

K. The consent of the owners of Units to which at least sixty-seven percent (67%) of the votes in the Trust are allocated and the approval of holders of eligible mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to eligible mortgages, shall be required to add or amend any material provisions of the Condominium documents of the Condominium, which establish, provide for, govern or regulate any of the following:

- (1) Voting;
- (2) Assessments, assessment liens or subordination of such liens;
- (3) Reserves for maintenance, repair and replacement of the common areas (or Units if applicable);
- (4) Insurance or Fidelity Bonds;
- (5) Rights to use common areas;
- (6) Responsibility for maintenance and repair of the several portions of the Condominium;
- (7) Expansion of contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project;
- (8) Boundaries of any Unit;
- (9) The interests in the common areas;
- (10) Convertibility of Units into common areas or of common areas in the Units;
- (11) Leasing of Units;
- (12) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell,

transfer, or otherwise convey his or her Unit;

(13) Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of mortgages on Units.

L. Any Lease or Rental Agreement must be in writing and be subject to the requirements of the Master Deed and Condominium Trust. No Unit may be leased or rented for less than thirty (30) days.

M. Any eligible mortgage holder that does not deliver or post to the Trustees a negative response within thirty (30) days of a written request by the Trustees for approval of any non-material addition or amendment shall be deemed to have consented to the addition or change set forth in such request. Certificate by the Trustees making reference to this section, when recorded at the Registry, shall be conclusive as to the facts therein set forth as to all parties and may be relied pursuant to the provisions of the Trust.

N. The Master Deed and the Condominium Association shall not be altered, amended or otherwise changed if such alteration or amendment will, in any manner, disqualify mortgages of residential Units in the condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA). All provisions of this Trust and the Master Deed shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.

**Section 5.8. Restrictions, Requirements, Rules and Regulations.**

The use of the Condominium and each Unit Owner's Unit shall

be restricted to and shall be in accordance with the provisions of said Master Deed, this Trust (including the rules and regulations promulgated pursuant hereto), 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 Board of Trustees may eliminate any violation of any such provisions and the cost of expense eliminating same shall constitute a common expense; except, however, that if a violation is caused in whole or in part by any Unit Owner, his family, servant, employees, agents, visitors, lessees, or licensees, the cost and expense of eliminating such violation, or such portion of such cost and expense as the Trustees may determine, shall be charged to the Unit of such Unit Owner, and shall constitute a portion of such Unit Owner's common expenses as the Trustees may determine, shall be charged to the Unit of such Unit owner, and 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 enforced in accordance with the provisions of this paragraph and Section 6 of said Chapter 183A, as amended.

The Board of Trustees has adopted the Rules and Regulations (the "Rules and Regulations"), set forth in Schedule A annexed hereto, containing such restrictions on and requirements respecting the use and maintenance of the Units and the use of the common areas and facilities as are consistent with provisions of said Master Deed and are designed to prevent unreasonable interference with the use by Unit Owners of their Units and of the common areas and facilities. The Rules and Regulations are

hereby expressly made a part of and incorporated by this reference into the By-Laws of this Trust.

The Board of Trustees may at any time and from time to time amend, alter, add to or change the Rules and Regulations in accordance with the provisions of this Trust.

The Trustees shall have the non-delegable right at any time and from time to time to adopt, amend and rescind administrative rules and regulations governing the details of the operation and use of the common areas and facilities provided same are not inconsistent with the Rules and Regulations set forth in Schedule A hereto. A majority of the Unit Owners present in person or by proxy at a duly held meeting of Unit Owners (as provided in Section 5.10B of this Article V) may overrule the Trustees. Copies of such administrative rules and regulations and any amendments thereof shall be furnished by the Trustees to each Unit Owner not less than fifteen (15) days prior to the effective date thereof.

The Rules and Regulations, as from time to time amended, and the administrative rules and regulations of the Trustees shall be enforced by the Trustees. The Trustees may eliminate any violation of any such rules and regulations and the cost and expense of eliminating same shall be chargeable to the Unit Owner who himself or whose family, servants, employees, agents, visitors, lessees, licensees, or pets are responsible for such violation and 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 until same is paid by such Unit Owner shall constitute a lien against such Unit pursuant to the provisions of

this paragraph and Section 6 of said Chapter 183A.

Section 5.9. Sales and Mortgages of Units No Severance of Ownership.

No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the interest of such Unit Owner in any other assets of the Trust (hereinafter collectively called the "Appurtenant Interests"), it being the intention hereof to prevent any severance of such combined ownership. Any such deed, 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 interest so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

Section 5.10. Meetings.

A. The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect the Chairman, Treasurer, Secretary and any other officers they deem expedient. Other meetings may be called by any Trustee (if there be no more than three then in office) or by any two Trustees (if there be no more than three then in office) and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting stating the place,

day, and hour thereof shall be given at least two (2) days before such meeting to each Trustee. 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.

Any action required or permitted to be taken at any Meeting of the Board may be taken without a Meeting if all Trustees consent to the action in writing and written consents are filed with the records of the Board. Such consent shall be treated for all purposes as a Vote taken at a Meeting.

B. There shall be an annual meeting of the Unit Owners on the second Wednesday of November in each year at 8:00 P.M. (or on such other day and time at least once each calendar year as may be designated by the Trustees). Special meetings (including a meeting in lieu of a passed annual meeting) of the Unit Owners may be called at any time by the Trustees and shall be called by them for any purpose upon the written request of Unit Owners entitled to more than 33% of the beneficial interest of the Trust and upon written request of any five Unit Owners if the purpose of the meeting is to fill vacancies in the Board of Trustees. Written notice of any meeting designating a reasonable place and the day and hour thereof shall be given by the Trustees to the Unit Owners at least seven days prior to the date so designated. Whenever at any meeting the Trustees propose to raise any matter requiring approval by the Unit owners, the notice of the meeting shall identify such matter and the fact that Unit Owner approval therefor will be sought.

