

#241666

HARBORSIDE CONDOMINIUM TRUST
FIRST AMENDMENT TO
DECLARATION OF TRUST

Reference is made to a certain Declaration of Trust dated October 13, 1983 by Edward T. Moore and J. Alan Chew, Trustees of Harborside Realty Trust under a Declaration of Trust establishing the Harborside Condominium Trust which said Harborside Condominium Trust is filed with the Land Registration Office for the Southern Registry District of Essex County as Document No. 191063 (the "Condominium Trust").

Acting pursuant to the provisions of Article XII of the Condominium Trust, the undersigned being all the Condominium Trustees now in office of the Condominium Trust and being the Unit Owners entitled to one hundred percent (100%) of the beneficial interest in the Condominium Trust, hereby amend the Condominium Trust by substituting therefor the "Harborside Condominium Trust Amended Declaration of Trust" attached hereto as Exhibit A, and herein incorporated by reference.

EXECUTED as a sealed instrument this 22nd day of December , 1988 .

UNIT OWNERS

CONDOMINIUM TRUST:

Harborside Realty Trust
By: Edward T. Moore
Edward T. Moore, Trustee

By: J. Alan Chew, Jr.
J. Alan Chew, Trustee

Douglass Four Realty Trust
(Unit D-4)
By: Edward T. Moore
Edward T. Moore, Trustee

Douglass Five Realty Trust
(Unit D-5)
Edward T. Moore
Edward T. Moore, Trustee

Harborside Condominium Trust
By: Edward T. Moore
Edward T. Moore, Trustee

By: J. Alan Chew, Jr.
J. Alan Chew, Trustee

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

Dec 22, 1988

Then personally appeared the above-named Edward T. Moore, Trustee of Harborside Realty Trust, as aforesaid and acknowledged the foregoing instrument to be his free act and deed, as such Trustee, before me,

Linda D. Davis
Notary Public
My commission expires: 11-7-91

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

Dec 22, 1988

Then personally appeared the above-named J. Alan Chew, Trustee of Harborside Realty Trust, as aforesaid and acknowledged the foregoing instrument to be his free act and deed, as such Trustee, before me,

Linda D. Davis
Notary Public
My commission expires: 11-7-91

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

Dec 22, 1988

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Linda D. Davis
Notary Public
My commission expires: 11-7-91

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

Dec 22, 1988

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Linda D. Davis
Notary Public
My commission expires: 11-7-91

COMMONWEALTH OF MASSACHUSETTS

Assen, ss.

Dec 22, 1988

Then personally appeared the above-named Edward T. Moore, Trustee of
Douglass Five Realty Trust, as aforesaid and acknowledged the foregoing
instrument to be his free act and deed, as such Trustee, before me,

Linda D. Davis

Notary Public

My commission expires: 11-7-91

COMMONWEALTH OF MASSACHUSETTS

Assen, ss.

Dec 22, 1988

Then personally appeared the above-named Edward T. Moore, Trustee of
Douglass Four Realty Trust, as aforesaid and acknowledged the foregoing
instrument to be his free act and deed, as such Trustee, before me,

Linda D. Davis

Notary Public

My commission expires: 11-7-91

EXHIBIT A
HARBORSIDE CONDOMINIUM TRUST
DECLARATION OF TRUST

DECLARATION OF TRUST of the Harborside Condominium Trust made as of this 22nd day of Decer, 198 by Edward T. Moore and J. Alan Chew, Trustees of Harborside Realty Trust under a Declaration of Trust dated September 20, 1977 filed with the Land Registration Office for the Southern Registry District of Essex County as Document No. 162927.

ARTICLE I

It is hereby agreed and declared that all real and personal property of every kind and character, together with any income or proceeds therefrom (the foregoing being hereinafter called the Trust Property) which the Trustees as Trustees hereunder have heretofore acquired or may at any time hereafter acquire, shall be held by them in Trust for the benefit of the Owners of the Units of Harborside Condominium (hereinafter called Unit Owners), a Condominium in Marblehead, Massachusetts (the "Condominium") located on land described in the Master Deed establishing said Condominium filed with said Land Registration Office as Document No. 191062, as amended of record. The Trust property shall be held in Trust through the powers set forth in this instrument and the authorized By-Laws and Rules and Regulations adopted pursuant hereto, as amended from time to time, subject to the conditions, restrictions and reservations placed thereon by this Declaration of Trust (the "Trust" or the "Condominium Trust"), its said By-Laws, Rules and Regulations, and Massachusetts General Laws, Chapter 183A, as the same may be from time to time amended.

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

Dec 22, 1988

Then personally appeared the above-named Edward T. Moore, Trustee of Harborside Realty Trust, as aforesaid and acknowledged the foregoing instrument to be his free act and deed, as such Trustee, before me,

Linda D. Davis
Notary Public
My commission expires: 11-7-91

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

Dec 22, 1988

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Linda D. Davis
Notary Public
My commission expires: 11-7-91

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

Dec 22, 1988

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Linda D. Davis
Notary Public
My commission expires: 11-7-91

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Essex, ss.

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Linda D. Davis
Notary Public
My commission expires: 11-7-91

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Essex, ss.

Dec 22, 1988

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Douglass Four Realty Trust, as aforesaid and acknowledged the foregoing
instrument to be his free act and deed, as such Trustee, before me,

Linda D. Davis
Notary Public
My commission expires: 11-7-91

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

Dec 22, 1988

Then personally appeared the above-named Edward T. Moore, Trustee of
Douglass Five Realty Trust, as aforesaid and acknowledged the foregoing
instrument to be his free act and deed, as such Trustee, before me,

Linda D. Davis
Notary Public
My commission expires: 11-7-91

ARTICLE II

This Trust is created under said Chapter 183A as the organization of Unit Owners owning dwelling Units in said Condominium, and the Owner of each Unit shall, immediately upon his acquisition of such Unit, become a beneficiary hereof. Immediately upon the transfer of a Unit, the transferor shall cease to be such beneficiary. No one except a Unit Owner shall be a beneficiary hereunder. All acts of the Trustees hereunder may be done under the name of Harborside Condominium Trust.

The Trustees shall hold the Trust property in accordance herewith for the benefit of the Owners of the constituent Units, their respective personal representatives, successors or assigns. Said Owners from time to time, being the Beneficiaries hereof, are entitled, for each Unit, as shown on the plans recorded with said Master Deed, to an undivided proportionate interest in the Trust property as specified in said Master Deed, as defined therein.

