

LINCOLN WOODS CONDOMINIUM TRUST

DECLARATION OF TRUST AND BY-LAWS

THIS DECLARATION OF TRUST made this ____ day of _____, 2016 by Ronald A. Lopez, Trustee of the LINCOLN WOODS CONDOMINIUM TRUST, of 215 Salem Street, Woburn, Middlesex County, Massachusetts, (the "Trustee", which term and any pronoun referring thereto shall be deemed to include his successors in Trust hereunder and to mean the Trustee or the Trustees for the time being hereunder, whichever the context so permits).

ARTICLE I - NAME OF TRUST

The Trust hereby created shall be known as the LINCOLN WOODS CONDOMINIUM TRUST (the "Trust"), and under that name, so far as legal, convenient and practicable, all business shall be carried on by the Trustees and all instruments shall be executed by the Trustees. Said name shall refer to the Trustees in their capacity as Trustees, and not individually or personally, and shall not refer to the officers, agents or employees of the Trust or to the Unit Owners.

ARTICLE II - THE TRUST AND ITS PURPOSE

SECTION 2.1 - UNIT OWNERS' ORGANIZATION

All of the rights and powers in and with respects to the Common Areas and Facilities of LINCOLN WOODS CONDOMINIUM (the "Condominium") established by a Master Deed of even date and recorded herewith, which are by virtue of the provisions of Chapter 183A of the Massachusetts General Laws conferred upon or exercisable by the organization of Unit Owners of the Condominium, and all property real and personal, tangible and intangible, conveyed to the Trustees hereunder shall vest in the Trustees of this Trust, to exercise, manage, administer and dispose of the same, and to receive the income thereof for the benefit of the owners (hereinafter called the "Unit Owners") from time to time of the Units (hereinafter called the "Units") of the Condominium, according to the schedule of undivided beneficial interests (hereinafter called the "beneficial interests") in the Common Areas and Facilities as set forth in Article IV hereof and in accordance with the provisions of Chapter 183A of the General Laws, this Trust being the organization of the Unit Owners established pursuant to the provisions of Section 10 of Chapter 183A for the purpose therein set forth.

SECTION 2.2 - NON-PARTNERSHIP STATUS

It is hereby expressly declared that a Trust and not a partnership has been created and that the Unit Owners are cestuis que trustent, and not partners or associates nor in any other relations whatever between themselves with respect to the Trust property, and hold no relation to the Trustees other than of cestuis que trustent hereunder and under and pursuant to the provisions of said Chapter 183A of the General Laws.

ARTICLE III - THE TRUSTEES

SECTION 3.1 - NUMBER OF TRUSTEES

Except as expressly provided in the second paragraph of this Section 3.1, there shall at all times be Trustees consisting of such number, not less than one (1) nor more than three (3), as shall be determined, from time to time, by vote of Unit Owners entitled to hundred (100%) of the beneficial interest hereunder, except that there shall always be an odd number of Trustees.

Provided, however, that, notwithstanding anything to the contrary in this Trust contained, until the "turnover event", as hereinafter defined, the number of Trustees shall be one (1) person consisting of a person to be designated by North Shore Residential Development, Inc. (the "Declarant"). The Declarant does hereby designate the original Trustee to be Ronald A. Lopez, who shall remain Trustee until the Declarant designates a replacement Trustee or until such time as the "turnover event" occurs. The "turnover event" shall be no later than the occurrence of the earlier of one of the following events:

- a. Conveyance by the current owner, North Shore Residential Development, Inc. of all twelve (12) of the Units contained within this Condominium; or
- b. One (1) year from the date of recording of the Master Deed; or
- c. Upon the legal incapacity or physical inability of the Trustee to perform the functions and duties as such Trustee.

Upon the occurrence of one of the aforementioned "turnover events", the term of the above-named Trustee shall terminate, but shall not expire until such vacancy has been filled in the manner hereinafter set forth: There shall be a Board of Trustees (the "Board" of the "Trustees") hereunder, with the initial Board of Trustees consisting of three (3) members. The Unit Owners shall vote at either the annual meeting of the Unit Owners in **2016**, or earlier at the First Meeting of the Unit Owners upon the occurrence of a "turnover event", for three (3) Trustees who shall be elected by a majority (in beneficial interest) vote of the Unit Owners.

Notwithstanding anything to the contrary in this Trust contained, during the time the Declarant is entitled to designate Trustees as aforesaid, any vacancy resulting from expiration of term, resignation, removal, incapacity or death of a Trustee designated by the Declarant may be filled by an instrument executed by the Declarant and recorded in the Middlesex South District Registry of Deeds stating the new Trustees' name and address and that such Trustee is being so designated and containing the Trustee's acceptance of designation duly acknowledged. The Declarant's rights to designate Trustees under this Section shall inure to the benefit of any successor to the Declarant's interest in the Condominium.

SECTION 3.2 - TRUSTEE TERM

From and after the "turnover event" as described in Section 3.1 above, the terms of office of the Trustees shall, except as hereinafter provided, be three (3) years, and such terms shall be staggered so that insofar as possible the terms of one-third of the Trustees shall expire each year; provided that, in order to establish and maintain such staggering of terms, the terms of the persons first appointed as Trustees after the "turnover event" shall be one year, two years and three 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 year, two years and three years, determined in so far as necessary by lot, so as to maintain such staggering of terms insofar as possible. The Trustee with an initial one-year term shall be deemed the Administrative Trustee to execute daily administrative duties of the Trust. Thereafter, each Trustee left with one year on their term shall be given the responsibility of Administrative Trustee on each re-election date, or in the alternative, the Trustees may vote to choose the Managing Trustee as they deem best.

SECTION 3.3 - VACANCIES, ELECTION, APPOINTMENT & ACCEPTANCE OF TRUSTEES

Subject to the rights of the Declarant recited in Section 1 concerning the filling of vacancies during the time the Declarant is entitled to designate Trustees, if and whenever the number of such Trustees shall become less than the number of Trustees last determined as aforesaid, a vacancy or vacancies in said office of Trustee shall be deemed to exist. The election of successor Trustees shall be by vote of the Unit Owners entitled to not less than fifty-one (51%) percent of the beneficial interest hereunder at a Special Meeting of Unit Owners called for said purpose or by the filing of an instrument in writing setting forth (a) the appointment of a natural person, who is a Unit Owner or an owner of a beneficial interest in a Unit, to act as such Trustee, signed by (i) unit owners entitled to not less than fifty-one (51%) of the beneficial interest hereunder, or (ii) if unit owners entitled to such percentage have not within thirty (30) days after occurrence of any such vacancy made such appointment, by a majority of the then remaining Trustees, or by the sole remaining Trustee if only one, and b) the acceptance of such appointment, signed and acknowledged by the person so appointed. Such appointment shall become effective upon the recording in the Middlesex South Registry of Deeds (the "Registry") of such designation, together with such acceptance, and such person shall then be and become such Trustee and 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.

If, for any reason, any vacancy in the office of Trustee shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any Unit Owner or Trustee and notice to all Unit Owners and Trustees and to such other parties in interest, if any, to whom the court may direct that notice to be given. The foregoing provisions of this Section to the contrary notwithstanding, despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining Trustees, subject to the provisions of the immediately following Section, shall continue to exercise and discharge all of the powers, discretions, and duties hereby conferred or imposed upon by the Trustees.

SECTION 3.4 - TRUSTEE ACTION

In any matters relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred, the Trustees must act by majority vote at any duly called meeting at which a quorum is present, which quorum shall consist of a majority number of all Trustees then in office, but in no event shall a majority consist of less than two (2) Trustees hereunder, unless the number of Trustees hereunder shall become less than two (2), in which event the then remaining or surviving Trustee, if any, may act with respect to the administration of the Trust hereunder or exercise any of the powers hereby conferred. Notwithstanding the above language, any instrument signed by all of those Trustees appearing from the records of the Registry to be such, shall be conclusive evidence in favor of every person relying thereon

or claiming thereunder that at the time of delivery thereof the execution and delivery of that instrument were duly authorized by such Board of Trustees.

