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LYMAN ROAD CONDOMINIUM TRUST  
DECLARATION OF TRUST

LYMAN ROAD CONDOMINIUM  
19-31 LYMAN ROAD  
NORTHAMPTON, MASSACHUSETTS

DECLARATION OF TRUST of LYMAN ROAD CONDOMINIUM TRUST made at Northampton, Hampshire County, Massachusetts, by NORTHEAST ENTERPRISES REALTY PARTNERSHIP by its Managing Partner, Charles W. Bowles, of 237 Main Street, Northampton, Hampshire County, Massachusetts 01060 (hereinafter called the "Trustee"), which term includes their successors in trust. The term "Trustee" or "Trustees" also means the Trustee or Trustees for the time being hereunder, whenever the context so permits.

I. NAME OF TRUST

The trust created hereby shall be known as LYMAN ROAD CONDOMINIUM TRUST, and all activities carried on by the Trustees hereunder shall, insofar as legal, practical and convenient, be conducted under said name and style.

II. PURPOSES

- (a) All of the rights and powers in, to and with respect to the common areas and facilities of the Lyman Road Condominium established by Master Deed of even date and recorded herewith (hereinafter called the "Condominium"), which are by virtue of the provisions of Massachusetts General Laws, Chapter 183A, "Condominiums" (hereinafter called "Chapter 183A") conferred upon or exercisable by the organization of unit owners of the Condominium and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder shall vest in the Trustees as joint tenants, with right of survivorship, as Trustees of this Trust, BUT IN TRUST NEVERTHELESS, to exercise, manage, administer and dispose of the same and to receive the income thereof for the benefit of the owners of record from time to time of the units of the Condominium (hereinafter called the "Unit Owners"), according to the schedule of beneficial interest referred to in Section 4 hereof, and in accordance with the provisions of said Chapter 183A. This Trust is the organization of the Unit Owners established pursuant to the provisions of said Chapter 183A for the purposes therein set forth.
- (b) It is hereby expressly declared that a Trust, and not a Partnership, has been hereby created and that the Unit Owners are beneficiaries and not partners or associates or any other relation whatever among themselves with respect to the trust property and that they hold no relation to the Trustees other than as such beneficiaries, with only such rights as are conferred upon them as such beneficiaries hereunder and under and pursuant to the provisions of said Chapter 183A.



### III. TRUSTEES

#### (a) Appointment of Trustees

##### (i) *Initial Board*

The Initial Board shall consist of the Trustees named in the first paragraph of this Declaration of Trust, to wit: NORTHEAST ENTERPRISES REALTY PARTNERSHIP, Charles W. Bowles, Manager, as sole Trustee (hereinafter called the "Initial Board"). The term of the Initial Board shall end upon the earliest to occur of the following events: (a) six (6) months after seventy-five percent (75 %) of the units have been conveyed to unit purchasers; or (b) six (6) years following the conveyance of the first unit. Notwithstanding any other term or provision of this Trust to the contrary; (A) the Unit Owners shall have no power or right to remove the Initial Board, namely, NORTHEAST ENTERPRISES REALTY PARTNERSHIP or its Manager, Charles W. Bowles, nor to appoint any additional or successor Trustees, until the expiration of the term of said Initial Board shall have expired as set forth in the immediately preceding sentence; and (B) during the term of the Initial Board, any vacancy in the office of a Trustee, however caused, shall be filled only by the designation of the Declarant of the Master Deed.

##### (ii) *Subsequent Boards of Trustees*

After the term of the Initial Board, there shall at all subsequent times be a Board of Trustees hereunder consisting of not less than three (3) nor more than five (5) natural persons, but in any event an odd number, as shall be determined by vote of Unit Owners entitled to not less than fifty-one percent (51 %) of the beneficial interest hereunder.