The principal place of business of this Trust shall be 74 Atlantic Avenue, Seaside Office Building, Marblehead, MA 01945 or such other place as the Trustees may from time to time select.

ARTICLE III

This Trust is organized for the purpose of maintaining, managing, regulating and preserving said Condominium, which is created under said Chapter 183A as amended. It shall be the duty of the Trustees to act on behalf of the Owners of Units in said Condominium, and they shall manage and regulate the Condominium and its property and perform all services, duties, responsibilities and functions required or permitted by said Chapter 183A and this Trust.

In addition to all of the powers of the Trustees set forth in said Chapter 183A, and subject thereto but without limiting the generality of any grants of power herein contained, the Trustees shall have the following specific powers: to deposit, invest or otherwise deal with moneys forming a part of the Trust estate; to improve any part of the Trust real estate or the community property and common facilities; to repair, repaint or restore the exterior of all Units; to collect, sue for, receive all sums of money due the Trustees, and to settle and compromise any claims at any time made against the Trust or existing between the Trust and any of the Unit Owners; and with the approval of Sixty-Seven (67%) Per Cent in interest of the Unit Owners, to borrow money, and in connection therewith to execute notes and mortgages or other instruments securing the same.

ARTICLE IV

The Trustees shall at all times act in the service of the Condominium so as to promote and preserve the purposes for which it was formed, to wit: to provide and insure dignified, peaceful and harmonious accommodations and common areas and facilities to be used for the benefit of the Unit Owners, their families, lessees, tenants and other invitees and licensees, guests, and their successors in interest or assigns.

ARTICLE V

Until 120 days after Seventy-Five (75%) Per Cent of the Condominium Units shall have been conveyed to Unit Owners by the Declarant, or Declarant's successors or assigns, or until five (5) years shall have elapsed from the date of conveyance of the first Unit (whichever shall first occur) there shall be two Trustees hereunder, the ("Original

Trustees") who shall be:

Edward T. Moore

16 Redstone Lane, Marblehead, MA 01945

J. Alan Chew

24 Adams Road, Marblehead, MA 01945

Upon the death, resignation or inability to act of either of said Original Trustees, his successor shall be as the remaining Original Trustee shall from time to time designate in a writing filed with the Trust.

Upon the expiration of 120 days after Seventy-Five (75%) Per Cent of the Condominium Units shall have been conveyed or upon the expiration of five (5) years from the date of conveyance of the first Unit (whichever shall first occur), there shall, at a meeting duly called for that purpose in accordance with the By-Laws be three (3) successor Trustees elected by and from the Unit Owners.

The terms of office of the successor Trustees shall be two (2) years, except that at the first election of successor Trustees the two Trustees elected with the greatest number of votes shall serve for a term of two (2) years, and the Trustees elected with the lesser number of votes shall each serve a term of one (1) year. Succeeding Trustees shall be elected annually to fill the vacancy created by the expiration of any of the successor Trustees' terms of office. Succeeding Trustees shall be elected in accordance with the By-Laws at a meeting of the Unit Owners called for that purpose.

ARTICLE VI

The Trustees have adopted By-Laws governing the management and regulation of the Condominium, containing provisions for amendment thereof. Such By-Laws and any amendments thereto are and shall become part of this Trust and shall be binding upon Trustees and individual Unit Owners. Such By-Laws and Rules and Regulations adopted pursuant thereto, are attached hereto as Exhibits A and B.

ARTICLE VII

Except as otherwise specifically provided herein or in the By-Laws as amended, the Trustees shall have full control over the Common Areas and Facilities of the Condominium as such areas and facilities are defined in the Master Deed and in said Chapter 183A, Section 1, as from time to time amended, and all other such rights, powers and obligations enumerated in said Chapter 183A, as from time to time amended, necessary to the proper management and regulation of the Condominium.

ARTICLE VIII

The Trustees shall have the power to employ, elect and remove from office any attorneys, officers, managers, and other agents and servants. A Trustee may be so employed, elected or appointed, but his removal from such office shall not be removal of him as a Trustee. Such officers, attorneys, managers, agents or servants shall have such duties and powers as shall be from time to time designated by the Trustees. No Trustee shall be liable for the act or neglect of any agent, officer, manager, attorney, or other person so appointed, employed or designated unless such act is also a willful breach on the part of the Trustee.

The Trustees shall keep accurate books of account and a complete copy of the By-Laws including any amendments thereto, and shall fully comply with the provisions of Massachusetts General Laws, Chapter 183A, Section 10 (d) as from time to time amended, with respect to reports and records.

The Trustee(s) shall make available to Unit Owners and lenders and to holders, insurers or guarantors of any first mortgage, current copies of the Master Deed, Condominium Trust, By-Laws, Rules and Regulations covering the project and the books, records and financial statements of the Trust. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

ARTICLE IX

Any Trustee may by written instrument, signed, acknowledged and delivered to the other Trustee(s) and recorded with the Essex South District Registry of Deeds resign from his office. Any vacancy in the number of Trustees may be filled temporarily by the remaining Trustees or Trustee by a written instrument signed and acknowledged and so recorded. The Trustee(s) so appointed (the "Acting Trustee[s]" hereinafter) shall have all the powers and duties of his predecessor. The Acting Trustee for the time being, whether surviving or remaining, shall have all the powers of the Trustee so replaced and shall serve until the next annual meeting, unless replaced, and shall serve until the next annual meeting, unless replaced by a Trustee elected by a written instrument, executed by at least Sixty-Seven (67%) Per Cent in interest of the Unit Owner Beneficiaries hereof. Upon the resignation, decease, incapacity or removal of any Trustee, the title of the outgoing Trustee shall vest in

the remaining Trustee or Trustees, and upon the filling of any vacancy, the title to the whole Trust property shall vest jointly in those who shall then be Trustees hereunder. The remaining Trustees shall promptly notify all Unit Owners of any vacancy in the office of the Trustees. Every acting or successor Trustee shall execute an instrument of acceptance of such office, in recordable form, and such instrument shall forthwith be recorded and appropriately indexed in Essex South District Registry of Deeds. Trustees shall be liable only for willful breach of Trust, and no Trustee shall be liable as such Trustee except for his or her own acts.