SECTION 3.5 - RESIGNATION; REMOVAL

Any Trustee may resign at any time by an instrument in writing delivered to all of the Trustees, signed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds and such resignation shall take effect upon the recording of such instrument with said Registry of Deeds. By vote of Unit Owners entitled to not less than seventy-five (75%) percent of the beneficial interest hereunder, any Trustee may be removed with or without cause and the vacancy among the Trustees caused by such removal shall be filled in the manner above provided. Such removal shall become effective upon the recording with the said Registry of Deeds of a certificate of removal signed by a majority of the remaining Trustees in office and by two Unit Owners, who certify under oath that Unit Owners holding at least seventy-five (75%) percent of the beneficial interest have voted such removal. The sale, conveyance or other loss of any beneficial interest or ownership in a Unit by a Trustee shall be deemed a resignation by that Trustee.

SECTION 3.6 - BOND OR SURETY

No Trustee named or appointed as hereinbefore provided, whether as original Trustee or as successor to or as substitute for another, shall be obliged to give any bond or surety or other security for the performance of any of his duties hereunder, provided, however, that Unit Owners entitled to at least seventy-five (75%) percent of the beneficial interest hereunder may at any time by instrument in writing signed by them and delivered to the Trustee or trustees affected 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 instrument. All expenses incident to any such bond shall be charged a common expense of the Condominium. All Trustees shall be required to give bonds or surety of the type and amount required upon the request for such bond or surety to any one or more Trustees.

SECTION 3.7 - COMPENSATION OF TRUSTEES

No Trustee shall be entitled to compensation for services rendered in his or her capacity as Trustee but shall be reimbursed for all out-of-pocket expenses incurred for the benefit of the Trust property, which expenses shall constitute common expenses of the Condominium.

SECTION 3.8 - NO PERSONAL LIABILITY

No Trustee herein named or appointed as herein provided shall under any circumstances or in any event be held liable or accountable out of his personal assets or be deprived of compensation by reason of any action taken, suffered, or omitted in good faith or be so liable or accountable for more money or other property that he actually receives, or for allowing one or more of the other Trustees to have possession of the Trust books or property, or be so liable, accountable, or deprived by reason of honest errors of

judgment or mistakes of fact or law or by reason of the existence of any personal or adverse interest or by reason of anything except his own personal and willful malfeasance, gross negligence and defaults.

SECTION 3.9 - TRUSTEES MAY DEAL WITH CONDOMINIUM

No Trustee shall be disqualified by his office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his interest individually or the Trustees' interest or any Unit Owner's interest in any corporation, firm, trust, or other organization connected with such contracting or dealing or because of any other reason), as vendor, purchaser, or otherwise, nor shall any such dealing, contract, or arrangement entered into in respect of this Trust in which any Trustee shall be in any way interested be avoided nor shall any Trustee 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 relationship hereby established, provided the Trustee shall act in good faith and shall disclose the nature of this interest before the dealing, contract or arrangement is entered into.

SECTION 3.10 - INDEMNITY OF TRUSTEES

The Trustees and each of them shall be entitled to indemnity both out of the Trust property and by the Unit Owners against any liability incurred by them or any of them in the execution hereof, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for his share of the common expenses of the Condominium and for his proportionate share of any claims involving the trust property in excess thereof, all as provided in Section 6 and 13 of Chapter 183A of the General Laws. Nothing in this paragraph shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument.

SECTION 3.11 - EXECUTION OF INSTRUMENTS-DELEGATION OF RIGHT

The Trustees may provide by unanimous vote that one or more of their number may execute any instrument on behalf of the Trust without the necessity of having the other Trustees join in such execution.

ARTICLE IV.

BENEFICIARIES AND THE BENEFICIAL INTEREST IN THE TRUST

SECTION 4.1 - BENEFICIAL INTEREST

The beneficiaries of this Trust shall be the Unit Owners of **LINCOLN WOODS** **CONDOMINIUM** as they appear of record in the **Middlesex South District Registry of Deeds** from time to time. The beneficial interest in the Trust hereunder shall be divided among the Unit Owners in

the percentage of undivided beneficial interest appertaining to the Units of the Condominium as stated in the Master Deed of the Condominium, as it may be amended from time to time.

SECTION 4.2 - EACH UNIT TO VOTE BY ONE PERSON

The beneficial interest of each Unit of the Condominium shall be held and exercised as a unit and shall not be divided among several owners of any such Unit. To that end, whenever any Unit 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 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, which may be changed at any time and from time to time by notice as aforesaid. In the absence of such notice of designation, the Trustees may designate any one such owner for such purpose.

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 Unit Owners established hereby, and shall be applicable to the property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the buildings and all other improvements thereon including the Units and Common Area and Facilities, owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Chapter 183A.

All present and future owners, mortgagees, lessees and occupants of the Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to this Trust and these By-laws, the Master Deed, the rules and regulations and all covenants, agreements, restrictions, conditions, easements, reservations and declarations of record ("Title Conditions"). The acceptance of a deed or conveyance or the entering into a lease or the act of occupancy of a Unit shall constitute an agreement that this Trust, these By-laws, the provisions of the Master Deed, as they may be amended from time to time, and the Title Conditions are accepted, rectified and will be complied with.

SECTION 5.1 - POWERS OF THE TRUSTEES

The Trustees shall, subject to and in accordance with all applicable provisions of said Chapter 183A of the General Laws, have the absolute authority to control and manage the Trust property, including the Common Areas and Facilities of the Condominium, as if they were the absolute owners thereof, free from the control of the Unit Owners (except as limited in this Trust instrument) and, without limiting the generality of the foregoing or of any item in the enumeration, with full power and uncontrolled discretion, subject only to the limitations and conditions herein and in the provisions of Chapter 183A of the General Laws, at any time and from time to time, without the necessity of applying to any court or to the Unit Owners for leave to do so, to perform the following functions:

- a) Operation, care, upkeep, management, leasing and maintenance of the Common Areas and Facilities of the Condominium or any part thereof;
- b) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by them as result of enforcement of the lien for Common Expenses, action under Chapter 183A, Sections 17 and 18, or otherwise;
- c) Conducting litigation on behalf of the Unit Owners and being subject to suit as to any course of action involving the Common Areas and Facilities or arising out of the enforcement of these By-Laws, any and all Rules and Regulations of the Trustees or restrictions in the Master Deed or Unit Deeds;
- d) Determination and budgeting of the Common Expenses required for the affairs of the Condominium and Trust, including, without limitation, the operation and maintenance of the Property;
- e) Collection of the common charges (which for the purposes of these By-Laws shall mean such portion of the Common Expenses as are payable by the respective Unit Owners) from Unit Owners;
- f) Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Areas and Facilities;
- g) Opening and utilizing bank accounts on behalf of the Trust and designating the signatories required therefore;
- h) Obtaining insurance pursuant to the provisions of these By- Laws;
- i) Making of repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property, in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;
- j) Incurring obligations and paying, compromising or adjusting all obligations incurred and rights acquired in the administration of the Trust;
- k) Adoption and amendment of rules and regulations covering the details of the operation and use of the Common Areas and Facilities, the administration of the Condominium as contemplated by the Master Deed and the Trust, and in interpretation thereof;
- l) Obtaining advice of counsel and relying thereon, and employing, appointing and removing such other persons, agents, managers, officers, brokers, engineers, architects, employees, servants and assistants as they shall deem advisable, and defining their respective duties and fixing their pay and compensation; provided, however, no Trustee shall be held personally liable for the act or default of any such person;

- m) Granting of permits, licenses, leases and easements over the common areas for utilities, roads and all other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium and/or for all other purposes as the Trustees may determine.
- n) Enforcing obligations of the Unit Owners, including the levying and enforcing the collection of general and special assessments for Common Expenses and the providing of adequate remedies for failure to pay such assessments, allocating income and expenses, levying reasonable fines and attorneys fees against the Unit Owners for violations by the Unit Owners or persons for whom a Unit Owner is responsible of the Master Deed,

Declaration of Trust, By-Laws and Rules and Regulations and in the case of persistent violation of the said condominium documents requiring such Unit Owner to post a bond to secure adherence thereto. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were Common Charges owed by the particular Unit Owner or Unit Owners.

