assess, against the Assisted Living Unit, a charge called the "AL - Common Expenses" which shall be equal to the AL - Budget.

5.4.26 At least thirty days prior to the commencement of each fiscal year of this Trust (and within thirty days after the recording hereof with respect to the portion of a fiscal year then remaining), the Trustee of the Assisted Living Group shall estimate the AL - 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 Trustee shall promptly render statements to the Assisted Living Unit for his respective share of such assessment 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 Trustee shall determine during any fiscal year that the assessment so made is less than the AL - Common Expenses actually incurred, or in the reasonable opinion of the Trustee likely to be incurred, he or she shall make a supplemental assessment or assessments and render statements for such assessments in

the same manner as is done for annual assessments. The Trustee may in their discretion provide for payments of statements in monthly or other installments. The amount of each such payment, together with interest thereon, if not paid when due, at the rate of eighteen percent (18%) per annum or such lesser rate of interest as shall then be the maximum rate permitted by law, shall constitute a lien on the Assisted Living Unit, pursuant to the provisions of Section 6 of the Act.

5.4.27 The Assisted Living Unit Owner shall be personally liable for those AL - Common Expenses assessed against his Unit which are due and payable during his period of ownership. No Owner shall be liable for the payment of any part of the AL - Common Expenses assessed against his Unit which become due and payable subsequent to a sale, transfer or other conveyance by him of such Unit. The purchaser of the Assisted Living Unit shall be personally liable for the payment of AL - Common Expenses assessed and due, but unpaid, on account of such Assisted Living Unit prior to its acquisition by him, except that subject to the provisions of Section 6 of the Act, (a) the purchaser of the Unit at a foreclosure sale or (b) any first mortgagee who comes into possession of a Independent Living Congregate Unit pursuant to the remedies provided in the mortgage or by virtue of foreclosing the mortgage or taking a deed (or assignment) in lieu of foreclosure, shall take the property free of any claim for unpaid Common Expense assessments against the Unit which accrue prior to the time such purchaser or mortgagee comes into possession or takes title to the Unit (except for claims for a pro rata reallocation of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

5.4.28 In the event of default by the Assisted Living Unit Owner in paying to the Trustee his AL - Common Expenses, such Owner shall be obligated to pay all expenses, including attorneys' fees and court costs, incurred by the Trustee in any proceeding brought to collect such unpaid AL - Common Expenses. The Trustee shall have the right and duty to attempt to recover such AL - Common Expenses, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such Owner, or by foreclosure of the lien of such Unit as provided in Section 6 of the Act.

5.4.29 After a successful action brought by the Trustees to foreclose a lien on the Assisted Living Unit because of unpaid AL - Common Expenses, an Owner allowed by the Trustees to remain in his Unit for a period of time may, at the option of the Trustees, be required to pay rental for the use of his Unit. The Trustees acting on behalf of all Owners, shall have power to purchase such Unit, together with its Appurtenant Interests at the foreclosure sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same (but not to exercise vote or votes appurtenant thereto). A suit to recover a money judgment for unpaid AL - Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same.

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

Unit involved shall be discharged from any lien for unpaid AL - Common Expenses which do not appear in said certificate. During the term of the Original Trustee, such certificate shall be valid if signed by one Trustee.

5.4.31 With respect to AL - Common Expense assessments which are payable in monthly installments, the Assisted Living Unit Owner may, by arrangement with his mortgagee bank, provide for payment by him of installments due on account of such assessments to said mortgagee bank in full satisfaction of his obligation to pay said installments to the Trustees. Provided, however, that as a precondition to such arrangement the mortgagee bank must specifically agree with the Trustees to hold such payments on account of assessments in escrow for the benefit of the Trust and to pay over to the Trustees, upon their or their authorized officer's or agent's written request, all sums so held in escrow.

5.4.32 In the event that the Trustees shall commence an action, whether by way of litigation or arbitration, against the Assisted Living Unit Owner before any administrative agency, Board of Arbitration or Court of competent jurisdiction for the enforcement of any lien, collection of any sums due, whether they be for AL - Common Expenses or otherwise, or to enforce any provision of this Trust, the Master Deed or any Rule or Regulation of the condominium as any of the foregoing may be from time to time amended, said Owner shall, in addition to any judgment, damages, awards or the like, be liable for and pay all of the Trustees' reasonable costs and expenses, including reasonable attorney's fees relative to said matter and said judgment shall be entered accordingly.

5.4.33 Summary. All Owners of condominium Units in the Condominium, including Owners of Villa Home Units, the Owners of the Independent Living Congregate Units, and the Owner of the Assisted Living Unit, shall be obligated to pay General Common Expenses as set forth in Section 5.4 through 5.4.8 hereof, specifically including, but not limited to amounts necessary for the operation, maintenance, use, repair and replacement of the General Common Areas and Amenities, Condominium Roadways, and the Club House Facility, including insurance and various reserves as set forth hereinabove. In addition to Common Expenses referred to in the immediately preceding sentence, and not in substitution therefor, Owners of Villa Home Units, shall also be obligated to pay VH - Common Expenses as set forth in Section 5.4.9 through 5.4.16 hereof; and Owners of Independent Living Congregate Units shall be obligated to pay IC - Common Expenses as set forth in Sections 5.4.25 through 5.4.32 hereof, and the Owner of the Assisted Living Unit shall be obligated to pay AL - Common Expenses as set forth in Sections 5.4.17 through 5.4.8 hereof. Therefore, all Owners of condominium Units, whether Villa Home Units, Independent Living Congregate Units, or the Assisted Living Unit shall be obligated to pay General Common Expenses as set forth in Sections 5.4.17 through 5.4.24 hereof, and in addition thereto, either VH - Common Expenses or IC - Common Expenses or AL - Common Expenses, depending upon whether their Condominium Unit is a Villa Home Unit, Independent Living Congregate Unit, or the Assisted Living Unit. The Trustees of the Condominium Trust shall have all of the rights and remedies (specifically including but not limited to the so-called "superlien") to collect General Common Expenses, and the Trustees of each respective Group shall have all of the rights and remedies (specifically including but not limited to the so-called "superlien") to collect VH - Common Expenses, IC - Common Expenses, and AL - Common Expenses as set forth in Section 6 of the Act, and to the same extent and with the same remedies set forth in said Section 6 of the Act, as if VH - Common Expenses IC - Common Expenses and AL - Common Expenses were denominated merely as Common

Expenses. To the extent necessary for the collection thereof under the provisions of Section 6 of the Act, the Trustees of each respective Group shall have the right to treat VH - Common Expenses, IC - Common Expenses, and AL - Common Expenses in the manner set forth in clause (ii) of subsection (a) of said Section 6 of the Act.

