

ADMIRAL'S COVE CONDOMINIUM TRUST

THIS DECLARATION OF TRUST, made this        day of        , 2006 by PAUL V. GRIFFIN, JR. as the initial Trustee hereunder (hereinafter called 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, wherever the context so permits).

ARTICLE I - Name of Trust

The trust hereby created shall be known as ADMIRAL'S COVE CONDOMINIUM TRUST.

ARTICLE II - The Trust and Its Purpose

2.1 General Purpose - This Trust is created as the "Organization of Unit Owners" as required by the provisions of Chapter 183A of the Massachusetts General Laws (hereinafter sometimes referred to as the "Condominium Law") for the purpose of managing and regulating the ADMIRAL'S COVE CONDOMINIUM (hereinafter referred to as the "Condominium"), established and created by a Master Deed executed by the owner of the land described therein, dated the same date as the date of this Trust and recorded herewith (such owner being hereinafter sometimes referred to as "Declarant").

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

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

2.4 Property Held in Trust - All property, real and personal, tangible and intangible, exclusive of the common areas, conveyed to or held hereunder by the Trustee shall vest in the Trustee, in trust, to manage, administer and dispose of the same and to receive and/or distribute the

income and/or principal thereof for the benefit of the Unit Owners who are owners from time to time of the Units in the Condominium. The beneficial interest of each Unit Owner is set forth in Exhibit C of the Master Deed.

### ARTICLE III - The Trustees

3.1 Number of Trustees; Vacancies - The initial Trustee shall serve until seven (7) units have been conveyed or one (1) year from the date of the first conveyance of a Unit, whichever shall first occur. Thereafter there shall be no less than three (3) and no more than five (5) Trustees to be elected by vote of the unit owners at the annual meeting. The term of office of the Trustees shall be for a period of one year and until their successor has been elected and qualified. If for any reason any vacancy in the office of Trustee shall continue for more than sixty (60) days a Trustee or Trustees may be appointed by the remaining Trustees upon notice to all Unit owners.

Election of a Trustee shall become effective upon the recording at the Registry of Deeds of an instrument signed and acknowledged by the Trustee so elected.

3.2 Action By Majority - The Trustees may act by a majority vote at any duly called meeting at which a quorum (three (3) elected Trustees) is present. The Trustees, provided there shall be at least three (3) Trustees in office, may also act without a meeting if a written assent thereto is signed by all Trustees then in office.

3.3 Resignation and Removal of Trustee - Any Trustee may resign by notice in writing given to each co-Trustee and by recording with the Registry of Deeds at any time an instrument in writing signed and acknowledged by such Trustee. A Trustee may be removed from office with or without cause by vote of a majority (in beneficial interest) of the Unit Owners. Such removal shall become effective upon the recording at the Registry of Deeds of an instrument signed by a majority of the Trustees.

3.4 No Bond By Trustees - No Trustee named or appointed, as hereinbefore provided, shall be obliged to give any bond or surety or other security for the performance of his duties hereunder, provided, however, that Unit Owners holding at least sixty (60%) percent of the beneficial interest hereunder may at any time, by

notice in writing signed by them and delivered to the Trustees require that the Trustees shall give bond in such amount and with such sureties as shall be specified in such notice. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

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

3.6 No Liability if in Good Faith - No Trustee hereinbefore named or appointed as hereinbefore provided shall under any circumstances or in any event be held liable or accountable out of his/her personal assets or be deprived of compensation by reason of any action taken, suffered or omitted in good faith or be so liable or accountable for more money or other property than he/she 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/her own personal and willful malfeasance and defaults.

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

partnership or corporation in which he may be in any way interested.

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

#### ARTICLE IV - Beneficiaries and Beneficial Interest

4.1 Percentage Interests - The beneficiaries shall be the Unit Owners of the Condominium from time to time. The beneficial interest in the Trust hereunder shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium as set forth in Exhibit C of the Master Deed.

4.2 Persons to Vote as Unit Owners - Whenever any of said Units is owned of record by more than one person, the several owners of such Unit shall determine and designate one owner to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder and notify the Trustees in writing of such designation or owners by notice in writing signed by all record owners of such Unit.

