

**Ridge Crest
Condominium Trust
Declaration of Trust**

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RIDGE CREST CONDOMINIUM TRUST

THIS DECLARATION OF TRUST made this 11th day of Sept., 2000, by Robert J. Meisterman, of S. Easton, Bristol County, Massachusetts, (hereinafter the "Trustee" or "Trustees", which term and any pronoun referring thereto shall be deemed to include any successors in trust hereunder and to mean the trustees for the time being hereunder wherever the context so permits).

ARTICLE I - Name of Trust

The Trust created hereby shall be known as:
RIDGE CREST CONDOMINIUM TRUST.

ARTICLE II - The Trust and Its Purposes

2.1 General Purposes. This Trust is created as the organization of unit owners (hereinafter the "Owners" or "Unit Owners") as required by the provisions of Chapter 183A, as amended, of the Massachusetts General Laws (hereinafter "Chapter 183A") for the purpose of managing RIDGE CREST CONDOMINIUM, a condominium ("Condominium") established by the Master Deed (hereinafter "Master Deed") executed by SAFEWAY DEVELOPMENT CORP. (hereinafter the "Declarant"), which term shall also include all persons or entities which may succeed to the Declarant's position as developer of the Condominium 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.

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 Unit Owners are beneficiaries and not partners or associates between or 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, exclusive of the common areas and facilities, and to receive and/or distribute the income and/or principal thereof for the benefit of the Owners from time to time of the Units of the Condominium. The beneficial

interest of each Unit Owner is set forth in Exhibit B of the Master Deed, which interest is equal to the percentage undivided interest of each Owner's Unit in the Common Areas and Facilities of the Condominium, as said Master Deed may be amended from time to time.

ARTICLE III - The Trustees

3.1 Number of Trustees; Term of Office; Vacancies. There shall be at all times no less than three Trustees nor more than seven, such number to be determined from time to time by vote of Unit Owners holding a majority of the beneficial interest represented in person or by proxy at a duly called annual or special meeting of Unit Owners at which a quorum is present; provided, however, that until the "takeover event", as hereinafter defined, the number of Trustees shall be any number of persons as designated by the Declarant, and may consist of as little as one Trustee. Upon the occurrence of the "takeover event", which shall be no later than the earlier of the following events: (a) four (4) months after seventy-five percent (75%) of the total Units included in all Phases have been conveyed to unit purchasers or (b) five (5) years following conveyance of the first unit within the Condominium, the term of office of the original Trustees or their successors designated by the Declarant, shall be deemed vacant so as to permit such vacancies to be filled in the manner hereinafter set forth. Until such vacancies have been filled, or until the expiration of a period of thirty (30) days after the occurrence of the takeover event, whichever shall first occur, the Trustees may continue to act hereunder. The term of office of the Trustees elected or appointed to fill the vacancies of the original Trustees or the successors to the original Trustees designated by the Declarant shall be for the period until the annual meeting of the Unit Owners immediately succeeding their election or appointment and until their successors have been elected or appointed and qualified. Thereafter, the term of office of the Trustees shall be for a period of two (2) years and until their successors have been elected or appointed and qualified.

3.2 Election of Trustees. The Trustees shall be elected by a vote of Unit Owners holding not less than fifty-one percent (51%) of the beneficial interest hereunder, which vote shall be cast at any annual or special meeting of the Unit 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 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 Unit Owners and have filed their written acceptance of election with the Secretary. In this Trust, the meaning of "Registry of Deeds" shall be limited to that Registry district in which the Condominium land is located.

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3.3 Vacancies. Except in the case of the original Trustees hereunder or any successor Trustee or Trustees as designated by the Declarant, if and whenever the number of Trustees shall become less than the number of Trustees last determined as aforesaid, a vacancy or vacancies in said office shall be deemed to exist. Each such vacancy shall be filled by the appointment of a successor who shall be designated by Unit Owners holding a majority of the beneficial interest represented in person or by proxy at a duly called annual or special meeting of Unit Owners at which a quorum is present; if such successor shall not be so designated within thirty (30) days after the vacancy occurs, then the remaining Trustees or Trustee shall make such appointment. Each appointment to fill a vacancy, other than by court proceeding as hereinafter provided, shall become effective upon recording with the Registry of Deeds of an instrument in writing signed by such successor and by a majority of the Trustees and acknowledged by such successor and by at least one of said Trustees. Any appointment by such court proceeding shall become effective upon recording with said Registry of Deeds, of a certified copy of such decree and of the acceptance of such appointment subscribed and sworn to by the successor so appointed. If for any reason any successor shall not be so designated within sixty (60) days after the vacancy in office occurs, 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 upon notice to all Unit Owners and Trustees and to such others as the court may direct. Notwithstanding the foregoing provisions of this Section, the remaining or surviving Trustees shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees and any person appointed as a successor Trustee as hereinbefore provided shall be vested with the title to the trust property jointly with the remaining or surviving Trustee or Trustees without the necessity of any act or 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, and a quorum shall consist of a majority of the Trustees. The Trustees, may also act without a meeting if a written consent is signed by at least two-thirds (2/3) of the Trustees then in office.