- o) Investing and reinvesting the Trust Property, or any part or parts thereof and from time to time and as often as they shall see fit to change investments, including power to invest in all types of securities and other property, of whatsoever nature and however denominated, all to such extent as to them shall seem proper, and without liability for loss, even though such property or such investments shall be of a character or in an amount not customarily considered proper for the investment of trust funds, or which does or may not produce income;
- p) Providing for payment by the Trust of real estate taxes becoming due and payable after the date of recording of the Master Deed which are assessed upon all of the land and/or improvements included within the Condominium, instead of upon individual Units and their proportionate interests in the common areas and facilities and levying, an equitable assessment of said tax payments among the individual Unit Owners;
- q) Incurring such liabilities, obligations and expenses, and to pay from the principal or the income of the Trust property in their hands all such sums, as they shall deem necessary or proper for the furtherance of the purposes of the Trust;
- r) Determining as to all sums of money and other things of value received by them, whether and to what extent the same shall be deemed to be and shall be accounted for as principal or as income, and as to all charges of expenses paid by them, whether and to what extent the same shall be charged against principal or income, including, without hereby limiting the generality of the foregoing, power to apportion any receipt or expense between principal and income;
- s) Suspending the membership rights of a Unit Owner including, without limitation, the right to vote and the right to use the facilities, for violation by the Unit Owner of any provision of the Condominium Documents including the requirements relating to payment of common area charges;

- t) Altering the layout, location, nature and use of any of the Common Elements, making installations therein, and moving and removing the same, subject however, to a Unit Owner's rights to use any appurtenances to this Unit as specified in the Master Deed;
- u) Selling, leasing and exchanging Trust property or any interest therein for such consideration and upon such terms as they deem advisable;
- v) Purchasing and otherwise acquiring any real or personal property;
- w) Borrowing money and mortgaging or pledging all or any part of the Trust Property and issuing bonds, notes or other evidence of indebtedness; and
- x) Generally, in all matters not herein otherwise specified, controlling, managing and disposing of the Trust property as if the Trustees were the absolute owners thereof and doing any and all acts, including the execution of any instruments, which by their performance thereof shall be shown to be in their judgment for the best interest of the Unit Owners.

SECTION 5.2 - MAINTENANCE AND REPAIR OF UNITS

The Unit Owners shall be responsible for the proper maintenance and repair of their respective Units and the maintenance, repair and replacement of all parts of their Units including finish walls, ceilings, and floors; the interior window trim, and the interior portions of door frames and interior door trim; plumbing and sanitary water fixtures and fixtures for water and other utilities; heating and air-conditioning system affecting their Unit; electrical fixtures and outlets; and all wires, pipes, drains and conduits for water, sewerage, electrical power and light, telephone, and any other utility services which are contained in and serve such Unit solely. If the Trustees shall at any time in their reasonable judgment determine that the interior of a Unit is in such need of maintenance or repair that the market value of one or more other Units is being adversely affected or that the condition of a Unit or any fixtures, furnishings, facility or equipment therein is hazardous to any Unit or the occupants thereof, the Trustees shall in writing request the Unit Owner to perform the needed maintenance, repair or replacement, or to correct the hazardous condition, and in case such work shall not have been commenced within fifteen days (or such reasonable shorter period in case of emergency as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed, and the cost of such work as is reasonably necessary therefore shall constitute a lien upon such Unit and the Unit Owner thereof shall be personally liable therefore. Each Unit Owner shall be responsible for all damages to any and all other Units damaged due to the replacement obligations stated herein.

SECTION 5.3 - MAINTENANCE, REPAIR AND REPLACEMENT OF COMMON AREAS AND FACILITIES AND ASSESSMENT OF COMMON EXPENSES THEREOF

The Trustees shall be responsible for the proper maintenance, repair and replacement of the Common Areas and Facilities of the Condominium (See Section 5.5 for specific provisions dealing with repairs and replacement necessitated because of casualty loss) including the maintenance, repair, and operation of recreational facilities and of those areas that are designated to be within "exclusive use" of

Units by Article 10 of the Master Deed and the Condominium Site Plan, provided nevertheless that daily maintenance of certain portions of the "exclusive use" areas shall be the responsibility of the individual unit owners, all as provided in Article 10 of the Master Deed. Should the Trustees determine that an individual unit owner has failed to maintain their "exclusive use" areas, the Trustees may maintain said "exclusive use" areas of the respective Unit and charge the individual unit owner directly for such maintenance.

The Trustees shall be responsible for complying in full with all terms, provisions and requirements of the storm drain system maintenance program entitled: "Program For the Inspection and Maintenance of Proposed Stormwater Management System and General Maintenance Program for LINCOLN WOODS Condominium located at Lincoln Woods Lane, Lexington, Massachusetts" dated _____. Said Maintenance Program is attached to the Condominium Rules and Regulations and are hereby incorporated into this Declaration of Trust by reference. Neither this provision, nor the Maintenance Program itself, may be revised by the Board of Trustees without the written consent of the Town of Lexington.

The aforesaid work of maintenance, repair and replacement of common areas and facilities may be done through a Managing Agent so designated by the Trustees or any two Trustees, or any others who may be so designated by the Trustees who may approve payment of vouchers for said work, and the expenses of such maintenance, repair and replacement shall be assessed to the Unit Owners by the Trustees, and the Unit Owners shall be personally liable therefore. The exterior of the house may not be re-painted, re-stained, roofed or modified in any manner unless such action is expressly approved in writing by the unanimous vote of the trustees.

SECTION 5.4 - COMMON EXPENSES, PROFITS AND FUNDS; ESTIMATES OF COMMON EXPENSES AND ASSESSMENTS

- A. COMMON EXPENSES, PROFITS AND FUNDS:** The Unit Owners shall be liable for common expenses and entitled to common profits of the Condominium in proportion to their respective percentages of beneficial interest as determined in Article IV hereof. 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 the following Section 5.5, 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.
- B. ESTIMATES OF COMMON EXPENSES AND ASSESSMENTS:** At least thirty days prior to the commencement of each fiscal year of this Trust, the Trustees shall estimate the common expenses expected to be incurred during such fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render such statement to the Units Owners for their respective shares of such assessment, according to their respective percentage interests in the Common Areas and Facilities, and such statements shall, unless otherwise provided therein, be due and payable within thirty (30) 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, the Trustees shall make a supplemental assessment or assessments and render statements therefore in the manner aforesaid, and such statements shall be payable and take effect, as aforesaid.

- C. APPLICATION OF COMMON FUNDS:** The Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by provisions of said Chapter 183A of the General Laws.
- D. REAL ESTATE TAXES AS COMMON EXPENSE:** During such time that real estate taxes (including betterment assessments) are assessed against the real property described in the Master Deed as one (or more) tax parcels, but not as Condominium Units, the Trustees may collect and expend, in the same manner as common expenses, all amounts necessary to pay such real estate taxes and betterment assessments for common benefit. Each Unit shall be assessed for such real estate taxes in proportion to its beneficial interest in the Common Areas and Facilities of the Condominium. The Trustees may collect the funds for such real estate taxes in lump sums or installments, using such procedure, including installment payments in advance, as they in their sole discretion shall determine and they may charge penalties for late payment imposed by the municipal authorities of the Units responsible therefore, in addition to any other penalties or charges attributable thereto.
- E. COLLECTION OF COMMON FEES:** The Trustees shall, so far as reasonably possible, provide for payments of the annual assessment of Common Expenses in advance in monthly, substantially equal, installments, which shall be due upon the first day of each month. The amount of each such statement, together with interest on that amount at the rate of one and one-half percent (1 1/2%) per month, plus late charges and reasonable attorneys fees, if that amount is not paid when due, shall constitute a lien on the Unit of the Unit Owners assessed, all pursuant to provisions of Chapter 183A, Section 6.

