

DECLARATION OF TRUST

OF

CHAPEL HILL WEST CONDOMINIUM

THE CHAPEL HILL WEST
CONDOMINIUM TRUST

This DECLARATION OF TRUST made this 7 day of
June, 1974, at Framingham, in the County of Middle-
sex, Commonwealth of Massachusetts, by Andrew J. Lane of
Southboro, Massachusetts, John P. Garrahan of Framingham,
Massachusetts and John H. LaChance of Framingham, Massa-
chusetts (hereinafter called the Trustees, which term
and any pronoun referring thereto shall be deemed to
include their successors in trust hereunder and to mean
the trustee or the trustees for the time being hereunder,
wherever the context so permits).

ARTICLE I

Name of Trust

The trust created hereby shall be known as the
Chapel Hill West Condominium Trust and under that name,
so far as legal, convenient and practicable, shall all
business carried on by the Trustees be conducted and shall
all instruments in writing by the Trustees be executed.

ARTICLE II

The Trust and Its Purpose

Section 1. All of the rights and powers in and
with respect to the common areas and facilities of the
Chapel Hill West 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 said Condominium and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder shall vest in the Trustees as joint tenants with right of survivorship as trustees of this trust, in trust to exercise, manage, administer and dispose of the same and to receive the income thereof for the benefit of the owners of record from time to time of the units of said Condominium (hereinafter called the Unit Owners), according to the schedule of undivided beneficial interests in the common areas and facilities (hereinafter referred to as the "beneficial interests") set forth in Article IV hereof and in accordance with the provisions of said Chapter 183A; this trust being the organization of the unit owners established pursuant to the provisions of Section 10 of said Chapter 183A for the purposes therein set forth.

Section 2. 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 relation whatever between themselves with respect to the trust property

property and hold no relation to the Trustees other than of cestuis que trustent, with only such rights as are conferred upon them as such cestuis que trustent hereunder and under and pursuant to the provisions of said Chapter 183A of the General Laws.

ARTICLE III

If and whenever the number of such trustees shall become less than three or less than the number of trustees last determined as aforesaid, a vacancy or vacancies in said office shall be deemed to exist. Each such vacancy shall be filled by an instrument

in writing setting forth (a) the appointment of a natural person to act as such Trustee, signed (i) by any seven Unit Owners who certify under oath that Unit Owners entitled to not less than fifty-one percent (51%) of the beneficial interest hereunder, have voted to make such appointment or (ii) if Unit Owners entitled to such percentage have not within thirty (30) days after the occurrence of any such vacancy made such appointment, by a majority of the then remaining Trustees or by the sole remaining Trustee if only one and (b) the acceptance of such appointment, signed and acknowledged by the person so appointed. Such appointment shall become effective upon the recording with Middlesex County Registry of Deeds of a certificate of such appointment signed by a majority of the then remaining trustees or trustee if any there be still in office or by said seven Unit Owners on behalf of Unit Owners holding at least fifty-one (51%) percent of the beneficial interest if there be no such trustees, together with such acceptance and such person shall then be and become such trustee and shall be vested with the title to the trust property jointly with the remaining or surviving trustees or trustee without the necessity of any act of transfer or conveyance. If for any reason any vacancy in the office of trustee shall continue for more than

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

Section 2. In any matters relating to the administration of the trust hereunder and the exercise of the powers hereby conferred, the trustees may act by majority vote at any duly called meeting at which a quorum is present, as provided in Paragraph A of Section 9 of Article V; provided, however, that in no event shall a majority consist of less than two (2) trustees hereunder and, if and whenever the number of trustees hereunder shall become less than two (2), the then remaining or surviving trustees, if any, shall have no

power or authority whatsoever to act with respect to the administration of the trust hereunder or to exercise any of the powers hereby conferred except as provided in Section 1 of Article III. The trustees may also act without a meeting by instrument signed by a majority of their number.

Section 3. Any trustee may resign at any time by instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds and such resignation shall take effect upon the recording of such instrument with said Registry of Deeds. By vote of Unit Owners entitled to not less than fifty-one (51%) percent of the beneficial interest hereunder but subject to the right of Andrew J. Lane or an entity affiliated with Andrew J. Lane recited in Article III, Section 1 to retain trustees of its choice so long as it owns at least 10 Units, any trustee may be removed with or without cause and the vacancy among the trustees caused by such removal shall be filled in the manner above provided. Such removal shall become effective upon the recording with the Middlesex Registry of Deeds of a certificate of removal signed by a majority of the remaining trustees in office or by seven Unit Owners who certify under oath that Unit Owners holding at least fifty-one (51%) percent of the beneficial interest hereunder have voted such removal.

Section 4. No trustee named or appointed as here-
inbefore provided, whether as original trustee or as
successor to or as substitute for another, shall be
obliged to give any bond or surety or other security
for the performance of any of his duties hereunder, pro-
vided, however, that Unit Owners entitled to not less
than fifty-one (51%) percent of the beneficial interest
hereunder may at any time by instrument in writing signed
by them and delivered to the trustee or trustees affected
require that any one or more of the trustees shall give
bond in such amount and with such sureties as shall be
specified in such instrument. All expenses incident to
any such bond shall be charged as a common expense of
the Condominium.

Section 5. With the approval of a majority of the
trustees, each trustee may receive such reasonable re-
muneration for his services and also additional reasonable
remuneration for extraordinary or unusual services, legal
or otherwise, rendered by him in connection with the
trusts hereof, all as shall be from time to time fixed
and determined by the trustees and such remuneration shall
be a common expense of the Condominium. No compensation
to trustees may be voted by the trustees with respect to
the period before the acquisition of at least fifty-one
(51%) percent of the beneficial interest hereunder by
persons other than Andrew J. Lane or his nominees.

Section 6. No trustee hereinbefore named or appointed as hereinbefore provided shall under any circumstances or in any event be held liable or accountable out of his personal assets or be deprived or compensation by reason of any action taken, suffered or omitted in good faith or be so liable or accountable for more money or other property than he 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 anything except his own personal and willful malfeasance and defaults.

Section 7. No trustee shall be disqualified by his office from contracting or dealing with the trustees or with one or more Unit Owners (whether directly or indirectly because of his interest individually or the trustees' interest or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any other reason), as vendor, purchaser or otherwise, nor shall any such dealing, contract or arrangement entered into in respect of this trust in which any trustee shall be in any way interested be avoided nor shall any trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or

arrangement by reason of such trustee's holding office or of the fiduciary relation hereby established, provided the trustee shall act in good faith and shall disclose the nature of his interest before the dealing, contract or arrangement is entered into.

Section 8. The trustees and each of them shall be entitled to indemnity both out of the trust property and by the Unit Owners against any liability incurred by them or any of them in the execution hereof, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for his share of the common expenses of the Condominium and for his proportionate share of any claims involving the trust property in excess thereof, all as provided in Section 6 and 13 of said Chapter 183A. Nothing in this paragraph contained shall be deemed, however, to limit in any respect the powers granted to the trustees in this instrument.

ARTICLE IV

Beneficiaries and the Beneficial Interest in the Trust

Section 1. The cestuis que trustent shall be the Unit Owners of The Chapel Hill West Condominium for the time being. The beneficial interest in the trust hereunder shall be divided among the Unit Owners in the per-

centages of undivided beneficial interest appertaining to the Units of the Condominium as shown in Schedule A attached hereto and incorporated herein.

Section 2. 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 of said Units is owned of record by more than one person, the several owners of such Unit shall (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder and (b) notify the trustees of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the trustees may designate any one such owner for such purposes.

ARTICLE V

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

Section 1. Powers of the Trustees

The trustees shall, subject to and in accordance with

all applicable provisions of said Chapter 183A, have the absolute control, management and disposition of the trust property (which term as herein used shall insofar as applicable be deemed to include the common areas and facilities of the Condominium) as if they were the absolute owners thereof, free from the control of the Unit Owners (except as limited in this trust instrument) and, without by the following enumeration 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 said Chapter 183A, at any time and from time to time and without the necessity of applying to any court or to the Unit Owners for leave so to do:

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

(ii) To sell, assign, convey, transfer, exchange and otherwise deal with or dispose of the trust property but not the whole thereof, free and discharged of any and all trusts at public or private sale, to any person or persons, for cash or on credit and in such manner, or such restriction, stipulations, agreements and reservations as they

shall deem proper, including the power to take back mortgages to secure the whole or any part of the purchase price of any of the trust property sold or transferred by them and to execute and deliver any deed or other instrument in connection with the foregoing;

(iii) To purchase or otherwise acquire title to and to rent, lease or hire from others for terms which may extend beyond the termination of this trust any property or rights to property, real or personal, and to own, manage, use and hold such property and such rights;

(iv) To borrow or in any other manner raise such sum or sums of money or other property as they shall deem advisable in any manner and on any terms and to evidence the same by notes, bonds, securities or other evidences of indebtedness, which may mature at a time or times, even beyond the possible duration of this trust, and to execute and deliver any mortgage, pledge or other instrument to secure any such borrowing;

