

08/25/05

DECLARATION OF TRUST
58 HINCKLEY STREET CONDOMINIUM TRUST
58 HINCKLEY STREET, SOMERVILLE, MASSACHUSETTS

DECLARATION OF TRUST of 58 HINCKLEY STREET CONDOMINIUM made this 24th day of AUGUST, 2005, by AARON B. KATZ, of Somerville, Middlesex County, Massachusetts (hereinafter referred to as the "Trustee", which term and any pronoun referring thereto shall be deemed to include his successors in trust hereunder and to mean the Trustee or Trustees for the time being hereunder, wherever the context so permits).

ARTICLE I: NAME OF TRUST

The Trust hereby created shall be known as the "58 HINCKLEY STREET CONDOMINIUM TRUST", and under that name, so far as legal, convenient and practicable, shall all business carried on by the Trustees be conducted and shall all instruments in writing by the Trustees be executed.

ARTICLE II: PURPOSES

Section 1. All of the rights and powers in, to and with respect to the common areas and facilities (hereinafter sometimes referred to as the "Common Elements") of the 58 HINCKLEY STREET CONDOMINIUM (hereinafter called the "Condominium"), established by a Master Deed of even date and recorded herewith, which are by virtue of the provisions of Chapter 183A of the Massachusetts General Laws conferred upon or exercisable by the organization of unit owners of the Condominium, and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder shall vest in the Trustees as joint tenants, with right of survivorship, as Trustees of this Trust, BUT IN TRUST NEVERTHELESS, to exercise, manage, administer and dispose of the same and to receive the income thereof for the benefit of the owners of record from time to time of units of the Condominium (hereinafter called the "Unit Owners"), according to the schedule of beneficial interest set forth in the Master Deed, as provided in Article IV, Section 1, hereof, and in accordance with the provisions of said Chapter 183A, this Trust being the organization of the Unit Owners established pursuant to the provisions of said Chapter 183A for the purposes therein set forth.

Section 2. It is hereby expressly declared that a trust and not a partnership has been created and that the Unit Owners are beneficiaries and not partners or associates or any other relation whatever among themselves with respect to the trust property, and that they hold no relation to the Trustees other than as such beneficiaries, with only such rights as are conferred upon them as such beneficiaries hereunder and under and pursuant to the provisions of said Chapter 183A.

ARTICLE III: TRUSTEES

Section 1: Trustees. The Initial Board shall consist of the Trustee named in the first paragraph of this declaration of Trust, to wit: AARON B. KATZ (hereinafter called the "Initial Board"). The term of the initial Board shall end upon the earliest to occur of the following events: (a) four months after three (3) of the four (4) units have been conveyed to unit purchasers; or (b) three (3) years following the conveyance of the first unit. Notwithstanding any other term or provision of this Trust to the contrary; (A) the Unit Owners shall have no power or right to remove the Initial Board, namely, AARON B. KATZ, nor to appoint any additional or successor Trustees, until the expiration of the term of said Initial Board shall have expired as set forth in the immediately preceding sentence; and (B) during the term of the Initial Board, any vacancy in the office of a Trustee, however caused, shall be filled only by the designation of the Declarant of the Master Deed.

After the expiration of the Initial Board, there shall be at all subsequent times a Board of Trustees hereunder consisting of four (4) natural persons appointed by the Unit Owners as set forth herein. If and whenever the number of Trustees shall become less than four (4), a vacancy or vacancies shall be deemed to exist. The Unit Owner(s) then of record shall each have the right to appoint one Trustee subject to his or her acceptance as Trustee in the form stipulated herein. No provision of this Trust shall be interpreted so as to prevent a Unit Owner from appointing himself or herself as Trustee. In the event that any person or entity is the Owner of record of more than one Unit such person or entity shall be entitled to appoint as many Trustees as Units owned. If a Trustee is not appointed as provided herein, the Trustee for any Unit shall be deemed to be the Unit Owner whose name first appears on such Unit Owner's deed to their Unit, or in the event such unit is owned by a trust, the first Trustee named on the deed shall be the Trustee appointed with respect to that unit. In such event, no Certificate of Appointment and/or Certificate of Acceptance shall be required to confirm such designation.

In the event a Trustee is appointed as provided herein, such appointment shall be effective upon the recording at the Middlesex South District Registry of Deeds of the Certificate of such appointment, signed and acknowledged by the owners of the unit of record as set forth. Such natural person, either so designated or appointed, shall become and be a Trustee and shall be vested with the title of the trust property, jointly with the remaining or surviving Trustees or Trustee, without the necessity of any act of transfer or conveyance.

Each vacancy in the office of Trustee shall be promptly filled (a) by an instrument in writing setting forth the appointment, by the unit owner, of a natural person to act as such Trustee, signed by the owners of record as set forth above, or if such appointment is not made by such Unit Owner within 30 days of such vacancy, and there is no natural person named on said deed, then, after written notice to the Owners of record of such Unit, by the then remaining Trustee; and (b) by the acceptance of such appointment signed and acknowledged by the person so appointed.

If for any reason any vacancy in the office of Trustee shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction on the application of any Unit Owner and notice to all Unit Owners and Trustees and such other parties, if any, to whom the court may direct that notice may be given.

Section 2: Sale of Unit. Upon the sale or other transfer of record of any Condominium Unit, the Trustee representing such Unit shall be deemed to have resigned and a vacancy shall be deemed to exist. The new Owner of record shall be designated as Trustee or shall appoint a Trustee pursuant to the provisions of this article.

Section 3: Action by Majority. The Trustees may act by a majority vote at any duly called meeting at which a quorum is present. A quorum shall consist of a majority of the Trustees. The Trustees may also act without a meeting if a written consent thereto is signed by all the Trustees then in office.

Section 4: Resignation and Removal of Trustee. Any Trustee may resign by notice in writing given to each of the co-Trustees and by recording with said Registry of Deeds at any time an instrument in writing signed and acknowledged by said Trustee. The titleholder of any Unit may remove any Trustee previously appointed to represent such Unit or Unit Owner.