The Trustees shall take prompt action to collect any Common Expenses due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof. The Trustees shall have the right and duty to institute all proceedings deemed necessary or desirable by them to recover such unpaid common expenses. The Trustees shall have the right to accelerate the annual assessment of Unit Owners.

All obligations and charges to a Unit Owner and such Unit Owner's Unit shall for the purposes hereof be deemed a common expense attributable to such Unit and payment thereof shall be enforceable as herein provided.

- F. DEFAULT IN PAYMENT OF COMMON CHARGES:** In the event of default by any Unit Owner in paying to the Trustees the common expenses attributable to his Unit, such Unit Owner shall be obligated to pay all expenses, including attorneys fees, incurred by the Trustees in any proceeding brought to collect such unpaid common expenses, irrespective of the amount so unpaid. The Trustees shall have the right and duty to attempt to recover such unpaid common expenses, irrespective of the amount so unpaid, together with interest thereon, and the expenses of the proceeding, including attorneys fees, in any action to

recover the same brought against such Unit Owner, or by the foreclosure of the lien on such unit as provided in Section 6 of Chapter 183A of the General Laws of Massachusetts or in any other manner permitted by law.

- G. ACQUISITION OF UNITS BY TRUSTEES:** Acquisition of units by the Trustees for the Trust may be made from the working capital and common charges in the hands of the Trustees, or if such funds are insufficient the Trustees may levy an assessment against each Unit Owner in proportion to his or her ownership in the common areas and facilities, as a common charge, 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.

SECTION 5.5 - REBUILDING AND RESTORATION, IMPROVEMENTS

- A. DETERMINATION OF SCOPE OF LOSS:** In the event of any casualty loss to the Trust property, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten (10%) percent of the value of the Condominium immediately prior to the casualty, and shall notify all Unit Owners of such determination. If such loss as so determined does not exceed ten (10%) percent of the value of the condominium then in accordance with Paragraph (a) of Section 17 of Chapter 183A, the Trustees shall forthwith submit to all Unit Owners an authorization to proceed with the necessary repairs and the Trustees shall thereafter proceed in accordance therewith, and take such further action as they may in their discretion deem advisable in order to implement the provisions of paragraph (a) of Section 17, and make all repairs and restorations so required. In the event the cost to repair is determined to exceed ten (10%) percent of the said value of the Condominium, then the Trustees are directed to follow the procedures outlined in the following Section 5.5(B) to obtain the authorization from the Unit Owners for the repair and restoration of the premises.

SUBMISSION TO UNIT OWNERS OF PROPOSED IMPROVEMENTS: If and whenever the Trustees shall propose to make improvements to the common areas and facilities of the Condominium, or in the event the Trustees determine a casualty loss to the Condominium exceeds ten (10%) percent of the value of the Condominium as defined in the preceding Section 5.5(A), or in the event the Trustees are requested in writing by the Unit Owners holding fifty (50%) percent or more of the beneficial interest in this Trust to make any such improvements, the Trustees shall submit to all Unit Owners (a) a form agreement specifying the improvements to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same, and (b) a copy of the provisions of Section 18 of Chapter 183A. Upon (a) the receipt by the Trustees of such agreement signed by the Unit Owners holding at least seventy-five (75%) percent of the beneficial interest or (b) the expiration of ninety (90) days after such agreement was first submitted to the Unit Owners, whichever of said (a) or (b) shall first occur, the Trustees shall notify all Unit Owners of the aggregate percentage of beneficial interest held by Unit Owners who have then signed such an agreement. If such percentage exceeds seventy-five (75%) percent, the Trustees shall proceed to make the improvements specified in such agreement and, in accordance with said

Section 18 of Chapter 183A, shall share the cost of improvement between all the Unit Owners in proportion to their beneficial interest in the Condominium. If such percentage is between fifty (50%) percent and seventy-five (75%) percent, the Trustees may proceed to make the improvements specified in such agreement and, in accordance with said Section 18 of Chapter 183A, shall share the cost of improvement between all Unit Owners in proportion to their beneficial interest in the Condominium. The agreement so circulated may also provide for separate agreement by the Unit Owners that if more than fifty (50%) percent, but less than seventy-five (75%) percent, of the beneficial interest so consent, the Trustees shall proceed to make such improvement or improvements and shall charge the same to the Unit Owners so consenting.

- C. ARBITRATION OF DISPUTED TRUSTEE ACTION:** Notwithstanding anything in the preceding Paragraphs A and B to the contrary, (a) in the event that any Unit Owner or Owners shall notify the Trustees in writing as to their dissent from any determination of the Trustees with respect to the value of the Condominium or any other determination or action of the Trustees under this Section 5.5 or any other terms and provisions of the condominium documents, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owner or Owners may submit the matter to arbitration, and for that purpose one arbitrator shall be designated by the Trustees, one by the dissenting Unit Owner or Owners and a third shall be designated by the two arbitrators so designated, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association, and (b) the Trustees shall not in any event be responsible to take any action or implement any improvements unless and until they have received funds in the amount equal to the estimate of the Trustees of all costs thereof. The costs of arbitration shall be accepted and paid as a common expense of the Condominium unless the arbitrators determine the dispute was instituted or defended in bad faith, in which case the party acting in bad faith shall bear the burden of paying all costs, expenses and attorneys fees associated with the dispute and arbitration.

SECTION 5.6 - IMPROVEMENTS TO UNITS

- A. PERMISSION OF TRUSTEES:** No Unit Owner shall make any addition, alteration or improvement in or to his Unit or to any portion of the Common Areas and Facilities to which he has the exclusive use, which may affect the exterior appearance, structure or mechanical systems of the Condominium without the prior written consent thereto of all the Trustees. The Trustees shall have the obligation to answer any request for consent to a proposed structural addition, alteration or improvement within thirty (30) days after receipt of the request, and failure to do so within this time period shall constitute a consent by the Trustees.

As to any request for approval pursuant to this Section the Trustees may engage, if they so choose, an architect or engineer or both, if necessary, to review the plans to be attached to said request, and such architect or engineer's fees shall be paid by the requesting Unit Owner. If the said engineer and/or architect determine that the plans are consistent with the structural integrity and/or design character, as relevant to the particular request, of the Condominium, the Trustees may then, in their sole discretion, approve or disapprove said

plans, or approve them subject to certain conditions including restrictions in the manner of performing such work and requirements.

All additions, alterations or improvements to any Unit shall be performed in compliance with all applicable laws, regulations and codes and when required thereby, by licensed contractors and shall be completed in a good and workmanlike manner. Each Unit Owner and his contractors shall cooperate with the Trustees and other Unit Owners so as not to unduly inconvenience or disturb the occupants of the Condominium. Notwithstanding the provisions of Section 5.5, the cost, in excess of available insurance proceeds, of repairing or restoring any damage to the Common Areas and Facilities or to any Unit which is caused by any work being performed by or for a Unit Owner shall be charged solely to such Unit Owner.

- B. BUILDING PERMIT:** Any application to any department of the municipality or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Trustees without, however, incurring any liability on the part of the Trustees or any of them to any contractor, subcontractor or material-man or any other person on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.
- C. NOTIFICATION TO TRUSTEES OF VALUE:** If the Trustees approve any request as provided hereinabove or if the Unit Owner makes any addition, alteration or improvement not requiring the consent of the Trustees, the Unit Owner shall promptly notify the Trustees of the insurable value of said improvement. Such notice shall state in reasonable detail the nature of the improvements and the value thereof. Each Unit Owner shall, upon request by the Trustees, also submit to the Trustees such further information relating to said improvements as the Trustees shall reasonably require.
- D. CHANGE OF GROSS FLOOR AREA:** No Unit Owner shall be permitted to make improvements to their Unit which increases the Gross Floor Area (GFA) of the Unit, as GFA is defined in the Town of Lexington Zoning Ordinance, without the express written permission of the Condominium Trustees and the Town of Lexington.

SECTION 5.7 - UNIT OWNERS

For the purposes of these By-Laws and this Trust, whenever it is herein stated that the approval, agreement, consent or request of a certain percent of the Unit Owners is required it shall mean the owners of that percentage in the aggregate in interest of the Beneficial Interest hereunder as set forth in Chapter 183A, Section 1.