(v) To enter into any arrangement for the use or occupation of the trust property or any part or parts thereof, including, without thereby limiting the generality of the foregoing, leases, subleases, easements, licenses or concessions, upon such terms and conditions and with such stipulations and agreements as they shall

deem advisable, even if the same extend beyond the possible duration of this trust;

(vi) To invest and reinvest the trust property or any part or parts thereof and from time to time and as often as they shall see fit to change investments, including power to invest in all types of securities and other property, of whatsoever nature and however denominated, all to such extent as to them shall seem proper and without liability for loss, even though such property or such investments shall be of a character or in an amount not customarily considered proper for the investment of trust funds or which does or may not produce income;

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

(viii) To determine whether receipt by them constitutes principal or income or surplus and to allocate between principal and income and to designate as capital or surplus any of the funds of the trust;

(ix) To vote in such manner as they shall think fit any or all shares in any corporation or trust which shall be held as trust property and for that purpose to give proxies, to any person or persons or to one or more

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

(x) To deposit any funds of the trust in any bank or trust company and to delegate to any one or more of their number or to any other person or persons, the power to deposit, withdraw and draw checks on any funds of the trust;

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

(xii) To employ, appoint and remove such agents, managers, officers, board of managers, brokers, engineers, architects, employees, servants, assistants and counsel (which counsel may be a firm of which one or more of the trustees are members) as they shall deem proper for the purchase, sale or management of the trust property or any part or parts thereof, or for conducting the business of the trust, and may define their respective duties and fix and pay their compensation and the trustees shall not be answerable for the acts and defaults of any such person. The trustees may delegate to any such agent, manager, officer, board, broker, engineer, architect, employee, servant, assistant or counsel any or all of their powers (including

discretionary powers, except that the power to join in amending, altering, adding to, terminating or changing this Declaration of Trust and the trust hereby created shall not be delegated) all for such times and purposes as they shall deem proper. Without hereby limiting the generality of the foregoing, the trustees may designate from their number a Chairman, a Treasurer, a Secretary and such other officers as they deem fit and may from time to time designate one or more of their own number to be the Managing Trustee or Managing Trustees, for the management and administration of the trust property and the business of the trust or any part or parts thereof.

(xiii) To make arrangements for the loan to the Condominium of art collections and to pay insurance and maintenance charges in connection therewith; and

(xiv) Generally, in all matters not herein otherwise specified, to control, do each and everything necessary, suitable, convenient, or proper for the accomplishment of any of the purposes of the trust or incidental to the powers herein or in said Chapter 183A, manage and dispose of the trust property as if the trustees were the absolute owners thereof and to do any and all acts, including the execution of any instruments, which by their performance thereof shall be shown to be in their judgment for the best

interests of the Unit Owners.

Section 2. Maintenance and Repair of Units

The Unit Owners shall be responsible for the proper maintenance and repair of their respective Units and the maintenance, repair and replacement of utility fixtures therein serving the same, including, without limitation, interior finish walls, ceilings and floors; the interior portions of windows and window frames and interior window trim; doors; the interior portions of door frames and interior door trim; plumbing and sanitary waste fixtures and fixtures for water and other utilities; electrical fixtures and outlets; and all wires, pipes, drains and conduits for water, sewerage, electric power and light, telephone and any other utility services which are contained in and serve such Unit. If the trustees shall at any time in their reasonable judgment determine that the interior of a Unit is in such need of maintenance or repair that the market value of one or more other Units is being adversely affected or that the condition of a Unit or any fixtures, furnishing, facility or equipment therein is hazardous to any unit or the occupants thereof, the trustees shall in writing request the Unit Owner to perform the needed maintenance, repair or replacement or to correct the hazardous 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 for the account of such Unit Owner whose Unit is in need of work and to enter upon and have access to such Unit for the purpose and the cost of such work as is reasonably necessary therefor shall constitute a lien upon such Unit and the Unit Owner thereof shall be personally liable therefor.

Section 3. Maintenance, Repair and Replacement of Common Areas and Facilities and Assessment of Common Expenses Thereof.

The trustees shall be responsible for the proper maintenance, repair and replacement of the common areas and facilities of the Condominium (see Section 5 for specific provisions dealing with repairs and replacement necessitated because of casualty loss) and such may be done through the Managing Agent, as hereinafter provided and *a majority of trustees* or the Managing Agent, or any others who may be so designated by the trustees, may approve payment of vouchers for such work and the expenses of such maintenance, repair and replacement shall be assessed to the Unit

Owners as common expenses of the Condominium at such times and in such amounts as provided in Section 4, Article 5.

Section 4. Common Expenses, Profits and Funds

A. The Unit Owners shall be liable for common expenses and entitled to common profits of the Condominium in proportion to their respective percentages of beneficial interest as determined in Article IV hereof. The trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The trustees may, to such extent as they deem advisable, set aside common funds of the Condominium as reserve or contingent funds and may use the funds so set aside for reduction or indebtedness or other lawful capital purpose, or subject to the provisions of the following Paragraphs B and C of this Section 4, for repair, rebuilding or restoration of the trust property or for improvements thereto and the funds so set aside shall not be deemed to be common profits available for distribution.

B. 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

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and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The trustees shall promptly render statements to the Unit Owners for their respective shares of such assessment, according to their percentages of interest in the common areas and facilities and such statements shall, unless otherwise provided therein, be due and payable within thirty days after the same are rendered. In the event that the trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, or in the reasonable opinion of the trustees likely to be incurred, the trustees shall make a supplemental assessment or assessments and render statements therefor in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The trustees may in their discretion provide for payments of statements in monthly or other installments. The amount of each such statement shall be a personal liability of the Unit Owner and if not paid when due shall carry a late charge at a rate equal to the First National Bank of Boston prime interest rate at the time such payment was due and shall constitute a lien on the Unit of the Unit Owner assessed, pursuant

D. The trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by provisions of said Chapter 183A.

Section 5. Rebuilding and Restoration, Improvements

A. In the event of any casualty loss to the trust property the trustees shall determine in their reasonable discretion whether or not such loss exceeds ten per cent 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 per cent of such value, the trustees shall proceed with the necessary repairs, rebuilding or restoration in the manner provided in Paragraph (a) of Section 17 of said Chapter 183A. If such loss as so determined does exceed ten per cent of such value, the trustees shall forthwith submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) by the Unit Owners authorizing the trustees to proceed with the necessary repair, rebuilding or restoration and (b) a copy of the provisions of said Section 17; and the trustees shall thereafter proceed in accordance

with, and take such further action as they may in their discretion deem advisable in order to implement, the provisions of Paragraph (b) of said Section 17.

B. If and whenever the trustees shall propose to make any improvement to the common areas and facilities of the Condominium, or shall be requested in writing by the Unit Owners holding twenty-five per cent or more of the beneficial interest in this trust to make any such improvement, the trustees shall submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof and authorizing the trustees to proceed to make the same and (b) a copy of the provisions of Section 18 of said Chapter 183A. Upon (a) the receipt by the trustees of such agreement signed by the Unit Owners holding seventy-five per cent or more of the beneficial interest or (b) the expiration of ninety days after such agreement was first submitted to the Unit Owners, whichever of said (a) and (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 agreement. If such percentage exceeds seventy-five per cent, the trustees shall proceed to make the

improvement or improvements specified in such agreement and, in accordance with said Section 18 of Chapter 183A, shall charge the cost of improvement to all the Unit Owners. The agreement so circulated may also provide for separate agreement by the Unit Owners that if Unit Owners holding more than fifty per cent but less than seventy-five per cent of the beneficial interest so consent, the trustees shall proceed to make such improvement or improvements and shall charge the same to the Unit Owners so consenting.

C. Notwithstanding anything in the preceding Paragraphs A and B contained, (a) in the event that any Unit Owner or Owners shall by notice in writing to the trustees dissent from any determination of the trustees with respect to the value of the Condominium or any other determination or action of the trustees under this Section 5 and such dispute shall not be resolved within thirty days after such notice, then either the trustees or the dissenting Unit Owner or Owners may submit the matter to arbitration and for that purpose one arbitrator shall be designated by the trustees, one of the dissenting Unit Owner or Owners and a third by the two arbitrators so designated and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association and (b) the trustees

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

Section 6. Rules, Regulations, Restrictions and Requirements

The trustees may at any time and from time to time adopt, amend and rescind administrative rules and regulations governing the details of the operation and use of the common areas and facilities and such restrictions on and requirements respecting the use and maintenance of the Units and the use of the common areas and facilities as are consistent with provisions of the Master Deed and are designated to prevent unreasonable interference with the use by the Unit Owners of their Units and of the common areas and facilities and the trustees do hereby adopt the Rules and Regulations annexed to this Declaration of Trust, which Rules and Regulations are incorporated herein by reference.

Section 7. Managing Agent

The trustees may, at their discretion, appoint a manager or managing agent 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. The trustees or such manager or managing agent may appoint, employ and remove such additional agents, attorneys, accountants or employees as the trustees may from time to time determine.