3.5 Bond by Trustees. Any Trustee elected or appointed as hereinbefore provided, 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 5.6.1(f). All expenses incident to any such bond shall be charged as a common expense of the Condominium.

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 Registry of Deeds. After reasonable notice and an opportunity to be heard, a Trustee may be removed from office with or without cause relating to the performance (or the non-performance), as the case may be, of his or her duties as a Trustee by vote of Unit Owners holding at least fifty-one percent (51%) of the beneficial interest hereunder, which vote shall be cast at any annual or special meeting of the Unit 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 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 Unit Owners were cast for the removal.

3.7 Compensation of Trustees. No Trustees 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 or her out-of-pocket expenditures associated with Trust business.

3.8 No Liability If In Good Faith. No Trustee shall be personally liable or accountable out of her or 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 of judgment, mistakes of fact or law, the existence of any personal or adverse interest, or by reason of anything except her or his own willful malfeasance and default.

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

3.10 Indemnity. The Trustees and each of them shall be entitled to indemnity both out of the trust property and by the Unit Owners against any liability incurred by them or any of them in the execution hereof, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties, and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for his

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, all as provided in Section 6 and 13 of Chapter 183A. Nothing contained in this paragraph shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument.

ARTICLE IV - Beneficiaries and Beneficial Interest

4.1 Percentage Interest. The beneficiaries shall be the Unit Owners of the Condominium from time to time. The beneficial interest in the trust hereunder shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium as set forth in Exhibit B of the Master Deed or as said Exhibit B may be amended pursuant to paragraph 16 of the Master Deed.

4.2 Persons to Vote as Unit Owners. The beneficial interest of each Unit of the Condominium shall be held as a unit and shall not be divided among the 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 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 Unit hereunder, and it may be conclusively presumed that any Unit Owner attending any meeting has obtained such authorization unless an objection has been filed with the Trustees prior to or at such meeting.

4.3 Voting Power of the Unit Owners. Each Unit Owner, including the Declarant, shall have voting power in the affairs of the Condominium equal to the percentage of undivided beneficial interest appertaining to his Unit as set forth in Exhibit B of the Master Deed or as amended under paragraph 16 of the Master Deed.

ARTICLE V - By-Laws

The provisions of this ARTICLE V shall constitute the By-Laws (the "By-Laws") of this Trust and the organization of Unit Owners established hereby.

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 the Condominium (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 Unit Owner or Trustee in any capacity whatsoever.

5.1.2 To establish, levy and assess, and collect general and special assessments for common expenses referred to in Section 5.5 hereof. The Trustees shall have the duty to take such action as they may deem reasonably required under the circumstances to collect from Unit Owners who fail to pay such assessments within thirty (30) days of the due date or within such shorter period of time as may be determined by the Trustees, including without thereby limiting the generality of the foregoing, the commencement of legal action. Assessments for common expenses shall commence for each phase upon conveyance of the first Unit in said phase.

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 Units.

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 "Condominium Rules") governing the use of the Condominium and the personal conduct of the Unit 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 Unit Owners at the annual meeting of the Unit Owners.

5.1.8 To purchase, or otherwise acquire title to or an interest in, sell, and otherwise maintain, manage, hold, use, and encumber and dispose of any property, real or personal, tangible or intangible, in the course of their administration and management of the Condominium; provided that, except in the event of condemnation or substantial loss to the Units and/or the Common Areas and Facilities subject to the provisions of Sections 5.7.5 and/or 5.7.1 (b) hereof, the Trustees may not by act or 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, without the prior authorization of Unit Owners holding at least seventy-five percent (75%) of the total voting power of the Unit Owners hereunder.

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 for mortgagees of the Units and to prepare periodic financial reports and accountings as may be reasonably required by the Unit Owners.

5.1.10 To purchase in its own name or the name of a nominee one or more Units in the Condominium at any public or private sale upon such terms and conditions as the Trustees may deem desirable, provided that the Trustees obtain the prior authorization of the Unit Owners for any such purchase pursuant to Section 5.26 hereof; and to sell, lease, mortgage and otherwise maintain, manage, hold, encumber and dispose of such Units, 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 Unit Owners personally.

5.1.12 To establish committees from among the Unit 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 or over the Common Areas and Facilities and to enter into such agreements and undertakings as shall be necessary therefor, and to grant the same rights to any owner of contiguous land, provided that such grants do not materially adversely interfere with the intended use of the Units.

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, acting as a Design Review Committee, establish, pursuant to Section 5.10 hereof, review and approve (a) certain modifications to the Building(s) as referred

to in the Master Deed; (b) the modification, removal and installation by the Unit Owner of certain interior walls within their Unit; or (c) any other construction, modification or decoration activities with respect to a Unit, which involve or impact the Common Areas or Facilities and/or over which the Trustees may specifically have review and approval authority under the provisions of the Master Deed and this Condominium Trust.

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.

5.1.17 To take such steps, including the expenditure of funds, to protect and preserve the Common Areas and Facilities of the Condominium.