Except as otherwise provided herein or in the By-Laws, neither the Trustees nor their agents nor employees shall have the power to bind the Unit Owners personally, and all Unit Owners, and all persons or corporations or other entities extending credit to, contracting with or having any claim against the Trustees or the Trust property shall look only to the funds and property of the Trust for payment of such obligations or claims, so that neither the Trustees nor the Beneficiaries shall be personally liable therefor, except as specifically provided in this instrument and in Section 13 of said Chapter 183A as from time to time amended, and in the By-Laws.

In every note or contract of the Trust, it shall be the duty of the Trustees or other officers or agents expressly to stipulate that neither the Trustees nor any officer or agent nor the Unit Owners shall be held to any personal liability under or by reason thereof.

ARTICLE X

The Trustees shall not be entitled to compensation for their services but shall be reimbursed for all reasonable and proper out-of-pocket expenses incurred for the benefit of the Condominium.

ARTICLE XI

The Trustees shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas and Facilities which the Trustees may be obligated to maintain. The fund shall be maintained out of regular assessments for common expenses.

Additionally, a working capital fund shall be established for the initial months of the project operation equal to at least a two months' estimated common area charge for each Unit. Each Unit's share of the working capital fund shall be collected and transferred to the Trustees at the time of closing of the sale of each Unit and maintained in a segregated account for the use and benefit of the Trust. The contribution to the working capital fund for each unsold Unit shall be paid to the Trust within 60 days after the date of conveyance of the first Unit. The purpose of the fund is to insure that the Trustees will have 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 shall not be considered as advance payment of regular assessments.

ARTICLE XII

The Trustees may from time to time alter or amend this Declaration of Trust in any respect by written instrument signed and acknowledged by the Trustees and assented to by at least Sixty-Seven (67%) Per Cent in interest of the Unit Owners, except that the undivided proportionate interest in the Trust property of any unit Owner shall not be changed without his written consent. No such amendment shall affect any person, other than the Trustees or Unit Owners, not having actual notice thereof, until filed with said Land Registration Office.

The Trustees reserve the right and power to make, execute and record special amendment(s) ("Special Amendment[s]") to this Trust at any time and from time to time which amends the Trust or its By-Laws, Rules and Regulations:

- (a) to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, 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 mortgages covering Unit ownerships;
- (c) to bring this Trust and its By-Laws, Rules and Regulations into compliance with said Chapter 183A; or

- (d) to correct clerical or typographical errors in the Trust or any exhibit hereto or any supplement or amendment thereto.

ARTICLE XIII

Any Trustee, beneficiary, officer or agent of this Trust, or any firm, trust, corporation, concern or estate in which he is interested as a member, trustee, director, officer, beneficiary, shareholder, agent, fiduciary, or otherwise, may sell to, buy from, contract with, and otherwise deal with the Trust as freely and effectually as though no interest or fiduciary relationship existed, and the Trustees hereunder shall have power to exercise or concur in exercising all powers and discretion given to them hereunder or by law, notwithstanding that they, or any of them, may have a direct or indirect interest, personally or otherwise, in the mode, result, or effect of exercising such powers or discretion.

ARTICLE XIV

Any Trustee other than the Original Trustee(s) may be removed from office by a vote of Seventy-Five (75%) Per Cent in interest of the Unit Owners at a meeting duly called for such purpose on not less than seven (7) days' written notice to all Unit Owners. A successor Trustee shall be chosen in the manner provided for above.

ARTICLE XV

The Unit Owners shall be responsible for the proper maintenance and repair of the interior of their respective Units. If a majority of the Trustees shall at any time in their reasonable judgment determine that the interior of a Unit, including, without limitation, mains and pipes for heat, water and gas, drains and electrical conduits, is in such

need of maintenance, painting or repair that the market value of an adjacent Unit or Units is being adversely affected, or that the condition of a Unit or any fixtures, furnishing, facility or equipment thereof is hazardous or offensive to any Unit or the occupants thereof, the Trustees shall in writing request the Unit Owner to perform the needed maintenance, painting or repair or otherwise to correct the hazardous or offensive 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 brought to diligent completion, the Trustees shall be entitled to have access to the Unit and to have the work performed for the account of such Unit Owner whose Unit is in need of work, and the cost thereof shall constitute a lien upon such Unit, and such Unit Owner shall be personally liable therefor; provided that the lien created by this Paragraph shall be subordinate to mortgages of record.

The Trustees shall be responsible for the proper maintenance and repair of the exterior of all of the Units and shall have the sole power to repair, repaint and redecorate the exterior of the building(s) at such time and in such manner as they shall determine to be proper and expedient, to the end that the exterior of the building(s) shall be maintained in a clean and orderly condition and be of a consistent and harmonious appearance, but this provision shall not relieve any Unit Owner of or from liability to reimburse the Trustees for the cost of any repair or replacement made necessary by his actions or those of his agents or invitees. No Unit Owner shall take any action with relation to the exterior, including roofs, gutters and conductors, without the prior consent of the Trustees.

ARTICLE XVI

This Trust may be terminated by a vote of Seventy-Five (75%) Per Cent in interest of the Unit Owners at a meeting duly called for such purpose on not less than seven (7) days written notice to all Unit Owners with the written consent of the holders of One Hundred (100%) Per Cent of the first mortgages (based upon one vote for each first mortgage owned) upon recording of a certificate of such action and of such consents.

Upon termination, the Trustees may, if necessary, manage, deal with, sell and dispose of the Trust property, including the good will, in such manner as they deem advisable, with power to receive as part or full consideration for any such sale, assignment or transfer, the securities or obligations of any other partnership, association, trust or corporation, and with power to distribute in such manner as they shall deem equitable the Trust property, or the proceeds thereof, in kind or in cash, or partly in kind and partly in cash, to and among the Unit Owners in accordance with their respective rights as defined in this instrument and any amendment thereof. As a condition to any distribution to Unit Owners, the Trustees may require such indemnity or releases as they may deem necessary for their protection, and may before distribution withhold or deduct such sums as they deem necessary to pay and discharge all debts, liabilities and obligations of the Trust. Unless sooner terminated as herein provided, this Trust shall terminate only upon the removal of the Condominium from the provisions of said Chapter 183A, as from time to time amended, in accordance with the procedures therein set forth.

ARTICLE XVII

A certificate signed by any person(s) appearing of record to be Trustee(s) of this Trust and filed with said Land Registration Office as to any fact or facts germane to or with relation to the Trust, including the names of the then Trustees, and of the Beneficiaries shall be binding and conclusive as to all persons dealing with the Trust in reliance thereon.

