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TELECOPY TRANSMITTAL SHEET

Number of pages being sent (including this page): 63

Dated: November 1, 2011

To: ReMax on the Charles
Attn: Brad

Fax No.: 1-781-373-1598

RE: 349 Fulton Street, Unit 11, Medford, MA

Enclosed please find the condominium documents and budget in connection with the above property.

Thank you.

Sent by: Felix J. Consilvio, Jr. - juliefjcatty@verizon.net

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THANK YOU FOR YOUR COOPERATION.

THE RESIDENCES AT FULTON HEIGHTS CONDOMINIUM

PROPOSED BUDGET

Alarm Monitoring System/ Sprinklers	520.00
Insurance	4,052.00
Landscaping	4,000.00
Snow Removal	3,000.00
Management Fee	3,000.00
Rubbish	2,268.00
Telephone/Alarm/Sprinklers	660.00
Common Electric	840.00
Common Water	500.00
Legal and Misc.	1,640.00
Reserve	2,200.00
Totals	$22,680.00

Condominium Fee Per Month	$180.00 x 12 months x 10 units	$21,600.00
Condominium Fee/Affordable Unit	$90.00 x 12 months X 10 units	$1,080.00
		$22,680.00

Return To
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Suite 27
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APPROVED
Gordon H. Piper, Justice
JUNE 17, 2011

PLAN 1768

MASTER DEED
OF
THE RESIDENCES AT FULTON HEIGHTS CONDOMINIUM

Fulton School, LLC, a Massachusetts Limited Liability Company of Medford, Massachusetts hereinafter referred to as "Declarant", the owner of the premises in Middlesex County, Massachusetts hereinafter described, by duly executing and the recording this Master Deed, does hereby submit the said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and propose to create with respect to the said premises, a condominium (hereinafter referred to as the "Condominium") to be governed by and to be subject to the provisions of Chapter 183A, and to that end declare and provide the following:

549 Fulton St MRd

1. NAME:

The name of the condominium shall be:

The Residences at Fulton Heights Condominium

2. DESCRIPTION OF LAND:

The premises which constitute the Condominium comprise the land situated in Middlesex County, Massachusetts, together with the building (hereinafter sometimes called "Building") and improvements thereon, as shown on the set of plans to be filed herewith (hereinafter sometimes called "Plans"), more particularly described in Exhibit A attached hereto. Said land is subject to taxes assessed for the current year, municipal liens, if any, and is subject to and with the benefit of easements, encumbrances, restrictions, reservations, agreements, and appurtenant rights of record so far as the same may now be in force and applicable.

3. DESCRIPTION OF THE BUILDING:

The location of the Building is as shown on the Site Plan. There is situated on the Land one (1) building consisting of a first floor and a ground floor. The building is constructed of concrete foundation and brick. Nine (9) condominium units are located on the first floor and two (2) units are located on the ground floor. The building has a flat roof with rubberized covering.

4. DESCRIPTION OF UNITS:

The Condominium Units and the designations, locations, approximate areas, number of rooms, immediate accessible common areas and facilities and other descriptive specifications thereof, are as set forth in Exhibit B attached hereto and made a part hereof, and as shown on the Unit Plans to be filed herewith.

5. BOUNDARIES OF THE UNITS:

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

A) Floors: The plane of the upper surface of the concrete subflooring in the basement area as to Units 10 and 11 from the ground floor and the upper surface of the subflooring as to the first floor units;

B) Roofs: The plane of the lower surface of the ceiling of Units on the ground floor and the plane of the lower surface of the roof or ceiling joists as the case may be as to the Units on the first floor;

C) Interior Building between Units and Exterior Building Walls: The plane of the interior surface of the wall studs facing such Unit and/or the plane of the interior surface of the concrete wall in the basement area and/or garage as the case may be;

D) Doors and Windows: The plane of the exterior surface of doors, the exterior surface of window glass, and the interior frame of the windows.

All utility lines and equipment, supply lines, heating, plumbing, electrical, bathroom, kitchen and other apparatus and equipment serving a single Unit (whether contained therein or not) shall be deemed a part of such Unit and all exterior lighting fixtures serving and controlled by a single Unit shall be deemed a part of such Unit. It is further provided nevertheless, that no structural components of the Buildings, and no pipes, wires, conduits, chutes, ducts, shafts or public utility lines situated within a Unit or Units forming part of any system serving one or more Units or the Common Area and Facilities shall be deemed to be a part of said Unit.

The owner of a Unit may not, at any time, make any changes or modifications to the exterior of said Unit or any interior changes that would affect or in any way modify the structural or supportive characteristics of the building or its services, unless the same had been approved unanimously by the Board of Trustees of the Condominium Trust as hereinafter described and in accordance with the terms of the By-Laws thereof. The owner of any Unit may, at any time and from time to time, change the use and designation of any room or space with such unit, subject always to compliance with all applicable rules, regulations, ordinances, and laws of the Municipality, and the Commonwealth of Massachusetts. Subject to the provisions of the next sentence, the owners of any unit may, at any time, modify, remove, and install nonbearing walls lying wholly within such Unit. Any and all work with respect to

installation of interior nonbearing walls shall be done in a good and workmanlike manner pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and

specifications that have been submitted to the Board of Trustees of the Condominium Trust, and approved in accordance with the terms of the By-Laws thereof, which approval shall not be unreasonably withheld or delayed.

6. DESCRIPTION OF COMMON AREAS AND FACILITIES:

A) THE AREAS: The common areas and facilities of the Condominium comprises and will consist of:

1. The above described land with the benefit of and subject to all rights, easements, restrictions, reservations, agreements and appurtenances of record so far as the same may now be in forced and applicable.

2. The yards, parking and driveway areas, interior corridors, landscaped areas, and other improved or unimproved areas not within the Units, subject nevertheless to any exclusive rights and easements to the Units as described within this Deed; all exterior railings, retaining walls, walls, steps, lighting fixtures, plants, lawn and shrubbery.

3. All areas of the Building comprising the Condominium and all facilities, installations, and improvements therein which are not within the boundaries of the Units as defined in this Master Deed and without limiting the generality of the foregoing:

a. The foundations, structural columns and elements, studs, supports, beams, girders, ground level concrete floor, roof fire escapes, and those portions of the exterior walls, common walls, party walls, floors and ceilings which are not a part of the Unit;

b. All Building entrances, vestibules, stairways and driveways and all improvement thereto, equipment and fixtures therein and other features and facilities thereon not within the Units, subject nevertheless to any specific rights and easements to the Units as described within this Deed;

c. All conduits, pipes, plumbing, wiring, electric meters, closets and other facilities for the furnishing of utility services which are contained in portions of the Building contributing to the

structure or support thereof, and all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained,

together with an easement of access thereto in favor of the Trustees of the Condominium Association for the maintenance, repair, and replacement of the like;

d. All installations outside the Unit for services such as power, light, heat, gas, hot and cold water, waste pipes and waste disposal including all equipment appurtenant;

e. All sewer and drainage pipes;

f. All areas of the Building containing any central heating apparatus common to two or more units;

g. Installations of Central services common to two or more units and all equipment attendant thereto, excluding equipment contained within and servicing a single Unit;

h. All other items listed as such in Massachusetts General Laws, Chapter 183A, and located on the premises.

B. THE AREAS' USE AND PERCENTAGE INTEREST: The Owners of each Unit shall be entitled to use the Common Areas and Facilities in accordance with their intended use and shall own an individual interest in the common areas and facilities in the percentage set forth in Exhibit B hereto for such Unit. The common areas and facilities shall be used, owned, and regulated in accordance with and subject to the provisions of the Condominium Trust, and its By-Laws, as they now exist or as they may from time to time be amended and subject also to the Rules and Regulations promulgated pursuant thereto and subject also to the assignment, if any, of storage areas or otherwise in certain common areas and facilities to a particular Unit Owner, and if so, shall be deemed to be conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in conveyance, mortgage or other instrument.

C. ENCROACHMENTS: If any portion of the Common Areas and Facilities encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, or if any such

encroachment shall occur hereafter as a result of settling or shifting of the Building or alterations or repairs of the Common Areas and Facilities made by or with the consent of the Trustees, or a result of a condemnation or eminent domain proceeding, a valid easement shall exist for such encroachment and for the maintenance of the same so long as such Building shall stand.

7. PLANS:

Simultaneously with the filing hereof there has been filed a set of floor plans of the Building, showing the layout, location, Unit Building, and bearing the verified statement of a registered Professional Engineer certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units as built, all as a part hereof.

8. PURPOSES FOR THE RESTRICTIONS ON THE USE OF UNITS:

A. PURPOSES: The Building, Units and Common Areas and Facilities therein are intended to be used solely for residential purposes for not more than two occupants per bedroom, except that the Declarant may, until all of said Units have been sold by the Declarant, lease Units which have not been sold and use any units owned by the Declarant as models for display for purposes of sale or leasing of Units.