SECTION 5.8 - PETS

Two (2) pets may be kept in each Unit provided same do not create a nuisance of unreasonable disturbance or noise to any other Unit Owner or occupant of the Condominium. Additional pets may be kept in Units provided same do not create a nuisance of unreasonable disturbance or noise to any other

Unit Owner or occupant of the Condominium and the keeping of additional pets are so approved in writing by the Trustees. Such approval is subject to a) rules and regulations adopted by the Trustees; b) rules and regulations of the applicable municipality; and, c) the right of the Trustees to remove from the Unit or the Common Areas and Facilities upon three (3) days' written notice any pet causing or creating a nuisance or unreasonable disturbance or noise.

SECTION 5.9 - RULES, REGULATION, RESTRICTION AND REQUIREMENTS

The use of the Condominium and each Unit Owners Unit shall be restricted to and shall be in accordance with the provisions of the Master Deed, this Trust, and all applicable laws, zoning ordinances, rules, regulations and requirements of all governmental bodies having jurisdiction over the Condominium or the use and occupancy thereof. The trustees may eliminate any violation of any such provisions and the cost and expense of eliminating same shall constitute a Common Expense; except, however, that if a violation is caused in whole or in part by any Unit Owner, his family, servants, employees, agents, visitors, lessees, or licensees, the cost and expense of eliminating such violation, or such portion of such cost and expense as the Trustees may determine, shall be charged to the Unit Owner's Common Expenses which shall be payable by the Unit Owner of such Unit upon demand.

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 reasonable administrative rules and regulations governing the operation, appearance and use of the Common Areas and Facilities including without limitation Common Areas and Facilities the exclusive use of which is for one or more Units (the "Rules and Regulations"); provided, however, that any such Rules and Regulations shall not be promulgated and/or amended which will materially adversely affect the holder of any first mortgage on which the Trustees have received notice without the written consent of such holder. All Rules and Regulations adopted hereunder shall be deemed to be additional By-Laws and are incorporated herein by reference. A vote of a majority of Unit Owners at an annual or special meeting may overrule and declare void any Rules and Regulations and any amendments or changes thereto shall be furnished by the Trustees to each Unit Owner.

The Rules and Regulations, Master Deed, Declaration of Trust and By-Laws, as from time to time amended, shall be enforced by the Trustees. The Trustees may remedy any violations of any such documents and the cost and expense of remedying same shall be chargeable to the Unit Owner who himself or his family, servants, employees, agents, visitors, lessees, licensees, or pets are responsible for such violation and shall constitute a portion of such Units Common Expenses which shall be payable by the Unit Owner of such Unit upon demand and until same is paid shall constitute a lien against such Unit pursuant to the provisions of this paragraph and Section 6 of said Chapter 183A. The Trustees may also levy reasonable fines against such Unit Owner for such violations and such fine shall constitute a portion of such Unit Owner's Common Expenses which shall be payable by the Unit Owner of such Unit upon demand and until same is paid by such Unit Owner.

The use of these premises are subject to all conditions and restrictions contained within the Special Permit decision of the Town of Lexington Planning Board dated _____ and recorded with the Middlesex South Registry of Deeds on _____ in Book _____, Page _____. Any modification to said conditions and restrictions shall require the approval of the Lexington Planning Board through an amendment of said Special Permit. The Condominium shall pay for, and perform,

all obligations required of the Condominium under the Special Permit. The Condominium Trust shall provide to each Unit Owner and its successors and assigns a list of said conditions and restrictions.

The Condominium is responsible to inspect and maintain underground stormwater infiltration fields that have been installed upon the property in accordance with the "Program For the Inspection and Maintenance of Proposed Stormwater Management System and General Maintenance Program for LINCOLN WOODS Condominium located at 4-6 Robinson Road, Lexington, Massachusetts" dated December 7, 2013. which, together with the Rinker Stormceptor System Owners Manual, have been made a part of the LINCOLN WOODS Condominium Rules & Regulations.

SECTION 5.10 – MANAGER/ADMINISTRATIVE TRUSTEES

The Trustees may hire or appoint a Manager or appoint one or more Trustees to have the title of "Administrative Trustees" to administer the Condominium who shall perform such duties in the administration, management and operation of the Condominium, including the incurring of expenses, the making of disbursements and the 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.

SECTION 5.11 - INSURANCE

The trustees shall obtain and maintain, to the extent available, master policies of insurance of the following kinds, naming the Trust the Trustees, all of the Unit Owners and their mortgagees as their interests may appear:

- A. Casualty and physical damage insurance on the Buildings and all other insurance improvements forming part of the Condominium including all of the interior of the Units, but not including the furniture, furnishings, and other personal property of the Unit Owners therein, together with the service machinery, apparatus, equipment and installations located in the Condominium, and existing for the provision of central services or for common use in an amount not less than full, one-hundred (100%) percent, of actual cash value (replacement cost less any deductible, exclusive of foundations) as determined by the Trustees not less frequently than on an annual basis, loss or damage by fire or other hazards covered by the standard extended coverage endorsement, together with coverage for the payment of common expenses with respect to damaged Units during the period of reconstruction, and such other hazards and risks as the Trustees from time to time in their discretion shall determine to be appropriate, including but not limited to vandalism, malicious mischief, windstorm and water damage, boiler and machinery explosion or damage, and plate glass damage. All policies of casualty or physical damage insurance insofar as practicable shall provide: (1) that such policies may not be cancelled or substantially modified without at least ten days' prior written notice to all of the insureds including each Unit mortgagee and (2) that the coverage thereof shall not be terminated for nonpayment of premiums without thirty (30) days notice to all interested parties thereof, together with proof of non-payment of premiums, all of which shall be delivered

- by the Trustees to all Unit Owners and their mortgagees upon request, at least ten (10) days prior to the expiration of the then current policies.
- B. Comprehensive public liability insurance in such amounts and forms shall be determined by the Trustees, covering the Trust, and all of the Unit Owners, with limits of not less than a single limit of \$1,000,000.00 for claims for bodily injury or property damage arising out of one occurrence and coverage for each occurrence for water damage legal liability, and with cross liability endorsement to cover liability of any insured to other insureds.
 - C. Workmans compensation and employer's liability insurance covering any employees of the Trust.
 - D. Such other insurance as the Trustees shall determine as appropriate, including the application of a reasonable deductible on various coverage as the Trustees deem fit and proper.
 - E. Such master policies shall provide that all casualty loss proceeds thereunder shall be paid to the Trustees as insurance Trustees under these By-Laws. The sole duty of the Trustees as insurance Trustees shall be to hold, use, and disburse any amounts so paid for the purposes stated in this Section and Section 5.5. If repair or restoration of the damaged portions of the Condominium is to be made, all insurance loss proceeds shall be held in shares for the Trust and the Unit Owners of damaged Units 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, respectively, with each share to be dispersed to defray the respective costs of repair or restoration of the damaged Common Areas and Facilities and damaged Units, and with any excess of any such share or proceeds above such costs of repair to be paid to the Trust or Unit Owner as the case may be. If, pursuant to Section 5.5, restoration or repair is not to be made, all insurance proceeds shall be held as common funds of the Trust and applied for the benefit of Unit Owners in proportion to their percentage interest as listed in Section 4, if the Condominium is totally destroyed, and in the event of a partial destruction, to those Unit Owners who have suffered damage in proportion to the damage suffered by them. Such application for the benefit of Unit Owners shall include payment directly to Unit Owner's mortgagee if the mortgage with respect to such Unit so requires. Such master policies shall contain: 1) waivers of subrogation as to any claims against the Trust, the Trustees, and their agents and employees, and against the Unit Owners and their respective employees, agents and guests; 2) waivers of any defense based on the conduct of any insured; and 3) provisions as against casualty insurance which may be purchased by individual Unit Owners as hereinafter permitted. All insurance may include a deductible provision in an amount as the Trustees in their discretion may determine.
 - F. Each Unit Owner or his mortgagee may obtain additional insurance at his own expense, provided that all such insurance shall contain provisions similar to those required to be contained in the Trust's Master policies waiving the insurer's rights to subrogation and contribution. If the proceeds from the master policies on account of any casualty loss are reduced due to proration with insurance individually purchased by a Unit Owner, such Unit Owner hereby assigns the proceeds of such individual insurance, to the extent of the amount of such reduction, to the Trustees to be distributed as herein provided. Each Unit Owner shall promptly notify the Trustees of all improvements made by him to his Unit,

the value of which exceeds one-thousand dollars and such Unit Owner shall pay to the Trustees as an addition to his share of the common expenses of the Condominium otherwise payable by him, any increase in insurance premium incurred by the Trust which results from such improvements.

