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PARKER VILLAGE CONDOMINIUM TRUST

DECLARATION OF TRUST OF PARKER VILLAGE CONDOMINIUM TRUST

made this twenty-third day of April, 1981 by PARKER VILLAGE REALTY CO., INC., a Massachusetts corporation having its usual place of business at 60 State Street, Boston, Massachusetts 02109 (hereinafter called the Declarant).

ARTICLE I

It is hereby agreed and declared that all real and personal property of every kind and character, together with any income or proceeds therefrom (the foregoing being hereinafter called the Trust property) which the Trustees as Trustees hereunder have heretofore acquired or may at any time hereafter acquire, shall be held by them in trust for the benefit of the owners of the Units of PARKER VILLAGE CONDOMINIUM (hereinafter called Unit Owners), a Condominium in Acton, Massachusetts, located on the land described in the Master Deed creating said Condominium to be recorded herewith. The Trust property shall be held in trust through the powers set forth in this instrument and the authorized By-Laws and Rules and Regulations adopted pursuant hereto as amended from time to time, subject to the conditions, restrictions and reservations placed thereon by this Declaration of Trust, its said By-Laws, Rules and Regulations, and Massachusetts General Laws, Chapter 183A, as the same may be from time to time amended.

ARTICLE II

This Trust is created under Chapter 183A of the Massachusetts General Laws as the organization of Unit Owners owning dwelling Units in said Condominium, and the Owner of each Unit shall, immediately upon his acquisition of such Unit, become a beneficiary hereof. Immediately upon the transfer of a Unit, the transferor shall cease to be such beneficiary. No one except a Unit Owner shall be a beneficiary hereunder. All acts of the Trustees hereunder may be done under the name of PARKER VILLAGE CONDOMINIUM TRUST.

The Trustees shall hold the Trust property in accordance herewith for the benefit of the owners of the constituent Units,

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their respective personal representatives, successors or assigns. Said Owners from time to time, being the beneficiaries hereof, are entitled, for each Unit, as shown on the plans recorded with said Master Deed, to an undivided percentage interest in the Trust property as specified in said Master Deed, Exhibit C.

The principal place of business of this Trust shall be 7 Drummer Road, Acton, Massachusetts 01720, or such other place as the Trustees may from time to time select.

ARTICLE III

This Trust is organized for the purpose of maintaining, managing, regulating and preserving said Condominium, which is created under Massachusetts General Laws, Chapter 183A as amended. It shall be the duty of the Trustees to act on behalf of the Owners of Units in said Condominium, and they shall manage and regulate the Condominium and its property and perform all services, duties responsibilities and functions required or permitted by said Chapter 183A and this Trust.

In addition to all of the powers of the Trustees set forth in said Chapter 183A, and subject thereto but without limiting the generality of any grants or power herein contained, the Trustees shall have the following specific powers: to deposit, invest or otherwise deal with moneys forming a part of the Trust estate; to improve any part of the Trust real estate or the community property and common facilities; to repair, repaint or restore the exterior of all Units; to collect, sue for, receive all sums of money due the Trustees, and to settle and compromise any claims at any time made against the Trust or existing between the Trust and any of the Unit Owners; and with the approval of Sixty-Seven (67%) Percent in interest of the Unit Owners, to borrow money, and in connection therewith to execute notes and mortgages or other instruments securing the same.

ARTICLE IV

The Trustees shall at all times act in the service of the Condominium so as to promote and preserve the purposes for which it was formed, to wit: to provide and insure dignified, peaceful and harmonious accommodations and common areas and facilities to be used for the benefit of the Unit Owners, their families, lessees, tenants and other invitees and licensees, guests, and their successors in interest or assigns.

ARTICLE V

Until such time as Fifty (50%) Percent of all Condominium Units shall have been conveyed to Unit Owners by the Declarant, its successors or assigns, or until five (5) years shall have elapsed from the date of this instrument (whichever shall first occur) there shall be one (1) Trustee hereunder who shall be John J. Enwright, Jr. of Exeter, New Hampshire (the "Original Trustee").

At such time as Fifty (50%) Percent of all Condominium Units shall have been conveyed or upon the expiration of five (5) years from the date of this instrument or upon the death or resignation of said John J. Enwright, Jr. (whichever shall first occur), there shall, at a meeting duly called for that purpose in accordance with the By-Laws be three (3) successor Trustees elected by and from the Unit Owners.

The terms of office of the successor Trustees shall be two (2) years, except that at the first election of successor Trustees the Trustee elected with the greatest number of votes shall serve for a term of two (2) years, and the Trustee elected with the lesser number of votes shall serve a term of one year. Succeeding Trustees shall be elected annually to fill the vacancy created by the expiration of any of the successor Trustees' terms of office. Succeeding Trustees shall be elected in accordance with the By-Laws at a meeting of the Unit Owners called for that purpose.