#### ARTICLE V - By-Laws

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

5.1 Powers of the Trustees - The Trustees shall, subject to and in accordance with all applicable provisions of the Condominium Law, have the absolute control, management, administration and disposition of the Trust property (which term, as herein used, shall, insofar as

applicable, be deemed to include the common areas and facilities of the Condominium) as if they were the absolute owners thereof, free from the control of the Unit Owners. Without limiting the generality of the foregoing, the Trustees shall have full power and uncontrolled discretion, at any time and from time to time and without the necessity of applying to any court or to the Unit Owners for leave so to do:

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

5.1.2 To sell, assign, convey, transfer, exchange and otherwise deal with or dispose of the trust property or any part of parts thereof, but not the common areas, free of all trusts, at public or private sale, for cash or on credit, and in such manner, on such terms, for such considerations and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, including the power to secure the payment of all or any part of the purchase price of any of the trust property so sold or transferred by mortgage and to execute and deliver any deed or other instrument in connection with the foregoing;

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

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

5.1.5 To enter into any arrangement for the use or occupation of the trust property, or any part of parts

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

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

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

5.1.8 To incur such liabilities, obligations and expenses, and to pay from the principal or the income of the trust property in their hands all such sums as they shall deem necessary or proper for the furtherance of the purposes of the Trust;

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

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

to vote, waive any notice or otherwise act in respect of any such shares;

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

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

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

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

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

5.1.16 To adopt and amend rules and regulations covering the details of the operation and use of the Condominium; and

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

5.2 Maintenance and Repair of Units - Each Unit Owner shall be responsible for the proper maintenance and repair of his/her Unit and the maintenance, repair and replacement of utility fixtures therein serving the same, including, without limitation, exclusive entranceways serving each Unit and any porch or deck appurtenant to the Unit, interior finish walls, ceilings and floors; windows and the interior window trim; doors; the interior portion of door frames and interior door trim; plumbing and sanitary waste fixtures and fixtures for water and other utilities; electrical fixtures, outlets and all wires contained in and servicing said Unit solely; pipes, drains and conduits for water, sewerage, electric power and light, and telephone; any water or other utility services which are contained in and serve such Unit solely; and any chimney serving such Unit solely. Each Unit Owner shall be responsible for all damages to any and all Units caused by their failure to satisfy any maintenance, repair and/or replacement obligations hereunder.

5.2.1 If the Trustees shall, at any time in their reasonable judgment, determine that the interior of a Unit is in such need of maintenance or repair that the market value of one or more other Units is being adversely affected or that the condition of a Unit or any fixtures, furnishing, facility or equipment therein is hazardous to any Unit or the occupants thereof, the Trustees shall in writing request the Unit Owner to perform the needed maintenance, repair or replacement or to correct the hazardous conditions, and in case such work shall not have

been commenced within fifteen days (or such reasonable shorter period in case of emergency as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of such Unit Owner whose Unit is in need of work and to enter upon and have access to such Unit for such purposes; and the cost of such work as is reasonably necessary therefor shall constitute a lien upon such Unit and the Unit Owner thereof shall be personally liable therefor.

5.3 Maintenance and Repair of Certain Common Areas and Facilities in the Condominium Buildings - The Trustees shall be responsible for the proper maintenance, repair, and replacement of the common areas and facilities of the Condominium (see Section 5.6 for specific provisions dealing with repairs and replacement necessitated because of casualty loss) and any two (2) Trustees or any others who may be so designated by the Trustees, may approve payment of vouchers for such work, and the expenses of such maintenance, repair and replacement shall be assessed to the Unit Owners as common expenses of the Condominium at such times and in such amounts as provided in Section 5.4; provided, however, that if the area is subject to the exclusive easement of a Unit as provided in the Master Deed, or if the maintenance, repair or replacement of the common areas and facilities is necessitated by the negligence or misuse of a Unit Owner, either directly or by virtue of his failure to properly maintain, repair or replace his Unit, the expenses of such maintenance, repair and replacement may be assessed to the particular Unit Owner(s) by the Trustees and the Unit Owner(s) shall be personally liable therefor.