- G. The cost of such insurance shall be deemed a common expense assessable and payable as provided in Section 5.4.

SECTION 5.12 - MEETINGS

- A. **ANNUAL MEETING OF TRUSTEES:** The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect a Chairman, Treasurer, Secretary and any other officers they deem expedient. Other meetings may be called by any one Trustee and in such other manner as the Trustees may establish, provided however, that written notice of each meeting stating the place, day and hour thereof, unless waived to, at least five (5) days prior to such meeting, to each Trustee. A majority of the Trustees then in office shall constitute a quorum at all meetings and such meetings shall be conducted in accordance with such rules the Trustees may adopt.
- B. **CHAIRMAN:** The Chairman shall have and perform all of the general powers and duties incident to the office of President of a business corporation organized in Massachusetts and shall preside at all meetings of the Trustees and the Unit Owners. The Treasurer, or if he or she is absent or unable to act, another member of the Trustees designated by majority vote of the Trustees, shall perform the duties of the Chairman if and when the Chairman shall be absent or unable to act.
- C. **TREASURER:** The treasurer shall have the responsibility for the Condominium funds and intangible properties and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. He or she shall be responsible for the deposit of all moneys and other valuable properties in the name of the association or the Trustees in such depositories as may from time to time be designated by the Trustees, and he or she shall have and perform all of the general powers and duties incident to the office of treasurer of a business corporation organized in Massachusetts.
- D. **SECRETARY:** The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Trustees, shall have charge of such books and papers of the association as the Trustees shall direct, and shall have and perform all of the general powers and duties incident to the office of a secretary of a business corporation organized in Massachusetts.
- E. **MEETINGS OF UNIT OWNERS:** Commencing with the year 2017, there shall be an annual meeting of the Unit Owners on the second Friday in September in each year at such reasonable place and time as may be designated by the Trustees by written notice given to the Unit Owners at least seven (7) days prior to the date so designated. Special meetings (including a meeting in lieu of passed annual meetings) of the Unit Owners may be called at any time by the Trustees and shall be called by them upon the written request of Unit

Owners entitled to at least thirty-three and one- third (33 1/3%) percent of the beneficial interest hereunder. Written notice of any such meeting designating the place, day and hour thereof shall be given by the trustees to the Unit Owners at least (7) days prior to the date designated. At the annual meeting of the Unit Owners, the Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Trustees propose to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter. The presence in person or by proxy of the holders of a majority of the beneficial interest shall be necessary to constitute a quorum at all meetings of the Unit Owners for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the Unit Owners, the Unit Owners present in person or represented by proxy shall have the power to adjourn the meeting from time to time, without notice, other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which quorum shall be present or represented, any business may be transacted at the meeting as originally notified.

SECTION 5.13 - NOTICES TO UNIT OWNERS

Every notice to any Unit Owner required under the provisions hereof, or which may be deemed by the Trustees necessary or desirable in connection with the execution of the trust created hereby or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if written or printed copy of such notice shall be given by one or more of the Trustees to such Unit Owner by mailing it, postage prepaid, and addressed to such Unit Owner at his address as it appears upon the records of the Trustees if other than at his Unit or by delivery or mailing the same to such Unit, if no address appears, or, if such Unit appears as the unit Owner's address, in any case at least three days prior to the date fixed for the happening of the matter, thing or event of which such notice is given.

SECTION 5.14 - ORDER OF BUSINESS

At every annual meeting of the Unit Owners the order of business shall be as follows:

- a. roll call;
- b. proof of notice of meeting;
- c. approval of minutes of preceding meeting;
- d. reports of the managing agent or of officers of the Trustees;
- e. reports of special committees appointed by the Trustees;
- f. election of Trustees;
- g. unfinished business from prior meetings, if any; and
- h. new business, if any.

SECTION 5.15 - INSPECTION OF BOOKS; REPORTS TO UNIT OWNERS

Books, accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees and Unit Owners and any mortgagee of any Unit at all reasonable times. The Trustee shall, as

soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trustees for such year in such summary form and in only 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 registered mail within a period of one month of the date of the receipt by him shall be deemed to have assented thereto.

SECTION 5.16 - 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 one Trustee if there is only one), 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.

SECTION 5.17 - SEAL

The seal of the Trustees shall be circular in form, bearing the name of the Trust and the year of its creation, but such seal may be altered by the Trustees at pleasure, and the Trustees may, at any time or from time to time, at their option, adopt a common or wafer seal which shall be valid for all purposes or they may sign any instrument under seal without being required to affix a formal common or wafer seal.

SECTION 5.18 - 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.

SECTION 5.19 - SALE OR LEASE OF UNITS

A Unit Owner may assign, lease, sell or otherwise transfer all of his interest in their Unit(s), together with: (i) the undivided interest in the Common Areas and Facilities appurtenant thereto; (ii) the exclusive right and easement of such Unit Owner, if any, to use an appurtenant automobile parking space and any other portion of the Common Areas and Facilities to which said Unit Owner has an exclusive right and easement; (iii) the interest of such Unit Owner in any Units theretofore acquired by the Trustee or its designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any other assets of the Condominium ((i),(ii),(iii) above hereinafter collectively called the "Appurtenant Interests") in the manner set forth below:

- A Any deed to a purchase and/or lease to a lessee shall provide that the acceptance thereof shall constitute an assumption of the provisions of the Master Deed, the Trust, the By-Laws and the Rules and regulations, as the same may be amended from time to time. Any such lease shall be consistent with these By-Laws and shall provide that the Trustees shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease, or in the event of the creation, continuance or sufferance of a nuisance in or about the premises.

- B. No Unit Owner shall execute any deed, lease, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests.
- C. Notwithstanding the above, all leases or rental agreements with respect to a Unit shall be in writing and for a period of time of at least six (6) months and shall be subject to the provisions contained in the Master Deed.

SECTION 5.20 - RIGHT OF ACCESS

The Trustees or any other person authorized by the Trustees shall have a right of access to any Unit for the purpose of making inspections or for the purpose of correcting any conditions originating in the Unit or threatening another Unit of the Common Areas and Facilities, or for any other purpose reasonably necessary for the proper maintenance or operation of the Condominium; provided, however that such entry is made after twenty-four (24) hour advance notice and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency such right of entry shall be immediate.

SECTION 5.21 - ELECTRICITY, GAS, WATER & SEWER

Electricity, water and sewer and natural gas shall be supplied by the public utility company serving the area directly to each Unit through separate meters whose Unit Owners shall be individually responsible to pay their separate bills for same.

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

SECTION 6.1 - RELIANCE ON IDENTITY OF TRUSTEES

No purchase, mortgagee, lender, or other person dealing with the Trustees as they then appear of record in said Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees hereunder, or be affected by any notice, implied or actual, otherwise than by a certificate thereof, and such record or certificate shall be conclusive evidence of the personnel of said Trustees and of any charges therein. The receipts of the Trustees or any one or more of them, for monies or things paid or delivered to them or him shall be effectual discharges therefrom to the persons paying or delivering the same and no person from whom the Trustees, or any one or more of them, shall receive any money, property, or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was Trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge, or charge is herein authorized or directed or otherwise as to the purpose or regularity of any of the acts of the Trustees, or any one or more of them, purporting to be done in pursuance of any of the provisions or powers herein contained, or as to the regularity or the resignation or appointment of any Trustee, and instrument or appointment of a new Trustee or resignation of an old Trustee, purporting to be executed by the Trustees, Unit Owners, or other

person herein required to execute the same, shall be conclusive evidence in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation, or appointment or the occasion thereof.