B. RESTRICTIONS ON USE: Unless otherwise permitted by instrument in writing duly executed under the Condominium Trust pursuant to the provisions of the Bylaws thereof, the following restrictions shall be observed:

1. A Unit shall not be used other than for residential purposes, which shall permit the leasing of the Unit for residential purposes, and shall not be occupied by more than two occupants per bedroom, however, nothing contained herein shall prohibit any Unit Owner from having temporary guests;

2. No Unit shall be used: a) for any purpose prohibited by any law, rule, regulation, or Ordinance of any federal, state, or local governmental authority or any order, judgement, or decree or any court, in any case, having jurisdiction over the Land, the Building, or the Condominium; or, b) to keep any inflammable,

combustible, or explosive fluid, materials, chemical, or other similar substance therein;

3. With the exception of pets under one-hundred (100) pounds, and then only one (1) pet per Unit, no animals or reptiles in the Common Areas and Facilities unless so approved in writing by the Trustees, and if approved, then subject to a) rules and regulations adopted by the Trustees and, b) 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;

4. No Unit shall be used or maintained in a manner which will interfere with the comfort or convenience of occupants of other Units or contrary to or inconsistent with the By-Laws of the Condominium Trust or of any rules or regulations from time to time adopted pursuant thereto;

5. No business activity of any nature shall be conducted in any Unit or in the Common Areas and Facilities, but a person residing in any Unit may maintain therein an office for his or her personal professional use, but no employees or persons other than a resident of such Unit shall engage therein any such activities and no such office shall be advertised, held out, or used as a place for service to clients or patients;

6. No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Trust, the By-Laws, the Rules and Regulations promulgated pursuant thereto or Chapter 183A and all use shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units;

7. The exterior aesthetic or architectural integrity of the Buildings and the Units shall be preserved without modification and, to that end, without limiting the generality of the foregoing, no change, replacements, repairs, re-painting, re-staining, addition, structure, projection, decoration or other feature shall be erected, placed upon or attached to or removed from the exterior of any such Unit or the Building or any part thereof without the prior written unanimous

consent of the Trustees nor shall any sign, plaque, or communication of any description be placed in the window of or on the exterior of any Unit or the Common Areas and Facilities, by a Unit Owner without the prior written unanimous consent of the Trustees;

8. The right of a Unit Owner to decorate his or her Unit, including decks and entrance areas, if any, the exclusive use of which is appurtenant to a Unit, is subject to the right of the Trustees to control or regulate any aspect of such decoration which, in the reasonable judgment of the Trustees, when viewed from the outside of such Unit, materially detracts from the aesthetic or architectural integrity of the Building;

9. No nuisances shall be allowed on the Premises nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Premises by its residents;

10. No immoral, improper, offensive or unlawful use shall be made of the Premises, or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed;

11. A Unit Owner shall not place or cause to be placed in or on any of the Common Areas and Facilities, any furniture, packages, or objects of any kind, except for the deck, and any common area to which exclusive use is granted. No clotheslines or other objects deemed objectionable by the Trustees shall be place in or on any of the Common Areas and Facilities. There shall be no parking on the Condominium Land except in the Parking Spaces shown as such on the Recorded Plans and parking in said spaces shall be limited to those having rights to park in same. There shall be no parking allowed except as may be permitted by the Trustees;

12. No Unit shall be rented, let, leased or licensed for use or occupancy by others than the Unit Owner except for periods of six months or more. In order to provide for a predominantly owner-occupied Condominium, no Unit may be rented without first complying with the following requirements:

a. A copy of the rental agreement shall be provided to all Trustees prior to the occupancy under the leases; and,

b. Said agreement contains a clause whereby the occupants agree to be bound by the Condominium Documents; and provided that

c. It shall be deemed during the period of occupancy that the Unit Owner has irrevocably appointed and constituted the Trustees as the Unit Owner's attorney-in-fact to seek the eviction, equitable relief and/or damages of and/or from such occupants upon any breach of said agreement or a violation of the Condominium Documents; and further provided that

d. The form of the rental agreement shall be acceptable to the Trustees.

13. The Rules and Regulations recorded with the Condominium Trust, as well as the restrictions contained in the Declaration of Trust and By-Laws, are hereby incorporated herein and made a part of this Master Deed by reference.

9. RESERVATION OF RIGHTS AND EASEMENTS:

Notwithstanding anything contained in this Master Deed or Trust to the contrary, the Declarant hereof, hereby reserves to itself and its successors and assigns, for a period to commence immediately and which shall expire one year following the date of the Declarant's final Unit Deed conveyance within said Condominium, the following rights and easements:

A. The right to pass and repass over, and build upon and develop, all the Condominium Land and to take such other action as Declarant deems necessary or convenient in connection with the construction of any and all improvements on, to or under the Condominium Land. Declarant's rights hereunder shall include, but not be limited to, the transportation, storage and handling of materials and equipment, and the completion of the on-going remediation operation on the site;

B. The right, without the consent of any Unit Owner or any holder of a mortgage on a Unit, to amend this Master Deed by filing with the Middlesex South Registry of

Deeds, Registered Land Section, an Amendment to the Master Deed in form and substance similar to this

Master Deed with only such changes as are necessary or desirable: i) to exercise Declarant's rights as set forth in this Master Deed and, ii) satisfy the provisions of this Master Deed;

C. The right to grant, without the consent of any Unit Owner of any holder of a mortgage on a Unit, to the Unit Owners and occupants, their families and guests, the right to pass and repass over all roadways, walks and driveways on the Condominium Land as well as the right of access and use of all common areas of the condominium located upon the said premises;

D. The right to use any Unit owned by Grantor as a model for display, for purposes of sale or leasing of Units, and to transact any other business on the Condominium Land to achieve the foregoing, including, without limitation, the use of the Condominium Land and common areas;

E. The right and power to record a special amendment to this Master Deed, Declaration of Trust, By-Laws and Rules and Regulations, at any time and from time to time, which amends these documents:

1. To comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Association, the Massachusetts Housing Association, the Veterans Administration, any other governmental agency or any other public, quasi-public or private entity which performs functions relating to the eligibility of mortgage financing of said Units;

2. To induce such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownerships;

3. To bring these condominium documents into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts or other governmental laws, rules or regulations; or

4. To correct clerical or typographical errors in these condominium documents.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a special amendment on behalf of each Unit Owner as proxy or attorney-in-fact, as the case may be. The right of the Declarant to act pursuant to rights reserved or granted under this section shall be automatically assigned by Declarant without further confirmation of Grantor by act or deed to the Trustees of the Condominium Trust at such time as the Declarant no longer holds or controls title to any Unit.

10. APPURTENANCES:

Each Unit Owner shall have the right, as appurtenant to that Unit, to use in common with the Unit Owners of all other Units served thereby, all utility lines and other Common Elements located in any of the other Units or in the Common Areas and serving that Unit, and each Unit shall therefore be subject to an easement in favor of all other Unit Owners for such purposes.

There shall be appurtenant to each Unit an exclusive right and easement, exercisable subject to and in accordance with the provisions and requirements of this Master Deed, the Trust, the By-Laws and the Rules and Regulations, to use:

i) the exclusive use area as designated on the Site Plan and Floor Plans consisting of stairs, entrance way, outdoor patios and decks as the case may be;

ii) the exclusive use parking spaces assigned to each condominium unit and designated on the Site Plan with numbering consistent with the unit number of the condominium;

iii) the exclusive use storage areas as shown on the Site Plan and Floor Plan and designated on the Plans with numbering consistent with the unit number of the condominium.

The Common Areas and Facilities to which the exclusive use and easement has not been granted to a Unit Owner referred to in the preceding clauses i) and ii) shall be maintained, repaired and replaced as necessary, by the Trustees and the costs and expenses associated therewith shall be Common Expenses. The maintenance, repair and replacement of all the yard areas, fixtures, and appurtenant interest referred to in the preceding clauses i) and ii) which are within the exclusive use of the said Units shall be performed by and at the sole and separate expense of the Unit Owner of such respective Unit. Notwithstanding the above, all

parking areas designated as exclusive use parking shall be maintained as common areas by the Condominium Trust.

The maintenance, repair and replacement obligations herein contained notwithstanding, the Trustees may, in the exercise of their reasonable discretion, require established levels of maintenance and upkeep by the various Unit Owners with respect to those appurtenant Common Areas and Facilities, which Unit Owners may be required in the future to maintain, repair and replace and the Trustees may reasonably regulate and control decorating and utilization of such appurtenant Common Areas and Facilities, areas and items.

In addition to and not in limitation of the rights of Units Owners as elsewhere herein set forth and provided in said Chapter 183A, each Unit Owner shall have, as appurtenant to such Unit, the rights and easements, in common with all other Units, to use the Common Areas and Facilities and the Condominium Land. These rights shall always be subject, however, to the rights of the Trustees:

i) to operate, inspect, protect, maintain, repair or replace all the Common Areas and Facilities, including those common areas which are within the exclusive use of any Units;

ii) To correct, terminate or remove all acts or things which interfere with the Common Areas and Facilities or are otherwise contrary to or in violation of the provisions of the Master Deed, the Trust, the By-Laws or the Rules and Regulations, all as they may be amended; and

iii) For such other purposes as the Trustees, from time to time, deem necessary, appropriate or advisable.

The Trustees shall also have, and are hereby granted, the right to maintain, repair, replace, add to and alter the roads, driveways, parking areas, paths, walks, utility and service lines and recreational facilities, lawns, trees, plants and other landscaping in the Common Areas and Facilities, and to make excavations for said purposes.

11. UNITS SUBJECT TO MASTER DEED AND CONDOMINIUM TRUST:

All present and future Unit Owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Condominium Trust, the By-Laws, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the items of record affecting title to the Premises. The

acceptance of a deed or conveyance of a unit or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of this Master Deed, the Trust, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Unit Owner, tenant, visitor, servant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, and (b) a violation of the provisions of these condominium documents shall be deemed a substantial violation of the duties of a Unit Owner.

12. AMENDMENTS:

This Master Deed may be amended by an instrument in writing (a) signed by owners of Units entitled to at least seventy (70%) percent of the undivided interests in the common areas and facilities, (b) signed and acknowledged by a majority of the Trustees of the Condominium Trust, and (c) duly filed with the Middlesex County Registry of Deeds, Registered Land Section; PROVIDE, HOWEVER, that:

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

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

(c) No instrument or amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall by of any fore or effect unless the same has been signed by all Unit Owners and said instrument is recorded as an amended Master Deed;

(d) No instrument of amendment affecting any Unit in any manner which impair the security of a first mortgage of record held by a bank or insurance company shall be any force of effect unless the same has been assented to in writing by the holder of such mortgage;

(e) No instrument of amendment which alters this Mast Deed in any manner which would render it contrary to or inconsistent with any requirement or provisions of said Chapter 183A shall be of any force or effect;

(f) No instrument of amendment which disqualifies mortgages of Units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA) shall be of any force or effect.

13. FHLMC/FNMA COMPLIANCE:

To the extent required to qualify the units of the Condominium for unit mortgages under the prevailing regulations of the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, the following provisions shall apply notwithstanding any other provisions of this Master Deed and are subject to any greater requirements imposed by Chapter 183A. Unless one hundred (100%) percent of the first mortgagees of Units have given their prior written approval, this Master Deed shall not be amended in any manner contrary to the following matters.

(a) Except as provided by Chapter 183A in case of condemnation or substantial loss to the Units and/or common areas and facilities of the Condominium, unless one hundred percent (100%) of the first mortgagees holding mortgages on the individual units as the Condominium (based upon one vote for each first mortgage owned) have given their prior written approval, neither the Unit Owners nor the Trustees of the Condominium Trust by amendment to this Master Deed or otherwise shall:

1) by act or omission, seek to abandon or terminate the Condominium;

2) change the pro-rata interest or obligations of any individual Unit for the purpose of (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or (b) determining the pro-rata share of ownership of each Unit in the common areas and facilities;

3) partition or subdivide any Unit;

4) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities, provide 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;

5) use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to common areas and facilities) for other than the repair, replacement or reconstruction of such property of the Condominium.