#### (b) Vacancies

After the expiration of the term of the Initial Board, if and when the number of Trustees shall become less than three (3), a vacancy or vacancies in said office shall be deemed to exist. Each such vacancy shall be filled by written instrument setting forth (a) the appointment of a natural person to act as such Trustee, signed (i) by Unit Owners entitled to not less than fifty-one percent (51 %) of the beneficial interest hereunder or (ii) if the Unit Owner(s) entitled to such percentage have not made such an appointment within thirty (30) days after the occurrence of such vacancy, by the remaining Trustees and acknowledged by one of the signatories; and (b) the acceptance of such appointment, signed and acknowledged in proper form for recording by the person so appointed. Such appointment shall become effective upon signing. At the request of any Owner, or at any time the Trustees elect, a statement of the then serving Trustees may be recorded with the Hampshire Registry of Deeds by a certificate of such appointment, signed and accepted as aforesaid, that such person(s) are Trustee(s) and vested with the title to the Trust property, jointly with the remaining or surviving Trustee or Trustees, without the necessity of any act of transfer or conveyance. If, for any reason, any such vacancy in the office of Trustee shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any Unit Owner and notice to the other Unit Owners and



all Trustees and to such other parties in interest, if any, to whom the court may direct that notice be given. Such appointment shall become effective upon the recording with the Hampshire Registry of Deeds of a certificate or order of such appointment. Notwithstanding anything to the contrary in this subsection (b), despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining or surviving Trustees, subject to the provisions of the immediately following subsection (c), shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

(c) Majority Vote

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

(d) Resignation of Trustees

- (i) Any Trustee may resign at any time by instrument in writing, signed and acknowledged.
- (ii) After reasonable notice and opportunity to be heard before the Unit Owners called pursuant to Sections 8 and 34 of the Bylaws hereof, a Trustee (except a member of the Initial Board) may be removed from office with or without cause, by an instrument in writing signed by vote of Unit Owners entitled to not less than fifty-one percent (51 %) of the beneficial interest hereunder.

(e) Good Faith

No Trustee hereinbefore named, or appointed or designated as hereinbefore provided, shall under any circumstances or in any event be held liable or accountable out of his or her personal assets or estate or be deprived of compensation by reason of any action taken, suffered or omitted in good faith, or be so liable, accountable or deprived for more money or other property than he or she actually receives, or for allowing one or more of the other Trustees to have possession of the Trust books or property, or be so liable, accountable or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of the existence of any personal interest or gain or by reason of anything except his or her own personal and willful malfeasance, bad faith, or fraud.

(f) Conflict of Interest

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



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

It is understood and permissible for the Initial Trustee hereunder and any other Trustees designated by the Initial Board or who are employed by or affiliated or associated with the Declarant, to contract with the Declarant and any corporation, firm, trust or other organization controlled by or affiliated or associated with the Declarant without fear of being charged with self-dealing.

(g) Compensation

The Trustees shall receive no compensation for their services as such Trustees. However, with the prior written approval in each instance of the other Trustees, and upon presentation of proper vouchers, each Trustee may be reimbursed for actual out-of-pocket expenses paid or incurred by him or her pursuant to his or her duties as such Trustee, and such reimbursement shall be a Common Expense of the Condominium.

With the prior written approval in each instance of the other Trustees, each Trustee may receive reasonable compensation for any extraordinary or unusual services rendered by him or her in connection with this Trust, and such compensation shall be a Common Expense of the Condominium.

With the prior written approval in each instance of the other Trustees, any Trustee may be engaged to render services to this Trust, legal, accounting, or otherwise, at such compensation as shall be fixed by the Trustees, and any fees or other compensation shall be a Common Expense of the Condominium.

Notwithstanding anything to the contrary in this subsection (h) of this Section III, no compensation, reimbursement, or fees shall be paid to the Initial Trustee pursuant to the provisions of subsection (a) of this Section III. A Trustee shall abstain from voting upon any question regarding reimbursement, compensation, or fees proposed to be paid to him or her pursuant to the provisions of this subsection (h) of this Section III, or upon any question regarding the engagement of himself or herself, or any firm, association, corporation or partnership of which he or she is a member, to render services, legal, accounting or otherwise to this Trust.

