

L. JOHN DIPALMA ESTATES

CONDOMINIUM DOCUMENTS

NOTICE

The following is a typographically condensed version of the Project Condominium Documents of L.J. DiPalma Estates recorded in the Middlesex North District Registry of Deeds.

L. JOHN DIPALMA ESTATES
CONDOMINIUM DOCUMENTS

INDEX

1. Acknowledgement of Receipt of Condominium Documents
2. Phasing Lease
3. Master Deed
4. Homeowners' Trust
5. Rules and Regulations
6. Homeowners' Association Budget

PHASING LEASE

PHASING LEASE

L. JOHN DIPALMA ESTATES

This Lease executed this 9th day of March, 1994, by and between L.J. DiPalma, Inc., a Massachusetts corporation with a principal place of business in Tewksbury, Middlesex County, Commonwealth of Massachusetts, (hereinafter referred to as "Lessor") and King Builders, Inc., a Massachusetts corporation with a principal place of business in Tewksbury, said County and Commonwealth (hereinafter referred to as "Lessee").

WITNESSETH

That, in consideration of the rents herein reserved and the covenants and agreements contained, Lessor hereby rents and demises to Lessee, and Lessee hereby rents from Lessor, those certain parcels of land more particularly described in Exhibit A annexed hereto and made apart hereof, together with the buildings and improvements from time to time erected and situated on said land and all appurtenances and easements thereto belonging or appertaining, situated in Tewksbury, Middlesex County, Commonwealth of Massachusetts (hereinafter referred to as "Leased Premises").

TO HAVE AND TO HOLD the Lease Premises for the term and upon the conditions hereinafter set forth:

ARTICLE I

Term: The term of the lease shall be for a period of seven (7) years commencing on the date first above written, subject to the provisions of Article IX hereof.

ARTICLE II

Rent: Lessee covenants and agrees to pay to lessor a net rental (hereinafter referred to as "net rent") of ten dollars (\$10.00) per year for each year of the term of this Lease, payable annually.

ARTICLE III

Taxes: Lessor covenants and agrees to pay all taxes and assessments, both real and personal, of every nature and description which are levied against the Leased Premises during or applicable to said lease term and all other expenses incidental to the ownership of the land and the buildings and improvements thereon.

ARTICLE IV

Condominium:

A. Lessee and Lessor acknowledge and agree that Lessor intends to create and establish a condominium, pursuant to provision of Massachusetts General Laws, Chapter 183A, (hereinafter "DiPalma Estates") of all of the premises shown on the plan referred to and described in Exhibit A hereto annexed, including all phases thereof and being all of the Leased Premises, and the Lessor intends to establish said project upon the completion of construction of buildings containing Dwelling units (hereinafter "Dwellings") on said leased Premises and to provide in the Master Deed of DiPalma Estates for the subsequent inclusion therein by suitable Amendments of the Master Deed, of additional Dwellings as and when the construction thereof is completed on said land, with which the land and other suitable elements of and on said parcels will then, by such Master Deed and/or Amendments, be included in the common areas and facilities of DiPalma Estates.

B. Lessee hereby consents to the creation and establishment of such Project and to each of such subsequent Amendments, and agrees with Lessor to execute and deliver to Lessor, or to join with Lessor in the execution and delivery of, such instruments as Lessor may at any time and from time to time reasonably request in order to effect or facilitate the creation and establishment of DiPalma Estates and the subsequent inclusion therein of such additional units and common areas and facilities on said Premises.

C. Lessor hereby grants to and confers upon the Lessee the right and authority to proceed with the construction of such additional Dwellings on said Leased Premises in accordance with applicable provisions, requirements, plans and specifications of such Master Deed, copies of which have been delivered by Lessor to Lessee, and the architectural and construction contracts with respect to portions thereof which have been entered into by Lessor, copies of which have been or will be delivered by Lessor to Lessee; provided, however, that Lessee covenants and agrees with lessor not to exercise the right and authority hereby granted so long as, in the reasonable opinion of Lessee, Lessor is itself proceeding with such construction in

ARTICLE X

Encumbrance of Leasehold: Lessee shall have the right and authority to mortgage, pledge, assign or otherwise encumber the leasehold hereunder, and the holder of any such mortgage, pledge, assignment, or other encumbrance shall have any and may exercise all of the rights and authorities of the Lessee hereunder.

ARTICLE XI

Binding on Successors: This lease shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal the day and year first above written.

LESSOR: L.J. DiPalma, Inc.,

LESSEE: King Builders, Inc.

BY:

Maureen F. DiPalma
its President and Treasurer

BY:

Maureen F. DiPalma
its President

BY:

Pauline J. King
its Treasurer

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

On this 9th day of March, 1994, before me personally appeared the above-named Maureen F. DiPalma, President and Treasurer of L.J. DiPalma, Inc., and acknowledged the foregoing to be her free act and deed and the free act and deed of L.J. DiPalma, Inc.

Notary Public: Stephen L. Bernard

My commission expires: 3-23-95

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

On this 9th day of March, 1994, before me personally appeared the above-named Maureen F. DiPalma, President and Pauline J. King, Treasurer acknowledged the foregoing to be their free act and deed and the free-act and deed of King Builders, Inc.

Notary Public:

My commission expires:

EXHIBIT A

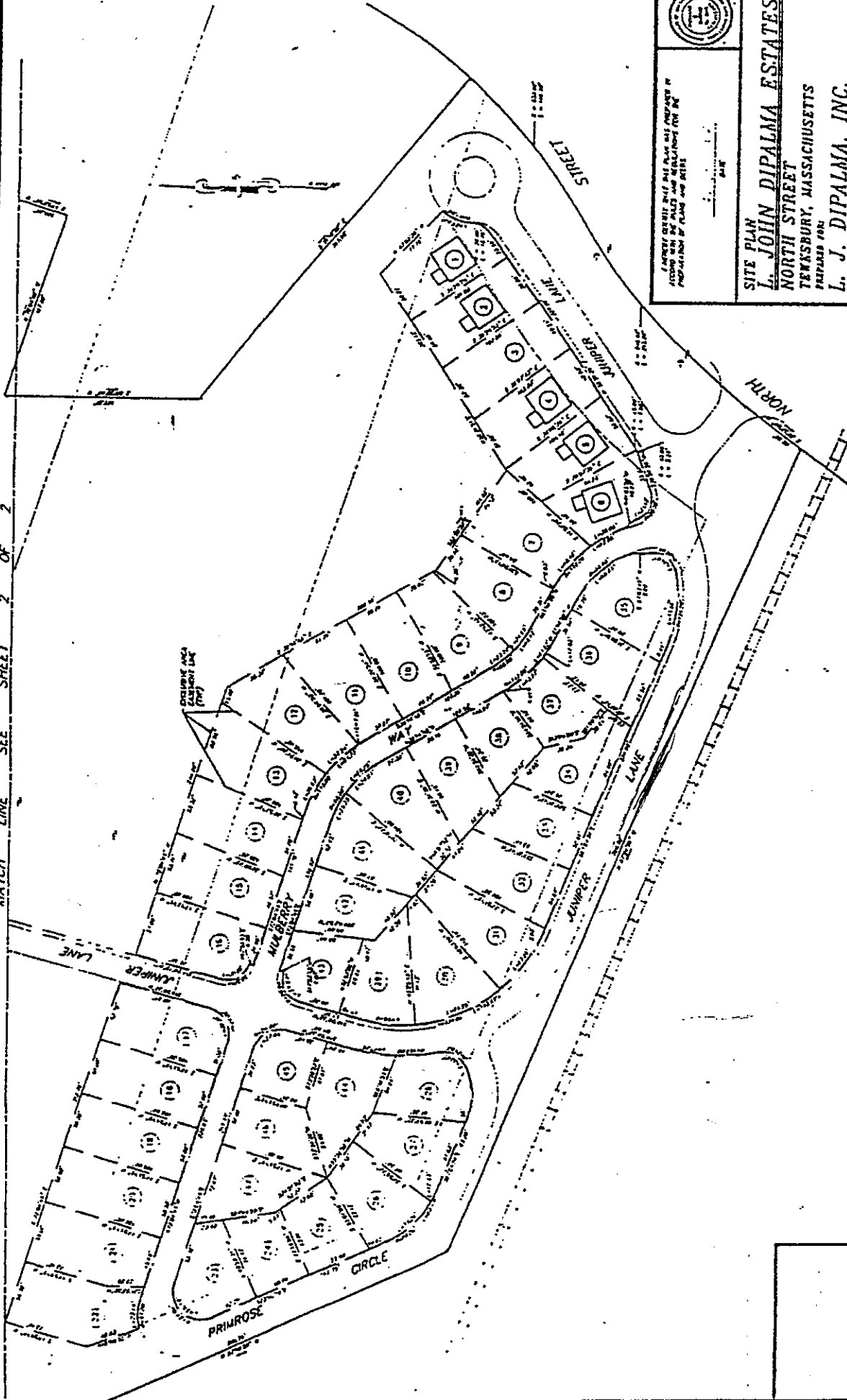
PHASING LEASE

DESCRIPTION OF LEASED PREMISES

The land shown on the "Site Plan L. John DIPALMA ESTATES, North Street, Tewksbury, Massachusetts prepared for L.J. DiPalma, Inc., 36 Hillman Street - Tewksbury, Massachusetts, February 25, 1994 Scale - 1" = 40' " Cuoco & Cormier Engineering Associates, Inc., Civil Engineers - Land Surveyors recorded with Middlesex North District Registry of Deeds, Book of Plans _____, Plan _____, Sheets 1, 2 & 3, to which plan references are hereby made for a more particular description.

For Lessor's title, see deed of Francis A. Germano, dated January 14, 1994, and recorded with Middlesex North District Registry of Deeds in Book 6933, Page 88 and deed of Maureen F. DiPalma and Pauline King, Trustees under a Trust Agreement dated August 28, 1987, and recorded in Middlesex North District Registry of Deeds, Book 6933, Page 85.

MATCH LINE SEE SHEET 2 OF 2



THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF L. J. DIPALMA, INC. AND ARE NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF L. J. DIPALMA, INC.

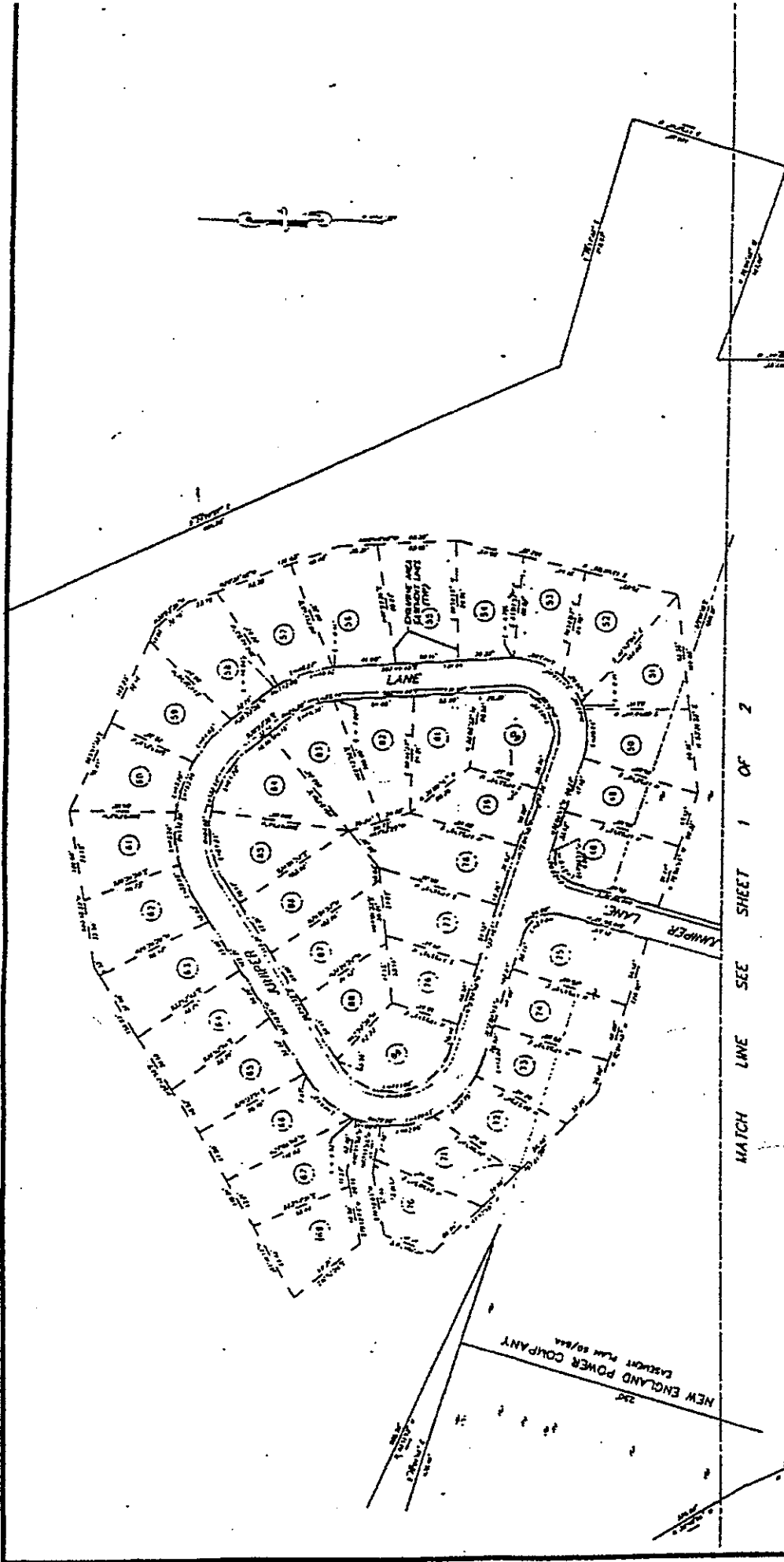
SITE PLAN
L. JOHN DIPALMA ESTATES
NORTH STREET
TENSBURY, MASSACHUSETTS
PREPARED FOR
L. J. DIPALMA, INC.
16 MILLER STREET - TENSBURY, MASSACHUSETTS

FEBRUARY 25, 1984 **SCALE: 1" = 40'**

ENGINEERING ASSOCIATES, INC.
1000 WEST 10TH AVENUE, SUITE 100
DENVER, COLORADO 80202
TEL: 303-733-1111
FAX: 303-733-1112



THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF L. J. DIPALMA, INC. AND ARE NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF L. J. DIPALMA, INC.



MATCH LINE SEE SHEET 1 OF 2

SITE PLAN
L. JOHNS DIPALMA ESTATES
NORTH STREET
TEWKSBURY, MASSACHUSETTS
PREPARED FOR
L. J. DIPALMA, INC.
 10 BILMUM STREET - WILMINGTON, MASSACHUSETTS
FEBRUARY 25, 1994 **SCALE: 1" = 40'**
DESIGNED BY **GUOCCI & GORMAN**
ENGINEERING ASSOCIATES, INC.
 100 STATE STREET, SUITE 200, BOSTON, MASSACHUSETTS 02109
 (617) 552-1100



I, **L. J. DIPALMA**, being duly sworn, depose and say that I am the owner of the above described property and that the above described plan was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer in the State of Massachusetts.
 SUBSCRIBED AND SWORN TO before me this **25th** day of **FEBRUARY**, 1994.
 My Commission Expires **02/25/97**
DATE

I, **GUCCIO & GORMAN**, being duly sworn, depose and say that I am a duly licensed Professional Engineer in the State of Massachusetts and that the above described plan was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer in the State of Massachusetts.
 SUBSCRIBED AND SWORN TO before me this **25th** day of **FEBRUARY**, 1994.
 My Commission Expires **02/25/97**
DATE

MASTER DEED

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MASTER DEED OF L. JOHN DIPALMA ESTATES

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MASTER DEED OF

L. JOHN DIPALMA ESTATES

The undersigned L. J. DiPalma, Inc., a Massachusetts corporation with offices at Tewksbury, Middlesex County, Commonwealth of Massachusetts (hereinafter the "Declarant"), being the sole owner of the land in Tewksbury, Middlesex County, Massachusetts described in Exhibit A attached hereto and made a part hereof, by duly executing and recording this Master Deed, does hereby submit said land together with the buildings and improvements and all easements, rights and appurtenances belonging thereto to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended, (hereinafter "Chapter 183A") and proposes to create, and hereby does create with respect to said Premises, a condominium to be known as the L. John DiPalma Estates (hereinafter the "DiPalma Estates") to be governed by and subject to the provisions of Chapter 183A, and to that end the Grantor declares and provides the following:

1. Phasing. The DiPalma Estates may be developed in phases, and each phase shall include one or more building(s) containing one or more Dwellings or one or more common facilities or elements or combination thereof. (As used in this Master Deed and in the L. John DiPalma Estates Homeowners' Trust, the term "Dwelling" shall mean or refer to and have the same meaning as the term "Unit" as such term is defined in MGLA, Chapter 183A, Section 1, et seq.). Paragraph 16 hereof sets forth the procedure whereby the Declarant may amend this Master Deed, without the need for the consent, (except as set forth in said Paragraph 16 already granted) or signature of any Owner, (as used in this Master Deed and the Homeowners' Trust, (hereinafter referred to as the "Homeowners' Trust") the term "Owner" shall have the same meaning as the term "Unit Owner" as such term is defined in MGLA, Chapter 183A, Section 1 et seq.) any person claiming by, through or under any Owner, (including the holder of any mortgage or other encumbrance with respect to any Dwelling) or any other party, so as to add additional phases to DiPalma Estates. Said Paragraph 16 also described certain limitations on the Declarant's said rights to add additional phases.
2. Name. The name of the development shall be L. John DiPalma Estates (hereinafter sometimes referred to as the "DiPalma Estates").
3. Description of Land. The land (hereinafter "Land") upon which the building(s) and improvements are or may hereafter be situated is described in Exhibit A attached hereto and made apart hereof as said Exhibit A may hereafter be amended.

The term "Lot" as used in this Master Deed and in the Homeowners' Trust shall mean or refer to (A) the numbered parcel or parcels of common land of DiPalma Estates referred to in Exhibit A to the Master Deed as the same may from time to time be amended, all of which are to become part of the common areas of DiPalma Estates and (B) the area and bounds of the respective Lot, as such is defined in Section 8, which such area is set aside for the exclusive use of the respective lot owner as the context requires.

4. Description of Buildings. The Building(s) (hereinafter the "Building or Buildings") on the Land are described in Exhibit B attached hereto and made a part hereof, as said Exhibit B may hereinafter be amended as additional phase(s) are added to DiPalma Estates pursuant to Paragraph 16 hereof.

5. Designation of the Dwellings and their Boundaries.

(a) DiPalma Estates consists of five (5) Dwellings, each being a detached single family building located on the Land described in Exhibit A and [shown on the plan entitled "Final Plan of L. John DiPalma Estates" Scale 1" = 100' dated March 5, 1993, North Street, Tewksbury, Massachusetts prepared for North Street Commons Realty Trust, 36 Hillman Street, Tewksbury, Massachusetts, Cuoco & Cormier, Inc., Civil Engineers, Land Surveyors, recorded with Middlesex Northern District Registry of Deeds herewith,] together with all other Dwellings subsequently added to DiPalma Estates pursuant to Paragraph 16 hereof as part of future phases and are hereinafter referred to as the "Dwellings". The designations, locations, approximate areas, number of rooms, immediately accessible common area and facilities and other descriptive specifications of each of said Dwellings are set forth in Exhibit C, attached hereto, and as shown on the site and floor plans of DiPalma Estates, recorded herewith. The said site and floor plans show the layout, location, Dwelling numbers and dimensions of said Dwellings as built, indicate that the buildings are named "L. John DiPalma Estates" or "DiPalma Estates" and otherwise have no name, and bear the verified statement of a required Architect, all as required by the provisions of Section 8 of Chapter 183A.

(b) If and when the Declarant adds additional phases to DiPalma Estates pursuant to his reserved rights under Paragraph 16 hereof, he shall amend Exhibit C attached hereto to describe the Dwellings being thereby added to DiPalma Estates and shall set forth in said amended Exhibit C any variations with respect to the boundaries of a Dwelling or Dwellings in such

phase(s) from those boundaries described in sub-paragraphs 5(c) and 5(d) hereof. Also with each amendment to this Master Deed adding additional phase(s) to DiPalma Estates the Declarant shall record new site and floor plans showing the Building(s) and Dwelling(s) forming a part thereof.

(c) All of the Dwellings are to be comprised of a single family free standing Dwelling house and shall have the exclusive use of that portion of DiPalma Estates shown as and depicted as a separate lot and numbered 1-89 (there being no Lot 69), upon which said Dwelling is situated and to that end, the boundaries of each of the Dwellings with respect to the floors, ceilings, walls, doors and windows thereof are as follows:

- i Concrete Floors: The plane of the lower surface of the concrete floor slab.
- ii Stone, Brick, and/or Concrete Walls: The plan of the exterior finish surface of the concrete walls and the exterior finished surface of any stone or brick walls.
- iii Roofs or Upper Boundaries: The plane of the exterior surface of roof shingles.
- iv Walls, Doors, and Windows: As to walls, the plane of the exterior finished surface of the exterior walls; as to entrance doors, door frames and window frames and the windows, the exterior finished surfaces thereof.

(d) Each Dwelling includes the roof, foundation, structure columns, girders, beams, supports and perimeter and exterior walls, concrete or wood floor slabs, window frames, door frames, driveways, decks, patios, stairs and landings if any, walks and all conduits, ducts, pipes, flues, wires, meter area and other installations or facilities for the furnishing of utility services or waste removal and all components of any of the foregoing which are situated within a Dwelling or which are situated in, on or within the Lot set aside for the exclusive use of said Dwelling.

(e) Each Dwelling includes the ownership of the heating, hot water and air conditioning systems contained therein, if any, and all components thereof, all of which exclusively serve the Dwelling.

(f) Each Dwelling includes the ownership of all utility installations contained therein which exclusively serve the Dwelling.

(g) Each Dwelling shall have as appurtenant thereto the right and easement to use, in common with the Dwellings served thereby, all utility lines and other common facilities which serve it, but which are located in or pass through the streets and ways shown on the Plan herein referred to, Common Areas or another Lot.

(h) Each Dwelling shall have as appurtenant thereto the exclusive right and easement to use and enjoy certain portions of the Common Areas and Facilities which are designated as "Lots" in Paragraph 8 hereof.

(i) Each Dwelling shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in Paragraph 6 hereof, in common with the other Dwellings in DiPalma Estates, except for the Lots described in Paragraph 8 hereof which are reserved for the exclusive use of the Dwelling to which such Lots appertain.

6. Common Areas and Facilities. Until the Master Deed is amended to create future phases of DiPalma Estates, the common areas and facilities of DiPalma Estates shall consist of the land described in Article 3 hereof and Buildings 1, 2, 4, 5 and 6, including all parts of said Buildings and improvements thereof other than the Dwelling themselves.

The Common Areas and Facilities comprise and consist of:

(a) The land described in Exhibit A hereto, together with the benefit of and subject to the exclusive use thereof by each Owner of the Lot appurtenant to each Dwelling and to all rights, easements, restrictions and agreements of record, insofar as the same may be in force and applicable.

(b) In general, any and all apparatus, equipment and installations existing for common use.