(b) Any first mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the mortgagee, unless otherwise proved for by statute.

(c) In no case shall any provisions of the Master Deed give a Unit Owner or any other party priority over any rights of 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 taking of such Unit and/or the common areas and facilities of the Condominium.

(d) The Condominium is not to be subject to any proposal or plan for additions thereto or expansion thereof, except as may be set forth in this Master Deed.

(e) In the event any right of first refusal in case of sale or lease of a Unit is incorporated into this Master Deed or the Condominium Trust, such right of first refusal shall not impair the rights of a first mortgagee to:

1) foreclose or take title to a unit pursuant to the remedies provided in the mortgage; or,

2) accept a deed in lieu of foreclosure (or assignment in lieu of foreclosure) in the event of default by a mortgagor; or,

3) sell or lease a unit acquired by the first mortgagee through the procedures set forth in the preceding subsections (1) and (2).

(f) Upon written request to the Trustee of the Condominium Trust identifying the name and address of the holder, insurer or governmental guarantor and the Unit number of address, any fist mortgage holder or insurer or governmental guarantor of said first mortgage (hereinafter referred to as "eligible mortgage holders" and "eligible insurers or guarantors" as the case may be) will be entitled to timely notice of:

1) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible holder or eligible insurer or guarantor, as applicable;

2) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer guarantor, which remains uncured for a period of sixty (60) days;

3) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by said Condominium;

4) any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified in this Section.

(g) No agreement for professional management of the Condominium may exceed a term of three (3) years and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice, or as otherwise provided for by statue.

The Declarant intends that the provisions of this Article 12 comply with the requirements of the Federal Home Loan Mortgage Corporation and the 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.

14. MANAGING ENTITY:

The entity through which the Unit Owners will manage and regulate the Condominium established hereby is The Residences at Fulton Heights Condominium Trust, a Massachusetts trust, a copy of the Declaration of Trust, including the By-Laws and Rules and Regulations thereof, having been recorded herewith. Such Declaration of Trust establishes a Trust for the benefit of all Unit Owners in which each Unit Owner shall have a beneficial interest and membership in proportion to his percentage of undivided interest in the Common Areas and Facilities to which such Unit Owner is entitled hereunder. The name and address of the original and present Trustees thereof is as follows:

Marc R. Cutler
Richard Cutone
366 Salem Street
Medford, MA 02155

Such Trustees have enacted By-Laws and Rules and Regulations pursuant to and in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts.

15. CONFLICTING PROVISIONS:

The Units and Common Areas and Facilities, and the Unit Owners, and the Trustees of The Residences at Fulton Heights Condominium shall have the benefit of and be subject to the provisions of Chapter 183A of the General Laws of Massachusetts which may from time to time be amended and in all respects not specified in this Master Deed or in the Declaration of Trust and the By-Laws and Rules and Regulations thereof, shall be governed by the provisions of Chapter 183A of the General Laws of Massachusetts and their relation to each other any to the Condominium established hereby including, without limitation, the provisions thereof with respect to removal of the Condominium, premises or any portion thereof from the provisions of said Chapter 183A. In case any of the provisions stated in the Master Deed or the Declaration of Trust conflict with the provisions of said Chapter 183A, as it may from time to time be amended, then the provisions of said statute shall control.

16. INVALIDITY:

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

17. WAIVER:

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective or the number of violations or breaches which may occur.

18. CAPTION:

The captions herein are inserted only as a matter of convenience and for reference, an in no way define, limit or

describe the scope of this Master Deed nor the intent of any provision hereof.

19. DEFINITIONS:

All terms and expressions herein used which are defined in Section 1 of Chapter 183A of the General Laws of Massachusetts shall have the same meanings herein unless the context otherwise requires.

In WITNESS WHEREOF, the said Marc R. Cutler and Richard Cutone do hereunto set their hands and seal this 17th day of June, 2011.

Fulton School, LLC

By: _____
Marc R. Cutler, Manager

By: _____
Richard Cutone, Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 17th day of June, 2011, before me, the undersigned notary public, personally appeared Marc R. Cutler, Manager proved to me through satisfactory evidence of identification, which were Personal Knowledge to be the person whose names are signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

_____
Notary Public

My Commission Expires: 11/2/2012

OFFICIAL SEAL
FELIX J. CONSILVIO, JR.
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My Comm. Expires Nov. 2, 2012

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 17th day of June, 2011, before me, the undersigned notary public, personally appeared Richard Cutone, Manager proved to me through satisfactory evidence of identification, which were Massachusetts Driver's License to be the person whose names are signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires: 11/2/2012

OFFICIAL SEAL
FELIX J. CONSILVIO, JR.
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My Comm. Expires Nov. 2, 2012

\wordfiles\FultonSchoolMasterDeed

EXHIBIT "A"

Being Lots Numbered 13 and 14 on Land Court Plan No. 6730-B

All of said boundaries are determined by the Court to be located on said plan, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 57, page 265 with Certificate 8806.

For my title, see Certificate of Title No. 14978 filed with Middlesex South District Registry of Deeds, Land Registration Office, in Book 100, Page 489.

Said Lots 13 and 14 are subject to a Taking by the City of Medford for widening and laying out Fulton Street as a public way, Document No. 86171

Also, other certain parcels of land situated in said Medford described as follows:

Being Lots Numbered 8, 9, 10, 11 and 12 on Land Court Plan No. 6730-B

All of said boundaries are determined by the Court to be located on said plan, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 57, page 265 with Certificate 8806.

For my title, see Certificate of Title No. 13865 filed with Middlesex South District Registry of Deeds, Land Registration Office, in Book 94, Page 33.

Said Lots 8, 9 and 10 are subject to a Taking by the City of Medford for widening and laying out Fulton Street as a public way, Document No. 86171.

Said Lots 10, 11 and 12 are subject to a Taking by the City of Medford for widening and laying out Fulton Street as a public way, Document No. 86171

Also, other certain parcels of land situated in said Medford described as follows:

Being Lots Numbered 52, 53 and 54 on Land Court Plan No. 5971-B

All of said boundaries are determined by the Court to be located on said plan, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 53, page 557 with Certificate 7935.

For my title, see Taking in Fee under the Right of Eminent Domain by the City of Medford, Document No. 31554. See also Certificate of Title No. 96496 filed with Middlesex South District Registry of Deeds, Land Registration Office, in Book 612 Page 146.

Also, another certain parcel of land situated in said Medford described as follows:

Being Lot Numbered 51B on Land Court Plan No. 5971-L

All of said boundaries are determined by the Court to be located on said plan, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 455, page 161 with Certificate 68114.

For my title, see Taking in Fee under the Right of Eminent Domain by the City of Medford, Document No. 31554. See also Certificate of Title No. 96496 filed with Middlesex South District Registry of Deeds, Land Registration Office, in Book 612 Page 146.

Also, another certain parcel of land situated in said Medford described as follows:

Being Lot Numbered 55 on Land Court Plan No. 5971-B

All of said boundaries are determined by the Court to be located on said plan, as modified and approved by the Court, filed in the Land Registration Office, a copy of a portion of which is filed in the Registry of Deeds for the South Registry District of Middlesex County in Registration Book 53, page 557 with Certificate 7935.

For my title, see Taking in Fee under the Right of Eminent Domain by the City of Medford, Document No. 31554. See also Certificate of Title No. 8274 filed with Middlesex South District Registry of Deeds, Land Registration Office, in Book 55, Page 521

Being the same premises conveyed to Fulton School, LLC by Deed of the City of Medford recorded with Middlesex South Registry of Deeds, Registered Land Section, as Document No. 01529782.

EXHIBIT "B"
The Residences at Fulton Heights Condominium

DESCRIPTION OF CONDOMINIUM UNITS

UNIT DESIGNATION	STATEMENT OF UNIT LOCATION	APPROX. AREA IN SQ. FT.	NO.AND DESIG. OF ROOMS	IMMEDIATE COMMON AREA TO WHICH UNIT HAS ACCESS	PROPORT. AREA OF UNIT IN COMMON AREAS & FACILITIES
1	First floor, front right	856	6 rooms LR,BR(2), B(2),K	Primary access from common area front door, secondary egress, right rear of unit	4.5%
2	First floor, front left	1024	6 rooms, LR,BR(2), K, B(2),	Primary access from common area front door, secondary egress, left rear to common area	9.55%
3	First floor, middle right	1138	6 rooms LR,BR(2), K,B(2)	Primary access from common hallway secondary egress, right rear of unit	9.55%
4	First floor, middle left	1253	7 rooms LR,BR(2), K,B(2), L	Primary access from common hallway secondary egress to common area hallway, right	9.55%

				rear of unit	
5	First floor, middle right behind unit three (3)	1165	6 rooms LR,BR(2), K,B(2)	Primary access from common hallway egress right rear to common area	9.55%
6	First floor, middle left behind unit four (4)	1316	7 rooms LR,BR(2), K,B(2), L	Primary access from common hallway, secondary egress to common area hallway	9.55%
7	First floor rear right	1143	6 rooms LR,BR(2), K,B(2)	Primary access from exclusive use area designated main entrance, rear entrance to stairway platform, exclusive use area to rear of unit	9.55%
8	First floor, middle rear	1101	6 rooms LR,BR(2), K,B(2)	Primary access from deck stairway & platform, exclusive use area, egress to exclusive use stairway & platform	9.55%
9	First floor rear left	1133	6 rooms LR,BR(2), K,B(2)	Primary access from exclusive use area designated main entrance, rear entrance to stairway platform, exclusive use area to rear of unit	9.55%

10	Ground level right	1331	6 rooms LR,BR(2), K,B(2)	Primary access from main entrance common area rear building egress to common area rear of building	9.55%
11	Ground level left	1554	6 rooms LR,BR(2), K,B(2)	Primary access from main entrance common area rear building egress to common area rear of building	9.55%

LR - Living Room
BR - Bedroom
B - Bath
K - Kitchen
L - Loft

\wordfiles\FultonSchoolExhibittoMasterDeed

DOCUMENT 01568777

Southern Middlesex LAND COURT

REGISTRY DISTRICT

RECEIVED FOR REGISTRATION

On: Jun 20,2011 at 02:47P

Document Fee:	125.00
Receipt Total:	$875.00

NEW: CERT C 959 BK 00038 PG 39

OLD: CERT 246177 BK 1382 PG 111

Return To
Felix J. Consilvio
Attorney at Law
92 High Street
Suite 2F
Medford, MA 02155

THE RESIDENCES AT FULTON HEIGHTS CONDOMINIUM DECLARATION OF TRUST

THIS DECLARATION OF TRUST made this 17th day of June, 2011, by Marc R. Cutler and Richard Cutone, (the "Trustees"), which term and any pronoun referring thereto shall be deemed to include their successors in Trust hereunder and to mean 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 "The Residences at Fulton Heights 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.

