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HERITAGE PLAZA CONDOMINIUM TRUST
AMENDED AND RESTATED DECLARATION OF TRUST

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HERITAGE PLAZA CONDOMINIUM TRUST
AMENDED AND RESTATED DECLARATION OF TRUST

This Amended and Restated Declaration of Trust is intended to and shall govern the affairs of the Heritage Plaza Condominium Trust, created under declaration of trust dated October 8, 1982, and recorded with Essex South Registry of Deeds in Book 6994, Page 214, as amended, which Trust is the organization of Unit Owners of Heritage Plaza Condominium, a condominium created pursuant to the provisions of Massachusetts General Laws, Chapter 183A, by Master Deed dated October 8, 1982, and recorded with the Essex South District Registry of Deeds in Book 6994, Page 245, as amended, and located in Salem, Essex County, Massachusetts.

WHEREAS, the Declaration of Trust has been amended, including by Amendment to Condominium Trust, dated February 28, 1983, recorded with the Registry of Deeds in Book 7059, Page 488, by Amendment to Declaration of Trust, dated June 30, 1983, recorded with said Registry of Deeds in Book 7152, Page 256, by Amendment of Declaration of Trust of Heritage Plaza Condominium Rules and Regulations, dated October 14, 1998, recorded with said Registry of Deeds in Book 15178, Page 531, and by Amendment to the Declaration of Trust, dated March 5, 2002, and recorded with said Registry of Deeds in Book 18487, Page 391; and

WHEREAS the undersigned Trustees, being a majority of the Board of Trustees of the Condominium Trust, have obtained the consent in writing of Unit Owners holding not less than seventy-five percent (75%) of the beneficial interest under the Trust, to amend and restate the Declaration of Trust as provided herein;

NOW, THEREFORE, in consideration of the foregoing, the Declaration of Trust of the Condominium Trust, as heretofore amended, is hereby amended and restated in its entirety as follows:

ARTICLE I

Name Of Trust

The Trust is known as the HERITAGE PLAZA CONDOMINIUM TRUST (the "Trust"), and under that name, so far as legal, convenient and practicable, all activities shall be carried on by the Trustees and all documents shall be executed by the Trustees.

ARTICLE II

The Trust And Its Purposes

Section 2.1. Unit Owner Organization. All of the rights and powers in and with respect to the common areas and facilities (the "Common Areas and Facilities," "Common Elements," or "Common Areas") of the Heritage Plaza Condominium (the "Condominium"), established by a Master Deed dated October 8, 1982 and recorded with Essex South District Registry of Deeds (the "Registry of Deeds") in Book 6994, Page 245, as amended (the "Master Deed"), and located at 10 Norman Street, Salem, Essex County, Massachusetts, which are, under the provisions of Massachusetts General Laws, Chapter 183A, as amended ("M.G.L. c. 183A" or "Chapter 183A"), conferred upon or exercisable by the organization of Unit Owners of the Condominium and all property, real and personal tangible and intangible, conveyed to or held by the Trustees (the "Trust Property") hereunder shall vest in the Trustees as they may from time to time be, in trust, to exercise, manage, administer and dispose of the same, and to receive the income thereof (a) for the benefit of the owners of record from time to time (the "Unit Owners") of the units (the "Units") of the Condominium according to the allocation of undivided interest in the Common Areas and Facilities (the "Beneficial Interest") set forth in the Master Deed of the Condominium, and (b) in accordance with the provision of Chapter 183A. This Trust is the organization of Unit Owners established pursuant to the provisions of Section 10 of Chapter 183A for the purposes therein and herein set forth.

Section 2.2. Entity Created. It is hereby expressly declared that a trust and not a partnership has been created, and that the Unit Owners are not partners or associates nor in any other relation whatsoever between themselves and with respect to the Common Elements and/or Trust Property other than as Unit Owners of the Condominium, and hold no relation to the Trustees other than with only such rights as are conferred upon them as Trustees hereunder and under the provisions of Chapter 183A.

ARTICLE III

The Trustees

Section 3.1. Number Of Trustees. There shall be a Board of Trustees (the “Board” or the “Trustees”) consisting of five (5) natural persons who shall be elected as hereinafter provided. Such natural persons shall be Unit Owners; provided, however, that (i) the spouse or domestic partner of a Unit Owner, who resides with the Unit Owner in a Unit, may serve as a Trustee; (ii) in such case as title to a Unit is held by a fiduciary, the fiduciary may serve as a Trustee; and (iii) in such case as a Unit is owned by a corporation, partnership, or limited liability company, such natural person may be an officer or director of such corporation, a general partner of such partnership, or a manager of such limited liability company, provided that such officer, director, partner, or manager is a natural person.

Section 3.2. Terms Of Trustees. The term of each Trustee shall be for a period of two (2) years from the annual meeting of Unit Owners at which such Trustee is elected. Such terms shall be on a staggered basis so that in each year two or three Trustees’ terms will expire. To that end, at the first annual meeting after recording of this Amended and Restated Declaration of Trust at which the terms of the Trustees expire, two (2) Trustees shall be elected for a term of one year, and three (3) Trustees shall be elected for a term of two years, which shall be determined by lot. A Trustee whose term has expired shall continue in office until a successor is elected or appointed as hereinafter provided.

Section 3.3. Vacancies, Election, Appointment And Acceptance Of Trustees. If and when the number of Trustees shall become less than five (5) due to death, disability, or resignation of a Trustee, or cessation of ownership of a Unit by such Trustee, a vacancy shall be deemed to exist. A vacancy also shall be deemed to exist, in the case of a spouse or domestic partner of a Unit Owner serving as a Trustee, if such Trustee no longer resides with the Owner of a Unit or such Owner no longer owns a Unit; or, in the case of a fiduciary, officer, director, manager, or partner serving as a Trustee, if such Trustee no longer serves in such capacity with such entity, or the entity no longer owns a Unit. Any such vacancy shall, for the balance of the unexpired term of the vacating Trustee, be filled (a) by the appointment of a natural person as aforesaid by the remaining Trustees for the period until the next annual meeting and (b) for any portion of the term then remaining by a the Vote of Unit Owners at said annual meeting as hereafter provided.

The expiration of a term shall also create a vacancy which shall likewise be filled at the annual meeting of the Unit Owners or may be filled by the Trustees conducting an election where owners may cast their votes via mail. In conducting an election by mail or at the annual meeting Trustee(s) shall be elected by the vote of the Unit Owners with the candidate(s) receiving the greatest individual totals of Beneficial Interest votes ("votes") as there are vacancies being elected; provided that a quorum is present or casts votes. There shall be no cumulative voting. In such event as the Unit Owners should fail to elect a successor Trustee at the annual meeting, then the remaining Trustees may appoint a natural person, as aforesaid, to fill any such vacancy. In the event that the Trustees fail to so appoint a successor Trustee within thirty (30) days, or if there is no remaining Trustee, then such vacancy, or vacancies shall, upon the petition therefore of any Unit Owner, with notice to all other Unit Owners, be filled by the appointment, or appointments, of a court of competent jurisdiction. The election or appointment of Trustees shall become effective upon such election or appointment. An instrument certifying such election or appointment shall be recorded with the Registry of Deeds, sworn and subscribed to by a majority of the then Trustees, (1) referencing this Declaration of Trust and the Master Deed; (2) reciting the existence and cause of the vacancy; (3) the election or appointment of the successor Trustee; and (4) containing an acceptance of such election or appointment by the successor Trustee. In the case of appointment by a court, an attested copy of the order may be recorded. Except as provided in Article VII hereof, the failure or delay in recording said instrument shall not effect the validity of such Trustee's election or the effective date thereof.

Section 3.4. Trustee Action. In any matter relating to the administration of the Condominium and the exercise of the powers herein conferred, the Trustees may act by majority vote of their number at any duly called meeting at which a quorum is present as hereinafter provided. The Trustees may also act without a meeting by instrument or instruments executed by all of their number.

A. Power To Act When Vacancy Exists. Notwithstanding anything contained herein to the contrary, despite any vacancy in the office of Trustee, however caused and for whatever duration, the then remaining or surviving Trustees, or Trustee, shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees; provided, however, that if there be but one Trustee, said Trustee shall refrain from so exercising and discharging said powers, discretions and

duties except as to matters which, by their nature and/or effect, require immediate attention and/or are of a routine nature.

Section 3.5. Trustee Meetings; Quorum. The Trustees shall meet annually on the date of the annual meeting of the Unit Owners, immediately following such, and at such meeting may elect from their number a President, Treasurer and a Clerk, and any other officers they deem expedient. The Trustees shall thereafter meet at such regular interval, time and place as determined, and specially upon the request of any two Trustees; provided, however, that written notice of each such special meeting setting the place, day, hour and purpose thereof shall be given at least two (2) days before such meeting to each Trustee, unless such notice is waived by all Trustees. Attendance at a meeting shall constitute a waiver. A majority of the number of Trustees then in office shall constitute a quorum at all meetings, and such meetings shall be conducted in accordance with such rules as the Trustees may adopt. A Trustee may attend a meeting by conference communication through which the Trustee may hear all conversations and speak to all other Trustees. Trustees' votes may be submitted via regular mail, e-mail, facsimile or any such electronic method of communication or delivery as approved by the Trustees. Any Trustee who has three (3) unexcused absences from Trustee meetings in a twelve (12) month period may be removed from the Board upon the vote of a majority of the remaining Trustees.

A. Minutes. Accurate minutes of all Trustee meetings shall be taken by a person designated by the Trustees and shall be maintained by the Trustees as part of the records of the Trust.

B. Open Meetings. Subject to the foregoing provisions with regard to action without a meeting, all meetings of the Trustees shall be open to all Unit Owners (including a Unit Owner's spouse or domestic partner residing with such Owner in his or her Unit), but attendees other than the Trustees may not participate in any discussion or deliberation unless (a) the attendees presence and participation relates to an agenda item or (b) a Trustee requests that such attendee(s) be granted permission to speak and such permission to speak is authorized by a vote of the majority of the quorum of the Trustees present. Notwithstanding the above, the President may adjourn any meeting of the Trustees and reconvene in executive session, and may exclude persons other than Trustees to discuss any or all of the following:

- (a) employment or personnel matters for employees of the Trust;

- (b) legal advice from an attorney retained by the Trustees;
- (c) pending or contemplated litigation; or
- (d) pending or contemplated matters relating to enforcement of the Master Deed, this Declaration of Trust and/or the Rules and Regulations; or any other matter, discussion of which outside of executive session the Trustees determine to be detrimental to the best interests of proper functioning of the Trust or the privacy of the Unit Owners.

Section 3.6. Officers; Committees. There shall be from among the Trustees, in addition to such other officers as they may elect from their number, the following officers who shall have the following listed duties:

A. President. The President shall be the chief executive officer of the Trust. He/She shall preside at all meetings of the Unit Owners and of the Trustees. The President shall have the power to, with the concurrence of the Board, appoint committees from among the Unit Owners from time to time as he/she may in his/her discretion decide is appropriate to assist in the conduct of the affairs of the Condominium. If the President is unable to act at any time, the remaining Trustees shall appoint some other of their number to act in the place of the President on an interim basis.

B. Treasurer. The Treasurer shall have the responsibility for Trust's funds and securities and shall be responsible for maintaining full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He/She shall be responsible for the deposit of all monies and other valuable effects in the name of the Trust in such depositories as may from time to time be designated by the Trustees.

C. Clerk. The Clerk shall maintain the minutes of all meetings of the Unit Owners and of the Trustees; he/she shall have charge of such books and papers of the Trust; and he/she shall, in general, perform all the duties incident to the office of clerk or secretary of a business corporation organized under Massachusetts law.

There shall, additionally, be such committees with such duties and responsibilities as designated by the President as aforesaid; provided, however, that there shall be a right of appeal to the Board from any committee decision directly affecting a Unit Owner, for instance, decisions of an architectural review committee or violations committee.

Section 3.7. Resignation; Removal. Any Trustee may resign at any time by an instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgement of deeds and delivered to the remaining Trustees. Such resignation shall take effect upon the recording of such instrument with the Registry of Deeds, unless specified to be effective at some other time in said instrument. The remaining Trustees, or Trustee, shall forthwith cause said instrument to be duly recorded with the said Registry of Deeds. Upon a failure thereof, or the absence of other Trustees, the resigning Trustee may so record said instrument and shall notify the Unit Owners thereof.