Section 8. Insurance

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

A. Casualty or physical damage insurance on the Buildings and all other insurable improvements forming part of the Condominium (including all 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 eighty per cent of their full replacement value (exclusive of foundations) as determined by the trustees in their judgment, against (1) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, together with coverage for the payment of common ex-

penses with respect to damaged Units during the period of reconstruction and (2) such other hazards and risks as the trustees from time to time in their discretion shall determine to be appropriate, including but not limited to vandalism, malicious mischief, windstorm and water damage, boiler and machinery explosion or damage and plate glass damage. All policies of casualty or physical damage insurance shall provide (1) that such policies may not be cancelled or substantially modified without at least ten days' prior written notice to all of the insureds, including each Unit mortgagee and (2) that the coverage thereof shall not be terminated for nonpayment of premiums without thirty days' notice to all of the insureds including each Unit mortgagee. Certificates of such insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered by the trustees to all Unit Owners and their mortgagees upon request, at least ten days prior to the expiration of the then current policies.

B. Comprehensive public liability insurance in such amounts and forms as shall be determined by the trustees, covering the Trust, the trustees, all of the Unit Owners and any manager or managing agent of the Condominium, with limits of not less than a single limit of \$1,000,000 for claims for bodily

injury or property damage arising out of one occurrence and a limit of \$100,000 for each occurrence for water damage legal liability and with cross liability endorsement to cover liability of any insured to other insureds.

C. Workmen's compensation and employer's liability insurance covering any employees of the Trust.

D. Elevator liability and collision insurance.

E. Such other insurance as the trustees shall determine to be appropriate, including insurance for any art collection loaned to the Condominium for display therein.

Such master policies shall provide that all casualty loss proceeds hereunder shall be paid to the trustees as insurance trustees under these by-laws. The sole duty of the trustees are paid and to hold, use and disburse the same for the purposes stated in this Section and Section 5, Article 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 owners of damaged Units in proportion to the respective costs or repair or restoration of the damaged portions of the common areas and facilities and of each damaged Unit, with each share to be disbursed 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 of proceeds above such costs of repair or restoration to be paid to the Trust or Unit Owner for whom held upon completion of repair or restoration; but if pursuant to Section 5, Article 5 restoration or repair is not to be made, all insurance loss proceeds shall be held as common funds of the Trust and applied for the benefit of Unit Owners in proportion to their percentage interests as lited in Section 1, Article 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 a Unit Owners' mortgagee if the mortgage with respect to such unit so requires. Such master policies shall contain (1) waivers of subrogation as to any claims against the Trust, the trustees and their agents and employees and against the Unit Owners and their respective employees, agents and guests, (2) waivers of any defense based on the conduct of any insured, and (3) provisions to the effect that the insurer shall not be entitled to contribution as against casualty insurance which may be purchased by individual Unit

Owners as hereinafter permitted.

Each Unit Owner or his mortgagee may obtain additional insurance at his own expense, provided that all such insurance shall contain provisions similar to those required to be contained in the Trust's master policies waiving the insurer's rights to subrogation and contribution. If the proceeds from the master policies on account of any casualty loss are reduced due to proration with insurance individually purchased by a Unit Owner, such Unit Owner agrees to assign 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 improvement.

F. The cost of such insurance shall be deemed a common expense assessable and payable as provided in Section 4, Article 5.

Section 9. Meetings

A. The trustees shall meet annually on the

date of the annual meeting of the Unit Owners and at such meeting may elect the Chairman, Treasurer, Secretary and any other officers they deem expedient. Other meetings may be called by any trustee (if there be no more than three then in office) and in such other manner as the trustees may establish, provided, however, that written notice of each meeting stating the place, day and hour thereof shall be given at least two days before such meeting to each trustee. A majority of the number of trustees then in office shall constitute a quorum at all meetings, and such meetings shall be conducted in accordance with such rules as the trustees may adopt.

B. There shall be an annual meeting of the Unit Owners on the second Thursday of November in each year at 8:00 P.M. at such reasonable place and time as may be designated by the trustees by written notice given to the Unit Owners at least seven days prior to the date so designated. Special meetings (including a meeting in lieu of a passed annual meeting) 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 more than thirty-three per cent 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 seven days prior to the date so designated.

Section 10. 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 a 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 in Chapel Hill West or by delivery or mailing the same to such Unit if such Unit appears as the Unit Owner's address or, if no address appears, in any case, at least seven days prior to the date fixed for the happening of the matter, thing or event of which such notice is given.

Section 11. Inspection of Books; Reports to Unit Owners

Books, accounts and records of the trustee shall be open to inspection to any one or more of the trustees and the Unit Owners at all reasonable times. The trustees shall, as soon as reasonably possible

after the close of each fiscal year, or oftener if convenient to them, submit to the Unit Owners a report of the operations of the trustee for such year which shall include financial statements certified by a certified public accountant 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 12. 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 *A MAJORITY OF TRUSTEES* (or by one trustee if there is only one), or by any person or persons to whom such power may at any time or from time to time be delegated by not less than a majority of the trustees.

Section 13. Seal

The seal of the trustees shall be circular in form, bearing the inscription Chapel Hill West Condominium Trust - 1972 - but such seal may be altered by the trustees at pleasure and the trustees

may, at any time or from time to time, at their option, adopt a common or wafer seal which shall be valid for all purposes, or they may sign any instrument under seal without being required to affix a formal, common or wafer seal.

Section 14. 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.

amendment

SECTION 15 Standing Committee
ARTICLE VI

RIGHTS AND OBLIGATIONS OF THIRD PARTIES DEALING WITH THE TRUSTEES

Section 1. 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 changes 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 of the resignation or appointment of any trustee, and any instrument of appointment of a new trustee or resignation of an old trustee purporting to be executed by the trustees, Unit Owners or other persons herein required to execute the same, shall be conclusive evidence in favor of any such purchaser or other person dealing with the trustees of the matters therein recited relating to such discharge, resignation or appointment or the occasion thereof.

Section 2. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant, or agreement, whether oral or written, made, issued, or executed by the trustees or by any agent or employee of the trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable 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 for the payment of any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the trustees, so that neither the trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed, to limit or impair the liability of Unit Owners under provisions of Section 8 of Article III hereof or under provisions of said Chapter 183A.

Section 3. 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 4. This Declaration of Trust and any amendments hereto and any certificate herein required to be recorded 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 with said 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 thereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of trustee or trustees, when the same shall be recorded with said Registry of Deeds. Any certificate signed by two trustees in office at the time (only one trustee if there is

only one at the time), setting forth as facts any matters affecting the trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries, and as to matters determining the authority of the trustees to do any act, when duly acknowledged and recorded with said Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the trustees, acting in reliance thereon. Any certificate executed by any trustee hereunder, or by a majority of the trustees hereunder, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such trustee or majority, as the case may be, shall, as to all persons acting in good faith in reliance thereon be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

ARTICLE VII

Amendments and Termination

Section 1. The trustees, with the consent in writing of Unit Owners entitled to not less than seventy-five per cent (75%) of the beneficial interest hereunder, may at any time and from time

to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent, the trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change (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 an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds, by any two Trustees, if there be at least two then in office (or one

trustee if there be only one), 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 2. The trust hereby created shall terminate only upon the removal of the Chapel Hill Condominium from the provisions of said Chapter 183A, in accordance with the procedure therefor set forth in Section 19 of said Chapter.

Section 3. 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, all other property then held by them in trust hereunder, to the Unit Owners according to their respective percentages of beneficial interest hereunder. And 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 any contract of sale and to resell without being answerable for loss and, for said purposes, to do all things, including the execution and delivery of instruments, as may be their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the trustees shall continue as to all other powers herein given to the trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of trust property may have passed.

ARTICLE VIII

Construction and Interpretation

In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively 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 or different parts hereof, the table of contents and the marginal notes, if any, are inserted only for convenience of reference and are not to be taken to any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts. Unless the context otherwise indicates, words defined in said Chapter 183A shall have the same meaning herein.

IN WITNESS WHEREOF the said Andrew J. Lane,

John P. Garrahan and John H. LaChance have
hereunto set their hands and seals on the
day of _____, 1974.

Andrew J. Lane

John P. Garrahan

John H. LaChance

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

_____, 1974

Then personally appeared the above named Andrew
J. Lane, John P. Garrahan and John H. LaChance and acknowl-
edged the foregoing instrument to be their free act and
deed, before me,

Notary Public

My commission expires: _____

SCHEDULE A

UNIT DESIGNATIONS AND THEIR RESPECTIVE PERCENTAGE OF OWNERSHIP IN
THE COMMON AREAS

<u>UNIT NO.</u>	<u>% OF OWNERSHIP IN COMMON AREA</u>
101	.543071
102	.605493
103	.543071
104	.605493
105	.543071
106	.605593
107	.674157
108	.761548
109	.674157
110	.761548
111	.418227
112	.480649
113	.418227
114	.480649
115	.418227
116	.480649
117	.418227
118	.480649
119	.674157
120	.761548
121	.674157
122	.761548
123	.543071
124	.605493
125	.543071
126	.605493
127	.543071
128	.605493
201	.549313
202	.611735
203	.549313
204	.611735
205	.549313
206	.611735
207	.680399
208	.767790
209	.680399
210	.767790
211	.424469
212	.486891
213	.424469

133.10

UNIT NO.