5.5 Insurance.

5.5.1 Insurance Coverages to be Obtained. The Trustees of the Emerald Court Condominium Trust and the Trustees of each Unit Group shall, obtain and maintain, to the extent obtainable, the following insurance covering, in each instance, the Common Areas, Building(s), Fixtures, Amenities and Facilities for which each is responsible:

- (a) Fire insurance with extended coverage and vandalism and malicious mischief endorsements insuring the Common Areas and Facilities in the Condominium, including without limitation all such portions of the interior of Buildings within such Common Areas and Facilities as are for insurance purposes normally deemed to constitute part of the Building and are customarily covered by such insurance such as heating, hot water, air conditioning and other service machinery, interior walls, all finished wall surfaces and plumbing and lighting fixtures. Such insurance shall be in an amount at least equal to 100% of the replacement value of the property so covered, shall include coverage for costs of debris removal and demolition and shall be payable to the Trustees as Insurance Trustees for the Owners and their mortgagees, as their respective interests may appear. Also, if sprinkler systems are located in any of the Buildings and structures, sprinkler leakage coverage shall be obtained and if steam boilers are in operation in the Condominium, broad form boiler and machinery insurance in limits of at least \$100,000.00 per accident per location shall be obtained.
- (b) Public liability insurance in such amounts as the Trustee may from time to time determine, but in no event shall the limits of liability under such insurance be less than One Million Dollars (\$1,000,000.00) for bodily injury (both on a per person and per occurrence basis) and/or property damage, insuring the Trustee, the manager (if any), all persons acting or who may come to act as agents or employees of the Trustees or the manager, and all Owners and other persons entitled to occupy any Unit or other portion of the Condominium, and with cross liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder. This insurance, however, shall not insure against the individual liability of an Owner for negligence occurring within his own Unit, or EUA appurtenant to the Unit it being the Owner's obligation to provide such coverage.
- (c) Worker's Compensation insurance as required by law.
- (d) The Trustees shall obtain adequate fidelity bonds for all officers, employees and agents of the Condominium who handle or are responsible for Condominium funds. The fidelity bond shall cover the maximum amount of funds that will be in the custody of the Trust or its management agent at any time while the bond is in force.

- (e) Such other insurance as the Trustees may from time to time determine.

5.5.2 General Insurance Provisions. These provisions are applicable to the Trustees of the Emerald Court Condominium Trust as well as the Trustees of the Villa Home Units Group, the Trustees of the Independent Living Congregate Units Group, and the Trustee of the Assisted Living Group separately as to any separate policies of insurance which each Trustee may obtain, and jointly as to the policy or policies which the Trustees may obtain in common.

- (a) The Trustees shall deal with the insurer or insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under Section 5.5.1 above and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, and shall make any necessary changes in the policies provided for under Section 5.5.1 above in order to meet the coverage requirements thereof.
- (b) The Trustees shall be required to make every effort to see that all policies of insurance shall (1) contain waivers of subrogation by the insurer as to claims against the Trustees, the manager (if any), all Owners and other persons entitled to occupy any Unit or other portion of the Condominium and each of their respective agents and employees, except in case of arson or fraud; (2) contain a waiver of defense of invalidity on account of any act or neglect by any of the owners or other persons over which the Trustees have "no control" or by failure of the Trustees to comply with any warranty on any portion of the Condominium over which the Trustees have "no control"; (3) provide that such policies may not be canceled or substantially modified without at least thirty (30) days' advance written notice to all of the insureds thereunder, all mortgagees of Unit in the Condominium and any other named insureds; (4) provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by the Owners or their mortgagees; (5) exclude policies obtained by individual Owners from consideration under any "no other insurance" clause; and (6) in the case of fire and other hazard insurance, provide that, where the provisions of the policy give the insurance company the option of restoring the damage in lieu of making a cash settlement, said option may not be exercised without the approval of the Trustees and/or the service(s) for the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or like entity which may have loans with respect to the condominium, nor may such option be exercised where it would conflict with any applicable requirement of law.
- (c) Each Owner may obtain additional insurance for his own benefit and at his own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Trustees, and each owner hereby assigns to the Trustees the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property owned or supplied by individual Owners) shall be filed with the Trustees.

- (d) Each Owner shall obtain insurance for his own benefit and at his own expense insuring his Unit, all personal property presently or hereafter located in his Unit and all improvements to his Unit. Each such policy of insurance obtained by an Owner must contain waivers of subrogation by the insurer as to claims against the Trustees, the manager (if any), all Owners and other persons entitled to occupy any Unit or other portion of the Condominium and each of their respective agents and employees.

5.5.3. The Trustees, as insurance Trustees, shall collect and receive all casualty loss insurance proceeds and shall hold, use, apply and disburse the same in accordance with applicable provisions of Section 5.6 hereof. With respect to losses covered by such insurance which affect portions or elements of a Unit, or of more than one Unit to substantially the same or to different extent, the proceeds relating thereto shall be used, applied and disbursed by the Trustees in a fair and equitable manner.

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

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

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

5.5.7 Each Owner hereby waives, discharges and releases all claims and rights of recovery against the Trustees, the manager (if any), all Owners and other persons entitled to occupy any Unit or other portion of the Condominium and each of their respective agents and employees on account of any loss or damage, whether to person or property, insured against under the policies of insurance obtained by such owner for his own benefit. This waiver shall constitute a waiver of subrogation for purposes of such policies.

5.6 Rebuilding, Restoration and Condemnation.

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

- (a) Notwithstanding anything to the contrary contained herein or in the Master Deed, in the event of a total or partial loss of a single Unit, the Owner shall have the absolute right to repair or replace said Unit subject to Section 5.9 herein.
- (b) If such loss as so determined does not exceed ten (10%) percent of such value, the Trustees, acting as Insurance Trustees, shall promptly adjust and collect the loss, arrange for the prompt repair or restoration of the damaged area, and disburse the

** See: 1st Special Amendment (above paragraph replaced)*

proceeds of all insurance policies in payment of all costs and expenses incurred in connection with such repair or restoration in appropriate retainage.

- (c) If such loss as so determined exceeds ten percent (10%) of such value and if within one hundred twenty (120) days after the date of such loss, seventy-five (75%) or more of the Owners do not agree to proceed with repair or restoration, each Owner's proportionate share of the insurance with respect to the Common Areas and Facilities based upon his Unit's respective undivided ownership interest in said Common Areas and Facilities, together with the proportion of the insurance proceeds allocated to any Unit as a result of a loss to such Unit and/or its appurtenant Lot due to the casualty, shall, to the extent permitted by law, be divided among the Owners and shall be paid first to the holders of the first mortgages on their Units, if any, up to, but not in excess of, the amounts secured thereby, and thereafter to the Owners, and the Condominium shall be subject to partition at the suit of any Owner. Such suit shall be subject to partition sale together with any common funds of the Trust (adjusted for insurance proceeds paid or payable as aforesaid) shall be divided among the owners in proportion to their Unit's undivided interests in the holders of the first mortgages on their Units, if any, to the extent of the amounts secured thereby, and thereafter to the owners. If, on the other hand, seventy-five percent (75%) or more of the Owners agree to proceed with the necessary repair and restoration of the damaged areas, and disburse the proceeds of all insurance policies in payment of all costs and expenses incurred in connection therewith in appropriated progress payments and with appropriate progress retainage.

5.6.2 In the event that the total cost of repair or restoration as estimated on the basis of an independent appraisal, or as determined during the course of repair or restoration, exceeds the total sum of available insurance proceeds, then the Trustees shall assess all the Owners, as a Common Expense, the amount in excess of available insurance proceeds necessary to cover the cost of repairing or restoring improvements to a Unit, which improvements exceed a value of \$1,000.00 when they were made (said value to be determined by the reasonable judgment of the Trustees) and were not reported to the Trustees as required by Section 5.5.2(e) hereof, shall be borne exclusively by the Owner of the Unit involved; and provided further that if the casualty loss exceeds ten percent (10%) of the value of the Condominium prior to the casualty, any Owner not agreeing as provided in said Section 5.6.1(b) to proceed with the repair and restoration may apply to the Middlesex County Superior Court, on such notice to the Trustees as the Court shall direct, for an order directing the purchase of his Unit by the Trustees at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a Common Expense. ** See Special Amendment (Paragraph 5.6.2 deleted and replaced)*

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

5.6.4 If there shall have been repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be divided into separate shares for the Trust and

the Owners of the damaged Unit, in proportion to the respective costs of repair or restoration of the damaged portions of the Common Areas and Facilities and of each damaged Unit and shall then be paid over to the Trustees and/or each Owner entitled to a share.