Any Trustee may, with or without cause, be removed by a vote of fifty-one percent (51%) of the Unit Owners at a special meeting duly called therefor and after being afforded the opportunity to be heard or by the vote of a majority of the Board of Trustees after three (3) unexcused absences from Trustee meetings in a twelve (12) month period. The vacancy so resulting shall be filled in the manner provided in Section 3.3 hereof. Such removal shall become effective upon said vote and a certificate thereof shall be recorded with the Registry of Deeds executed by a majority of the then remaining Trustees in office or, upon a failure thereof, by any five of the Unit Owners voting to remove such Trustee.

Section 3.8. Bond Or Surety. No Trustee elected or appointed as hereinbefore provided, whether as original Trustee or as successor to or as substitute for another, shall be obliged to give any bond or surety or other security for the performance of any of his/her duties hereunder; provided, however, that the Unit Owners by a vote of fifty-one percent (51%) may at any time require that any one or more of the Trustees, except a Court appointed Trustee, shall give bond in such amount and with such sureties as shall be specified in such vote. All expenses incident to any such bond shall be charged as a Common Expense of the Condominium. The foregoing shall not effect any fidelity coverages hereinafter required under the insurance provisions of this Trust.

Section 3.9. Compensation Of Trustees, Officers And Committee Members. No Trustee, Officer or Committee Member shall receive remuneration (which term shall not be deemed to include reimbursement for expenses incurred by such person in connection with his/her duties, which reimbursement shall be permitted and charged as a Common Expense) for his/her services unless so provided for by a vote of fifty-one percent (51%) of the Unit Owners and any remuneration so provided shall be from time to time fixed by said Unit Owners, and shall be a Common Expense of the Condominium. With the approval of a majority of the Trustees, any

Trustee, Officer, or Committee Member may receive reasonable remuneration for extraordinary or unusual services, professional or otherwise, rendered by him/her to the Trust, all as shall be from time to time fixed and determined by said Trustees, and such remuneration shall be a Common Expense of the Condominium.

Section 3.10. No Personal Liability. No Trustee, Officer, or Committee Member shall under any circumstances or in any event be held liable or accountable out of his/her personal assets or be deprived of compensation, if any, by reason of any action taken, suffered or omitted in good faith, or for allowing one or more of the other Trustees, Officers, or Committee Members to have possession of the Trust books or property, or be so liable, accountable or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of anything except his/her own personal and willful malfeasance and defaults, and/or such other conduct as would exempt him/her from indemnification as provided in Section 3.12 hereof.

Section 3.11. Trustees, Officers And Unit Owners May Deal With The Condominium. No Trustee nor Unit Owner, shall be disqualified by his/her office, or status, from contracting or dealing, directly or indirectly, with the Trustees or with one or more Unit Owners as vendor, purchaser or otherwise because of his/her, the Trustee's, Officer's, or Unit Owner's interest in any corporation, firm, Trust, partnership or other organization connected with such contracting or dealing, nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which any Trustee, Officer, or Unit Owner, shall in any way be interested be avoided nor shall any Trustee, Officer, or Unit Owner, so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contact or arrangement by reason of such Trustee's or Officer's holding office or of the fiduciary relation hereby established, or by reason of such Unit Owner's status, provided the Trustee, Officer or Unit Owner shall act in good faith and shall fully disclose the nature of his/her interest before the dealing, contract or arrangement is entered into.

Section 3.12. Indemnification. The Trust shall, to the extent legally permissible, indemnify each of its Trustees, Officers and Committee Members, which term shall include all volunteers, against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him/her in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he/she may be involved or with which he/she may be threatened, as a party,

witness, or otherwise, while in office, or thereafter, by reason of his being or having been such a Trustee, Officer or Committee Member, or by reason of any alleged action taken or omission made by him/her in any such capacity, except with respect to any matter as to which he/she shall have been adjudicated in any proceeding to have acted in bad faith or with willful misconduct or reckless disregard of his/her duties or not to have acted in good faith in the reasonable belief that his/her action was in the best interests of the Condominium. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any Trustee, Officer or Committee Member may be entitled herein or by contract or otherwise under applicable law. As used in this Section, the terms "Trustee", "Officer" and "Committee Member" includes his/her respective heirs, executors and administrators. Nothing in this Section shall, however, be deemed to limit in any respect the powers granted to the Trustees and Officers in this instrument.

ARTICLE IV

Beneficiaries And The Beneficial Interest In The Trust

Section 4.1. Beneficiaries And The Beneficial Interest. The beneficiaries of the Trust shall be the Unit Owners of the Condominium as they may be from time to time. The Beneficial Interest in the Trust hereunder shall be divided among the Unit Owners in the same percentages as the Undivided Interest in the Common Areas and Facilities as specified in the Master Deed (sometimes hereinbefore and hereinafter referred to as the "Beneficial Interest").

Section 4.2. Beneficial Interest Held By One Person. The Beneficial Interest appertaining to each Unit shall not be divided among several Owners of any Unit. To that end, whenever any of the Units is owned of record by more than one person, the several Owners of such Unit shall (a) determine and designate which one of such Owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder, and (b) notify the Trustees of such designation by a notice in writing signed and acknowledged by all of the Owners of such Unit. Any such designation shall take effect upon receipt thereof by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate any one such Owner for these purposes. For Units to which title is held by a fiduciary, the fiduciary shall be the designated individual. For Units to which title is held by a corporation, a duly authorized employee of such corporation shall be the designee. For Units to which title is held by a limited liability company, a manager, a member-manager, or a duly authorized real property signatory

shall be the designee. For Units to which title is held by a partnership, a partner or duly authorized employee of such partnership shall be the designee. Upon request of the Board, the applicable representative of any such entity shall provide the Trustees with written evidence that, as of the time of the casting of any vote, the execution of any instrument, or the exercise of any rights appertaining to such Unit, such person is duly serving in such capacity on behalf of such entity.

Section 4.3. Meetings Of Unit Owners. Meetings of the Unit Owners shall be held as hereafter provided:

A. Annual Meeting. There shall be an annual meeting of Unit Owners on the second Monday of the fourth month following the close of the fiscal year of the Trust, at the Condominium, or at such other reasonable place, time and date as designated by the Trustees (the "Annual Meeting") in the notice of such meeting. The Trustees shall give written notice thereof to the Unit Owners at least fourteen (14) days prior to said date, which notice shall include an agenda and a full description of all matters to be voted upon, if any. At the Annual Meeting the Trustees shall submit reports of the management and finances of the Condominium, conduct elections as are necessary, and conduct such other business as is proper.

B. Special Meetings. Special meetings (including a meeting in lieu of an annual meeting) of the Unit Owners may be called at any time by the Trustees and shall be called by them upon the written request of Owners of at least thirty-three and one third percent (33 1/3%) of the Units ("Special Meeting") within thirty (30) days of such request. A request for such a Special Meeting from the Unit Owners shall be accompanied by a delineation of the items the requestors wish to have considered at said meeting, including the text of any proposed amendment to the Condominium's documents. Written notice of any Special Meeting designating the place, day and hour thereof, together with a full description of the matter(s) to be considered and/or voted upon, shall be given by the Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated. No other business than noticed shall be conducted at such Special Meeting.

C. Text Of Proposed Amendment. At any meeting of the Unit Owners at which a proposed amendment to the Condominium's documents is to be considered, the notice of such meeting shall include the full text of such proposed amendment.

D. Voting. Each Unit shall have one vote and such vote shall be weighed and counted by attributing to each unit the same percentage vote as the respective unit owner's percentage of interest in the common areas and facilities. Unless otherwise specifically provided, the vote of a majority of the Unit Owners present in person or by proxy at a duly convened meeting of the Unit Owners at which a quorum is present ("Majority Vote"), shall be binding as to those matters within the purview of the Unit Owners.

E. Quorum. A quorum for the conduct of business at meetings of the Unit Owners shall equal representation of thirty-three percent (33%) of the interest of the Units in person or by proxy.

F. Proxies. A Unit Owner may grant to any natural person, upon a form specified by the Trustees, his/her proxy to vote and/or attend meetings of the Unit Owners. This right to grant proxies shall in no manner vitiate the provision contained in Section 4.2 where a Unit is owned of record by more than one person.

G. Minutes. Accurate minutes of all Unit Owner meetings shall be taken by a person designated by the Trustees and shall be maintained by the Clerk as part of the records of the Trust.

ARTICLE V

By Laws

The provisions of this Article V shall constitute additional By-Laws (the "By-Laws") of this Trust and the organization of Unit Owners and shall be applicable to the Property of the Condominium, the Trust Property and to the use and occupancy of both. The term "Property" as used herein shall include the Land, Buildings and all other improvements thereon including the Units and Common Areas and Facilities, owned in fee simple absolute, or otherwise, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Chapter 183A. The term "Trust Property" shall refer to all property to which title is held by the Trust. The provisions of these By-Laws shall automatically

become applicable to real property, or interest therein, which may be added to the Condominium upon the recording of an amendment to the Master Deed submitting such additional real property, or interest, to the provisions of Chapter 183A or the recording of an instrument evidencing the acquisition of such interest.

All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Condominium and/or the Property and/or the Trust Property in any manner, are subject to these By-Laws, the Master Deed, the Rules and Regulations promulgated hereunder, and all covenants, agreements, restrictions, conditions, easements and declarations of record (the "Title Conditions"). The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement that these By-Laws, the provisions of the Master Deed and the Rules and Regulations, as they may be amended from time to time, and the Title Conditions are accepted, ratified and will be complied with.

Wherever in these By-Laws and/or the Master Deed an obligation is imposed upon the Trustees, or the Trustees undertake to arrange for, perform, or otherwise accomplish any and all work, maintenance, repairs, construction, improvement or like action, the standard of care applicable thereto shall be that of ordinary due care or reasonable business judgment within budgetary constraints as determined in the sole discretion of the Trustees with respect to the scope, extent and timing of the aforesaid. In the event of any conflict or inconsistency between the foregoing and any other term or provision of these By-Laws or the Master Deed, the foregoing shall govern.

Section 5.1. Powers And Duties Of Trustees. The Trustees shall, subject to the provisions of all applicable laws, the Master Deed and these By-Laws, have the absolute control and management of the Property (excluding the Units) and the absolute control, management and disposition of Trust Property as if they were the absolute owners thereof and shall have all of the powers necessary for the administration of the affairs of the Condominium and may do all such acts and things in connection therewith. The powers and duties of the Trustees shall include, but shall not be limited to, the following, all of which shall be exercised subject to the provisions hereof:

- A. Operating, caring for, keeping up, managing, leasing and maintaining the Common Areas and Facilities of the Condominium or any part thereof.

- B. Owning, conveying, encumbering, leasing, voting the votes appurtenant to and otherwise dealing with Units conveyed to or purchased by them as a result of enforcement of the lien for Common Expenses, action under Chapter 183A, Section 17 and 18, or otherwise.
- C. Conducting litigation on behalf of the Unit Owners and being subject to suit as to any course of action involving the Common Areas and Facilities or arising out of the enforcement of these By-Laws, any and all Rules and Regulations promulgated hereunder, or restrictions in the Master Deed or Unit Deeds.
- D. Determining and budgeting of the Common Expenses required for the affairs of the Condominium and this Trust, including, without limitation, the operation and maintenance of the Property.
- E. Collecting the Common Charges (which for the purposes of these By-Laws shall mean such portion of the Common Expenses as are payable by the respective Unit Owners) from Unit Owners.
- F. Employing and dismissing personnel necessary for the maintenance and operation of the Common Areas and Facilities.
- G. Opening and utilizing bank accounts on behalf of the Trust and designating the signatories required therefor.
- H. Obtaining of insurance.
- I. Making repairs, additions and improvements to or alterations of the Property.
- J. Incurring obligations and paying, compromising or adjusting all obligations incurred and rights acquired in the administration of the Trust.
- K. Adopting and amending rules and regulations covering the details of the operation and use of the Common Areas and Facilities, the administration of the Condominium as contemplated by the Master Deed and this Declaration of Trust, and in interpretation thereof.
- L. Obtaining advice of counsel and relying thereon, and employing, appointing and removing such other persons, agents, Trustees, officers, brokers, engineers, architects, employees, servants and assistants as they shall deem advisable, and defining their respective duties and fixing their pay and compensation.