% OF OWNERSHIP IN
COMMON AREA

214	.486891
215	.424469
216	.486891
217	.424469
218	.486891
219	.680399
220	.767790
221	.680399
222	.767790
223	.549313
224	.611735
225	.549313
226	.611735
227	.549313
228	.611735
301	.555555
302	.617977
303	.555555
304	.617977
305	.555555
306	.617977
307	.686641
308	.774032
309	.686641
310	.774032
311	.430711
312	.493133
313	.430711
314	.493133
315	.430711
316	.493133
317	.430711
318	.493133
319	.686641
320	.774032
321	.686641
322	.774032
323	.555555
324	.617977
325	.555555
326	.617977
327	.555555
328	.617977
401	.561797
402	.624219

UNIT NO. % OF OWNERSHIP IN
COMMON AREA

403	.561797
404	.624219
405	.561797
406	.624219
407	.692883
408	.780274
409	.692883
410	.780274
411	.436954
412	.499375
413	.436954
414	.499375
415	.436954
416	.499375
417	.436954
418	.499375
419	.692883
420	.780274
421	.692883
422	.780274
423	.561797
424	.624219
425	.561797
426	.624219
427	.561797
428	.624219
501	.568039
502	.630641
503	.568039
504	.630641
505	.568039
506	.630641
507	.699126
508	.786516
509	.699126
510	.786516
511	.443196
512	.505617
513	.443196
514	.505617
515	.443196
516	.505617
517	.443196
518	.505617
519	.699126
520	.786516

<u>UNIT NO.</u>	<u>% OF OWNERSHIP IN COMMON AREA</u>
521	.699126
522	.786516
523	.568039
524	.630641
525	.568039
526	.630641
527	.568039
528	.630641
601	.574282
602	.636704
603	.574282
604	.636704
605	.574282
606	.636704
607	.705368
608	.792759
609	.705368
610	.792759
611	.449438
612	.511860
613	.449438
614	.511860
615	.449438
616	.511860
617	.449438
618	.511860
619	.705368
620	.792759
621	.705368
622	.792759
623	.574282
624	.636704
625	.574282
626	.636704
627	.574282
628	.636704

CHAPEL HILL WEST CONDOMINIUM
Amendment to Master Deed
See Book 12645, Page 243

We, Harry Intrilligator, Richard Thompson, Paul Gorden, Marcia Everett and Alfred Connell, being a majority of the Trustees of Chapel Hill West Condominium Trust u/d/t dated June 7, 1974 and recorded with Middlesex South Registry of Deeds at Book 12645, Page 266, as from time to time amended do hereby certify that the Master Deed of said Condominium as recorded with Middlesex South Registry of Deeds in Book 12645, Page 243 and confirmed by confirmatory Master Deed dated January 28, 1975 and recorded with said deeds at Book 12754, Page 228, as from time to time amended, is hereby further amended by this instrument in writing which has been signed by the owners of the units entitled to 75% or more of the undivided interest in the common areas and facilities of this Condominium whose signatures appear below as provided in Section 9 of said Master Deed, as follows:

Section 5 of the Master Deed is hereby amended by adding thereto the following:

5.1 Parking spaces. Notwithstanding any other language in this Master Deed, the Confirmatory Master Deed or any amendment to this Master Deed the 74 parking spaces referred to in the "Confirmatory Master Deed of the Chapel Hill West Condominium" dated January 28, 1975 and recorded in Middlesex South Registry of Deeds at Book 12754, Page 228 are hereby defined as being "Limited Common Elements" of said condominium meaning and intending to mean thereby that each unit owner who has received a deed to a parking space from the Grantor/Sponsor of this Condominium, or its successors and assigns, whether by way of deed or right to use has the exclusive right to use said space or spaces which "right to use" runs concurrently with said individual's ownership of his condominium unit or units and must be conveyed when said unit owner no longer owns units in this condominium his right to use expiring and lapsing on the date of conveyance of his last unit and that as part of retaining the privilege of the exclusive right to use said parking space or spaces the said unit owner is obliged to pay for and reimburse the Chapel Hill West Condominium Trust of and from any and all costs and expenses related to the repair, maintenance, upkeep and operation of said parking space or spaces which are defined as having the physical boundaries of:

Floors: From the top of the slab or foundation footings facing upward toward the garage.

Ceilings: From the unpainted surface of the ceiling facing down.

Walls: Where applicable, from the unpainted surface of the walls facing in.

Sides: From floor to ceiling along a plane defined as being the parking space on the parking plan filed with the Master Deed, as from time to time amended.

General: Included within the garage area common to all garage spaces, the expenses of the repair, replacement and maintenance of which are to be equally divided among each of the garage spaces are all lighting and electrical fixtures within the defined space as well as all exhaust fans in the garage area. Doors, windows and frames supporting the same are included within the garage area.

All expenses attributable thereto with regard to maintenance, repairs, upkeep and improvements are and shall be charged to the individuals who have the exclusive use of said common spaces proportionally in accordance with the number of spaces owned by them to be added to and made a part of their common fee for their condominium unit or units, the collection of which shall be enforced in the same manner as provided for in the Chapel Hill West Condominium Trust and General Laws, Ch. 183A of the Commonwealth of Massachusetts for the collection of common fees. Said costs and expenses include, by way of illustration and not by way of limitation:

A. FIXED COSTS

1. Electricity
 - a. Garage Lighting
 - b. Garage Exhaust Fans
2. Labor
 - a. Sweeping
 - b. Bulb Changing
3. Supplies
 - a. Bulbs

B. VARIABLE COSTS

1. Parking Space Lines
2. Painting
3. Floor Patching
4. Fixtures
5. Supplies

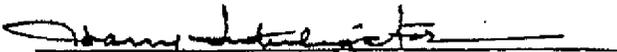
No parking space shall be sold, leased or conveyed except to persons who own units or who reside in the condominium.

There is hereby reserved to the Condominium Trust and all of the Unit Owners of said Condominium, their guests and invitees a right of way to use the passageways for purposes of access and egress to and from the Condominium building including the right to drive motor vehicles over said passageways, stop to allow passengers to alight or enter vehicles and for the purpose of picking up or dropping off passengers and there is further reserved to the Condominium Trust and all of the Unit Owners of the Condominium, their guests and invitees the right to use of the exercise rooms and use and access to storage area for such purposes as said rooms are intended.

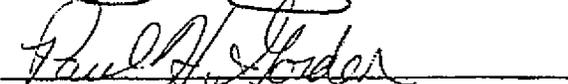
Each and every of the persons currently entitled to the exclusive use of a garage space as aforesaid hereby for themselves, their heirs, successors and assigns consent to the above amendment which shall be effective from and after the recording of this document with the aforesaid Registry of Deeds.

Whereas certain areas of the garage are used by individuals within the Condominium and the Condominium Trust eventhough they do not have the exclusive right to use parking spaces in the garage, a pro rata share of the common garage expenses (except painting of parking space dividing lines) shall be borne by the Condominium Trust. Said pro rata share is hereby defined to be 30% of the common expenses attributable to the garage area.

IN WITNESS WHEREOF, we, the undersigned Trustees, do hereunto set our hands and seals this 23 day of October, 1985.


HARRY INTRILLIGATOR, TRUSTEE


RICHARD THOMPSON, TRUSTEE


PAUL GORDEN, TRUSTEE

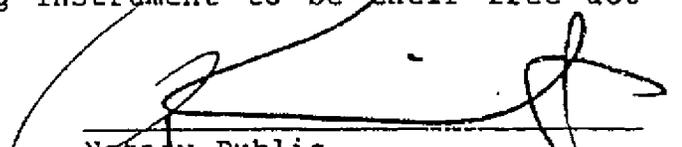

MARCIA EVERETT, TRUSTEE


ALFRED CONNELL, TRUSTEE

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS:

Then personally appeared the above-named, Harry Intrilligator, Richard Thompson, Paul Gorden, Marcia Everett and Alfred Connell, Trustees of Chapel Hill West Condominium Trust and acknowledged the foregoing instrument to be their free act and deed.