5.6.5 In the event of a taking of all or part of the Condominium under the powers of eminent domain, the provisions of Sections 5.6.1 through 6.5.4 hereof shall apply as if the taking were a casualty loss with the proceeds of an insurance settlement if the taking award being treated in the same manner as would the proceeds of an insurance settlement. Provided, however, if the taking award specifically allocates certain damages as being attributable to the Common Areas and Facilities and/or particular Units or their appurtenant EUA's, such allocation shall be used in allocating the proceeds pursuant to the provisions of said Section 5.6.1 through 5.6.4. ** See: 1st Special Amendment (above paragraph replaced)*

5.7 Improvements to Common Areas and Facilities.

5.7.1. If and whenever the Trustees shall propose to make any improvement to the Common Areas and Facilities of the Condominium, or shall be requested in writing by twenty-five percent or more of the Owners to make any such improvement, the Trustees shall submit to all Owners (a) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made to make the same; and (b) a copy of the provisions of Section 18 of Chapter 183A. Notwithstanding the foregoing, so long as the Declarant has beneficial interest hereunder, the Trustees shall not submit the aforementioned documents to the Owners unless the request for improvements is also joined in by the Declarant. Upon whichever of the following shall first occur, namely, (a) the receipt by the Trustees of such agreement signed by fifty-one percent of the Owners, or (b) the expiration of six (6) months after such agreement was first submitted to the Owners, the Trustees shall notify all Owners of the aggregate percentage of Owners who have then signed such agreement. If the percentage of agreeing owners equals or exceeds seventy-five percent, then the Trustees shall proceed to make the improvement or improvements specified in such agreement and shall charge the costs thereof as a Common Expense, provided, however, that if such improvement costs are in excess of ten percent of the then value of the Condominium, any Owners not agreeing to the improvement may apply to the Middlesex Superior Court, on such notice to the Trustees as the Court shall direct, for an order directing the purchase of his Unit by the Trustees at the fair market value thereof as approved by the court. The cost of any such purchases shall be a Common Expense. If the percentage of agreeing Owners equals or exceeds fifty percent, but is less than seventy five-percent, the Trustees may, with the agreement of those Owners who wish the improvement to be made, proceed to make the improvement and charge the cost thereof as a Common Expense to such agreeing Owners only.

5.7.2 If and whenever any Owner shall propose to make an improvement to or affecting the Common Areas and Facilities of the Condominium which is not within the EUA appurtenant to his Unit at such 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 Owner proposing the same, without the consent or approval of other Owners, subject to such contractual undertakings of the Owner proposing such improvements as the Trustees in their reasonable discretion deem to be necessary or desirable in the circumstances.

5.8 Determination of Trustees Subject to Arbitration. Notwithstanding anything in Section 5.6 or Section 5.7 contained, (a) in the event that any Owner or Owners shall by notice in writing to the Trustees dissent from any determination of the Trustees with respect to the value of the Condominium or of any Unit or Units or any other determination or action of the Trustees under Section 5.6 or Section 5.7, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Owner or Owners may submit the matter to arbitration, and for that purpose, one arbitrator shall be designated by the Trustees, one by the dissenting 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 then prevailing; and (b) the Trustees shall not in any event be obligated to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the estimate of the Trustees of all costs associated therewith.

5.9 RESERVED

5.10 Rules, Regulations, Restrictions and Requirements. The Trustees shall have the right (which right shall not be delegated) at any time and from time to time to adopt, amend and rescind administrative rules and regulations governing the details of the operation and use of the Common Areas and Facilities.

The Trustees shall have the power to enforce the Master Deed, Condominium Trust, these By-laws and the Rules and Regulations adopted pursuant hereto, and shall have the power to levy fines against the Owners for violations thereof, as set forth in Section 5.1.16 hereof. Fines may be enforced against the Owner or Owners involved as a Common Expense owed by the particular Owner or Owners. In the case of persistent violation of the Rules and Regulations by a Owner, the Trustees shall have the power to require such Owner to post a bond to secure adherence to the Master Deed, Condominium Trust, By-Laws and Rules and Regulations and shall have the right to bring an action against such Owner to enjoin him from such course of conduct. The Owner shall be responsible for all reasonable costs and expenses incurred by the parties in connection with any action so taken. Any actions commenced hereunder shall be subject to the provisions of section 5.4.8. A majority vote of Owners at a meeting held in compliance with Article IV of this Trust may overrule the Trustees.

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

5.12 Meetings.

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

5.12.2 There shall be an annual meeting of the Owners on the second Saturday in March of each year, commencing with the year 2004, at 10:00 a.m. at the Condominium or at such other reasonable place and time as may be designated by the Trustees by written notice given to the Owners at least seven days prior to the date so designated. Special meetings of the Owners may be called at any time by the Trustees, upon the written request of owners holding at least 33-1/3 percent of the beneficial interest. Written notice of any such special meeting designating the place, day and hour thereof shall be given by the Trustees to the Owners at least fourteen days prior to the date so designated. At the annual meeting of the 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 Owners any matter with respect to which approval of or action by the Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter. The presence in person or by proxy of the holders at least fifty-one (51%) percent of the total voting power of the Owners present in person or represented at any meeting of the Owners, shall have the power to adjourn the meeting from time to time, without notice, other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which could have been transacted at the meeting as originally noticed. Notwithstanding the foregoing, no such subsequent meeting shall be held more than sixty (60) days following the date of the originally called meeting. Unless a greater vote of the Owners shall be required by the provisions of the Act, the Master Deed or this Trust, a vote of at least fifty-one (51%) percent of the voting power present in person or by proxy at a meeting of the Owners at which a quorum is present shall be sufficient to transact the business of the Owners, provided always that the Owners may not act to rescind, reverse, modify or amend any decision of or action taken by the Trustees pursuant to their authority under this Trust, nor make the Owners undertake to exercise in any manner the powers or functions of the Trustees hereunder, unless such action by the Owners is authorized by the affirmative vote of at least two-thirds of the total voting power of the Owners. ** See Special Amendment (Para. 5.12.2 deleted and replaced)*

5.13 Notices to Owners. Every notice to any 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 Owner by leaving such notice at his Unit in the Condominium or by mailing it, postage prepaid, and addressed to such Owner at such address as may appear upon the records of the Trustees.

5.14 Record Date. The Trustees may, for a period not in excess of thirty (30) days prior to a date of any meeting of the Owners, fix in advance a time as a record date for determining the Owners having a right to notice of and to vote at such meeting, and in such case only Owners of record on such record date shall have such rights, notwithstanding any transfer by an Owner of

his interest in his Units after the record date. If no record date is fixed, the record date for the aforementioned purposes shall be 5:00 p.m. on the day next preceding the day on which notice of a meeting of the Owners is given.

5.15 Order of Business. The order of business at all meetings of Owners shall be as follows:

- (a) Roll Call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Report of officers.
- (e) Report of Trustees.
- (f) Report of committees.
- (g) Election of inspectors of election (when so required).
- (h) Election of Trustees (when required).
- (i) Unfinished business.
- (j) New business.