Section 5: Bonds & Surety. No Trustee named or appointed as hereinbefore provided, whether as original Trustee or as successor to or as substitute for another, shall be obligated to give any bond or surety or other security for the performance of any of his duties hereunder, provided, however, that Unit Owners entitled to not less than fifty-one percent (51%) of the beneficial interest hereunder may at any time, by instrument in writing signed by them and delivered to the Trustee or Trustees affected, require that any one or more of the Trustees shall give a bond in such amount and with such sureties as shall be specified in such instrument. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

Section 6: Good Faith. No Trustee hereinbefore named or appointed as hereinbefore provided shall under any circumstances or in any event be held liable or accountable out of his personal assets or be deprived of compensation by reason of any action taken, suffered or omitted in good faith or be so liable or accountable for more money or other property than he actually receives, or for allowing one or more of the other Trustees 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 the existence of any personal interest or gain or by reason of anything except his own personal and willful malfeasance and default.

Section 7: Conflict of Interest. No Trustee shall be disqualified by his office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his interest individually or the Trustees' interest or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any other reason) as vendor, purchaser or otherwise, nor shall any such dealing, contract or arrangement entered into in respect of this Trustee in which any Trustee shall be in

any way interested be avoided nor shall any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relationship hereby established, provided the Trustee shall act in good faith and shall disclose to the other Trustees the nature of his interest before the dealing, contract, or arrangement is entered into.

It is understood and permissible for the Initial Board hereunder and any other Trustees designated by the Initial Board or who are employed by or affiliated or associated with the Declarant, to contract with the Declarant and any corporation, firm, Trust, Limited Liability Company or other organization controlled by or affiliated or associated with the Declarant without fear of being charged with self dealing.

Section 8: Indemnification of Trustees. The Trustees and each of them shall be entitled to indemnity both out of the trust property, and by the Unit Owners severally, in proportion to their ownership in the common areas and facilities, against any liability incurred by them or any of them in the execution hereof, including, without limitation, liabilities in contract and in tort and liabilities for damages, penalties and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for his share of the common expenses of the Condominium and for his proportionate share of any claims involving the trust property in excess thereof.

Section 9: Compensation. The Trustees shall receive no compensation for their services as such Trustees, but with the prior written approval in each instance of the other Trustees, and upon presentation of proper vouchers, each Trustee may be reimbursed for actual out-of-pocket expenses paid or incurred by him pursuant to his duties as such Trustee and such reimbursement shall be a Common Expense of the condominium.

With the prior written approval in each instance of the other Trustees, each Trustee may receive reasonable compensation for any extraordinary or unusual services rendered by him in connection with this Trust, and such compensation shall be a Common Expense of the Condominium.

With the prior approval in each instance of the other Trustees, any Trustee may be engaged to render services to this Trust, legal, accounting, or otherwise, at such compensation as shall be fixed by the Trustees, and any fees or other compensation shall be a Common expense of the Condominium.

Notwithstanding anything to the contrary in this Section 9 of this Article III, no compensation, reimbursement, or fees shall be paid to the Initial Board pursuant to the provisions of Section 1 of this Article III. A Trustee shall abstain from voting upon any question regarding reimbursement, compensation, or fees proposed to be paid to him pursuant to the provisions of this Section 9 of this Article III, or upon any question regarding the engagement of himself, or any firm, association, corporation or partnership of which he is a member, to render services, legal, accounting or otherwise to this Trust.

ARTICLE IV: BENEFICIARIES AND BENEFICIAL INTEREST.

Section 1. The beneficiaries hereof shall be the Unit Owners of the Condominium, for the time being. The beneficial interest in the Trust hereunder shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium, all as set forth in Exhibit C of the Master Deed, which is incorporated herein by this reference with the same force and effect as though fully set forth in the body of this instrument.

Section 2. The beneficial interest of each Unit of the Condominium shall be held and exercised as a unit and shall not be divided among several owners of any such Unit. To that end, whenever any of said Units is owned of record by more than one person, the several owners of such Unit shall:

(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 by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees of such notice, 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 Board of Trustees may, by majority vote, designate any one of such owners for such purposes.

Any such designation shall take effect upon receipt by the Trustees of such notice, 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 anyone of such owners for such purposes.

Section 3. A Unit Owner may vote in person or by a written proxy dated no earlier than six (6) months prior to the date of the meeting at which such vote is taken. A proxy purporting to be executed by or on behalf of a Unit Owner shall be deemed valid unless challenged at or prior to its exercise. A proxy with respect to a Unit held in the names of two or more persons shall be valid if executed by one of them, unless at or prior to the exercise of the proxy, the Trustees receive specific notice to the contrary from any one of said persons.

ARTICLE V: BY-LAWS

The By-Laws of this Trust are attached hereto as Exhibit A, which is hereby incorporated herein by this reference and made a part hereof with the same force and effect as though fully set forth in the body hereof.

ARTICLE VI: RIGHTS AND OBLIGATIONS OF THIRD PARTIES DEALING WITH TRUST; LIMITATION OF LIABILITY

Section 1. Any instrument signed and acknowledged in proper form for recording by a majority of the Trustees as they then appear of record in the Middlesex South District Registry of Deeds and recorded in the Middlesex South District Registry of Deeds may be relied on as conclusively establishing that such instrument was the free act of this Trust and shall be binding upon this Trust when so recorded.