Except as otherwise provided in this Trust, the presence in

person or by proxy of Unit Owners with fifty percent (50%) or more of the beneficial interest under the Trust shall constitute a quorum at all meetings of the Unit Owners.

For purposes of this Trust, a majority of Unit Owners present in person or by proxy at a meeting of Unit Owners shall mean Unit Owners having more than fifty percent (50%) of the total number of votes entitled to be cast by the Unit Owners present in person or by proxy at such a meeting where a quorum is present.

Section 5.11. Notices to Unit Owners.

Every notice to any Unit Owner required under the provisions of this Trust or which may be deemed by the Trustees necessary or desirable in connection with the execution of the trust created hereby or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if given in writing by one or more of the Trustees to such Unit Owner by mailing it, postage prepaid, addressed to such Unit Owner at his address as it appears upon the records of the Trustees if other than at his Unit in the Condominium or by mailing or delivering it to such Unit if such Unit appears as the Unit Owner's address or if no address appears, at least seven days prior to the date fixed for the happening of the matter, thing or event of which such notice is given.

Section 5.12. Inspection of Books; Reports to Unit Owners.

Books, accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees and the Unit Owner and first mortgagee of any Unit at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of

each fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trust for such year. If the Trustees so determine or if any Unit Owner so requests in writing to the Trustees, the report shall include financial statements by a licensed public accountant which may, but need not be certified, as the Trustees shall determine, and shall be in such summary form and in only such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by registered mail within a period of one month of the date of his or her receipt of the report shall be deemed to have assented thereto.

The holders of 51% percent or more of eligible mortgages shall be entitled, upon written request to receive an audited financial statement upon written request for the immediately preceding fiscal year, if the same has been prepared, without charge. The cost of preparing such report shall be a common expense.

#### ARTICLE VI

##### Rights and Obligations of Third Parties

###### Dealing with the Trustees

###### Section 6.1. Reliance on Identity of Trustees.

No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear on record in the Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees under this Trust, or be affected by any notice, implied or actual, otherwise than by a certificate thereof, and such record or certificate shall be conclusive



evidence of the personnel of the Trustees and of any changes therein. The receipts of the Trustees, or any one or more 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 for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees, and any instrument of appointment of a new Trustee or resignation or removal of an old Trustee purporting to be executed by the Trustees, Unit Owners or other persons required by this Trust to execute the same, shall be conclusive in favor of any such purchaser or other person dealing with the Trustees of the matters herein recited relating to such discharge, resignation, removal or appointment or the occasion thereof.

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 proceedings, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees shall look only to the Trust property for any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under provisions of Section 3.8 of this Trust or under provisions of Chapter 183A.

Section 6.3. All Obligations Subject to This Trust.

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 of this Trust, whether or not express reference shall have been made to this instrument.

Section 6.4. Further Matters of Reliance.

This Declaration of Trust and any amendments to this Trust and any certificate required by the terms of this Trust to be recorded and any other certificate or paper signed by the Trustees or any of them which it may be deemed desirable to record shall be recorded with the Registry of Deeds and such record shall be deemed conclusive evidence of the contents and

effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the Trust property or any beneficiary thereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with said Registry of Deeds. Any certificate signed by two Trustees in office at the time (only one Trustee if there is only one at the time), 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, or any one of them to do any act, when duly acknowledged and recorded with the 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, the existence of the facts therein set forth and the existence of the authority of such one or more Trustees to execute and deliver the designated instrument on behalf of the Trust.

Section 6.5 Common Expenses in Event of Unit Mortgage Foreclosure.

Any first mortgagee who comes into possession of a Unit pursuant to the remedies provided in its mortgage, by foreclosure of such mortgage or by deed in lieu of foreclosure shall take such Unit free of any claims for unpaid common expenses or assessments against such Unit which accrue prior to the time such mortgagee comes into possession of such Unit and after the date such mortgage was recorded in the Registry of Deeds (except for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 6.6 Common Expense Certificates.

Notwithstanding any other provision of this Article VI, any certificate setting forth the amount of unpaid common expenses assessed as a lien against any Unit as provided by subsection (d) of Section 6 of Chapter 183A shall be conclusive evidence of the facts stated therein if signed by any two Trustees then in office (or one if there be only one in office).

ARTICLE VII

Amendments and Termination

Section 7.1. Amendments.

Except as limited by Article V, Section 5.7, the Trustees may, with the consent in writing of the Unit Owners entitled to not less than seventy-five percent (75%) of the beneficial interest hereunder, may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no

such amendment, alteration, addition or change (a) made without the consent of the Declarant of said Master Deed prior to the 1989 Annual Meeting; (b) according to the purport of which, the Declarant's rights under Section 3.1 of Article III, hereof, are changed in any way; (c) 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 from the percentage of the individual interest of such Unit Owner in the common areas and facilities as set forth in the Master Deed, and any amendment thereto, or (d) which would render this Trust contrary to or inconsistent with any requirements or provisions of Chapter 183A, shall be valid or effective. 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 of an instrument of amendment, alteration, addition, or change as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgement of deeds by any two Trustees, if there be at least two then in office (or one Trustee if there be only one in office), setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners and mortgagees herein required by this Trust 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 of such amendment, alteration, addition or change whether stated in such instrument or not, upon all questions as of title or affecting the rights of third persons and for all