(c) All conduits, ducts, pipes, plumbing, wiring, chimney, flues, and other facilities for the furnishing of power, light, air, heat, hot and cold water, and all sewer and drainage pipes, and sewer disposal systems, plants, tanks, and all appurtenances thereto located without the Dwellings that serve parts of DiPalma Estates other than a specific Dwelling exclusively;

as to sewerage disposal systems and utility conduits, lines, pipes, and wires, the right and easement to use the same shall be included as part of the common areas and facilities.

(d) The lawns, plants, shrubbery, landscaping, driveways, emergency access roads, roads and walkways on the land referred to in clause (a) hereof, and the improvements thereto and thereof, including walls, retaining walls, railings, wood parapets, if any, stairways and lighting fixtures to the extent that any of the foregoing are not situated within a Lot.

(e) The parking spaces on the land referred to in clause (a) hereof, excepting same that are contained or located within a Lot.

(f) All recreational facilities on the premises of DiPalma Estates not situated within a Lot which contains a Dwelling.

(g) All other elements and features of DiPalma Estates property, however designated or described, excepting only the Dwellings themselves and all other elements or property situated within a Lot (excepting only the land itself) as herein defined and described, and all other items, listed as common areas and facilities in MGLA Chapter 183A, Chapter 1 et seq., and located on the property and not referred to herein.

(h) All lawn sprinkler systems situated within the Lots.

(i) The bus stop(s) located within DiPalma Estates.

(j) The well(s) servicing the lawn sprinkler system.

Said common areas and facilities shall be subject to the provisions of the By-Laws of the Homeowners' Trust, hereinafter referred to, and to all Rules and Regulations promulgated pursuant thereto with respect to the use and maintenance thereof.

For so long as the Declarant shall own Dwelling(s) which have been phased into DiPalma Estates, then the Declarant shall be responsible for and shall pay to the Homeowners' Trust when due, the Declarant's share of common expenses.

Any unpaid assessment of common expenses shall constitute a lien on the Dwelling (together with the Dwelling's undivided interest in the common area and facilities) of the Owner, subject to enforcement as provided for in MGLA, Chapter 183A, Section 1, et seq.

Any use or maintenance of the common areas and facilities in a manner contrary or inconsistent with any applicable statute or any Rule or Regulation is hereby prohibited.

With respect to parking spaces not located within a Lot, if any, the same shall be available for occasional use by all Owners, their tenants and their guests, subject to and in accordance with said By-Laws and Rules and Regulations of said Homeowners' Trust.

In addition to and not in limitation of the rights of Owners as elsewhere herein set forth and as provided in said Chapter 183A, the Owner or Owners of each Dwelling shall have, as appurtenant to such Dwelling, the rights and easements, in common with the Owner or Owners of all other Dwellings and subject to like rights and easements appurtenant to such other Dwellings; to use the common areas and facilities, including without limiting the generality thereof, all roads, driveways, walkways, paths, conduits, pipes, plumbing, wiring, chimney flues, and other facilities for the furnishing of utilities and services, subject always, however to:

- (a) the exclusive rights and easements herein granted to particular Dwellings and certain facilities;
- (b) the restrictions and other provisions herein set forth; and
- (c) the Rules and Regulations promulgated by the Board of Trustees of Homeowners' Trust.

The Trustees of the Homeowners' Trust have, and are hereby granted the right of access at reasonable times and consistent with the comfort, convenience and safety of Owners, to such areas of each Dwelling or Lot as reasonably need to be entered for purposes of operation, inspection, protection, maintenance, and repair and replacement of common areas and facilities, and correction, termination, and removal of acts or things which interfere with the common areas and facilities or are otherwise

contrary to or in violation of the provisions hereof, and also a right of access for making emergency repairs as provided for in said MGLA, Chapter 183A.

The Trustees of the Homeowners' Trust shall also have, and are hereby granted, the exclusive right to maintain, repair, replace, add to, and alter the roads, ways, paths, walks, utility and service lines and facilities, lawn sprinklers, lawns, trees, plants and other landscaping comprised in the common areas and facilities, and to make excavations for such purposes; and no Owner shall do any of the foregoing in an area other than that set aside for said Dwelling's exclusive use without the prior written permission of said Trustees in each instance.

The Declarant has reserved the right pursuant to Paragraphs 5(b) and 16 hereof to modify the boundaries of Dwellings to be included in the DiPalma Estates as part of future phase(s), and such modifications may result in corresponding adjustments in the definition of the Common Areas and Facilities with respect to such Dwellings. In such event, the amendment to this Master Deed adding such future phase(s) shall specify in what respects the Common Areas and Facilities have been adjusted as to the Dwellings involved.

Subject to the exclusive use provisions of Paragraph 8 hereof, the restrictions set forth in Paragraph 9 hereof, and the reserved rights and easements as set forth in Paragraphs 10 and 11 hereof, each Owner may use the Common Areas and Facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Owners.

7. Percentage Ownership Interest in Common Areas and Facilities. The percentage ownership of each Dwelling in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each Dwelling measured as of the date of this Master Deed bears to the aggregate fair value of all Dwellings, also measured as of the date of this Master Deed. Each Dwelling shall be entitled to an appurtenant undivided ownership interest in the Common Areas and Facilities as set forth in Exhibit C attached hereto and made a part hereof, as said Exhibit C may hereafter be amended as additional phase(s) are added to DiPalma Estates pursuant to Paragraph 16 hereof.

8. Lots. The following portions of the Common Areas and Facilities are hereby designated Lots for the exclusive use of one Dwelling as hereinafter described and are referred to herein and in the Homeowners' Trust as "Lots";

(a) Each Dwelling shall have the exclusive right and easement for the use of so much of the Common Land being shown as a separate Lot or parcel of land and being numbered 1 through 89 (there being no Lot 69) on the Plan of Land referred to in Exhibit A and in Paragraph 5 hereof and upon which such dwelling is situated.

(b) Each Dwelling shall have the responsibility for the upkeep and maintenance of all entrances, patios, decks, landings, walks, stairs, driveways, parking areas, conduits, ducts, pipes, flues, wires, meter area and other installations and facilities of every kind and description being situated in, on or about said Dwelling's Lot servicing said Dwelling, as well as the exterior of said Dwelling, including the roof thereof, and to the extent allowed by law, said elements shall constitute and be (a) a part of the Dwelling, and (b) personal property belonging to the Owner of the Dwelling.

9. Purpose and Restrictions on Use. DiPalma Estates shall be used for the following purposes and shall be subject to the following restrictions:

(a) Each Dwelling shall be used only for residential purposes and uses normally accessory thereto, (as defined from time to time by the Tewksbury Zoning By-Laws as amended and revised through March, 1993, and thereafter) and for no other use.

(b) The Owner of any Dwelling may at any time and from time to time modify, remove or replace said Dwelling, subject to approval of (i) the Trustees of the Homeowners' Trust, and more specifically, Section 5.9 thereof; and (ii) all applicable governmental bodies.

(c) Owners may lease, rent or license the use of their Dwellings, subject, however, to the conditions and obligations set forth in Paragraph 19 of this Master Deed and in this sub-paragraph 9(c). Each Owner who leases, rents, or licenses the use of his Dwelling shall be personally responsible and liable for the actions of his lessees, tenants, licensees, and all other occupants therein, and shall, at the request of the Trustees, cause any lessee, tenant, licensee or other occupant to immediately vacate the Dwelling should any such persons become or cause a nuisance, be disruptive, or otherwise interfere (in the judgement of the Trustees) with the beneficial use and enjoyment of any Owner(s) of their Dwelling(s) and/or the Common Areas and Facilities. Therefore, each lease, tenancy or license arrangement entered into by an Owner with respect to his Dwelling shall by virtue of this

sub-paragraph 9(c) of the Master Deed be subject to immediate termination in the event the Trustees shall for the aforesaid reasons request that the Lessee, tenant, licensee or any other occupant claiming by, through or under such person vacate the Dwelling. Each Owner who leases, rents or licenses the use of his Dwelling hereby agrees to indemnify, defend and hold harmless, jointly and severally, the Trustees and all other Owners and their respective agents and employees from and against all loss, liability, damage and expense, including court costs and attorneys' fees, on account of:

(i) any damage or injury, actual or claimed, to person or property caused by any of his lessees, tenants, licensees or other occupants of his Dwelling claiming by, through or under such person; or

(ii) any legal action, including court enforcement proceedings, taken by an Owner or the Trustees against such Owner or his lessees, tenants, licensees or other such occupants to enforce the provisions of the sub-paragraph 9(c).

(d) All use and maintenance of Dwellings and the Common Areas and Facilities shall be conducted in a manner consistent with the comfort and convenience of occupants of the other Dwellings. No Owner may use or maintain his Dwelling in any manner or condition which will impair the value or interfere with the beneficial enjoyment of the other Dwellings.

(e) No Dwelling or any part of the Common Areas and Facilities shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Homeowners' Trust and the By-Laws set forth therein (hereinafter the "By-Laws") and the Rules and Regulations of DiPalma Estates adopted pursuant to said By-Laws.

Said restrictions shall be for the benefit of each of the Owners and the Homeowners' Trust, and shall be enforceable by each Owner and also by the Trustees. Also, insofar as permitted by law, such restrictions shall be perpetual, and, to that end, they may be extended at such time or times as in such manner as permitted or required by law for the continued enforceability thereof. No Owner shall be liable for any breach of the provisions of this Paragraph 9, except such as occur during his or her ownership of a Dwelling.

(f) No structure(s), including but not limited to, fences, and/or sheds shall be erected, situated in, on or about any portion of said Exclusive Area Easement or Lots as defined by Paragraph 8 hereinabove.

10. Rights Reserved to the Declarant for Sales and Future Development.

(a) Notwithstanding any provision of this Master Deed, the Homeowners' Trust or the By-Laws to the contrary, in the event that there are unsold Dwellings or Lots, the Declarant shall have the same rights as the Owner of such unsold Dwellings, or Lots, as any other Owner. In addition to the foregoing, the Declarant reserves the right for so long as he owns such unsold Dwellings or Lots to:

- i. Lease, rent and license the use of any unsold Dwelling or Lot;
- ii. To use any Dwelling owned by the Declarant as a model for display for purposes of sale or leasing of Dwellings or Lots; and
- iii. To use any Dwelling owned by the Declarant as an office for the Declarant's use.

(b) Notwithstanding any provision of this Master Deed, the Homeowners' Trust or the By-Laws to the contrary, the Declarant and his authorized agents, representatives and employees shall have the exclusive right and easement to erect and maintain on any portion of the DiPalma Estates, including in or upon the Buildings and other structures and improvements forming part thereof, (excepting a Dwelling owned by one other than the Declarant) such sales signs and other advertising and promotional notices, displays and insignia as they shall deem necessary or desirable. Such right shall terminate upon the sale of the final Dwelling or Lot.

(c) Notwithstanding any provisions of this Master Deed, the Homeowners' Trust or the By-Laws to the contrary, the Declarant hereby reserves to itself and its agents, representatives, employees and contractors the right and easement to enter upon all or any portion of the Common Areas and Facilities with men, vehicles, machinery and equipment for purposes of constructing, erecting, installing, operating, maintaining, repairing, modifying, rebuilding, replacing, relocating and removing Buildings, Dwellings, structures and their appurtenances, utilities of every character, roads, drives, walks and all such other structures and improvements as the Declarant shall deem necessary or desirable to complete the development of DiPalma Estates, including the development and addition of future phase(s) as permitted by Paragraph 16 of this Master Deed and the development of common facilities should the Declarant elect to develop same pursuant to the rights reserved to the Declarant in Paragraph 16 of this

Master Deed. This easement shall include the right to store at, in or upon the Common Areas and Facilities vehicles, machinery, equipment, and materials used or to be used in connection with said development work for such periods of time as shall be conveniently required for said development work. This easement shall not be construed to limit or restrict the scope of any easements granted for the purpose of facilitating development and expansion of DiPalma Estates under the provisions of any other paragraph of this Master Deed or any other instrument or document, or under applicable law or regulation.

11. Rights Reserved to the Trustees. Upon twenty-four hour advance notice (or such longer notice as the Trustees shall determine appropriate) to the Owner involved, or immediately in case of emergency or condition causing or threatening to cause serious inconvenience to another Dwelling, common areas and/or facilities, the Trustees shall have the right of access to each Dwelling's Lot:

- (a) To inspect, maintain, repair or replace the Common Areas and Facilities contained therein or elsewhere.
- (b) To exercise any other rights or satisfy any other obligations they may have as Trustees.

12. The Homeowners' Association. The Association through which the Owners will manage and regulate DiPalma Estates established hereby is the Homeowners' Trust (hereinafter and hereinafter referred to as the "Homeowners' Trust") under a Declaration of Trust of even date to be recorded herewith. Each Owner shall have an interest in the Trust in proportion to the percentage of undivided ownership interest in the Common Areas and Facilities to which his Dwelling is entitled hereunder. As of the date hereof, the name and address of the original and present Trustee of the Homeowners' Trust (hereinafter and hereinafter the "Trustee") is as follows: Maureen F. DiPalma - 36 Hillman Street, Unit 3 - Tewksbury, Massachusetts 01876

13. Easement for Encroachment. If any portion of the Common Area and Facilities now encroaches upon any Dwelling, or if any Dwelling now encroaches upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of (a) settling of the Buildings; (b) alteration or repair to the Common Areas and Facilities or Lots made by or with the consent of the Trustees; (c) as a result of repair or restoration of the Building or any Dwelling after damage by fire or other casualty; or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building involved stands.

14. Dwellings Subject to Master Deed, Dwelling Deed and Homeowners' Trust. All present and future owners, lessees, tenants, licensees, visitors, invitees, servants and occupants of Dwellings shall be subject to, and shall comply with, the provisions of this Master Deed (including, without limitation, Paragraphs 9(c), 16 and 19 thereof), the Owners' Trust, the By-Laws, the Dwelling Deed and the Rules and Regulations of DiPalma Estates adopted pursuant to the By-Laws, as they may be amended from time to time, and the items affecting title to the land described in Exhibit A. The acceptance of a deed or conveyance of a Dwelling or the entering into occupancy of any Dwelling shall constitute an agreement that the provisions of this Master Deed (including, without limitation, Paragraphs 9(c) and 16 hereof), the Homeowners' Trust, the By-Laws, the Dwelling Deed and said Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the land, are accepted and ratified by such owner, lessee, tenant, licensee, visitor, invitee, 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 Dwelling, as though such provisions were recited and stipulated at length in each and every deed or conveyance thereof or lease, tenancy, license or occupancy agreement or arrangement with respect thereto.

15. Amendments. Except as otherwise provided in Paragraph 16 hereof with respect to amendments adding new phase(s) to DiPalma Estates, this Master Deed may be amended by an instrument in writing, signed by the Owners at the time holding not less than seventy-five per cent (75%) of the total voting power of the Owners, as said voting power is defined in Section 4.3 of the Homeowners' Trust, or signed by a majority of the Trustees, in which case such instrument shall recite that it has been agreed to in writing by Owners at the time holding at least seventy-five per cent (75%) of the total voting power of the Owners, and duly recorded with the Middlesex North District Registry of Deeds, provided that:

- (a) The date on which any such instrument is first signed by Owners shall be indicated thereon as the date thereof and no instrument of amendment shall be of any force and effect unless and until the same has been so recorded within six (6) months after such date.
- (b) No instrument of amendment which alters the dimensions of any Dwelling shall be of any force or effect unless signed by the Owner of the Dwelling so altered.

(c) Except as provided in Paragraph 16 hereof with respect to amendments adding new phase(s) to DiPalma Estates, no instrument of amendment which would alter the percentage interest to which any Dwelling is entitled in the Common Areas and Facilities shall be of any force and effect unless the same has been signed by all of the Owners.

(d) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force or effect.

(e) No instrument of amendment which purports to affect the Declarant's reserved rights to construct and add additional phase(s) to DiPalma Estates as set forth in Paragraph 16 or elsewhere in this Master Deed or the Declarant's reserved rights to construct, erect or install common use facilities as set forth in Paragraph 17 hereof shall be of any force and effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Middlesex North District Registry of Deeds.

(f) No instrument of amendment which would adversely affect the Declarant's right and ability to develop and/or market DiPalma Estates, as it may be expanded pursuant to the provisions of Paragraph 16 hereof to include additional phase(s), shall be of any force or effect unless it is assented to in writing by the Declarant, and this assent is recorded with such amendment at the Middlesex North District Registry of Deeds. The requirements for the Declarant's assent contained in this subparagraph (f) shall terminate upon a completion of construction and sale by the Declarant to a third party purchaser (who shall not be a successor to the Declarant's development interest in DiPalma Estates as referred to in Paragraph 18 of this Declaration) of the final phase of said DiPalma Estates or the expiration of seven (7) years from the date of the recording of this Declaration, whichever shall first occur.

(g) No instrument of amendment which purposes to amend or otherwise affect Paragraphs (c) through (f) of this Paragraph 15 shall be of any force and effect unless signed by all of the Owners and all first mortgagees of record with respect to the Dwellings.

(h) Where required under the provisions of Paragraph 19 hereof, the instrument of amendment shall be assented to by the holders of the first mortgages of record with respect to the Dwellings. Each instrument of amendment executed and recorded in accordance with the requirements of this Paragraph 15 shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.

(i) Notwithstanding any other provision of this Article 15, an Owner, subject always to the provisions of Article 9(b), may modify, remove or replace the Homeowners' Dwelling and to that end may unilaterally amend this Master Deed and the Site Plan referred to herein to the extent required to reflect said addition, modification, removal or replacement, and such amendment shall be at the Owners' sole cost and expense and shall always be a requirement upon the occasion of any such work.

16. Declarant's Reserved Rights to Construct and Add Future Phases. DiPalma Estates is planned to be developed in phases, each phase of which shall include one or more buildings, each building constituting one Dwelling or Common Area Facility. In order to permit and facilitate such development, the Declarant, for himself and all his successors and assigns, hereby expressly reserves the following rights and easements:

(a) The Declarant shall have the right and easement to construct, erect and install on the Land in such locations as the Declarant shall in the exercise of his discretion determine to be appropriate or desirable:

- i. Additional building(s), each housing one Dwelling;
- ii. Additional roads, driveways, parking spaces and areas, walks and paths;
- iii. New or additional fences or decorative barriers or enclosures, and other structures of every character;
- iv. New or additional conduits, pipes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities; and
- v. All and any other buildings, structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of DiPalma Estates as a phased condominium.

For purposes of such construction, the Declarant shall have all of the rights and easements reserved to him in sub-paragraph 10(c) hereof.

Ownership of each building, together with the Dwelling and all appurtenances thereto, constructed by or for the Declarant pursuant to the said reserved rights and easements shall remain vested in the Declarant; and the Declarant shall have the right to sell and convey the said Dwellings as Dwellings of DiPalma Estates without accounting to any party (other than the Declarant's mortgagees) with respect to the proceeds of such sales.

Except as hereinafter expressly limited as to time and the maximum number of Dwellings which may be added to said DiPalma Estates as part of future phases, the Declarant's reserved rights and easements to construct and add to DiPalma Estates additional Dwellings, together with their designated appurtenant Lots, shall be unlimited.

The following sub-paragraphs (a) through (f) are set forth to further describe the scope of the Declarant's reserved rights and easements under this Paragraph 16:

(a) Time Limit After Which the Declarant May No Longer Add Additional Land and/or New Phases. The Declarant's reserved rights to amend this Master Deed to add new Dwellings to DiPalma Estates as part of future phases shall expire seven (7) years after the date of the recording of this Master Deed, provided that said reserved rights shall sooner expire upon the first to occur of the following events:

- i. The total Dwellings then included in DiPalma Estates by virtue of this Master Deed and subsequent amendments hereto pursuant to this Paragraph 16 reach the maximum limit allowed by law; or
- ii. The Declarant shall record with the Middlesex North District Registry of Deeds a statement specifically relinquishing his reserved rights to amend this Master Deed to add new Dwellings to the said DiPalma Estates.

(b) Location of Future Improvements. There are no limitations imposed on the location of future buildings, structures, improvements and installations to be constructed, erected or installed on the Land pursuant to the rights reserved to the Declarant under this Paragraph 16.

(c) Size of Phases. There are no minimum or maximum size limitations on the future phase(s) to be added to DiPalma Estates. A phase may consist of any number of buildings, each containing one Dwelling, provided, however, that the maximum total number of permitted Dwellings for the entire project shall not exceed the number permitted by applicable law.

(d) Maximum Number of Dwellings Which May be Added by Future Phases. The Declarant may amend this Master Deed to add new Dwellings to DiPalma Estates as part of future phases, however, the total number of Dwellings in DiPalma Estates shall not exceed the maximum number of Dwellings permitted by applicable law.

(e) Types of Dwellings Which May be Constructed and Added to DiPalma Estates as Part of Future Phases. The Declarant reserves the right to change, in any fashion, the type of construction, architectural design and principal construction materials of future buildings and the Dwellings which are to be added to DiPalma Estates as part of future phases. Therefore, the Declarant shall not be limited to any specific type of Building or Dwelling except that each Dwelling shall be a single family dwelling, and there shall be no limit (other than that imposed by applicable Federal, State or local law and regulations) on the use, size, layout and design of future Building(s) or the size, layout and design of future Dwellings. Also, the Declarant shall have the right to vary the boundaries of Paragraphs 5(c) and 5(d) hereof. Notwithstanding the foregoing, the size of each Dwelling constructed as part of future phases shall be limited to a variation in size from 1,300 sq. ft. to 2,200 sq. ft., or such size as may be permitted by the Town of Tewksbury or other applicable governmental body.

(f) Right to Designate Lots as Appurtenant to Future Dwellings. The Declarant reserves the right to designate certain portions of the Common Areas and Facilities and Lots for the exclusive use of the Dwelling to be added to DiPalma Estates as part of future phase(s). As hereinafter described, each amendment to this Master Deed adding additional phase(s) shall specify the Lot(s) appurtenant to the Dwelling(s) in such phase(s) if such Lot(s) are different from those described in Paragraph 8 hereof.

The Declarant may add future phase(s) and the Building(s) and Dwelling(s) therein to DiPalma Estates by executing and recording with the Middlesex North District Registry of Deeds amendment(s) to this Master Deed which shall contain the following information:

(a) An amended Exhibit B describing the Building(s) being added to DiPalma Estates.

(b) An amended Exhibit C describing the designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and Facilities and other descriptive specifications of the Dwelling(s) being added, as well as describing any variations in the boundaries of such Dwellings from those boundaries set forth in sub-paragraphs 5(c) and 5(d) of this Master Deed.

(c) If the boundaries of the Dwelling(s) being added vary from those described in said sub-paragraph 5(c) and 5(d), the definition of the Common Areas and Facilities contained in Paragraph 6 hereof shall be modified, as necessary, with respect to such Dwelling(s).

(d) An amendment Exhibit C setting forth the new percentage ownership interests for all Dwellings in the Common Areas and Facilities based upon the addition of the new Dwelling(s).

(e) If the Lots designated as appurtenant to the Dwelling(s) being added vary from those described in Paragraph 8 hereof, a description of such variations so as to identify the new or modified Lots appurtenant to the new Dwelling(s).

(f) A revised site plan of DiPalma Estates showing the new Building(s) if not already shown on an existing site plan, and floor plan(s) for the new Dwellings being added to DiPalma Estates, which floor plan(s) shall comply with the requirements of M.G.L., Chapter 183A.