5.4 Common Expenses, Profits and Funds - The Unit Owners, including the Declarant, shall be liable for common expenses and entitled to common profits of the Condominium in proportion to their respective percentages of beneficial interest as set forth in ARTICLE IV hereof. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees shall, to such extent as they deem advisable, set aside common funds of the Condominium as reserve or contingent funds, and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or, subject to the provisions of Section 5.6, for repair, rebuilding or restoration of the trust property or for improvements

thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.

5.4.1 At least thirty days prior to the commencement of each fiscal year of this trust (and within thirty days after the execution hereof with respect to the portion of a fiscal year then remaining) the Trustees shall estimate the common expenses (other than water and sewer, insurance and maintenance and repair of the common areas and facilities of the Buildings) expected to be incurred during such fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessments, according to their respective percentages of undivided beneficial interests hereunder, and such statements shall, unless otherwise provided herein, be due and payable within thirty days after the same are rendered. Provided always that the cost of sprinkler maintenance shall be divided equally between the units having sprinkler systems only.

In the event that the Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, they shall make a supplemental assessment or assessments and render statements therefor in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The Trustees may in their discretion provide for payments or statements in monthly or other installments. The amount of each such payment, late charges of Twenty-Five and 00/100 (\$25.00) Dollars per month, together with interest thereon, if not paid when due, at a rate to be determined by the Trustee not to exceed Eighteen (18%) percent, (or such lesser rate of interest as shall then be the maximum rate permitted by law) shall constitute a lien on the Unit Owner assessed pursuant to the provisions of Section 6 of the Condominium Law. The Trustees shall determine, in addition, the working capital requirements of the Condominium Trust and, from time to time, may establish and set aside as a common charge such amount or amounts as they may deem necessary and/or advisable to establish and maintain adequate working capital and reserves.

The Trustees shall expend common funds only for common

expenses and lawful purposes permitted hereby and by the provisions of the Condominium Law.

5.5 Insurance - The Trustees shall obtain and maintain, to the extent available, master policies of casualty and physical damage insurance for the benefit and protection of the Trustees and all of the Unit Owners, naming them as the named insureds, and with loss proceeds payable to the Trustees hereunder, or one or more of the Trustees hereunder designated by them, as Insurance Trustees for all of the Unit Owners collectively of the Condominium and their respective mortgagees, as their interests may appear, pursuant to such condominium form of insurance as may from time to time be customarily used in Massachusetts, such insurance to cover each building and all other insurable improvements forming part of the common areas and facilities, including common service machinery, apparatus, equipment and installations in the common areas and facilities, and including also all such portions and elements of the Units as the Unit Owners are responsible for under Section 5.2.1, but not including (a) the furniture, furnishings or other personal property of the Unit Owners; or (b) improvements within a Unit made by the Owners thereof subsequent to the first sale of such Unit by the Declarants, unless such improvement has been made with the written consent of the Trustees pursuant to which such Unit Owner agrees to pay any additional insurance premiums resulting therefrom. If such agreement is not made, insuring such improvement shall be the separate responsibility of the Unit Owner. Such insurance shall, insofar as practicable, be maintained in an amount equal to at least one hundred (100%) percent of the replacement value of the insured property for insurance purposes as determined by the Trustees (who shall review such value at least as often as annually) and shall insure against (a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement; and (b) such other hazards or risks as the Trustees from time to time in their discretion shall determine to be appropriate, including, but not limited to, vandalism, malicious mischief, windstorm and water damage, and boiler and machinery explosion or damage. Such insurance may have a deductible amount to be determined from time to time by the Trustees and all such policies shall have an agreed amount endorsement or its equivalent, if applicable, or an inflation guard endorsement.

5.5.1 All policies of casualty or physical damage insurance shall, insofar as practicable, provide (a) that such policies may not be cancelled, terminated or substantially modified as to amount of coverage or risks covered without at least thirty days' written notice to the insureds and first mortgagees; (b) for waiver of subrogation as to any claims (except claims involving arson or fraud) against the Trust, the Trustees, the manager, agents, employees, the Unit Owners and their respective employees, agents and guests; (c) for waivers of any defense based upon the conduct of any insured; and (d) in substance and effect that the insurer shall not be entitled to contribution as against any casualty or property insurance which may be purchased separately by Unit Owners.