5.16 Voting at Meetings. At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be (a) in writing signed by or on behalf of all the Owners of the Units involved, (b) dated and (c) filed with the Secretary of the Trust. No proxy shall be valid beyond the date of the final adjournment of the first meeting of owners, whether annual or special, held on or after the date thereof, and every proxy shall automatically terminate upon sale by the Owner of his Unit. A proxy may be revoked by notice given by any Owner of the Unit involved to the person presiding at the meeting at which it is to be cast. Any proxy which purports to be revocable without such notice shall be void.

5.17 Officers.

5.17.1 Designation. The officers of the Trust shall be a Chairman, a Treasurer, a Secretary and such other officers as the Trustees from time to time may determine. If the number of Trustees shall be less than three, any one Trustee may hold more than one office.

5.17.2 Election and Qualification. The officers shall be selected by vote of a majority of the Trustees at their regular annual meeting, or in the event that the Annual Meeting is not held or in the event of resignation, removal or decease of an officer, at any special meeting of the Trustees. All officers shall be Trustees.

5.17.3 Term of Office. All officers shall hold office for a term of one year or until their successors are elected and qualified.

5.17.4 Resignation and Removal. Any officer may resign at any time by written notice to the Chairman or the Secretary which notice shall take effect on the date of receipt of such notice or at any later date specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed at any time, with or without cause, by a vote of a majority of the Trustees, provided that if removal for cause the removal shall be postponed, and the officer involved shall be granted the opportunity to be heard by the Trustees.

5.17.5 Vacancies. A vacancy in any office may be filled in the manner prescribed in Section 5.17.2 hereof. The officer selected to fill such a vacancy shall serve for the remainder of the term of the officer he replaces.

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

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

5.17.8 Treasurer. The Treasurer shall be responsible for the funds of the Trust and shall be responsible for keeping or having kept full and accurate financial records and books of account showing all receipts and disbursements of the Trust and any other financial data required by the Trustees or by the Owners. He shall be responsible for the deposit of all funds in the name of the Trustees in such depositories as may be designated by the Trustees from time to time and shall have such other powers and duties as may be delegated to him by the Trustees or the Owners from time to time. The Trustees may delegate such of the Treasurer's powers and duties to the manager or managing agent as they deem to be advisable.

5.18 Inspection of Books, Report to Owners. Books, accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees and owners and first mortgage holders of the Units at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the owners a report of the operations of the Trustees for such year which shall include financial statements in such summary form and in such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by certified or registered mail within a period of ninety days after the date of the receipt by him shall be deemed to have assented thereto.

5.19 Checks, Notes, Drafts and Other Instruments. Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any two Trustees, or by any person or persons to whom such power may at any time or from time to time be delegated by not less than a majority of the Trustees.

5.20 Seal. The Trustees may adopt a seal circular in form bearing an inscription of the name of this Trust as set forth in ARTICLE I, but such seal may be altered by the Trustees at their pleasure, and the Trustees, may, at any time or from time to time, at their option, adopt a common or wafer seal which shall be valid for all purposes.

5.21 Fiscal Year. The fiscal year of the Trust shall be the year ending with the last day of December or such other date as may from time to time be determined by the Trustees.

5.22 Removal from Condominium Law. Until such time as the Declarant has no beneficial interest hereunder, owners holding one hundred percent (100%) of the total voting power of the

Owners as provided in Paragraph 7.3 herein shall be required to approve the removal of the Condominium described herein from the provisions of the Act, and thereafter the provisions of Section 19 of said the Act shall apply; provided, however, if during such time the Declarant holds a portion of the beneficial interest hereunder, the Declarant approves of such removal, the approval of Owners holding at least seventy-five percent (75%) of the total voting power of the Owners hereunder, together with consent in writing of the holders of all liens on the Units as provide for in paragraph 7.3 herein, shall also be required for such removal, all as provided in said Section 19 of the Act.

5.23 Sale or Lease of Units. Subject to such restriction as may otherwise be set forth in the Master Deed or in the Trust and Bylaws, an Owner may assign, lease, sell or otherwise transfer all of his interest in his Unit(s), together with (a) the undivided interest in the Common Areas and Facilities appurtenant thereto; (b) the interest of such Owner in any Unit(s) theretofore acquired by the Trustees or their designee, on behalf of all Owners or the proceeds of the sale or lease thereof, if any; and (c) the interest of such owner in any other assets of the Condominium (hereinbefore and hereinafter collectively called "Appurtenant Interests"). However, no Owner shall execute any deed, lease, mortgage, or other instruments conveying or mortgaging title to or an interest in his Unit(s) without including therein the Appurtenant Interest, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit(s) may be sold, leased, transferred or otherwise disposed of, except as part of a sale, lease, transfer or other disposition of the Unit(s) to which such interests are appurtenant, or as a part of a sale, lease, transfer or other disposition of such part of the Appurtenant Interests of all Unit(s).

5.24 Acquisition of Units by the Trustees. With the approval of Owners holding at least seventy-five percent of the total voting power of the Owners under this Trust, the Trustees may acquire a Unit using funds from the working capital and Common Expenses in the hands of the Trustees, or if such funds are insufficient, the Trustees may levy an assessment against each Owner in proportion to his percentage of beneficial interest as set forth in Exhibit C to the Master Deed, as a Common Expense, or the Trustees, in their discretion, may borrow money to finance the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be acquired by the Trustees.

5.25 Water Use Charges. Water shall be provided by the municipality to the Condominium through individual Unit meters and shall be paid by the Owners directly to the Municipality and shall not be a Common Expense of the Condominium.

* See Certificate of Resolution

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

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

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

6.2 Recourse Against Trustees. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees or by reason of anything done or omitted to be done by or on behalf of them or any of them against the Trustees individually, or against any such agent or employee or against any beneficiary either directly or indirectly, by legal or equitable proceeding, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with, or having any claim against the Trustees, shall look only to the Trust property for payment under such contract or claim or for the payment of any debt, damage, judgment or decree or for 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 Owners under the provisions of the Act.

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

6.4 Certifications by Trustees for Recording. All persons dealing in any manner whatsoever with the Trustees, the Trust property or any beneficiary hereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with the Middlesex North District Registry of Deeds. Any certificate executed by the Secretary of this Trust setting forth the names of the Trustees hereunder, when recorded with said Registry of Deeds, shall be conclusive evidence of the identity of those persons who are serving as Trustees in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate signed by a majority of the Trustees in office at the time, setting forth as facts any matters 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.

ARTICLE VII - AMENDMENTS AND TERMINATION

7.1 Amendment of Trust. The Trustees, with the consent in writing of Owners of Units holding at least seventy-five percent of the total voting power of the Owners, 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 It would alter, or in any manner or to any extent whatsoever, modify or affect the percentage of beneficial interest of any Owner hereunder so as to be different than the percentage of the undivided ownership interest in the Common Areas and Facilities which is appurtenant to such Owner's Units as set forth in the Master Deed, as said Master Deed may be hereafter amended to add new phase(s) to the Condominium pursuant to the provisions of paragraph 19 of the Master Deed; or

7.1.2 It would render this Trust contrary to or inconsistent with the Master Deed or any requirements or provisions of the Act.

7.1.3 It would cause provisions of this Trust to fail to comply with the requirements of the Federal National Mortgage Association ("FNMA") or Federal Home Loan Mortgage Corporation ("FHLMC") with respect to condominium mortgage loans.

7.1.4 It would be contrary or inconsistent with any state, federal, or municipal law, including, without limitation, the Tewksbury Zoning By-Law and Health Code.