It is expressly understood and agreed that no such amendments adding new phases to DiPalma Estates shall require the consent, (except as in this Paragraph 16 already granted) or signature in any manner by any Owner, any person claiming, by through or under any Owner including the holder of any mortgage or other encumbrance with respect to any Dwelling) or any other party whatsoever, and the only signature which shall be required on any such amendment is that of the Declarant. Any such amendment, when executed by the Declarant and recorded with the Middlesex North District Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid. Each Owner understands and agrees that as additional phase(s) are added to DiPalma Estates by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership interest of his Dwelling in the Common Areas and Facilities, together with his Dwelling's concomitant interest in the Homeowners' Trust and liability for sharing in the common expenses of DiPalma Estates, shall not be reduced, since the value of his Dwelling will represent the same proportion of the estimated aggregate fair value of all Dwellings in DiPalma Estates. In order to compute each Dwelling's said percentage ownership interest after the addition of a new phase, the fair value of the Dwelling measured as of the date of this Master Deed shall be divided by the aggregate fair value of all Dwellings (including the new Dwellings being added to DiPalma Estates), also measured as of the date of this Master Deed. These new percentage interests shall be set forth in the aforesaid Exhibit C which is to accompany each amendment to this Master Deed which adds a new phase to DiPalma Estates.

Every Owner by the acceptance of the deed to his Dwelling hereby consents for himself, his heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever, to the Declarant's reserved rights under this Paragraph and expressly agrees to the said alteration of this Dwelling's appurtenant percentage ownership interest in the Common Areas and Facilities when new phase(s) are added by amendment to this Master Deed pursuant to this Paragraph 16.

If in the event that notwithstanding the provisions of this Paragraph 16 to the contrary, it shall ever be determined that the signature of any Owner, other than the Declarant, is required on any amendment to this Master Deed which adds a Dwelling(s), and/or new phase(s), then the Declarant shall be empowered, as attorney-in-fact for the Owner of each Dwelling, to execute and deliver any such amendment by and on behalf of and in the name of each such Owner; whether such deed be from the Declarant as Grantor or from any other party, constitutes and appoints the Declarant as his attorney-in-fact. This power of attorney is coupled with an interest, and hence shall be irrevocable and shall be binding upon each and every present and future Owner of a Dwelling in DiPalma Estates, and all other persons claiming by, through or under him (including the holder of any mortgage or other encumbrance) or any other party whatsoever.

Notwithstanding anything to the contrary contained in this Master Deed or the Homeowners' Trust, the Declarant does hereby reserve the right to amend, restate, reaffirm or otherwise take whatever steps which may be required to complete construction of the buildings, improvements and Dwellings and the phasing of any of the same into DiPalma Estates notwithstanding that any of the same may be required to be done beyond any time period as may be otherwise provided herein so

long as any such act or omission shall not be in violation of any rule of law, regulation or the covenant for the protection of Mortgagees then in effect.

The Declarant, its successor and/or assigns shall have the right to assign, mortgage and convey any and all rights to add future phases pursuant to this paragraph.

17. Declarant's Reserved Rights to Construct Future Common Use Facilities in the Common Areas and Facilities. The Declarant, for himself and his successors and assigns, hereby expressly reserves the right and easement to construct, erect and install on the land in such locations as he shall determine to be appropriate or desirable, one (or more) common use facilities to serve DiPalma Estates, together with all such utility conduits, pipes, wires, poles and other lines, equipment and installations as shall be associated therewith. Such common use facilities may include parking lots, bus shelters, community buildings, parks, playgrounds or facilities or any other facility for common use by the Owners which the Declarant shall deem necessary or desirable. Upon substantial completion of such common use facility, it shall become part of the Common Areas and Facilities of DiPalma Estates; and the Declarant shall turn it over to the Homeowners' Trust for management, operation and maintenance and the Trustees shall accept responsibility for such management, operation and maintenance. Nothing contained in this Paragraph 17, however, shall in any way obligate the Declarant to construct, erect or install any such common use facility as part of the development.

18. Definition of "Declarant". For purposes of this Master Deed, the Homeowners' Trust and the By-Laws, "Declarant" shall mean and refer to said L. J. DiPalma, Inc., a Massachusetts corporation with offices in Tewksbury, Massachusetts, which has executed, delivered and recorded this Master Deed, and to all successors and assigns of said Corporation (including the holder of any mortgage) who come to stand in the same relationship as developer of DiPalma Estates as it did.

19. Provisions for the Protection of Mortgagees.

Definitions:

- i. "FHLMC" means Federal Home Loan Mortgage Corporation.
- ii. "FNMA" means Federal National Mortgage Association.
- iii. "Constituent Documents" means, collectively, the Master Deed, the Trust and the By-Laws and Rules and Regulations thereto and the Master Plan.
- iv. "eligible Mortgage Holder" means a holder of a first mortgage on a Dwelling who has requested notice of certain matters.
- v. "eligible Insurer or Guarantor" means an insurer of governmental guarantor of a first mortgage who has requested notice of certain matters relative to the constituent documents.

Notwithstanding anything in this Master Deed or in the Homeowners' Trust and By-Laws to the contrary, the following provisions shall govern and be applicable insofar and for as long as the same are required in order to qualify mortgages of Dwellings for sale to the Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA), as applicable, under laws and regulations applicable thereto and shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Dwellings and shall be enforceable by any First Mortgagee:

(a) In the event that the Owners shall amend this Master Deed or the Homeowners' Trust to include therein any right of first refusal in connection with the sale of a Dwelling, such right of first refusal shall not impair the rights of a First Mortgagee to:

- i. Foreclose or take title to a Dwelling pursuant to the remedies provided in its mortgage;
- ii. Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; and/or
- iii. Sell or lease a Dwelling acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii) above.

(b) Any party who takes title to a Dwelling through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Owners and incorporated in this Master Deed or the Homeowners' Trust.

(c) Any First Mortgagee who obtains title to a Dwelling by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall only be liable for such Dwelling's unpaid common expenses or dues which accrued prior to the acquisition of title to such Dwelling by such First Mortgagee, as provided by law.

(d) Except as provided by M.G.L., Chapter 183A (and Section 5.6.5 of the Homeowners' Trust which conforms to said statute) in the case of condemnation or substantial loss to the Dwellings and/or the Common Areas and Facilities of DiPalma Estates, the Owners and Trustees shall not be entitled to take the following actions unless at least two-thirds (2/3's) of the First Mortgagee's (based upon one vote for each first mortgage owned) have given their prior written consent thereto:

i. By any act or omission, seek to abandon or terminate DiPalma Estates;

ii. Change the pro-rata interest or obligations of any individual Dwelling for the purpose of (1) levying assessments or charges or allocated distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro-rata share of ownership of each Dwelling in the Common Areas and Facilities; provided that this prohibition shall be deemed waived to the extent necessary to allow the phasing of DiPalma Estates pursuant to Paragraph 16 hereof;

iii. Partition or subdivide any Dwelling;

iv. By any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities; provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagee shall be required pursuant to this clause; and provided further that this prohibition shall be deemed waived to the extent necessary to allow the phasing of DiPalma Estates pursuant to Paragraph 16 hereof;

v. Use hazard insurance proceeds on account of losses to either the Dwelling or the Common Areas and Facilities for other than the repair, replacement or reconstruction thereof, except as otherwise provided in Section 5.6.1 of the Homeowners' Trust which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of M.G.L., Chapter 183A.

(e) Consistent with the provisions of M.G.L., Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Dwelling and not to DiPalma Estates as a whole.

(f) In no event shall any provision of this Master Deed or the Homeowners' Trust give an Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of such Dwelling and/or the Common Area and Facilities.

(g) Upon written request to the Trustees of the Homeowners' Trust, identifying the name and address of the mortgage holder, insurer or governmental guarantor and the Dwelling number or address, any first mortgagee or insurer or governmental guarantor of said first mortgage (hereinafter the "eligible Mortgage Holders" and "eligible Insurers or Guarantors" as the case may be) will be entitled to timely written notice of:

i. Any condemnation loss or any casualty loss which affects a material portion of the DiPalma Estates or any Dwelling on which there is a first mortgage held, insured, or guaranteed by such eligible Mortgage Holders or eligible Insurer or Guarantor, as applicable;

ii. Any delinquency in the payment of assessments or charges owed, or default in the performance by the borrower of any obligation under the constituent documents, an Owner of a Dwelling subject to a first mortgage held, insured or guaranteed by such eligible Mortgage Holder or eligible Insurer or Guarantor, which remains uncured for a period of sixty (60) days;

iii. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees of the Homeowners' Trust;

iv. Any proposed action which would require the consent of a specified percentage of eligible Mortgage Holders.

(h) To the extent permitted by applicable law, eligible Mortgage Holders shall also be afforded the following rights:

i. Any restoration or repair of DiPalma Estates after a partial condemnation or damage due to an insurance hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by eligible Mortgage Holders holding mortgages on Dwellings which have at least fifty-one percent (51%) of the votes of Dwellings subject to eligible Mortgage Holders' mortgages.

ii. Any election to terminate the legal status of DiPalma Estates after substantial destruction or a substantial taking in condemnation of DiPalma Estates property must be approved in writing by eligible Mortgage Holders holding mortgages on Dwellings which have at least fifty-one percent (51%) of the votes of Dwellings subject to eligible Mortgage Holders' mortgages.

iii. When professional management has been previously required by an eligible Mortgage Holders or eligible Mortgage Insurer or Guarantor, whether such entity became an eligible Mortgage Holders or eligible Insurer or Guarantor at that time or later, any decision to establish self management by the Trust shall require the prior consent of Owners of Dwellings to which at least sixty-seven percent (67%) of the votes in the Trust are allocated and the approval of eligible Mortgage Holders holding mortgages on Dwellings which have at least fifty-one percent (51%) of the votes of Dwellings subject to eligible Mortgage Holders' mortgages.

(i) Monthly dues or charges in accordance with the Trust shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Areas and Facilities that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments. In addition, a working capital fund shall be established equal to at least a two (2) months' estimated common area charge for each Dwelling and shall be maintained in a segregated account. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

(j) No agreement for professional management of DiPalma Estates or any other contract with the Declarant, developer, sponsor or builder, or any lease 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.

(k) The Trustees shall make available to the Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Master Deed, Declaration of Trust, By-Laws, other rules concerning DiPalma Estates and the books, records and financial statements of the Homeowners' Trust. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.

(l) Any holder of a first mortgage of a Dwelling shall be entitled upon written request to an audited financial statement for the immediately preceding fiscal year free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request.

(m) Except for amendments to the Constituent Documents for DiPalma Estates or of termination of DiPalma Estates made as a result of destruction, damage or condemnation as above set forth:

i. The consent of Owners of Dwellings to which at least sixty-seven percent (67%) of the votes in the Homeowners' Trust are allocated and the approval of eligible Mortgage Holders holding mortgages on Dwellings which have at least sixty-seven percent (67%) of the votes of Dwellings subject to eligible Mortgage Holders' mortgages, shall be required to terminate the legal status of DiPalma Estates; and

ii. The consent of the Owners of Dwellings to which at least sixty-seven percent (67%) of the votes in the Homeowners' Trust are allocated and the approval of eligible Mortgage Holders holding mortgages on Dwellings which have at least fifty-one percent (51%) of the votes of Dwellings subject to eligible Mortgage Holders' mortgages, shall be required to add or amend any material provision of the constituent documents for DiPalma Estates which establish, provide for, govern, or regulate any of the following:

Voting rights;

Assessments, assessment liens or subordination of such liens; reserves for maintenance, repair and replacement of the Common Areas and Facilities;

Insurance or Fidelity Bonds requirements;

Rights to use Common Areas and Facilities;

Responsibility for maintenance and repair;

Expansion or contraction of the DiPalma Estates or the addition, annexation or withdrawal of property to or from the project;

The interest in the general or limited common areas;

Boundaries of any Dwelling;

The interests in the Common Areas and Facilities; convertability of Dwellings into Common Areas or of Common Areas into Dwellings;

Leasing of Dwelling estates;

Reallocation of interests in the general or limited common areas, or rights to their use;

A decision by the Trust to establish self management when professional management had been required previously by an eligible mortgage holder;

Imposition of any restrictions on a Dwelling Owner's right to sell or transfer his or her Unit;

Restoration and repair of a project after hazard damage or partial condemnation in a manner other than that specified in the constituent documents;

Any action to terminate the legal status of the project after substantial damage or condemnation occurs;

Imposition of any right of first refusal or similar restriction on the right of any Owner to sell, transfer, or otherwise convey his or her Dwelling or any provisions which are for the express benefit of mortgage holders, eligible Mortgage Holders or eligible Insurers or Guarantors of first mortgages on Dwellings;

Any addition or amendment to such Constituent Documents shall not be considered material if it is for the purpose of correcting technical errors or for clarification only. An eligible mortgage holder who receives a written request to approve additions or amendments which are not material who does not submit a response to the requesting party within the thirty (30) days after the request is made shall be deemed to have approved such request. Additionally, if specifically provided by any applicable FNMA regulation, implied approval of any addition or amendment may be assumed when an eligible mortgage holder fails to submit a response to any written proposal for an amendment within thirty (30) days after the proper notice of the proposal is received, provided notice has been delivered to the mortgage holder by certified or registered mail, return receipt requested. An affidavit by the Trustees making a reference to this section when recorded at the Middlesex North District Registry of Deeds, shall be conclusive evidence as to the existence or non-existence of any fact or to any conditions or precedent required for any action taken in connection with this Paragraph, it may be relied upon by any person without being required to make independent inquiry. This clause shall not apply to Federal Home Loan Mortgage Corporation.

The provision of this Paragraph 19 may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Middlesex North District Registry of Deeds in accordance with the requirements of Paragraph 15 hereof.

20. Sale or Lease of Dwellings.

(a) Appurtenant Interests. No Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Dwelling without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include that interest or interests so omitted, even

though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Dwelling may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Dwelling to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Dwellings.

(b) Sale and Lease Subject to Documents of DiPalma Estates. All sales and leases shall explicitly be made subject to the provisions of this Master Deed and the Homeowners' Trust and By-Laws, in accordance with Paragraphs 9 and 16 hereof.

21. Severability. In the event that any provision of this Master Deed shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed so as to be enforceable to the extent and such situations as may be permitted by applicable law, and in any event, the partial or total unenforceability of such provision shall not affect in any manner the validity, enforceability or effect of the remainder of this Master Deed; and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

22. 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 of the number of violations or breaches which may occur.

23. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed.

24. Governing Law. This Master Deed, the Homeowners' Trust and By-Laws and DiPalma Estates as created and regulated thereby, shall be governed in all respects by M.G.L., Chapter 183A as it is in force as of the date of the recording of this Master Deed. Provided, however, a subsequent amendment of, revision to or substitution for M.G.L., Chapter 183A shall apply to this Master Deed, the Homeowners' Trust and By-Laws and DiPalma Estates in the following cases:

(a) Such amendment, revision, or substitution is by its terms made mandatory; or

(b) To the extent permitted by applicable law, the Owners by a written instrument signed by Owners of Dwellings holding at least two-thirds (2/3's) of the total voting power of the Owners, as said voting power is defined in Section 4.3 of the Homeowners' Trust, may elect to have such amendment, revision or substitution apply. Such instrument setting forth this election, or a notice of it signed by a majority of the Trustees, which notice shall be accompanied by a certification that the consent of the Owners required for it has been obtained, shall be recorded with the Middlesex North District Registry of Deeds prior to its becoming effective. Such instrument or notice, as so executed and recorded shall be conclusive evidence of the existence of all facts recited therein and of compliance with all prerequisites to the validity thereof in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such instruments or notice is not valid. Notwithstanding the foregoing provisions of this subparagraph 24(b) to the contrary, the Owners may not elect to have such amendment, revision or substitution apply, without first obtaining the written consent of the Declarant, which consent shall be recorded with the instrument setting forth the election with the Middlesex North District Registry of Deeds, if any such amendment, revision or substitution would adversely affect the Declarant's right and ability to develop and/or market DiPalma Estates, including all its possible future phase(s).

25. Gender, etc. Whenever in this Master Deed the context so requires; the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

26. Special Amendments. Notwithstanding anything herein contained to the contrary, the DECLARANT reserves the right and power to record a special amendment (SPECIAL AMENDMENT), to this Master Deed or the HOMEOWNERS' TRUST at any time and from time to time which amends this Master Deed or the HOMEOWNERS' TRUST:

A. To comply with requirements of the Federal National Mortgage Association, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities;

B. To induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering DWELLING ownership;

C. To bring this Master Deed or the HOMEOWNERS' TRUST into compliance with the M.G.L.A. Chap. 183A; or

D. To correct clerical or typographical errors in this Master Deed or the HOMEOWNERS' TRUST or any EXHIBIT thereto, or any supplement or amendment thereto.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to DECLARANT to vote in favor of, make or consent to any SPECIAL AMENDMENT on behalf of each DWELLING OWNER. Each deed, mortgage, other evidence of obligation, or other instrument affecting a DWELLING and the acceptance of, shall be deemed to be a consent to the reservation of, the power to the DECLARANT to vote in favor of, make, execute and record any such SPECIAL AMENDMENT. The right of the DECLARANT to act pursuant to rights reserved or granted under this Paragraph shall be automatically assigned by the DECLARANT, without further confirmation or act or deed by the DECLARANT, to the TRUSTEES of the TRUST upon resignation of those Trustee(s) appointed by the DECLARANT pursuant to Paragraph 3.1 (b) of the Trust.

IN WITNESS WHEREOF, the said L.J. DiPalma, Inc., has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Maureen F. DiPalma, its President and Treasurer hereto duly authorized, this 9th day of March, 1994.

L.J. DiPalma, Inc.,

BY:

Maureen F. DiPalma, President
and Treasurer

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

On this 9th Day of March, 1994, before me personally appeared the above-named Maureen F. DiPalma, President and Treasurer of L.J. DiPalma, Inc., and acknowledged the foregoing to be her free act and deed and free act and deed of L.J. DiPalma, Inc.

Notary Public: Stephen L. Bernard
My Commission Expires: 3-25-95

accordance with all such provisions, requirements, plans and specifications in a manner and with a rate of progress which, in the reasonable opinion of Lessee as aforesaid, will result in the completion of such constructions and inclusions of such additional Dwellings and common areas and facilities in DiPalma Estates within the time periods allowed therefor in said Master Deed. So long as this Lease remains outstanding and in effect on or with respect to said Premises, Lot or Phase thereof, all buildings, structures, and improvements in construction on said Premises, Lot or Phase shall remain the separate property of the Lessor and/or Lessee and shall not pass with the reversionary estate.

ARTICLE V

Use: The Leased Premises may be used for any lawful purpose consistent with the provisions of the foregoing Article IV.

ARTICLE VI

Indemnification: Lessee agrees to indemnify Lessor from and against any and all claims and demands, except such as result from the negligence of Lessor or its agents, servants and/or employees, for or in connection with any accident, injury or damage whatsoever caused to any person or to any personal property, arising directly or indirectly out of the possession or use of the Leased Premises or any part thereof by the Lessee, and Lessee agrees to maintain public liability insurance with respect to the Leased Premises, covering the Lessee and the Lessor as co-insured, in such amounts as the Lessor may from time to time reasonably require.

ARTICLE VII

Defaults: If any default may be made in the payment of rent and if Lessee fails to cure such default within thirty (30) days after receipt of written notice to Lessee, or if default be made in the performance of any other condition, covenant or agreement herein, and if Lessee fails to cure such default within thirty (30) days after written notice thereof to Lessee, or commence to cure such default within said thirty (30) day period and thereafter diligently proceed to completion, then Lessor may immediately take legal action on account of such default for such relief at law or in equity as may be appropriate except for termination of this Lease or recovery of possession of Leased Premises, but Lessor shall not have any right, except as provided in article X hereof, to terminate this lease, or to re-enter or take possession, or in any manner interrupt or disturb Lessee's peaceful possession or enjoyment of the Leased Premises.

ARTICLE VIII

Quiet Enjoyment: Lessor hereby covenants and agrees that Lessee and its successors and assigns, upon paying the rents and performing and fulfilling the conditions and provisions herein upon Lessee's part to be paid or fulfilled, shall and may peaceably and quietly hold, occupy and enjoy the Leased Premises during the term of the Lease, subject to the provision of Article IX hereof, free from any hindrance or molestation by Lessor, or any person or persons rightfully claiming through or under Lessor.

Lessor hereby warrants that it has good record and marketable title to the Leased Premises in fee simple, free of encumbrances (except as stated in Exhibit A), and that it has the unrestricted right to enter into this Lease upon the terms herein contained.

ARTICLE IX

Partial Termination: With respect to each, separately and severally, of the Phases comprised in the Leased Premises (including any Lots into which the same may be divided), the leasehold hereunder shall terminate and this Lease shall cease and be void with respect to such Lots and the Buildings, and improvements thereon upon the recording with Middlesex North District Registry of Deeds of the amendment to the Master Deed as to Lots, which Lots have Dwellings constructed thereon which have been incorporated into the project by the recording of said Master Deed and are described in Exhibits B and C thereof, shown on the plan referred to in Exhibit A, or which may thereafter be incorporated and described in Exhibits B and C of an Amendment of the Master Deed, referred to in Article IV hereof, by which Amendment Dwellings then construction on such Lot and the common facilities thereon, are included in the project established by said Master Deed. Such partial terminations shall be effected by the recordings of such Amendments ipso facto, and Lessee further agrees to execute and deliver to Lessor such instruments as Lessor shall reasonably request in order to confirm and establish each such partial termination. If and when all of said Premises are so removed from the operation and effect of this Lease, then and thereupon this Lease shall terminate in its entirety and be void without recourse to the parties hereto.

EXHIBIT A
TO THE MASTER DEED OF L. JOHN DIPALMA ESTATES

"LAND"

Lot 50 as shown on a plan of land entitled, "Final Site Plan, L.J. DiPalma Estates, North Street Tewksbury, Massachusetts, prepared for North Street Common Realty Trust, 30 Hillman Street - Tewksbury, Massachusetts, October 1, 1992 - Scale 1" = 100', Cuoco & Cormier, Inc., Civil Engineers - Land Surveyors." Said plan is recorded at Middlesex North District Registry of Deeds, Plan Book 181, Plan 37.

Containing 32.67 acres more or less, according to said plan.

For a more particular description reference is made to said plan.

The Declarant has and will expressly reserve to itself the fee in the streets and ways as shown on said plan upon the inclusion of the land in the project, upon expiration of Declarant's rights pursuant to this Master Deed, the Declarant shall convey said interest to the Homeowners' Trust.

The Declarant has granted to the current Owners and to the Trustees of the Homeowners' Association and will grant to the Owners of addition Dwellings situated on the land, the right to use as streets and ways as shown on said plan, or as the same may be hereinafter amended for all purposes for which streets and ways are used in the Town of Tewksbury, in common with the Declarant and others who are or may become entitled thereto, including, but not limited to the Town of Tewksbury, and the United States Post Office Service, necessary for access and egress from Dwellings to a public way.

Said additional Dwellings will be subject to the benefits of all rights and ways, drainage and utility easement shown on said plan.