5.5.2 The Trustee or Trustees hereunder designated as Insurance Trustee or Trustees as aforesaid, shall collect and receive all casualty loss insurance proceeds and shall collect and use, apply and disburse the same in accordance with applicable provisions of Section 5.6 of this ARTICLE V. With respect to losses covered by such insurance which affect portions or elements of a Unit, or of more than one Unit to substantially the same or to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Trustees in a fair and equitable manner.

5.5.3 The Trustees shall also obtain and maintain, to the extent available, master policies of insurance with respect to the common areas and facilities, for the benefit of the Trustees and all of the Unit Owners, for (a) comprehensive public liability, including personal injury coverage which shall cover claims of any Unit Owner in an amount of not less than One Million (\$1,000,000.00) Dollars per occurrence for personal injury and/or property damage; (b) workmen's compensation and employee's liability with respect to any manager, agent or employee of the Trust, but excluding any independent agent or manager who shall furnish to the Trustees a Certificate of Insurance if such liability is otherwise insured against, it being agreed that the Trustees may waive such requirement as the Trustees in their discretion shall deem appropriate; and (c) such other risks as the Trustees in their discretion deem it appropriate to insure to insure. All such insurance shall be in such amounts and forms as the Trustees shall in their discretion deem appropriate, and shall, insofar as practicable, contain provisions as set

forth with respect to non-cancellation, waiver of subrogation, waiver of defense based on conduct of any insured, and non-contribution.

5.5.4 The cost of all such insurance on the Buildings of the Condominium obtained and maintained by the Trustees pursuant to provisions of this Section 5.6 shall be a common expense to be allocated to the Unit Owners.

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

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

5.6 Rebuilding, Restoration and Improvements - In the event of any casualty loss to the common areas and facilities, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten (10%) percent of the value of the Condominium immediately prior to the casualty or ten (10%) percent of any Condominium Building, and shall notify all Unit Owners of such determination. If such loss as so determined does not exceed ten percent of either value, the Trustees shall proceed with the necessary repairs, rebuilding or restoration in the manner provided in Paragraph (a) of Section 17 of the Condominium Law. If such loss as so determined exceeds ten percent of either value, the Trustees shall forthwith submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) by the Unit Owners authorizing the Trustees to proceed with

the necessary repair, rebuilding or restoration; and (b) a copy of the provisions of said Section 17; and the Trustees shall thereafter proceed in accordance with, and take such further action as they may in their discretion deem advisable in order to comply with the provisions of paragraph (b) of said Section 17.

5.6.1 If and whenever the Trustees shall propose to make any improvement of the common areas and facilities of the Condominium, or shall be requested in writing by any Unit Owner to make any such improvement, the Trustees shall submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same; and (b) a copy of the provisions of Section 18 of the Condominium Law. Upon whichever of the following shall first occur, namely, (a) the receipt by the Trustees of such agreement signed by Unit Owners holding at least seventy-five percent of the beneficial interest hereunder; or (b) the expiration of ninety days after such agreement was first submitted to the Unit Owners, the Trustees shall notify all Unit Owners of the aggregate percentage of Unit Owners who have then signed such agreement. If such percentage is one hundred percent, the Trustees shall proceed to make the improvement or improvements specified in such agreement. Provided, however, if any unit owner agrees to make an improvement to the common areas and facilities, the cost of such improvement shall be borne solely by the owner so agreeing.

5.6.2 If and whenever any Unit Owner shall propose to make an improvement to or affecting the common areas and facilities of the Condominium at such Unit Owner's own expense, and the Trustees determine in their reasonable discretion that such improvement would be consistent and compatible with the provisions and intent of the Master Deed, the Trustees may, but shall not be obligated to, authorize such improvement to be made at the sole expense of the Unit Owner proposing the same without the consent or approval of other Unit Owners, subject to such contractual undertakings of the Unit Owner proposing such improvements as the Trustees in their reasonable discretion deem to be necessary or desirable in the circumstances. Provided, however, that no Unit owner shall make an addition to his/her unit which would encroach upon the common areas without the prior written consent of the Trustees.