Section 2. No purchaser, mortgagee, lender, or other person dealing with a majority of the Trustees, as they then appear of record in the Middlesex South District Registry of Deeds, shall be bound to ascertain or inquire further as to the persons who are then the Trustees hereunder or be affected with any notice, implied or actual, relative thereto, other than by a certificate thereof, so recorded, and such recorded certificate shall be conclusive evidence of the personnel of said Trustees and of any changes therein. The receipts of a majority of the Trustees, for money paid or things delivered to them shall be effectual discharges therefrom to the persons paying or delivering the same, and no person from whom a majority of the Trustees 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 a majority of the Trustees, or with any real or personal property that 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 of regularity of any of the acts of the Trustee(s) purporting to be done in pursuance of any of the provisions or powers herein contained, or as to the regularity of the resignation or appointment of any Trustee. Any instrument of appointment of a new Trustee or resignation or discharge of a Trustee purporting to be executed by the Trustees, Unit Owners or other persons herein required to execute the same shall be conclusive evidence in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation or appointment or the occasion thereof.

Section 3. Notwithstanding anything to the contrary herein, and notwithstanding any custom or usage to the contrary, no recourse shall at any time be had under or upon any note, bond, contract, order, debt, claim, 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 payment under such note, bond, contract, order, debt, claim, instrument, certificate, undertaking, obligation, covenant, or agreement, 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 beneficiaries, present or future, shall ever be personally or individually liable therefore, provided, however, that nothing herein contained shall be deemed to limit or impair the liability of the Unit Owners under the provisions of said Chapter 183A.

Section 4. 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 be made to this instrument.

Section 5. This Declaration of Trust and amendments hereto and any Certificate herein required or that it may be deemed desirable to record, shall be recorded with the Middlesex South District Registry of Deeds. Such record, when executed according to the requirements of this Declaration of Trust, 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 hereunder, 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 so recorded. Any certificate signed by a majority of the Trustees at the time, as they then appear of record in the Middlesex South District Registry of Deeds, setting forth as facts any matters affecting the trust, including statements as to who are the Trustees, what action has been taken by the Trustees or beneficiaries, and matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Middlesex South District 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 a majority of the Trustees as they then appear of record in the Middlesex South District Registry of Deeds 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 Trustees, shall, when duly acknowledged and recorded with said Middlesex South District Registry of Deeds, as to all persons acting in good faith in reliance thereon, be conclusive evidence of the truth of the statement made in such certificate and of the existence of the facts therein set forth.

ARTICLE VII: AMENDMENTS, TERMINATION

THE PROVISIONS OF SECTION 33 OF THE BYLAWS HERETO SHALL AT ALL TIMES TAKE PRECEDENCE OVER THE PROVISIONS OF THIS ARTICLE VII.

Section 1. Notwithstanding anything to the contrary herein, so long as the Declarant owns any unit in the Condominium, the Declarant shall have the right, at any time and from time to time, to amend this Declaration of Trust (including but not limited to the By-Laws hereto and the rules and regulations hereto) without the consent of any Unit Owners or any of the Trustees of this Trust, to meet the requirements of any governmental or quasi-governmental body or agency or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, and the secondary mortgage market, or any lender, or to cure any ambiguity, inconsistency or formal defect or omission, subject, however, to the provisions of Section 33 of the By-Laws hereto.

Section 2. Subject to Section 33 of the By-Laws hereto, a majority of the Trustees, with the consent in writing of seventy percent (70%) in interest of Unit Owners, may at any time and from time to time amend, alter or add to 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, however, that no such amendment, alteration, addition or change shall be made:

a. without the prior written consent of the Declarant obtained in each instance, for so long as the Declarant remains the owner of any Unit in the Condominium; or

b. 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 individual interest of such Unit Owner in the common areas and facilities as set forth in the Master Deed other than by (pursuant to the provisions of 1987 Mass. Acts Chapter 87) consent of all of the Unit Owners whose percentage of the undivided interest is affected; or

c. that would render this Trust contrary to or inconsistent with any requirements or provisions of said Chapter 183A.

Any amendment, alteration, addition or change pursuant to the foregoing provisions of this Section shall become effective upon the recording with the Middlesex South District Registry of Deeds of an instrument of amendment, alteration or addition, as the case may be, signed, sealed and acknowledged in proper form for recording, setting forth in full the amendment, alteration or addition. 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 or addition, 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.

Section 2. The Trust hereby created shall terminate only upon the removal of the Condominium from the Provisions of Chapter 183A in accordance with the procedure set forth in said Chapter 183A.

Section 3. Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of said Chapter 183A, sell and convert into money the whole of the trust property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them which shall be conclusive, all other property then held by them in trust hereunder to the Unit Owners according to their respective percentages of beneficial interest, as shown in Schedule A of the Master Deed. In making any sale under the provisions of this Section 3, the Trustees shall have the power to sell or vary any contract of sale and resell without being answerable for loss, and, for said purposes, to do all things, including the execution and delivery of instruments, as may by 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.

ARTICLE VIII: SALE OF UNITS

Section 1: 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 Appurtenant Interests (as hereinafter defined); 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 interests 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 to 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.

"Appurtenant Interests", as used herein, shall include:

- (i) the undivided interest of a Unit Owner in the Common Elements;
- (ii) the interest of a Unit Owner in an easement for exclusive use areas, if any;
- (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 Trust.

Section 2: Financing of Purchase of Units by Trustees. With the prior approval of a majority in interest of the Unit Owners, the Trustees may acquire Units of the Condominium. Acquisition of Units by the Trustees may be made from any 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 Units, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Units with Appurtenant Interests so to be acquired by the Trustees.

Section 3: Waiver of Right of Partition. In the event that a Unit shall be acquired by the Trustees, all Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit or Units as are acquired by the Trustees.

Section 4: Payment of Assessments. No Unit Owner shall convey, mortgage, pledge, hypothecate, sell, or lease his Unit unless and until he shall have paid in full to the Trustees all unpaid common charges theretofore assessed by the Trustees against his Unit and until he shall have satisfied all unpaid liens against such Unit.

ARTICLE IX: DISPUTES

Any Unit Owner aggrieved by any decision or action of the Trust in the administration of the Condominium shall, within thirty (30) days of the decision or action of the Trust, appoint an arbitrator who shall be a member of the American Arbitration Association with not less than seven (7) years experience as an arbitrator. Within ten (10) days after notice of such appointment, the Trust shall appoint another such arbitrator, and the two so chosen shall within ten (10) days thereafter choose a third such arbitrator. A majority of such arbitrators shall be entitled to decide any such matter, and their decision shall be rendered within thirty (30) days of the appointment of the third arbitrator. Such decision, subject to Chapter 251 of the General Laws of Massachusetts, as from time to time amended, shall be final and conclusive on all persons.