Said land is subject to and with the benefit of the following:

1. Order of Conditions under the Massachusetts Wetlands Protection Act as recorded in Middlesex North District Registry of Deeds at Book 3217, Page 240.
2. Amended Order of Conditions under Massachusetts Wetlands Protection Act as recorded in Middlesex North District Registry of Deeds at Book 4402, Page 337.
3. Second Amendment to Order of Conditions under Massachusetts Wetlands Protection Act as recorded in Middlesex North District Registry of Deeds at Book 4419, Page 146 as extended by Extension Permit recorded in said Deeds at Book 5798, Page 278.
4. [Third] Amendment to Order of Conditions under Massachusetts Wetlands Protection Act as recorded in Middlesex North District Registry of Deeds at Book 6190, Page 228.
5. Electrical Easement to Massachusetts Electric Company as recorded in Middlesex North District Registry of Deeds, Book 5636, Page 255 and Book 5636, Page 259.
6. Telephone Easement to New England Telephone and Telegraph Company as recorded in Middlesex North District Registry of Deeds at Book 5684, Page 200.
7. Easement to Massachusetts Electric Company as recorded in Middlesex North District Registry of Deeds, Book 5782, Page 333.
8. Planning Board Covenants as recorded in Middlesex North District Registry of Deeds at Book 6251, Page 284.
9. A Notice of Variance as recorded in Middlesex North District Registry of Deeds at Book 6251, Page 286, et. seq.
10. Easement to New England Power Engineering & Service Corporation across and upon a strip of land 250' in width as recorded in Middlesex North District Registry of Deeds at Book 799, Page 577 and Book 800, Page 302 as assigned to New England Power Company recorded in Middlesex North District Registry of Deeds, Book 891, Page 16. See also Middlesex North District Registry of Deeds, Book of Plans 60, Plan 84a.

CONTINUATION OF EXHIBIT A

11. Taking by Middlesex County Commissioners for the Layout of North Street, Tewksbury, Massachusetts as recorded in Middlesex North District Registry of Deeds, Book 969, Page 178 and Plan Book M, Plan 261.
12. Restrictions and covenants as set forth on "Final Site Plan L.J. DiPalma Estates, Tewksbury, Massachusetts prepared for North Street Commons Realty Trust by Cuoco & Cormier, Inc., Civil Engineers - Land Surveyors dated October 1, 1992 - Scale 1" = 100' Recorded in Middlesex North District Registry of Deeds, Book of Plans 180, Plan 66 and Book of Plans 181, Plan 37.
13. Sewer Easement as shown as Prop. Sewer Easement, Lot 55 and Lot 54, on "Easement Plan L.J. DiPalma Estates North Street, Tewksbury, Massachusetts prepared for North Street Commons Realty Trust, 36 Hillman Street - Tewksbury, Massachusetts, December 28, 1992 - Scale 1" = 100', Cuoco & Cormier, Inc. Civil Engineers - Land Surveyors" recorded in Middlesex North District Registry of Deeds, Book of Plans, 181, Plan 36.

For Declarant's title, see Deed of Frances Germano, dated January 14, 1994, and recorded with Middlesex North District Registry of Deeds, Book 6933, Page 88, and Deed dated January 14, 1994, of Maureen F. DiPalma et. al., Trustees under a Trust Agreement dated August 28, 1987, and recorded with Middlesex North District Registry of Deeds, Book 6933, Page 85.

EXHIBIT B
TO THE MASTER DEED OF L. JOHN DIPALMA ESTATES

"DESCRIPTION OF BUILDINGS"

L. John DiPalma Estates is shown as Lots 1 through 68 and 70 through 89 (there being no Lot 69) on, "Site Plan L. John DIPALMA ESTATES North Street, Tewksbury, Massachusetts prepared for: L.J. DiPalma, Inc., 36 Hillman Street - Tewksbury, Massachusetts, February 25, 1994 Scale: 1" = 40' Cuoco & Cormier Engineering Associates, Inc., Civil Engineers - Land Surveyors recorded with Middlesex North District Registry of Deeds, Book of Plans _____, Plan _____, Sheets 1, 2 & 3, to which Plans references are hereby made for a more particular description.

Until Amendment of the Master Deed is hereinafter provided in accordance with Article 16 to create additional phases of the project, the Dwellings in the project shall only be those included and described as Phases 1, 2, 4, 5, & 6 in this Master Deed and as shown on the plans filed herewith. Phases 1, 2, 4, 5, & 6 shall consist of five (5) buildings, each being one free standing single family Dwelling.

The Buildings of Phases 1, 2, 4, 5, & 6 are constructed principally of poured concrete foundations, wood frame construction, and vinyl siding, and asphalt or fiberglass shingled roof, and shall contain one, two, or three stories as shown on the respective plan. Each Dwelling has a front and rear and/or side entrance, and may contain a landing and/or stairways servicing same, and may contain either a deck or patio and may contain either a one or two car garage. Each Dwelling has its own separate gas and electric meters, gas fired heat and hot water systems.

Each Dwelling shall have the exclusive use of so much of the common land situated within the boundaries of the Lot corresponding to the Dwelling, and upon which the Dwelling is located.

The location of the Buildings and of existing access ways are shown on the Site Plan recorded herewith.

EXHIBIT C
TO THE MASTER DEED OF L. JOHN DIPALMA ESTATES
"DESCRIPTION OF DWELLINGS"

<u>Lot Number</u>	<u>P.O. Address</u>	<u>Approximate Area</u>	<u>Designation</u>	<u>Percentage Interest</u>
1.	1 Juniper Lane, Tewksbury, MA 01876	2,136 sq.ft.	L, D, K, 1 & 1/2 B, 2 Br., S, G, F, A, Dk., and U.	20.0%
2.	2 Juniper Lane, Tewksbury, MA 01876	2,184 sq.ft.	L, D, K, 1 & 1/2 B, 2 Br., S, G, F, A, Dk., and U.	20.0%
4.	4 Juniper Lane Tewksbury, MA 01876	2,184 sq.ft.	L, D, K, 1 & 1/2 B, 2 Br., S, G, F, A, Dk., and U	20.0%
5.	5 Juniper Lane Tewksbury, MA 01876	2,136 sq.ft.	L, D, K, 1 & 1/2 B, 2 Br., S, G, F, A, Dk., and U	20.0%
6.	6 Juniper Lane Tewksbury, MA 01876	2,184 sq.ft.	L, D, K, 1 & 1/2 B, 2 Br., S, G, F, A, Dk., and U	20.0%

A. Each Dwelling has immediate access to common areas through its front, rear, and/or side doors.

B. Each Dwelling has an exclusive use area consistent with the corresponding numbered Lot as shown on the Dwelling plan

L = Living Room K = Kitchen Br. = Bedroom G = Garage Dk. = Deck U = Utility Room
D = Dining Room B = Bathroom S = Study A = Attic F = Family Room

HOMEOWNERS' TRUST

L. JOHN DIPALMA ESTATES

HOMEOWNERS' TRUST

This Declaration of Trust made this 9th day of March, 1994, by L.J. DiPalma, Inc., a Massachusetts corporation with offices at Tewksbury, Massachusetts (hereinafter called the "Trustee or Trustees", which term and any pronoun referring thereto shall be deemed to include its successors in trust hereunder and to mean the Trustee or the Trustees from the time being hereunder, wherever the context so permits).

ARTICLE I - NAME OF TRUST

The Trust created hereby shall be known as "L. John DiPalma Estates Homeowners' Trust".

ARTICLE II - THE TRUST AND ITS PURPOSE

2.1 General Purpose. This Trust is created as the organization of Homeowners (hereinafter the "Owners" or "Homeowners") as required by the provisions of Chapter 183A, "Chapter 183A"; for the purpose of managing and regulating L. John DiPalma Estates (hereinafter "DiPalma Estates") established by a Master Deed (hereinafter "Master Deed") executed by L. J. DiPalma, Inc., (hereinafter the "Declarant", which term shall also include all persons or entities which may succeed to the Declarant's position as developer of DiPalma Estates in accordance with the definition of Declarant contained in Paragraph 18 of the Master Deed, dated the same date as the date of this Trust and recorded herewith).

2.2 Definitions. Unless the context otherwise requires, the words defined in the Master Deed and the definitions contained in Section 1 of Chapter 183A shall be applicable to this Trust. The term "Dwelling" shall have the same meaning as the term "Unit" as defined by Chapter 183A, Section 1 et seq.

2.3 Trust and Not Partnership. It is hereby expressly declared that a trust and not a partnership or corporation is hereby created, and that the Owners are beneficiaries and not partners or associated between and among themselves with respect to the trust property, and hold no relation to the Trustees other than as beneficiaries hereunder.

2.4 Property Held in Trust. All property, real and personal, tangible and intangible, conveyed to or held hereunder by the Trustees shall vest in the Trustees, in trust, to manage, administer and dispose of the same and to receive and/or distribute the income and/or principal thereof for the benefit of the Owners from time to time of the Dwellings in DiPalma Estates.

The beneficial interest of each Owner is set forth in Exhibit C to the Master Deed and is made a part hereof (See Section 4.1 hereof), which interest is equal to the percentage undivided ownership of DiPalma Estates as said percentage individual ownership interest may be amended from time to time.

ARTICLE III - THE TRUSTEES

3.1 Number of Trustees: Term of Office: Qualifications.

(a) Except as hereinafter provided, after the original Trustee named herein shall cease to serve, there shall be at all times not less than three (3) nor more than seven (7) Trustees, such number to be determined from time to time by vote of Owners holding not less than fifty-one per cent (51%) of the total voting power of the Owners hereunder, which voting power shall be exercised at any annual or special meeting of the Owners. Provided, however, the original Trustee shall continue to serve for the period as set forth in Article III (b) below. If the original Trustee shall resign, become incapacitated or be unable or unwilling to serve as Trustee during this initial period, then the Declarant or such person or entity as may succeed to the Declarant's position as developer of DiPalma Estates (the Declarant and all such successors being hereinafter called the "Sponsor") shall appoint its successor to fill the remainder of such term. Upon the expiration of such term as set forth in Article III (b) below, the office of the original Trustee or its successor as designated by the Sponsors shall be deemed vacant so as to permit such vacancy to be filled in the manner provided in section 3.3 below. Until such vacancy has been filled, however, the original Trustee or their successor as designated by the Sponsor may continue to act. The term of office of trustees succeeding the original Trustee shall be for a period of two (2) years and until their successors have been elected and qualified. The Trustees shall not be Owners (subject to Article III, Section 3.6).

(b) Notwithstanding any thing to the contrary in this Trust contained, those Trustees appointed or selected by the Declarant as aforesaid shall resign no later than the earliest of the following events:

- i. One Hundred Twenty (120) days after seventy-five per cent (75%) of all the Dwellings permitted by applicable law to be constructed as future phases of DiPalma Estates have been conveyed to Dwelling purchasers; or
- ii. Three (3) years following conveyance of the first Dwelling.

The purpose of the foregoing provision is to comply with the requirement imposed by the Federal National Mortgage Association ("FNMA"), necessitating the transfer of control of the Homeowners' Organization to the Owners as above provided. For this purpose "control" means the right of the Declarant to control the Homeowners' Organization or its Trustees, DiPalma Estates itself or the Owners in any manner except through votes allocated to Dwellings owned by the Declarant on the same basis as votes pertaining to sold Dwellings.

3.2 Election of Trustees. The Trustee shall be elected by a vote of Owners holding not less than fifty-one per cent (51%) of the total voting power hereunder, which vote shall be cast at any annual or special meeting of the Owners. Each person elected to serve as Trustee who wishes to so serve shall promptly file with the Secretary of the Trust his written acceptance of election, and upon receipt of such acceptance, the Secretary shall sign and record with the Middlesex North District Registry of Deeds a certificate of election setting forth the names of the new Trustees and reciting that they have been duly elected by the requisite vote of the Owners and have filed their written acceptance of election with the Secretary.

3.3 Vacancies. If and whenever the number of Trustees shall become less than three or less than the number of Trustees last determined by the Owners as provided in Section 3.1 hereof, a vacancy or vacancies in the office of Trustee shall be deemed to exist. Each such vacancy shall be filled by the appointment of a successor who shall be designated by a vote of Owners holding not less than fifty-one per cent (51%) of the total voting power hereunder, which vote shall be cast at any annual meeting or at any special meeting of the Owners called for the purpose of filling the vacancy. Each Trustee appointed to fill a vacancy shall promptly file with the Secretary his written acceptance of appointment. Each such appointment to fill a vacancy shall be evidenced by recording with the Middlesex North District Registry of Deeds of a certificate of appointment signed by the Secretary setting forth the name of the new Trustee appointed to fill the vacancy and reciting that said Trustee has been duly appointed by vote of Owners, and that he has filed his written acceptance of appointment with the Secretary. If for any reason any successor shall not be so designated within sixty (60) days after the vacancy or vacancies said Trustee may be appointed by majority vote of all remaining Trustees or, in the alternative, by any court of competent jurisdiction upon the application of any Owner or Trustee after notice to all Owners and Trustees and to such others as the court may direct. Any appointment of any interim Trustee by such vote of the remaining Trustees shall become effective by recording with said Registry of Deeds a certificate of appointment signed by the Secretary setting forth the name of the interim Trustee appointed to fill the vacancy and reciting that said Trustee has been duly appointed by a vote of the Trustees. Any appointment of any interim Trustee by such court proceedings shall become effective by recording with said Registry of Deeds a certified copy of the court decree and of the acceptance of such appointment by the Trustee so appointed. Any Trustee appointed by the Owners to fill a vacancy shall serve for the remainder of the term of the Trustee whose vacancy he filled. Any interim Trustee appointed by the Trustees or by a court after the failure by the Owners to fill the vacancy shall serve only until such time as the Owners at any annual or special meeting elect a new Trustee (who may be the same person as the interim Trustee) to permanently fill the vacancy involved, provided that if the Owners do not so elect a new Trustee to replace the interim Trustee, the interim Trustee shall serve for the remainder of the term of the Trustee whose vacancy he filled.

Notwithstanding the foregoing provisions of this section 3.3, the remaining Trustees shall continue to exercise and discharge all of the powers, discretion and duties hereby conferred upon the Trustees. Any person appointed as a successor Trustee as hereinbefore provided shall be vested with the title to the Trust property jointly with the remaining Trustees without the necessity of any act of transfer or conveyance.

3.4 Quorum and Action by Majority. The Trustees may act by a majority vote at any duly called meeting at which a quorum is present. A quorum shall consist of a majority of the Trustees, but in no event less than one (1) Trustee.

3.5 Action by Consent of Trustees. The Trustees may transact, without a meeting, any business which they are authorized to transact at a meeting, provided that the Trustees unanimously assent in writing to the decisions of the Trustees concerning such business by signing the official record of said decisions to be filed with the records of the Trustees. Any action so taken shall have the same force and effect as though taken at a duly called and held meeting of the Trustees.

3.6 Resignation and Removal of Trustee. Any Trustee may resign by notice in writing given to the Secretary of the Trust, who shall in turn transmit written notice of such resignation to each of the other Trustees. Such written resignation shall be recorded by the Secretary of the Trust at the Middlesex North District Registry of Deeds. After reasonable notice and an opportunity to be heard, a Trustee may be removed from office for good cause relating to his performance (or his non-performance, as the case may be) of his duties as a Trustee by a vote of Owners holding at least fifty-one per cent (51%) of the total voting power hereunder, which vote shall be cast at any annual or special meeting of the Owners, the notice of which shall specify that the removal shall be voted upon thereat. Any such removal shall be evidenced by the recording at the Middlesex North District Registry of Deeds of a certificate of removal signed by the Secretary of the Trust naming the Trustee so removed and reciting that the requisite votes of the Owners were cast for the removal.

In the event that a Trustee who is an Owner ceases to be an Owner and does not, within thirty (30) days of his ceasing to be an Owner, file a written statement with the Secretary of his intent to remain a Trustee, such Trustee shall be conclusively deemed, without further notice, to have resigned and a vacancy shall be deemed to exist. In the event such Trustee shall file a written statement of his intent to remain a Trustee, the remaining Trustees may, by majority vote, allow such Trustee to continue to sit as such Trustee or, by like vote, reject such statement of intent, in which event said Trustee shall be deemed to have resigned and the remaining Trustees shall forthwith call a Special Meeting of the Owners to fill the vacancy thereby created pursuant to Section 3.3; the name of the Trustee deemed to have resigned shall be placed in nomination to fill such vacancy by the Secretary.

3.7 Votes to be Cast for Trustees. As provided in Section 4.3 hereof, each Owner shall have voting power equal to his Dwelling's percentage of undivided beneficial interest hereunder as set forth in Exhibit C to the Master Deed as the same may be amended. The Declarant shall have voting power as an Owner for all unsold Dwellings constructed or unconstructed. The provisions setting forth the voting power of the Owners, including the Declarant, are contained in greater detail in said Section 4.3 hereof.

3.8 No Bond by Trustees. No Trustee elected or appointed as hereinbefore provided, whether as original or successor Trustee, shall be obligated to give any bond or surety or other security for the performance of his duties hereunder; provided, however, that Owners holding at least fifty-one per cent (51%) of the beneficial interest hereunder may at any time, by notice in writing signed by them and delivered to the Trustee or Trustees affected thereby, 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 notice; and provided further that any Trustee who is vested with authority or responsibility for handling funds belonging to or administered by the Trust shall be covered by a fidelity bond conforming to the requirements of Section 5.5.1(d) hereof. All expenses incident to any such bond shall be charged as a common expense of DiPalma Estates.

3.9 Compensation of Trustees. No Trustee shall receive compensation for his services, except that by a vote of a majority of the other Trustees a Trustee may be reimbursed for his out-of-pocket expenditures associated with Trust business.

3.10 No Liability if in Good Faith. No Trustee shall be personally liable or accountable out of his personal assets by reason of any action taken, suffered or omitted in good faith, or for allowing one or more of the other Trustees to have possession of the Trust books or property, or by reason of honest errors or judgment, mistakes of fact or law, the existence of any personal or adverse interest, or by reason, of anything except his own willful malfeasance and default.

3.11 Dealing with Trust not Prohibited. No Trustee or Owner shall be disqualified by his office from contracting or dealing directly or indirectly with the Trustees or with one or more Owners, nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which any Trustee or Owner shall be in any way interested be avoided, nor shall any Trustee or Owner 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, or by reason of such Owner's status, provided the Trustee or Owner shall act in good faith and shall disclose the nature of his interest before the dealing, contract or arrangement is entered into.

3.12 Indemnity. The Trustees and each of them shall be entitled to indemnity both out of the Trust property and by the Owners against any liability incurred by them or any of them in good faith 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.

ARTICLE IV - BENEFICIARIES BENEFICIAL INTEREST AND VOTING POWER

4.1 Percentage Interest. The beneficiaries shall be the Owners of DiPalma Estates from time to time. The beneficial interest in the Trust shall be divided among the Owners in the percentage of undivided beneficial interest appertaining to the Dwellings of DiPalma Estates, which shall be identical to the Dwelling's percentage interest in the Common Areas and Facilities of DiPalma Estates as set forth in Exhibit C to the Master Deed, as said Exhibit C may be hereafter amended as additional phase(s) are added to DiPalma Estates pursuant to the provisions of Paragraph 16 of the Master Deed and paragraph 4.3 herein.

4.2 Persons to Vote as Owners. The beneficial interest of each Dwelling of DiPalma Estates shall be held as a Dwelling and shall not be divided among several Owners of any such Dwelling. To that end, whenever any of said Dwellings is owned of record by more than one person, the several Owners of such Dwelling shall (a) determine and designate which one of such Owners or other person shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Dwelling hereunder; and (b) notify the Trustees of such designation by a notice in writing signed by all of the record Owners of such Dwelling. 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, by majority vote, designate any one such Owner or other person for such purposes.

4.3 Voting Power of the Owners. Each Owner, including the Declarant, shall have voting power in the affairs of DiPalma Estates equal to the percentage of undivided interest appertaining to his Dwelling as set forth in Exhibit C to the Master Deed, as said Exhibit C may be hereafter amended as additional phase(s) are added to DiPalma Estates pursuant to the provisions of Paragraph 16 of the Master Deed. In addition, and notwithstanding any other provisions of this Trust and the By-Laws contained herein to the contrary, since DiPalma Estates is a phased development, with the Declarant having the reserved right and easement to construct and add additional phases as set forth in Paragraph 16 of the Master Deed, the Declarant shall have the right to exercise such voting power as an owner which shall, in each instance constitute a majority of any vote taken by the Owners, such rights shall exist until the Declarant turns control of the association over to the Unit Owners pursuant to Article III, paragraph 3.1(b) hereof. Therefore, the words "total voting power of the Owners" as used in the Master Deed and this Trust shall be equal to the sum of the voting power held by the Owners (including the Declarant) of the Dwellings then included in DiPalma Estates, taking into account the provisions of the prior sentence. Provided, however, that notwithstanding the foregoing, at such time as the Trustees appointed or selected by the Declarant shall resign, as is provided in Article III, Section 3.1(b) hereof, the voting power of the Owners shall be limited to that held by those Owners (including the Declarant with respect to Dwellings owned by the Declarant) of Dwellings included in DiPalma Estates, and no voting power may be exercised by the Declarant with respect to Dwellings not then included in DiPalma Estates. The express intent of the voting power as is herein set forth is to allow for the Owners to have a proportionate voice in the management and regulation of DiPalma Estates through this Trust, as the Homeowners' Association, taking into due account the necessity for retention of control by the Declarant during the period of future phased development of DiPalma Estates.

ARTICLE V - BY-LAWS

The provisions of this Article V and the By-Law Rules and Regulations incorporated herein and a part hereof shall constitute the By-Laws (the "By-Laws") of this Trust and the association of Homeowners established hereby, to wit:

5.1 Powers and Duties of the Trustees. The Trustees shall have the powers and duties specifically conferred upon them by Chapter 183A, the Master Deed and these By-Laws, and all other powers and duties necessary for the administration of the affairs of DiPalma Estates (except as otherwise provided by law, the Master Deed or these By-Laws), including, without limiting the generality of the foregoing, the following powers and duties:

5.1.1 To appoint and remove at pleasure all officers, agents and employees of the Trust, prescribe their duties, fix their compensation, and require of them such security or fidelity bond(s) as they may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Owner or Trustee in any capacity whatsoever.

5.1.2 To establish, levy and assess, and collect the assessments for common expenses referred to in Section 5.4 hereof.

5.1.3 To do all things necessary to operate, maintain, repair, improve, replace, alter and otherwise administer and care for the Common Areas and Facilities and, to the extent provided in the Master Deed and these By-Laws, maintain, repair, and care for the Dwellings.

5.1.4 To obtain all policies of insurance required by these By-Laws and such other insurance as may be required by law or as the Trustees may from time to time determine.

5.1.5 To obtain any legal, architectural, accounting, administrative and other services deemed advisable by the Trustees, including the services of a manager and any other personnel, to whom the Trustees, except to the extent limited by Chapter 183A, the Master Deed, or these By-Laws (including this Section 5.1), may delegate certain of its powers and duties. The Trustees shall be entitled to rely upon the advice and counsel of attorneys, architects, accountants and other advisors hired by them and shall be protected in so doing.

5.1.6 To adopt, amend, modify and rescind from time to time and enforce rules and regulations (the "Rules") governing the use of DiPalma Estates and the personal conduct of the Owners and their families, tenants and guests thereon.

5.1.7 To cause to be kept a complete record of all its acts and the affairs of the Trust and to present a statement thereof to the Owners at the annual meeting of the Owners.