5.7 Meetings - The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect a Chairperson, Treasurer and Secretary as hereinbefore provided. Other meetings may be called by the Chairperson and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting stating the place, day and hour thereof shall be given at least four days before such meeting to each of the Trustees.

5.7.1 There shall be an annual meeting of the Unit Owners on the second Tuesday in January of each year, commencing with the year 2007, at 7:00 P.M. at the condominium in Natick, Massachusetts, or at such other reasonable place and time as may be designated by the Trustees by written notice given to the Unit Owners at least seven days prior to the date so designated. Special meetings of the Unit Owners may be called at any time by the Trustees and shall be called by them upon the written request of Unit Owners holding at least thirty-three (33%) percent of the beneficial interest. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Trustees to the Unit Owners at least fourteen days prior to the date so designated. At the annual meeting of the Unit Owners, the Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Trustees propose to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter.

5.7.2 Whenever at any meeting the Trustees propose to submit to the Unit Owners any matter with respect to which specific approval of, or action by, the Unit Owners is required by law or this trust, the notice of such meeting shall so state and reasonably specify such matter. Unit Owners entitled to sixty (60%) percent of the beneficial interest of this trust shall constitute a quorum at all meetings. Any action voted at a meeting shall require the vote of sixty (60%) percent of the beneficial interest of this trust, except where the other provisions of this trust or Chapter 183A require a larger percentage.

5.8 Notices to Unit Owners. Every notice to any Unit Owner required or permitted under the provisions hereof or which may be ordered in any judicial proceeding

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

5.9 Inspection of Books, Report to Unit Owners.

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

5.10 Checks, Notes, Drafts, and Other Instruments.

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

5.11 Seal. The Trustees may adopt a seal circular in form bearing an inscription but such seal may be altered by the Trustees at pleasure, and the Trustees may, at any time or from time to time, at their option, adopt a common or wafer seal which shall be valid for all purposes.

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

5.13 Removal from Condominium Law. Until such time as the Declarant has no beneficial interest hereunder, Unit Owners holding one hundred percent of the beneficial

interest shall be required to approve the removal of the Condominium described herein from the provisions of the Condominium Law, and thereafter, the provisions of Section 19 of said Law shall apply; provided, however, if the Declarant approves of such removal, the approval of Unit Owners holding at least sixty-five (65%) percent of the beneficial interest, in the aggregate, shall be required for such removal.

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

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

5.14.2 The Trustees shall not in any event be obliged to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the estimate of the Trustees and all costs thereof.

5.15 Arbitration - In the event that any Unit Owner shall, by notice in writing to the Trustees or Unit Owners, dissent from any determination or action of the Trustees or Unit Owners, and such dispute shall not be resolved within thirty days after such notice, then said Unit Owner may submit the matter to arbitration, and for that purpose, one arbitrator shall be designated by such Unit Owner, one by the Trustees and one by the Unit Owners and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association, or such other rules and procedures as may be agreed to by all parties to the arbitration. The arbitrators shall have the authority to award costs.

5.16 Sales of Units - No unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his or her unit without including the Appurtenant

Interests, as herein defined, it being the intention hereof to prohibit severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the unit to which such interests are appurtenant, or any part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all units. "Appurtenant Interests," as used herein, shall include (i) the undivided interest of a Unit Owner in the common areas and facilities; and (ii) the interest of such Unit Owner in any other assets of this Trust. The foregoing language shall not prevent any Unit Owner from conveying an easement or easements for the exclusive use of one or more parking spaces to another Unit Owner.

5.17 Tenants - Any Unit Owner may lease or rent his unit, subject, however, to the following conditions: Any lease or occupancy agreement shall be in writing, shall be for a period of at least one (1) year, and shall apply to the entire unit, except that it need not include the right to use any parking easements appurtenant to said unit. Such lease or occupancy agreement shall provide that it is subject in every way to the Master Deed and this Declaration of Trust, as the same have been most recently amended prior to execution of such lease or occupancy agreement, that any failure of the tenant to comply in all respects with the provisions of the Master Deed or this Declaration of Trust shall constitute a material default under such lease or occupancy agreement, and that said provisions are inserted in the lease or occupancy agreement for the benefit of the Unit Owner and the Trust.