- M. Granting permits, licenses, easements, rights, agreements, and/or leases over, under, through and/or to the Common Areas for utilities, roads and/or all other purposes reasonably necessary and/or beneficial, useful for and/or to the proper maintenance and/or operation of the Condominium and/or the convenience of the Unit Owners, which grants may be made to non-owners and which grants may include, without limitation, grants for the installation and operation of commercial telecommunications equipment in or on the Building or elsewhere upon the Common Elements.
- N. Altering the layout, location, nature and/or use of any of the Common Elements, making installations therein, and moving and removing the same, subject, however, to a Unit Owner's rights to use any appurtenance to this Unit as specified in the Master Deed.
- O. Enforcing obligations of the Unit Owners, including the levying of general and special assessments for Common Expenses and the providing of adequate remedies for the failure to pay such assessments, levying reasonable fines against the Unit Owners and/or residents for violations by them, or persons for whom they are responsible, of the Rules and Regulations or of the provisions of these By-Laws or the Master Deed, and in the case of persistent violations of the Rules and Regulations or of these By-Laws or the Master Deed by them or persons for whom they are responsible, requiring such Unit Owner or resident to post a bond to secure adherence thereto.
- P. Investing and reinvesting the funds of the Condominium, or any part or parts thereof, and from time to time and as often as they shall see fit to change investments, including the power to invest in all types of securities, and other property, of whatsoever nature and however denominated, all to such extent as to them shall seem proper, and without liability for loss, even though such property or such investment shall be of a character or in an amount not customarily considered proper for the investment of Trust funds, or which does or may not produce income.
- Q. Selling and exchanging Trust Property or any interest therein for such consideration and upon such terms as they deem advisable.
- R. Purchasing and otherwise acquiring any real or personal property.
- S. Accepting and making assignments, grants, or other conveyances of parking space easements, and renting, leasing, licensing, letting, or otherwise using, or permitting the use of, any parking space easement assigned, granted, or otherwise conveyed to the Trust.

- T. Borrowing money and mortgaging or pledging all or any part of the Trust Property, and/or the Condominium's Funds, and issuing bonds, notes or other evidence of indebtedness.
- U. Entering into "Bulk Telecommunications Contracts," or similar agreements, to provide telecommunication services to unit owners including but not limited to telephone, television, cable and internet services and connections.
- V. Incurring such liabilities, obligations and expenses, and paying from the principal or the income of the Condominium's funds all such sums, as they shall deem necessary or proper, for the furtherance of the purposes of the Trust.
- W. Determining as to all sums of money and other things of value received by them, whether and to what extent the same shall be deemed to be and shall be accounted for as principal or as income, interest and/or late charges, and as to all charges or expenses paid by them, whether and to what extent the same shall be charged against principal or against interest and/or late charges, including, without hereby limiting the generality of the foregoing power, to apportion any receipt or expense between principal income, interest and/or late charges, and the power to determine what portion, if any, of the actual income received upon any asset purchased or acquired at a premium or any wasting investment shall be added to principal to prevent a diminution thereof upon the maturity or exhaustion of such asset or investment.
- X. Entering into and having such access to Units and Common Areas reserved to Units in the Condominium as shall be reasonably necessary for the performance and exercise of the duties, obligations, rights and powers of the Trustees hereunder.
- Y. Executing any and all instruments incidental or necessary to carry out any of the foregoing powers.
- Z. Generally, in all matters not herein otherwise specified, controlling, managing and disposing of the Trust Property and controlling and managing the Property (excluding the Units) as if the Trustees were the absolute owners thereof and doing any and all acts, including the execution of any instruments, which by their performance thereof shall be shown to be in their judgment for the best interest of the Condominium and its Unit Owners.

Section 5.2. Maintenance And Repair Of Units; Trustee Access To Units. Except as hereinafter provided, the Unit Owners shall be responsible for the proper maintenance, replacement and repair of their respective Units (other than to the Common Elements contained therein) as defined in the Master Deed, including such heating, ventilating and air conditioning, and utility fixtures and attendant equipment serving their respective Unit exclusively whether located inside or outside the Unit; for the replacement of any broken window glass and screens of their respective Units; and for maintaining Limited Common Elements appurtenant to the Unit in a state of cleanliness and in such condition and repair as is provided for herein and in the Master Deed, including in Section 7 thereof. Except to the extent covered by the Trust's master casualty insurance, each Unit Owner shall be responsible for any and all damage to any and all other Units and/or the Common Areas and Facilities caused by his failure to satisfy this maintenance obligation, including all administrative costs incurred by the Trust. If the Trustees shall at any time in their reasonable judgment determine that a Unit, any part thereof, or such Common Element to which a Unit has exclusive use, is in such need of maintenance or repair that the market value of one or more other Units is being adversely affected, or that the condition of a Unit, any part thereof, such Common Element to which a Unit has exclusive use, or any fixtures, furnishings, facilities or equipment therein, is hazardous to any Unit or the occupants thereof and/or adversely affects any other Unit and/or the Common Elements and/or the Common Expenses, the Trustees shall in writing request the Unit Owner thereof to perform the needed maintenance, repair, replacement and/or work and/or to correct the relevant condition and/or its cause. In such case as action thereon shall not have been commenced within the time as may be reasonably set by the Trustees and thereafter diligently brought to completion, the Trustees shall be entitled to have such performed for the account of such Unit Owner whose Unit and/or Common Element to which he has a right of exclusive use is in need thereof and to enter upon and have access to such Unit and/or such Common Element for these purposes. In the case of an emergency which necessitates immediate action and the Unit Owner is unavailable or fails to take immediate action, the Trustees may proceed thereto without delay. The cost incurred by the Trustees for such as is reasonably necessary therefor shall constitute an obligation of the applicable Unit Owner and shall be considered a Common Expense attributable to such Unit. The Trustees may in their discretion additionally impose a fine upon a Unit Owner who, in the Trustees' judgment, unreasonably fails to comply with a request made by the Trustees hereunder.

Should it be necessary that any part of a Unit, personal property of a Unit Owner, and/or any part of the Common Areas and Facilities to which a Unit Owner has the right of exclusive use, be required to be removed for the purpose of performing such work, or for the purpose of the Trustees performing work upon the Common Elements, such Unit Owner shall promptly comply with such request by the Trustees. Should such Unit Owner fail to so comply, or in the case of emergency, the Trustees may remove and store such part and/or property for the account of the Unit Owner, the cost of which shall constitute an obligation of the applicable Unit Owner and shall be considered a Common Expense attributable to such Unit. Such removal and storage shall be reasonable in manner, extent and terms.

The Trustees, in order to preserve and maintain the appearance, integrity and value of the Condominium, shall be responsible for arranging for the maintenance, repair and replacement of the Limited Common Elements (those Common Elements as to which a Unit Owner has an exclusive easement or right of use) and exterior portions of the Unit's door (but, as to the latter only as to appearance) under the provisions and standards set forth in Section 5.3 below, and may, but shall not be obligated to, charge the cost thereof to the Unit Owner of such Unit as a special assessment ("Limited Common Element Assessment") applicable solely to such Unit, which Limited Common Element Assessment shall be due upon demand and enforceable in the same manner and to the same extent as other Common Expenses as to that Unit. The foregoing obligations of the Trust shall not be construed to apply to the keeping of such Limited Common Elements in a state of cleanliness or to otherwise maintain Limited Common Elements in accordance with the applicable provisions of Section 7 of the Master Deed, which shall remain the responsibility of the Unit Owner.

Unit Owners are required to report immediately in writing to the Trustees (i) any evidence of water leak or water infiltration or excessive moisture in the dwelling unit, common hallways, if any, and any other common areas; (ii) any evidence of mold that cannot be removed with a common household cleaner; (iii) any failure or malfunction in heating, ventilation or air conditioning, and (iv) any inoperable doors or windows and each unit owner shall be responsible for damage to the Unit and personal property as well as any injury to the Unit Owner and/or occupants of the Unit resulting from the Unit Owner's failure to comply with these terms. Each Unit Owner is fully responsible and liable for the entire amount of all cleaning expenses and remediation costs incurred by the Trustees to remove mold from the Unit if the Unit Owner fails

to remediate same and each Unit Owner shall be responsible for the repair and remediation of all damages to the Unit caused by mold.

Section 5.3. Maintenance, Replacement And Repair Of Common Areas and Facilities and Assessment of Common Expense Thereof. Except as otherwise provided in Section 5.2 above and in the Master Deed, including Section 7 thereof, the Trustees shall be responsible for arranging for the cleaning, replacement, maintenance and repair of the Common Areas and Facilities and such other portions of the Condominium as may be herein specified when the need for the same has been brought to their attention and subject to budgetary constraints, the Trustees exercising ordinary due care and reasonable business judgment with respect to the scope, extent and timing of such maintenance, repair, and replacement. Notwithstanding the foregoing, each Unit Owner shall be responsible for maintaining Limited Common Elements appurtenant to his or her Unit in a state of cleanliness and in such condition and repair as is provided for pursuant to Section 5.2.; above, and in the Master Deed. In the case of a casualty loss the provisions hereinafter contained shall apply. The Trustees may approve payment of vouchers for such work, and the expenses of such replacement, maintenance and repair shall be assessed to the Unit Owners as Common Expenses of the Condominium at such times and in such amounts as provided in Section 5.4 below; provided, however, that such cleaning, replacement, maintenance and/or repair as may be necessitated by the negligence, misuse or neglect of a Unit Owner, his family, servants, agents, employees, invitees, lessees, tenants, licensees, pets, or others upon the Property at the Unit Owner's behest, whether directly or by virtue of a Unit Owner's failure to properly maintain, repair or replace the Unit, components thereof, or Common Elements to which such Unit Owner has exclusive use, including all administrative charges associated therewith, shall be charged to such Unit Owner, constitute an obligation of such Unit Owner and be considered a Common Expense attributable to such Unit, except to the extent such as are covered by the Trust's master casualty policy.

- A. Notice Of Person Responsible For Maintenance. The Trustees shall provide every Unit Owner with the name, address, and telephone number of the person, firm or entity responsible for the maintenance of the Common Elements.

Section 5.4. Common Expenses, Profits And Funds. Except as may be otherwise provided herein or in the Master Deed, the Unit Owners shall be liable for Common Expenses and entitled to common profits of the Condominium in proportion to their respective percentages of the

Beneficial Interest. The Trustees may at any time or times, as they in their sole discretion may determine, distribute common profits and/or surplus accumulations among the Unit Owners in such proportions.

A. Reserve Funds. The Trustees shall set aside from the regular monthly payments of Common Charges an amount adequate and appropriate to provide a reserve for the periodic repair and/or replacement of the Common Elements and other capital purposes and may, to the extent consistent with these purposes, use the funds so set aside for the reduction of indebtedness or other lawful capital purpose, or subject to the provisions of these By-Laws and the provisions of Chapter 183A, Section 17 and/or 18, for the repair, replacement, rebuilding, restoration or improvement of the Common Areas and Facilities. Such reserves shall be maintained in a separate and segregated account(s) to be known as the Capital Expense Reserve Account(s) and the funds so set aside shall not be deemed common profits available for distribution; but, rather, shall be considered as property of the Trust held for the account of the Unit Owners in accordance with their respective Beneficial Interests. To ensure the adequacy of such Fund, the Trustees shall periodically engage an appropriate professional to undertake a capital reserve study, and/or to up-date one previously undertaken, and based thereon establish a policy to fund such capital expense needs as therein determined.

B. Determination Of Common Expenses And Fixing Of Common Charges. At least thirty (30) days prior to the end of the fiscal year, the Trustees shall prepare a budget for the Condominium by estimating the Common Expenses expected to be incurred during the ensuing fiscal year together with a reasonable provision for contingencies and reserves as referred to above, and after taking into account any undistributed common profits from prior years (reserves excepted), shall determine the assessment to be made for such fiscal year (herein referred to as "Common Expense Assessment"). The Trustees shall promptly render statements to the Unit Owners for their respective shares of such Assessment according to their percentages of Beneficial Interest, such share to be due and payable in twelve equal monthly installments. In the event that the Trustees shall determine at any time during any fiscal year that the Assessment so made is less than the Common Expenses actually incurred, or in the reasonable opinion of the Trustees, likely to be incurred, or in the event that the Trustees shall determine that it is advisable to

establish a larger reserve or other fund for projected capital or other expenditures, or otherwise, the Trustees may make one or more supplemental assessments (“Special Assessments”) and render such statements as they may deem necessary therefor and the amount shown in such statement shall be payable and take effect as specified by the Trustees in such Special Assessment. The Trustees may, additionally, or in the alternative, either as they deem appropriate, revise the current budget and adjust the Common Expense Assessments appropriate thereto.