ARTICLE VI

The Trustees have adopted By-Laws governing the management and regulation of the Condominium, containing provisions for amendment thereof. Such By-Laws and any amendments thereto are and shall become part of this Declaration and shall be binding upon Trustees and individual Unit Owners. Such By-Laws and Rules and Regulations adopted pursuant thereto, are attached hereto as Exhibits A and B.

ARTICLE VII

Except as otherwise specifically provided herein or in the By-Laws as amended, the Trustees shall have full control over the "Common Areas and Facilities" of the Condominium as such areas and facilities are defined in the Master Deed and in Massachusetts General Laws, Chapter 183A, Section 1, as from time to time amended, and all other such rights, powers and obligations enumerated in Chapter 183A, as from time to time amended, necessary to the proper management and regulation of the Condominium.

ARTICLE VIII

The Trustees shall have the power to employ, elect and remove from office any attorneys, officers, managers, and other agents and servants. A Trustee may be so employed, elected or appointed, but his removal from such office shall not be removal of him as a Trustee. Such officers, attorneys, managers, agents or servants shall have such duties and powers as shall be from time to time designated by the Trustees. No Trustee shall be liable for the act or neglect of any agent, officer, manager, attorney, or other person so appointed, employed or designated unless such act is also a wilful breach on the part of the Trustee.

The Trustees shall keep accurate books of account and a complete copy of the By-Laws including any amendments thereto, and shall fully comply with the provisions of Massachusetts General Laws, Chapter 183A, Section 10(d), as from time to time amended, with respect to reports and records.

ARTICLE IX

Any Trustee may by written instrument signed, acknowledged and delivered to the other Trustees and recorded with the Middlesex South District Registry of Deeds resign from his office. There shall always be at least two (2) Trustees after the Original Trustee shall cease to serve as Trustee, and any vacancy in the number of Trustees may be filled temporarily by the remaining Trustees or Trustee by a written instrument signed and acknowledged and so recorded. The Trustee(s) so appointed (the Acting Trustee(s) hereinafter) shall have all the powers and duties of his predecessor. The Acting Trustee for the time being, whether surviving or remaining, shall have all the powers of the Trustee so replaced and shall serve until the next annual meeting, unless replaced by a Trustee elected by a written instrument, executed by at least sixty-seven (67%) percent in interest of the Unit Owner beneficiaries thereof. Upon the resignation, decease, incapacity or removal of any Trustee, the title of the outgoing Trustee shall vest in the remaining Trustee or Trustees, and upon the filling of any vacancy, the title to the whole Trust property shall vest jointly in those who shall then be Trustees hereunder. Trustees shall be liable only for wilful breach of Trust, and no Trustee shall be liable as such Trustee except for his or her own acts.

Except as otherwise provided herein or in the By-Laws, neither the Trustees nor their agents or employees shall have power to bind the Unit Owners personally, and all Unit Owners, and all persons or corporations or other entities extending credit to, contracting with or having any claim against the Trustees or the Trust property shall look only to the funds and property of the Trust for payment of such obligations or claims, so that neither the Trustees nor the beneficiaries shall be personally liable therefore, except as specifically provided in this instrument and in Section 13 of Massachusetts General Laws, Chapter 183A as from time to time amended, and in the By-Laws.

In every note or contract for the payment of money borrowed by, and in every other written contract of, the Trust, it shall be

the duty of the Trustees or other officers or agents expressly to stipulate that neither the Trustees nor any officer or agent nor the Unit Owners shall be held to any personal liability under or by reason thereof.

ARTICLE X

The Trustees shall not be entitled to compensation for their services but shall be reimbursed for all reasonable and proper out-of-pocket expenses incurred for the benefit of the Condominium.

ARTICLE XI

The Trustees shall establish and replenish a reserve fund for future contingencies.

ARTICLE XII

The Trustees may from time to time alter or amend this Declaration of Trust in any respect by written instrument signed and acknowledged by the Trustees and assented to in writing by seventy-five (75%) percent in interest of the Unit Owners, except that the undivided proportionate interest in the Trust property of any Unit Owner shall not be changed without his written consent. No such amendment shall affect any person, other than the Trustees or Unit Owners, not having actual notice thereof, until recorded in Middlesex South District Registry of Deeds.

ARTICLE XIII

Any Trustee, beneficiary, officer or agent of this Trust, or any firm, trust, corporation, concern or estate in which he is interested as a member, trustee, director, officer, beneficiary, shareholder, agent, fiduciary, or otherwise, may sell to, buy from, contract with, and otherwise deal with this Trust as freely and effectually as though no interest or fiduciary relationship existed, and the Trustees hereunder shall have power to exercise or concur in exercising all powers and discretion given to them hereunder or by law, notwithstanding that they, or any of them, may have a direct or indirect interest, personally or otherwise, in the mode, result, or effect of exercising such powers of discretion.