7.2 Necessity for Recording Amendments, Alterations, Additions or Changes. Any amendment, alteration, addition or change pursuant to the foregoing provisions of the ARTICLE VII shall become effective upon the recording with the Middlesex North District Registry of Deeds of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required for the acknowledgment of deeds by a majority of the Trustees, setting forth in full the amendment, alteration, addition or change and reciting the consent of the Owners herein required to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with the prerequisites to the validity of such amendment, alteration, addition or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes.

7.3 Termination. The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of the Act in accordance with the procedure therefor set forth in Section 19 of said law, as it may be modified by Section 5.23 of this Trust, and further provided that on or before the date set for termination, (a) written consents to the termination are obtained from the holders of liens upon the common land and any of the Units, and (b) to the extent required by the applicable local zoning by-laws, written consents to the termination are obtained by any local governmental entity or its agencies. Termination pursuant to this Article shall become effective upon the recording with the Registry of Deeds of the aforementioned instrument signed by the Owners authorizing termination and the consents of the lien holders.

7.4 Disposition of Property on Termination. Upon the termination of this Trust, the Trustees may, subject to and in accordance with provisions of the Act, 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, 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 owners as tenants in common, according to their respective percentages of beneficial interest hereunder. In making any sale under this provision, the Trustees shall have the power to sell or vary any contract of sale and to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their possession or ownership, even though all times herein fixed for distribution of Trust property may have passed.

ARTICLE VIII - CONSTRUCTION AND INTERPRETATION; WAIVER AND DEFINITION

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 female and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trust and corporations unless a contrary intention is to be inferred from or required by the subject matter or context.

The cover, title, index, headings of different parts hereof 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 Waiver. The Trustees shall have the power and authority to waive any provision of this Trust affecting or limiting the rights of an owner for any cause or reason determined to be reasonable by such Trustees in their discretion; provided, however, that no such waiver on any one occasion shall constitute a waiver on any future occasion, nor shall any waiver of a provision of this Trust affect the Trustees' rights and power to enforce all other provisions of this Trust. No restriction, condition, obligation or provision contained in this Trust or ByLaw shall be deemed to have been abrogated or waived by reason of any failure to enforce the same.

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

8.3.1 In the event of a conflict between the Trust and the Act, as amended, the provisions of the Act shall control;

8.3.2 In the event of a conflict between any numerical voting requirements for action set forth in the Master Deed and any such requirements set forth herein, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control;

8.3.3 In the event of any conflict other than as set forth in Paragraph 8.3.2 of this Section between the provisions of the Master Deed and any other provision hereof, the provisions of the Master Deed shall control;

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

8.4 Severability. In the event that any provision of this Trust shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed to be enforceable to the extent and in such situations as may be permitted by applicable law, and in any event, the partial or total unenforceability of such provision shall not affect in any manner the validity, enforceability or effect of the remainder of this Trust; and, in such event, all of the other provisions of this Trust shall continue in full force and effect as if such invalid provision had never been included herein.

IN WITNESS WHEREOF, Stonewood, LLC, as Original Trustee, has executed the foregoing instrument as a sealed instrument this 27 day of January, 2004.

Stonewood, LLC

By: Maureen F. DiPalma
Maureen F. DiPalma, Manager

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

On this 27 day of January, 2004 before me, the undersigned notary public, personally appeared Maureen F. DiPalma, Manager of Stonewood, LLC, personally known to me to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purposes in her capacity as Manager of Stonewood, LLC, and that she had the authority to sign in such capacity,

END OF DOCUMENT

Richard P. Howe Jr.

Page 37

Mark B. Johnson
6/30/06



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FIRST SPECIAL AMENDMENT TO DECLARATION AND BYLAWS
OF THE EMERALD COURT CONDOMINIUM TRUST

(Pursuant to ¶ 19 of the Master Deed of Emerald Court Condominium)

WHEREAS STONEWOOD LLC, a Massachusetts Limited Liability Company having a usual place of business in Tewksbury, Middlesex County, Massachusetts, (hereinafter referred to as "Declarant") has submitted certain premises situated in Tewksbury, Middlesex County, Massachusetts, to the condominium form of ownership and use in a manner consistent with the provisions of Massachusetts General Laws, Chapter 183A; and

WHEREAS, the Declarant has caused to be recorded a Master Deed dated January 5, 2004, (the "Master Deed") and recorded with the Middlesex North District Registry of Deeds at Book 16744, Page 1, as affected by Amended and Restated Master Deed Emerald Court Condominium dated January 17, 2004 and recorded with the Middlesex North District Registry of Deeds at Book 16840 Page 249, as affected by First Phasing Amendment to Master Deed, dated February 6, 2004 and recorded with the Middlesex North District Registry of Deeds at Book 16841 Page 38, as affected by First Special Amendment to Master Deed of Emerald Court Condominium recorded in Book 16990, Page 293, as affected by Second Phasing Amendment adding Phase 3 recorded in Book 16990, Page 284, as affected by Third Phasing Amendment adding Phase 4 recorded in Book 17452, Page 97, as affected by Fourth Phasing Amendment adding Phase 5 recorded in Book 17578, Page 43, as affected by Fifth Phasing Amendment adding Phase 6 recorded in Book 17799, Page 258, establishing EMERALD COURT CONDOMINIUM; and

WHEREAS, Paragraph 19(e) of said Master Deed sets forth the manner in which said Trust may be amended to bring the Trust into compliance with M.G.L. c. 183A; and to correct clerical or typographical errors in the Trust or the Master Deed or any Exhibit thereto, or any supplement or amendment thereto;

NOW, THEREFORE, the Declarant does hereby amend said Declaration and Bylaws of the Emerald Court Condominium Trust in accordance with the applicable provisions of said Master Deed as follows:

1. Paragraph 5.1.10 of the Trust is deleted and the following inserted in its place:

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

2. Paragraph 5.1.15 of the Trust is deleted and the following inserted in its place:

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5.1.15 To receive notice, review and approve (a) certain modifications or additions to the building(s) as referred to in the Master Deed (and limited in scope as provided therein); (b) any other construction, modification or decoration activities with respect to a Unit which involve or impact the Common Areas and Facilities, and/or over which the Trustees may specifically have review and approval authority under the provisions of the Master Deed and this Condominium Trust.

3. The reference to subparagraph 5.1.19 in Paragraph 5.1.21(d) of the Trust is deleted.

4. Paragraph 5.6.1(a) of the Trust is deleted and the following inserted in its place:

(a) Notwithstanding anything to the contrary contained herein or in the Master Deed, in the event of a total or partial loss of a single Unit, the Owner shall have the absolute right to repair or replace said Unit.

5. Paragraph 5.6.5 of the Trust is deleted and the following inserted in its place:

5.6.5 In the event of a taking of all or part of the Condominium under the powers of eminent domain, the provisions of Sections 5.6.1 through 5.6.4 hereof shall apply as if the taking were a casualty loss with the proceeds of an insurance settlement if the taking award being treated in the same manner as would the proceeds of an insurance settlement. Provided, however, if the taking award specifically allocates certain damages as being attributable to the Common Areas and Facilities and/or particular Units or their appurtenant EUA's, such allocation shall be used in allocating the proceeds pursuant to the provisions of said Section 5.6.1 through 5.6.4.

Except and to the extent as herein modified, all of the provisions of said Declaration and Bylaws of the Emerald Court Condominium Trust as previously modified and amended shall remain unchanged and in full force and effect.

Executed as a sealed instrument on this day, July 22, 2004

Stonewood, LLC



By: Maureen F. DiPalma

Its: Manager

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss.