C. Payment And Collection Of Common Expenses. The amount of each specified installment, together with late charges as may be reasonably imposed by the Trustees and/or interest on the assessment at the rate of one and one-half percent (1 1/2%) per month, if that amount is not paid when due, shall constitute a lien on the Unit of the Unit Owner assessed and be the personal obligation of the Unit Owner, all pursuant to provisions of Chapter 183A, Section 6. The Trustees shall take prompt action to collect any Common Expenses due from any Unit Owner that remain unpaid. The Trustees may, also, prohibit the delinquent Unit Owner, or persons occupying his Unit, from using any of the amenities of the Condominium, if any, not necessary to the use of the Unit. To the extent a Unit Owner may be persistently delinquent in the timely payment of Common Expenses due, as the Trustees in their sole discretion may determine, the Trustees may require such Unit Owner to pay the Common Expenses due in one lump sum as opposed to periodically as here provided for or accelerate the payments due for the balance of the fiscal year.

All obligations and charges to a Unit Owner and such Unit Owner’s Unit shall for the purposes hereof be deemed a Common Expense attributable to such Unit and payment thereof shall be enforceable as herein provided.

D. Payment Of Common Expenses Subsequent To Transfer. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to a sale, transfer or other conveyance by him of such Unit. A purchaser of a Unit shall not be personally liable for the payment of Common Expenses assessed and unpaid against such Unit prior to the acquisition by him of such Unit unless such purchaser has agreed to assume such obligation. This provision shall not, however, effect the statutory lien on such Unit for such unpaid Common Expenses. Except as provided in

M.G.L. c. 183A, Section 6, a purchaser of a Unit at a foreclosure sale of such Unit by a first mortgagee or any first mortgagee who comes into possession of the Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims and/or liens for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such purchaser or holder comes into ownership or possession of the Unit.

E. Default In Payment Of Common Expenses. In the event of default by any Unit Owner in paying to the Trustees the Common Expenses attributable to his Unit (the "Common Charge"), such Unit Owner shall be obligated to pay all expenses, including attorneys' fees, incurred by the Trustees in proceeding to collect such unpaid Common Expenses, irrespective of the amount so unpaid. The Trustees shall have the right and duty to attempt to recover such unpaid Common Expenses, irrespective of the amount so unpaid, together with late charges, interest thereon, and the expenses of so proceeding, including attorneys' fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit, or in any proceeding wherein the Unit Owner seeks to avoid payment of the Common Expenses due, all such constituting a lien as provided in Section 6 of Chapter 183A. In furtherance hereof, a defaulting Unit Owner hereby waives any argument that the expenses of so proceeding, including attorneys fees, are unreasonable and/or excessive when considered in the light of the amount so unpaid. A Unit Owner shall, upon any action brought by the Trustees to collect unpaid Common Expenses, have no right to make any claims or defense or off-set upon any basis.

In such event as the Unit which Common Expenses are in arrears is leased, rented or let, and upon compliance by the Trustees with the applicable provisions of M.G.L. c. 183A, Section 6, the Trustees shall be entitled to require the lessee or tenant to pay the rent due therefore directly to the Trustees until such time as the arrearage, late fees interest, costs and expenses are fully paid and, upon a failure thereof, to an order of a Court of competent jurisdiction so requiring. This right shall be in addition to any other remedy herein or by law provided.

After a successful action brought by the Trustees to foreclose a lien on a Unit because of unpaid Common Expenses, a Unit Owner remaining in his Unit for any period

of time thereafter shall be required to pay a reasonable fee for the use and occupancy of his Unit.

The Trustees acting on behalf of all Unit Owners shall have power to purchase a Unit at the lien foreclosure sale and to hold, lease, mortgage (but not to vote the votes appurtenant thereto), convey or otherwise deal with the same.

A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same, and may be brought simultaneously with an action to so establish and foreclose upon said lien.

F. Application Of Common Funds. The Trustees shall expend common funds only for Common Expenses and other purposes permitted hereby and by the provisions of Chapter 183A.

G. Notice Of Default In Payment Of Common Expenses. Pursuant to the applicable provisions of M.G.L. c. 183A, Section 6, and/or upon the written request of the holder of any mortgage upon a Unit, the Trustees shall notify such holder of any default by a Unit Owner in the payment of his share of the Common Expenses.

H. 6(d) Certificates. Upon request of a Unit Owner or his designee the Trustees shall, within ten (10) days, provide a certificate in conformity with M.G.L. c. 183A, Section 6(d), specifying the amount, if any, of any unpaid Common Charges assessed to the Unit Owner and/or attributable to the Unit. The Trustees may in their discretion impose a reasonable fee for the provision of such statement. Such Certificate need only be signed by any one Trustee or by the Board's designee of record, notwithstanding any provision of Article VI, Section 6.4 to the contrary.

All obligations and charges to a Unit Owner and such Unit Owner's Unit shall for the purposes hereof be deemed a Common Expense attributable to such Unit and payment thereof shall be enforceable as herein provided.

Section 5.5. Rebuilding, Restoration And Condemnation. The following provisions shall apply in the case of casualty loss or condemnation:

A. Casualty Loss. In the event of damage to or destruction of the Condominium as a result of fire or any other casualty, the Trustees shall proceed as follows:

i. Casualty Loss To Units. Where such damage or destruction is solely to a Unit, or Units, the Insurance Trustee designated herein shall promptly adjust and

collect the loss and disburse the master policy insurance proceeds in appropriate progress payments with appropriate retainage to the Unit Owner(s) affected so as to facilitate and ensure the repair and restoration of the Unit or Units, so damaged or destroyed. In such case as an affected Unit Owner should fail to promptly take such action as the Trustees deem appropriate to repair or restore his Unit, the Trustees may, but shall not be obligated to, proceed thereto, in whole or in part, for his account and utilize the said insurance proceeds accordingly. The affected Unit Owner(s) shall bear any cost or expense for such repair and restoration in excess of the available insurance proceeds under the master policy, including any excess resultant from the application of any deductible thereon or cost of adjustment and/or administration thereof. Where more than one Unit is so damaged or destroyed, said proceeds, deductible and costs shall be apportioned upon the basis of the relative damage to each Unit; provided, however, that in such case as such damage or destruction is caused by the acts or omissions of a Unit Owner, his family, servants, agents, employees, invitees, licensees or lessees, any deficiency in the insurance proceeds shall be borne solely by such Unit Owner. Similarly, should there be any deficiency in the insurance proceeds resultant from a Unit Owner's failure to promptly and accurately report any improvements to his Unit pursuant to the provisions of Section 5.12.M, such deficiency shall be borne by such Unit Owner. The extent to which the cost is in excess of the insurance proceeds is attributable to such Unit Owner's failure to report improvements or is due to the acts or omissions as aforesaid shall be determined by the Trustees in their reasonable discretion. Additionally, the cost of adjusting and administering a loss shall be so apportioned and deducted from the insurance proceeds.

ii. Casualty Loss To Units And Common Elements Or Common Elements Only. Where such damage or destruction is solely to the Common Elements, or to both the Common Elements and Units, the Trustees, in their reasonable discretion, shall forthwith determine whether or not the loss exceeds ten percent (10%) of the value of the Condominium immediately prior to the casualty and thereupon shall notify all Unit Owners of such determination. In furtherance thereof the Trustees

may employ such persons, firms or entities as are, in their judgment, appropriate to assist in such determination.

a. Loss Less Than Ten Percent. If the loss as so determined is less than, or equals, ten percent (10%) of the value of the Condominium immediately prior to the loss, the Trustees shall proceed as provided in Subsection (i) above provided that the Common Elements shall be repaired and restored by the Trustees and any deficiency thereto relating shall be borne from common funds.

b. Loss In Excess Of Ten Percent. If the loss to the Common Elements as so determined exceeds ten percent (10%) of the value of the Condominium immediately prior to the loss, the Trustees shall seek the agreement of seventy-five percent (75%) of the Unit Owners by submitting to the Unit Owners a form of agreement (the Restoration Agreement) whereby the Unit Owners authorize the Trustees to proceed with the necessary repair and restoration.

(1) If such percentage of Unit Owners agree (by executing the Restoration Agreement) to proceed to the necessary repair and restoration, then the Trustees shall proceed thereto as provided in Subparagraphs (i) and (ii.a) above; provided that the cost of such repair and restoration in excess of available insurance proceeds shall be a Common Expense payable from common funds or by special assessment, if necessary; and further provided, however, that any Unit Owners who did not so agree may apply to the Superior Court of the county in which the Condominium is located on such notice to the Trust as the Court shall direct, for an order directing the purchase of their Units 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.

(2) If such percentage of Unit Owners do not, within one hundred twenty (120) days of the occurrence of such loss, agree to proceed with the repair and restoration (by executing the

Restoration Agreement and timely returning the same to the Trustees), a Unit Owner's proportionate share of the insurance proceeds with respect to the Common Areas and Facilities, together with the portion of the insurance proceeds allocated to any Unit as a result of a loss to such Unit due to the casualty shall, to the extent permitted by law, be paid first to the holder of the first mortgage of such Unit, if any, up to, but not in excess of, the then principal balance secured thereby and any accrued interest and other charges then due the holder of the first mortgage, and thereafter to the Unit Owner, and if first mortgagees, of which the Trustees have received notice, holding mortgages on Units having at least fifty-one percent (51%) of the Beneficial Interest approve a suit for partition then the Condominium 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 a partition sale together with common funds of the Trust (adjusted for insurance proceeds paid or payable to mortgagees as aforesaid) shall be divided all as provided by law and distributed, with respect to the amounts respectively secured thereby, to the secured parties and thereafter to the Unit Owners. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A.

The Trustees may perform emergency work essential to the preservation and safety of the Property or the safety of persons, or required to avoid the suspension of any essential service to the Condominium without having first adjusted the loss or obtained proceeds of insurance or otherwise having complied herewith.

If there shall have been a repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds shall be added to the Condominium's Capital Expense Reserve Account or shall be, at the option of the Trustees, divided among the

Unit Owners in proportion to their respective Beneficial Interest; provided, however, that no provision herein shall be deemed to give a Unit Owner or any other party priority over any rights of the holder of a first mortgage (if any) on such Unit Owner's Unit pursuant to such mortgage in the case of a distribution to such Unit Owner of insurance proceeds for losses to Units and/or Common Elements. First Mortgagees of Units will be entitled to priority with respect to any insurance proceeds distributed to their mortgagors.

Notwithstanding anything to the contrary contained in this Subsection, in the event that any Unit Owner shall dissent from any determination of the Trustees with respect to the value of the Condominium or any other determination or action of the Trustees under this Subsection by notice in writing to the Trustees within ten (10) days after such determination or action, and such dispute shall not have been resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owner may submit the matter to arbitration, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

Notwithstanding anything to the contrary contained in the preceding paragraphs of this Subsection, the Trustees shall not, in any event, be obliged to proceed with any repair or restoration unless and until they have received funds in an amount equal to the estimate of the Trustees of all costs thereof.

The foregoing provisions are intended to comply with Section 17 of the Chapter 183A and to be, in addition, consonant with the requirements of FHLMC and FNMA. To the extent there is a conflict between the provisions hereof and Chapter 183A, Chapter 183A shall control.

B. Eminent Domain. If more than ten percent (10%) of the Condominium is taken under any power of eminent domain, the taking shall be treated as a "casualty loss", and the provisions of Section 17 of Chapter 183A of Massachusetts General Laws 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 provision for realignment of the Undivided Interests in the Common Areas and Facilities as shall be just and equitable.

In the event of a 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 taking the award shall be allocated among the affected Units according to their appurtenant Beneficial Interest, and paid first, to the extent permitted by law, to the holder(s) of the first mortgage of such Unit(s), if any, up to, but not in excess of, the then principal balance secured thereby and any accrued interest and other charges then due the holder(s) of the first mortgage. In the case of a total taking of all Units and the Common Areas and Facilities, the entire award shall be payable to the Trustees to be allocated among the Units according to their appurtenant Beneficial Interest, and paid first, to the extent permitted by law, to the holder(s) of the first mortgages of such Unit(s), if any, up to, but not in excess of, the then principal balance secured thereby and any accrued interest and other charges then due the holder(s) of the first mortgage. As to any portion or portions of any award which are attributable to direct or consequential damages suffered by particular Units, they shall be payable to the owners of such particular Units and their mortgagees, as their interests may appear.