Notary Public
My Commission Expires: 8/3/88
#7115

AMENDMENT OF MASTER DEED
CHAPEL HILL WEST CONDOMINIUM

The undersigned, being the owners of units in the Chapel Hill West Condominium entitled to seventy-five (75%) percent or more of the undivided interest in the common areas and facilities of the Chapel Hill West Condominium and the trustees of the Chapel Hill West Condominium Trust dated June 7, 1974 and recorded with the Middlesex South District Registry of Deeds in Book 12645, Page 266, which condominium is located at 1550 Worcester Road, Framingham, Massachusetts and which was created by Master Deed dated June 7, 1974 and recorded with the Middlesex South District Registry of Deeds in Book 12645, Page 243, as confirmed by Confirmatory Master Deed dated January 28, 1975, and recorded in Book 12754, Page 228, do hereby in accordance with Section 9 of said Master Deed, amend the said Master Deed by adding the following:

Subsection (d) to Section 8:

"(d) Enforcement of the above said restrictions shall be by an action at law or equity by the Trustees of the Chapel Hill West Condominium Trust. A Unit Owner held responsible for violation of the above restrictions shall pay the reasonable attorney's fees or costs incurred by the Trust and the Unit Owners in enforcing the above-named restrictions.";

and further amend Section 4 of the said Master Deed by deleting Subsection (b) of Paragraph 1, Section 9 and substituting therefor the following:

"(b) Signed and acknowledged by a majority of the Trustees of the Chapel Hill West Condominium Trust, it being the responsi-

*page 9
Master deed*

*page 10
Master deed*

bility of the Trustees to have the instrument property executed by a majority of the Trustees once the said amendment instrument has been signed by the required number of owners of units,"

WITNESS our hands and seals the 17th day of March, 1981.

CHAPEL HILL WEST CONDOMINIUM
Trustees

UNIT OWNERS

Alfred L. Connell
Alfred L. Connell

Carol A. McCarthy
Carol A. McCarthy

Arlene Stoller
Arlene Stoller

Doris Gerstein
Doris Gerstein

Alfred L. Connell
(Unit 102, 605493 %)
Alfred L. Connell

Alfred L. Connell
(Unit 104, 605493 %)

Alfred L. Connell
(Unit 213, 42469 %)

Alfred L. Connell
(Unit 527, 565039 %)

Alfred L. Connell
(Unit 584, 630641 %)

Arlene Stoller
(Unit 410, 70074 %)
Arlene Stoller

Adolph Al Trilling
(Unit 522, 786516 %)
Adolph Trilling

Abraham B. Berkowitz
(Unit 321, 686641 %)
Abraham Berkowitz

Lilyan Berkowitz - Pinsky
(Unit 401, 692883 %)
Lilyan Berkowitz

UNIT OWNERS

David Singer
(Unit 511, 443196 §)
David Singer

William Everett
(Unit 396, 55641 §)
William Everett

Ramon A. Milton
(Unit 603, 579282 §)
Ramon A. Milton

Charles H. McCarthy
(Unit 416, 449395 §)
Charles H. McCarthy

Richard B. Thompson
(Unit 317, 430711 §)
Richard B. Thompson

Richard B. Thompson
(Unit 323, 555555 §)
Richard B. Thompson

Richard B. Thompson
(Unit 523, 568039 §)
Richard B. Thompson

Richard B. Thompson
(Unit 524, 630641 §)
Richard B. Thompson

Richard B. Thompson
(Unit 525, 568039 §)
Richard B. Thompson

Charles W. Jiggett
(Unit 627, 574282 §)
Charles W. Jiggett

Arnold Robinson
(Unit 307, 686641 §)
Arnold Robinson

Jerome Briner
(Unit 223, 549313 §)
Jerome Briner

Jerome Briner Proxy
(Unit 221, 580399 §)
Jerome Briner Proxy

Paul Berger
(Unit 228, 61735 §)
Paul Berger

Paul Berger
(Unit 318, 49333 §)
Paul Berger

Jerome Briner Proxy
(Unit 224, 61735 §)
Jerome Briner

Annette Janoff
(Unit 225, 5445313 §)
Annette Janoff

Charles W. Jiggett (Proxy)
(Unit 625, 574282 §)
Charles W. Jiggett

Donna Robinson (Proxy)
(Unit 310, 774032 §)
Donna Robinson

Carol A. McCarthy (Proxy)
(Unit 324, 61717 §)
Carol A. McCarthy

(Unit _____, _____ §)

UNIT OWNERS

Lilyan Berkowitz (Ret)
(Unit 405, 561797 %)

Lilyan Berkowitz

Lilyan Berkowitz
(Unit 123, 543071 %)

Lilyan Berkowitz
(Unit 422, 782274 %)

Lilyan Berkowitz
(Unit 322, 774032 %)

Lilyan Berkowitz
(Unit 203, 54423 %)

Lilyan Berkowitz
(Unit 420, 782274 %)

Lilyan Berkowitz
(Unit 404, 622204 %)

Lilyan Berkowitz
(Unit 618, 511620 %)

Margaret Martin
(Unit 1608, 742290 %)

Robert P. Thimot
(Unit 320W, 774032 %)

Robert P. Thimot
(Unit 326W, 617777 %)

Roy Broux
(Unit 215W, 430711 %)

Phyllis Sandler
(Unit 322W, 617777 %)

Phyllis Sandler

Manuel Karas
(Unit 409, 692883 %)

Jeff Rohner
(Unit 5152, 443196 %)

Eleanor J. Mahaney
(Unit 411W, 486591 %)

Jeffrey Feldman
(Unit 401, 561797 %)

Lori Gerden
(Unit 402, 624217 %)

Anna Tenaglia 424
(Unit 424, 624217 %)

Roberta Molliver
(Unit 115W, 418227 %)

Constantine Rhodes
(Unit 215, 422446 %)

Phyllis F. Arnoff
(Unit 419W, 692883 %)

L. Jack Bloom
(Unit 409, 692883 %)

Constance Harizi
(Unit 313, 430711 %)

Ellen H. Keoghane - Helend / Mary Kay
(Unit 306, 617977 %)

Jolen J. Morse
(Unit 411W, 746454 %)

Jolen J. Morse

UNIT OWNERS

Carol A. McCarthy
(Unit 425, 561777 %) APX4
Carol A. McCarthy

Carol A. McCarthy
(Unit 416, 479315 %) APX4

Carol A. McCarthy
(Unit 415, 436254 %)

Carol A. McCarthy
(Unit 408, 780274 %)

Carol A. McCarthy
(Unit 423, 561797 %)

Carol A. McCarthy
(Unit 501, 568039 %)

Carol A. McCarthy
(Unit 505, 549313 %)

Carol A. McCarthy
(Unit 303, 555055 %)

Carol A. McCarthy
(Unit 528, 630641 %)

Carol A. McCarthy
(Unit 501, 549313 %)

Carol A. McCarthy
(Unit 105, 543071 %)

Carol A. McCarthy
(Unit 106, 605493 %)

Carol A. McCarthy
(Unit 112, 480649 %)

Carol A. McCarthy
(Unit 120, 761548 %)

Carol A. McCarthy
(Unit 124, 605493 %)

Carol A. McCarthy
(Unit 208, 767790 %)

Carol A. McCarthy
(Unit 222, 767790 %)

Carol A. McCarthy
(Unit 507, 699126 %)

Carol A. McCarthy
(Unit 509, 699126 %)

Carol A. McCarthy
(Unit 521, 699126 %)

Carol A. McCarthy
(Unit 526, 630641 %)

Carol A. McCarthy
(Unit 101, 543071 %)

Carol A. McCarthy
(Unit 107, 674157 %)

Carol A. McCarthy
(Unit 108, 761548 %)

Carol A. McCarthy
(Unit 109, 674157 %)

Carol A. McCarthy
(Unit 111, 480649 %)

UNIT OWNERS

Carol A Mc Carthy
(Unit 112, 480649 %)

Carol A Mc Carthy
(Unit 113, 418227 %)

Carol A Mc Carthy
(Unit 114, 480649 %)

Carol A Mc Carthy
(Unit 116, 480649 %)

Carol A Mc Carthy
(Unit 117, 418227 %)

Carol A Mc Carthy
(Unit 119, 674157 %)

Carol A Mc Carthy
(Unit 121, 674157 %)

Carol A Mc Carthy
(Unit 125, 543071 %)

Carol A Mc Carthy
(Unit 126, 605493 %)

Carol A Mc Carthy
(Unit 128, 605493 %)

Carol A Mc Carthy
(Unit 202, 611735 %)

Carol A Mc Carthy
(Unit 204, 611735 %)

Carol A Mc Carthy
(Unit 206, 611735 %)

Carol A Mc Carthy
(Unit 209, 686399 %)

Carol A Mc Carthy
(Unit 210, 767190 %)

Carol A Mc Carthy
(Unit 211, 424469 %)

Carol A Mc Carthy
(Unit 216, 486891 %)

Carol A Mc Carthy
(Unit 217, 424469 %)

Carol A Mc Carthy
(Unit 227, 549313 %)

Carol A Mc Carthy
(Unit 304, 611977 %)

Carol A Mc Carthy
(Unit 311, 430711 %)

Carol A Mc Carthy
(Unit 312, 473133 %)

Carol A Mc Carthy
(Unit 316, 473133 %)

Carol A Mc Carthy
(Unit 319, 686641 %)

Carol A Mc Carthy
(Unit 325, 533353 %)

Carol A Mc Carthy
(Unit 327, 533353 %)

UNIT OWNERS

Carola Mc Carthy
(Unit 403, 561797 §)