ARTICLE X: CONSTRUCTION AND INTERPETATION

In the construction hereof, whether or not so expressed, words used in the singular or in the plural, respectively, include both the plural and singular; words denoting males include females; and words denoting persons include individuals, firms, associations, companies (joint, stock or otherwise), trusts and corporations; unless a contrary intention is to be inferred from or required by the subject matter or context. The captions of Articles and Sections are inserted only for the convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation, or effect hereof.

All of the trusts, powers, and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts.

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IN WITNESS WHEREOF, the said Trustee has hereunto set his hand and seal on the day and year first above written.



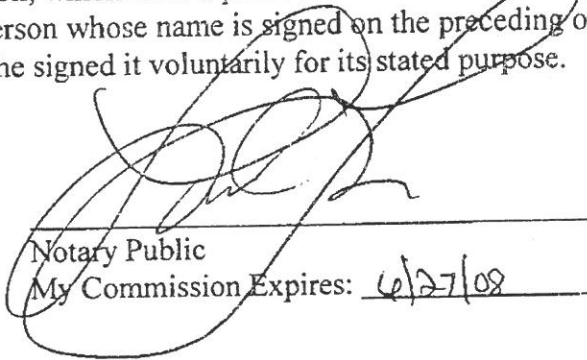
AARON B. KATZ, Trustee

Commonwealth of Massachusetts

Middlesex County, ss.

August 24, 2005

On this 24th day of AUGUST, 2005, before me, the undersigned notary public, personally appeared AARON B. KATZ, Trustee as aforesaid, proved to me through satisfactory evidence of identification, which were a photo identification issued by the Commonwealth of Massachusetts, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Notary Public

My Commission Expires: 6/27/08

EXHIBIT A

Incorporated into and made a part of the Declaration of Trust, the 58 HINCKLEY STREET CONDOMINIUM TRUST.

58 HINCKLEY STREET CONDOMINIUM TRUST BY-LAWS

The provisions of this Exhibit A to the 58 HINCKLEY STREET CONDOMINIUM TRUST shall constitute the By-Laws of the 58 HINCKLEY STREET CONDOMINIUM TRUST, the organization of Unit Owners established by said Trust.

Section 1. Powers and Duties of Trustees.

The Board of Trustees shall have the powers and duties necessary for the administration of the affairs of the Condominium as set forth in Massachusetts General Laws, Chapter 183A ("Condominiums"), hereinafter referred to as "Chapter 183A," and may do all such acts necessary or desirable for the administration of the affairs of the Condominium except as by law or by the Master Deed or by this Trust may not be delegated to the Board of Trustees by the Unit Owners. Such powers and duties of the Board of Trustees shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the Common Elements;
- (b) Determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the common areas and facilities;
- (c) Collection of the common charges from the Unit Owners;
- (d) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the common areas and facilities;
- (e) Subject to the provisions of Section 7 of these Bylaws, adoption, amendment and administration (including waiver) of rules and regulations covering the details of the operation and use of the Condominium;
- (f) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefore;
- (g) Leasing, managing and otherwise dealing with such community facilities as may be provided for in the Master Deed as being common areas and facilities;

- (h) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to it or purchased by it as the result of enforcement of the lien for common expenses, or otherwise;
- (i) Obtaining of insurance for the Condominium, including the Units, pursuant to the provisions hereof;
- (j) Making of repairs, additions and improvements to, or alterations of, the Condominium, and repairs to and restoration of the Condominium in accordance with the other provisions of this Trust;
- (k) The Board of Trustees shall have the power to enforce obligations of Unit Owners; to enforce the rules and regulations of the Condominium; to allocate income and expenses; and to do anything and everything else necessary and proper for the sound management of the Condominium. In case of persistent violation of the rules and regulations by a Unit Owner, the Board of Trustees shall have the power to require such Unit Owner to post a bond to secure adherence to the rules;
- (l) Subject to the provisions of Section 26 of these Bylaws, purchasing or leasing a Unit.;
- (m) Purchasing units at foreclosure or other judicial sales;
- (n) Organizing and maintaining corporations, trusts, or other entities to act as nominee of the Condominium in acquiring title to units on behalf of all Unit Owners under the provisions hereof;
- (o) Conducting litigation as to any course of action involving the common areas and facilities or arising out of the enforcement of the Bylaws, Rules and Regulations, and Master Deed, and this Trust; but, notwithstanding any provision of the Master Deed, or the Declaration of Trust of the Condominium Trust, or of these Bylaws or the Rules and Regulations to the contrary, neither the Trustees acting in their capacity as such Trustees or acting as representatives of the Unit Owners, nor any class of Unit Owners shall bring any litigation whatsoever unless a copy of the proposed complaint in such litigation has been delivered to all of the Unit Owners, and not less than three-fourths (3/4) of all Unit Owners consent in writing to the bringing of such litigation within sixty (60) days after a copy of such complaint has been delivered to the Unit Owners and specifying as part of the written consent a specific monetary limitation to be paid as legal fees and costs and expenses to be incurred in connection therewith, which amount shall be separately assessed as a special assessment effective forthwith at the time of said affirmative consent. Notwithstanding any provisions of the Master Deed, or of the Declaration of Trust of the Condominium Trust (including, but not limited to, the provisions of Section VII of the Declaration of Trust of the Condominium