5.1.8 To purchase, or otherwise acquire title to or an interest in, sell, lease, mortgage and otherwise maintain, manage, hold, use, encumber, and dispose of any property, real or personal, tangible or intangible, in the course of their administration and management of DiPalma Estates, provided that except in the event of condemnation or substantial loss to the Dwellings and/or the Common Areas and Facilities subject to the provision of Sections 5.6.5 and/or 5.6.1(b) hereof, the Trustees may not act or by omission seek to abandon, partition, subdivide, encumber, sell or transfer any part or all of the Common Areas and Facilities, other than by the granting of utility rights and easements and/or rights and easements for other public purposes consistent with the intended use of the Common Areas and Facilities, or Exclusive Use Areas (hereafter called "Lots") without the prior authorization of Owners holding at least seventy-five per cent (75%) of the total voting power of the Owners hereunder and of at least two-thirds (2/3) (based on one vote for each first mortgage owned) of all first mortgagees of record of Dwellings in DiPalma Estates.

5.1.9 To open and maintain bank accounts, and to authorize the drawing of checks and other financial instruments, and to keep a full and complete record of all financial transactions, which record shall be available for inspection by the Owners and mortgagees of the Dwellings and to prepare periodic financial reports and accountings as may be reasonably required by the Owners.

5.1.10 To purchase in its own name or in the name of a nominee one or more Dwellings in DiPalma Estates at any public or private sale upon the terms and conditions as the Trustees may deem desirable, provided that the Trustees obtain the prior authorization of the Owners for any such purchase pursuant to Section 5.24 hereof; and to sell, lease, mortgage and otherwise maintain, manage, hold, encumber and dispose of such Dwellings, upon such terms and conditions as the Trustees shall deem appropriate.

5.1.11 To borrow or in any other manner raise such sum or sums of money or other property as it shall deem advisable in any manner and on any terms, and to evidence the same by notes, bonds, securities or other evidence of indebtedness, which may mature at a time or times, and subject to any limitations imposed by law, the Master Deed, or these By-Laws, to execute and deliver any mortgage, pledge, or other instrument to secure any such borrowing; provided, however, that the Trustees shall have no authority to bind the Owners personally.

5.1.12 To establish committees from among the Owners, define their powers and duties and appoint and remove their members.

5.1.13 To grant easements and rights with respect to utilities to be installed in, upon, under and over the Common Areas and Facilities and to enter into such agreements and undertakings as shall be necessary therefore.

5.1.14 To approve the location and relocation of easements and rights for utilities which have been installed in, upon, under or over the Common Areas and Facilities and to execute, acknowledge and record such instruments and plans identifying such easements as the trustees deem necessary or desirable.

5.1.15 To receive notice, review and approve (a) certain modifications to the Dwelling(s) as referred to in Sub-Paragraph 9(b) of the Master Deed (and limited in scope as provided therein); (b) any other construction, modification or decoration activities with respect to a Dwelling which involve or impact the Common Areas and Facilities, exclusive of Lots, and/or over which the Trustees may specifically have review and approval authority under the provisions of the Master Deed and this Homeowners' Trust. Enforce obligations of the Owners, allocate income and expenses and do anything and everything else necessary and proper for the sound management of DiPalma Estates. The Board shall have the power to levy fines against Owners for violations of rules and regulations established by it to govern the conduct of the Owners. The Board shall give notice to any Owner of a violation of any rule or regulation prior to fining said Owner. No fine may be levied for more than fifteen

dollars (\$15.00) for each of the first thirty (30) days of any one violation, twenty-five dollars (\$25.00) for each of the second thirty (30) days of any one violation and fifty dollars (\$50.00) for each day that said violation continues thereafter. Such fines shall accumulate daily until the violation ceases. Collection of fines may be daily until the violation ceases. Collection of fines may be enforced against the Owner or Owners involved as if the fines were common charges owed by the particular Owner or Owners.

5.1.16 To sign, seal, acknowledge, deliver and record in any one or more public offices or places of recording all such instruments and documents as the Trustees shall deem necessary or desirable in the exercise of their powers and the discharge of their duties.

Notwithstanding any provisions of this Trust and By-Laws to the contrary, the Trustees may not delegate to any manager or managing agent for DiPalma Estates any of the following powers and duties:

- (a) The power to appoint the officers of the Trust.
- (b) The power to establish, levy, and assess the assessments or charges for common expenses.
- (c) The power to adopt, revise, modify, and rescind DiPalma Estates Rules and Regulations.
- (d) The powers and duties described in Sections 5.1.8, 5.1.9, 5.1.10, 5.1.11, 5.1.12, 5.1.13, 5.1.14, 5.1.15, and 5.1.16 above.

5.2 Maintenance and Repair of Dwellings and Limited Common Areas and Facilities.

5.2.1 Each Owner shall be responsible for the proper maintenance, repair, and replacement of his Dwelling and those utility fixtures and installations including heating, hot water and air conditioning equipment and systems, if any, serving his Dwelling which are not part of the Common Areas and Facilities. Unless otherwise modified by written agreement of an Owner with the Trustees or by general policy adopted by the Trustees, each Owner shall also be responsible for the proper maintenance, repair and replacement of, including but not limited to removal of snow and ice, from all entrances, patios, decks, landings, stairs, all paved or unpaved driveways, walkways as well as (a) any improvements made by an Owner to his Dwelling or to his Lot (i.e., that area designated as part of the Exclusive Use Area appurtenant to his Dwelling); (b) any other Lot appurtenant to his Dwelling which may be specifically designated by the Declarant as the responsibility of the Owner to maintain and repair in any amendment to the Master Deed adding future phase(s) pursuant to the provisions of Paragraph 16 of the Master Deed. Each Owner shall be responsible for all damages to other Dwellings and/or the Common Areas and Facilities caused by his failure to satisfy his maintenance, repair and/or replacement obligations hereunder.

5.3 Maintenance, Repair, and Replacement of Common Areas and Facilities and Assessments of Common Expenses.

The Trustees shall be responsible for the proper maintenance, repair, and replacement of the Common Areas and Facilities of DiPalma Estates, subject to the provisions of Section 5.2 hereof with respect to Lots and also subject to the provisions of Section 5.6 hereof with respect to repairs and replacements necessitated because of casualty loss or a taking under the powers of eminent domain. A majority of the Trustees or the Manager, or any others who may be designated by the Trustees, may approve payment of vouchers for such work. The expenses of such maintenance, repair, and replacement shall be assessed to the Owners as common expenses of DiPalma Estates at such times and in such amounts as provided in Section 5.4 hereof; provided, however, that if the maintenance, repair or replacement of the Common Areas and Facilities is necessitated by the negligence or misuse of an Owner, either directly or by virtue of his failure to properly maintain, repair or replace his Dwelling and/or the Lot appurtenant thereto which he is responsible to maintain and repair, the expenses of such maintenance, repair, and replacement may be charged to the particular Owner as a common expense by the Trustees and it shall be payable to the Trustees on demand.

5.3.1 The Trustees shall have the obligation and duty to treat each of the Buildings in DiPalma Estates with equal consideration with respect to repairs, replacement, and maintenance of the Common Areas and Facilities of DiPalma Estates, so that the Common Areas in the vicinity of each Building shall be equally well maintained, but shall have no responsibility or right to make any repair or replacement to a Dwelling or the Lot appurtenant thereto.

5.4 Common Expenses, Profits and Funds. The Owners shall be liable for common expenses and shall be entitled to common profits of DiPalma Estates in proportion to their respective percentages of beneficial interest as set forth in Exhibit C to the Master Deed as said Exhibit C may be hereinafter amended as additional phase(s) are added to DiPalma Estates, provided, however, that each Owner shall be solely responsible to the respective utility companies for the cost of utility services billed or assessed in connection with the furnishing of utilities to his Dwelling which are separately metered. The Trustees may at any time or times distribute common profits among the Owners in such proportions. The Trustees may, to such extent as they deem advisable, set aside common funds of DiPalma Estates 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 Sections 5.6 and 5.7 for repair,

rebuilding or restoration of the trust property or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.

5.4.1(a) Each Owner shall be personally liable for those common expenses assessed against his Dwelling which are due and payable during his period of ownership. No Owner shall be liable for the payment of any part of the common expenses assessed against his Dwelling which become due and payable subsequent to a sale, transfer or other conveyance by him of such Dwelling. Any Owner may, subject to the terms and conditions specified in these By-Laws, provided that his Dwelling is free and clear of liens and encumbrances other than the statutory lien for unpaid common expenses, convey his Dwelling together with its Appurtenant Interests (as defined in Paragraph 5.24 hereof) to the Trustees and in such event be exempt from common expenses thereafter becoming due. A Purchaser of a Dwelling shall be personally liable for the payment of common expenses assessed and due, but unpaid, on account of such Dwelling prior to its acquisition by him, unless otherwise permitted by law, except that (a) a purchaser of a Dwelling at a foreclosure sale or (b) any first mortgagee who comes into possession of a Dwelling pursuant to the remedies provided in the mortgage or by virtue of foreclosing the mortgage or taking a deed (or assignment) in lieu of foreclosure, shall take the property subject to Chapter 183A, as amended, for unpaid common expense assessments against the Dwelling which accrue prior to the time such purchaser or mortgagee comes into possession or takes title to the Dwelling (except for claims for a pro rata reallocation of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Dwellings including the mortgaged Dwelling).

5.4.1(b)! For so long as the Declarant shall own Dwelling(s) which have been phased into DiPalma Estates, then the Declarant shall be responsible for and shall pay to the Homeowners' Trust when due, the Declarant's share of common expenses.

5.4.2 In the event of default by an Owner in paying to the Trustees his common expenses, such Owner shall be obligated to pay all expenses, including but not limited to, attorneys' fees and court costs, incurred by the Trustees in any proceeding brought to collect such unpaid common expenses. The Trustees shall have the right and duty to attempt to recover such common expenses, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such Owner, or by foreclosure of a lien of such Dwelling as provided in Section 6 of Chapter 183A.

5.4.3 After a successful action brought by the Trustees to foreclosure a lien on a Dwelling because of unpaid common expenses, an Owner allowed by the Trustees to remain in his Dwelling for a period of time may, at the option of the Trustees, be required to pay rental for the use of his Dwelling. The Trustees acting on behalf of all Owners, shall have the power to purchase such Dwelling, together with its Appurtenant Interests (as defined in Paragraph 5.24 hereof) at the foreclosure sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same (but not to exercise vote or votes appurtenant thereto). A suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

5.4.4 The Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by the provisions of Chapter 183A.

5.4.5 Within ten (10) calendar days after receiving an appropriate written request from an Owner, a purchaser of a Dwelling under a contract of sale or a Dwelling mortgagee, addressed to the Trustees and payment of a reasonable fee, not to exceed Fifteen Dollars (\$15.00), the Trustees shall supply a certificate, in recordable form, stating the amount of unpaid assessments (including interest due thereon and costs of collection associated therewith) for common expenses against the Dwelling. Upon the recording at the Middlesex North District Registry of Deeds of such a certificate signed either by the Secretary of the Trust or by a majority of the Trustees who then appear to be serving according to the records of said Registry of Deeds, the Dwelling involved shall be discharged from any lien for unpaid common expenses which do not appear in said certificate.

5.4.6 In the event that the Trustees shall commence an action, whether by way of litigation or arbitration, against any Owner before any administrative agency, Board of Arbitration or Court of competent jurisdiction for the enforcement of any lien, collection of any sums due, whether they be for common expenses or otherwise, or to enforce any provision of this Trust, the Master Deed or any rule or regulation as any of the foregoing may be from time to time amended, and judgment shall be entered in favor of the Trustees, said Owner shall, in addition to any judgment, damages, awards or the like, be liable for and pay all of the Trustees' reasonable costs and expenses, including but not limited to, reasonable attorneys' fees relative to said matter and said judgment shall be entered accordingly.

5.5 Insurance

5.5.1 Insurance Coverages to be Obtained. The Trustees shall obtain and maintain, to the extent obtainable, the following insurance:

(a) Fire insurance with extended coverage and vandalism and malicious mischief endorsements insuring all of the common areas and facilities. Such insurance shall be in an amount at least equal to one hundred percent (100%) of the replacement value of the property so covered, and shall include coverage for costs of debris removal and demolition and shall be payable to the Trustees as Insurance Trustees for the Owners and their mortgagees, as their respective interests may appear.

(b) Public liability insurance in such amounts as the Trustee may from time to time determine, but in no event shall the limits of liability under such insurance be less than One Million Dollars (\$1,000,000.00) for bodily injury (both on a per person and per occurrence basis) and/or property damage, insuring the Trustee, the manager (if any), all persons acting or who may come to act as agents or employees of the Trustees or the Manager, and all Owners and other persons entitled to occupy any Dwelling or other portion of DiPalma Estates, and with cross liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder. This insurance, however, shall not insure against the individual liability of an Owner for negligence occurring within his own Dwelling, or within a Lot, it being the Owner's obligation to provide such coverage (see Section 5.5.2 c (ii) below).

(c) Workmen's Compensation insurance as required by law.

(d) The Board of Trustees shall obtain adequate fidelity bonds for all officers, employees and agents of DiPalma Estates who handle or are responsible for Trust funds. The fidelity bond shall cover the maximum amount of funds that will be in the custody of the Trust or its management agent at any time while the bond is in force.

(e) Such other insurance as the Trustees may from time to time determine.

5.5.2 General Insurance Provisions.

(a) The Trustees shall deal with the insurer or insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under Section 5.5.1 above and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, and shall make any necessary changes in the policies provided for under Section 5.5.1 above in order to meet the coverage requirements thereof.

(b) The Trustees shall be required to make every effort to see that all policies of insurance shall (1) contain waivers of subrogation by the insurer as to claims against the Trustees, the manager (if any), all Owners and other persons entitled to occupy any Dwelling or other portion of DiPalma Estates and each of their respective agents and employees, except in case of arson or fraud; (2) contain a waiver of defense of invalidity on account of any act or neglect by any of the Owners or other persons over which the Trustees have "no control" or by failure by the Trustees to comply with any warranty on any portion of DiPalma Estates over which the Trustees have "no control"; (3) in the case of fire and other hazard insurance, contain a standard "mortgagee clause" commonly acceptable to institutional lenders; (4) provide that such policies may not be canceled or substantially modified without at least thirty (30) days' advance written notice to all of the insureds thereunder, all mortgagees of Dwellings in DiPalma Estates and any other named insureds; (5) provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by the Owners of their mortgagees; (6) exclude policies obtained by individual Owners from consideration under any "no other insurance" clause; and (7) in the case of fire and other hazard insurance, provide that, where the provisions of the policy give the insurance company the option of restoring the damage in lieu of making a cash settlement, said option may not be exercised without the approval of the Trustees and the service(s) for the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or like entity which may have loans with respect to DiPalma Estates, nor may such option be exercised where it would conflict with any applicable requirement of law.

(c) (i) Each Owner shall obtain insurance for his own benefit and at his own expense insuring his Dwelling, all personal property presently or hereafter located in his Dwelling and all improvements to his Dwelling. Such insurance shall be in an amount at least equal to one hundred percent (100%) of the replacement value of the property as covered, and shall include coverage for cost of debris removal and demolition. Each such policy of insurance obtained by an Owner must contain waivers of subrogation by the insurer as to claims against the Trustees, the manager (if any), all Owners and other persons entitled to occupy any Dwelling or other portion of DiPalma Estates and each of their respective agents and employees. Copies of such policies (except policies covering only personal property owned or supplied by individual Owners) shall be filed with the Trustees.

(ii) Each Owner shall further obtain at his own expense public liability insurance in such amount as the Trustees may require, but not less than 500/1M (\$500,000) for bodily injury on a per person/per occurrence basis and/or property damage. Such insurance shall insure against the individual liability of an Owner for negligence occurring within his/her Dwelling or within a Lot on which the Dwelling is located.

(d) Each Owner may obtain additional insurance for his own benefit and at his own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Trustees, and each Owner hereby assigns to the Trustees the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms hereof as if produced by such coverage. Copies of all such policies (except policies covering only personal property owned or supplied by individual Owners) shall be filed with the Trustees.

5.5.3 The Trustees, as insurance Trustees, shall collect and receive all casualty loss insurance proceeds and shall hold, use, apply and disburse the same in accordance with applicable provisions of Section 5.6 hereof. With respect to losses covered by such insurance which affect portions or elements of a Dwelling, or of more than one Dwelling to substantially the same or to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Trustees in a fair and equitable manner.

5.5.4 The cost of all such insurance obtained and maintained by the Trustees pursuant to provisions of this Section 5.5 shall be a common expense.

5.5.5 Certificates of insurance with proper mortgagee endorsement, when requested, shall be issued to each Owner and his mortgagee(s).

5.5.6 Notwithstanding anything in this Trust and By-Laws to the contrary, or within a lot on which the Dwelling is located, if an Owner by virtue of any activities he conducts in his Dwelling causes an increase in the premiums for any insurance obtained by the Trustees, he shall pay the amount of all such increases to the Trustees on demand as an additional common expense attributable to his Dwelling.

5.5.7 Each Owner hereby waives, discharges and releases all claims and rights of recovery against the Trustees, the manager (if any), all Owners and other persons entitled to occupy any Dwelling or other portion of DiPalma Estates and each of their respective agents and employees on account of any loss or damage, whether to person or property, insured against under the policies of insurance obtained by such Owner for his own benefit. This waiver shall constitute a waiver of subrogation for purposes of such policies.

5.6 Rebuilding, Restoration and Condemnation.

5.6.1 In the event of any casualty loss to the Common Areas and Facilities, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten percent (10%) of the value of the common area and facilities of DiPalma Estates immediately prior to the casualty, and shall notify all Owners of such determination.

(a) If such loss as so determined does not exceed ten percent (10%) of such value, the Trustees, acting as Insurance Trustees, shall promptly adjust and collect the loss, arrange for the prompt repair or restoration of the damaged area, and disburse the proceeds of all insurance policies in payment of all costs and expenses incurred in connection with such repair or restoration in appropriate retainer.

(b) If such loss as so determined exceeds ten percent (10%) of such value and if within one hundred twenty (120) days after the date of such loss, seventy-five percent (75%) or more of the Owners do not agree to proceed with repair or restoration, each Owner's proportionate share of the insurance with respect to the Common Areas and Facilities based upon his Dwelling's respective undivided ownership interest in said Common Areas and Facilities, together with the proportion of the insurance proceeds allocated to any Dwelling as a result of loss to such Dwelling and/or its appurtenant Lot due to the casualty, shall, to the extent permitted by law, be divided among the Owners and shall be paid first to the holders of first mortgages on their Dwellings, if any, up to, but not in excess of, the amounts secured thereby, and thereafter to the Owners, and DiPalma Estates shall be subject to petition at the suit of any Owner. Such suit shall be subject to partition, sale together with any common funds of the Trust (adjusted for insurance proceeds paid or payable as aforesaid) shall be divided among the Owners in proportion to their Dwelling's undivided interest in the holders of the first mortgages on their Dwellings, if any, to the extent of the amounts secured thereby, and thereafter to the Owners. If, on the other hand, seventy-five percent (75%) or more of the Owners agree to proceed with the necessary repairs and

restoration of the damaged areas, and disburse the proceeds of all insurance policies in payment of all costs and expenses incurred in connection therewith in appropriated progress payments and with appropriate progress retainage.

(c) Notwithstanding anything to the contrary contained herein or in the Master Deed, in the event of a total or partial loss of a Dwelling, the Owner thereof shall have the absolute right and duty to repair or replace said Dwelling subject to Sections 5.6.2 and 5.9 herein.

5.6.2 In the event that the total cost of repair or restoration of Common Areas and Facilities as estimated on the basis of an independent appraisal, or as determined during the course of repair or restoration, exceeds the total sum of available insurance proceeds, then the Trustees shall assess all the Owners, as a common expense, the amount in excess of available insurance proceeds necessary to cover the cost of such repair or restoration. Provided further that if the casualty loss exceeds ten percent (10%) of the value of DiPalma Estates prior to the casualty, any Owner not agreeing as provided in said Section 5.6.1(a) to proceed with the repair and restoration may apply to the Middlesex County Superior Court, on such notice to the Trustees as the Court shall direct, for an order directing the purchase of his Dwelling by the Trustees at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense. The cost of repair or restoration to a Dwelling which exceed the total sum of available insurance proceeds shall be borne exclusively by the Owner of the Dwelling involved.

5.6.3 The Trustees may perform emergency work essential to the preservation and safety of DiPalma Estates or the safety of persons, or required to avoid the suspension of any essential service to DiPalma Estates, without having first adjusted the loss or obtained the proceeds of insurance.

5.6.4 If there shall have been repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, relative to the common area and facilities shall be retained by the Trustees for the benefit of the Owners. If there shall have been repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, relative to the Dwelling shall be retained by the Owner of the damaged Dwelling.

5.6.5 In the event of a taking of all or part of DiPalma Estates under the powers of eminent domain, the provisions of Section 5.6.1 through 5.6.4 hereof shall apply as if the taking were a casualty loss with the proceeds of an insurance settlement with the taking award being treated in the same manner as would the proceeds of an insurance settlement. Provided, however, if the taking award specifically allocates certain damages as being attributable to the Common Areas and Facilities and/or particular Dwellings or their appurtenant Lots, such allocation shall be used in allocating the proceeds pursuant to the provisions of said Section 5.6.1 through 5.6.4.

5.7 Improvements to Common Areas and Facilities

5.7.1 If and whenever the Trustees shall propose to make any improvement to the Common Areas and Facilities of DiPalma Estates, or shall be requested in writing by twenty-five percent or more of the Owners to make any such improvement, the Trustees shall submit to all Owners (a) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made; and (b) a copy of the provisions of Section 18 of Chapter 183A. Notwithstanding the foregoing, so long as the Declarant has beneficial interest hereunder, the Trustees shall not submit the aforementioned documents to the Owners unless the request for improvements is also joined in by the Declarant. Upon whichever of the following shall first occur, namely, (a) the receipt by the Trustees of such agreement signed by fifty-one percent of the Owners, or (b) the expiration of six (6) months after such agreement was first submitted to the Owners, the Trustees shall notify all Owners of the aggregate percentage of Owners who have then signed such agreement. If the percentage of agreeing Owners equals or exceeds seventy-five percent, then the Trustees shall proceed to make the improvement or improvements specified in such agreement and shall charge the costs thereof as a common expense, provided, however, that if such improvement costs are in excess of ten percent of the then value of DiPalma Estates, any Owners not agreeing to the improvement may apply to the Middlesex Superior Court, on such notice to the Trustees as the Court shall direct, for an order directing the purchase of his Dwelling by the Trustees at the fair market value thereof as approved by the court. The costs of any such purchases shall be a common expense. If the percentage of agreement Owners equals or exceeds fifty percent, but is less than seventy five percent, the Trustees may, with the agreement of those Owners who wish the improvement to be made, proceed to make the improvement and charge the cost thereof as a common expense to such agreeing Owners only.

5.7.2 If and whenever any Owner shall propose to make an improvement to or affecting the Common Areas and Facilities of DiPalma Estates which is not within the Lot appurtenant to his Dwelling at such Owner's own expense, and the

Trustees determine in their reasonable discretion that such improvement would be consistent and compatible with the provisions and intent of the Master Deed, the Trustees may, but shall not be obligated to, authorize such improvement to be made at the sole expense of the Owner proposing the same, without the consent or approval of other Owners, subject to such contractual undertakings of the Owner proposing such improvements as the Trustees in their reasonable discretion deem to be necessary or desirable in the circumstances.

5.8 Determination of Trustees Subject to Arbitration. Notwithstanding anything in Section 5.6 or Section 5.7, (a) in the event that any Owner or Owners shall by notice in writing to the Trustees dissent from any determination of the Trustees with respect to the value of DiPalma Estates or of any Dwelling or Dwellings or any other determination or action of the Trustees under Section 5.6 or Section 5.7, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Owner or Owners may submit the matter to arbitration, and for that purpose, one arbitrator shall be designated by the Trustees, one by the dissenting 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 then prevailing; and (b) the Trustees shall not in any event be obligated 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 associated therewith.