Carola Mc Carthy
(Unit 406, 624219 §)

Carola Mc Carthy
(Unit 412, 499375 §)

Carola Mc Carthy
(Unit 413, 436954 §)

Carola Mc Carthy
(Unit 426, 654219 §)

Carola Mc Carthy
(Unit 503, 568039 §)

Carola Mc Carthy
(Unit 505, 568039 §)

Carola Mc Carthy
(Unit 513, 443996 §)

Carola Mc Carthy
(Unit 514, 505219 §)

Carola Mc Carthy
(Unit 518, 505617 §)

Carola Mc Carthy
(Unit 586, 786516 §)

Carola Mc Carthy
(Unit 602, 636704 §)

Carola Mc Carthy
(Unit 605, 574282 §)

Carola Mc Carthy
(Unit 607, 705368 §)

Carola Mc Carthy
(Unit 609, 705368 §)

Carola Mc Carthy
(Unit 610, 792759 §)

Carola Mc Carthy
(Unit 613, 449488 §)

Carola Mc Carthy
(Unit 615, 449433 §)

Carola Mc Carthy
(Unit 622, 792759 §)

Carola Mc Carthy
(Unit 314, 449333 §)

Carola Mc Carthy
(Unit 219, 630399 §)

Carola Mc Carthy
(Unit 212, 486891 §)

Carola Mc Carthy
(Unit 207, 611735 §)

Carola Mc Carthy
(Unit 103, 543071 §)

Carola Mc Carthy
(Unit 122, 705368 §)

Carola Mc Carthy
(Unit 619, 705368 §)

AMENDMENT MASTER DEED

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

Then personally appeared the above named, Alfred L. Connell, Carol A. McCarthy, Arlene Stoller, and Doris Gerstein, Trustees of the Chapel Hill West Condominium Trust and acknowledged the foregoing instrument to be their free act and deed, before me

Robert A. Greeley
Notary Public ROBERT A. GREELEY

My Commission Expires: 4/28/83

AMENDMENT OF TRUST
CHAPEL HILL WEST CONDOMINIUM

The undersigned, being the Trustees of the Chapel Hill West Condominium Trust dated June 7, 1974 and recorded with the Middlesex South District Registry of Deeds in Book 12645, Page 266, which condominium is located at 1550 Worcester Road, Framingham, Massachusetts and which was created by Master Deed dated June 7, 1974 and recorded with the Middlesex South District Registry of Deeds in Book 12645, Page 243, as confirmed by Confirmatory Master Deed dated January 28, 1975 and recorded in Book 12754, Page 228, and having obtained the consent in writing of Unit Owners entitled to not less than seventy-five (75%) percent of the beneficial interests in the Chapel Hill West Condominium Trust, do hereby, in accordance with Article VII, Section 1 of the said trust, amend the said trust as follows:

1. Article V, Section 9(b), by deleting the first sentence thereof and substituting therefor the following:

"There shall be an annual meeting of the Unit Owners on the second Thursday of March 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 days prior to the date so designated."

WITNESS our hands and seals this 16 day of April, 1981.

*page 29
Declaration of
Trust.*

Arnold Robinson
Arnold Robinson
Ariene Stoller
Ariene Stoller
Charles W. Jiggett
Charles W. Jiggett
Lilyan Berkowitz
Lilyan Berkowitz
Carol A. McCarthy
Trustees of Chapel Hill West
Condominium Trust
Carol A. McCarthy

AMENDMENT OF TRUST

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

Then personally appeared the above named, Arlene Stoller
Carol A. McCarthy, Arnold Robinson, Charles W. Jiggets, Lilyan Berkowitz
Trustees of the Chapel Hill West Condominium Trust, and acknow-
ledged the foregoing instrument to be their free act and deed,
before me


Notary Public Lesley M. Teschner

My Commission Expires: August 13, 1987

RECORDED 5/11/81

AMENDMENT OF TRUST
CHAPEL HILL WEST CONDOMINIUM

The undersigned, being the trustees of the Chapel Hill West Condominium Trust dated June 7, 1974 and recorded with the Middlesex South District Registry of Deeds in Book 12645, Page 266, which condominium is located at 1550 Worcester Road, Framingham, Massachusetts and which was created by Master Deed dated June 7, 1974 and recorded with the Middlesex South District Registry of Deeds in Book 12645, Page 243, as confirmed by Confirmatory Master Deed dated January 28, 1975 and recorded in Book 12754, Page 228, and having obtained the consent in writing of Unit Owners entitled to not less than seventy-five (75%) of the beneficial interests in the Chapel Hill West Condominium Trust, do hereby, in accordance with Article VII, Section 1 of the said trust, amend the said trust as follows:

(1) Article III, Section 1 of the Chapel Hill West Condominium Trust by deleting the first two sentences of said section beginning with "there shall be at all times" and ending with "beneficial interest hereunder", and beginning with "until Andrew J. Lane" and ending with "one such Trustee", and substituting therefor the following "there shall at all times be five (5) Trustees as shall be determined by vote of the Unit Owners entitled to not less than fifty-one (51%) percent of the beneficial interest hereunder. Until Andrew J. Lane or an entity affiliated with Andrew J. Lane has sold 158 units, he or it shall be entitled to designate one such Trustee. Beginning with the annual meeting in the year 1982 the Trustees shall be elected by a vote of the Unit Owners as set forth above for the following terms:

- a. Two Trustees to be elected for three-year terms;
- b. One Trustee to be elected to a two-year term;
- c. One Trustee to be elected to a one-year term;
- d. One Trustee to be designated by Andrew J. Lane as aforesaid.

March 1982
Annual Meeting

- e. Each subsequent year for two years thereafter, beginning with the annual meeting of 1982, one Trustee for a three-year term.
- f. Each third year thereafter, beginning with the annual meeting of 1985, two Trustees for three year terms.

(2) Article V, Section 3, Paragraph 1 of the Chapel Hill West Condominium Trust by deleting the phrase "any two Trustees" and substituting therefore the phrase "a majority of the Trustees".

(3) Article V, Section 4, Subsection (b), Line 9 of the Chapel Hill West Condominium Trust deleting the word "promptly" and by substituting therefor the phrase "thirty days thereafter".

amended again October 19 84

(4) Article V, Subsection (b) of the Chapel Hill West Condominium Trust by deleting the last sentence beginning with "the amount of each" and ending with "of said Chapter 183" and substituting therefor the following: "The amount of any such statement shall be a personal liability to the Unit Owner and if not paid when due shall carry a late charge in the form of an interest penalty of twenty (20%) percent beginning thirty (30) days after the due date thereof on the unpaid balance therefor, accrued periodically according to the installments provided for by the Trustees. In the event that no installments are provided, penalty interest shall accrue monthly. In the event the Trustees shall deem it necessary to commence to legal proceedings against any Unit Owner to recover the common charges or assessment or interest penalty, the Unit Owner responsible shall pay reasonable attorney's fees and all costs of suit. The Trustees may waive any and all interest penalty, attorney's fees or costs of suit by a majority vote upon the finding of economic need or for other good and just reason".

(5) Article V, Subsection (c) of the Chapel Hill West Condominium Trust by deleting the said subsection in its entirety.

(6) Article V, Section 12, Line 5 of the Chapel Hill West Condominium Trust by deleting the phrase "any two Trustees" and substituting therefor the phrase "a majority of Trustees".

(7) Article V of the Chapel Hill West Condominium Trust by addition of Subsection 15 to read as follows:

"Section 15. Standing Committees

There shall be the following Standing Committees composed of interested Unit Owners which committees shall obtain and record information and provide recommendations directly to the Board of Trustees.

1. Budget Committee: To review and make analysis of the budget needs of the Condominium prior to the submission of the budget proposal by the Trustees and to provide other recommendations and advice relative to the budget and to accept recommendations by other Unit Owners relative to budget considerations.

2. Grounds Committee: To deal with the problems and issues regarding the Unit Owners and the use of the grounds, including all common areas, parking facilities, recreation facilities, and general groundskeeping, including security matters and lighting matters on the outside grounds of the condominium. This committee is also to report directly to the Board of Trustees with its recommendations and concerns relative to the grounds areas.

There shall be other such committees as the Trustees deem necessary in order to provide to the satisfactory continuation of the business of the condominium trust. A committee shall be composed of not less than two and not more than ten condominium Unit Owners whose membership shall be at the discretion of the committee members.

WITNESS our hands and seals this 16th day of

April, 1981.