Trust) or these Bylaws or the Rules and Regulations, the provisions of this Paragraph shall not be amended except by vote of at least three-fourths (3/4) of Unit Owners. The provisions of this paragraph shall not apply to litigation by the Condominium Trust against Unit Owners with respect to the recovery of overdue Common Expenses or Special Assessments or to foreclose the lien provided by Chapter 183A, Section 6, and Chapter 254, Sections 5 and 5A, as amended by 1987 Mass. Acts Chapter 338 and 1989 Mass. Acts Chapter 341, or to enforce any of the provisions of the Master Deed, or the Declaration of Trust of the Condominium Trust, or these Bylaws or Rules and Regulations thereto, or the unit deed, against Unit Owners;

- (p) Granting permits, licenses and easements over the common areas and facilities for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium project;
- (q) Enter into management contracts for the management of the Common Elements;
- (r) Where two or more adjacent Units located on the same floor are owned by the same Unit Owner, the Board of Trustees shall have the power to authorize the said Unit Owner, at his own cost and expense and at his own risk, to: (1) construct doors, doorways and entrances in walls which are part of the Common Elements between said adjacent Units; and (2) remove all or portions of walls which are part of the Common Elements between said adjacent Units; provided that such work does not structurally weaken the Building or interfere with pipes, wires, ducts, or conduits located with said walls.

Section 2. Common Expenses, Profits and Funds.

A. Commencing on the date of the recording of the Master Deed, each Unit Owner shall be liable for Common Expenses and shall be entitled to common profits of the Condominium in the same proportion as his beneficial interest in this Trust bears to the aggregate beneficial interest of all the other Unit Owners. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees shall at all times establish and maintain an adequate reserve fund for the periodic maintenance, repairs and replacement of improvements to the common areas and facilities and those limited common areas which the Trust may be obligated to maintain, and such reserve fund shall be funded by regular monthly assessments from regular assessments for Common Expenses, and such fund shall not be deemed to be common profits available for distribution.

B. In addition to the foregoing (and not in substitution thereof), to ensure that this Trust will have the funds to meet unforeseen expenditures or to purchase any additional equipment or services, there shall be a working capital fund at least equal to two (2) months estimated common charges for each unit. Any amounts paid into this fund shall not be considered as advance payments of regular assessments. Each unit's share of the working capital fund shall be collected at the time the first sale of the unit is closed. The working capital fund

shall be deposited to a segregated fund. During the term of the Initial Board (or while a majority of the Trustees are the Declarant, or nominees or designees of the Declarant) the working capital fund which is the subject of this subsection cannot be used to defray the expenses, reserve contributions, or construction costs which are the responsibility of the Declarant in its role as developer of the Condominium or to make up budget deficits. The Declarant may reimburse itself for these payments from the funds collected at closing when the unsold units are sold.

C. In addition to the foregoing (and not in substitution thereof), the Trustees may, to such extent as they deem advisable, set aside common funds of the Condominium as additional reserves and may use the funds so set aside for reduction of indebtedness or other lawful capital purposes, and, subject to the provisions of Section 4 of these Bylaws, for repair, rebuilding or restoration of the Condominium or for improvements thereto, and for replacement of the common areas and facilities, and other proper contingencies, and the funds so set aside shall not be deemed to be common profits available for distribution.

D. At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the Trustees shall estimate the common expenses expected to be incurred during such fiscal year, together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessment, and each Unit Owner thereafter shall pay one-twelfth of his share of the estimated common expenses monthly in advance on the first day of each month. In the event that the Board of Trustees shall determine 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, the Board of Trustees shall make a supplemental assessment or assessments and render statements therefore in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The Board of Trustees may in its discretion provide for payments of statements in monthly or other installments. In order to create a reserve fund for future contingencies, the Board of Trustees may assess from time to time, in addition to the foregoing assessments, each Unit Owner for a sum or sums sufficient to provide the Condominium Trust with sufficient capital to meet emergencies and other contingencies. The amounts due hereunder, together with interest thereon, if not paid when due, at a rate equal to six percent (6%) above the prime rate, as published in the Wall Street Journal, then in effect (but not more than nineteen percent (19%) per annum), shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to the provisions of Section 6 of said Chapter 183A.

E. The Trustees shall take prompt action to collect any Common Expenses and assessments due from any Unit owner which remains unpaid for more than thirty (30) days from the due date thereof including, but not limited to action under the provisions of Massachusetts General Laws and Chapter 341 of the acts of 1989, Chapter 400 of the Acts of 1992 and Chapter 1 of the Acts of 1993. In the event that the Trustees bring an action to foreclose a lien on any unit pursuant to said statute, the Unit Owner shall pay a reasonable sum for use and occupancy of his unit from the date of foreclosure until the Unit Owner vacates the unit (the Plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same) but nothing in this sentence shall be deemed to grant any Unit Owner the right to remain in

possession of his unit after such foreclosure. The Trustees acting on behalf of all Unit Owners shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not vote the vote appurtenant to), 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. In the event of any suit or foreclosure by the Trustees, the Trustees shall be entitled to interest at a rate equal to six percent (6%) above the prime rate, as published in the Wall Street Journal, then in effect (but not more than nineteen percent (19%) per annum), and all costs of collection, suit and foreclosure including attorneys' fees. In addition to the lien in favor of the Trustees for assessments for Common Expenses and assessments, such assessments shall also be the personal obligation of the owner of the unit at the time the assessment fell due.

F. The Trustees shall promptly provide any Unit Owner or any Unit Buyer who has a duly executed Purchase and Sale Agreement for the Acquisition of a unit, or any mortgagee, or the attorney of any such party, with a written statement of all unpaid Common Expenses due with respect to such unit, signed and acknowledged in proper form for recording, upon the written request of such Unit Owner or buyer or mortgagee or attorney. Notwithstanding anything to the contrary in this Declaration of Trust, including these By-Laws, such statements may be executed by any two (2) Trustees. Recording of such statement in the Middlesex South District Registry of Deeds shall operate to discharge the unit from any lien for any other sums unpaid not enumerated as of the date of such statement to the extent provided by said Chapter 183A.