#### ARTICLE VI - Rights and Obligations of Third Parties Dealing with the Trustees

6.1 Dealing with Trustees - No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in said Registry of Deeds need inquire further as to the persons who are then Trustees hereunder. The receipts of the Trustees or any one or more of them for monies or things paid or delivered to the Trustees shall be effectual discharges therefrom to the persons paying or delivering the same, and no person

from whom the Trustees or any one or more of them shall receive money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge, or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees or any provisions or powers herein contained.

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

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

6.4 Certifications by Trustees for Recording - This Declaration of Trust and any amendments hereto and any certificate herein required to be recorded and any other

certificate signed and sworn to by said Trustees or any one or more of them which it may be deemed desirable to record may be recorded with the appropriate 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 a majority of the Trustees then in office at the time setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor or all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by a majority of the the Trustees then in office shall, as to all persons acting in good faith in reliance thereon, be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

6.5 Common Expenses Certificate - Notwithstanding any other provisions of this ARTICLE VI, any certificate setting forth the amount of unpaid common expenses assessed against any Unit Owner as provided by subsection (d) of section 6 of Chapter 183A, shall be conclusive evidence of the facts stated therein if signed by any two (2) Trustees then in office, or by the original Trustee if only one (1) Trustee is in office.

#### ARTICLE VII - Amendments and Termination

7.1 Amendment of Trust - The Trustees, with the consent in writing of Unit Owners holding at least sixty-five (65%) percent of the beneficial interest hereunder, may at any time and from time to time, amend, alter, add to or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always however, that no such amendment, alteration, addition or change shall be valid or effective if:

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

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

7.2 Necessity for Recording Amendments, Alterations, Additions, or Changes - Any amendment, alteration, addition or change pursuant to the foregoing provisions of this ARTICLE VII shall become effective upon the recording with said Registry of Deeds of an instrument of amendment, alteration, addition or change, as the case may be, signed sealed and acknowledged in the manner required for the acknowledgment of deeds by the Trustees, setting forth in full the amendment, alteration, addition or change and reciting the consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with the prerequisites to the validity of such amendment, alteration, addition or change, whether stated in such instrument or note, upon all questions as to title or affecting the rights of third persons and for all other purposes. Nothing contained in the ARTICLE VII shall be construed as making it obligatory upon the Trustees to amend, alter, add to or change the Declaration of Trust upon obtaining the necessary consent as hereinbefore provided.

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

7.4 Disposition of Property on Termination - Upon termination of this Trust, the Trustees may, subject to and in accordance with the provisions of the Condominium Law, sell and convert into money the whole of the trust property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the

proceeds thereof among, and distribute in kind (at valuations made by them which shall be conclusive) all other property then held by them in trust hereunder to the Unit Owners according to their respective percentages of beneficial interest hereunder. In making any sale under this provision, the Trustees shall have power to sell or vary any contract of sale and to resell without being answerable for loss and, for said purposes, to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their possession or ownership, even though all times herein fixed for distribution of trust property may have passed.

#### ARTICLE VIII - Construction and Interpretation

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

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

8.3 Conflicts - If any provision of this Trust shall be invalid or shall conflict with the Condominium Law, then

(a) such invalidity shall not impair or affect the validity or enforceability of the other provisions of this Trust; and (b) such conflict shall be controlled by the provisions of the Condominium Law applicable thereto.

IN WITNESS WHEREOF, PAUL V. GRIFFIN, JR. has caused these presents to be executed under seal the day and year first above set forth.

ADMIRAL'S COVE CONDOMINIUM TRUST

By: \_\_\_\_\_  
PAUL V. GRIFFIN, JR., Trustee

COMMONWEALTH OF MASSACHUSETTS

Norfolk, SS

On this      day of                      , 2006, before me, the undersigned notary public, personally appeared PAUL V. GRIFFIN, JR., who proved to me through satisfactory evidence of identification, which was a Massachusetts Drivers' License, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public -