Notwithstanding any provisions of this Trust and By-Laws to the contrary, the Trustees may not delegate to any manager or managing agent for the Condominium 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 or special assessments.
- (c) The power to adopt, revise, modify and rescind the Condominium rules and regulations.
- (d) The powers and duties described in Sections 5.1.9, 5.1.10, 5.1.11, 5.1.12, 5.1.13, 5.1.14, and 5.1.15 above.

5.2 Reserves and Working Capital. The Trustees shall be required to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas which the Trust is obligated to maintain. The fund shall be maintained out of regular assessments for common expenses, but shall be deposited in an account separate and segregated from operating funds.

Additionally, a working capital fund shall be established equal to at least two (2) months estimated common area charge for each Unit. Each Unit's share of the working capital fund must be collected and transferred to the Trust at the time of closing of the sale of each Unit and maintained in a segregated account for the use and the benefit of the Trust. Amounts paid into the working capital fund shall not be considered as advance payment of regular assessments. 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. While the Declarant is in control of the owner's association, the working capital funds can not be used to defray Declarant's expenses, reserve contributions, or construction costs, or to make up any budget deficits.

The contribution to the working capital fund for each unsold unit estate shall be paid to the trustees at the time when control of the project is transferred to the owners' association, which funds, if paid by Declarant, may be reimbursed from the funds collected at closing when unsold Units are sold.

5.3 Maintenance and Repair of Units.

5.3.1 Each Unit Owner shall be responsible for the proper maintenance, repair and replacement of his Unit and the maintenance, repair and replacement of utility fixtures serving the same which are not part of the Common Areas and Facilities, including, without limitation: interior walls, ceiling and floors; windows and window frame, including screens and storm windows, if any; window trim; doors; door frames and door trim; plumbing and sanitary waste fixtures and fixtures for water and other utilities; electrical fixtures and outlets; air conditioning equipment, if any; and all wires, pipes, drains and conduits for water, electrical power and light, telephone and other utility services which are contained in and serve such Unit solely. Each Unit Owner shall be responsible for all damages for maintenance, repair and/or replacement obligations hereunder.

5.3.2 If the Trustees shall, at any time in their reasonable judgment, determine that a Unit is in such need of maintenance or repair that the market value of one or more other Units is being adversely affected or that the condition of a Unit or any fixtures, furnishing, facility or equipment therein is hazardous to any Unit or the occupants thereof, the Trustees shall, in writing, request the Unit Owner to perform the needed maintenance, repair or replacement or to correct the hazardous condition, and, in case such work shall not have been commenced within fifteen (15) days (or such reasonable shorter period in case of emergency as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of such Unit Owner whose Unit is in need of work and to enter upon and have access to such Unit for such purpose; and the cost of such work as is reasonably necessary therefor shall constitute a lien upon such Unit and the Unit Owner thereof shall be personally liable therefor.

5.4 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 the Condominium, subject to the provisions of Section 5.7 hereof with

respect to repairs.

5.5 Common Expenses, Profits and Funds. The Unit Owners shall be liable for common expenses and entitled to common profits of the Condominium in proportion to their respective percentage of beneficial interest as set forth in Exhibit B of the Master Deed, provided, however, that each Unit Owner shall be solely responsible to any utility companies for the cost of utility services billed or assessed in connection with the furnishing of utilities to her or his Unit which are separately metered. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions.

5.5.1 At least thirty (30) days prior to the commencement of each fiscal year of this trust (and within thirty (30) days after the recording hereof with respect to the portion of a fiscal year then remaining), the Trustees shall estimate the common expenses expected to be incurred during such fiscal year together with a reasonable provision for contingencies and reserves, and, after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessments according to their respective percentages of the undivided interest in the Common Areas and Facilities (as set forth in said Exhibit B), and such statements shall be due and payable in one-twelfth (1/12) installments on the first day of each month. If a Unit Owner is in default in the payment of an assessment for a period of more than sixty (60) days, the Trustees may accelerate any remaining installments of the assessment for the fiscal year. In the event that the Trustees determine during a fiscal year that the assessment so made is less than the common expenses actually incurred, or, in the reasonable opinion of the Trustees, likely to be incurred, they shall make a supplemental assessment or assessments and render statements for such assessments in the same manner as is done for annual assessments. The amount of each such payment, together with interest thereon, shall if not paid when due, accrue at the rate of eighteen percent (18%) per annum or such lesser rate of interest as shall then be the maximum rate permitted by law, and shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to the provisions of Section 6 of Chapter 183A. Failure of the Association to formally adopt a new budget shall be deemed a re-adoption of the previous year's budget.

5.5.2 Each Unit Owner shall be personally liable for those common expenses assessed against his or her Unit which are due and payable during her or his period of ownership. No Unit Owner shall be liable for the payment of any part of the common expenses assessed against his or her Unit which become due and payable subsequent to a sale, transfer or other conveyance of such Unit. Any Unit Owner may, subject to the terms and conditions specified in these By-Laws, provided that her or his Unit is free and clear of liens and encumbrances other than the