ARTICLE XIV

Any Trustee other than the Original Trustee may be removed from his office by a vote of Seventy-Five (75%) percent in interest of the Unit Owners at a meeting duly called for such purpose on not less than seven (7) days' written notice to all Unit Owners. A successor Trustee shall be chosen in the manner provided for above.

ARTICLE XV

The Unit Owners shall be responsible for the proper maintenance and repair of the interior of their respective Units. If a majority of the Trustees shall at any time in their reasonable judgment determine that the interior of a Unit, including, without limitation, mains and pipes for heat, water and gas, drains and electrical conduits, is in such need of maintenance, painting or repair that the market value of an adjacent Unit or Units is being adversely affected, or that the condition of a Unit or any fixtures, furnishing, facility or equipment thereof is hazardous to any Unit or the occupants thereof, the Trustees shall in writing request the Unit Owner to perform the needed maintenance, painting or repair or otherwise to correct the hazardous condition, and in case such work shall not have been commenced within fifteen (15) days (or such reasonable shorter period in case of emergency as the Trustees shall determine) of such request and brought to diligent completion, the Trustees shall be entitled to have access to the Unit and to have the work performed for the account of such Unit Owner whose Unit is in need of work, and the cost thereof shall constitute a lien upon such Unit, and such Unit Owner shall be personally liable therefor; provided that the lien created by this Paragraph shall be subordinate to mortgages of record.

The Trustees shall be responsible for the proper maintenance and repair of the exterior of all of the Units and shall have the sole power to repair, repaint and redecorate the exterior of the buildings at such time and in such manner as they shall determine

to be proper and expedient, to the end that the exterior of the building shall be maintained in a clean and orderly condition and be of a consistent and harmonious appearance, but this provision shall not relieve any Unit Owner of or from liability to reimburse the Trustees for the cost of any repair or replacement made necessary by his actions or those of his agents or invitees. No Unit Owner shall take any action with relation to the exterior, including roofs, gutters and conductors, without the prior consent of the Trustees.

ARTICLE XVI

This Trust may be terminated by a vote of Seventy-Five (75%) percent in interest of the Unit Owners at a meeting duly called for such purpose on not less than seven (7) days written notice to all Unit Owners and of the holders of one hundred percent (100%) of the first mortgages (based upon one vote for each first mortgage owned) upon any of the Units affected. Such termination shall become effective upon recording of a certificate of such action and of such consents.

Upon termination, the Trustees may, if necessary, manage, deal with, sell and dispose of the Trust property, including the good will, in such manner as they may deem advisable, with power to receive as part or full consideration for any such sale, assignment or transfer, the securities or obligations of any other partnership, association, trust or corporation, and with power to distribute in such manner as they shall deem equitable the Trust property, or the proceeds thereof, in kind or in cash, or partly in kind and partly in cash, to and among the Unit Owners in accordance with their respective rights as defined in this instrument and any amendment thereof. As a condition to any distribution to Unit Owners, the Trustees may require such indemnity or releases as they may deem necessary for their protection, and may before distribution withhold or deduct such sums as they deem necessary to pay and discharge all debts, liabilities and obligations of the Trust.

Unless sooner terminated as herein provided, this Trust shall terminate only upon the removal of the Condominium from the provisions of Massachusetts General Laws, Chapter 183A, as from time to time amended, in accordance with the procedures therein set forth.

ARTICLE XVII

A certificate signed by any person appearing of record to be Trustees of this Trust and recorded with Middlesex South District Registry of Deeds as to any fact or facts germane to or with relation to the Trust, including the names of the then Trustees, shall be binding and conclusive as to all persons dealing with the Trust in reliance thereon.

ARTICLE XVIII

The terms "Trustee" and "Trustees" when used herein shall be deemed to include the plural and the singular, respectively, of those terms.

ARTICLE XIX

This instrument shall at all times be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

Executed as a sealed instrument on the day and year first above written.

PARKER VILLAGE REALTY CO., INC.

By *John J. Enwright, Jr.*
John J. Enwright, Jr.
President and Treasurer

COMMONWEALTH OF MASSACHUSETTS

ESSEX , SS.

April 23, 1981


Then personally appeared the above-named JOHN J. ENWRIGHT, JR., President and Treasurer as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of Parker Village Realty Co., Inc., before me

Thomas J. Herbert
Notary Public

My commission expires _____

ACCEPTANCE

The undersigned, in token of his acceptance of the foregoing trusts, hereunto sets his hand and seal the day and year first above written.


John J. Enwright, Jr.

COMMONWEALTH OF MASSACHUSETTS

ESSEX, SS.

April 23, 1981

Then personally appeared the above-named John J. Enwright, Jr. and acknowledged the foregoing to be his free act and deed, before me


Barry W. Plunkett
 Notary Public

My commission expires _____

BARRY W. PLUNKETT
 Notary Public

My commission expires Oct. 10, 1986