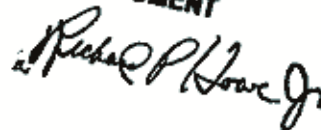
On this 22 day of July, 2004, before me, the undersigned notary public, personally appeared Maureen F. DiPalma, Manager of Stonewood, LLC, personally known to me to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purposes in her capacity as Manager of Stonewood, LLC, and that she had the authority to sign in such capacity,



Notary Public
My Commission Expires: 6/30/06



END OF DOCUMENT



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(SPACE ABOVE THIS LINE RESERVED FOR REGISTRY USE)

**FIRST AMENDMENT TO
AMENDED AND RESTATED
DECLARATION AND BYLAWS OF THE
EMERALD COURT CONDOMINIUM TRUST**

The undersigned, Maureen F. DiPalma, being Manager of Stonewood, LLC, a Massachusetts limited liability company with a principal office at 36 Hillman Street Unit 1, Tewksbury, Massachusetts, which is the Trustee of the Emerald Court Condominium Trust under Amended and Restated Declaration of and Bylaws of the Emerald Court Condominium Trust which is recorded with the Middlesex North Registry of Deeds at Book 16841, Page 1 ("Trust"), pursuant to Section 7.1 (Amendment of Trust) of said Trust, hereby gives notice that pursuant to an action approved by not less than seventy-five percent of the affected holders of the beneficial interest of the Trust, Section 5.2.1 of said Trust is hereby modified as follows:

5.2.1 (d) shall no longer apply to the Independent Living Congregate Units. Any reference to the Independent Living Congregate Units shall be deleted and the following added in its place:

5.2.1(d)(1) The regulation and admittance of pets in the Independent Living Congregate Units shall be solely regulated by the Rules and Regulations pertaining to those Units

The following shall be inserted as paragraph 5.2.1(l)

(l) The Garage portions of the Independent Living Congregate Units may be used to house private non-commercial passenger vehicles only. The exterior doors to the garage shall be kept closed at all times except when vehicles or persons are in actual transit to and from the garage. The term "private non-commercial passenger vehicles" as used in this section shall

include automobiles, and to the extent customarily used primarily for the transportation of passengers rather than cargo, small pickup type trucks. The fact that a vehicle described in the immediately preceding sentence bears "commercial" license plate shall, in of itself, not render such vehicle a commercial vehicle. No Recreational Vehicles (RVs) are permitted.

In all other respects, the terms of the original Amended and Restated Declaration and Bylaws of the Emerald Court Condominium Trust shall remain in full force and effect.

13th WITNESS the execution hereof under seal by the undersigned as of the day of June, 2006

STONEWOOD, LLC

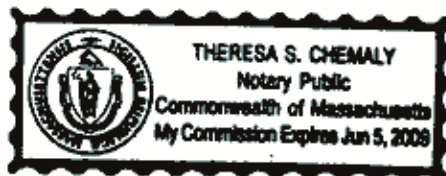


By: Maureen DiPalma
Its: Manager

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

On this 13th day of June 2006 before me, the undersigned notary public, personally appeared Maureen DiPalma, Manager of Stonewood, LLC proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, and that she had the authority to sign in that capacity.




Notary Public
My Commission Expires: June 5, 2009

END OF DOCUMENT



**CERTIFICATE OF RESOLUTION OF THE
BOARD OF TRUSTEES OF THE EMERALD COURT CONDOMINIUM TRUST**

This Certificate of Resolution is adopted this 18th day of February, 2008 by the Board of Trustees of the Emerald Court Condominium Trust (hereinafter referred to as "Board" and/or "Trustees"), Stonewood, LLC, the Declarant for the Emerald Court Condominium Trust (hereinafter referred to as "Declarant") and Tewksbury Assisted Living, LLC as Unit Owner for the Assisted Living Unit located at the Emerald Court Condominium Trust (hereinafter referred to as "TAL").

WHEREAS, the Board of Trustees are the duly authorized Board of Trustees for the Emerald Court Condominium Trust; and

WHEREAS, Stonewood, LLC is the Declarant for the Emerald Court Condominium Trust; and

WHEREAS, Tewksbury Assisted Living, LLC is the owner of the Assisted Living Unit as set forth in the Fifteenth Amendment to the Master Deed recorded with the Middlesex North District Registry of Deeds at Book 20498, Page 107; and

WHEREAS, the Board of Trustees has the authority to adopt rules pursuant to Article V, §5.10 of the Declaration of Trust; and

WHEREAS, the Declarant owns declared Units which are not sold, located at the Emerald Court Condominium Trust in the Independent Living Congregate Units; and

WHEREAS, the parties, successors and assigns, their respective agents, servants and/or employees to this Certificate of Resolution agree that the same shall bind the parties by this Certificate of Resolution; and

WHEREAS, there are ambiguities in Articles III and V regarding the following: (i) the number of Trustees for the Group of the Villa Home Units and the Independent Living Congregate Units established pursuant to Article V, §5.4.9 and Article V, §5.4.17, respectively of the Declaration of Trust; (ii) procedures for the above sub-groups to operate regarding meetings and quorums; (iii) the vote necessary to elect the Board of

Trustees as a whole (hereinafter the "Master Group"); and (iv) the responsibilities for the Master Group and the sub-groups as defined above as well as the group established for the Assisted Living Unit; and

WHEREAS, to the extent permitted under the documents, and as a result of the Declarant's reserved rights and execution of this document, the same shall take effect as a Resolution to the Declaration of Trust.

NOW THEREFORE, this rule and, to the extent necessary, this Resolution, is hereby adopted and shall take precedent over the provisions of the Declaration of Trust.

1. The initial number of Trustees for the Master Board shall be seven (7) ("Master Board"). The initial number of Trustees for the Villa Home Units Group shall be three (3). The initial number of Trustees for the Independent Living Congregate Unit Group shall be three (3). The initial number of Trustees for the Assisted Living Unit shall be one (1).
2. The Trustees for the Villa Home Units Group shall be elected by fifty-one percent (51%) of the Villa Home Units Group owners with their percentage interest established by the Group interest set forth in Exhibit "C" of the Master Deed. The Trustees for the Independent Living Congregate Unit Group shall be elected by fifty-one percent (51%) of the Independent Living Congregate Unit Group owners with their percentage interest established by the Group interest set forth in Exhibit "C" of the Master Deed. The Trustee for the Assisted Living Unit shall be designated by the owner thereto. The Trustees for the Master Board be elected by fifty-one percent (51%) of the entire beneficial interest in the Association.
3. No Trustee shall serve on a Sub-Group that is not also elected and/or appointed to the Master Association Board.
4. For purposes of Trustee elections or for the establishment of the number of Trustees hereunder, the owner of the Assisted Living Unit agrees to vote its percentage interest for the unit owners who receive the majority of votes in each of the Groups for the Master Association Board.
5. If the number of Trustees is increased or reduced, they shall always be in equal number for the Villa Home Units Group and the Independent Living Congregate Group as well as on the Master Board such that if the number of Trustees is increased to nine (9), then each of the Villa Home Units Group and the Independent Living Congregate Group shall each have four (4) members on their Sub-Boards as well as the same number on the Master Association Board. The Assisted Living Unit shall always have one (1) Trustee on the Master Association Board. To the same effect, if the number of Trustees is reduced to five (5) or three (3) with the number of Trustees equaling two (2) and two (2); or one (1) and (1), respectively.