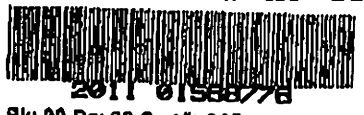
ARTICLE II - THE TRUST AND ITS PURPOSE

SECTION 2.1 - UNIT OWNERS' ORGANIZATION

All of the rights and powers in and with respect to the Common Areas and Facilities of the The Residences at Fulton Heights 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



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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 - (i) Initial Board

The Initial Board shall consist of the Trustees named in the Declaration of Trust, to wit: Marc R. Cutler and Richard Cutone (hereinafter called the "Initial Board". The term of the Initial Board shall end upon the earliest to occur of the following events: (a) four (4) months after eighty (80%) percent of the units have been conveyed to unit purchasers; or (b) two (2) years following the conveyance of the first unit. Notwithstanding any other term or provision of this Trust to the contrary: (A)) the Unit Owners shall have no power or right to remove the Initial Board, namely Marc R. Cutler or Richard Cutone, nor to appoint any additional or successor Trustees, until the expiration of the term of said Initial Board shall have expired as set forth in the immediately preceding sentence; and (B) during the term of the Initial Board, any vacancy in the office of a Trustees, however caused, shall be filled only by the designation of the Declarant of the Master Deed.

(ii) Subsequent Boards of Trustees

After the term of the Initial Board, there shall at all subsequent times be a Board of Trustees hereunder consisting of not less than three (3) or not more than five (5) natural persons, but in any event an odd numbered, as shall be determined by vote of Unit Owners entitled to not less than fifty-one (51%) percent of the beneficial interest hereunder.

(iii) Vacancies

After the expiration of the term of the Initial Board, if and when the number of Trustees shall become less than three (3), a vacancy or vacancies in said office shall be deemed to exist; Each such vacancy shall be filled by written instrument setting forth (a) the appointment of a natural person to act as such Trustees, signed (i) by Unit Owners entitled to not less than fifty-one (51%) percent of the beneficial interest hereunder or (ii) if the Unit Owners entitled to such percentage have not made such a an appointment within thirty (30) days after the occurrence of such vacancy, by the remaining Trustees, and acknowledged by one of the signatories; and (b) the acceptance of such appointment, signed and acknowledged in proper form for recording by the person so appointed. Such appointment shall become effective upon the filing with the Middlesex South Registry of Deeds, Registered Land Section, of a certificate of such appointment, signed and accepted as aforesaid, and such person

shall then be and become such Trustees and shall be vested with the title to the Trust property, jointly with the remaining or surviving Trustees or Trustees, without the necessity of any act of transfer or conveyance. If, for any reason, any such vacancy in the office of Trustees shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a Trustees or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any unit owner and notice to the other unit owners and all Trustees and to such other parties in interest, if any, to whom the court may direct that notice be given. Such appointment shall become effective upon the filing with the Middlesex South County Registry of Deeds, Registered Land Section, of a certificate or order of such appointment. Notwithstanding anything to the contrary in this subsection (b), despite any vacancy in the office of Trustees, however caused, and for whatever duration, the remaining or surviving Trustees, subject to the provisions of the immediately following subsection (c), shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

SECTION 3.2 - MAJORITY VOTE

In all matters relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred, the Trustees shall act by majority vote provided that in no case shall a majority consist of less than two (2). The Trustees may so act without a meeting by instrument signed by all Trustees.

SECTION 3.3. - RESIGNATION OF TRUSTEES

(i) Any Trustees may resign at nay time by instrument in writing, signed and acknowledged in proper form for filing and such resignation shall take effect upon the filing of such document with the Middlesex South County Registry of Deeds, Registered Land Section.

(ii) After reasonable notice and opportunity to be heard before the unit owners called pursuant to Sections 8 and 34 of the By-Laws hereof, a Trustees (except a member of the Initial Board) may be removed from office with or without cause, by an instrument in writing signed by Vote of unit owners entitled to not less than fifty-one (51%) percent of the beneficial interest hereunder, such instrument to take effect upon the filing thereof with said Middlesex South County Registry of Deeds, Registered Land Section.

SECTION 3.4 - BOND OR SURETY

No Trustees named or appointed as hereinbefore provided, whether as original Trustees 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 (70%) percent of the beneficial interest hereunder may at any time by instrument in writing signed by them and delivered to the Trustees 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.

SECTION 3.5 - 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 expense shall constitute common expenses of the Condominium.

SECTION 3.6 - NO PERSONAL LIABILITY

No Trustee herein named or appointed as herein provide shall under any circumstances or in any event be held liable or accountable out of his or 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 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 or her own personal and willful malfeasance, gross negligence and defaults.

SECTION 3.7 - TRUSTEES MAY DEAL WITH CONDOMINIUM

No Trustee shall be disqualified by his or her office from contacting 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 Trustees shall be in any way interested be avoided nor shall any Trustees 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 Trustees's holding office or of the fiduciary relationship hereby established, provided the Trustees shall act in good faith and

shall disclose the nature of this interest before the dealing, contract or arrangement is entered into.

SECTION 3.8 - 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 Sections 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 3.9 - EXECUTION OF INSTRUMENTS-DELEGATION OF RIGHT

The Trustees may provide by unanimous vote that two 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 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 follows:

UNIT NUMBER	PERCENTAGE INTEREST IN THE COMMON AREAS AND FACILITIES
1	4.5
2	9.55
3	9.55
4	9.55
5	9.55

6	9.55
7	9.55
8	9.55
9	9.55
10	9.55
11	9.55

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 right 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.

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 control, management and disposition of 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 alternations 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 detains 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 his or her respective duties and fixing his or her 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 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 product income;

p) Providing for payment by the Trust of real estate taxes becoming due and payable after the date of the 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 her proportionate interest in the Common Areas and Facilities and levying, an equitable assessment of said tax payments among the individual Unit Owners;

q) Insuring such liabilities, obligations and expenses, and to pay from the principal or the income of the Trust property in her 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 principle or as income, and as to all charges of expenses paid by them, whether and to what extent the same shall be charges 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 provisions of the Condominium Document 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 his 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 her performances thereof shall be shown to be in her 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 his or her respective Units and the maintenance, repair and replacement of all parts of his or her 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 her Unit; electrical fixtures and air-conditioning system affecting her Unit; electrical fixtures and outlets; and all wires, piper, 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 his or her 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 occupant 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 state herein.

SECTION 5.3 - MAINTENANCE, REPAIR AND REPLACEMENT OF COMMON AREAS & FACILITIES & 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

repair and replacement necessitated because of casualty loss) and any two Trustees or any other 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 by the Trustees and the Unit Owners shall be personally liable therefore. As an exception to this provision, the Unit Owners shall be individually responsible to maintain that area of the Common Areas which are designated to be within his or her "exclusive use" by the condominium site plan, provide nevertheless that the Trustees have ultimate authority to determine whether all Common Areas are being properly and adequately maintained and if not, the Trustees have the authority and obligation to maintain the entire Common Area in a good, proper, and safe manner. The exterior of the unit may not be re-painted, re-stained, roofed or modified in any manner unless such action is expressly approved in writing by unanimous vote of the Trustees.

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

A. The Unit Owners shall be liable for common expenses and entitled to common profits of the Condominium in proportion to his or her 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 Paragraphs B and C of this Section 5.4, for repair, rebuilding, or restoration of the Trust property or for improvement thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.

B. 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 Unit Owners for her respective shares of such assessment, according to her 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 statement therefore in the manner aforesaid, and such statements shall be payable and take effect, as aforesaid.

C. 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. 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 of 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 her sole discretion shall determine and they may charge any 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. 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 attorney 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. In the event of default by any Unit Owner in paying to the Trustees the common expenses attributable to his/her 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.

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 his or her 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 her 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.

B. 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 seventy-five (75%) 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 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 equals seventy-five (75%) percent, the Trustees shall proceed to make the improvement 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 her beneficial interest in the Condominium.

C. ARBITRATION OF DISPUTED TRUSTEES 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 his/her 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 in accordance with Article IX herein; and (b) the Trustees shall not in any event be responsible to take any action to 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 cost of arbitration shall be accepted and paid as a common expense of the Condominium unless the arbitrator determines 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 - IMPROVEMENT 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 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 her 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/her 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 PERMITS: 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 materialman 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 of 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.

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

owners of the Beneficial Interest hereunder as set forth in Chapter 183A, Section 1.

SECTIONS 5.8 - PETS

No pets are allowed to be kept in any of the Condominium Units, except for one (1) household pet with a weight of no more than one hundred (100) pounds.

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/her 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 Units and 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 seventy-five (75%) percent of the 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.

SECTION 5.10 - MANAGER

The Trustees may hire or appoint a Manager 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 her mortgagees as her 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 her 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

canceled 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 her 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. Worker's compensation and employer's liability insurance covering any employees of the Trust.

D. Fidelity bonds in blanket form for all officers, directors, Trustees and employees of the Trust and all other persons handling or responsible for funds administered by the Trust whether or not they received compensation for her services. The total amount of fidelity bond coverage shall not be less than the estimated maximum funds, including reserve funds in the custody of the Trust or the management agent, as the case may be, at any given time during the term of such bond, and, in any event, the aggregate amount shall not be less than a sum equal to three (3) months aggregate assessments on all units plus reserve funds, or one and one-half (1 ½) times the insured's estimated annual operating expenses and reserves, whichever is greater.

(i) The fidelity bonds shall name the Trust as an obligee;

(ii) The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expression; and

(iii) The bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days prior written notice to the Trust and to the Mortgagees that are listed as scheduled holders of first mortgages in the insurance policy.

E. Such other insurance as the Trustees shall determine as appropriate.

F. 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 her 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 her agents and employees, and against the Unit Owners and her 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 her discretion may determine.