SECTION 6.2 - PERSONAL LIABILITY EXCLUDED

No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant, or agreement, whether oral or written, made, issued, or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by 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 proceedings, 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 the payment of any debt, damage, judgment, or decree, or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be deemed to limit or impair the liability of Unit Owners under provisions of Section 3.8 of Article III hereof or under provisions of said Chapter 183A. The provisions of this paragraph shall not apply to actionable conduct of the Trustee which is proven to be grossly negligent, willful, wanton, or fraudulent in nature.

SECTION 6.3 - ALL OBLIGATIONS SUBJECT TO THIS TRUST

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

SECTION 6.4 - FURTHER MATTERS OF RELIANCE

This Declaration of Trust and any amendments hereto, and any certificate herein required to be recorded or filed, and any other certificate or paper signed by said Trustees, which may be deemed desirable to record shall be recorded or filed with the said Middlesex Registry of Deeds and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the Trust property or any beneficiary hereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustees, when the same shall be recorded with said Registry of Deeds. Any certificate signed by the Trustee(s) in office at the time setting forth as facts any matters affecting the Trust, including statement as to who are the beneficiaries, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded or filed with said Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by any Trustee hereunder, or by a majority of the Trustees hereunder setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustee or majority, as the case may be,

shall, as to all persons acting in good faith in reliance thereon, be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

ARTICLE VII – MORTGAGES

SECTION 7.1 - NOTICE TO TRUSTEES

A Unit Owner who mortgages his or her Unit, shall notify the Trustees of the name and address of such mortgagee and the Trustee shall maintain such information in a book entitled "Unit Mortgages".

SECTION 7.2 - NOTICE OF UNPAID COMMON CHARGES

The Trustees, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common charges due from, or any other default by, the owner of the mortgaged Unit.

SECTION 7.3 - NOTICE OF DEFAULT

The Trustees, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Trustees.

SECTION 7.4 - EXAMINATION OF BOOKS

Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times on business days.

SECTION 7.5 - ASSIGNMENT OF RIGHTS AND OPTIONS BY UNIT OWNERS

The rights of any Unit Owner to vote, to grant or withhold any consent, and to exercise any other right or option herein granted to a Unit Owner, may be assigned or transferred in writing to or restricted in favor of, a holder of a mortgage covering a Unit whose name and address has theretofore been furnished to the Trustees, and the Trustees shall be bound by any such assignment or transfer upon notice in writing to the Trustees by such mortgagee setting forth the terms of such assignment.

SECTION 7.6 - PRIORITY LIEN OF FIRST MORTGAGES

Any first mortgage on a Unit shall have a priority interest in and to the Unit covered thereby, insofar as unpaid common charges are concerned, to the full extent provided in Section 6(c) of Chapter 183A.

SECTION 7.7 - PROVISIONS FOR THE PROTECTION OF MORTGAGES FNMA/FHLMC PROVISIONS

Notwithstanding anything to the contrary elsewhere in the Master Deed or in this Trust and these by-laws contained, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the units and shall govern and be applicable insofar as the same are required in order to qualify the Units of the Condominium for unit mortgages under then prevailing regulation of the Federal National Mortgage Association (FNMA) and the Federal Home Loan Mortgage Corporation (FHLMC), as applicable, under laws and regulations applicable thereto, to wit:

- A. In the event that the Unit Owners shall amend the Master Deed or Trust to include therein any right of first refusal in connection with the sale of a unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
 - a. foreclose or take title to a unit pursuant to the remedies provided in its mortgage; or
 - b. accept a deed (or assignment) in lieu of a foreclosure in the event of default by a mortgagor;
 - c. sell or lease a unit acquired by the First Mortgagee through the procedures described in subparagraphs a. or b. above.

- B. Any party who takes title to a unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Trust for that transaction but shall not be exempt in the case of a nonforeclosure transfer of said unit after so acquiring title.

- C. Any First Mortgagee who obtains title to a unit by foreclosure or pursuant to any other remedies provided in its mortgage or by-law shall not be liable for such unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such unit by such First Mortgagee.

- D. Except as provided by statute in case of condemnation or substantial loss to the Units and/or common areas and facilities of the Condominium, or unless as otherwise provided for herein, unless at least sixty-seven percent (67%) of the First Mortgagees (based on one vote for each mortgage owned), and the owners (other than the sponsor, developer or builder) of the individual units have given their prior written approval, the Trustees shall not be entitled to:
 - (a) by any act or omission seek to abandon or terminate the Condominium;
 - (b) change the pro rata interest or obligations of any individual Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (ii) determining the pro rata share of ownership of each Unit in the common areas and facilities;
 - (c) partition and subdivide any Unit;
 - (d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the

common areas and facilities by the Condominium shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection;

- (e) use hazard insurance proceed for losses to any property of the Condominium (whether to the Units or to the common areas and facilities) for other than the repair, replacement, or reconstruction of such property of the Condominium.
- E. In no case shall provision of the Condominium Trust give a Unit Owner or any other party priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the common areas and facilities of the Condominium.
- F. Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual units and not to the Condominium as a whole.
- G. A first mortgagee, upon request to the Trustees of the Condominium Trust, will be entitled:
- (a) to written notification from the Trustees of the Condominium Trust of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under the Master Deed of the Condominium Trust which is not cured within sixty (60) days;
 - (b) to inspect the books and records of the Condominium Trust during normal business hours;
 - (c) to receive an audited financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;
 - (d) to written notice of all meetings of the Condominium Trust, and to be permitted to designate a representative to attend all such meetings; and,
 - (e) to prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the first mortgagee holds a first mortgage or proposed taking by the condominium or eminent domain of said unit or the common areas and facilities of the Condominium.
- H. The Trustees shall make no agreement for professional management of the Condominium, or any contract with the Declarant which exceeds a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on not more than ninety (90) days' written notice.
- I. The Trustees shall be required to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of those portions of the common areas that the Trust is obligated to maintain. The fund shall be maintained out of regular assessments for common expenses.

Additionally, an initial working capital fund shall be established equal to at least two months' estimated common area charge for each unit. Each unit's share of the working capital fund must be

collected from the Owners and transferred to the Trust at the time of closing of the sale of each unit and maintained in a segregated account for the use and benefit of the Trust. The contribution of the working capital fund for each unsold unit shall be paid to the Trust within sixty (60) days after the date of conveyance of the first unit of the Condominium. Amounts paid into the working capital fund shall not be considered as advance payment of regular assessments. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Trustees.

The Declarant intends that the provisions of this section 7.7 comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to condominium mortgage loans and, except as otherwise required by the provisions of Chapter 183A, all questions with respect thereto shall be resolved consistent with that intention. The provisions of this section 7.7 shall not be amended without the written consent of one hundred (100%) percent of the first mortgagees of Units.

SECTION 7.8 - NOTICE OF LOSS

The Trustees shall notify in writing the holder of a mortgage covering such Unit whose name and address has heretofore been furnished to the Trustees of any loss to, or taking of the Common Elements of the Condominium if such loss or taking exceeds \$10,000.00.

ARTICLE VIII - AMENDMENTS, CONDEMNATION AND TERMINATION

SECTION 8.1 - GENERALLY

The Trustees, with the consent in writing of the Unit Owners entitled to more than a sixty-seven (67%) percent of the beneficial interest hereunder may at any time and from time to time amend, alter, add to, or change this Declaration in any manner or to any extent. The Trustees must first, however, be duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities. Any such amendment is subject to the provision, however, that:

- a. no such amendment, alteration, addition or change according to the purport of which the percentage of the beneficial interest hereunder of any Unit Owner would be altered or in any manner or to any extent whatsoever modified or affected, so as to be different from the percentage of the individual interest of such Unit Owner in the Common Areas and Facilities as set forth in the Master Deed unless signed by the owner of the unit affected;
- b. no such amendment, alteration, addition or change which would render this Trust contrary to or inconsistent with any requirements or provisions of said Chapter 183A, shall be valid or effective; and
- c. no such amendment, alteration, addition or change which impairs the security of the first mortgage of record or which would disqualify it for sale to FNMA or FHLMC under any law or regulation applicable thereto shall be of any force or effect unless the same has been

assented to by the holder or holders thereof and no amendment which relates to matters described in Section 7.7 of this Trust and which has not been assented to by the appropriate percentage of the holders of the first mortgages as described in said Section 7.7, shall be of any force or effect.

