

#191063

HARBORSIDE CONDOMINIUM TRUST

DECLARATION OF TRUST OF HARBORSIDE CONDOMINIUM TRUST
made this 19th day of October 1983
by EDWARD T. MOORE and J. ALAN CHEW, TRUSTEES of Harborside
Realty Trust under a Declaration of Trust, having its usual
place of business at 2 Catherine Lane, Marblehead, MA 01945
(hereinafter called the Declarant).

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
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, located
on the land described in the Master Deed creating said
Condominium to be recorded herewith. 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 and said By-Laws, Rules and Regulations,
and Massachusetts General Laws Chapter 183A, as the same may
be from time to time amended.

ARTICLE II

This Trust is created under Chapter 183A of the Massachusetts
General Laws as the Condominium of Unit Owners owning dwelling Units
in said Condominium. Any person who acquires an interest in a Unit shall, immediately
upon his acquisition of such interest, the transferor shall cease to
be such beneficiary. Only a Unit Owner shall be a
beneficiary hereunder. All acts of the Trustees hereunder may
be done under the authority of the 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 percentage interest in the Trust property as specified in said Master Deed, Exhibit C.

The principal place of business of this Trust shall be 24 Lee Street, Marblehead, Massachusetts 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 Massachusetts General Laws, 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 or power herein contained, the Trustees shall have the following specific powers: to deposit, invest or otherwise deal with monies forming a part of the Trust estate; to improve any part of the Trust real estate or the common areas 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%) Percent 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 such time as Seventy (70%) Percent of all Condominium Units shall have been conveyed to Unit Owners by the Declarant, its successors or assigns, or until five (5) years shall have elapsed from the date of this instrument (whichever shall first occur) there shall be two (2) Trustees hereunder who shall be Edward T. Moore and J. Alan Chew, both of 2 Catherine Lane, Marblehead, Massachusetts (the "Original Trustees").

At such time as Seventy (70%) Percent of all Condominium Units shall have been conveyed or upon the expiration of five (5) years from the date of this instrument or upon the death or resignation of said Edward T. Moore and J. Alan Chew (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 Trustee elected with the greatest number of votes shall serve for a term of two (2) years, and the Trustee elected with the lesser number of votes shall serve a term of one 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 duly made thereto are and shall become part of this Declaration 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 Massachusetts General Laws, Chapter 183A, Section 1, as from time to time amended, and all other such rights, powers and obligations enumerated in 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 wilful 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.

ARTICLE IX

Any Trustee may by written instrument signed, acknowledged and delivered to the other Trustees and recorded with the Middlesex South District Registry of Deeds resign from his office. There shall always be at least two (2) Trustees after the Original Trustee shall cease to serve as Trustee, and 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 by a Trustee elected by a written instrument, executed by at least sixty-seven (67%) percent in interest of the Unit Owner beneficiaries thereof. 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. Trustees shall be liable only for wilful 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 or employees shall have 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 therefore, except as specifically provided in this instrument and in Section 13 of Massachusetts General Laws, Chapter 183A as from time to time amended, and in the By-Laws.

In every note or contract for the payment of money borrowed by, and in every other 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.

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 replenish a reserve fund for future contingencies.

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 in writing by seventy-five (75%) percent 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 recorded in Middlesex South District Registry of Deeds.

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 this 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 and discretion.

ARTICLE XIV

Any Trustee other than the Original Trustee may be removed from his office by a vote of Seventy-Five (75%) percent 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 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 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 therefore: 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 buildings 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 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%) percent 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 and of the holders of one hundred percent (100%) of the first mortgages (based upon one vote for each first mortgage owned) upon any of the Units affected. Such termination shall become effective 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 may 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 the 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 Massachusetts General Laws, Chapter 183A, as from time to time amended, in accordance with the procedures therein set forth.

ARTICLE XVII

A certificate signed by any person appearing of record to be Trustees of this Trust and recorded with Essex South District Registry of Deeds as to any fact or facts germane to or with relation to the Trust, including the names of the then Trustees, shall be binding and conclusive as to all persons dealing with the Trust in reliance thereon.

ARTICLE XVIII

The terms "Trustee" and "Trustees" when used herein 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 John de la
L. Allen Chew, Trustee
BY Edward T. Moore
Edward T. Moore, Trustee

COMMONWEALTH OF MASSACHUSETTS

Essex, SS.

October 19 1983

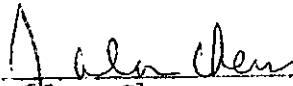
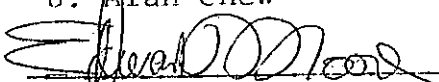
That personally appeared the above-named L. Allen Chew and Edward T. Moore, Trustees as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of Harborside Realty Trust, before me

James J. Reed
NOTARY PUBLIC

My commission expires December 3, 1987

ACCEPTANCE

The undersigned, in token of their acceptance of the foregoing trusts, hereunto set their hand and seal the day and year first above-written.