C. Retention Of Architect. Whenever the estimated cost, as determined by the Trustees, of repair or restoration exceeds as to any one casualty or occurrence, ten percent (10%) of the value of the Condominium or twenty-five percent (25%) of the value with respect to any one Unit, then the Trustees, unless waived by unanimous vote, may retain a licensed architect or licensed engineer, who shall not be directly or indirectly a Unit Owner or an employee or agent of any Unit Owner or a Trustee or an employee or agent of any Trustee, to supervise the work of repair or restoration, and no sums shall be paid by the Trustees on account of such repair or restoration except upon certification to them by such architect or engineer that the work for which payment is being made has been completed in a good and workmanlike manner in accordance with approved plans and

specifications, and that the estimated total cost of completion of said repair or restoration, less amounts theretofore advanced, does not exceed the undisbursed proceeds of insurance as augmented by funds obtained by any assessment levied or chargeable to the Unit Owners as a Common Expense.

Section 5.6. Improvements To Common Areas And Facilities. The following provisions shall apply in the case of any improvement or proposed improvement to the Common Elements.

A. Improvement at Common Expense. If and whenever the Trustees shall propose to make any improvement to the Common Areas and Facilities or shall be requested in writing by one-third of the Unit Owners to make any such improvement, the Trustees shall submit to all Unit Owners a form of agreement (which may be in several counterparts) (an "Improvement Agreement") specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same. Upon the receipt by the Trustees of such Improvement Agreement executed by seventy-five percent (75%) of the Unit Owners or the expiration of ninety (90) days after such agreement was first submitted to the Unit Owners, whichever of said events shall first occur, the Trustees shall notify all the Unit Owners of the aggregate percentage of the Unit Owners who have then executed such Improvement Agreement. If such percentage is equal to or exceeds seventy-five percent (75%), the Trustees shall proceed to make the improvement or improvements specified in such agreement and, in accordance with Section 18 of Chapter 183A, shall charge the cost of such improvement to all Unit Owners as a Common Expense in accordance with their Beneficial Interest; provided, however, that if the Trustees shall determine in their reasonable discretion that the cost of such improvement exceeds ten percent (10%) of the then value of the Condominium, any Unit Owner who did not so agree to proceed may apply to the Superior Court, on such notice to the Trustees as the Superior 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. If more than fifty percent (50%) of the Unit Owners but less than seventy-five percent (75%) of them so approve, the Trustees shall proceed to make such improvement or improvements and shall charge the same solely to the Unit Owners so approving; provided, however, that the Unit Owners shall be afforded the opportunity to execute the Improvement Agreement conditioned upon obtaining the aforesaid seventy-five percent (75%) agreement.

Notwithstanding anything to the contrary contained in this Section, in the event that any Unit Owner or Owners shall dissent from any determination of the Trustees with respect to the value of the Condominium or any other determination or action of the Trustees under this Subsection by notice in writing to the Trustees within ten (10) days after such determination or action, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owner or Owners may submit the matter to arbitration, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

Notwithstanding anything to the contrary contained in this Section, the Trustees shall not in any event be obligated to proceed with any improvement unless and until they have received funds in an amount equal to the estimate of the Trustees of all costs thereof.

For the purposes hereof, the construction, erection, alteration, modification and/or doing of anything to the Common Elements, the total cost of which in each separate instance does not exceed eight percent (8%) of the budgeted Common Expenses for a given fiscal year, shall not be considered an improvement but rather an expense incurred in the operation, care, upkeep and maintenance of the Common Elements.

B. Improvement At Unit Owner Expense. If and whenever any Unit Owner shall propose to make an improvement to or affecting the Common Areas and Facilities of the Condominium at such Unit Owner's own expense, and the Trustees determine in their reasonable discretion that such improvement would be consistent and compatible with the Condominium and the use and enjoyment thereof by its residents, the Trustees may, but shall not be obligated to, authorize such improvement to be made at the sole expense of the Unit Owner proposing the same, without the consent or approval of other Unit Owners, subject to such contractual undertakings on the part of the Unit Owner proposing such improvement as the Trustees in their reasonable discretion deem to be necessary or desirable in the circumstances.

Section 5.7. Improvements To Units. No Unit Owner shall make any addition, alteration or improvement in or to his Unit or to any portion of the Common Areas and Facilities to which he has the exclusive use, which may affect the appearance or structure of the Condominium, or the integrity of its systems, or which is otherwise restricted by the Master Deed, without the prior written consent thereto of the Trustees. The Trustees shall have the obligation to answer any written request by a Unit Owner for approval of such a proposed addition, alteration or

improvement within forty-five (45) days after receipt of the request, and failure to do so within this time period shall constitute a consent by the Trustees. Said request shall include adequate plans, specifications and similar items, so as to enable the Trustees to reasonably review such request, and the period for response herein provided shall not begin to run unless and until such are so provided.

As to any request for approval pursuant to this Section the Trustees may engage, if they so choose, an architect or engineer or both, if necessary, to review the plans and specifications to be attached to said request, and such architect or engineer's fees shall be paid by the requesting Unit Owner. If the said engineer and/or architect determines that the plans and specifications are consistent with the structural integrity and/or design character of the Condominium, as relevant to the particular request, the Trustees may then, in their sole discretion, approve or disapprove said plans, or approve them subject to certain conditions including restrictions in the manner of performing such work and requirements thereto related and such other restrictions as may be contained in the Master Deed. Submission of such plans and specifications for such review by an engineer and/or architect shall extend the approval period by thirty (30) days.

All additions, alterations or improvements to any Unit (whether or not affecting the structural or mechanical systems of the Condominium) shall be performed in compliance with all applicable laws, regulations and codes, and when required thereby, by licensed contractors; and shall be completed in a good and workmanlike manner in accordance with any and all conditions set by the Trustees in granting any such consent and in accordance with any and all permits or other governmental authorizations issued for such work. Each Unit Owner, and his contractors, shall cooperate with the Trustees and other Unit Owners so as not to unduly inconvenience or disturb the occupants of the Condominium. Notwithstanding any other provision of these By-Laws, the cost of repairing or restoring any damage to the Common Areas and Facilities or to any Unit that is caused by any work being performed by or for a Unit Owner shall be charged solely to such Unit Owner. The foregoing shall not be construed to interfere with a Unit Owner's right to decorate the interior his Unit and/or affix fixtures thereto normally associated with the permitted uses of the Unit.

- A. Permits. To the extent that any addition, alteration or improvement to a Unit by the Unit Owner requires a permit, license or similar item to be obtained in

the name of the Condominium, Trust or Trustees, from a governmental authority, the application therefor shall be executed by the Trustees without, however, incurring any liability on the part of the Trustees, or any of them, or the Trust to any contractor, subcontractor or materialman or any other person on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom, or, if permissible, to such governmental authority. The Unit Owner shall bear all costs associated herewith and shall be fully responsible therefor, and wholly liable thereunder; and shall pay to the Trustees such fee therefor as the Trustees may reasonably determine.

B. Notification To Trustees Of Value. If the Trustees approve any said request as provided hereinabove or if the Unit Owner makes any addition, alteration or improvement not requiring the consent of the Trustees, the Unit Owner shall promptly notify the Trustees of the insurable value of said improvement pursuant to the applicable provisions of Section 5.12.M. hereof. Such notice shall state in reasonable detail the nature of the improvements and the value thereof. Each Unit Owner shall, upon request by the Trustees, also submit to the Trustees such further information relating to said improvements as the Trustees shall reasonably require.

Section 5.8 Unit Owners. For the purposes of these By-Laws and this Trust instrument, whenever it is herein stated that the approval, agreement, consent or request of a certain per cent of the Unit Owners is required, the definition of percentage of Unit Owners set forth in Chapter 183A, Section 1 shall apply, except to the extent expressly provided otherwise herein.

Section 5.9. Pets. Provisions governing pets, including, without limitation, restrictions on the keeping of pets in Units and in the Common Areas and Facilities, and providing for fines in the event of violations of such provisions and restrictions, are set forth in the Master Deed and in the Rules and Regulations.

Section 5.10. Rules, Regulations, Restrictions And Requirements. The use of the Condominium and each Unit Owner's Unit shall be restricted to and shall be in accordance with the provisions of the Master Deed, this Trust (including the By-Laws and such administrative rules and regulations as the Trustees may adopt pursuant to this Trust), and all applicable laws, zoning

ordinances, rules, regulations and requirements of all governmental bodies having jurisdiction over the Condominium or the use and occupancy thereof.

The Trustees shall have the right (which right shall not be delegated) at any time and from time to time to adopt, amend and rescind reasonable administrative rules and regulations governing the operation, appearance and use of the Common Areas and Facilities including, without limitation, Common Areas and Facilities the exclusive use of which is for one or more Units, and otherwise providing for the administration of the Condominium as contemplated by the Master Deed and the Trust, and in interpretation thereof (the "Rules and Regulations"); provided, however, that any such Rules and Regulations shall not be promulgated and/or amended which will materially and adversely affect the holder of any first mortgage of which the Trustees have received notice without the written consent of such holder. Any such Rules and Regulations shall be consistent with provisions of the Master Deed, the By-Laws and Chapter 183A. Copies of such Rules and Regulations and any amendments or changes thereto shall be furnished by the Trustees to each Unit Owner and may be recorded with the Registry of Deeds. The Trustees may charge a reasonable fee for the provision of such copies.

The Master Deed, the By-Laws of this Trust and the Rules and Regulations, as from time to time amended, shall be enforced by the Trustees. The Trustees may eliminate any violation and the cost and expense of eliminating such shall be chargeable to the Unit Owner who himself or whose family, servants, employees, agents, visitors, lessees, tenants, licensees, or pets are responsible for such violation. The cost of so eliminating a violation caused by another than as specified shall be a Common Expense. The Trustees may also levy reasonable fines against the Unit Owner for such violations, and such fine shall constitute a portion of such Unit Owner's Common Expenses which shall be payable by the Unit Owner of such Unit upon demand and enforceable as a Common Expense. For each day a violation continues after notice it shall be considered a separate violation. In the case of persistent violation, the Trustees shall have the power to require the Unit Owner to post a bond, or other security as they may determine, to provide for adherence.

In enforcing the Master Deed, this Trust or the Rules and Regulations as to leased Units, the Trustees may proceed against, the Unit Owner, the tenant, or both as the Trustees, in their sole discretion may determine, including the imposition of fines. A failure of a tenant to pay a

fine upon demand shall constitute grounds for the Trustees to obtain the removal of such tenant from the Condominium as herein elsewhere provided.

Section 5.11. Property Manager. The Trustees may hire or appoint a Property Manager to assist in the administration of the Condominium who shall perform such duties in the administration, management and operation of the Condominium, including the incurring of expenses, the making of disbursements and the keeping of accounts, as the Trustees shall from time to time determine. The Property Manager so retained shall in all events fully comply with the applicable provisions of Chapter 183A. Notwithstanding the appointment of such a Property Manager, the Trustees shall retain ultimate control over the administration, management and operation of the Condominium.

Any such agreement for professional management of the Condominium shall be terminable without cause and without incurring payment of a termination fee on ninety (90) days' written notice. Such agreement may, additionally, be terminated for cause upon ten (10) days' notice; provided, however, that the Trustees may cure within such period. Notwithstanding this provision, there shall be no right of cure in regard to the misappropriation of the Condominium's funds upon which event termination may be had immediately upon notice.