(h) Indemnity

The Trustees and each of them shall be entitled to indemnity both out of the trust property, and by the Unit Owners severally, in proportion to their ownership in the common areas and facilities, against any liability incurred by them or any of them in the execution hereof, including, without limitation, liabilities in contract and in tort and liabilities for damages, penalties, and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for his or her share of the Common Expenses of the Condominium and for his or her proportionate share of any claims involving the trust property in excess thereof.



#### IV. BENEFICIARIES AND THEIR BENEFICIAL INTEREST

- (a) The beneficiaries hereof shall be the Unit Owners of the Condominium for the time being. The beneficial interest in the Trust hereunder shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium, all as set forth on Exhibit B of the Master Deed, which is hereby incorporated herein by this reference and made a part hereof, with the same force and effect as though fully set forth in the body hereof.
- (b) The beneficial interest of each Unit of the Condominium shall be held and exercised as a unit and shall not be divided among several owners of any such Unit. To that end, whenever any of said Units is owned of record by more than one person, the several owners of such Unit shall:
  - (i) determine and designate which owner shall be authorized and entitled to cast votes, execute instruments, and otherwise exercise the rights appertaining to such Unit hereunder; and
  - (ii) notify the Trustees of such designation by a notice in writing signed by all of the record owners of such Unit.

Any such designation shall take effect upon receipt by the Trustees of such notice, and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate any one of such owners for such purposes.

#### V. BYLAWS

The Bylaws of this Trust are attached hereto as Exhibit A, which is hereby incorporated herein by this reference and made a part hereof with the same force and effect as though fully set forth in the body hereof.

#### VI. RIGHTS AND OBLIGATIONS OF THIRD PARTIES DEALING WITH THE TRUST

- (a) Any instrument signed and acknowledged in proper form for recording by a majority of the Trustees as they then appear of record in the Hampshire County Registry of Deeds and recorded in the Hampshire County Registry of Deeds may be relied on as conclusively establishing that such instrument was the free act of this Trust and shall be binding upon this Trust when so recorded.
- (b) No purchaser, mortgagee, lender, or other person dealing with a majority of the Trustees, as they then appear of record in the Hampshire County Registry of Deeds, shall be bound to ascertain or inquire further as to the persons who are then the Trustees hereunder or be affected with any notice, implied or actual, relative thereto, other than by a certificate thereof, so recorded, and such recorded certificate shall be conclusive evidence of the personnel of said Trustees and of any changes therein. The receipts of a majority of the Trustees, for money paid



or things delivered to them shall be effectual discharges therefrom to the persons paying or delivering the same, and no person from whom a majority of the Trustees 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 a majority of the Trustees, or with any real or personal property that 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 Trustee(s) purporting to be done in pursuance of any of the provisions or powers herein contained, or as to the regularity of the resignation or appointment of any Trustee. Any instrument of appointment of a new Trustee or resignation or discharge of a Trustee purporting to be executed by the Trustees, Unit Owners or other persons herein required to execute the same shall be conclusive evidence in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation or appointment or the occasion thereof.

- (c) Notwithstanding anything to the contrary herein, and notwithstanding any custom or usage to the contrary, no recourse shall at any time be had under or upon any note, bond, contract, order, debt, claim, instrument, certificate, undertaking, obligation, covenant, or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceedings, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with, or having any claim against the Trustees, shall look only to the trust property for payment under such note, bond, contract, order, debt, claim, instrument, certificate, undertaking, obligation, covenant, or agreement, or for the payment of any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall ever be personally or individually liable therefore, provided, however, that nothing herein contained shall be deemed to limit or impair the liability of the Unit Owners under the provisions of said Chapter 183A.
- (d) Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express reference shall be made to this instrument.
- (e) This Declaration of Trust and amendments hereto and any Certificate herein required or that it may be deemed desirable to record, shall be recorded with the Hampshire County Registry of Deeds. Such record, when executed according to the requirements of this Declaration of Trust, shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof, and all persons dealing in any manner whatsoever with the Trustees, the trust property, or any beneficiary hereunder, shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be so recorded. Any certificate signed by a majority of the Trustees at the time, as they then