ARTICLE XVIII

The terms "Trustee" and "Trustees" and the pronouns referring thereto when used therein shall be deemed to include the plural and the singular, respectively, of those terms.

ARTICLE XIX

This instrument shall at all times be governed and construed in accordance with the Laws of the Commonwealth of Massachusetts.

EXECUTED as a sealed instrument on the day and year first above written.

HARBORSIDE REALTY TRUST

By: _____
Edward T. Moore, Trustee

By: _____
J. Alan Chew, Trustee

COMMONWEALTH OF MASSACHUSETTS

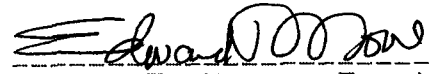
Essex, ss. _____, 198

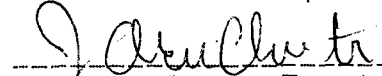
Then personally appeared the above-named Edward T. Moore, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed as such Trustee, before me,

Notary Public
My commission expires:

ACCEPTANCE

The undersigned in token of their acceptance of the foregoing Trusts, hereunto set their hands and seals the day and year first above written.


Edward T. Moore, Trustee

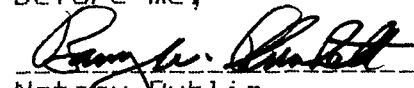

J. Alan Chew, Trustee

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

December 22, 1988

Then personally appeared the above-named Edward T. Moore, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed as such Trustee, before me,


Notary Public
My commission expires: **BARRY W. PLUNKETT**

NOTARY PUBLIC

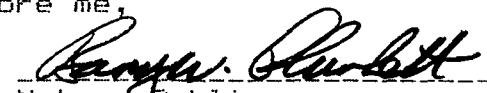
COMMONWEALTH OF MASSACHUSETTS

My Commission expires October 8,

Essex, ss.

December 22, 1988

Then personally appeared the above-named J. Alan Chew, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed as such Trustee, before me,


Notary Public
My commission expires:

BARRY W. PLUNKETT
NOTARY PUBLIC
My Commission expires October 8, 1993

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

, 198

Then personally appeared the above-named J. Alan Chew, Trustee
as aforesaid, and acknowledged the foregoing instrument to be his
free act and deed as such Trustee, before me,

Notary Public

My commission expires:

HARBORSIDE CONDOMINIUM

BY-LAWS

ARTICLE I

NAME AND LOCATION OF COMMON SEAL

Section 1. Name: The Name of this organization of Unit Owners is Harborside Condominium Trust (hereinafter called the "Condominium Trust" or the "TRUST"). The term "Unit Owner" as used in these By-Laws refers to the person or persons owning a Unit in Harborside Condominium, (the "Condominium") but shall not include a mortgagee or other encumbrancer unless in possession of the Unit, or holding title thereto after foreclosure.

Section 2. Location: The principal office of the TRUST shall be located at 74 Atlantic Avenue, Seaside Office Building, Marblehead, MA 01945.

Section 3. Common Seal: The Trustees hereinafter referred to may adopt a common seal.

Section 4. Powers: The Trust shall have and may exercise all the powers contained in or referred to in sub-paragraph (b), Section 10 of Chapter 183A of the General Laws of Massachusetts, as from time to time amended, any powers properly incidental thereto, and those set forth in the TRUST. Such powers shall be exercised through the Trustees, officers and agents hereinafter provided for.

ARTICLE II

MEETINGS OF THE CONDOMINIUM UNIT OWNERS

Section 1. Place: All meetings of the Condominium Unit Owners shall be held at the principal office of the TRUST or at such other place in Massachusetts as may be named in the call.

The first annual meeting of Unit Owners of the TRUST shall be held on the first Wednesday of November, 1988 for the purpose of transacting such business as may legally come before it. Thereafter, a meeting of the Unit Owners shall be held on the first Wednesday of November each year if a full business day, or if not a full business day, then on the next succeeding business day, for the purpose of electing a Trustee or Trustees to fill any vacancy then existing or occurring and for such other purpose as may be specified in the call. If in any such year, the annual meeting is not held on said date, a special meeting may be called as herein specified and be held in lieu thereof, and any elections held or business transacted at such special meeting shall have the same effect as if the same had occurred on the regular date for such annual meeting.

Section 2. Special Meetings Special Meetings of the Unit Owners may be called at any time by a majority vote of the Trustees and shall be called by the Trustees upon written application of at least fifty (50%) Per Cent of the Unit Owners stating the time, place and purpose of the meeting and giving notice to each Unit Owner in the manner set forth in Section 4.

Section 3. Notice: A written notice or printed notice stating the place, day and hour thereof shall be given by the Trustees at least seven (7) days before the meeting to each Unit Owner entitled to vote thereat by leaving such notice with him or at his residence or usual place of business or by mailing it postage prepaid addressed to him at his address as it appears upon the books of the Trust. In the event of any form of multiple ownership, notice to or waiver by any one of the multiple owners shall be sufficient. Notices of all meetings of Unit Owners shall state the purpose for which the meeting is called.

No notice of the time, place or purpose of any special meeting of the TRUST shall be required if every Unit Owner entitled to notice thereof or his attorney thereunto authorized, by a writing which is filed with the records of the meeting, waives such notice either before or after the meeting.

Section 4. Quorum: At any meeting of the Unit Owners, Fifty (50%) Per Cent in interest, as set forth in the TRUST and MASTER DEED, present in person or represented by proxy shall constitute a quorum for the transaction of any business. When a quorum is present at any meeting, the affirmative vote of at least a majority in interest of the Unit Owners present or represented thereat shall be necessary to the decision of any question brought before the meeting unless a larger vote is required by law, by the MASTER DEED, by the CONDOMINIUM TRUST, or by the BY-LAWS. Though less than a quorum be present, any annual or special meeting without further notice may be adjourned to a subsequent date or until a quorum shall be present. Any business may be transacted at such subsequent date or time which might have been transacted at the original meeting.

Section 5. Voting: The votes of the Unit Owners shall be weighted in the same proportion as their respective interests in the Common Areas and Facilities as set forth in the MASTER DEED. The vote attributable to each Unit must be voted as an entirety. Unit Owners may vote either in person or by proxy in writing filed with the Trustees. No proxy which is dated more than six (6) months before the meeting named therein shall be accepted and no proxy shall be valid after the final adjournment of the meeting. The votes for the Trustees and, upon demand of any Unit Owner, the vote upon any question before the meeting shall be by ballot.