Section 5.12. Insurance. The Trustees and the Unit Owners shall obtain and maintain the following insurance policies:

- A. Casualty Insurance. The Trustees shall obtain and maintain, to the extent reasonably obtainable and permitted by applicable law, so-called master policies of casualty insurance providing fire-with-extended coverage and so-called all risk coverage insurance, insuring the Condominium, including, without limitation, the Common Areas and Facilities, all of the Units with all fixtures, additions, alterations and improvements thereof, all heating and cooling equipment and other service machinery, apparatus, equipment and installations comprised in the Common Areas and Facilities, and also all such portions normally deemed to constitute part of the buildings and customarily covered by such insurance, but not including any furniture, furnishings, carpeting, wall coverings, light fixtures, appliances, or household and personal property belonging to and owned by individual Unit Owners or Tenants, in an amount equal to the full replacement cost thereof (as that term is used for insurance purposes), subject to such reasonable

deductible as the Trustees may determine, and which shall include, if available at a reasonable cost, so-called Agreed Amount, Inflation Guard, Construction Code and Replacement Cost Endorsements. The Trustees may purchase a so-called "blanket" policy covering all of the buildings, if there be more than one, if they deem it advisable. In determining full replacement value, the Trustees may reasonably rely upon the advice of the insurer or their agent. The name of the insured under such policy shall be stated in form, substance and effect similar to the following: "Trustees of the HERITAGE PLAZA CONDOMINIUM TRUST for use and benefit of the Unit Owners of HERITAGE PLAZA CONDOMINIUM and their mortgagees as their interests may appear". Such insurance shall contain the standard mortgagee clause and shall name the Trustees as Insurance Trustees for the use and benefit of all Unit Owners of the HERITAGE PLAZA CONDOMINIUM and their mortgagees as their interest may appear, with losses payable to and adjusted by the Trustees as Insurance Trustees in accordance with the provisions of these By-Laws. The Trustees may insure against such other hazards or risks of casualty 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, earthquake, flood and machinery explosion or damage.

B. Liability Insurance. The Trustees shall obtain and maintain, to the extent obtainable and/or applicable, master policies of insurance with respect to the Common Areas and Facilities for the benefit and protection of the Trust and all Unit Owners for: (i) comprehensive public liability insurance in such limits as the Trustees may, from time to time, determine but in no case less than \$1,000,000/\$1,000,000 in coverage, covering the Trust, the Trustees, the Property Manager, if any, and each Unit Owner with respect to liability arising out of ownership, maintenance or repair of the Common Areas and Facilities of the Condominium, such insurance providing for cross claims by the co-insureds, and containing a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Condominium Unit Owner because of negligent acts of the Trust, the Trustees or other Unit Owners, and other provisions commonly referred to as a "Special Condominium Endorsement" or its equivalent; (ii) workmen's compensation and employee's liability insurance; (iii) if applicable, boiler and machinery

insurance in such limits as the Trustees may, from time to time, determine but in no case less than \$2,000,000 or the insurable value of the building(s) housing the boiler or machinery, whichever is less; (iv) non-owned automobile liability insurance with the same limits as item (i) and (v) such other liability insurance as the Trustees may from time to time deem appropriate and desirable, including non-owned automobile liability insurance.

C. Fidelity Coverage. The Trustees shall obtain fidelity coverage against dishonest acts on the part of the Trustees, the Property Manager, if any, employees or volunteers responsible for handling funds belonging to Trust or administered by the Trustees. This fidelity insurance shall name the HERITAGE PLAZA CONDOMINIUM TRUST as the named insured and shall be written in an amount equal to the maximum amount that will be in the custody of the Trust at any one time, but in no event less than three months Common Expenses plus all reserves. In connection with such coverage, an appropriate endorsement to the policy to cover persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

D. Directors And Officers Liability Insurance. The Trustees shall obtain Directors and Officers Liability Insurance in such amounts and upon such terms as they deem appropriate, but at least equal to their general liability policy limits provided above.

E. FHLMC And FNMA Insurance Requirements. If the Federal Home Loan Mortgage Corporation (FHLMC) or the Federal National Mortgage Trust (FNMA) or any other so-called Secondary Mortgage Market Agency holds any interest in one or more mortgages on Units of which the Trustees have received notice, the Trustees shall obtain and maintain, to the extent reasonably obtainable, such other insurance as may be required from time to time by whichever of FHLMC, FNMA or other holds any interest in one or more mortgages on Units. All such policies shall be in such amounts and contain such terms as may be required from time to time by whichever of FHLMC, FNMA or other holds such interest.

F. Unit Owners' Insurance. Unit Owners shall be required to carry insurance for their own benefit insuring their furniture, furnishings and other personal property located within their respective Units or its appurtenances, and for such as is not covered by the Condominium master policies - particularly any deductible - and that they ensure that the

existence and application of the deductible on the Condominium master policy shall be treated as if there was no insurance coverage for the purposes of the application of any so-called other insurance clause on a Unit Owner's individual policy; provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Trustees shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner, or if so effected, it shall be deemed that the Unit Owners' insurance coverage has been assigned to the Trust to the extent of such effect. Unit Owners shall in all events maintain liability insurance covering damage to the Property in such reasonable amounts as the Trustees may determine and, upon request, provide evidence thereof to the Trustees.

G. Terms And Conditions Of Policies. Policies for casualty insurance, and to the extent applicable, such other policies of insurance, shall provide: (i) that the insurance company waive any right of subrogation against the Trustees, their agents and employees, and the Unit Owners, their respective employees, agents, tenants and guests to the extent they are not specifically obligated hereunder; (ii) that the insurance shall not be prejudiced by any act or neglect of any Unit Owners or occupants or any other person or firm (including employees and agents of the Trustees) when such act or neglect is not within the control of the Trustees (or Unit Owners collectively) or by failure of the Trustees (or Unit Owners collectively) to comply with any warranty or condition with regard to any portion of the premises over which the Trustees (or Unit Owners collectively) have no control; (iii) that such policies may not be cancelled or substantially modified without at least twenty (20) days' prior written notice to all Unit Owners and mortgagees of Units to whom certificates of insurance have been issued; (iv) that recovery thereunder shall not be affected on account of the availability of proceeds under any policies obtained by individual Unit Owners covering their Units; and (v) if obtainable, that the company shall waive any right it may have under the policy to repair or restore damage should the Unit Owners elect to terminate the Condominium because of such damage.

Such insurance policies may provide for a reasonable deductible from the coverage thereof as determined by the Trustees in their sole discretion. In the event of

any loss which relates in part to insurable portions of a Unit, or Units, and/or in part to the Common Elements, the Trustees shall apportion the deductible amount directly proportional to the amount of such loss related to such Unit, or Units, and/or the amount of the loss related to the Common Areas and Facilities. Where such loss is solely to a Unit, the deductible amount shall be borne solely by the Unit Owner thereof. Where such loss is solely to the Common Elements, such shall be borne from the common funds. Additionally, all costs of adjusting and/or administering a loss shall be so apportioned and deducted from the insurance proceeds.

H. Insurance Appraisal. The Trustees may obtain an appraisal of the full replacement cost of the property to be insured in accordance with the foregoing provisions of this Section, without deduction for depreciation, for the purpose of determining the amount of insurance to be maintained pursuant to this Section and/or may rely thereon, or upon the advice of the Trust's insurance agent as to the amount of necessary coverage. If the Trustees in their discretion deem it necessary, they shall upon notification of improvements to be made to a Unit by a Unit Owner increase the insurance coverage afforded by said master policy.

I. Trustees As Insurance Trustees. The Trustees (i) shall have exclusive authority to negotiate all losses as herein provided for, (ii) shall collect and receive all loss insurance proceeds, and (iii) shall hold, use, apply and disburse the same in accordance with the applicable provisions of these By-Laws for the benefit of the Unit Owners and their respective mortgagees. With respect to losses which affect portions or elements covered by such insurance of more than one Unit and/or the Common Elements to different extends, the proceeds relating thereto shall be used, applied and disbursed by the Trustees in their judgment in a fair and equitable manner, primarily based upon the relative losses.

J. Authorized Insurance Representative. Notwithstanding any of the forgoing provisions and requirements to the contrary relating to physical damage or liability insurance, there may be named as an insured, on behalf of the Trustees, the Trustees' authorized representative, including any Trustee, with whom such Trustees may enter into any Insurance Trust Agreement or any successor to such Trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such physical damage or public liability

insurance. Each Unit Owner appoints the Trustees, or any Insurance Trustee or substitute Insurance Trustee designated by the Trustees, as his attorney-in-fact for the purpose of purchasing, maintaining and administering such insurance, including without limitation the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose.

K. Notification Of Mortgagees. The Trustees, shall, when requested by mortgagees of Units, give written notice to such mortgagees of such loss to the Common Areas and Facilities, or to the Unit mortgaged, as the mortgagee requests.

L. Certificates Of Insurance. Certificates of insurance with proper mortgagee endorsements, when requested, shall be issued to Unit Owners or their designees. The Trustees may charge a reasonable fee for issuing such certificates.

M. Notification To Trustees Of Improvements. Each Unit Owner shall notify the Trustees in writing of all improvements to his/her Unit (except personal property other than fixtures) which exceed a total value of Ten Thousand Dollars (\$10,000.00) within twenty (20) days after the commencement of construction or installation of such improvement, and upon receipt of such notice, the Trustees shall notify the insurer under any casualty policy obtained pursuant to this Section of such improvements and shall, if necessary, purchase additional casualty insurance in such amounts as may be required under this Section. Any premium increase caused by insuring such improvements may be assessed to the Owner of the improved Unit as a Common Expense attributable to such Unit. No Unit Owner shall be entitled to receive insurance proceeds for repair, replacement or restoration of any such improvement not so reported to the Trustees, unless otherwise consented to the Trustees.

N. Waiver Of Claims. To the extent the Trustees maintain the casualty insurance herein provided for, the Unit Owners shall be precluded from making any claim against the Trust and/or its Trustees for property damage to the Units and/or the property of the Unit Owner kept within the Condominium and the Unit Owners shall look solely to such property insurance as they may personally maintain.

Section 5.13. Meetings. Meetings of the Unit Owners shall be governed by the provisions of Article IV, Section 4.3 (Meetings of Unit Owners), above. Meetings of the Trustees shall be governed by the provisions of Article IV, Section 3.5 (Trustee Meetings; Quorum), above.

Section 5.14. Notices To Unit Owners. Unless otherwise required by applicable law or order of court, every notice to any Unit Owner required under the provisions hereof, or which may be deemed by the Trustees as necessary or desirable in connection with the administration of the Condominium or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such Unit Owner by leaving such notice, or mailing it postage prepaid and addressed to such Unit Owner, at his address at the Condominium, unless such Unit Owner has designated in writing to the Trustees some other address for the receipt of notices. Such notice shall be given within such time period as herein, or by such court, required, and if there be no specified period then at least seven (7) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given.

Section 5.15. Inspection Of Books; Reports to Unit Owners. The books, accounts and records of the Trustees and of the organization of Unit Owners shall be open to inspection to any one or more of the Trustees, to the Unit Owners and to first mortgagees. The Trustees may, however, subject to and in accordance with the applicable provisions of Chapter 183A, adopt reasonable rules and impose reasonable restrictions upon such access, including, but not limited to hours and place of availability, fees for reproduction, access only for Condominium related purposes, and provision for the maintenance of confidentiality as to appropriate records.

Within one hundred and twenty (120) days of the end of the fiscal year, the Trustees shall cause to be provided to the Unit Owners a report of the operations of the Trust for such fiscal year, which report shall include a financial statement prepared in conformity with so-called review standards by a certified public accountant and which shall include a balance sheet, income and expense statement and statement of funds.

A. Audit. Any Unit Owner, at his sole cost and expense, may at any time have the financial records of the Condominium audited by a certified public accountant of his choosing. The Trustees shall fully cooperate therein; provided, however, that the auditing Unit Owner shall pay upon demand all reasonable costs and expenses incurred by the Trust in regards thereto.

B. FNMA, FHLMC, GNMA Requirements. In addition, if FNMA, FHLMC, or GNMA holds any interest in one or more mortgages on Units, such annual financial statement shall be audited by and contain the certification of a public accountant if required by whichever of FNMA, FHLMC or GNMA (or two or all three) holds such interest, and the cost of such audit and certification is to be paid by the Trustees as a common expense.

Section 5.16. Checks, Notes, Drafts, And Other Instruments. Except as to reserve accounts, checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any Trustee, or by the Property Manager, if any, to whom such power may at any time or from time to time be delegated. Checks drawn on the Trust's reserve account(s) shall be signed by at least two Trustees, unless only one Trustee is serving in which case only that Trustee need sign.

Any instrument, other than above or elsewhere provided, signed by any one, or more, Trustees which contains or is accompanied by a certification that said Trustee, or Trustees, are authorized to execute and deliver the same by appropriate vote of the Trustees shall be conclusive evidence in favor of every person relying thereon or claiming thereunder.

A. Seal. The Trustees may sign any instrument under seal without being required to affix a formal, common or wafer seal.

Section 5.17. Fiscal Year. The fiscal year of the Trust shall be each calendar year ending December 31 or such other date as may from time to time be determined by the Trustees.