6. The Master Association Board shall be responsible for the obligations as defined in Article V, §5.4 through Article V, §5.4.8 of the Declaration of Trust. The Villa Home Units Group shall be responsible for the items as defined in Article V, §5.4.9 through Article V, §5.4.16 of the Declaration of Trust. The Independent Living Congregate Group shall be responsible for the obligations as defined in Article V, §5.4.17 through Article V, §5.4.24 of the Declaration of Trust. The Assisted Living Unit shall be responsible for the obligations as defined in Article V, §5.4.25 through Article V, §5.4.32.

7. In the event that any provision of this document shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed as to be enforceable to the extent and in such situations as may be permitted by applicable law, and in any event, the partial or total unenforceability of such provisions shall not affect in any manner the validity, enforceability or effect of the remainder of this document; and, in such event, all of the other provisions of this document shall continue in full force and effect as if such invalid provision had never been included herein.

EXECUTED the date and year first above written.

BOARD OF TRUSTEES
EMERALD COURT CONDOMINIUM

Justin McCallister Trustee _____
Paul Peller Trustee _____
Maurice F. DiPalma Trustee _____

DECLARANT

Maurice F. DiPalma Manager
 By: *Maurice F. DiPalma, Manager*
 Stonewood, LLC

ASSISTED LIVING UNIT OWNER

 By: *Craig Spaulding, Manager*
 Tewksbury Assisted Living, LLC

6. The Master Association Board shall be responsible for the obligations as defined in Article V, §5.4 through Article V, §5.4.8 of the Declaration of Trust. The Villa Home Units Group shall be responsible for the items as defined in Article V, §5.4.9 through Article V, §5.4.16 of the Declaration of Trust. The Independent Living Congregate Group shall be responsible for the obligations as defined in Article V, §5.4.17 through Article V, §5.4.24 of the Declaration of Trust. The Assisted Living Unit shall be responsible for the obligations as defined in Article V, §5.4.25 through Article V, §5.4.32.
7. In the event that any provision of this document shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed as to be enforceable to the extent and in such situations as may be permitted by applicable law, and in any event, the partial or total unenforceability of such provisions shall not affect in any manner the validity, enforceability or effect of the remainder of this document; and, in such event, all of the other provisions of this document shall continue in full force and effect as if such invalid provision had never been included herein.

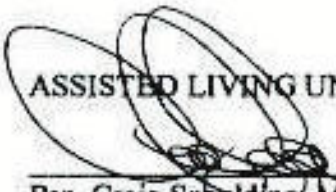
EXECUTED the date and year first above written.

BOARD OF TRUSTEES
EMERALD COURT CONDOMINIUM

DECLARANT

By: _____

ASSISTED LIVING UNIT OWNER


By: Craig Spaulding, Manager
Tewksbury Assisted Living, LLC

COMMONWEALTH OF MASSACHUSETTS

Meddley, ss: 2-13, 2008

On this 13 day of February, 2008, before me, the undersigned notary public, personally appeared Joseph Pelant,
_____, and _____, proved to me through satisfactory evidence of identification, which was License Driver, to be the persons whose names appear on the preceding or attached document, and acknowledge to me that they signed it voluntarily for its stated purpose as the duly authorized Board of Trustees of the Emerald Court Condominium Trust.



Theresa S. Chernaly
Official signature and seal of notary

My Commission Expires: June 5, 2009

COMMONWEALTH OF MASSACHUSETTS

Meddley, ss: 2-13, 2008

On this 13 day of February, 2008, before me, the undersigned notary public, personally appeared Robert Pordelli, proved to me through satisfactory evidence of identification, which was Driver License, to be the person whose name appears on the preceding or attached document, and acknowledge to me that he signed it voluntarily for its stated purpose as the Declarant of the Emerald Court Condominium Trust.



Theresa S. Chernaly
Official signature and seal of notary

My Commission Expires: June 5, 2009

COMMONWEALTH OF MASSACHUSETTS

Walden, ss:

2-19-, 2008

On this 13th day of February 2008, before me, the undersigned notary public, personally appeared Maura F. DiFalco,
_____, _____, _____,
_____ and _____, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names appear on the preceding or attached document, and acknowledge to me that they signed it voluntarily for its stated purpose as the duly authorized Board of Trustees of the Emerald Court Condominium Trust.

Theresa S. Chensky
Official signature and seal of notary

My Commission Expires: June 5, 2009



STATE OF TEXAS

_____, ss: _____, 2008

On this 12 day of February, 2008, before me, the undersigned notary public, personally appeared Craig Spaulding, proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name appears on the preceding or attached document, and acknowledge to me that he/she signed it voluntarily for its stated purpose as Manager for Tewksbury Assisted Living, LLC, the owner of record of the Assisted Living Unit at the Emerald Court Condominium Trust.



Orchid E. Rose
Official signature and seal of notary

My Commission Expires: 2-13-2010



2008 00005199

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SPECIAL AMENDMENT TO AMENDED AND RESTATED
DECLARATION AND BY-LAWS OF THE
EMERALD COURT CONDOMINIUM TRUST

This Amendment to the Amended and Restated Declaration of Trust and By-Laws of the Emerald Court Condominium Trust is made this 20th day of February 2008, by the duly authorized Stonewood, LLC, as Declarant of said Association, pursuant to Article 19(f) of the Amended and Restated Master Deed, created under an Amended and Restated Master Deed and Amended and Restated Declaration of Trust and By-Laws recorded with the Middlesex North District Registry of Deeds at Book 18840, Page 249 and Book 18841, Page 1, respectively.

WHEREAS, Stonewood, LLC, a Massachusetts Limited Liability Company, having a usual place of business in Tewksbury, Middlesex County, Massachusetts is the Declarant (hereinafter referred to as "Declarant") of the Amended and Restated Declaration of Trust and By-Laws of the Emerald Court Condominium Trust u/d/t dated January 27, 2004 and recorded with the Middlesex North District Registry of Deeds at Book 16841, Page 1 (hereinafter referred to as "Trust"); and

WHEREAS, Article 19(f) of the Amended and Restated Master Deed sets forth the manner in which said Trust may be amended.

NOW THEREFORE, the Declarant does hereby amend said Trust in accordance with the applicable provisions of the Restated and Amended Master Deed as follows:

1. Article V, §5.6.2 is deleted in its entirety and the following §5.6.2 is inserted in its place:

5.6.2 In the event that the total cost of repair and restoration as estimated on the basis of an independent appraisal, or as determined during the course of repair or restoration, exceeds the total sum of available insurance proceeds, then the Trustees shall assess all the Unit Owners, as a common expense, the amount in excess of available insurance proceeds necessary to cover the cost of the repair and restoration; provided, however, that the cost of repairing or restoring improvements to a Unit, which improvements exceed a value of \$1,000.00 when they were made (said value to be determined by the reasonable judgment of the Trustees) and were not reported to the Trustees as required by Section 5.5.2(e)

hereof, shall be borne exclusively by the Owner of the Unit involved; and provided further that, if the casualty loss exceeds ten percent (10%) of the value of the Condominium prior to the casualty, any Unit Owner not agreeing as provided in Section 5.6.1(b) hereof to proceed with the repair and restoration may apply to the Middlesex County Superior Court, on such notice to the Trustees as the Court shall direct, for an order directing the purchase of his Unit by the Trustees at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