appear of record in the Hampshire County Registry of Deeds, setting forth as facts any matters affecting the trust, including-statements as to who are the Trustees, what action has been taken by the Trustees or beneficiaries, and matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Hampshire County Registry of Deeds, shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees acting in reliance thereon. Any certificate executed by a majority of the Trustees as they then appear of record in the Hampshire County Registry of Deeds setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustees, shall, when duly acknowledged and recorded with said Hampshire County Registry of Deeds, as to all persons acting in good faith in reliance thereon, be conclusive evidence of the truth of the statement made in such certificate and of the existence of the facts therein set forth.

## VII. AMENDMENTS; TERMINATION

- (a) Notwithstanding anything to the contrary herein, so long as the Declarant owns any unit in the Condominium, the Declarant shall have the right, at any time and from time to time, to amend this Declaration of Trust (including, but not limited to, the Bylaws hereto and the Rules and Regulations hereto) without the consent of any Unit 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 insurance underwriting office or organization or the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the secondary mortgage market or any lender, or to cure any ambiguity, inconsistency or formal defect or omission.
- (b) Subject, however, to the provisions of Section 33 of the Bylaw hereto:
  - (i) A majority of the Trustees, with the consent in writing of seventy-five percent (75%) in interest of Unit Owners, may at any time and from time to time amend, alter or add to this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities, provided, however, that no such amendment, alteration, addition or change shall be made: (i) without the prior written consent of the Declarant obtained in each instance, for so long as the Declarant remains the owner of any Unit in the Condominium; or (ii) according to the purport of which, the percentage of the beneficial interest hereunder of any Unit Owner would be altered, or in any manner or to any extent whatsoever, modified or affected so as to be different than the percentage of the individual interest of such Unit Owner in the common areas and facilities as set forth in the Master Deed other than by (pursuant to the provisions of 1987 Mass. Acts Chapter 87) consent of all of the Unit Owners whose percentage of the undivided interest is affected; or (c) that would render this Trust contrary to or inconsistent with any requirements or provisions of said Chapter 183A. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this Section shall become effective upon the recording with the Hampshire County Registry of Deeds of an instrument of amendment, alteration or addition, as the case may be, signed, sealed and acknowledged



in proper form for recording, setting forth in full the amendment, alteration or addition. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration or addition, 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.

- (ii) The Trust hereby created shall terminate only upon removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure therefore set forth in said Chapter 183A.
- (iii) Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of said Chapter 183A, sell and convert into money the whole of the trust property, or any part or parts thereof and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them that shall be conclusive if made in good faith, all other property then held by them in trust hereunder to the Unit Owners according to their respective percentages of beneficial interest hereunder. In making any sale under the provisions of this subsection (c) of this Section 7, the Trustees shall have the power to sell or vary any contract of sale and to resell without being answerable for loss, and, for said purposes, to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of trust property may have passed.

The provisions of Section 33 of the Bylaws hereto shall at all times take precedence over the provisions of this Section 7.

### VIII. CONSTRUCTION: INTERPRETATION

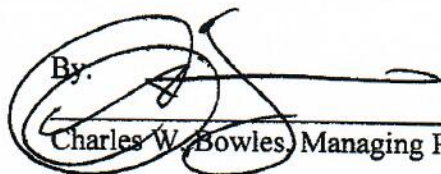
- (a) In the construction hereof, whether or not so expressed, words used in the singular or in the plural, respectively, shall include both the plural and singular; words denoting males include females; and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), partnerships, entities and quasi-entities, trusts and corporations; unless a contrary intention is to be inferred from or is required by the subject matter or context. The marginal and sectional captions and headings are inserted only for 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.
- (b) All of the trusts, powers, and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts in general, and with respect to Massachusetts General Laws, Chapter 183A, in particular.