Lilyan Berkowitz
Lilyan Berkowitz

Arnold Robinson
Arnold Robinson

Arleen Stoller
Arleen Stoller

Charles W. Jiggett
Charles W. Jiggett

Carol A. McCarthy
Carol A. McCarthy

Trustees of Chapel Hill West
Condominium Trust

AMENDMENT OF TRUST

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

Then personally appeared the above named, Arlene Stoller
Carol A. McCarthy, Arnold Robinson, Charles W. Jiggets, Lilyan Berkowitz

Trustees of the Chapel Hill West Condominium Trust, and acknow-
ledged the foregoing instrument to be their free act and deed,
before me

Lesley M. Teschner
Notary Public Lesley M. Teschner

My Commission Expires: August 13 1987

CERTIFICATE

We, ARLEEN STOLLER, CAROL A. McCARTHY, ARNOLD ROBINSON, CHARLES W. JIGGETTS and LILYAN BERKOWITZ, do hereby certify pursuant to Section 10 (e) of Chapter 183A of the Massachusetts General Laws, that we are the duly elected trustees of the Chapel Hill West Condominium Trust, the organization of unit owners of the Chapel Hill West Condominium, located at 1550 Worcester Road, Framingham, Middlesex County, Massachusetts, which condominium was created by Master Deed dated June 7, 1974 and recorded with the Middlesex South District Registry of Deeds in Book 12645, Page 243.

WITNESS our hands and seals this 17 day of April, 1981.

Arleen Stoller ✓
Arleen Stoller

Carol A. McCarthy ✓
Carol A. McCarthy

Arnold Robinson ✓
Arnold Robinson

Charles W. Jiggetts ✓
Charles W. Jiggetts

Lilyan Berkowitz ✓
Lilyan Berkowitz

Commonwealth of Massachusetts

ss

April 17, 1981

Then personally appeared the above-named ARLEEN STOLLER, CAROL A. McCARTHY, ARNOLD ROBINSON, CHARLES W. JIGGETTS and LILYAN BERKOWITZ and acknowledged the foregoing instrument to be their free act and deed, before me

Lesley M. Teschner
Lesley M. Teschner Notary Public

My commission expires April 13, 1987

18 19

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

REGISTRY OF DEEDS

CHAPEL HILL WEST CONDOMINIUM

AMENDMENT TO MASTER DEED - SEE BK 12645 P243
AND TRUST BY-LAWS - see BK 12645 P367

The undersigned being the majority of the Trustees of Chapel Hill West Condominium Trust who are designated as such next to their signatures together with in excess of Seventy-five (75%) percent of the undivided interest in the common areas and facilities of Chapel Hill West Condominium whose signatures appear after the text of this Amendment, pursuant to and in accordance with Paragraph 9 of the Master Deed of Chapel Hill West Condominium which was created by Master Deed dated June 7, 1974 and recorded with the Middlesex South District Registry of Deeds in Book 12645, Page 243 as confirmed by Confirmatory Master Deed, dated January 28, 1975 and recorded in Book 12754, Page 228 do hereby amend Paragraph 8 by adding a subsection (d) as follows:

ENFORCEMENT. The obligations, rights and liabilities set forth in Mass. G.L. Ch. 183(A), (hereinafter called "Ch. 183A"), this Master Deed, By-Laws and Rules and Regulations MAY BE ENFORCED BOTH IN LAW AND IN EQUITY. Further, in the event of any violation of Ch. 183A, the Master Deed, the By-Laws or Rules and Regulations by any Unit Owner, his guests, invitees and licensees, as well as his tenants and those holding under them; there shall be a series of fines levied against each such Unit Owner and tenant or such other person which shall be the personal liability of the Unit Owner and/or tenants and

which shall be charged to them and become part of the common charges attributable to said Unit and which, whether deemed part of the common charges or not, shall be collected in the same manner as provided for in the collection of common charges. They shall amount to a lien against the Unit in the same manner as other liens established pursuant to and under Mass. G.L. Ch. 183A. Said lien may be established and enforced in the same manner as the lien under G.L. Ch. 183A.

For each day that a violation or infringement exists, it shall be considered a separate violation.

Fines shall be cumulative and shall be assessed as follows:

1. For the first offense the fine shall be Ten Dollars (\$10.00).
2. For the second offense the fine shall be Fifteen Dollars (\$15.00).
3. For the third and each subsequent offense the fine shall be Twenty Dollars (\$20.00) each. Fines may be suspended by the Board of Trustees, after hearing, upon application for good cause shown to them.

Violations shall be deemed to exist after a determination by the Board of Trustees that the same exists. The Trustees may vacate such finding upon application by the alleged violator, hearing and upon sufficient evidence presented to the Trustees that such violation does not in fact exist, or, if it exists, just cause for its existence is presented and accepted.

The Trustees and the Unit Owners further vote to amend Section 4 (B) of Article V of the By-Laws by including therein the following:

The late Common Fee-rate is amended from the legal rate to either the legal rate or eighteen (18%) per cent, whichever is the highest that can be legally charged by this association.

The Assessment for common charges shall be made an annual assessment for twelve (12) months with the first twelve month period commencing on the first day of the next full calendar year after the effective date hereof. The entire annual assessment shall be due and payable on the first day of the first month of the year for which the assessment is effective. Notwithstanding the foregoing, however, the Board of Trustees, at their discretion, may permit each Unit Owner to pay his assessment in twelve (12) equal monthly installments on the first day of each month, in advance, for so long as said Unit Owner's account remains current by virtue of his paying monthly amounts plus fines, penalties, interest and costs; when due.

Common charges are due and payable on the first day of each month.

In the event of default in the payment of any monthly installment in which it is due, and/or default in the payment of the interest, penalties, etc., within thirty (30) days of the date due; the Board may (unless for good cause exhibited to it) declare the entire balance then remaining for the year due and payable forthwith.

In the event of non-payment, the annual balance may be declared due and payable within fifteen (15) days of said declaration (to be given by notice mailed, postage prepaid) to the Unit Owner at the Unit Owner's last address given to the Board of Trustees, the Board shall have its statutory lien

and remedies as well as its Condominium document remedies therein provided.

Annually, 30 days at least before the start of each fiscal year, the Trustees, as a condition precedent to the imposition of the above right to accelerate payments, shall notify all Unit Owners at their last address in the Trustees records, of their right to so accelerate payments.

In Witness Whereof, we, the undersigned majority of Trustees and the undersigned being in excess of seventy-five (75%) percent of the Unit Owners of Chapel Hill West Condominium do hereunto set our hands and seals on this 18 day of September, 1984.

[Signature]

Trustee

[Signature]

Trustee

[Signature]

Trustee

[Signature]

Trustee

[Signature]

Owners entitled to in excess of seventy-five (75%) percent of the beneficial interest of said Condominium.