Section 5.18. Sale or Lease of Units. A Unit Owner may, subject to the restrictions in the Master Deed and in this Declaration of Trust, including the By-Laws herein, sell, assign, lease, mortgage, or otherwise transfer all of his interest in his Unit(s), together with: (i) the undivided interest in the Common Areas and Facilities appurtenant thereto; (ii) the exclusive right of such Unit Owner to use the Limited Common Elements to which said Unit Owner has an exclusive right of use; (iii) the interest of such Unit Owner in any Units theretofore acquired by the Trustees or their designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (iv) the interest of such Unit Owner in any other assets of the Condominium—(i), (ii), (iii) and (iv) above hereinafter collectively called the “Appurtenant Interests”—in the manner set forth below:

A. Subjection to Condominium Documents. Any deed to a purchaser or lease

to a lessee shall expressly provide, or in the absence of such be deemed to provide, that the acceptance thereof shall constitute an assumption of the provisions of the Master Deed, this Declaration of Trust including the By-Laws herein, and the Rules and Regulations promulgated hereunder, as the same may be amended from time to time. Any such lease shall be consistent with the restrictions contained in the Master Deed and the Declaration of Trust, and shall provide, or in the absence of such be deemed to provide, that the Trustees shall have the power to terminate such lease and/or to bring summary process proceedings to evict the tenant in the name of the landlord thereunder (i) in the event of default by the tenant in the performance of such lease, (ii) in the event of the creation, continuance or sufferance of a nuisance in or about the premises, or (iii) in the event of a violation of the provisions of this Master Deed, the Declaration of Trust and/or the Rules and Regulations.

B. No Partition or Severance. No Unit Owner shall execute any deed, lease, mortgage or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein, except as otherwise provided in the Master Deed or in this Declaration of Trust as to Additional Parking Space(s) or Additional Storage Locker(s). No part of the Appurtenant Interests of any Unit may be sold, leased, transferred or otherwise disposed of, except as part of a sale, lease, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, lease, transfer or other disposition of such part of the Appurtenant Interests of all Units, except as otherwise provided in the Master Deed or in this Declaration of Trust as to Additional Parking Space(s) or Additional Storage Locker(s). The foregoing provisions of this paragraph shall not be construed as precluding assignment of Additional Parking Space(s) or Additional Storage Locker(s), separate and apart from any deed, lease, mortgage or other instrument conveying or mortgaging title to a Unit, to the extent provided for in this Master Deed or in the Declaration of Trust.

Section 5.19. Determining Value. If the value of a unit or of the Condominium is to be ascertained pursuant to Chapter 183A, Section 17, the applicable provisions of Article V, Section 5.5 (Rebuilding, Restoration and Condemnation) above, shall apply. If any determination of

value of a unit or of the Condominium is to be ascertained pursuant to Chapter 183A, Section 19, the applicable provisions of Article VII, Section 7.3 (Actions Upon Termination). The foregoing provisions of this Section are intended to comply with Section 17 and Section 19, respectively, of the Chapter 183A and to be, in addition, consonant with the requirements of FHLMC and FNMA. To the extent there is a conflict between the provisions of Article V, Section 5.5 or Article VII, Section 7.3, and the provisions of Chapter 183A, Section 17 or Section 19, the said provisions of Chapter 183A shall control.

Section 5.20 Restrictions on Use of Units and Common Areas and Facilities.

A. In order to provide for congenial occupancy of the property and for the protection of the values of the Units, the use of the property shall be restricted to the uses and purposes set forth in the Master Deed of the Condominium.

B. The Common Areas and Facilities shall be uses only for the purposes for which they are reasonably suited and which are incident to the use and occupancy of Units.

C. No sign, plaque or communication of any description shall be placed in the window of or on the exterior of any Unit or Common Areas and Facilities by a Unit Owner without the prior written reasonable approval of the Trustees.

Section 5.21 Water Charges. Water shall be supplied to all of the Units and the Common Areas and Facilities through one or more building meters and the Trustees shall pay, as a common expense, all charges for water consumed on the Premises, including the Units (except such Units as may be separately metered or sub-metered at any time), promptly after the bills for the same shall have been rendered; provided, however, that the Trustees shall have the right to install a metering system to measure use by each Unit, in which event the cost for water shall be billed apart from the bill for common expenses, but the right in the Trustees for the collection thereof shall be the same as if it were common expenses.

Section 5.22 Electricity. Electricity shall be supplied by the public utility company serving the area through a separate meter and each Unit Owner shall be required to pay the bills for electricity consumed or used in his Unit. The electricity serving the Common Areas and Facilities shall be separately metered, and the Trustees shall pay all bills for electricity consumed in the Common Areas and Facilities as a common expense.

Section 5.23 Heat and Hot Water. The Trustees shall pay, as a common expense, heating costs for fuel (oil) to the common boiler and hot water, provided that the Trustees shall have the right,

as to fuel for the common boiler, to install a metering system to measure use by each Unit, in which event the cost for heat and hot water shall be billed apart from the bill for common expenses, but the right in the Trustees for collection thereof shall be the same as if it were common expenses.

Section 5.24. Mortgages. Any Unit Owner may, without the prior written approval of the Trustees, mortgage his Unit to any person, firm or entity.

A. Notice To Trustees. A Unit Owner who mortgages his Unit shall notify the Trustees of the name and address of his mortgagee, and the Trustees shall maintain such information in a separate book.

B. Notice Of Unpaid Common Charges Or Other Default. The Trustees, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid Common Charges due from, or any other default by, the Unit Owner of the mortgaged Unit, if any such default is not cured within sixty (60) days of default.

C. Approval of First Mortgagees. Unless at least seventy-five per cent (75%) of the Individual Unit first mortgagees (based upon one vote for each first mortgage owned) of Condominium Units have given their prior written approval, the Trustees (acting in their capacity as Trustees) shall not be entitled to:

- (1) by act or omission, seek to abandon or terminate the Condominium regime;
- (2) change the pro rata interest or obligations of any Condominium Unit for (i) purposes of levying assessments or charges or allocating distribution of hazard insurance proceeds or condemnation awards and for (ii) determining the pro rata share of ownership of each Unit in appurtenant real estate and any improvements thereon which are owned by the Unit Owners in the Condominium project in undivided pro rata interests (Common Elements);
- (3) partition or subdivide any Condominium Unit;
- (4) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer (except by lease) the Common Elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the

Common Elements by the Condominium project shall not be deemed a transfer within the meaning of this Section;

- (5) use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such improvements, except as provided by statute in case of substantial loss to the Units and/or Common Elements of the Condominium;
- (6) provided further, however, that if FNMA holds any interest in one or more mortgages of Units, the prior written approval of all holders of first mortgages must be obtained for the following:
 - (i) the abandonment of the condominium status of the Condominium except for abandonment provided by statute in case of substantial loss to the Units and Common Areas and Facilities;
 - (ii) the partition or subdivision of any Unit or of the Common Areas and Facilities;
 - (iii) a change in the beneficial interest of any individual unit.

D. Liens. All taxes, assessments and charges which may become liens prior to a first mortgage on a Unit under local law shall relate only to the individual Units and not the Condominium as a whole.

E. Notice. The Trustees shall give written notice to all mortgagees listed with the Trust of any loss to, or taking of, the Common Areas and Facilities of the Condominium if such loss or taking exceeds ten thousand dollars (\$10,000.00), and in addition, if the loss or taking to any Unit exceeds ten thousand dollars (\$10,000.00), then the Trustees shall give written notice of such loss or taking to the mortgagees listed as holding mortgages on that Unit. In addition, if FNMA, FHLMC or GNMA (or two or all three) holds any interest in one or more mortgages on Units, then whenever any Unit and/or the Common Areas and Facilities sustain loss as described herein, the Trustees shall give written notice of such loss to such persons or entities as may be required, whichever of FNMA, FHLMC or GNMA (or two or all three) holds such interest.

F. Assignment Of Unit Owner Rights. The right of any Unit Owner to vote, to grant or withhold any consent, and to exercise any other right or option herein granted to a Unit Owner may be assigned or transferred in writing to, or restricted in favor of, any

mortgagee of a mortgage covering that Owner's Unit, and the Trustees and all other persons shall be bound by any such assignment of which they have actual written notice.

Section 5.25 Parking Spaces.

A. Pursuant to Section 7(B) of the Master Deed, a Unit Owner may assign an Additional Parking Space(s) easement to another Unit Owner, as appurtenant to such other owner's Unit. In addition to any requirements contained in the Master Deed, or elsewhere in these By-Laws or the Rules and Regulations, no assignment of an Additional Parking Space(s) easement shall take effect unless, and until, all of the following conditions have been satisfied: (a) the assignment shall be made by written instrument, in a form approved by the Trustees, signed and acknowledged by the Unit Owner making the assignment; (b) the assignment shall be accepted by written instrument, in a form approved by the Trustees, signed and acknowledged by the Unit Owner receiving the assignment; (c) the assignment shall be recorded with the Registry of Deeds; and (d) the assignment shall be to another Unit Owner only. Notwithstanding the foregoing, no such assignment shall be made if, upon recording of such assignment, (i) there shall be no parking space easement appurtenant to the Unit of the Unit Owner who made the assignment, or (ii) there shall be more parking space easements appurtenant to the Unit of the Unit Owner receiving the assignment than the maximum number permitted, at any one time, under the Master Deed. The terms "Additional Parking Space(s)" and "assign," as used in this paragraph, shall have the same meaning as applies to each such term under Section 7(B) of the Master Deed.

B. Any Unit Owner may contract with another Unit Owner, or with a tenant of a Unit, to lease or license a parking space easement appurtenant to his or her Unit, on such terms and conditions as comply with the Condominium Documents and, otherwise, as he or she may determine. Any lease or license of a parking space easement to a tenant of a Unit shall be in writing, and the Unit Owner of the tenanted Unit shall be liable to the Trust for any act, omission, injury, damage, or violation of the condominium documents or Chapter 183A caused or permitted by such lessee or licensee, or by any other person using such parking space easement pursuant to such lease or license. Any Unit Owner also may lease or license a parking space easement to the Trust.

C. Notwithstanding the foregoing, the Trustees may adopt Rules and Regulations with regard to the use of the parking areas and facilities, including the parking space easements, on the Premises, which rules and regulations may provide, without limiting the generality of the foregoing, for the regulation or prohibition of the leasing or licensing of parking space easements at any time or from time to time.

D. As used herein, the term "Additional Parking Space(s)" shall have the same meaning as in the Master Deed.

Section 5.26 Storage Lockers.

A. Pursuant to Section 7(D) of the Master Deed, a Unit Owner may assign an Additional Storage Locker(s) easement to another Unit Owner, as appurtenant to such other owner's Unit. In addition to any requirements contained in the Master Deed, or elsewhere in these By-Laws or the Rules and Regulations, no assignment of an Additional Storage Locker(s) easement shall take effect unless, and until, all of the following conditions have been satisfied: (a) the assignment shall be made by written instrument, in a form approved by the Trustees, signed and acknowledged by the Unit Owner making the assignment; (b) the assignment shall be accepted by written instrument, in a form approved by the Trustees, signed and acknowledged by the Unit Owner receiving the assignment; (c) the assignment shall be recorded with the Registry of Deeds; and (d) the assignment shall be to another Unit Owner only. Notwithstanding the foregoing, no such assignment shall be made if, upon recording of such assignment, there shall be no storage locker easement appurtenant to the Unit of the Unit Owner who made the assignment, or if there shall be more storage locker easements appurtenant to the Unit of the Unit Owner receiving the assignment than the maximum number permitted, at any one time, under the Master Deed or these By-laws. The terms "Additional Storage Locker(s)" and "assign," as used in this paragraph, shall have the same meaning as applies to each such term under Section 7(D) of the Master Deed.

B. Any Unit Owner may contract with another Unit Owner or with a tenant of another Unit Owner to lease or license a storage locker appurtenant to such Unit Owner's Unit, on terms and conditions in the discretion of such Unit Owner. Any lease or license of a storage locker easement to a tenant or a Unit Owner shall be in writing, and the Unit Owner shall be liable to the Trust for any act, omission, injury, damage, or violation of the condominium documents or Chapter 183A caused or permitted by such lessee or licensee, or by any other person using such

parking space easement pursuant to such lease or license. Any Unit Owner also may lease or license a storage locker easement to the Trust.