J. Alan Chew

Edward T. Moore

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

October 19 1983

Then personally appeared the above-named J. Alan Chew and Edward T. Moore, and acknowledged the foregoing to be their free act and deed, before me


NOTARY PUBLIC

My commission expires *December 13, 1987*

EXHIBIT A
BY-LAWS OF
HARBORSIDE CONDOMINIUM TRUST

ARTICLE I

NAME AND LOCATION AND COMMON SEAL

Section 1. Name The name of this Organization of Unit Owners is HARBORSIDE CONDOMINIUM TRUST (hereinafter called the TRUST). The term "Unit Owner" as used in these By-Laws refers to the person or persons owning a Unit in HARBORSIDE 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 2 Catherine Lane, Marblehead MA 01945, or such other place as the Trustees shall determine.

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.

Section 2. Annual Meeting The first annual meeting of the Unit Owners of the TRUST shall be held on May 20, 1984, for the purpose of transacting such business as may legally come before it. Thereafter, a meeting of the Unit Owners shall be held yearly on the third Tuesday in May, 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 for such other purposes 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 3. 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%) percent 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 4. 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 5. Quorum At any meeting of the Unit Owners, fifty percent 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 or 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 6. 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 votes 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 or 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

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 herein-after 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. If repair and restoration is to be made pursuant to Article IX hereof, all insurance loss 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 to receive the same.

(4) Upon notification of improvements to be made to a Unit, 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 the 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 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 "Trustees of Harborside Condominium Trust as Insurance Trustees for the benefit of Harborside Condominium Trust and of the several Unit Owners" 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 employees 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 policy 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 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 a majority 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 proceedings 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 Massachusetts General Laws, 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. The Trustees shall have the power to approve all payment vouchers, and shall be responsible for hiring all personnel, including, at their discretion, a manager or managing agent.

ARTICLE VII

METHOD OF ASSESSMENT OF COMMON EXPENSE

The Trustees shall, by December in each year, or as soon thereafter as is practical, 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 pre-payment 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 said General Laws, Chapter 183A, Section 6, as from time to time amended. 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 items enumerated in Section 14 of General Laws, Chapter 183A as from time to time amended, 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 heat and hot water, including payment of such portions of the charges for gas as are fairly allocable to each Unit (Gas is presently supplied to all the buildings contained in the Condominium and is billed from one 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 and repair of common facilities, the cost of the maintenance and upkeep of the exterior of 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 late charge in such amount or at such

rate as the Trustees shall determine, shall bear interest at the rate of eighteen (18%) per cent per annum 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 General Laws 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

In the event of damage to or destruction of the Building as a result of fire or other casualty, which in the judgment of the Trustees does not exceed ten percent (10%) 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, if 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 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%) percent 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%) percent of such value:

A. If Seventy-Five (75%) percent 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 Owner's respective undivided ownership in the common areas and facilities. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A of the Massachusetts General Laws, as from time to time amended.

B. If Seventy-Five (75%) percent 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%) percent 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 Middlesex County 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.

ARTICLE X

IMPROVEMENTS TO COMMON AREAS AND FACILITIES

Section 1. If Fifty (50%) percent or more but less than Seventy-Five (75%) percent 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. Seventy-Five (75%) percent 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%) percent of the then value of the Condominium, any Unit Owner not so agreeing may apply to the Superior Court, Middlesex County, on such notice to the TRUST as the Court shall direct, for an order directing the purchase of his Unit by the TRUST at 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. Within ten (10) days after such appointment, 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 Chapter 183A, as from time to time amended, of the General Laws of Massachusetts, 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 wilful 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

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vote in each case of Seventy-Five (75%) percent in interest of the Unit Owners, provided notice of the proposed alteration, amendment or repeal is given in the notice of the meeting.

ARTICLE XIV

EFFECT OF BY-LAWS

These By-Laws shall be subject always to the provisions of Chapter 183A of the Massachusetts General Laws relating to Condominiums, as from time to time amended, and also to the Declaration of Trust of HARBORSIDE CONDOMINIUM TRUST dated _____, as from time to time amended, and in case of any inconsistency, such law and Declaration of Trust shall control.

EXHIBIT B
RULES AND REGULATIONS

A. Except as hereinafter expressly provided otherwise, there shall be no obstruction of the common areas or facilities of the Condominium, nor shall anything be stored in the common areas or 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 six o'clock p.m. and the following nine o'clock a.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 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, 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 have been approved 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 and in such manner as the Trust may direct.

K. No dogs or other animals, birds or pets shall be kept in or about the Units without the Trust's written consent and consent so given may be revoked at any time.

K. 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 parking areas.

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.

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) from the parking areas for snow removal purposes. Upon any Owners' 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.

191063

~~CURRENT NO.~~

191063

Harborside
Condominium Trust

ESSEX SOUTH REGISTRY DISTRICT

OCT 26 1983

RECEIVED 2 O'CLOCK 33 M P. M
NOTED ON CERTIFICATE C23
REGISTRATION SK. 4 PG. C23