G. 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 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.

H. 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. 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 Trustees 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 by the Trustees. Two (2) of the three (3) 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. Commencing with the year 2011, there shall be an annual meeting of the Unit Owners on the second Tuesday of October 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 seventy (70%) 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 - 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 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 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 5.15 - CHECKS, NOTES, DRAFTS, AND OTHER INSTRUMENTS

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

SECTION 5.16 - 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 her 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 5.17 - 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 5.18 - SALE OR LEASE OF UNITS

A Unit Owner may assign, lease, sell or otherwise transfer all of his interest in her 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, to use an appurtenant 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 Trustees 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 purchaser 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 5.19 - 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 5.20 - ELECTRICITY, GAS, WATER

Electricity, natural gas and water 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 her 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 purchaser, 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 Trustees, and instrument or appointment of a new Trustees or resignation of an old Trustees, 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 herein 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 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 Trustees 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 or any of them which it may be deemed desirable to record shall be recorded or filed with the said Middlesex South 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 Trustees in office at the time, or any one or more of them, 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 Trustees 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 Trustees 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 Trustees 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 - LIMITATIONS - FNMA/FHLMC PROVISIONS

To the extent required to qualify the Units of the Condominium for unit mortgages under then prevailing regulation of the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, the following provision shall apply notwithstanding any of the provisions of this Condominium Trust, and subject to any greater requirements imposed by Chapter 183A. Unless one hundred percent (100%) of the first mortgagees of Units have given her prior written approval, this Condominium Trust shall not be amended in any manner contrary to the following matters:

Any first mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the mortgagee.

Except as otherwise provided by Chapter 183A, in case of condemnation or substantial loss to the Units and/or common areas and facilities of the Condominium, unless all of the first mortgagees holding mortgages on individual Units in the Condominium (based on one vote for each first mortgage owed) have given her prior written approval neither the Unit Owners nor the Trustees of the Condominium Trust, by amendment to the Condominium Trust or otherwise shall be entitled to:

(a) by 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.

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.

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 Mater 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.

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.

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 AND TERMINATION

SECTION 8.1 - GENERALLY

The Trustees, with the consent in writing of the Unit Owners entitled to seventy (70%) 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; provided always, however, that no such amendment, alteration, addition or change (a) 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, or (b) which would render this Trust contrary to or inconsistent with

any requirements or provisions of said Chapter 183A, shall be valid or effective 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 three (3) 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 - TERMINATION

The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of said Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said Chapter.

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 her 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 her performance thereof be shown to be in her 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 her 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 the 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 any Trustees or Unit Owner who so desires to designate an arbitrator, and those arbitrators so designated shall choose one more arbitrator, and such arbitrator 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 the 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 attorney fees associated with the dispute and arbitration. This provision of this paragraph shall apply to all disputes arising under the Master Deed and 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 Marc R. Cutler and Richard Cutone, Trustees have hereunto set their hand and seal this 17 day of JUNE, 2011.

Marc R. Cutler, Trustee

Richard Cutone, Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 17 day of JUNE, 2011, before me, the above undersigned notary public, personally appeared Marc R. Cutler, Trustee proved to me through satisfactory evidence of identification which was PERSONAL KNOWLEDGE, to be the person whose name is signed on the preceding document, and acknowledged that he signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires: 11/2/2012

OFFICIAL SEAL
FELIX J. CONSILVIO, JR.
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My Comm. Expires Nov. 2, 2012

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 17 day of JUNE, 2011, before me, the above undersigned notary public, personally appeared Richard Cutone, Trustee proved to me through satisfactory evidence of identification which was PERSONAL KNOWLEDGE, to be the person whose name is signed on the preceding document, and acknowledged that he signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires: 11/2/2012

\wordfiles\FultonSchoolDeclarationofTrust

OFFICIAL SEAL
FELIX J. CONSILVIO, JR.
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My Comm. Expires Nov. 2, 2012

11/01/2011 14:52 FAX 781 395 3420 ABRUZESE,CONSILVIO&BARCL 058/063
1568778

Doc# 01568778

Southern Middlesex LAND COURT
Registry District

RECEIVED FOR REGISTRATION

On: Jun 20,2011 at 02:47P

Document Fee 225.00

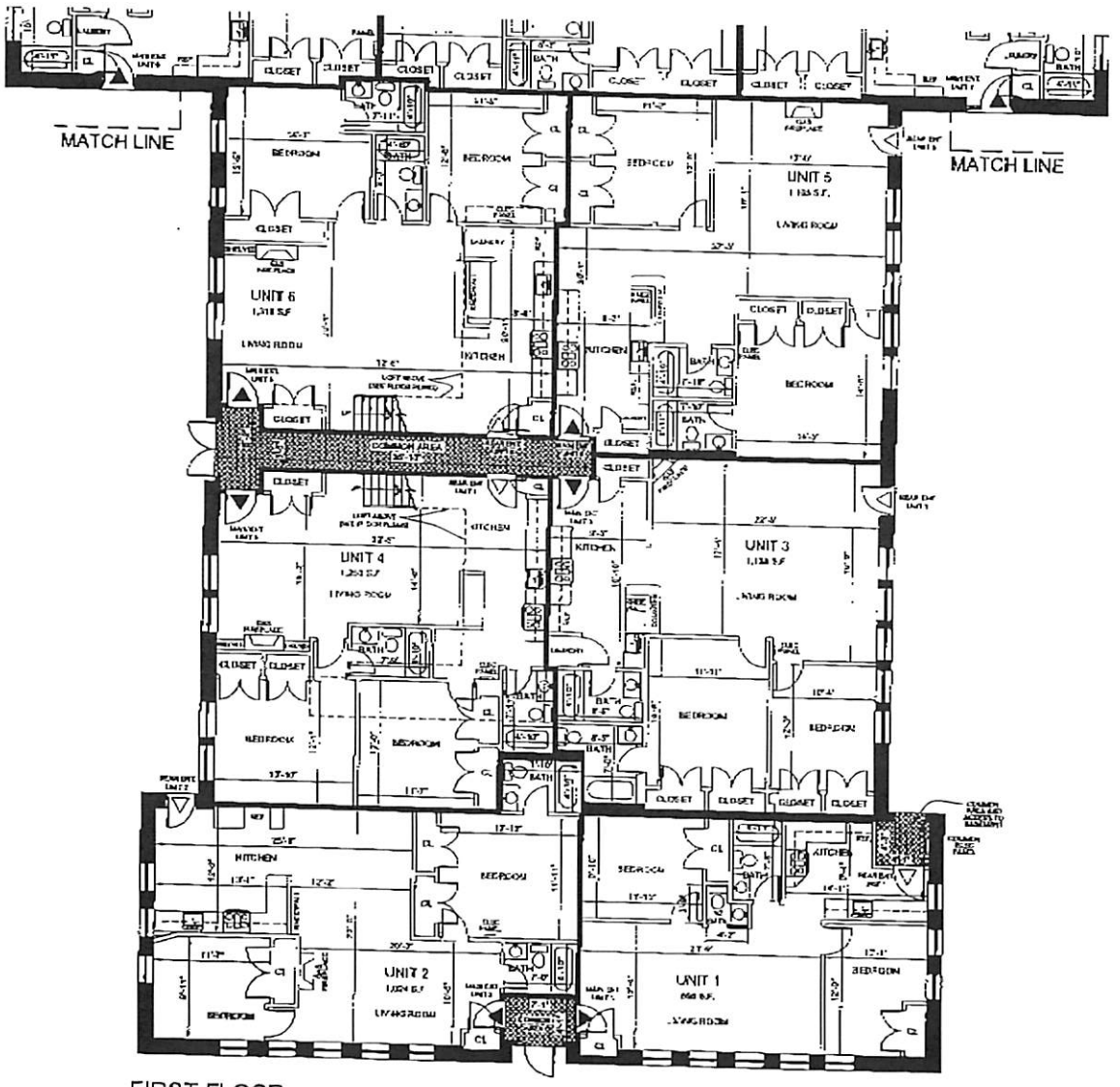
Receipt Total: $875.00

NOTED ON: CERT # 959 BK 00038 PG 39

ALSO NOTED ON:

11/01/2011 14:52 FAX 781 395 3420 ABRUZESE, CONSILVIO&BARCL 059/063

FOR REGISTRY USE ONLY



NOTES:

1. THE AREA OF EACH UNIT IS COMPUTED EXCLUSIVE OF COMMON AREA FACILITIES AND IS DIMENSIONED TO THE OUTSIDE FACE OF EXTERIOR WALLS AND THE FINISHED FACE OF INTERIOR DEMISING WALLS.
2. PLAN REFERENCE: BEING LOTS 8, 9, 10, 11, 12, 13, & 14 SHOWN ON PLAN DATED DECEMBER 18, 1917 BY E.N. GARRETT, C.E., AND FILED WITH THE LAND COURT AS PLAN NO. 6730[B]. ALSO LOTS 52, 53, 54, & 55 ON PLAN DATED FEBRUARY 10, 1917 BY DANA P. PERKINS AND FILED WITH THE LAND COURT AS PLAN NO. 5971[B] ALSO LOT 51[B] ON PLAN DATED FEBRUARY 2, 1944 BY H.J. NICHOLSON AND FILED WITH THE LAND COURT AS PLAN NO. 5971[L].
3. ALL EXTERIOR DIMENSIONS ON THE BUILDING AND OFFSET DISTANCES TO PROPERTY LINES ARE TO THE BRICK CORNER, THE FIRST BRICK ABOVE THE FOUNDATION / GRANITE COURSE, OR BELT COURSE.
4. THE BUILDING IS NAMED FULTON HEIGHTS CONDOMINIUM.

KEY:

PRIMARY ENTRANCE: ▲

SECONDARY EGRESS: △

UNIT DEMISING WALL:

NON - DEMISING WALL:

CL: CLOSET

COMMON AREA:

UNIT AREA:

UNIT NO. ONE = 894 S.F.
UNIT NO. TWO = 1,034 S.F.
UNIT NO. THREE = 1,138 S.F.
UNIT NO. FOUR = 1,253 S.F.
UNIT NO. FIVE = 1,194 S.F.
UNIT NO. SIX = 1,318 S.F.
UNIT NO. SEVEN = 1,140 S.F.
UNIT NO. EIGHT = 1,101 S.F.
UNIT NO. NINE = 1,183 S.F.
UNIT NO. TEN = 1,231 S.F.
UNIT NO. ELEVEN = 1,264 S.F.