5.9 Design Review and Procedures.

5.9.1 Any Owner may make any rebuilding, replacement, alteration or improvement in or to the interior or exterior of his Dwelling which will not affect or cause any dislocation or impairment of or interruption to the Common Areas and Facilities (including permanent dislocation or impairment of or interruption to such Lots and Facilities attributable to each Dwelling). Any such work that shall cause any such dislocation, impairment or interruption to said Common Areas and Facilities above described shall not be commenced unless the same shall have been approved by the Trustees in accordance with the provisions of this Section 5.9 and shall conform to the conditions set forth in this Section 5.9. The Trustees shall not have the authority to approve any work which shall cause permanent dislocation or impairment of or interruption to the such Lots and Facilities attributable to each Dwelling. Also, no Owner shall undertake any work or activity described in subparagraphs 9(b) of the Master Deed, in Section 5.6.1 (b) or in Section 5.7.2 of this Trust and By-Laws, unless the same shall have been approved by the Trustees in accordance with the provisions of this Section 5.9, and shall conform to the condition set forth in this Section 5.9.

5.9.2 The following procedures and conditions shall apply with respect to all alterations, improvements, structures, installations or other work or activities (hereinafter individually and collectively referred to as the "Proposed Work") which are subject to the approval procedures and conditions of this Section 5.9:

(a) Prior to the commencement of the Proposed Work

(i) The Owner shall have submitted plans and specifications for the Proposed Work to the Trustees for their approval pursuant to the provisions of this Section 5.9. Such plans and specifications shall be in such detail as the Trustees may reasonably request, and shall be prepared and signed by a Registered Professional Engineer and/or Registered Land Surveyor satisfactory to the Trustees, if so requested by the Trustees;

(ii) The Owner shall have submitted to the Trustees such supplemental information, in addition to the said plans and specifications, as the Trustees shall reasonably request in order to fully evaluate the proposed work;

(iii) The Trustees shall have given their written approval of the Proposed Work;

(iv) The Owner involved and/or his contractor(s) shall have obtained and delivered to the Trustees such policies of casualty, public liability, workmen's compensation and other insurance insuring the Trustees, the Owners and such other persons as the Trustees may designate against such risks of loss and in such amount of coverage as the Trustees shall reasonably determine to be appropriate under the circumstances; and

(v) The Owner involved shall have obtained and delivered to the Trustees such security running to the benefit of the Trust, as the Trustees may reasonably require, so as to assure that the Proposed Work is duly, satisfactorily and expeditiously completed. Such security may take one or more of the following forms, as approved by the Trustees, who shall determine whether the amount, form and substance thereof is satisfactory:

a. Deposits of cash or negotiable securities;

- b. Letters of Credit;
- c. Performance bonds and/or guarantees; and
- d. Such other types of security as the Trustees shall determine to be adequate and appropriate for the purpose.

(b) The Proposed Work shall be performed expeditiously in a good and workmanlike manner in full compliance with all applicable Federal, State and local laws, ordinances, codes, bylaws and rules and regulations, including those relating to zoning, building, health, safety and sanitation; and all necessary permits required for the work, including a building permit (if required by law) shall be duly obtained and complied with.

(c) No materials, supplies, equipment, tools or other items associated with the Proposed Work shall be stored or left overnight in or upon any of the Common Areas and Facilities (except the Lot reserved to the applicant) without the prior written authorization of the Trustees.

5.9.4 By reviewing and approving an Owner's Proposed Work, the Trustees are not undertaking nor shall they thereby assume any liability or responsibility for the structural or other soundness of the Proposed Work; and each Owner for himself, his family and all others claiming by, through or under him, including all guests, lessees, tenants, licensees and other occupants of his Dwelling, hereby irrevocably releases each of the Trustees from any and all liability on account of any errors or defects in or failures or omissions with respect to the plans and specifications for and/or construction implementation of the Proposed Work agrees to indemnify, defend and hold harmless, jointly and severally, the Trustees and all other Owners from and against all loss, liability, damage and expenses, including court costs and attorneys' fees, resulting from or arising in connection with any loss or damage to property or injury to person, actual or claimed, on account of the Proposed Work.

5.10 Rules, Regulations, Restrictions and Requirements. 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 administrative rules and regulations governing the details of the operation and use of the Dwellings and the Common Areas and Facilities. The restrictions on and requirements respecting the use and maintenance of the Dwellings and the use of the Common Areas and Facilities are to be consistent with provisions of the Master Deed and this Trust and By-Laws, and are designed to prevent unreasonable interference with the use by the Owners of their Dwellings and of the Common Areas and Facilities. The Trustee does hereby adopt the initial Rules and Regulations annexed to this Trust as Schedule A. The Trustees shall have the power to enforce the Master Deed, these By-Laws and the rules and regulations adopted pursuant hereto, and shall have the power to levy fines against the Owners for violations thereof. Fines may be enforced against the Owner or Owners involved as a common expense owned by the particular Owner or Owners. In the case of persistent violation of the rules and regulations by an Owner, the Trustees shall have the power to require such Owner to post a bond to secure adherence to the rules and regulations and shall have the right to bring an action against such Owner to enjoin him from such course of conduct. The Owner shall be responsible for all reasonable costs and expenses incurred by the parties in connection with any action so taken. A majority vote of Owners at a meeting held in compliance with Article IV of this Trust may overrule the Trustees.

5.11 Manager. The Trustees may hire or appoint a manager or managing agent to perform such duties in the administration, management and operation of DiPalma Estates, including the incurring of expenses, the making of disbursements and 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 DiPalma Estates, and they may not delegate to such manager those powers and duties specified under Section 5.1 hereof not to be delegable. Any agreement for professional management of DiPalma Estates shall be terminable without cause and without incurring payment of a termination fee on ninety (90) days (or less) written notice. The term of such an agreement shall not exceed three (3) years.

5.12 Meetings.

5.12.1 The Trustees shall meet annually on the date of the annual meeting of the Owners and at such meeting shall elect the Chairman, Treasurer and Secretary. Other meetings of the Trustees may be called by the Chairman and shall be called upon the written request of a majority of the Trustees, provided, however, that written notice of each meeting stating the place, day and hour thereof shall be given at least three days before such meeting to each of the Trustees.

5.12.2 There shall be an annual meeting of the Owners on the last Wednesday in June of each year, commencing with the year 1994 at 7:30 p.m. at DiPalma Estates or at such other reasonable place and time as may be designated by the Trustees by written notice given to the Owners at least seven days prior to the date so designated. A special meeting of

the Owners may be called at any time by the Trustees, upon the written request of Owners holding at least 33 1/3 percent of the beneficial interest. Written notice of any such special meeting designating the place, day and hour thereof shall be given by the Trustees to the Owners at least fourteen days prior to the date so designated. At the annual meeting of the Owners, the Trustees shall submit reports of the management and finances of DiPalma Estates. Whenever, at any meeting the Trustees propose to submit to the Owners any matter with respect to which approval of or action by the 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 at least fifty-one (51%) percent of the total voting power of the Owners 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 a quorum shall be present or represented, any business may be transacted which could have been transacted at the meeting as originally noticed. Notwithstanding the foregoing, no such subsequent meeting shall be held more than sixty (60) days following the date of the originally called meeting. Unless a greater vote of the Owners shall be required by the provisions of Chapter 183A, the Master Deed or this Trust, a vote of at least fifty-one (51%) percent of the voting power present in person or by proxy at a meeting of the Owners at which a quorum is present shall be sufficient to transact the business of the Owners, provided always that the Owners may not act to rescind, reverse, modify or amend any decision of or action taken by the Trustees pursuant to their authority under this Trust, nor may the Owners undertake to exercise in any manner the powers or functions of the Trustees hereunder, unless such action by the Owners is authorized by the affirmative vote of at least two-thirds of the total voting power of the Owners.

5.13 Notices to Owners. Every notice to any Owner required or permitted under the provisions hereof or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such Owners by leaving such notice at his Dwelling in DiPalma Estates or by mailing it, postage prepaid, and addressed to such Owner at such address as may appear upon the records of the Trustees.

5.14 Record Date. The Trustees may, for a period not in excess of thirty (30) days prior to a date of any meeting of the Owners, fix in advance a time as a record date for determining the Owners having a right to notice of and to vote at such meeting, and in such case only Owners of record on such record date shall have such rights, notwithstanding any transfer by an owner of his interest in his Dwelling after the record date. If no record date is fixed, the record date for the aforementioned purposes shall be 5:00 p.m. on the next day proceeding the day on which notice of a meeting of the Owners is given.

5.15 Order of Business. The order of business at all meetings of Owners shall be as follows:

- (a) Roll Call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Report of officers.
- (e) Report of Trustees.
- (f) Report of committees.
- (g) Election of inspectors of election (when so required).
- (h) Election of Trustees (when required).
- (i) Unfinished business.
- (j) New business.

5.16 Voting at Meetings. At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be (a) in writing signed by or on behalf of all the Owners of the Dwelling involved, (b) dated and (c) filed with the Secretary of the Trust. No proxy shall be valid beyond the date of the final adjournment of the first meeting of Owners, whether annual or special, held on or after the date thereof, and every proxy shall automatically terminate upon sale by the Owner of his Dwelling. A proxy may be revoked by notice given by any Owner of the Dwelling involved to the person presiding at the meeting at which it is to be cast. Any proxy which purports to be revocable without such notice shall be void.

5.17 Officers.

5.17.1 Designation. The officers of the Trust shall be a Chairman, a Treasurer, a Secretary and such other officers as the Trustees from time to time may determine. If the number of Trustees shall be less than three, any one Trustee may hold more than one office.

5.17.2 Election and Qualification. The officers shall be selected by vote of a majority of the Trustees at their regular annual meeting, or in the event that the Annual Meeting is not held or in the event of resignation, removal or death of an officer, at any special meeting of the Trustees. All officers shall be Trustees.

5.17.3 Term of Office. All officers shall hold office for a term of one year or until their successors are elected and qualified.

5.17.4 Resignation and Removal. Any officer may resign at any time by written notice to the Chairman or the Secretary with said notice taking effect on the date of receipt of such notice or at any later date specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any officer may be removed at any time, with or without cause, by a vote of a majority of the Trustees, provided that if removal for cause shall be postponed, the officer involved shall be granted the opportunity to be heard by the Trustees.

5.17.5 Vacancies. A vacancy in any office may be filled in the manner prescribed in Section 5.17.2 hereof. The officer selected to fill such a vacancy shall serve for the remainder of the term of the officer he replaces.

5.17.6 Chairman. The Chairman shall preside at all meetings of the Trustees and of the Owners, and shall have such other powers and shall perform such other duties as are provided in the Master Deed or in this Trust and By-Laws or as may be designated by the Trustees or the Owners from time to time or as are ordinarily exercised by the presiding officer of a Trust organized under the provisions of C. 183A of M.G.L.

5.17.7 Secretary. The Secretary shall record the votes and keep the minutes of all meetings of the Trustees and of the Owners in a book or books to be kept for that purpose, together with the names of all Owners, along with their addresses as registered by such Owners. Further, the Secretary shall have such other powers and duties as may be delegated from time to time.

5.17.8 Treasurer. The Treasurer shall be responsible for the funds of the Trust and shall be responsible for keeping or having kept full and accurate financial records and books of account showing all receipts and disbursements of the Trust and any other financial data required by the Trustees or by the Owners. He/She shall be responsible for the deposit of all funds in the name of the Trustees in such depositories as may be designated by the Trustees from time to time and shall have such other powers and duties as may be delegated to him/her by the Trustees or the Owners from time to time. The Trustees may delegate such of the Treasurer's powers and duties to the manager or managing agent as they deem to be advisable, subject to 5.1.16 hereof.

5.18 Inspection of Books, Reports to Owners. Books, accounts and records of the Trustees shall be open for inspection to any one or more of the Trustees and Owners, and additionally, all first mortgage holders of the Dwellings 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 Owners a report of the operations of the Trustees for such year with said report including financial statements in such summary form and in such detail as the Trustee shall deem proper. Any person who has been furnished with such report and who has failed to object thereto by notice in writing to the Trustees given by certified or registered mail within a period of ninety days after the date of the receipt by him shall be deemed to have assented thereto.

5.19 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.

5.20 Seal. The Trustees may adopt a seal circular in form bearing an inscription of the name of this Trust as set forth in ARTICLE I, but such seal may be altered by the Trustees at their pleasure, and the Trustees, may, at any time or from time to time, at their option, adopt a common or wafer seal which shall be valid for all purposes.

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

5.22 Removal from M.G.L., Chapter 183A. Until such time as the Declarant has no beneficial interest hereunder, Owners holding one hundred percent (100%) of the total voting power of said Owners shall be required to approve the removal of DiPalma Estates described herein from the provisions of Chapter 183A, and thereafter the provisions of Section 19 of said Chapter 183A shall apply; provided, however, if during such time, the Declarant holds a portion of the beneficial interest hereunder, and the Declarant approves of such removal, only the approval of Owners holding at least seventy-five percent (75%) of the total voting power of the Owners hereunder, together with consent in writing of the holders of all liens on the Dwellings shall be required for such removal, all as provided in said Section 19 of Chapter 183A.

5.23 Sale or Lease of Dwellings. Subject to such restriction as may otherwise be set forth in the Master Deed or in the Trust and/or Bylaws, an Owner may assign, lease, sell or otherwise transfer all of his interest in his Dwelling(s), together with (a)

the undivided interest in the Common Areas and Facilities appurtenant thereto; (b) the interest of such Owner in any Dwellings theretofore acquired by the Trustees or their designee, on behalf of all Owners or the proceeds of the sale or lease thereof, if any; and (c) the interest of such Owner in any other assets of DiPalma Estates (hereinbefore and hereinafter collectively called "Appurtenant Interests"). However, no Owner shall execute any deed, lease, mortgage, or other instruments conveying or mortgaging title to or an interest in his Dwelling without including therein the Appurtenant Interest, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Dwelling may be sold, leased, transferred or otherwise disposed of, except as part of a sale, lease, transfer or other disposition of the Dwelling to which such interests are appurtenant, or as a part of a sale, lease, transfer or other disposition of such part of the Appurtenant Interests of all Dwellings.

5.24 Acquisition of Dwellings by the Trustees. With the approval of Owners holding at least seventy-five percent (75%) of the total voting power of all Owners under this Trust, the Trustees may acquire a Dwelling using funds from the working capital and common expenses in the hands of the Trustees, or if such funds are insufficient, the Trustees may levy an assessment against each Owner in proportion to his percentage of beneficial interest as set forth in Exhibit C to the Master Deed, as a common expense, or the Trustees, in their discretion, may borrow money to finance the acquisition of such Dwelling, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Dwelling, together with the Appurtenant Interests, so to be acquired by the Trustees.

5.25 Water Use Charges. If water shall be provided by the Town to DiPalma Estates through individual Dwelling meters, the cost of same shall be paid by the Owners directly to the Town and it shall not be a general common expense of DiPalma Estates.

5.26 Sewer Use Charges. If sewer access shall be provided by the Town to each Dwelling, all costs associated with the use, operation and maintenance thereof shall be the sole responsibility of the Owner, or Town itself where applicable, and shall not be a general common expense of DiPalma Estates.

5.27 Utility Use Charges. All costs associated with the use, operation, and maintenance thereof shall be the sole responsibility of the Owner, or Utility Company itself where applicable, and shall not be a general common expense of DiPalma Estates.

5.28 Signs: General Limitations. So long as the Declarant owns any Dwelling and/or Lot, no sign, plaque or communication of any description shall be placed on the exterior of any Dwelling or any portion of the Common Areas and Facilities and/or Lots, by either a Dwelling Owner or the Trustees, and no "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising shall be maintained or permitted on any part of the Common Areas and Facilities, Lots and/or Dwellings; except by the Declarant, its agent, successor and/or assign. Thereafter, no Dwelling Owner shall place any sign or other communication on the exterior of any Dwelling or on any portion of the Common Areas and Facilities and/or Lots without procuring the prior written approval of the Trustees.

5.29 Refuse Pickup. Refuse and bagged garbage shall only be put out to the curb on the day designated by the Trustee(s) as refuse pick up. The cost associated with said pick up shall be assessed as a common expense.

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

6.1 Dealing with Trustees. No purchaser, mortgagee, lender or other person dealing with the Trustees, as they then appear of record in the Middlesex North District Registry of Deeds, need inquire further as to the persons who are then Trustees hereunder. The receipts of the Trustees or any one or more of them for monies or things paid or delivered to them or him/her, 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 Trustee, 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.

6.2 Recourse Against Trustees. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees or by reason of anything done or omitted to be done by or on behalf of them or any of them against the Trustees individually, or against any such agent or employee or against any beneficiary either directly or indirectly, by legal or equitable proceeding, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with, or having any claim against the Trustees, shall look only to the Trust property for payment under such contract or claim or for the payment of any debt, damage, judgment or decree or for 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 Owners under the provisions of Chapter 183A.

6.3 Instruments Subject to Trust Terms. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenants, 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.

6.4 Certifications by Trustees for Recording. 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 Trustee or Trustees, when the same shall be recorded with the Middlesex North District Registry of Deeds. Any certificate executed by the Secretary of this Trust setting forth the names of the Trustees hereunder, when recorded with said Registry of Deeds, shall be conclusive evidence of the identity of those persons who are serving as Trustees in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate signed by a majority of the Trustees in office at the time, setting forth as facts any 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.

ARTICLE VII - AMENDMENTS AND TERMINATION

7.1 Notwithstanding anything stated to the contrary herein, so long as the Declarant owns any Dwelling in DiPalma Estates, the Declarant shall have the exclusive right, at any time and from time to time, to amend this Declaration of Trust (including but not limited to the By-Laws hereto and rules and regulations hereto) without the consent of any Dwelling owners or any of the Trustees of this Trust, to meet the requirements of any governmental or quasi-governmental body or agency, or the requirements of any insurance company or an insurance writing office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the secondary mortgage market, or any lender, or to cure any ambiguity, inconsistency, or formal defect or admission.

Subject, however, to Section 19 of the Master Deed;

(a) A majority of the Trustees, with the consent in writing of at least sixty-six and two thirds percent (66-2/3%) in interest of Dwelling Owners 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 identified to the reasonable satisfaction against outstanding obligations and liabilities; provided, however, that no such amendment, alteration, addition or change shall be made:

i. without the prior written consent of the Declarant, obtain in each instance, for so long as the Declarant reserves the rights to construct and add future phases pursuant to Paragraph 16 of the Master Deed; or

ii. according to the purport of which, the percentage of beneficial interest hereunder or any Dwelling Owner would be altered or in any manner or to any extent whatsoever, modified, or affected so as to be different than the percentage of individual interest of such Dwelling Owner in the common areas and facilities as set forth in the Master Deed other than by (pursuant to the provisions of Chapter 87 of the acts of 1987) consent of all the Owners whose percentage of undivided interest is affected; or

iii. which would render this Trust contrary to or inconsistent with any requirements or provisions of said Chapter 183A; or

iv. it would cause provisions of the Trust to fail to comply with the requirements of FNMA or FHLMC with respect to the dwelling mortgage loans.

7.2 Necessity for Recording Amendments, Alterations, or Changes. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this ARTICLE VII shall become effective upon the recording with the Middlesex North District Registry of Deeds of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required for the acknowledgment of deeds by a majority of the Trustees, setting forth in full, the amendment, alteration, or change and reciting the consent of the 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 the prerequisites to the validity of such amendment, alteration, 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.

7.3 Termination. The Trust hereby created shall terminate only upon the removal of DiPalma Estates from the provisions of Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said law, as said Section 19 may be modified by Section 5.22 of this Trust, and further provided that on or before the date set for termination (a) written consent to the termination is obtained from the holders of liens upon the Common Land and any of the Dwellings and (b) to the extent required by the applicable local zoning by-laws, written consents to the termination are obtained by any local governmental entity or its agencies. If the above prerequisites for termination of the Trust are satisfied, on the date set for such termination the Trustees shall, by Deed(s) duly executed by a majority of their number, convey the Common Land and improvements thereon to the said substituted form of Owner's Association, the terms of which must be approved in writing by the Planning Board prior to the termination of the Trust. Termination pursuant to this Article shall become effective upon the recording with the Registry of Deeds of the aforementioned instrument signed by the Lot Owners authorizing termination, the consents of the lien holders and appropriate Trustee Deed(s).

7.4 Disposition of Property on Termination. Upon the termination of this Trust, the Trustees may, subject to and in accordance with provisions of 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, 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 Owners as tenants in common, according to their respective percentages of beneficial interest hereunder. In making any sale under this provision, the Trustees shall have the power to sell or vary any contract of sale and to do all things, including the execution and delivery of instruments, as may by their performance thereof, be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their possession or ownership, even though all times herein fixed for distribution of Trust property may have passed.

ARTICLE VIII - CONSTRUCTION AND INTERPRETATION; WAIVER AND DEFINITION

8.1 Terms. In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and singular, words denoting males include females and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trust and corporations unless a contrary intention is to be inferred from or is required by the subject matter of context.

The cover, title, index, headings of different parts hereof 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 contained herein shall take effect and be construed according to the law of the Commonwealth of Massachusetts.

8.2 Waiver. The Trustees shall have the power and authority to waive any provision of this Trust which affects or limits the rights of any Owner for any cause or reason determined to be reasonable by such Trustees in their discretion; provided, however, that no such waiver on any one occasion shall constitute a waiver on any future occasion, nor shall any waiver of a provision of this Trust affect the Trustees' rights and power to enforce all other provisions of this Trust. No restriction, condition, obligation or provision contained in this Trust or By-Law shall be deemed to have been abrogated or waived by reason of any failure to enforce the same.

8.3 Conflicts. If any provision of this Trust shall be invalid or shall conflict with Chapter 183A, as amended, of the General Laws of Massachusetts or if any provision of this Trust conflicts with any provision of the Master Deed, then the following rules on construction shall be used:

**AMENDMENT TO SCHEDULE A
ANNEXED TO L. JOHN DIPALMA ESTATES
HOMEOWNERS' TRUST DECLARATION OF TRUST DATED
MARCH 9, 1994 RECORDED WITH THE MIDDLESEX NORTH
DISTRICT REGISTRY OF DEEDS AT BOOK 6988, PAGE 189.**

Maureen F. DiPalma, sole trustee of L. John DiPalma Estates Homeowners' Trust, pursuant to the powers and duties of the trustee as outlined in paragraph 5.1.6 of said trust, recorded at Book 6988, Page 189, hereby amends the By-Laws Rules & Regulations of the trust as follows:

"Schedule A annexed to L. John DiPalma Estates Homeowners' Trust Declaration of Trust By-Law Rules & Regulations" is amended by adding the following numbered items:

22. 1 Condominium fees are due on the first day of each calendar month. Fees not received by the last day of the month in which they are due will be subject to a late fee of Ten Dollars (\$10.00) per month or any portion of a month until such condominium fees are paid.

23. Condominium fees will be considered in default after the expiration of 90 days from the due date without receipt of payment. Pursuant to paragraphs 5.4.2 and 5.4.3 of the Homeowners' Trust, a lien will be placed on the property upon the occurrence of a default.