2. Article V, §5.12.2 is deleted in its entirety and the following §5.12.2 is inserted in its place:

5.12.2 There shall be an annual meeting of the Owners on the second Saturday in March of each year, commencing with the year 2004, at 10:00 a.m. at the Condominium or at such other reasonable place and time as may be designated by the Trustees by written notice given to the Owners at least seven (7) days prior to the date so designated. Special meetings of the Owners may be called at any time by the Trustees, upon the written request of Owners holding at least thirty-three and one-third percent (33 1/3%) of the beneficial interest. Written notice of any such special meeting designating the place, day and hour thereof shall be given by the Trustees to the Owners at least fourteen (14) days prior to the date so designated. At the annual meeting of 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 Owners any matter with respect to which approval of or action by the Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter. The presence in person or by proxy of the holders of at least fifty-one percent (51%) of the total voting power of the Owners shall be necessary to constitute a quorum at all meetings of the Unit Owners for the transaction of business. If, however, such quorum shall not be present in person or represented at any meeting of the Owners, the Owners then present shall have the power to adjourn the meeting from time to time, without notice, other than announcement at the meeting, until a quorum shall be presented or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which could have been transacted at the meeting as originally noticed. Notwithstanding the foregoing, no such subsequent meeting shall be held more than sixty (60) days following the date of the originally called meeting. Unless a greater vote of the Owners shall be required by the provisions of the Act, the Master Deed or this Trust, a vote of at least fifty-one percent (51%) of the voting power present in person or by proxy at a meeting of the Owners at which a quorum is present shall be sufficient to transact the business of the Owners, provided always that the Owners may not act to rescind, reverse, modify or amend any decision of or action taken by the Trustees pursuant to their authority under this Trust, nor make the Owners undertake to exercise in any manner the powers or functions of the Trustees hereunder, unless such action by the Owners is authorized by the affirmative vote of at least two-thirds of the total voting power of the Owners.

This Special Amendment is made to correct typographical errors contained in the Amended and Restated Declaration of Trust and By-Laws of the Emerald Court Condominium Trust by inserting omitted words. Except and to the extent as herein modified, all of the provisions of said Trust as previously modified and amended shall remain unchanged and in full force and effect.

Executed as a sealed instrument this 20th day of February, 2008.

DECLARANT
STONEWOOD, LLC

Maureen F. DiPalma
By: Maureen F. DiPalma
Title: Manager

COMMONWEALTH OF MASSACHUSETTS

Maureen F. DiPalma, ss:

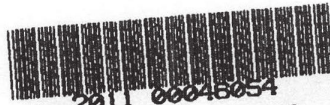
February 20, 2008

On this 20th day of February, 2008, before me, the undersigned notary public, personally appeared Maureen F. DiPalma, proved to me through satisfactory evidence of identification, which was Passport, to be the person whose name appears on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as the Manager of Stonewood, LLC, Declarant of the Emerald Court Condominium Trust.



Theresa S. Chemaly
Official signature and seal of notary

My Commission Expires: June 5, 2009



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Amendment to Declaration of Trust 2011-10-18 (Trustee Elections)

**EMERALD COURT CONDOMINIUM
AMENDMENT TO THE DECLARATION OF TRUST**

Reference is hereby made to that certain Declaration of Trust, dated January 5, 2004, and recorded with the Middlesex County North District Registry of Deeds in Book 16744 Page 49, as amended and restated by the Amended and Restated Declaration and By-Laws of the Emerald Court Condominium Trust dated January 27, 2004 and recorded with said Registry of Deeds in Book 16841, Page 1 (the "Declaration of Trust"), which Declaration of Trust established, pursuant to Massachusetts General Laws, Chapter 183A the Emerald Court Condominium Trust, the organization of Unit Owners of the Emerald Court Condominium, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed dated January 5, 2004, and recorded with the Middlesex County North District Registry of Deeds in Book 16744, Page 1, as amended and restated by the Amended and Restated Master Deed dated January 27, 2004 and recorded with said Registry of Deeds in Book 16840, Page 249.

WHEREAS the Unit Owners entitled to not less than Seventy Five percent (75%) of the Beneficial Interest desire to further amend said Declaration of Trust as provided in Article VII, Section 7.1 thereof.

WHEREAS no other consents are required.

NOW THEREFORE said Declaration of Trust is hereby further amended in accordance with the provisions of said Article VII, Section 7.1 in the following manner:

1. By adding and incorporating the terms and provisions contained in that certain Certificate of Resolution of the Board of Trustees of the Emerald Court Condominium Trust dated February 13, 2008 and recorded with said Registry of Deeds in Book 21949, Page 47, into said Declaration of Trust as if such terms appeared therein. In the event any of the terms and provisions of same conflict with any other terms and provisions, the terms

and provisions contained in the Certificate of Resolution of the Board of Trustees of the Emerald Court Condominium shall control.

2. Delete Article III, Section 3.1 (a) and 3.1 (b) in their entirety and replace same with the following to be known as Article III, Section 3.1:

There shall be at all times not less than three (3) nor more than nine (9) Trustees (but in any event an odd number) such number to be determined from time to time by vote of the owners holding not less than fifty-one percent of the total voting power of the Owners hereunder, which voting power shall be exercised at any annual or special meeting of the Owners.

The term of each Trustee elected by the Villa Home Units Group and the Independent Living Congregate Units Group shall be for a period of three (3) years from the annual (or special) meeting of Unit Owners at which such Trustee is elected. Such terms shall be staggered so that insofar as possible the terms of one-third (1/3) of the Trustees elected by the above stated groups shall expire each year; provided that in order to establish and maintain such staggered terms, the terms of persons appointed as Trustees at the first election after adoption of this instrument shall be one (1) year, two (2) years, and three (3) years, respectively, determined by lot, and thereafter upon any increase or decrease in the number of Trustees, the terms of any then newly appointed Trustee or Trustees shall be one (1) year, two (2) years, or three (3) years, determined insofar as necessary by lot, so as to maintain such staggering of terms insofar as possible. A Trustee whose term has expired shall continue in office until a successor is elected or appointed as hereinafter provided

The term of the Trustee appointed by the Assisted Living Group shall serve until replaced.

Any Trustee elected by or serving The Villa Home Units Group and The Independent Living Congregate Units Group shall be a Unit Owner of the respective group or for any unit held in Trust, a Trustee thereof.

[Signature Pages to Follow]

IN WITNESS WHEREOF we, the undersigned being a majority of the Trustees of the Emerald Court Condominium Trust as having first received the written consent of the Unit Owners entitled to not less than Seventy-Five percent (75%) of the Beneficial Interest, have set our hands and seals this 18 day of October, 2011.

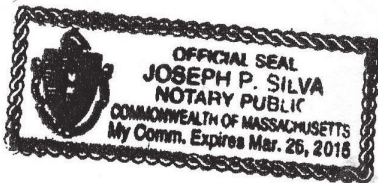
Sylvia R. Usmari
Sylvia R. Usmari
Albert F. Harrington
Albert F. Harrington
James J. Thomas
James J. Thomas
Raymond Adams
RAYMOND ADAMS
Phyllis E. Stone
Phyllis E. Stone

_____, Trustee
_____, Trustee
_____, Trustee
_____, Trustee

STATE/Commonwealth of MASSACHUSETTS

Middlesex County, ss.

On this 18th day of October, 2011, before me, the undersigned notary public, personally appeared Raymond Adams, Stuart Kreteck, Phyllis E Stone, Sylvia R Usmari, James Thomas, and Albert F. Harrington, and proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Emerald Court Condominium Trust.



J.P.S.

Notary Public
My Commission Expires: 3-26-15
Print Notary Public's Name: JOE SILVA
Qualified in the State/Commonwealth of MA