UNIT OWNERS Pg. 1

C. Macein Brett TRUSTEE
(Unit 319 W. .682748)
Carol A. McCarthy

C. Macein Brett TRUSTEE
(Unit 504 W. .630641)

C. Macein Brett TRUSTEE
(Unit 122 W. .761548)

C. Macein Brett TRUSTEE
(Unit 527 W. .568039)

C. Macein Brett TRUSTEE
(Unit 344 W. .617977)

C. Macein Brett TRUSTEE
(Unit 105 W. .543071)

C. Macein Brett TRUSTEE
(Unit 416 W. .499375)

C. Macein Brett TRUSTEE
(Unit 106 W. .605493)

C. Macein Brett TRUSTEE
(Unit 114 W. .780649)

C. Macein Brett TRUSTEE
(Unit 118 W. .480649)

C. Macein Brett TRUSTEE
(Unit 125 W. .543071)

C. Macein Brett TRUSTEE
(Unit 120 W. .761548)

C. Macein Brett TRUSTEE
(Unit 323 W. .555558)

C. Macein Brett TRUSTEE
(Unit 124 W. .65493)

C. Macein Brett TRUSTEE
(Unit 624 W. .632704)

C. Macein Brett TRUSTEE
(Unit 208 W. .767790)

C. Macein Brett TRUSTEE
(Unit 322 W. .774032)

C. Macein Brett TRUSTEE
(Unit 222 W. .767790)

C. Macein Brett TRUSTEE
(Unit 628 W. .632704)

C. Macein Brett TRUSTEE
(Unit 507 W. .799126)

C. Macein Brett TRUSTEE
(Unit 162 W. .605493)

C. Macein Brett TRUSTEE
(Unit 509 W. .699126)

C. Macein Brett TRUSTEE
(Unit 104 W. .605493)

C. Macein Brett TRUSTEE
(Unit 521 W. .699126)

C. Macein Brett TRUSTEE
(Unit 213 W. .424469)

C. Macein Brett TRUSTEE
(Unit 526 W. .630641)

UNIT OWNERS Pg. 2

C. Marcia Ewert TRUSTEE
 (Unit 103w, .543278)
 Carol A. McCarthy

C. Marcia Ewert TRUSTEE
 (Unit 609w, .705363)

C. Marcia Ewert TRUSTEE
 (Unit 207w, .680399)

C. Marcia Ewert TRUSTEE
 (Unit 228w, .611735)

C. Marcia Ewert TRUSTEE
 (Unit 219w, .682399)

C. Marcia Ewert TRUSTEE
 (Unit 318w, .493133)

C. Marcia Ewert TRUSTEE
 (Unit 314w, .493133)

C. Marcia Ewert TRUSTEE
 (Unit 108w, .761348)

C. Marcia Ewert TRUSTEE
 (Unit 404w, .624219)

C. Marcia Ewert TRUSTEE
 (Unit 116w, .410649)

C. Marcia Ewert TRUSTEE
 (Unit 515w, .443196)

C. Marcia Ewert TRUSTEE
 (Unit 128w, .605493)

C. Marcia Ewert TRUSTEE
 (Unit 129w, .593091)

C. Marcia Ewert TRUSTEE
 (Unit 209w, .680399)

C. Marcia Ewert TRUSTEE
 (Unit 312w, .493133)

C. Marcia Ewert TRUSTEE
 (Unit 217w, .414469)

C. Marcia Ewert TRUSTEE
 (Unit 403w, .561797)

C. Marcia Ewert TRUSTEE
 (Unit 503w, .568039)

C. Marcia Ewert TRUSTEE
 (Unit 406w, .604219)

C. Marcia Ewert TRUSTEE
 (Unit 616w, .511860)

C. Marcia Ewert TRUSTEE
 (Unit 413w, .436954)

C. Marcia Ewert TRUSTEE
 (Unit 408w, .520274)

C. Marcia Ewert TRUSTEE
 (Unit 416w, .624219)

C. Marcia Ewert TRUSTEE
 (Unit 415w, .436954)

C. Marcia Ewert TRUSTEE
 (Unit 520w, .786516)

C. Marcia Ewert TRUSTEE
 (Unit 561w, .568039)

C. Marcia Ennett TRUSTEE
(Unit 320W, 774032)
Enrol A. McCarthy

C. Marcia Ennett TRUSTEE
(Unit 111W, 918227)

C. Marcia Ennett TRUSTEE
(Unit 218W, 486891)

C. Marcia Ennett TRUSTEE
(Unit 112W, 486649)

C. Marcia Ennett TRUSTEE
(Unit 321W, 68664)

C. Marcia Ennett TRUSTEE
(Unit 113W, 418227)

C. Marcia Ennett TRUSTEE
(Unit 409W, 692883)

C. Marcia Ennett TRUSTEE
(Unit 117W, 418227)

C. Marcia Ennett TRUSTEE
(Unit 309W, 68664)

C. Marcia Ennett TRUSTEE
(Unit 115W, 674157)

C. Marcia Ennett TRUSTEE
(Unit 306W, 617977)

C. Marcia Ennett TRUSTEE
(Unit 121W, 674157)

C. Marcia Ennett TRUSTEE
(Unit 405W, 681797)

C. Marcia Ennett TRUSTEE
(Unit 126W, 685493)

C. Marcia Ennett TRUSTEE
(Unit 516W, 505619)

C. Marcia Ennett TRUSTEE
(Unit 202W, 611735)

C. Marcia Ennett TRUSTEE
(Unit 302W, 617977)

C. Marcia Ennett TRUSTEE
(Unit 204W, 611735)

C. Marcia Ennett TRUSTEE
(Unit 103W, 543071)

C. Marcia Ennett TRUSTEE
(Unit 206W, 611735)

C. Marcia Ennett TRUSTEE
(Unit 519W, 699124)

C. Marcia Ennett TRUSTEE
(Unit 210W, 767790)

C. Marcia Ennett TRUSTEE
(Unit 215W, 414461)

C. Marcia Ennett TRUSTEE
(Unit 211W, 414461)

C. Marcia Ennett TRUSTEE
(Unit 109W, 674157)

C. Marcia Ennett TRUSTEE
(Unit 210W, 486891)

UNIT OWNERS Pg. 4

C. Marcus Brett TRUSTEE
(Unit 227W, 549313)
Carol A. McCarthy

C. Marcus Brett TRUSTEE
(Unit 220W, 767790)

C. Marcus Brett TRUSTEE
(Unit 211W, 432711)

C. Marcus Brett TRUSTEE
(Unit 214W, 486891)

C. Marcus Brett TRUSTEE
(Unit 316W, 493133)

C. Marcus Brett TRUSTEE
(Unit 115W, 418227)

C. Marcus Brett TRUSTEE
(Unit 412W, 499375)

C. Marcus Brett TRUSTEE
(Unit 101W, 543271)

C. Marcus Brett TRUSTEE
(Unit 505W, 568039)

C. Marcus Brett TRUSTEE
(Unit 221W, 680399)

C. Marcus Brett TRUSTEE
(Unit 513W, 443196)

C. Marcus Brett TRUSTEE
(Unit 305W, 585555)

C. Marcus Brett TRUSTEE
(Unit 519W, 505619)

C. Marcus Brett TRUSTEE
(Unit 310W, 774052)

C. Marcus Brett TRUSTEE
(Unit 602W, 636241)

C. Marcus Brett TRUSTEE
(Unit 313W, 432711)

C. Marcus Brett TRUSTEE
(Unit 614W, 742759)

C. Marcus Brett TRUSTEE
(Unit 315W, 432711)

C. Marcus Brett TRUSTEE
(Unit 616W, 449438)

C. Marcus Brett TRUSTEE
(Unit 317W, 432711)

C. Marcus Brett TRUSTEE
(Unit 618W, 749458)

C. Marcus Brett TRUSTEE
(Unit 411W, 561797)

C. Marcus Brett TRUSTEE
(Unit 503W, 585555)

C. Marcus Brett TRUSTEE
(Unit 402W, 604219)

C. Marcus Brett TRUSTEE
(Unit 526W, 636611)

C. Marcus Brett TRUSTEE
(Unit 418W, 499375)

UNIT OWNERS Pg 5

C. Mason Elliott TRUST
(Unit 420 W. 7802793)
Carol A. McCarthy.

C. Mason Elliott TRUST
(Unit 641 W. 7053083)

C. Mason Elliott TRUST
(Unit 422 W. 7802793)

C. Mason Elliott TRUST
(Unit 626 W. 6367043)

C. Mason Elliott TRUST
(Unit 424 W. 6242193)

C. Mason Elliott TRUST
(Unit 629 W. 5742823)

C. Mason Elliott TRUST
(Unit 427 W. 5617973)

* *Muriel Dinner*
(Unit 205 W. 5493133)

C. Mason Elliott TRUST
(Unit 425 W. 6242193)

* *[Signature]*
(Unit 611 W. 4754383)

C. Mason Elliott TRUST
(Unit 517 W. 4431963)

* *Jacqueline F. Rindler*
(Unit 568 W. 7865113)

C. Mason Elliott TRUST
(Unit 513 W. 5090373)

* *Jacqueline F. Rindler*
(Unit 510 W. 7865163)

C. Mason Elliott TRUST
(Unit 524 W. 6306413)

* *[Signature]*
(Unit 522 W. 7865163)

C. Mason Elliott TRUST
(Unit 525 W. 5630393)

* *Jacqueline F. Rindler*
(Unit 512 W. 5056173)

C. Mason Elliott TRUST
(Unit 601 W. 5742823)

* *Annette Y. Janoff*
(Unit 225 W. 5493133)

C. Mason Elliott TRUST
(Unit 605 W. 5742823)

* *[Signature]*
(Unit 514 W. 5056173)

C. Mason Elliott TRUST
(Unit 606 W. 6367043)

* *Mary E. Swaney*
(Unit 321 W. 5555553)

C. Mason Elliott TRUST
(Unit 610 W. 7927593)

* *[Signature]*
(Unit 326 W. 6179773)

UNIT OWNERS pg. 6

Ray Secatore

(Unit 15225, 2306418)

Carol A. McCarthy

(Unit _____)

CHAPEL HILL WEST CONDOMINIUM TRUST
SPECIAL OWNERS MEETING
JUNE 19, 1984

LATE FINE AMMENDMENT PROPOSAL - OFFICIAL BALLOT

PLEASE CHECK ONE

Yes, I vote to ammend the Chapel Hill West Condominium Trust
Master Deed and the Trust By-Laws as per the proposed ammendment
with regard to the collection of common charges and late fines.

No, I do not vote to ammend the Chapel Hill West Condominium
Trust Master Deed and the Trust by-Laws at this time.

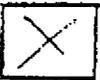
UNIT # 306

PERCENTAGE OF INTEREST .617927

CHAPEL HILL WEST CONDOMINIUM TRUST
SPECIAL OWNERS MEETING
JUNE 19, 1984

LATE FINE AMMENDMENT PROPOSAL - OFFICIAL BALLOT

PLEASE CHECK ONE



Yes, I vote to ammend the Chapel Hill West Condominium Trust
Master Deed and the Trust By-Laws as per the proposed ammendment
with regard to the collection of common charges and late fines.



No, I do not vote to ammend the Chapel Hill West Condominium
Trust Master Deed and the Trust By-Laws at this time.

UNIT # 542

PERCENTAGE OF INTEREST .786511

Fred. Lee J. ...

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

Personally appeared before me the above named *Mary Maloney*
Mary Maloney and
being a majority of the members of the Board of Trustees of Chapel Hill
west Condominium Trust and acknowledged the foregoing instrument to
their free act and deed on this *15th* day of *SEPTEMBER*, 1984.

James J. Maloney
Notary Public

My Commission Expires: *11/15/85*