24. Notwithstanding the provisions of paragraph 6 hereof, dwelling owners are hereby specifically authorized to place small spotlights in the front of their homes within the limited common area associated with each home commonly referred to as a lot. This paragraph shall constitute written consent of the trustees as required by paragraph 6 hereof.

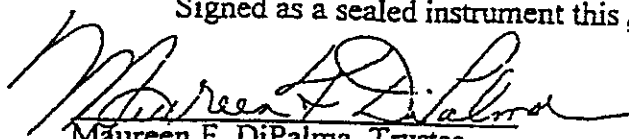
25. Notwithstanding the provisions of paragraph 6 hereof, dwelling owners are hereby specifically authorized to plant extra flowers and/or small vegetable gardens along the perimeter of the home so long as the plantings do not impede lawn care. This paragraph shall constitute written consent of the trustees as required by paragraph 6 hereof.

26. Notwithstanding the provisions of paragraph 6 hereof, dwelling owners are hereby specifically authorized to install gutters on the rear roof line only. This paragraph shall constitute written consent of the trustees as required by paragraph 6 hereof.

27. Notwithstanding the provisions of paragraph 6 hereof, dwelling owners are hereby specifically authorized to construct pressure treated wooden decks off the back of the dwelling subject to the prior written approval by the trustee of the Homeowners' Trust. This paragraph shall constitute written consent of the trustees as required by paragraph 6 hereof.

I, Maureen F. DiPalma, Trustee of L. John DiPalma Estates Homeowners' Trust do hereby certify that I am the sole trustee of the trust, the trust has not been modified, amended or revoked and is fully force and affect, I am authorized by the provisions of the trust to execute this document, and that the amendment provisions contained herein were ratified at a duly noticed meeting of the trustees on June 29, 1994.

Signed as a sealed instrument this 17 day of December, ~~1994~~ ^{January 1995}


Maureen F. DiPalma, Trustee
L. John DiPalma Estates
Homeowners' Trust

COMMONWEALTH OF MASSACHUSETTS

ESSEX, ss. !

January ¹⁹⁹⁵
December 17, 1994

Then personally appeared the above named Maureen F. DiPalma, Trustee and acknowledged the foregoing to be her free act and deed, before me,



Notary Public
My Commission Expires: 3/3/97

RE/DIPALMA/AMENDMNT

**AMENDMENT TO SCHEDULE A
ANNEXED TO L. JOHN DIPALMA ESTATES
HOMEOWNERS' TRUST DECLARATION OF TRUST DATED
MARCH 9, 1994 RECORDED WITH THE MIDDLESEX NORTH
DISTRICT REGISTRY OF DEEDS AT BOOK 6988. PAGE 189**

"Schedule A Annexed to L. John DiPalma Estates Homeowners' Trust Declaration of Trust By-Law Rules and Regulations" is amended by adding the following numbered items.

28. No on street parking is allowed between the hours of 12:00 AM until 7:00 AM beginning November 15th and ending March 15th of each year. If any homeowner feels this will cause a problem during a snow storm, the board has agreed to allow these individuals to park in the clubhouse area.
- 28A. If the town of Tewksbury declares a snow emergency this will also include the Homeowners Association.
- 28B. No homeowner or guest shall be allowed to park any vehicle on the grass areas, as this may cause damage to the sprinkler system.
- 28C. If such damage should occur the Homeowner who has caused this problem shall be held financially responsible for all damages accrued.
- 28D. Any homeowner who needs to be reminded to remove his/her vehicle to allow plowing will be notified once, thereafter will have the vehicle towed at the owner's expense.
- 28E. Franks Towing will be used to tow the vehicles. The tow fee is \$35.00 for a regular tow or \$40.00 for a tow in heavy snowstorm. A fee of \$25.00 will be paid to the company for any call, even if the vehicle was moved before he arrived.
- 28F. The fee will be paid by the unit owner. In the event we cannot identify the unit where this guest vehicle was parked, the fee will have to be paid by the Condo Association.
- 28G. Any Homeowner found blocking snow plows will be called by a trustee and asked to remove the vehicle within 5 minutes. Failure to remove the vehicle will result in the vehicle being towed away at the owners expense. If a vehicle is removed from a residence on three occasions, it will result in a fine being imposed.

The fines are as follows:

\$15.00 for the 1st offense
\$ 25.00 for the second offense
\$ 50.00 for the third and subsequent offenses

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- 28H. These fines are to be paid with the next month condo fee. If no payment is received within 90 days from the offense, further legal action would be taken.
- 28I. It is the hope of the trustees that everyone will cooperate during these long winter months. If we get the cooperation it will make for clean and safe road conditions for vehicles and pedestrian traffic. If anyone feels someone is in violation of the parking ban, please feel free to contact a member of the board. With everyone's cooperation the board will not have to enforce these rules.

Wayne H. Smith
Wayne H. Smith Chairman & trustee

Ray Huckleberry
Ray Huckleberry Trustee

Janet Parelo
Janet Parelo Secretary & trustee

Ralph F Ford
Ralph Ford Trustee

COMMONWEALTH OF MASSACHUSETTS

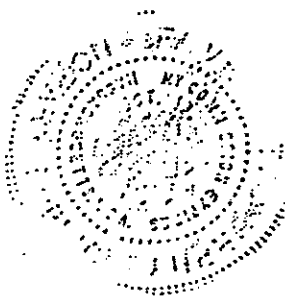
Suffolk, ss

Dated: 2/26/97

Then personally appeared the above named: Wayne H. Smith, Janet Parelo, Ralph Ford, and Ed Meleschuk as Trustees as aforesaid, and acknowledged the foregoing to be his/her free act and deed.

Elvera T. Murphy
Notary Public

My commission expires:



The Commonwealth of Massachusetts
Middlesex, S.S. Date
Then personally appeared the above named
and acknowledged the foregoing instrument
to be his/her free act and deed, before me,
ELVERA T. MURPHY, Notary Public
My Commission Expires Oct. 19, 2001

1999 HOA Budget									
10/1/98-9/30/99									
AS OF 09/10/99					BUDGET	Budget Adj	Adjusted Bud	YTD EXP	VARIANCE
G/L #									
I General Maintenance and Operation									
1.	Grounds Maintenance, Common Areas								
	Lawns, Landscaping, Weeding, Fertilization				\$19,500.00		\$19,500.00	\$17,186.64	\$2,313.36
2.	Snow Plowing				\$6,500.00		\$6,500.00	\$6,444.99	\$55.01
3.	Rubbish Removal				\$8,500.00		\$8,500.00	\$8,018.50	\$481.50
4.	Maintenance: Pump Station, Scheduled				\$600.00		\$600.00	\$216.00	\$384.00
5.	Maintenance: Sprinkler System				\$2,500.00		\$2,500.00	\$2,456.40	\$43.60
6.	Phone: Clubhouse				\$360.00		\$360.00	\$303.24	\$56.76
7.	Maintenance: Other buildings, sprinkler system, roadways								
	Maintenance: As Required... Mail Boxes, Bus Stop, Supplies,								
	Well House, Well House Chemicals Outdoor lights, Potholes, etc.				\$5,500.00	\$5,959.00	\$11,459.00	\$11,851.15	-\$392.15
8.	Electricity: Pump Station				\$1,800.00		\$1,800.00	\$1,489.70	\$310.30
9.	Phone: Pump Station				\$240.00		\$240.00	\$221.58	\$18.42
10.	Electricity: Street Lighting, Mail Boxes, Well House				\$1,200.00	(\$250.00)	\$950.00	\$512.50	\$437.50
11.	Electricity: Clubhouse				\$200.00		\$200.00	\$129.18	\$70.82
12.	Gas: Clubhouse				\$300.00		\$300.00	\$292.02	\$7.98
13.	Sewer/Water: Clubhouse & Well				\$100.00		\$100.00	\$6.55	\$93.45
14.	Handyman Expenses				\$9,000.00	(\$6,000.00)	\$3,000.00	\$2,772.00	\$228.00
15.	Insurance: Common Areas Liability,								
	Property, Officer Bonds, etc.				\$3,600.00		\$3,600.00	\$3,237.28	\$362.72
16.	One Homeowners' Association Meeting				\$400.00		\$400.00		\$400.00
17.	Office Supplies and Office Operations:								
	Photocopies, Mail & Delivery, Printing,								
	Notary and Registry of Deeds fees, etc.				\$1,000.00	\$1,000.00	\$2,000.00	\$2,154.89	-\$154.89
18.	Legal Fees				\$1,300.00		\$1,300.00	\$856.00	\$444.00
19.	Secretarial Services					\$250.00	\$250.00	\$125.00	\$125.00
General Maintenance and Operating Budget Subtotal:					\$62,600.00		\$62,600.00	\$58,273.62	\$4,326.38
II Capital Repairs and Improvements									
41.	Maple & Pine Replacements (8)				\$2,000.00	\$3,041.00	\$5,041.00	\$5,041.00	\$0.00
42.	Road Repavement				\$5,200.00	(\$5,200.00)	\$0.00		\$0.00
43.	Landscaping Upgrade: (12 yards)				\$4,000.00	(\$4,000.00)	\$0.00		\$0.00
44.	Sprinkler Repairs				\$1,344.00	\$5,200.00	\$6,544.00	\$6,544.00	\$0.00
45.									
55.	Sprnkler Repairs for next fiscal year				\$0.00	\$9,000.00	\$9,000.00	\$9,000.00	\$0.00
Capital Repairs and Improvements Budget Subtotal:					\$12,544.00		\$20,585.00	\$20,585.00	\$0.00
III Reserve									
81.	Transfer to Reserve for cost overruns, unforeseen								
	expenditures and repairs, etc.				\$3,000.00		\$3,000.00	\$3,000.00	\$0.00
Reserve Budget Subtotal:					\$3,000.00		\$3,000.00	\$3,000.00	\$0.00
Total 1999 Operating Budget:					\$78,144.00	\$9,000.00	\$86,185.00	\$81,858.62	\$4,326.38
Condo fees equal					88	74	12		
					units	\$	months		
					\$78,144.00		\$78,144.00		

AMENDMENT TO SCHEDULE A
ANNEXED TO L. JOHN DIPALMA ESTATES
JUNE 30, 1999 RECORDED WITH THE MIDDLESEX NORTH
DISTRICT REGISTRY OF DEEDS AT BOOK 6988, PAGE 189

"Schedule A annexed to L. John DiPalma Estates Homeowners' Trust Declaration of Trust By-Law Rules and Regulations" is amended by adding the following numbered items.

29. All homeowners will be required to register their cars with the Homeowners Association. A decal will be issued, as there is parking enough for three vehicles at each unit, no more than three decals will be issued to each homeowner. The decal will be placed on the inside rearview mirror with the address of the homeowner. Homeowners will also be issued approximately 10 visitors passes, which also will include the homeowners address and be placed on the inside rearview mirror of each visitor parking in the street or clubhouse area. When registering cars the homeowner will be required to give their name, telephone number, make/model and year of car to the Homeowners Association, this information will be kept only by the Homeowners Association.
30. No overnight street parking will be allowed between the hours of 9:00PM until 8:00AM. If any homeowner needs additional parking there is a parking lot located in front of the Clubhouse for visitors and/or overnight parking. Guests of homeowner's may park on the street with a parking permit up until 11:00PM, if they plan on remaining longer they should park in the Clubhouse lot. However, due to the narrow streets, it is preferable that visitors park in the lot when/if the lot is available, thus eliminating the need to move cars during an emergency. Any homeowner who needs to be reminded to remove his/her vehicle will be notified only once, thereafter the vehicle will be towed at the owner's expense. Frank's Towing will be used to tow the vehicles. The towing fee is \$35.00 for a regular tow or \$40.00 during a snow storm. There will be no on the street parking at anytime during snow emergencies. A fee of \$25.00 will be paid to Frank's Towing for any call, even if the vehicle is moved before his arrival.
31. Condominium fees are due the first day of each calendar month. Fees not received by the last day of the month in which they are due will be subject to a late fee of ten dollars (\$10.00) per month or any portion of the month until such condominium fees are paid. Anyone late with payments (i.e., late more than 3 times in a fiscal year), will have their late fees increased to twenty-five dollars (\$25.00) a month. To be paid with the condominium fee of the offending month. There are some homeowners who elect to pay in advance (i.e. 2/3 months or 1 year). If you should elect this option you need only issue 1 check, the same check and dated to credit your account. There will be no refunds or credit given for the overages, however if there is ever a late fee it will be waived.
32. Trash will no longer be placed out until the day of pick-up. Trash will only be placed out in trash containers with lids, and the lids will be permanently attached. (Mr. Meleschuk has agreed to assist any homeowner in attaching the lids.) If boxes need to be placed out, the box will be sealed. These restrictions are put into place to eliminate the birds tearing open the bags and trash being blow throughout the Estates, which is costing the homeowners additional fees for having the area cleaned up.
33. A small "horizontal storage shed" for storing trash cans only outside of the garage will now be permitted. The homeowners are permitted only one type of shed and it must comply exactly with the following provisions. The shed is made by "Rubbermaid" only, the color will only be "green & tan" (green top and base & tan doors), it will have a lift top and front doors, and is lockable. The size is

4'7"Wx2'4"Dx3'H, and is 17.9 CF, snap together, no tools required. It will only be placed in one area only, that will be beside the home directly behind the parking pad. The narrow end will be approximately 1' back from the parking pad, the long backside will be placed against the house with the doors opening out, towards your neighbors home, and must not impede the sprinkler heads. A request still must be made to the board for approval.

34. Due to the lack of consideration on the part of some homeowners to abide by the posted speed limit 10MPH, and after talking to our attorney, the Board of Trustees will be issuing tickets to any homeowner considered in violation of the posted speed limit. Any Trustee can issue the ticket if the Trustee feels that there is a violation. No proof is needed on the Boards part to issue these tickets, just an observation of speeding. However, the 1st offense will be a warning only, if the abuse continues a ticket will be issued and the fine paid with the monthly condo fee. The homeowner may dispute this by attending the monthly meeting and speaking to the Board. There are a number of flagrant abusers and the members of the Board are well aware of who they are. Please remember that visitors speeding will result in a fine to the homeowner, so please remind your visitors about the posted speed limit. (This action is placed into affect to protect our children, walkers and pets.)

Arletta J. Seiple, Chairperson/Trustee

Elaine Lolos, Secretary/Trustee

Wayne H. Smith, Treasurer/Trustee

Paul Murphy, Trustee

Cheryl Ludwig, Trustee

Gayle Steele, Trustee

Edward Wilkens, Trustee

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

Dated:

Then personally appeared the above named: Elaine Lolos, Wayne Smith, Cheryl Ludwig, Edward Wilkens and Gaile Steele as Trustees as aforesaid, and acknowledged the foregoing to be his/her free act and deed.

Notary Public

Amendment to Schedule A
Annexed to L. John DiPalma Estates
September 13, 1999 Recorded with the
Middlesex North District Registry of Deeds
At Book 6988, Page 189

"Schedule A annexed to L. John DiPalma Estates Homeowners' Trust Declaration of Trust By-Laws Rules and Regulations" is amended by adding the following numbered item:

35. At the Annual Meeting held on September 12, 1999, the annual meeting members voted 38 in favor and 2 opposed in an unofficial vote to grandfather the existing "permanent" 3 season porches added on to the homes at 32 Juniper Lane and 41 Primrose Circle as well as to disallow future erections of "permanent" 3 season porches.

a) For the purposes of this by-law rule and regulation:

- 1) "permanent" means unable to take down and re-erect seasonally due to the roof and post construction
- 2) "3 season porch" or room means any structure, with or without glass, constructed in such a way that it can be dismantled seasonally, although it may never be dismantled.
- 3) "3 season porch" or room is so defined, as it may not have heat and/or air conditioning.

b) This by-law rule and regulation does not prohibit:

- 1) the erection of a non-permanent, screen or glass, "3 season porch" or room provided all the following conditions are met:
 - a) It can not and must not be a permanent structure. It therefore must be able to be taken down seasonally, although it probably will never have to be.
 - b) The plans for the "3 season porch" must be approved by the trustees in a letter to the Town of Tewksbury Building Inspector.
 - c) The plans must conform to manufacturers' drawings previously approved by the Trustees

- d) The Town of Tewksbury must be able to issue a building permit for the erection of any "3 season porch".

Arletta J. Seiple, Chairperson/Trustee

Wayne H. Smith, Treasurer/Trustee

Elaine Lolos, Secretary/Trustee

Cheryl Ludwig, Trustee

Edward Wilkins, Trustee

Gayle Steele, Trustee

Paul Murphy, Trustee

RULES AND REGULATIONS

SCHEDULE A
ANNEXED TO
L. JOHN DIPALMA ESTATES
HOMEOWNERS' TRUST
BY-LAW
RULES AND REGULATIONS

The Rules and Regulations hereinafter set forth shall be in effect until amended by the Trustees of the Association, and shall apply to and be binding upon all Dwelling Owners. The Dwelling Owners shall, at all times, comply with these Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. The Rules and Regulations are as follows:

1. No garbage cans, supplies, milk bottles, or other articles shall be placed on the patios, decks, balconies, or rugs, mops, clothes lines, or laundry of any kind, or other articles may be shaken or hung from any of the windows, doors, patios, decks, balconies or entry ways, or exposed on any part of the Lot or Common Areas; and the Lot and Common Areas shall be kept free and clear of refuse, debris and other unsightly material.
2. Refuse and bagged garbage shall only be put out on the day designated for refuse pick up.
3. No Dwelling Owner shall store or leave boats, trailers, motorcycles, mobile homes, recreational vehicles, abandoned vehicles or similar articles or objects within the Lot, or Common Area except in areas which may be designed for that purpose, if any.
4. Employees of the Association or Management Firm shall not be requested or directed to leave the project by any Dwelling Owner or occupant at any time for any purpose. No Dwelling Owner or occupant shall direct, supervise, or in any manner attempt to assert any control over the employees of the Management Firm or the Association.
5. No Dwelling Owner or occupant shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, invitees, and licensees; nor do or permit any act by such persons that will interfere with the rights, comforts, and convenience of the Dwelling Owners. No Dwelling Owner or occupant shall play or suffer to be played any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier in his Dwelling or Lot, in such a manner as to disturb or annoy other Dwelling Owners or occupants.
6. No Dwelling Owners shall allow the installation of awning, screen, antenna, sign, clothes lines, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Lot, Dwelling, or Common Area without the prior written consent of the Trustees.
7. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon or visible from any part of the Lot, Dwelling or Common Area by any Dwelling Owner or occupant without the written consent of the Trustees.
8. Complaints regarding the operation of DiPalma Estates shall be made in writing to the Management Firm, if there is a Management Agreement in effect; otherwise such complaints shall be made to the Trustees.
9. No inflammable, combustible, hazardous or explosive fluid, chemical or substance shall be kept in any Dwelling, Lot or Common Areas except such as are suitable for normal household use.
10. Payments of maintenance fees shall be made at the office of the Management Firm, if there is a Management Agreement in effect; otherwise such payment shall be made at the office of the Association.
11. Rules and Regulations as to the use of facilities shall be posted at such facilities and each Dwelling Owner or occupant shall observe all such Rules and Regulations.
12. No Dwelling shall be occupied by more than three (3) unrelated people at any one time without the written approval of the Trustees.
13. No nuisances shall be allowed on the Lot, Dwelling or Common Areas nor shall any use or practice be allowed which is an annoyance or which interferences with the peaceful possession or proper use of the premises by others.

14. No Lot, Dwelling, or Common Area of DiPalma Estates may be used for any unlawful, immoral or improper purpose.
15. Nothing shall be done in any Dwelling or in, on, or to the Common Area or Lot which may impair the structural integrity of the Property, or which would structurally or stylistically change a building or improvements thereon except as provided in the Declaration or the By-Laws. Nothing shall be altered or constructed in or removed from the Lot or Common Area except upon the written consent of the Trustees.
16. No activity shall be done or maintained in any Dwelling or upon any Common Area or Lot which will increase the rate of insurance on any Dwelling, Common Area or Lot or result in the cancellation of insurance thereon, unless such activity is first approved in writing by the Trustees. No waste shall be committed in the Common Area or Lot.
17. No Dwelling Owner shall keep animals or pets, other than household pets, in his Dwelling, Lot or Common Area without the approval in writing of the Trustees. Approved pets will have to be kept on a leash at all times while on the Common Area or Lot. The Dwelling Owner will be liable for all damage to the Common Area or Lot caused by his/her pet; and the Trustees may revoke its prior approval for such pet for cause, and order the pet to be removed. Each Dwelling Owner shall promptly clean up after their approved pet, and dispose of any waste generated thereby.
18. If any key(s) of a Dwelling are entrusted by a Dwelling Owner or occupant or by his agent, employee, licensee, invitee, or visitor to any agent or employee of the Association, the acceptance of such key(s) shall be at the sole risk of such Dwelling Owner or occupant, and the Trustees shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.
19. These Rules and Regulations may be amended or supplemented, in whole or in part, at any time or from time to time, as approved by the Trust.
20. The Dwelling Owner will cause a copy of these Rules and Regulations to be delivered to any and all occupants of his/her Dwelling and sign a statement to this effect if requested by the Association.
21. Each Dwelling Owner assumes responsibility for his own safety, actions, and conduct, and that of his family, guests, agents, servants, invitees, employees, licensees, lessees and approved pets.

L. J. DiPalma, Inc.,

By:

Maureen F. DiPalma, President and Treasurer

Dated: March 9, 1994



DIPALMA ESTATES
HOMEOWNERS ASSOCIATION
62 JUNIPER LANE
TEWKSBURY, MA 01876

**SUNROOM TASK LIST
For Vendors**

Please ensure that the following is completed as mandated by the DiPalma Estates Board of Trustees:

- The names of all contractors who shall perform work on the premises **five (5) business days** prior to the commencement of any work will be provided to the Unit Owner. This shall include all insurance information as required by this Agreement. All contractors and all insurance work are subject to the prior approval by the Board of Trustees.
- All work shall be commenced within **thirty (30) days** from the date of the execution of the Agreement and completed within **sixty (60) days** from the date of the start of the work, not including the permitting process, and weather permitting, the failure of which shall render this Agreement null and void.

All contractors shall only work between the hours of:

Monday - Friday
7:30 a.m. to 7:00 p.m.

Saturday
8:00 a.m. and 2:00 p.m.

- If required, before any work shall begin, the construction plan shall be approved by the Conservation Department of the Town of Tewksbury, including any applicable dewatering plan and protection barriers. Heavy equipment is only allowed outside of the ten (10) foot buffer zone. The Office of the Conservation Commission may request notification **forty-eight (48) hours** prior to the commencement of any work.
- Any and all necessary certificates of compliance need to be provided to Unit Owner within **thirty (30) days** of the completion of the work.

Contact Information

Unit Owner Name: _____

Unit Owner Address: _____

Unit Owner Telephone: _____



DIPALMA ESTATES
HOMEOWNERS ASSOCIATION
62 JUNIPER LANE
TEWKSBURY, MA 01876

SUNROOM CHECKLIST
For Homeowners

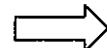
Please complete the following checklist to complete your sunroom application.