G. The Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by the provisions of said Chapter 183A.

H. Any first mortgagee who obtains title to a condominium unit, pursuant to the remedies provided in its mortgage, or foreclosure of its mortgage, will not be liable for such unit's unpaid dues, common charges, or assessments (including interest and costs of collection and legal fees relating to the collection thereof) which accrue prior to the acquisition of title in such unit by the Mortgagee, provided, however, that notwithstanding the foregoing, such first mortgagee shall be liable for such unit's unpaid common expenses, costs and attorneys' fees as provided in subsection (c) of Section 6 of M.G.L. c. 183A as amended by Chapter 400 of the acts of 1992 and Chapter 1 of the acts of 1993. The lien for common expense assessments shall not be affected by any sale or transfer of a unit, except that a sale or transfer pursuant to a foreclosure of a first mortgagee shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer, provided, however, that the lien for common expense assessments shall be affected by the sale or transfer of a unit to the extent set forth in subsection (c) of Section 6 of M.G.L. c. 183A as amended by Chapter 400 of the Acts of 1992 and Chapter 1 of the Acts of 1993. Any such delinquent assessments which were extinguished pursuant to the immediately preceding sentence may be reallocated and assessed to all units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a unit for liability for, nor the unit from the lien of any assessments made thereafter.

Section 3. Insurance.

A. The Trustees shall be required to obtain and maintain, to the extent obtainable, the following insurance (and to pay premiums thereon as a Common Expense):

1. Fire with extended coverage (covering other perils normally covered by the standard extended coverage endorsement) insuring all portions of the building, including the common areas and facilities of the condominium, and all of the units and all of the fixtures installed therein on the date of recording of the Master Deed, but not including carpeting, drapes, fixtures, furniture, furnishings, and other personal property supplied or installed by Unit Owners, covering the interest of the Condominium, the Trustees and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to 100% of current replacement cost of the building, common areas and facilities, and units, without deduction for depreciation, with loss payable to the Trustees, as Insurance Trustees for each owner and the holder of each unit's mortgage. The named insured shall be "the Trustees of the 58 HINCKLEY STREET CONDOMINIUM TRUST, for the use and benefit of the individual unit owners and unit mortgagees". Such insurance shall also cover all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available;

2. Worker's compensation insurance if the Trustees shall have an employee or employees;

3. Comprehensive general liability insurance covering all common areas and facilities, and any other areas under the supervision of the Trustees in such amounts and with such coverage as the Trustees shall from time to time determine, with a combined single limit for both personal injury, death and property damage, of not less than One Million Dollars (\$1,000,000.00), but at least covering each member of the Trustees, the managing agent, or the manager, if any, and each Unit Owner and with cross liability endorsement to cover liabilities of the Condominium to a Unit Owner, and a severability of interest provision precluding the insurer's denial of a Unit Owner's claim because of negligent acts by this Trust or other Unit Owners;

4. Fidelity bonds in blanket form for all officers, directors, Trustees and employees of the Trust and all other persons handling or responsible for funds administered by the Trust whether or not they receive compensation for their services. The total amount of fidelity bond coverage shall not be less than the estimated maximum funds, including reserve funds, in the custody of the Trust or the management agent, as the case may be, at any given time during the term of such bond, and, in any event, the aggregate amount shall not be less than a sum equal to three (3) months' aggregate assessments on all units plus reserve funds, or one and one-half (1 1/2) times the insured's estimated annual operating expenses and reserves, whichever is greater.

(i) The fidelity bonds shall name the Trust as an obligee;

(ii) The bonds shall contain waivers by the issuers of the bonds

of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expression; and

- (iii) The bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days prior written notice to the Trust and to the Mortgagees that are listed as scheduled holders of first mortgages in the insurance policy; and

5. Such other insurance as the Trustees may determine.

Notwithstanding the provisions of Clause (A)(4) of the immediately preceding sentence, the fidelity bonds set forth in said Clause (A)(4) shall be required only if required under the provisions of section (5) of Article III of this Trust, and not otherwise. All such policies shall provide that adjustment of loss shall be made by the Trustees and that the net proceeds thereof shall be payable to the Trustees as Trustee for each unit owner and the holder of each unit's mortgage. Each Unit Owner, by accepting delivery of his unit deed, appoints the Trustees as Insurance Trustees (or any insurance Trustees or Substitute Insurance Trustee designated by the Trustees) as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including 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. The Trustees shall periodically reevaluate the amount of public liability insurance to be carried by them as set forth in Clause (A)(3) of this Section 3 to the end that the limits of such insurance shall not be less than the amounts specified in said clause (3), or, not less than limits of such liability insurance as are carried by other Condominium Unit Owners' Associations in comparable condominiums in Somerville, Massachusetts, whichever is higher.

B. All such policies of physical damage insurance shall, insofar as predictable, contain waivers of subrogation as to any claim against the Trustees, their agents and employees, Unit Owners, their respective employees, agents and guests, and of any defense based on invalidity arising from the acts of the insured and shall provide that the insurance will not be prejudiced by any acts or omissions of individual unit owners that are not under the control of the owner's association and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days' prior written notice to all of the insured, including all unit owners and mortgagees of units, and recovery thereunder shall not be affected on account of the availability of units, and recovery thereunder shall not be affected on account of the availability of proceeds under any policies obtained by individual Unit owners covering their own units and shall include a Special Condominium Endorsement (so called) or its equivalent, agreed amount, inflation guard and construction Code endorsements shall be required if available. In the event the building contains a steam boiler, a steam boiler and machinery coverage endorsement shall also be required, which provides that the insurer's minimum liability per accident per accident at least equals the lesser of \$2,000,000.00 or the insurance value of the building housing the boiler

or machinery. A certificate of insurance, showing the amount of insurance, shall be issued to the owners of each unit and the original or a certificate thereof shall, upon request, be delivered to the mortgagee of each unit. The Trustees shall periodically obtain an independent appraisal of the full replacement value of all portions of the building, including all of the units and all of the common areas and facilities, and additions, alterations and improvements without deduction for depreciation for the purposes of determining the amount of fire and extended coverage insurance to be effected pursuant to this Section, and the amount of such insurance shall in no event be less than the full replacement value so as determined.