ARTICLE III

THE TRUSTEES

Section 1. Regular Meetings: Regular Meetings of the Trustees may be held at such time and place within Massachusetts as the Trustees may fix from time to time, and when so fixed, no notice thereof need be given. A regular meeting of the Trustees shall be held without notice immediately after and at the same place as the annual meeting of the Unit Owners or the special meeting of the Unit Owners held in lieu thereof.

Section 2. Special Meetings: Special Meetings of the Trustees may be held at such times and places within Massachusetts as shall be named in the call which shall be made by the Chairman, or in case of his death, absence, incapacity, or refusal, by any Trustee. A written, printed or telegraphic notice stating the day, place and hour thereof, shall be given by the Secretary, or in case of his death, absence, incapacity or refusal, by any other officer at least forty-eight (48) hours before such meeting to each Trustee by leaving such notice with him at his residence or usual place of business or by mailing it postage prepaid or by prepaid telegram addressed to him at his last known address. Any meeting of the Trustees shall be a legal meeting without notice if each Trustee, by a writing filed with the records of the meetings, waives such notice before or after the meeting.

Section 3. Quorum: A majority of the Trustees shall constitute a quorum. When a quorum is present, the affirmative votes of a majority of the Trustees present shall be necessary to the decision of any question.

Section 4. Insurance: A. (1) The Trustees shall obtain and maintain to the extent available, master policies of casualty and physical damage insurance naming the Trustees of the Condominium Trust as Insurance

Trustees for the benefit of the Declarant, the Condominium Trust, of the several Unit Owners and of their respective mortgagees as the Named Insureds and covering the Buildings and all other insurable improvements forming part of the Condominium, including the Common Areas and Facilities, all of the Units (but not including the furniture, furnishings and other personal property of the Unit Owners therein), together with the service machinery, apparatus, equipment and installations located in the Condominium and existing for the provision of central services for common use, in an amount not less than 100% of their full replacement value (exclusive of foundations) as determined by the Trustees, against (a) All Risk, and loss or damage by fire and other hazards covered by the standard extended coverage endorsement and (b) such other hazards or risk as the Trustees from time to time in their discretion shall determine to be appropriate, including but not limited to vandalism, malicious mischief, windstorm and water damage, boiler and machinery explosion or damage. The Trustees shall obtain and maintain in force Fidelity Insurance in an amount equal to the maximum funds in the custody of the Trustees and not less than the sum of three (3) months' assessments on all Units plus the reserve fund to protect against dishonest acts by persons responsible for handling the funds of the Trust.

(2) All policies of casualty or physical damage insurance shall (a) provide that such policies may not be cancelled, terminated or substantially modified without at least 30 days' written notice to the insureds and each Unit mortgagee, (b) provide that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such election may not be exercisable without the approval of the Trustees and may not be exercisable in any event if in conflict with the terms of the Trust or these By-Laws, (c) provide waivers of subrogation as to any claims

against the Trust, the Trustees, the manager, agents, employees, the Unit Owners and their respective employees, agents and guests, (d) provide waivers of any defense based upon the conduct of any insured and (e) contain provisions to the effect that the insurer shall not be entitled to contribution on account of casualty insurance which may be purchased by individual Unit Owners as hereinafter permitted.

(3) The Trustees, as Insurance Trustees under these By-Laws, shall collect all casualty loss insurance proceeds and shall hold, use and disburse the same for the purposes and in the manner set forth in this Section and in Article IX hereof, Provided, however, to the extent any such proceeds represent losses to Buildings in uncreated Phases, or under construction, such proceeds shall be paid to the Declarant and Declarant's mortgagees, as their interest may appear. If repair and restoration is to be made pursuant to Article IX hereof, all insurance proceeds shall be disbursed to defray the cost of repair and restoration of the damaged Common Areas and Facilities and in one or more damaged Units. If there are insurance proceeds in excess of the cost of repairs and restoration, the Trustees shall add same to the Condominium reserve fund or, at the option of the Trustees, distribute the same to the Unit Owners in proportion to their respective beneficial interest as set forth in Article IX hereof, subject to the right of a Unit mortgagee or the Declarant and Declarant's mortgagees to receive the same.

(4) Upon notification of improvements to be made to a Unit, and upon the addition of any sun room(s) thereto, the Trustees shall promptly notify the insurer of the Condominium and increase the amount of coverage on the aforementioned master policy by an amount at least equal to the value of the improvements made by the Unit Owner. Any increase in insurance premiums resulting from an increase in coverage as aforesaid shall be paid by the Unit Owner as an addition to his share of the common expenses of the Condominium.

(5) The Trustees shall reappraise, at least annually, the value of the buildings and all other insurable improvements forming a part of the Condominium and, if necessary, shall increase the amount of coverage on the aforementioned master policy accordingly.

B. (1) The Trustees shall also obtain and maintain, to the extent available, master policies of insurance of the following kinds naming the Trustees of the Condominium Trust as Insurance Trustees for the benefit of the Condominium Trust and of the several Unit Owners and of their respective mortgagees as the Named Insureds: (a) comprehensive public liability insurance in such amounts and forms as shall be determined by the Trustees with not less than a single limit of One Million (\$1,000,000.00) dollars for claims for bodily injury or property damage arising out of one occurrence and with cross liability endorsement to cover liability of any insured to other insureds but such insurance shall not cover the liability of any Unit Owner as to claims arising out of incidents occurring within his own Unit, and it shall be the duty of each Unit Owner to maintain public liability insurance with respect to such claims for his own protection, (b) worker's compensation and employer's liability insurance covering any manager, agent or employee of the Trust but excluding any independent agent or manager, and (c) such other insurance as the Trustees deem appropriate.

(2) All such policies shall (a) provide that such policy may not be cancelled, terminated, or substantially modified without at least 30 days prior written notice to all of the insureds, (b) provide waivers of subrogation as to any claims against the Trust, the Trustees, the manager, agent, employees, the Unit Owners and their respective

employees, agents and guests (c) provide waivers of any defense based on the conduct of any insured, (d) contain provisions to the effect that the insurer shall not be entitled to contribution on account of other insurance which may be purchased by individual Unit Owners as hereinafter permitted.