Any amendment, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with said Registry of Deeds of any instrument of amendment, alteration, addition, or change, as the case may be, signed, sealed, and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds, by any two Trustees if there be at least two then in office (or one Trustee if there be only one then in office), setting forth in full the amendment, alteration, addition, or change and reciting the consent of the Unit Owners herein required to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all 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. Nothing in this paragraph contained shall be construed as making it obligatory upon the Trustees to amend, alter, add to, or change the Declaration of Trust upon obtaining the necessary consent as hereinbefore provided.

SECTION 8.2 - CONDEMNATION

In the event that any of the units or the common areas and facilities of the Condominium are affected by eminent domain proceedings, the following shall apply:

- A. If a unit, or part of a unit, is acquired by eminent domain, leaving the Unit Owner with a remnant that may not practically or lawfully be used for any purpose permitted by the Master Deed, the award shall compensate the Unit Owner for his or her unit and its undivided percentage interest in the common areas whether or not any of the common areas have been acquired. Upon acquisition, unless the decree otherwise provides, that unit's entire undivided interest in the common areas and facilities and the beneficial interest under the Trust shall automatically be reallocated to the remaining units of the Condominium in proportion to the respective undivided interest of the remaining units in the common area and facilities prior to the taking, and the Trustees shall promptly prepare, execute and record an amendment to the Master Deed and the Trust reflecting the reallocations. Any remnant of a unit remaining after part of a unit is taken under this subsection shall thereafter be a part of the common areas and facilities.
- B. Except as provided in subsection A., if a part of a unit is acquired by eminent domain, the award shall compensate the Unit Owner for the reduction in value of the unit and its undivided percentage interest in the common areas and facilities. Upon acquisition, (a) that unit's undivided interest in the common areas and facilities shall be reduced on the basis of the reduction of the fair value of the unit as of the date of such taking bears to the fair value of the remaining units in the Condominium as of such date, and (b) the reduction in interest in the common areas and facilities of such unit shall be divested from the unit so acquired and shall automatically be reallocated to the remaining units in proportion to the respective undivided interest of the remaining units in the common area and facilities prior to the date of such taking.

- C. If the common areas and facilities or any part thereof are acquired by eminent domain, the Trustees shall be the party in interest to receive any such award and to pursue any additional awards due to such taking. Any such award or any action taken by the Trustees pursuant hereto shall be brought or paid to the Trustees naming the "**Trustees of LINCOLN WOODS Condominium Trust as Condemnation Trustees for the benefit of LINCOLN WOODS Condominium, of the several Unit Owners and their respective mortgagees**". The Trustees shall divide any portion of the award not used for restoration or repair of the remaining common areas and facilities among the Unit Owners in proportion to their respective undivided percentage interest before the taking but any portion of the award attributable to the acquisition of a portion of the common areas and facilities that had been exclusively reserved to any unit pursuant to the terms of the Master Deed shall be paid to the owner of such unit.

SECTION 8.2 - TERMINATION

The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of said Chapter 183A upon the unanimous vote of one hundred (100%) percent of the unit owners.

SECTION 8.3 - DISPOSITION OF TRUST PROPERTY UPON TERMINATION

Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of said Chapter 183A sell and convert into money the whole of the trust property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among and distribute in kind, at valuations made by them which shall be conclusive on all parties, all other property then held by them in Trust hereunder, to the Unit Owners according to their respective percentages of beneficial interests hereunder. In making any sale under this provision the Trustees shall have power to sell by public auction or private contract and to buy in or rescind or vary and contract of sale and to resell without being answerable for loss and, for said purposes, to do all things, including the execution and delivery of instruments, as may in 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 hands or ownership, even though all times herein fixed for distribution of Trust property may have passed.

ARTICLE IX – ARBITRATION

In the event that the Unit Owners or Trustees cannot agree on any matter of general disposition concerning the common expenses, common areas, facilities of the Condominium or any other matter to be decided and resolved by vote of the Trustees or Unit Owners, and such dispute shall not be resolved within thirty (30) days, then either the Trustees or the dissenting Unit Owner or Owners may submit the matter to arbitration, and for that purpose one arbitrator shall be designated by the Trustees and one by the Unit Owner, and those arbitrators so designated shall choose one more arbitrator, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association, and the parties shall accept the final decision of the said arbitrators as the final and binding judgment in

said the matter. The costs of arbitration shall be accepted and paid as a common expense of the Condominium unless the arbitrators determine the dispute was instituted or defended in bad faith, in which case the party acting in bad faith shall bear the burden of paying all costs, expenses and attorneys fees associated with the dispute and arbitration. The provisions of this paragraphs shall apply to all disputes arising under the Master Deed or Declaration of Trust.

ARTICLE X - CONSTRUCTION AND INTERPRETATION

In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and singular, words denoting males include females and vice-versa, and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. The cover, title, headings of different parts hereof, the table of contents and the marginal notes, if any, are inserted only for the convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation, or effect hereof. All the Trust powers and provisions herein contained, shall take effect and be construed according to the laws of the Commonwealth of Massachusetts. Unless the context otherwise indicates, words defined in said Chapter 183A shall have the same meaning herein. The invalidity of any provisions of the Trust shall not impair or affect the validity of enforcement of the other provisions of this Trust.

IN WITNESS WHEREOF, said RONALD A. LOPEZ has hereunto set his hand and seal on the date first appearing above.

Ronald A. Lopez, Trustee

Commonwealth Of Massachusetts

Middlesex, ss.

On this _____ day of _____, before me, the undersigned notary public, personally appeared Ronald A. Lopez, as an individual and as Trustee of the LINCOLN WOODS Condominium Trust, proved to me through satisfactory evidence of identification, which was a state issued drivers license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My commission expires:

Subj: **Lincoln - Narrative Summary**
Date: 2/12/2016 8:42:43 A.M. Eastern Standard Time
From: NoShoreDevelop@aol.com
To: JFLexLaw@aol.com
CC: noshoredevelop@aol.com

John,

I've attached the Narrative Summary in Word format - we may want to add something about the Trail maintenance being an outstanding matter to resolve? I don't think we need to specifically mention the changes in the MasterDeed - do you?

Thank you,

Ron Lopez
North Shore Residential Development, Inc.
North Shore Construction & Development, Inc.
Tel: 781-932-1776
Fax: 781-932-1770

Subj: **Trail Maintenance & Liability**
Date: 2/12/2016 8:26:40 A.M. Eastern Standard Time
From: NoShoreDevelop@aol.com
To: JFLexLaw@aol.com
CC: noshoredevelop@aol.com

John,

I made an error when drafting the initial Condo Docs last December. I followed the format of Robinson Road and didn't realize that the maintenance and responsibility for this Lincoln Trail is vastly different than Robinson where the condo owners agreed to maintain the trail on their own property.

In addition, since our last review of this, the trail has extended around the back of the property, the bridge has been added over the stream, and the location of the roadway on City of Cambridge property has come to light - **so there's no way the condo association can accept responsibility for maintenance of the Trail.**

I've attached copies of the Original Master Deed and the new Master Deed where I've added the many additions the Planning Board has asked, but eliminated the part about Trail responsibility. **How should we deal with this now - should I mention in the Narrative Summary that we are looking into shared responsibility with Greenway and the Town and Cambridge? Can you get any commitment from the Greenway thru Keith?**

Let me know - I'd like to file this today.

Ron Lopez
North Shore Residential Development, Inc.
North Shore Construction & Development, Inc.
Tel: 781-932-1776
Fax: 781-932-1770