I HEREBY CERTIFY THAT THIS PLAN FULLY AND ACCURATELY DEPICTS THE LAYOUT, LOCATION, UNIT NUMBERS AND DIMENSIONS OF THE UNITS NUMBERED ONE, TWO, THREE, FOUR, FIVE, SIX, SEVEN, EIGHT, NINE, TEN, AND ELEVEN IN "THE RESIDENCES AT FULTON HEIGHTS CONDOMINIUM" AS BUILT.

I HEREBY CERTIFY THAT THIS PLAN FULLY AND ACCURATELY DEPICTS THE LOCATION AND DIMENSIONS OF THE BUILDING AS BUILT AND FULLY LISTS THE UNITS CONTAINED THEREIN, AND FURTHER FULLY AND ACCURATELY DEPICTS LOCATION, AND PROVIDES THE DIMENSIONS OF ALL LIMITED OR EXCLUSIVE USE COMMON AREAS AND FACILITIES OF THE CONDOMINIUM OUTSIDE OF ANY BUILDING.

I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES OF BOUNDS EXISTING OWNERSHIP AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

SITE AND FLOOR PLANS
THE RESIDENCES AT FULTON HEIGHTS CONDOMINIUM
NO. 349 FULTON STREET

LAND COURT PLAN NOS. 5971[B], 5971[L], & 6730[B]

MEDFORD, MA

0 5 10 15 20

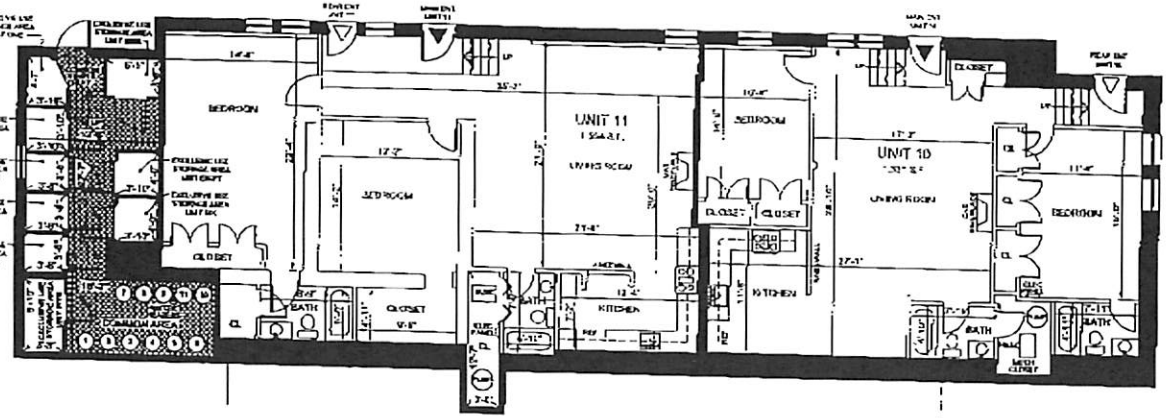
SCALE: 3/16" = 1'-0"

FEBRUARY 2, 2011

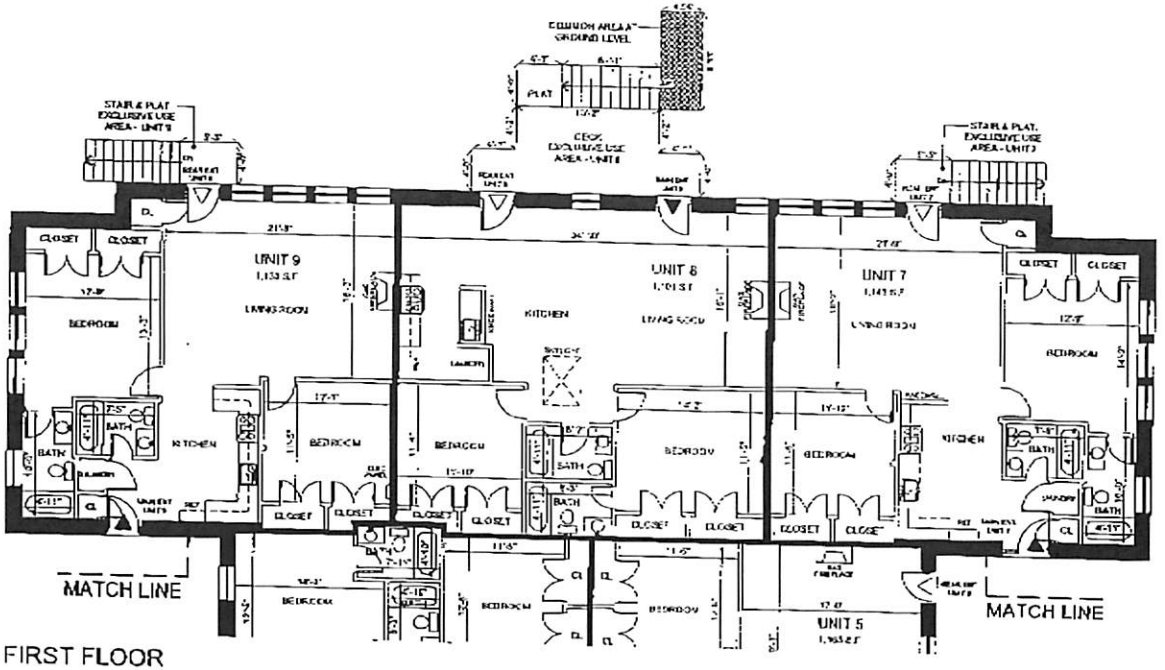
D & A SURVEY ASSOCIATES, INC.
P.O. BOX 621 MEDFORD, MA 02155
(781) 324 - 9566 (781) 324 - 2501 (FAX)

060/063
ABRUZESE, CONSILVIO&BARCL
11/01/2011 14:52 FAX 781 395 3420

FOR REGISTRY USE ONLY



GROUND LEVEL FLOOR



FIRST FLOOR

NOTES:

1. THE AREA OF EACH UNIT IS COMPUTED EXCLUSIVE OF COMMON AREA FACILITIES AND IS DIMENSIONED TO THE OUTSIDE FACE OF EXTERIOR WALLS AND THE FINISHED FACE OF INTERIOR DEMISING WALLS
2. PLAN REFERENCE: BEING LOTS 8, 9, 10, 11, 12, 13, & 14 ON A PLAN DATED DECEMBER 15, 1917 BY C.H. GANNETT, C.E., AND FILED WITH THE LAND COURT AS PLAN NO. 4729F. ALSO LOTS 52, 53, 54, & 55 ON PLAN DATED FEBRUARY 16, 1917 BY DANA F. PERKINS AND FILED WITH THE LAND COURT AS PLAN NO. 5971 B ALSO LOT 51B ON PLAN DATED FEBRUARY 3, 1949 BY H.L. NICHOLSON AND FILED WITH THE LAND COURT AS PLAN NO. 6730 B.
3. ALL EXTERIOR DIMENSIONS ON THE BUILDING AND OFFSET DISTANCES TO PROPERTY LINES ARE TO THE BRICK CORNER, THE FIRST BRICK ABOVE THE SANDSTONE / GRANITE COURSE, OR BELT COURSE.
4. THE BUILDING IS NAMED FULTON HEIGHTS SCHOOL.

KEY:

PRIMARY ENTRANCE: ▲
SECONDARY EGRESS: △
UNIT DEMISING WALL:
NON-DEMISING WALL:
CL: CLOSET
COMMON AREA:

UNIT AREA:

UNIT NO. ONE = 864 S.F.
UNIT NO. TWO = 1,024 S.F.
UNIT NO. THREE = 1,133 S.F.
UNIT NO. FOUR = 1,253 S.F.
UNIT NO. FIVE = 1,183 S.F.
UNIT NO. SIX = 1,318 S.F.
UNIT NO. SEVEN = 1,143 S.F.
UNIT NO. EIGHT = 1,101 S.F.
UNIT NO. NINE = 1,133 S.F.
UNIT NO. TEN = 1,331 S.F.
UNIT NO. ELEVEN = 1,151 S.F.

I HEREBY CERTIFY THAT THIS PLAN FULLY AND ACCURATELY DEPICTS THE LAYOUT, LOCATION, UNIT NUMBERS AND DIMENSIONS OF THE UNITS NUMBERED ONE, TWO, THREE, FOUR, FIVE, SIX, SEVEN, EIGHT, NINE, TEN, AND ELEVEN IN THE RESIDENCES AT FULTON HEIGHTS CONDOMINIUM AS BUILT

I HEREBY CERTIFY THAT THIS PLAN FULLY AND ACCURATELY DEPICTS THE LOCATION AND DIMENSIONS OF THE BUILDING AS BUILT, AND FULLY LISTS THE UNITS CONTAINED THEREIN, AND FURTHER FULLY AND ACCURATELY DEPICTS, LOCATES, AND PROVIDES THE DIMENSIONS OF ALL LIMITED OR EXCLUSIVE USE COMMON AREAS AND FACILITIES OF THE CONDOMINIUM OUTSIDE OF ANY BUILDING

I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIP AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

SITE AND FLOOR PLANS
THE RESIDENCES AT FULTON HEIGHTS CONDOMINIUM
NO. 349 FULTON STREET

LAND COURT PLAN NOS. 5971 B, 5971 L, & 6730 B

MEDFORD, MA

0 5 10 15 20

SCALE: 3/16" = 1'-0"

FEBRUARY 2, 2011

D & A SURVEY ASSOCIATES, INC.
P.O. BOX 521 MEDFORD, MA 02155
(781) 324 - 9566 (781) 321 - 2501 (FAX)