TASK	COMPLETED
Meet with the Board approved sunroom vendor. *	
Sign the contract with sunroom vendor with the following provisions: "Subject to approval by DiPalma Estates Homeowner's Association, Tewksbury Building Department and the Conservation Department." If applicable, also include "the customer getting approved for financing." A completed contract detailing the sunroom specifications may be submitted to the Board of Trustees without signature if agreed upon by the vendor.	
Review Exhibit A of revised Rules & Regulations	
Review Exhibit B of revised Rules & Regulations	
As per Exhibit B, Exhibit 1 - Attach a "Unit Deed" (see instructions attached)	
As per Exhibit B, Exhibit 2 - Attach: <ol style="list-style-type: none"> 1. The contract with sunroom vendor showing a list of the materials and specifications for the sunroom (pricing may be blacked out) 2. A Unit Location Plan obtained from the Town showing a sketch of the sunroom with dimensions and property lines drawn in by sunroom vendor with these requirements: <ol style="list-style-type: none"> a. Any addition shall not extend more than 12' from the line of the existing dwelling b. Any addition must provide at least a minimum of 10' setback to the "exclusive area lines" c. Existing side to side separation between units and setback from street lines shall remain as originally constructed d. Existing outside walls may not be removed 3. Copy of Certificate of Liability Insurance from the sunroom vendor 	
Submit Schedule A, B, Exhibit 1 & 2 to the Board of Trustees including payment of \$19.64 (\$1 + \$18.64) for legal fees to revise Rules & Regulations. Please allow two (2) weeks for the Board to review your sunroom application.	
Unit owner and Notary Public must be present during the signing of the Agreement with the Board of Trustees. Signings will take place at the monthly Board Meeting following the review by the Board of Trustees and pending the Notary Public's schedule. One (1) week's notice is required to schedule the Notary Public.	
Once the Agreement is approved, signed and notarized by the Board of Trustees, you will receive an approval letter from the Board of Trustees addressed to the Town of Tewksbury granting permission for you to construct a sunroom.	
Give the original approval letter to the sunroom vendor for inclusion with paperwork to the Town for approval of your sunroom to begin the permitting process. Approval letter must also be received by the Tewksbury Fire Department. Once the plan is approved by the Town, you may be required to obtain additional approvals from the Town's Conservation Department.	
Give the sunroom vendor a copy of the Sunroom Task List For Vendors.	

* Champion is the only approved sunroom vendor as of this writing on 10/1/07.

CONTINUED
on reverse side

The Board of Trustees reserves the right to make additional requests or changes as necessary.





DIPALMA ESTATES
HOMEOWNERS ASSOCIATION
62 JUNIPER LANE
TEWKSBURY, MA 01876

**SUNROOM CHECKLIST (cont.)
For Homeowners**

TASK	COMPLETED
Homeowner's insurance must reflect the sunroom addition and be submitted to the Board of Directors every January.	
The Unit Owners shall provide the names of all contractors who shall perform work on the premises five (5) business days prior to the commencement of any work as supplied by the sunroom vendor. This shall include all insurance information as required by this Agreement. All contractors and all insurance work are subject to the prior approval by the Board of Trustees.	
The Unit Owners shall notify the property manager forty-eight (48) hours prior to the commencement of any work.	
Unit Owners will secure any and all necessary certificates of compliance within thirty (30) days of the completion of the work. The Board is to be provided with evidence of the same.	
Any 4 season unit addition shall require that smoke detectors are upgraded within the entire structure per current regulations.	

If you have any questions about this checklist, please contact:

Karen Curtiss
or the Board of Trustees at
978-640-1110

How to Obtain a "Unit Deed" from the web:

- Visit www.lowelldeeds.com
- Click on "Search Land Records" link at top of page
- On "Name Search" tab with recorded land button highlighted, enter your last name and select town from drop down menu
- Click on your last name
- Click on your name in the line that says "Deed"
- Click "Quick Document Viewer" link below the Grantee field
- Print your Deed

**CERTIFICATE OF VOTE AND RESOLUTION OF THE BOARD OF
TRUSTEES OF THE L. JOHN DIPALMA ESTATES HOMEOWNERS' TRUST**

This Certificate of Vote and Resolution is entered into this _____ day of _____, 2007 by the Board of Trustees of the L. John DiPalma Estates Homeowners' Trust.

WHEREAS, the J. John DiPalma Estates Homeowners' Trust is a condominium created pursuant to a Master Deed and Declaration of Trust recorded with the Middlesex North District Registry of Deeds at Book 6988, Page 129 and Book 6988, Page 189, respectively; and

WHEREAS, Article V, §5.1.6 and Article V, §5.10 of the Declaration of Trust authorizes the Board of Trustees, from time to time, to 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 the requirements respecting the use and maintenance of the Units and the use of the common areas and facilities; and

WHEREAS, The Board of Trustees of the L. John DiPalma Homeowners' Trust desire to create reasonable Rules and Regulations regarding the construction of four season porches; and

WHEREAS, the Board of Trustees has the authority to grant the approval of the construction of four season porches pursuant to Article V, §5.1.15 and Article V, §5.9 of the Declaration of Trust; and

WHEREAS, the Board of Trustees of the L. John DiPalma Homeowners' Trust, acting pursuant to the authorities contained in Articles III and V of the Declaration of Trust do hereby amend the Administrative Rules and Regulations of the L. John DiPalma Homeowners' Trust to allow the construction of four season porches as set forth below.

NOW THEREFORE, the Board of Trustees agrees to undertake the following action:

- I. **Amend the Rules and Regulations by adopting the following Rule 35 entitled "Construction of Four Season Porches":**

Notwithstanding any provisions of these Rules and Regulations, the following provisions are adopted regarding the construction of four season porches:

A. Approval Required to Secure Construction of Four Season Porches:

1. The Board of Trustees shall have the authority to allow the construction of a four season porch, in the sole discretion of the Board of Trustees, as set forth hereunder. Any Unit Owner who desires to construct a four season porch must first petition the Board of Trustees.
2. Any approval issued by the Board of Trustees will include by reference to the general terms and conditions attached hereto and incorporated herewith and identified respectfully as Exhibit "A" as if set forth therein.
3. Any Unit Owner who desires to construct a four season porch must execute the Agreement attached hereto as Exhibit "B" and comply with the procedure to petition the Board as set forth below.
4. Any construction of a four season porch to the Unit without securing the prior permission of the Board of Trustees shall be prohibited.
5. The Unit Owner shall be responsible for any repair, maintenance and/or replacement of the four season porch and all areas, exclusive use, limited common areas or otherwise, as set forth in the Master Deed.
6. The Unit Owner shall be responsible for reimbursing the Board of Trustees for all costs associated with any Agreement including, but not limited to, attorney's fees, construction fees, architectural fees and/or engineering fees. Said fees and other costs may be required to be paid with each request in advance of the services rendered.
7. This Rule is binding upon all Unit Owners, their heirs, executors, administrators and other legal representatives, successors and assigns.

B. Procedure to Petition the Board of Trustees for any Construction of Four Season Porch:

1. Petition the Board of Trustees for permission to construct four season porch.
2. Provide the Board of Trustees with all necessary documentation, as well as any prepayment costs required by the Board with said Petition.
3. The Unit Owner shall execute the applicable Agreement attached hereto as Exhibits, and other documentation required by the Board of Trustees.

4. Upon completion of all notice periods and upon recording with the Registry of Deeds, where applicable, within the applicable time period required by the law, the Unit Owner may proceed with the construction of the four season porch in conformity with the Agreement.

In all other respects, the rules and Regulations of the L. John DiPalma Estates Homeowners' Trust are hereby ratified and affirmed.

EXECUTED on the date and year first above written.

BOARD OF TRUSTEES
L. JOHN DIPALMA ESTATES HOMEOWNERS' TRUST

COMMONWEALTH OF MASSACHUSETTS

_____, ss: _____, 2007

On this ____ day of _____, 2007, before me, the undersigned notary public, personally appeared _____,
_____,
and _____, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, as the duly authorized Board of Trustees of the L. John DiPalma Estates Homeowners' Trust.

Official signature and seal of notary

My Commission Expires: _____

EXHIBIT "A"

SPECIFICATIONS

Schedule A annexed to L. John DiPalma Estates Homeowners' Trust Declaration of Trust By-Laws Rules and Regulations is amended by adding the following numbered item:

36. Permit residents to add permanent 4 season additions to their units.

a. For the purpose of this by law and regulation:

- 1) Residents must utilize manufacturers approved by the Trustees
- 2) Any addition shall require an approval letter detailing the size of the addition from the Trustees
- 3) Approval of additions must be received by the office of the Tewksbury Building Commissioner and the Tewksbury Fire Department
- 4) All costs, including any repair of the common area, will be the responsibility of the unit owner (i.e. moving sprinklers)
- 5) Any addition must provide at least a minimum of 10' setback to the "exclusive area lines"
- 6) Any addition must be shown on a certified, updated "unit location plan" showing compliance with those requirements
- 7) Any addition shall not extend more than 12' from the line of the existing dwelling
- 8) Existing side to side separation between units and setback from street lines shall remain as originally constructed
- 9) Any 4 season unit addition shall require that smoke detectors are upgraded within the entire structure per current regulations
- 10) Additions may include heat and air conditioning
- 11) Existing outside walls may not be removed

EXHIBIT "B"

GRANT OF PERMISSION TO CONSTRUCT FOUR SEASON PORCH

This Agreement for Grant of Permission to Construct a Four Season Porch ("Agreement") is made this _____ day of _____, _____ between the Board of Trustees of the L. John DiPalma Estates Homeowners' Trust and _____ and _____ Unit Owners of the property located at _____, L. John DiPalma Estates Homeowners' Trust.

WHEREAS, the Master Deed and Declaration of Trust are recorded with the Middlesex North District Registry of Deeds at Book 6988, Page 129 and Book 6988, Page 189, respectively; and

WHEREAS, the undersigned Board of Trustees are the duly elected and/or appointed Board of Trustees ("Trustees") pursuant to the above Master Deed and under the Declaration of Trust thereto; and

WHEREAS, the Unit Owners, by way of this Agreement, have petitioned the Trustees to allow the construction of a four season porch; and

WHEREAS, the above Unit Owners are the joint and several owners of the property located at Unit _____, _____, Tewksbury, Massachusetts, as more particularly described in a Unit Deed recorded with the Middlesex North District Registry of Deeds at Book _____, Page _____. The Unit Owners have attached a copy of their Unit Deed hereto as Exhibit "1"; and

WHEREAS, the Unit Owners shall be responsible for the repair, maintenance and replacement of the four season porch and all other items and materials associated with the same and shall undertake to comply with the balance of the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and for other good and mutual consideration, the parties agree as follows:

1. The Board of Trustees hereby grants its permission for the Unit Owners to construct the four season porch. A description of the four season porch, including a list of the materials and specifications is attached hereto as Exhibit "2". The Board of Trustees authorizes the Unit Owners to allow the four season porch to exist upon the property, conditioned upon compliance with this Agreement.
2. The parties agree that the granting of permission hereunder constitutes a grant pursuant to the Master Deed and Declaration of Trust of the rights set forth hereunder.
3. The Unit Owners represent that as to the submissions set forth above, that:
 - A. The same represents the obtaining of all necessary permits and/or licenses to undertake the construction of the four season porch;

- B. To the extent that any permits were issued, that all said permits which were issued are valid and all said appeal periods have expired;
 - C. The work completed hereunder will be performed in a good and workmanlike manner and in full compliance with all applicable Federal, State and local laws, ordinances, codes, By-Laws and Rules and Regulations, including those relating to zoning, building, health, safety and sanitation;
 - D. Unit Owners will secure any and all necessary certificates of compliance within thirty (30) days of the completion of the work hereunder and provide the Board with evidence of the same; and
 - E. That the work hereunder shall be completed in accordance with the specifications attached hereto as Exhibit "2".
- 4. The Unit Owners shall notify the property manager forty-eight (48) hours prior to the commencement of any work contemplated hereunder. All work hereunder shall be commenced within thirty (30) days from the date of the execution of this Agreement and completed within sixty (60) days from the date of the start of the work, not including the permitting process, and weather permitting, the failure of which shall render this Agreement null and void.
 - 5. Any and all contractors hereunder shall only work between the hours of 7:30 a.m. to 7:00 p.m., Monday through Friday, and shall be prohibited from working at any other time or day and Saturday between the hours of 8:00 a.m. and 2:00 p.m.
 - 6. The Unit Owners have attached the following documents to this Agreement:
 - A. Exhibit "1" – Unit Deed; and
 - B. Exhibit "2" – description of the four season porch including a list of materials and specifications detailing the construction of said four season porch.
 - 7. The Unit Owners shall be responsible for any repair, maintenance, and/or replacement of the four season porch and all other items associated with the same.
 - 8. Any work done hereunder shall not result in any other exterior modifications except as set forth hereunder.
 - 9. No work shall commence unless and until the Unit Owners have signed and delivered this Agreement to the Board of Trustees.
 - 10. The Unit Owners, and/or their agents, servants and/or employees agree to maintain during all applicable construction periods, the following general comprehensive insurance policy as follows:
 - A. The insurance shall be purchased from and maintained in a company or companies lawfully authorized to do business in the Commonwealth of Massachusetts and holding a rating of A+ in the current edition of Bests Rating

Guide, such insurance as will protect the Unit Owners and Trustees from claims set forth below which may arise out of or result from the Unit Owner's operations under this Agreement and for which the Unit Owners and/or Trustees may be legally liable, whether such operations be by the Trustees, Unit Owners or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' or workmen's compensation disability benefit acts and other similar employee benefit acts which are applicable to the work to be performed;
 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Unit Owners' employees;
 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Unit Owners' employees;
 4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Unit Owners, or (2) by another person;
 5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss or use resulting therefrom;
 6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
 7. Claims involving contractual liability insurance applicable to the Unit Owners' obligations under this Agreement.
- B. The insurance required shall be written in such amounts and form as is acceptable to the Trustees or amounts required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the work until date of final completion and termination of any coverage required to be maintained after final payment.
- C. Certificates of Insurance acceptable to the Trustees shall be filed with the Trustees prior to commencement of the work. To the extent possible, the Trustees shall be named as an additional insured on said Certificates and in the underlying policies. These Certificates and the insurance policies required by this Paragraph shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Trustees. If any of the foregoing insurance coverage is required to remain in force after final completion of the work and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted to the Trustees. Information concerning reduction of coverage shall be furnished

by the Unit Owners with reasonable promptness in accordance with the Unit Owners' information and belief.

- D. **Waivers of Subrogation.** The Trustees and Unit Owners waive all rights against (1) each other and any of their contractors, subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Trustees' representative(s), consultants, and separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Paragraph, if any, or other property insurance applicable to the work, except such rights as they have to proceeds of such insurance held by the Trustees as fiduciary. The policies shall provide waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
11. The Unit Owners agree to purchase and maintain insurance in amounts and limits as reasonably acceptable to the Trustees. Certificates of Insurance acceptable to the Trustees shall be filed with the Trustees on or before January 1st of each year. The Association shall be entitled to notice of any non-payment of said policy. Further, notwithstanding any provisions in the Master Deed, Declaration of Trust, By-Laws, and Rules and Regulations, the Unit Owners waive and release the Trustees, the Homeowners' Trust, and other Unit Owners, for any amounts due for any deductibles as a result of any loss which may be incurred regarding the four season porch. Further, in the event that the Unit Owners leases and/or rents the unit while a four season porch exists upon the same, the Unit Owners shall be required to purchase such other insurance as deemed reasonably acceptable to the Trustees.
12. Further, notwithstanding any provisions in the Master Deed, Declaration of Trust, By-Laws, and Rules and Regulations, the Unit Owners waive and release the Trustees, the Homeowners' Trust, and other Unit Owners, for any amounts due for any deductibles as a result of any loss which may be incurred regarding the four season porch.
13. Notwithstanding the provisions of the Declaration of Trust, the cost in excess of available insurance proceeds of preparing 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 Owners, shall be charged solely to such Unit Owners. Similarly, the Unit Owners shall be responsible for any and all increases in the insurance premiums as a result of any work contemplated hereunder and agrees to remit to the Trustees any monies due and owing as a result thereof within thirty (30) days of being assessed the same.
14. The Unit Owners shall provide the names of all contractors who shall perform work on the premises five (5) business days prior to the commencement of any work contemplated hereunder. This shall include all insurance information as required by this Agreement. All contractors and all insurance work are subject to the prior approval by the Board of Trustees.

15. The Unit Owners agree to provide the Trust its agents, servants and/or employees, reasonable access to the four season porch, pursuant to the Master Deed and Declaration of Trust, as amended.
16. The Unit Owners agree that as to any future work, whether maintenance, repair and/or replacement as to the four season porch, that the Unit Owners shall seek the approval of the Trustees prior to undertaking the same. Said approval shall not be unreasonably withheld. No work shall commence however, until Unit Owners have received permission of the Trustees to undertake the same.
17. If required under this Agreement, the Unit Owners shall remove the four season porch and all equipment and restore the common areas to the condition prior to the construction hereunder.
18. The Unit Owners, as stated above, shall at all times be obligated to comply with the terms and conditions of this Agreement. Notwithstanding this, the Unit Owners shall reimburse and repay the Trustees, their agents, servants and/or employees, all expenses and other sums incurred by the Trustees and/or their agents, servants and/or employees for the enforcement of this Agreement, the collection of any monies due hereunder and the curing of any default and/or breach of this Agreement along with the costs associated thereto including reasonable attorney's fees and costs. The Trustees may, at their discretion, but are not obligated, to cure any default, and the costs thereto including reasonable attorney's fees, which shall be reimbursed to said Trustees by the Unit Owners within ten (10) days of Unit Owner's receipt of notice of any such expenditures, provided however, that prior to making any such expenditure or taking any action to cure said default, the Trustees shall first give the Unit Owners notice of such default and afford Unit Owners seventy-two (72) hours to enable Unit Owners to first remove the "default" under this Agreement.
19. The failure of any of the obligations as set forth in this Agreement shall be a default of the same and subject the Unit Owners to the enforcement provisions of the Condominium Documents as well as the enforcement provisions of this Agreement. All remedies, wherever they may appear, including, but not limited to, the Condominium Documents as they may be amended, Massachusetts General Laws as they may be amended, and this Agreement, are cumulative.
20. All said sums due hereunder as a result of the default of this Agreement shall be a personal liability of the Unit Owners, and in addition, constitute a lien on said unit, pursuant to M.G.L. c. 183A. Said amount shall be collected as a lien pursuant to M.G.L. c. 183A and M.G.L. c. 254, §5 and §5(a).
21. When notice is required to be given hereunder, it shall be sent by certified mail, return receipt requested as follows, which addresses may be changed by written notice:
 - (a) if to the Trustees: Board of Trustees
L. John DiPalma Estates Homeowners' Trust
c/o _____

(b) with a copy to:

Charles A. Perkins, Jr., Esquire
Perkins & Ancil, P.C.
73 Princeton Street, Suite 306
North Chelmsford, MA 01863

(c) if to the Unit Owners:

(d) with a copy to:

22. The parties agree that the Trustees may only revoke the grant for any default of this Agreement. However, prior to said revocation, the Trustees shall give the Unit Owners seven (7) days notice of said revocation and the right to be heard in regards to the same. This right to be heard shall not be interpreted to afford the Unit Owners any other rights except as specified hereunder. In addition, the Trustees have the right to revoke this grant if ordered by any Court of competent jurisdiction and/or if the Unit Owners are in default of this Agreement, fails to pay their condominium fees and the general and special assessments relative thereto, and any other provision of the Master Deed, Declaration of Trust and Rules and Regulations, as the same may be amended.
23. This Agreement, and all rights and remedies of the parties shall be determined as to the validity, construction and enforcement and in all other respects to the same pursuant to the Laws of the Commonwealth of Massachusetts. This Agreement is intended to take effect as a sealed instrument, shall inure to the benefit of the Trustees and the Homeowners' Trust, its successors and assigns, and shall be binding upon the undersigned and their heirs, executors, administrators and other legal representatives, successors and assigns of the undersigned.
24. The grant issued hereunder shall not be assigned and/or transferred without securing the prior written permission of the Trustees, which said permission may not be unreasonably withheld. It shall be presumed that if the Unit Owners hereunder are not in default of this Agreement, and the assignee agrees to execute an Agreement similar to this Agreement, as it may be amended, then the Board will authorize the assignment of the same.
25. The Unit Owners agree to indemnify and hold harmless the Trustees from any and all work contemplated hereunder and any and all damages relative to the same. This indemnification shall similarly include any and all causes of action which the Unit Owners may have against the Trustees as a result of issuing this Agreement and the enforcement of the same. The Unit Owners agree to release the Trustees, their agents, servants and/or employees from and any all liability related not only to this Agreement, but to the execution of the default provisions hereunder as well as to the replacement and/or removal of the of the four season porch, as well as the restoration of the same as described hereunder in the event of an order against the Homeowners' Trust by a Court of competent jurisdiction. This indemnification shall include reimbursing the Trustees for any costs to enforce the above, this Agreement, as well as any legal action brought against the Trustees and/or Judgments received thereto as well as the cost of the defense, attorney's fees and any judgments received. Further, this indemnification shall include the payment of any judgments as a result of damage, whether personal and/or to property

as a result of this Agreement, the breach of this Agreement, and any work contemplated hereunder. Finally, notwithstanding anything hereunder, this indemnification shall include the Unit Owners' obligation to defend any action brought against the Trustees by any other Unit Owners for entering into this Agreement, and for the Unit Owners' construction, maintenance, replacement, and/or restoration of the four season porch as described hereunder. As set forth above, this shall include the payment of any and all legal fees and the costs of defense in this matter including attorney's fees and any judgments received and the Unit Owners agree to be primarily responsible for the defense of any said action.

26. In the event that any provision of this Agreement shall be determined to be invalid or unenforceable, it shall be interpreted and construed so as to be enforceable to the extent and in such situations as may be permitted by applicable law and in any event, the partial or total enforceability of such provisions shall not effect in any manner, the validity, enforceability or effect of the remainder of this Agreement; and, in such event, all of the provisions of this Agreement shall continue in full force and effect as if such invalid provision had never been included herein.
27. The Unit Owners agree to secure a plan which reflects the construction of the four season porch. This plan shall be attached to this Agreement for Grant of Permission to Construct Four Season Porch upon completion of the work contained hereunder. Thereafter, the Unit Owners agree that this Agreement for Grant of Permission to Construct Four Season Porch shall be recorded by the Board of Trustees at the Unit Owners' expense at the Middlesex North District Registry of Deeds.
28. The Unit Owners agree to reimburse and pay the Trustees all costs associated with this Agreement, including attorney's fees in the amount of \$_____, recording costs, and any engineering costs, etc. Said sums shall be due within ten (10) days of Unit Owners' receipt.
29. Notwithstanding any provision of this Agreement, if the Trustees are required to execute an application to any department of the Town of Tewksbury for a permit regarding the construction of the four season porch hereunder, the Trustees shall not incur any liability to any contractor, subcontractor or materialmen on account of such four season porch, or to any person having a claim for injury to person or damage to property arising therefrom.

EXECUTED on the date and year first above written.

BOARD OF TRUSTEES
L. JOHN DIPALMA ESTATES
HOMEOWNERS' TRUST

UNIT OWNERS,

COMMONWEALTH OF MASSACHUSETTS

_____, ss: _____

On this _____ day of _____, _____, before me, the undersigned notary public, personally appeared _____, _____, _____ and _____, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, as the duly authorized Board of Trustees of the L. John DiPalma Estates Homeowners' Trust.

Official signature and seal of notary

My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss: _____

On this _____ day of _____, _____, before me, the undersigned notary public, personally appeared _____ and _____, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, as the owners of record of the property located at _____, L. John DiPalma Estates Homeowners' Trust, Tewksbury, Massachusetts.

Official signature and seal of notary

My Commission Expires: _____