- (c) The invalidity of any provision or part of such provision hereof shall not impair or affect in any manner the remainder hereof or the remainder of such provision or such part of such provision.
- (d) No restriction, condition, obligation or provision contained herein (including, but not limited to, the Bylaws hereof, attached hereto as Exhibit A and incorporated herein by reference) shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number or frequency of violations or breaches thereof that may occur.
- (e) In the event of any conflict between the provisions hereof (including, but not limited to, the Bylaws hereof attached hereto as Exhibit A and incorporated herein by reference) and the provisions of Massachusetts General Laws, Chapter 183A, and the Master Deed, then the provisions of said Chapter 183A, or of the Master Deed, as the case may be, shall control. Words defined in said Chapter 183A shall have the same meaning herein as defined in said statute, unless the context clearly indicates otherwise.

EXECUTED as an instrument under seal at Northampton, Hampshire County, Massachusetts, this 27 day of June 2007.

NORTHEAST ENTERPRISES  
REALTY PARTNERSHIP

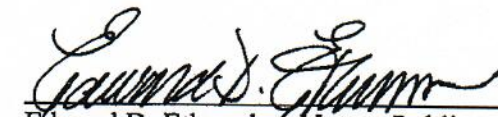
By:   
Charles W. Bowles, Managing Partner

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, SS.

June 27, 2007

Before me, the undersigned notary public, personally appeared Charles W. Bowles, Individually and as Managing Partner of Northeast Enterprises Realty Partnership, proved to me through satisfactory evidence of identification, which was my personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

  
Edward D. Etheredge, Notary Public  
My commission expires: 3/30/12

**Edward D. Etheredge  
Notary Public  
My Commission Expires  
3/30/12**

ATTEST: HAMPSHIRE, Marianne L. Donohue, REGISTER  
MARIANNE L. DONOHUE



COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, SS.

June 18 2008

Before me, the undersigned notary public, personally appeared, Charles W. Bowles, Managing Partner of Northeast Enterprises Realty Partnership, proved to me through satisfactory evidence of identification, which was my personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

*Darlene M. Omasta*  
Darlene M Omasta, Notary Public  
My commission expires: 2/6/2009



ATTEST: HAMPSHIRE, *Marianne L. Donohue*, REGISTER  
MARIANNE L. DONOHUE

RETURN TO  
Lorraine & Associates  
64 South Street  
Boston, MA 02111





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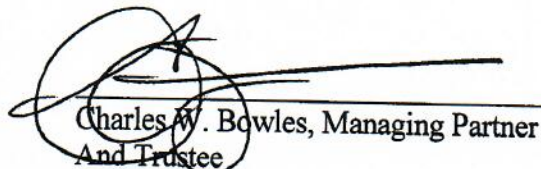
*First Amendment of  
Bylaws of the Lyman Road Condominium Trust*

I, CHARLES W. BOWLES, Managing Partner of NORTHEAST ENTERPRISES REALTY PARTNERSHIP, the Sole Trustee of the Lyman Road Condominium Trust hereby amend the By-Laws of Lyman Road Condominium Trust by deleting the words "with an adult weight under thirty-five (35) pounds" from the first sentence of Section 23 of The Bylaws of Lyman Road Condominium Trust dated June 27, 2007 and recorded in the Hampshire Registry of Deeds in **Book 9178, Page 289.**

EXECUTED as a sealed instrument on this 27 day of May 2009.

NORTHEAST ENTERPRISES  
REALTY PARTNERSHIP

  
Witness

  
Charles W. Bowles, Managing Partner  
And Trustee