C. Subject to the provisions of Section 4 of these Bylaws, insurance proceeds received by the Trustees shall be held in Trust in an identified and segregated fund for the benefit of the Unit owners and all mortgagees of all units. If the cost of restoring the common areas and facilities, or any unit, is estimated by the Trustees to exceed the sum of One Thousand Dollars (\$1,000.00), then the Trustees shall give written notice of such loss to all eligible Mortgage Holders and all eligible insurers and guarantors, as herein defined.

D. The cost of all such insurance obtained and maintained by the Trustees pursuant to the provision of this Section 3 shall be a Common Expense of the Condominium.

E. Any such insurance obtained and maintained by the Trustees pursuant to the provisions of the Section 3 may have a deductible amount to be determined from time to time by the Trustees (but in no event shall such deductible amount be greater than the lesser of \$10,000.00 or 1% of the policy face amount), who shall simultaneously specify, in writing with notice to all Unit Owners, how and by whom the amount of the deductible shall be paid in the event of a loss.

F. All insurance obtained and maintained by the Trustees shall conform to applicable requirements of the Federal Home Loan Mortgage Corporation (FHLMC) and the Federal National Mortgage Association (FNMA) so long as FHLMC or FNMA hold one or more mortgages on units in the Condominium or any interest therein.

G. Each Unit Owner may carry insurance at his own expense for his own benefit insuring, inter alia, his carpeting, drapes, fixtures, furniture, furnishings and other personal property, and personal liability, and loss assessment coverage, 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 a Unit Owner. Each Unit Owner shall promptly notify the Trustees of all improvements made by him to his unit the insurable replacement cost of which exceeds five thousand (\$5,000.00) dollars, and such Unit Owner shall pay to the Trustees as an addition to his share of the Common Expenses of the condominium otherwise payable by such owner any increase in insurance premium incurred by this Trust which results from such improvement.

H. Nothing shall be done or kept in any unit or in the common areas and facilities which will increase the rate of insurance on the buildings or the contents thereof without the prior

written consent of the Trustees, unless the Unit Owner responsible for such increase shall agree to pay the amount of such increase.

Section 4. Rebuilding and Restoration; Improvements.

A. In the event of damage to or destruction of the common areas and facilities as a result of fire or other casualty (unless Subsection F of this Section is applicable), or, in the event of damage to or destruction of any unit as a result of fire or other casualty, whether or not the common areas and facilities have been damaged or destroyed (unless Subsection F of this section is applicable), the Trustees shall promptly adjust the loss, arrange for the prompt repair or restoration of the same, and disburse the proceeds of all insurance policies in payment of all costs and expenses actually incurred in connection with such repair or restoration in appropriate progress payments and with appropriate retainage. All insurance proceeds paid to the Trustees as Insurance Trustees, on account of any casualty shall be dedicated first to the repair or restoration of the loss, and any application of said proceeds by the Trustees on account thereof shall be prior to the application of such proceeds for any other purposes.

B. In the event the insurance proceeds are not sufficient to cover the cost of the repairs to the common areas and facilities and the units, the proceeds will be first allocated to the cost of repairs to the common areas and facilities. The balance of said insurance proceeds, if any, shall be allocated to the cost of repairs to the units in proportion to the cost of all repairs to the respective units as determined by the insurer or by independent appraisal. To the extent the proceeds allocated as aforesaid are insufficient to cover the cost of repairs to the common areas and facilities, the balance of the cost of such repairs will be assessed against all Unit Owners as a Common Expense.

C. Whenever the estimated cost of repair or restoration exceeds, as to any one casualty or occurrence, on the basis of any independent appraisal, the sum of twenty-five thousand (\$25,000.00) dollars, then the Trustees shall retain a registered architect or registered 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 of the Trustees, or the manager, if any, or any employee or agent of such manager, to supervise the work of repair or restoration and no sums shall be paid by the Trustees on account of such repair or restorations 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 of assessments levied or chargeable to the Unit Owners as a Common Expense.

D. The Trustees may perform emergency work essential to the preservation and safety of the Condominium, including all parts of the building and the common areas and facilities and the units, or the safety of persons, or required to avoid the suspension of any essential services to the Condominium, including all parts of the building and the common areas and facilities and the units, without having first engaged an architect or engineer, adjusted the loss or obtained proceeds of insurance.

E. Subject always to the prior rights of the Unit Mortgagees, 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, if any, shall be added to the Condominium's reserve fund, or, at the option of the Trustees, divided among all the Unit Owners in proportion to their respective interests in the common areas and facilities.

F. Notwithstanding the foregoing, if, as a result of fire or other casualty, the loss exceeds ten (10%) percent of the value of the Condominium, including all parts of the building and the common areas and facilities and the units prior to the casualty, and (a) if three-fourths (3/4) of the Unit Owners do not agree within one hundred (100) days after the date of the casualty to proceed with repairs or restoration, the Condominium, including all units, shall be subject to partition at the election of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry or an order to sell if an appropriate agreement to rebuild is filed. Subject always to the prior rights of the Unit Mortgagees, the net proceeds of the partition sale together with any common funds shall be divided in proportion to the Unit Owners' respective undivided ownership in the common areas and facilities. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A of the Massachusetts General Laws; (b) if three-fourths (3/4) of the Unit Owners agree to proceed with the necessary repair or restoration, the cost of the rebuilding of the Condominium, in excess of any available common funds including the proceeds of any insurance, shall be a common expense, provided, however, that if such excess cost exceeds ten (10%) percent of the value of the Condominium including all parts of the building and the common areas and facilities and the units, prior to the casualty, any Unit Owner who did not so agree may apply to the Superior Court of Middlesex County on such notice to the Trustees and the Unit Owners as the Court shall direct, for an order directing the purchase of his unit by the Trustees at the fair market value thereof as approved by the Court. The cost of any such purchases shall be a Common Expense.