C. The cost of such insurance to be obtained and maintained by the Trustees pursuant to this Section 4 shall be assessed to the Unit Owners as common expenses of the Condominium at such times and in such amounts as provided in Article VII hereof. However, the cost of additional insurance (the "additional cost") for improvements to Units shall be paid to the Trustees by the Unit Owners making such improvements promptly upon receipt of statements from the Trustees who shall allocate the additional cost in such manner as they determine to be equitable.

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

Section 5. The Trustees: The Trustees in their discretion may appoint and remove managers to administer the Condominium, subordinates, assistants, clerks and agents and other employees, fill vacancies in their positions and prescribe their duties. No agreement for

professional management of the Condominium or any other contract with the Trust may exceed a term of one (1) year, renewable by agreement by the parties for successive one (1) year periods, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days', or less, written notice.

Section 6. Action by Written Consent: Any action within their powers may be taken by the Trustees without a meeting by written instrument executed by all of the Trustees of the Trust.

ARTICLE IV

OFFICERS

The Trustees shall designate one of their number as a Chairman who shall when present preside at all meetings of the Unit Owners and all meetings of the Trustees. The Trustees shall also name one of their number as Secretary whose duty it shall be to attend all meetings of the Unit Owners and of the Trustees and to record and keep the proceeding thereat in books provided for that purpose. He shall notify the Unit Owners and Trustees of their respective meetings in accordance with these By-Laws.

He shall also have the care and custody of the funds and securities of the TRUST which may come into his possession and under the supervision of the Trustees shall maintain accurate books of account as set forth in Article VIII of the Trust.

ARTICLE V

FISCAL YEAR

The fiscal year of the Trust shall be the calendar year.

ARTICLE VI

MAINTENANCE, REPAIR AND REPLACEMENT OF COMMON AREAS AND FACILITIES

The Trustees shall be responsible for the maintenance, repair and replacement of the Common Areas and Facilities (including all obligations under applicable consents, permits, special permits, variances, and Orders of Conditions) as such areas and facilities are defined in the Master Deed and in said Chapter 183A, as from time to time amended, under which the premises are subjected to a Condominium and the expenses of such maintenance repair and replacement shall be charged to the Unit Owners according to their respective percentages of the undivided interest in the Common Areas and Facilities. Each Unit Owner shall be personally liable for all sums lawfully assessed in accordance with these By-Laws. Such assessments shall constitute a lien upon his Unit enforceable as set forth in Section 6 (c) of Chapter 183A of the Massachusetts General Laws, as from time to time amended. Included hereunder, but without limitation, shall be the specific obligations to observe all Town covenants and permit requirements, Orders of Conditions, maintenance and repair of drainage systems, amenities, and all matters set forth in and requirements of the following:

- A. Grant of Easement dated , 198 and filed with the Land Registration Office for the Southern Registry District of Essex County as Document No. .
- B. All encumbrances of record.

The Trustees shall have the power to approve all payment vouchers, and shall be responsible for the hiring of all personnel, including, at their discretion, a manager or managing agent.

ARTICLE VII

METHOD OF ASSESSMENT OF COMMON EXPENSES

The Trustees shall, by December in each year, or as soon thereafter as is practicable, determine the estimated cash requirements as hereinafter defined for the next ensuing calendar year, and shall assess upon each Unit Owner his respective share of the estimated expenses for such year. The Trustees may require that said amount be paid in monthly installments and the Trustees may require prepayment of said estimated expenses for a period not in excess of three (3) months.

Each Unit Owner shall thereupon become personally liable for such share so assessed which shall until paid constitute a lien on such Unit in the manner specified in Article VI of these By-Laws. Such estimated cash requirements shall include but shall not be limited to all estimated expenses and outlays of the TRUST for such year growing out of or connected with the ownership, maintenance, repair, replacement and operation of the Common Areas and Facilities, including all matters set forth in Article VI hereof, including items enumerated in Section 14 of said Chapter 183A, as from time to time amended, and including Common Areas and Facilities subject to exclusive easements charged or assessed to the TRUST and water and sewer charges against the several Units, insurance premiums, other operating expenses, energy charges for the provision of domestic hot water, and gas or electricity for cooking purposes from common meter, electricity bills for the common areas, legal and accounting fees, management fees, alterations, replacements and repairs, expenses and liabilities incurred by the TRUST, the cost allocable to the TRUST of the maintenance and upkeep of the exterior of the buildings performed in accordance with ARTICLE XV of the TRUST, the payment of any deficit remaining from a previous period, the

creation and replenishment of a reserve fund in accordance with Article XI of the TRUST and expenses for other proper purposes within the TRUST's powers. If at the end of such calendar year there is an excess, such excess shall be applied against the assessment for the next ensuing calendar year or set aside as an addition to the replacement reserve. If at such time there shall be a deficiency, such deficiency shall be added to the assessment for the next ensuing calendar year.

The Trustees at any time at a meeting called for the purpose by a vote of the Trustees may make assessments in addition to the annual assessment.

In the event that any payment required hereunder shall remain unpaid for more than fourteen (14) days after its due date, then such payment shall carry a charge in such amount or at such rate as the Trustees shall determine, shall bear interest at such rate per annum as the Trustees shall determine until paid, and shall, together with all costs and expenses of collection, including reasonable attorneys fees, constitute a lien on the Unit pursuant to the provisions of said Chapter 183A, Section 6, enforceable as therein set forth.

ARTICLE VIII

RULES AND REGULATIONS

The Trustees by action duly taken may adopt and from time to time amend reasonable administrative rules and regulations governing the details and operations and use of the Common Areas and Facilities and such restrictions on and requirements respecting the use and maintenance of the Units and the use of the Common Areas and Facilities as are designed to prevent unreasonable interference with the use of their respective Units and of the Common Areas and Facilities by the several Unit Owners. The initial Rules, Regulations and requirements are attached hereto as Exhibit B.

ARTICLE IX

REPAIR OR RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY

Section 1. In the event of damage to or destruction of the Building(s) as a result of fire or other casualty, which in the judgment of the Trustees does not exceed ten (10%) Per Cent of the value of the Condominium prior to the casualty, the Trustees shall arrange for the prompt repair, replacement or restoration of the Building (s) and/or the Unit or Units damaged (but not including furniture, furnishings, or other personal property supplied to or installed by Unit Owners), and the Trustees shall disburse the proceeds of all insurance policies to the persons engaged in such repair, or restoration in appropriate progress payments. Any cost of such repair, restoration or replacement in excess of the insurance proceeds shall constitute a common expense and the Trustees may assess to all the Unit Owners as common charges such deficit and the premium for any bond which may be required in connection with said repair, replacement or restoration.