11/01/2011 14:52 FAX 781 395 3420 ABRUZESE, CONSILVIO&BARCL 061/063

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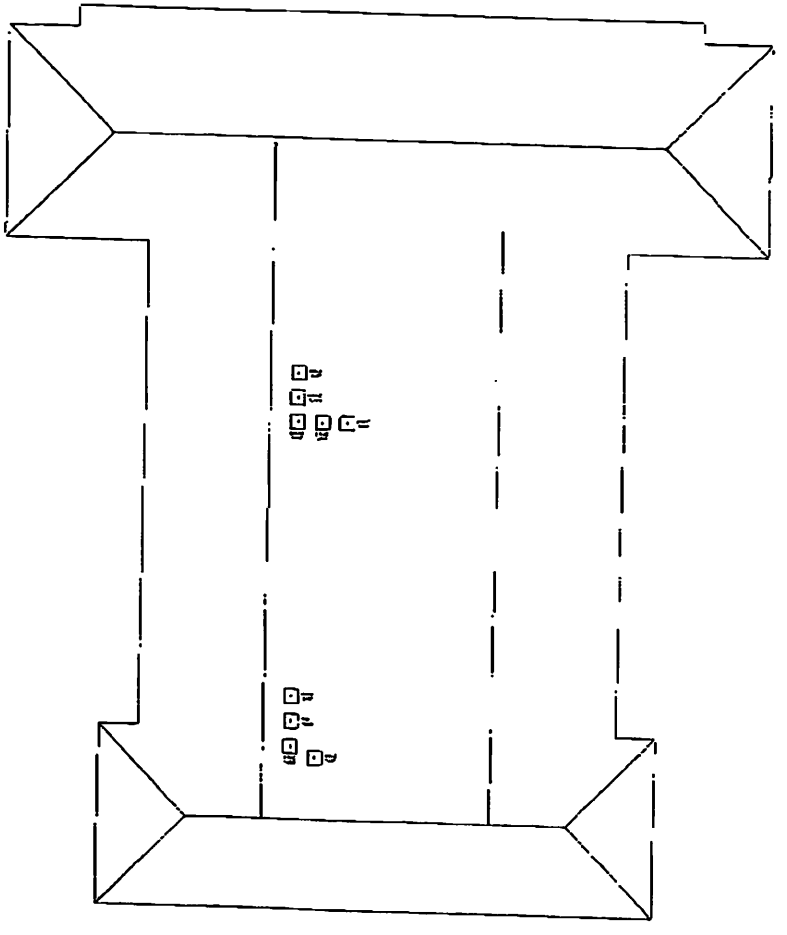

ROOF PLAN

NOTES:

1. THE AREA OF EACH UNIT IS COMPUTED EXCLUSIVE OF COMMON AREA FACILITIES AND IS DIMENSIONED TO THE OUTSIDE FACE OF EXTERIOR WALLS AND THE FINISHED FACE OF INTERIOR BEARING WALLS.
2. PLAN REFERENCE: BEING LOTS A, B, 10, 11, 12, 13, & 14 ON A PLAN DATED DECEMBER 28, 1917 BY C.M. GARRETT, C.E., AND FILED WITH THE LAND COURT AS PLAN NO. 6730[B]. ALSO LOTS B2, B3, 5A, & 5B ON PLAN DATED FEBRUARY 10, 1917 BY DANA F. PERKINS AND FILED WITH THE LAND COURT AS PLAN NO. 5971[B] ALSO LOT 5[A] ON PLAN DATED FEBRUARY 1, 1940 BY H.J. NICHOLSON AND FILED WITH THE LAND COURT AS PLAN NO. 5971[L].
3. ALL EXTERIOR DIMENSIONS ON THE BUILDING AND OFFSET DISTANCES TO PROPERTY LINES ARE TO THE OUTSIDE CORNER. THE FIRST COURSE ABOVE THE SANDSTONE / GRANITE COURSE OR BELT COURSE.
4. THE BUILDING IS MEASURED AS FOUR HEIGHTS STORIES.

KEY:

PRIMARY ENTRANCE ▲

SECONDARY ENTRANCE △

UNIT DEMISING WALL

NON - DEMISING WALL

CL CLOSET

COMMON AREA

UNIT AREA

UNIT NO. ONE = 856 S.F.
UNIT NO. TWO = 1,694 S.F.
UNIT NO. THREE = 1,138 S.F.
UNIT NO. FOUR = 1,253 S.F.
UNIT NO. FIVE = 1,165 S.F.
UNIT NO. SIX = 1,219 S.F.
UNIT NO. SEVEN = 1,140 S.F.
UNIT NO. EIGHT = 1,131 S.F.
UNIT NO. NINE = 1,125 S.F.
UNIT NO. TEN = 1,331 S.F.
UNIT NO. ELEVEN = 1,344 S.F.

I HEREBY CERTIFY THAT THIS PLAN FULLY AND ACCURATELY DEPICTS THE LAYOUT, LOCATION, UNIT NUMBERS AND DIMENSIONS OF THE UNITS NUMBERED ONE, TWO, THREE, FOUR, FIVE, SIX, SEVEN, EIGHT, NINE, TEN, AND ELEVEN ON "THE RESIDENCES AT FULTON HEIGHTS CONDOMINIUM" AS BUILT.

I HEREBY CERTIFY THAT THIS PLAN FULLY AND ACCURATELY DEPICTS THE LOCATION AND DIMENSIONS OF THE BUILDING AS BUILT AND FULLY LISTS THE UNITS CONTAINED THEREIN, AND FURTHER FULLY AND ACCURATELY DEPICTS, LOCATES, AND PROVIDES THE DIMENSIONS OF ALL LIMITED OR EXCLUSIVE USE COMMON AREAS AND FACILITIES OF THE CONDOMINIUM OUTSIDE OF ANY BUILDING.

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I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

SITE AND FLOOR PLANS
THE RESIDENCES AT FULTON HEIGHTS CONDOMINIUM
NO. 349 FULTON STREET

LAND COURT PLAN NOS. 5971[B], 5971[L], & 6730[B]

MEDFORD, MA

0 8' 16' 24' 32'

SCALE: 1/8" = 1'-0"

FEBRUARY 2, 2011

D & A SURVEY ASSOCIATES, INC.
P.O. BOX 621 MEDFORD, MA 02155
(781) 324 - 9566 (781) 321 - 2501 (FAX)

11/01/2011 14:52 FAX 781 395 3420 ABRUZESE, CONSILVIO&BARCL 062/063

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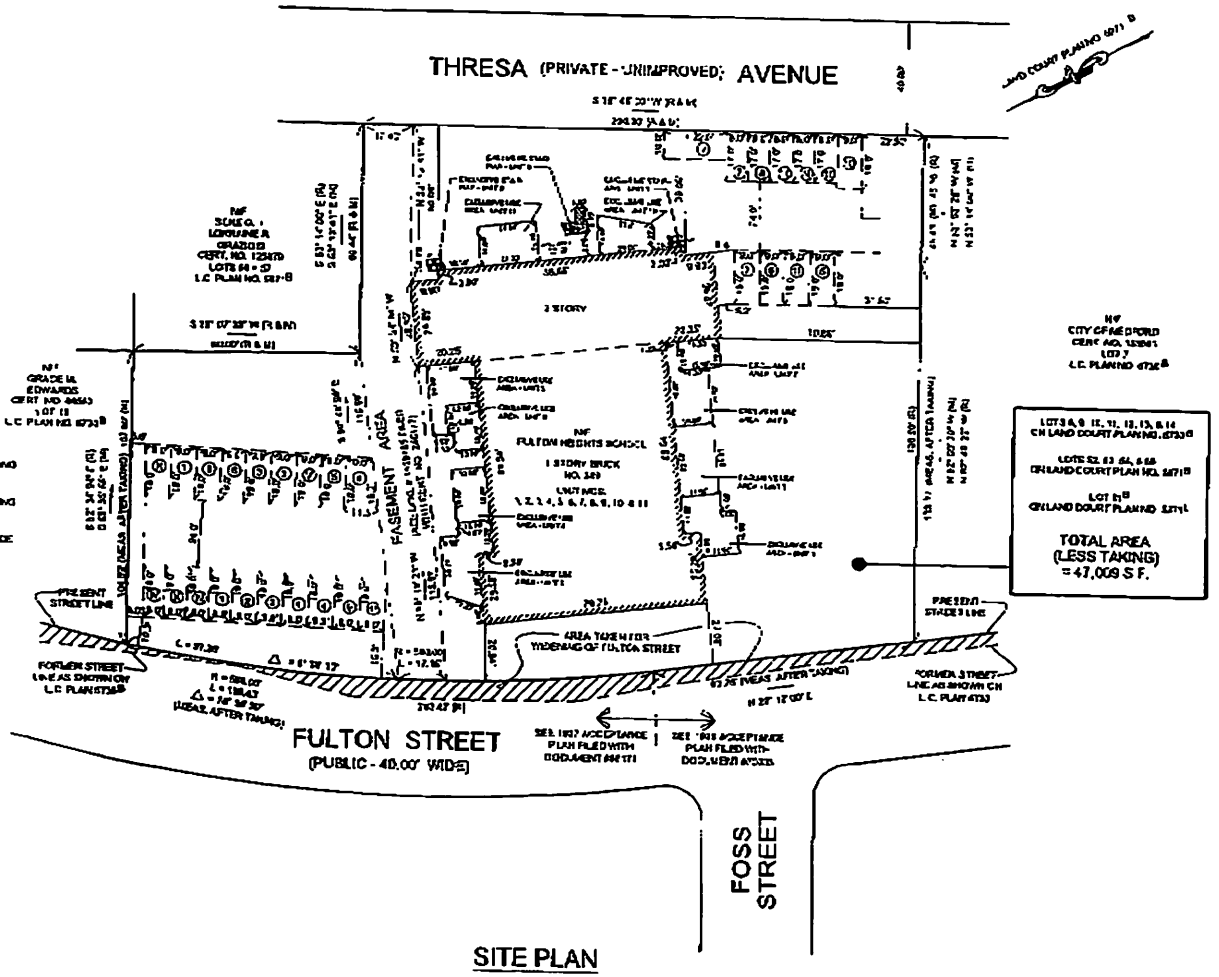


SITE PLAN

NOTES:

1. THE AREA OF EACH UNIT IS COMPUTED EXCLUSIVE OF COMMON AREA FACILITIES AND IS DIMENSIONED TO THE OUTSIDE FACE OF EXTERIOR WALLS AND THE FINISHED FACE OF INTERIOR DEMISING WALLS.
2. PLAN REFERENCED BEING LOTS 5, 6, 11, 12, 13, & 14 ON A PLAN DATED DECEMBER 15, 1937 BY C.H. GARNETT, C.E., AND FILED WITH THE LAND COURT AS PLAN NO. 6730-B. ALSO LOTS 82, 83, 84, & 86 ON PLAN DATED PER DEPARTMENT 1937 BY DOUGLAS PERKINS AND FILED WITH THE LAND COURT AS PLAN NO. 5971-B ALSO LOT 81-B ON PLAN DATED FEBRUARY 2, 1940 BY H.J. HEWES LEON AND FILED WITH THE LAND COURT AS PLAN NO. 5971-A.
3. ALL EXTERIOR DIMENSIONS ON THE BUILDING AND OFFSET DISTANCES TO PROPERTY LINES ARE TO THE BRICK COURSES. THE FIRST BRICK ABOVE THE SANDSTONE / GRANITE COURSE.
4. THE BUILDING IS ZONED R1, FOR RESIDENTIAL.