C. Notwithstanding the foregoing, the Trustees may adopt Rules and Regulations with regard to the use of the storage lockers, which rules and regulations may provide, without limiting the generality of the foregoing, for the regulation or prohibition of the leasing or licensing of storage locker easements.

D. The storage locker easements shall be subject to the restrictions on use, ownership, and transfer set forth in the Master Deed and in these By-Laws, including in any Rules and Regulations promulgated hereunder.

E. As used herein, the term "Additional Storage Locker(s)" shall have the same meaning as in the Master Deed.

Section 5.27. Information To Be Provided By Unit Owners To Trustees And Tenants. Each Unit Owner shall provide to the Trustees, at such times and in such manner and form as the Trustees shall require, that information and data as the Trustees may reasonably require in and for the efficacious performance of the Trustees' duties as herein provided. Such information and data shall include, but shall not be limited to:

- A. The name and mailing address of the Unit Owner(s).
- B. The names of all occupants of the Unit, except guests of less than thirty (30) days duration.
- C. The name and address of all mortgagees, including the applicable loan numbers.

In the event, and at the time a Unit Owner should assign, lease, sell or otherwise transfer his interest in his Unit, such Unit Owner shall notify the Trustees of the name and address of the person to whom he is so transferring the Unit whereupon the Trustees shall provide such person with copies of the Master Deed, this Trust and the Rules and Regulations promulgated thereunder, as they may then be amended. The Trustees may charge such Unit Owner a reasonable fee for the provision of said documents and require a receipt for the provision of the documents.

Unit Owners who lease, let and/or rent their Units shall provide to the tenant the name, address, and telephone number of the person responsible for the maintenance of the Unit and the

name of the person responsible for the maintenance of the Common Elements, which latter shall be provided to the Unit Owner by the Trustees.

Section 5.28. Unit Owner and Resident Responsibility. Except as may be otherwise specifically provided herein, a Unit Owner shall be fully responsible for the acts and omissions, feausance, malfeasance and misfeasance, and all other conduct of his family members, servants, agents, employees, invitees, lessees, tenants, licensees, guests, pets or others upon the Property at the behest of the Unit Owner. Residents, subsidiarily, shall be so responsible for those upon the Property at their behest.

Section 5.29. Voting, Consents And Action Thereon. In regard to such actions and things as to which the consent or vote of the Unit Owners is required, unless a shorter period or requirement is imposed hereunder or by applicable law, the Trustees shall have a period of six (6) months in which to obtain such consent or vote, including any required mortgagee consent. No Unit Owner may, after giving his consent or vote, rescind, modify or revoke such during said period. Should a Unit be sold during said period after the giving of such consent or vote, such consent or vote shall remain valid notwithstanding the change of ownership.

Upon any consent or vote of the Unit Owners, and mortgagees, which authorizes or contemplates the taking of action or doing of a thing, such consent or vote shall be deemed a nullity unless the contemplated action or thing is undertaken (but not necessarily completed) within six (6) months of securing the requisite consent or vote.

Section 5.30. Acquisition Of Units By Trustees. Acquisition of Units by the Trustees for the Trust may be made from the common funds in the hands of the Trustees, or if such funds are insufficient, the Trustees may levy an assessment against each Unit Owner in proportion to his Beneficial Interest, as a Common Charge, or the Trustees, in their discretion, may borrow money to finance the acquisition of such Unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, to be so acquired by the Trustees and/or a pledge of the Common Funds.

Section 5.31. Right Of Access. The Trustees or any other person authorized by the Trustees, shall have a right of access to any Unit, and/or Common Areas to which a Unit has an exclusive right of use, for the purpose of making inspections, or for the purpose of correcting any conditions originating in the Unit and/or said Common Areas, or threatening another Unit or the

Common Areas and Facilities, or for any other purpose reasonably necessary for the proper maintenance or operation of the Condominium, or for any other purpose as herein provided for which access to a Unit and/or said Common Areas is necessary; provided, however, that such entry is made after advanced notice and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, or in such case as a Unit Owner fails to cooperate with the Trustees after notice as aforesaid, such right of entry shall be immediate, and without notice where such is impractical. In furtherance hereof, each Unit Owner may be required to provide to the Trustees duplicate keys to all locks upon every means of access to a Unit and said Common Areas.

Section 5.32. Enforcement Of Charges, Fines, Obligations. Any charge, fine, or other financial obligation to, of or on any Unit Owner, and/or Unit herein provided for shall constitute a lien upon such Unit and be enforceable to the same manner and extent as for Common Expenses provided for in this Declaration and Section 6 of Chapter 183A.

Section 5.33. Attorneys Fees And Costs. In such case as it is necessary for the Trustees to engage the services of an attorney, or attorneys, for the purpose of enforcing against a Unit Owner, tenant, occupant, or other person bound thereby, any provision of the Master Deed, the By-Laws, the Rules and Regulations, or obligations thereunder, and/or for the purpose of defending any action brought by such person(s), and the Trustees should prevail thereon, said Unit Owner, tenant, occupant or other such person shall be liable for, in addition to any other liability, the fees and costs of such attorneys in so proceeding thereto, including the fees of all experts engaged in connection therewith. As to Unit Owners, the amount of such fees and costs shall constitute a lien upon the Unit enforceable to the same manner and extent as a lien for Common Expenses, and the Unit Owner shall be personally liable therefor.

ARTICLE VI

Rights And Obligations Of Third Parties Dealing With The Trustees

Section 6.1. Third Parties' Reliance. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in the Registry of Deeds shall be bound to ascertain or inquire further as to the identity of said Trustees or of any changes therein. The receipts of the Trustees, or any one of them, for moneys or things paid or delivered to them, or him, shall be effectual discharges therefrom to the persons paying or delivering the same and no person from whom the Trustees, or any one or more of them, shall receive any money, property

or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was Trust Property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or from which sale, mortgage, pledge or charge is herein authorized or directed, nor otherwise as to the purpose or regularity of any of the acts of the Trustees, or any one or more of them, purporting to be done in pursuance of any of the provisions or powers herein contained, nor as to the regularity of the resignation, election or appointment of any Trustee.

Section 6.2. Personal Liability Excluded. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them, or any of them, against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceeding, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees, shall look only to the Trust Property for payment under contract or claim, or for the payment of any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the Unit Owners, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under provisions of Chapter 183A.

Section 6.3. All Instruments Subject To Terms Hereof. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express reference shall have been made to this instrument.

Section 6.4. Recording. These By-Laws and any amendments hereto and any certificate herein required to be recorded and any other certificate or instrument signed by any two (2) Trustees which may be deemed desirable to record shall be recorded with the Registry of Deeds and such recording shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the

Trustees, the Property and/or the Trust Property or any beneficiary hereunder shall be held to have notice of any alteration or amendment of these By-Laws, or change of Trustee or Trustees, when the same shall be recorded with said Registry of Deeds. Any certificate signed by a majority of the Trustees in office at the time (or one Trustee if there be but one) setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by any Trustee hereunder, or by a majority of the Trustees hereunder, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustee or majority, as the case may be, shall as to all persons acting in good faith in reliance thereon be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

Section 6.5. Certificates Of Incumbency And Address. The Trustees shall from time to time, as required by Chapter 183A and/or these By-Laws, record with the Registry of Deeds appropriate instruments reflecting the composition of the Board of Trustees and the mailing address of this Trust.

ARTICLE VII

Amendment And Termination

Section 7.1. Amendments To Declaration of Trust. The Trustees may at any time and from time to time amend, alter, add to or change this Declaration of Trust, including the By-Laws herein, in any manner or to any extent, provided such amendment, alteration, addition, or change is consented to in writing by the Unit Owners holding at least sixty-six and two-thirds percent (66 2/3%) of the Beneficial Interest, or if such amendment, alteration, addition or change affects a provision then requiring more than such percentage, then by such larger percentage; provided, always, however, that no such amendment, alteration, addition or change (a) according to the purport of which, the percentage of the Beneficial Interest hereunder of any Unit Owner would be altered, or in any manner or to any extent whatsoever modified or affected so as to be different than the percentage of the Undivided Interest of such Unit Owner in the Common Areas and Facilities as set forth in said Master Deed, except as may be provided for elsewhere

hereunder or in the Master Deed, other than by consent of the Unit Owners specified in the Master Deed; or (b) which would impair the security of a first mortgage or record on a Unit which has not been assented to by the holder(s) thereof; or (c) which would render this Trust contrary to or inconsistent with any requirements or provisions of Chapter 183A, shall be valid or effective. All consents necessary hereto shall be obtained within six (6) months of the date of signature of the first consent. Any consent once given may not be revoked. In such case as a Unit is sold during the six month consent period, the consent of the seller shall bind the purchasing Unit Owner and their mortgagee.

- A. Effective Date Of Amendment. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with the Registry of Deeds an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged by a majority of the Trustees then in office, setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners and/or mortgagees herein required to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity thereof, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons, and for all other purposes. No such amendment, addition or change shall be of any effect unless such instrument is so recorded within six (6) months of the date of the first consent thereto.

Section 7.2. Termination. The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure therefor set forth in Section 19 of Chapter 183 and the Master Deed.

Section 7.3. Actions Upon Termination. Upon the termination of this Trust, the Trustees may, subject to and in accordance with provisions of Chapter 183A, sell and convert into money the whole of the Trust Property or any part or parts thereof, and, after paying or satisfying all known liabilities and obligations of the Trust and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, all other property then held by them in Trust hereunder, to the Unit Owners as tenants in common, according to their respective percentages of Beneficial Interest. In making any sale under this provision, the Trustees shall have power to sell by public auction or private contract and to buy

in or rescind or vary any contract of sale and to resell without being answerable for loss and, for said purposes, to do all things, including the execution and delivery of instruments, as may be their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of Trust Property may have passed.

Notwithstanding anything to the contrary contained in this Section, in the event that any Unit Owner shall dissent from any determination of the Trustees with respect to the value of the Condominium or any other determination or action of the Trustees under this Section by notice in writing to the Trustees within ten (10) days after such determination or action, and such dispute shall not have been resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owner may submit the matter to arbitration, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Trust.

ARTICLE VIII

Construction, Interpretation And Waiver

In the construction hereof, whether or not so expressed, words used in the singular or in the plural, respectively, include both the plural and the singular, words denoting males include females and words denoting persons include individuals, firms, Trusts, companies (joint stock or otherwise), Trusts and corporations unless a contrary intention is to be inferred from them or required by the subject matter or context. The title headings of different parts hereof are inserted only for the convenience of reference and are not to be taken to be any part hereof nor to control or affect the meaning, construction, interpretation or affect hereof. All the Trusts, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts. Unless the context otherwise indicates, words defined in Chapter 183A shall have the same meaning herein and to the extent of any conflict between the terms hereof and the requirements of said Chapter 183A, the latter shall govern. Unless otherwise stated herein, capitalized words used herein shall have the same meaning as contained in the Master Deed, and to the extent of any conflict between the capitalized words used herein and the same words used in the Master Deed, the latter shall govern. The invalidity of any part of this Trust shall not impair or affect in any manner the validity, enforceability or effect of the

balance of this Trust. No restriction, condition, obligation or provision contained in this Trust shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

[Signatures appear on next page]

IN WITNESS WHEREOF, we, the undersigned, being a majority of the Trustees of the Heritage Plaza Condominium Trust, having obtained the consent in writing of Unit Owners holding not less than seventy-five percent (75%) of the beneficial interest under the Trust, have set our hands and seals this 13TH day of SEPTEMBER 2011.

HERITAGE PLAZA CONDOMINIUM TRUST

By its Board of Trustees,

Scott A. Broughton

Scott Broughton, Trustee

and not individually

Thomas Capuzzo

Tom Capuzzo, Trustee

and not individually

Chris O'Connell Trustee

Chris O'Connell, Trustee

and not individually

William Rossiter

Bill Rossiter, Trustee

and not individually

Thomas Walsh

Tom Walsh, Trustee

and not individually

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 13 day of September, 2011, before me, the undersigned notary public, personally appeared Scott A. Broughton, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee(s) of Heritage Plaza Condominium Trust.

Dolores H. Joseph
Notary Public
My Commission Expires: 1/18/2013
Print Notary Public's Name: DOLORES H. JOSEPH
Qualified in the Commonwealth of Massachusetts