If there shall have been repair replacement or restoration pursuant to the first paragraph of this Article IX, and the amount of insurance proceeds shall have exceeded the cost of such repair, replacement or restoration, then the excess of such insurance proceeds, in any, shall be added to the Condominium's reserve fund, or at the option of the Trustees, divided among all the Unit Owners in proportion to their respective common interests, subject to the right of the Declarant and Declarant's mortgagees and of a Unit mortgagee to receive same.

In the event of any casualty loss to the Condominium, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten (10%) Per Cent of the value of the Condominium prior to the

casualty, and shall notify all Unit Owners of such determination. If such loss as so determined exceeds ten (10%) Per Cent of the Unit Owners value:

A. If Seventy-Five (75%) Per Cent of the Unit Owners do not agree within 120 days after the date of the casualty to proceed with repair, replacement, or restoration, the Condominium, including all Units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of the partition sale together with any common funds shall be divided in proportion to the Unit Owners' respective undivided ownership in the Common Areas and Facilities as to Units which have been included in the Condominium. Upon such sale, the Condominium shall be deemed removed from the provisions of said Chapter 183A, as from time to time amended.

B. If Seventy-Five (75%) Per Cent of the Unit Owners agree to proceed with the necessary repair, replacement, or restoration, the cost of the rebuilding of the Condominium, in excess of any available common funds including the proceeds of any insurance, shall be common expense, provided, however, that if such excess cost exceeds ten (10%) Per Cent of the value of the Condominium prior to the casualty, any Unit Owner who did not so agree, may apply to the Superior Court of Essex County, Massachusetts on such notice to the Trust as the Court shall direct for an order directing the purchase of his Unit 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.

Section 2. Condemnation: If any public or quasi-public authority initiates a proceeding to take any portion of the Condominium under the power of eminent domain, the Trustees shall notify all Unit Owners and all mortgagees of record promptly after the commencement of such proceeding. If more than ten percent (10%) in value of the Condominium is taken under the power of eminent domain, the taking shall be treated as a "casualty loss", and the provisions of Section 17 of Chapter 183A shall apply. Where one or more Units have been substantially altered or rendered uninhabitable as a result of a partial taking and the Unit Owners vote to restore and continue the Condominium pursuant to the provisions of Section 17 of said Chapter 183A, the Trustees shall have the authority to acquire the remaining portions of such Units, for such price as the Trustees shall determine, provided that any Unit Owner of such remaining portion who does not agree with such determination may apply to the Superior Court on such notice to the trustees as the court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the court. Where as a result of a partial taking any Unit is decreased in size or where the number of Units is decreased by a partial taking, then the Trustees may make such provisions for realignment of the Beneficial Interests as shall be just and equitable.

In the event of total or partial taking under the powers of eminent domain, the Unit Owners shall be represented by the Trust acting through the Trustees. In the event of a partial or total taking, the award attributable to the Units and Common Areas shall be allocated between the respective Unit Owners, according to their respective Beneficial Interests, except as to such portion or portions of the award which are

attributable to direct or consequential damages suffered by particular Units, which shall be payable to the Unit Owners of such Units or their mortgagees, as their interests may appear. (ii) attributable to improvements, if any, which the Declarant has constructed as part of uncreated Phases, which shall be paid to the Declarant and its mortgagees, and (iii) attributable to the Declarant's right, if any, to create and develop additional Phases, which shall be payable to the Declarant and its mortgagees.

No vote or consent required of a Unit Owner pursuant to this Section shall be deemed effective without the written consent of any unit Mortgagee and the holder of any first mortgage of record. No provision herein shall be deemed to give a Unit Owner or any other party priority over any rights of the holder of the first mortgage (if any) on such Unit Owner's Unit pursuant to such mortgage in the case of distribution to such Unit Owner of condemnation awards for taking of Units and/or Common Elements. Mortgagees of Units will be entitled to priority with respect to any awards distributed to their mortgagors.

ARTICLE X

IMPROVEMENTS TO COMMON AREAS AND FACILITIES

Section 1. If fifty (50%) Per Cent or more but less than Seventy-Five (75%) Per Cent in interest of the Unit Owners agree to make an improvement to the common areas and facilities, the cost of such improvement shall be borne solely by the Owners so agreeing.

Section 2. If Seventy-Five (75%) Per Cent in interest of the Unit Owners may agree to make an improvement to the common areas and facilities and assess the cost thereof to all Unit Owners as a common expense, but if such improvement shall cost in excess of Ten (10%) Per Cent of the then value of the Condominium, any Unit Owner not so agreeing may apply to the Superior Court, Essex County, Massachusetts on such notice to the TRUST

as the Court shall direct, for an order directing the purchase of his Unit by the TRUST at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

ARTICLE XI

DISPUTES

Any Unit Owner aggrieved by any decision or action of the TRUST in the administration of the Condominium other than the matters covered by Article IX and Article X, may within thirty (30) days of the decision or action of the TRUST, appoint an arbitrator who shall be a member of the American Arbitrators Association and shall notify the Condominium Trustees, in writing, of such action. Within Ten (10) days after receipt of such notice, the TRUST shall appoint another such arbitrator, and the two so chosen shall within Ten (10) days appoint thereafter a third arbitrator. A majority of such arbitrators shall be entitled to decide any such matter, and their decision to be rendered within thirty (30) days of the appointment of the third arbitrator, subject to Chapter 251 of the General Laws of Massachusetts, as from time to time amended, shall be final and conclusive on all persons. The costs of such arbitration proceedings shall be borne one-half by such Unit Owner and one-half by the TRUST.

ARTICLE XII

LIMITATION OF LIABILITY

Section 1. Except as specifically set forth in these By-Laws, or in said Chapter 183A, as from time to time amended, neither the TRUST, the Trustees, nor any officer, agent or servant of the TRUST shall have power to bind the Unit Owners personally by any act, neglect or default, and all Unit Owners and all persons or corporations or other entities extending credit to, contracting with, or having any claim against the TRUST shall look only to the funds and property of the TRUST for payment

of such contract or claim or for any indemnity or for the payment of any debt, damage, judgment or decree or of any money that may otherwise become due or payable from the TRUST, so that neither the Trustees nor the Unit Owners shall be personally liable therefor.