KEY:

PRIMARY ENTRANCE: ▲
SECONDARY ENTRANCE: △
UNIT DEMISING WALL:
NON - DEMISING WALL:
CL: CLOSET
COMMON AREA:

UNIT AREA

UNIT NO. ONE = 1,623 S.F.	UNIT NO. ELEVEN = 1,468 S.F.
UNIT NO. TWO = 1,224 S.F.	UNIT NO. EIGHT = 1,191 S.F.
UNIT NO. THREE = 1,095 S.F.	UNIT NO. NINE = 1,102 S.F.
UNIT NO. FOUR = 1,223 S.F.	UNIT NO. TEN = 1,321 S.F.
UNIT NO. FIVE = 1,165 S.F.	UNIT NO. ELEVEN = 1,564 S.F.
UNIT NO. SIX = 1,213 S.F.	

I HEREBY CERTIFY THAT THIS PLAN FULLY AND ACCURATELY DEPICTS THE LAYOUT, LOCATION, UNIT NUMBERS AND DIMENSIONS OF THE UNITS NUMBERED ONE, TWO, THREE, FOUR, FIVE, SIX, SEVEN, EIGHT, NINE TEN, AND ELEVEN IN "THE RESIDENCES AT FULTON HEIGHTS CONDOMINIUM" AS BUILT.

I HEREBY CERTIFY THAT THIS PLAN FULLY AND ACCURATELY DEPICTS THE LOCATION AND DIMENSIONS OF THE BUILDING AS BUILT AND FULLY STATES THE USES CONTAINED THEREIN AND PURTHER FULLY AND ACCURATELY DEPICTS, LOCATES, AND PROVIDES THE DIMENSIONS OF ALL EXISTING OR EXCLUSIVE USE COMMON AREAS AND FACILITIES OF THE CONDOMINIUM OUTSIDE OF ANY BUILDING.

I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIP AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW LINES DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN

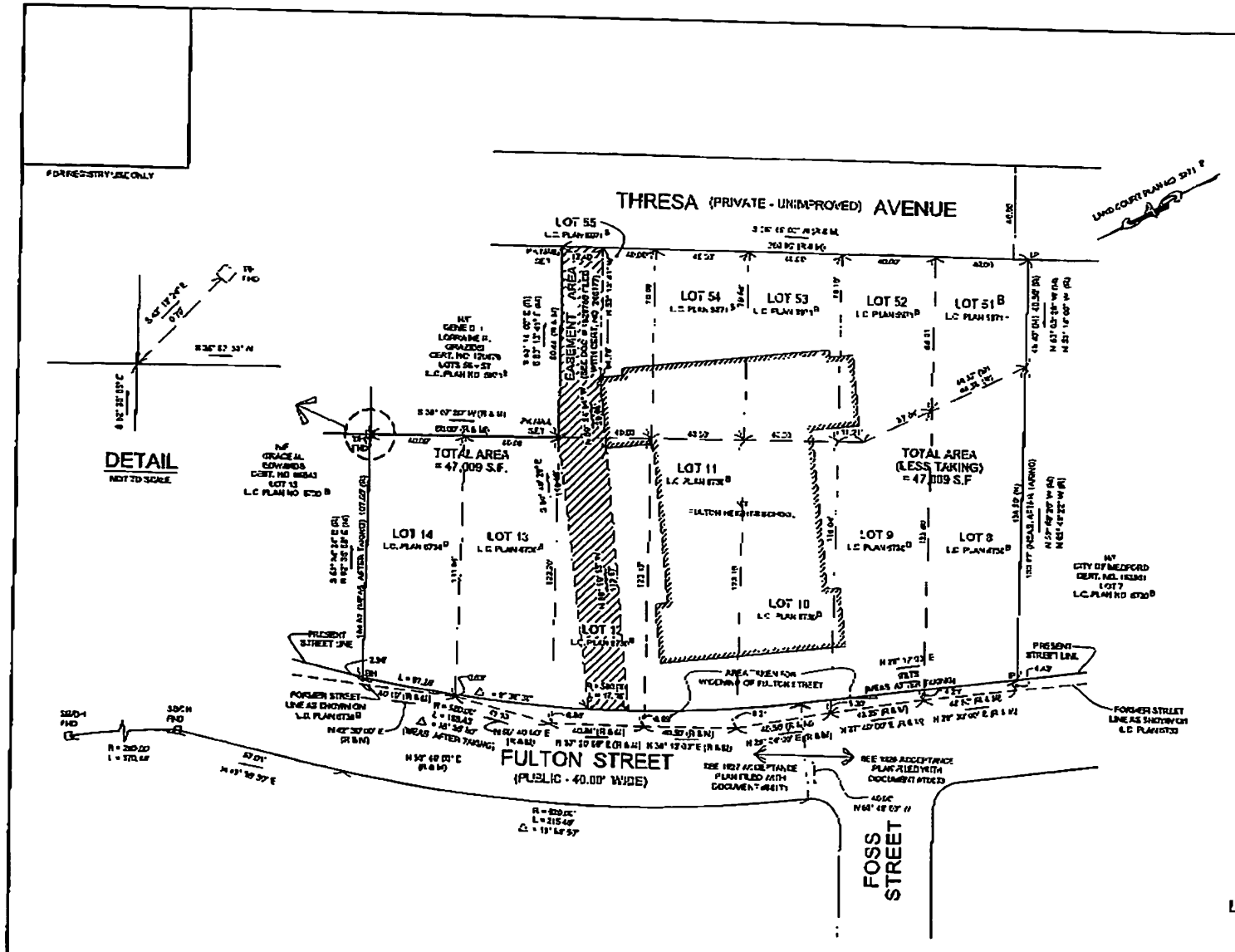
I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS

SITE AND FLOOR PLANS
THE RESIDENCES AT FULTON HEIGHTS CONDOMINIUM
NO. 349 FULTON STREET
LAND COURT PLAN NOS. 5971-B, 5971-A, & 6730-B
MEDFORD, MA

0 20' 40' 60' 80'
SCALE: 1" = 20'-0"

FEBRUARY 2, 2011

D & A SURVEY ASSOCIATES, INC.
P.O. BOX 629 MEDFORD, MA 02155
(781) 324 - 9568 (781) 321 - 2501 (FAX)



LOT DETAIL AND SURVEY CONTROL PLAN

NOTES:

1. THE AREA OF EACH UNIT IS COMPUTED EXCLUSIVE OF COMMON AREA FACILITIES AND IS DIMENSIONED TO THE OUTSIDE FACE OF EXTERIOR WALLS AND THE FINISHED FACE OF INTERIOR DEMISING WALLS.
2. PLAN REFERENCE: BEING LOTS 6, 9, 10, 11, 12, 13, & 14 ON A PLAN DATED DECEMBER 15, 1917 BY C.H. GAHNE 71, C.E., AND FILED WITH THE LAND COURT AS PLAN NO. 6730 B. ALSO LOTS 52, 53, 54, & 55 ON PLAN DATED FEBRUARY 10, 1917 BY DANA F. PERKINS AND FILED WITH THE LAND COURT AS PLAN NO. 5971 B. ALSO LOT 51 B ON PLAN DATED FEBRUARY 7, 1948 BY N.J. NICHOLSON AND FILED WITH THE LAND COURT AS PLAN NO. 5971 L.
3. ALL EXTERIOR DIMENSIONS ON THE BUILDINGS AND OFFSET DISTANCES TO PROPERTY LINES ARE TO THE BRICK CORNER. THE FIRST BRICK ABOVE THE SANDSTONE / GRANITE COURSE.
4. THE BUILDING IS NAMED FULTON HEIGHTS SCHOOL.

KEY:

PRIMARY ENTRANCE:
SECONDARY EGRESS:
UNIT DEMISING WALL:
NON - DEMISING WALL
CL
CLOSET
COMMON AREA

UNIT AREA:

UNIT NO. ONE = [illegible] S.F.
UNIT NO. TWO = 1,034 S.F.
UNIT NO. THREE = 1,132 S.F.
UNIT NO. FOUR = 1,253 S.F.
UNIT NO. FIVE = 1,153 S.F.
UNIT NO. SIX = 1,348 S.F.
UNIT NO. SEVEN = 1,143 S.F.
UNIT NO. EIGHT = 1,101 S.F.
UNIT NO. NINE = 1,123 S.F.
UNIT NO. TEN = 1,331 S.F.
UNIT NO. ELEVEN = 1,524 S.F.

I HEREBY CERTIFY THAT THIS PLAN FULLY AND ACCURATELY DEPICTS THE LAYOUT, LOCATION, UNIT NUMBERS AND DIMENSIONS OF THE UNITS NUMBERED ONE, TWO, THREE, FOUR, FIVE, SIX, SEVEN, EIGHT, NINE TEN, AND ELEVEN IN THE RESIDENCES AT FULTON HEIGHTS CONDOMINIUM AS BUILT.

I HEREBY CERTIFY THAT THIS PLAN FULLY AND ACCURATELY DEPICTS THE LOCATION AND DIMENSIONS OF THE BUILDING AS BUILT AND FULLY LISTS THE UNITS CONTAINED THEREIN, AND FURTHER FULLY AND ACCURATELY DEPICTS, LOCATES, AND PROVIDES THE DIMENSIONS OF ALL LIMITED OR EXCLUSIVE USE COMMON AREAS AND FACILITIES OF THE CONDOMINIUM OUTSIDE OF ANY BUILDING.

I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIP AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

SITE AND FLOOR PLANS
THE RESIDENCES AT FULTON HEIGHTS CONDOMINIUM

NO. 349 FULTON STREET

LAND COURT PLAN NOS. 5971 B, 5971 L, & 6730 B

MEDFORD, MA

SCALE: 1" = 20'-0"

FEBRUARY 2, 2011

D & A SURVEY ASSOCIATES, INC.
P.O. BOX 621 MEDFORD, MA 02155
(781) 324 - 9566 (781) 321 - 2501 (FAX)

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