Section 2. In every note or contract for the payment of money borrowed by, and in every material written contract of the TRUST, it shall be the duty of the Trustees or other officers or agents expressly to stipulate that neither the Trustees nor any officer or agent nor the Unit Owners shall be held to any personal liability under or by reason thereof.

Section 3. The Trustees shall not be liable for errors of judgment in acquiring or holding property or conducting the business of the TRUST, or for any loss arising out of any investment; or for any act or omission to act performed or omitted by them in the execution of their office in good faith. Nor shall they be liable for the acts or omissions of each other or of any officer, agent or servant appointed by or acting for them unless such act or omission is a willful breach of trust by them.

Section 4. Nothing herein shall be deemed to make the Unit Owners partners one of another, nor of the Trustees or any of them.

ARTICLE XIII

AMENDMENTS

These By-Laws may be altered, amended or repealed at any annual or special meeting of the Unit Owners by the affirmative vote in each case of at least Sixty-Seven (67%) Per Cent in interest of the Unit Owners, with the written consent of the Declarant for as long as the Declarant has the right to create additional Phases, provided notice of the proposed alteration, amendment or repeal is given in the notice of the meeting.

The Condominium Trustees shall have the right and power to make, execute and record special amendment(s) ("Special Amendment[s]") to these By-Laws at any time and from time to time which amends these By-Laws:

- a. to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, 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 mortgages covering Unit Ownerships;
- c. to bring these By-Laws into compliance with said Chapter 183A; or
- d. To correct clerical or typographical errors in these By-Laws or any exhibit hereto or any supplement or amendment thereto.

ARTICLE XIV

As used herein and in the Condominium Trust, the words "Declarant" and "Declarants" shall have the same meaning as set forth in the Master Deed as therein defined.

EXHIBIT B

RULES AND REGULATIONS

- A. Except as hereinafter expressly provided otherwise, there shall be no obstruction of the Common Areas and Facilities of the condominium, nor shall anything be stored in the Common Areas and Facilities except in storage areas which may be designated by the Trustees from time to time, without the prior written approval of the Trustees. In the event such approval is granted, storage shall be at the sole risk of the person storing the materials.
- B. Nothing shall be hung from the windows, or placed upon the window sills, nor shall any rugs or mops be shaken or hung from or on any of the windows or doors. No clothes, sheets, blankets, laundry or any other kind of articles shall be hung out of a Unit or exposed on or to the Common Areas and Facilities of the Condominium. No accumulation of rubbish, debris, or unsightly material will be permitted in Common Areas and Facilities of the Condominium except in designated trash storage areas.
- C. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness.
- D. No Unit Owner shall make or permit any noxious or offensive activity or disturbing noises in the Units or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or a radio or television loud speaker or other such device in such Unit between the hours of one o'clock a.m. and the following eight o'clock a.m., if the same shall disturb or annoy other occupants of the Units, and in no event

shall any Unit Owner practice or suffer to be practiced either vocal or instrumental music for more than two hours in any day or between the hours of nine o'clock a.m. and the following six o'clock p.m. No Unit Owner shall give vocal or instrumental instruction at any time.

- E. Nothing shall be done or kept in any unit or in the Common Areas and Facilities which will increase the rate of insurance of the Building(s) or contents thereof, without the prior written consent of the TRUST. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the Common Areas and Facilities which will result in the cancellation of insurance or increase in premiums therefor on the Building(s), or contents thereof, or which would be in violation of any law.
- F. All Unit Owners shall comply with the Rules and Regulations of the New England Fire Rating Association or other Insurance inspection or rating bureau having jurisdiction and with the rules and regulations contained in any fire insurance policy upon the Condominium or the property contained therein.
- G. Damage by fire or accident affecting the Unit, or the Common Areas and Facilities, or the liability of the Unit Owners or the Condominium Trust shall be promptly reported to the Trustees immediately following the occurrence thereof.
- H. No exterior shades, awnings, window guards or ventilators will be used in or about the Units except such as shall be approved by the TRUST. All window treatments and colors (including but not limited to shades, curtains, blinds, draperies and liners) shall be only as directed by or approved in writing by the Trust.

- I. No sign, notice or advertisement including for sale or for rent signs shall be inscribed or displayed by the Unit Owners except such as shall have been approved in writing by the TRUST; nor shall anything be projected out of any window of the Units without similar approval.
- J. Garbage and refuse from the Units shall be disposed of only at such times, in such manner and in such containers (color included) as the TRUST may direct.
- K. No dogs or other animals, birds or pets shall be kept in or about the Units or the Common Areas and Facilities without the Trust's written consent and consent so given may be revoked at any time.
- L. No radio or television aerial shall be attached to or hung from the exterior of the Units without the written approval of the TRUST.
- M. No vehicle belonging to a Unit Owner or to a member of the family or guests, tenants, or employees of a Unit Owner shall be parked in such manner as to impede or prevent ready access to and from the garages and parking areas of other Unit Owners. Parking shall occur only in the designated parking spaces.
- N. No use shall be made of Common Areas and Facilities except such as shall be permitted by the TRUST. Except in areas designated as such by the TRUST, there shall be no playing, lounging, or parking of baby carriages or playpens, sand boxes, bicycles, wagons, toys, vehicles, benches, chairs, or any other items of personal property on any part of the Common Areas and Facilities. No outdoor furniture, cooking equipment or appurtenances thereto shall be allowed except as directed by or approved in writing by the TRUST.
- O. Any consent or approval given under these rules by the TRUST shall be revocable at any time.

P. After reasonable notice from the Condominium Trustees, each Unit Owner shall remove his vehicle(s) for snow removal purposes. Upon any Owner's failure to so remove such vehicle(s) the Condominium Trustees shall have the right to remove same. Any Unit Owner who shall be absent from the premises during any 24-hour period during the winter months shall leave a set of vehicle keys with the Condominium Trustees in order that such vehicle may be moved for snow removal purposes.

Q. The initial late charge for payments more than fourteen (14) days overdue as set forth in Article VII of the By-Laws shall be Twenty-Five (\$25.00) Dollars, and the initial rate of interest to be charged thereon until paid shall be Eighteen (18%) per cent per annum.

DOCUMENT NO. 21166

*Committed
to Subversion
of Trust*

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