Section 5. Condemnation.

If more than ten (10%) percent in value of the Condominium is taken under the power of eminent domain, then the taking shall be treated as a casualty loss and the provisions of Section 4 of these Bylaws and the provisions of Massachusetts General Laws, Chapter 183A, Section 17 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 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 Owners of such remaining portion who does not agree with such determination may apply to the Superior Court of Middlesex County on such notice to the Trustees and the other Unit Owners as the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court. Where as a result of a partial taking any unit is decreased in size or where the number of units is decreased by a partial taking, then the Trustees may make such provisions for realignment of the percentage interest 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 Condominium acting through the Trustees. In the event of a partial taking, the award shall be allocated to the respective Unit owners according to their undivided interest in the common areas and facilities, except as to such portion or portions of the award which are attributable to direct or consequential damages suffered by particular units as determined by the Court, which shall be payable to the Owners of such Units or their mortgagees, as their interests may appear. Subject always to the prior rights of the Unit Mortgagees, 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 distributed to the Unit owners and their mortgagees in accordance with their respective percentage interest in the common areas and facilities.

Section 6: Improvements.

A. If fifty percent (50%) or more but less than seventy-five percent (75%) of the Unit Owners agree to make an improvement to the common areas and facilities, the cost of such improvement shall be borne solely by the Unit Owners so agreeing.

B. Seventy-five percent (75%) or more of the Unit Owners may agree to make an improvement to the common areas and facilities and assess the cost thereof to all Unit Owners as a Common Expense, but if such improvement shall cost in excess of ten percent (10%) of the then value of the Condominium, including the building, the common areas and facilities and the units, any Unit Owner not so agreeing may apply to the Superior Court of Middlesex County, on such notice to the Trustees and Unit Owners as the Court shall direct, for an order directing the purchase of his or her unit by the Trustees at fair market value thereof as approved by the Court. The cost of any such purchase shall be a Common Expense.

Section 7: Rules and Regulations.

A. The Board of Trustees has adopted the Rules and Regulations set forth in Exhibit B annexed hereto and made a part of this Trust, governing the details of the operation and use of the Common Elements, and containing such restrictions on and requirements respecting the use and maintenance of the Units and the Common Elements as are consistent with the provisions of the Master Deed, and designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the Common Elements.

B. The Trustees shall administer such Rules and Regulations.

C. By vote of a majority in number of the Board of Trustees, the Board of Trustees may at any time and from time to time amend, modify and rescind the Rules and Regulations.

D. The Trustees may at any time and from time to time adopt other rules and regulations governing the details of the operation and use of the common areas and facilities, and containing such restrictions on, and requirements respecting the use and maintenance of, the common areas and facilities as are consistent with the provisions of the Master Deed, and

designed to prevent unreasonable interference with the use by the Unit owners of common areas and facilities.

E. Notwithstanding the foregoing provision of this Section 7:

(i) The Trustees shall furnish copies of any new rule or regulation, or amendment of any existing rule or regulation, or amendment of any existing rule or regulation, to the Unit Owners prior to the time when such new rule or regulation, or amendment, as the case may be, shall become effective, and

(ii) The Unit Owners, by majority vote, may, at any time and from time to time, rescind, amend or waive any rule or regulation promulgated by the Trustees (including but not limited to the initial rules and regulations referred to hereinabove); and

(iii) Any waiver, rescission, amendment, adoption or enforcement of a rule or regulation whether by the Trustees or the Unit Owners, as hereinbefore set forth, shall be uniformly binding upon all Unit Owners.

Section 8: Meetings.

A. The Board of Trustees shall meet annually on the date of (and immediately following) the annual meeting of the Unit Owners, and at such meeting shall elect the Chairman, Treasurer, and Secretary hereinbefore provided for. Other meetings may be called by the Chairman 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 four (4) days before such meeting to each member of the Board of Trustees. Three-fourths (3/4) of the number of Trustees shall constitute a quorum at all meetings, and such meetings shall be conducted in accordance with such rules as the Board of Trustees may adopt.

B. There shall be an annual meeting of the Unit Owners on the last Thursday of January in each year, at 7:30 p.m., at the Condominium premises or at such other reasonable place and time as may be designated by the Board of Trustees by written notice given to the Unit Owners at least fourteen (14) days prior to the date so designated. Special meetings of the Unit Owners may be called by The Board of Trustees or by the Unit Owners upon the written request of Unit Owners entitled to more than forty-three percent (43%) of the beneficial interest hereunder. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Board of Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated. At the annual meeting of the Unit Owners, the Board of Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Board of Trustees proposes to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter. A quorum of Unit Owners shall consist of the holders of at least forty-three percent (43%) of the beneficial interest hereunder.

Section 9. Notices to Unit Owners.

Every notice to any Unit Owner required under the provisions hereof, 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 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 with him at his residence in the Condominium or by mailing it, postage prepaid, addressed to such Unit Owner at his address as it appears upon the records of the Trustees, at least five (5) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given, or such longer period of time as may be required by the specific terms of this instrument. Unit Owners may waive notice by duly executing an appropriate waiver of notice.

Section 10. 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 Owners at all reasonable times. The Trustees shall as soon as reasonably possible after the close of each fiscal year, or oftener if convenient to them, submit to the Unit Owners a report of the operations of the Trustees for such year, which shall include financial statements in such summary form and only in 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 or certified mail within a period of one (1) month of the date of receipt by him, shall be deemed to have assented thereto.

Section 11. Checks, Notes, Drafts, and Other Instruments.

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 two (2) Trustees, or by any person or persons (who may be one of the Trustees) to whom such power may at any time or from time to time be designated by not less than a majority of the Trustees.

Section 12. Seal.

The Trustees may, at any time or from time to time, at their discretion, adopt a seal which circular in form, bearing the inscription of the name of this Trust; but such seal may be altered by the Trustees, and the Trustees may, at any time or from time to time, at their option, adopt a common or wafer seal which shall be valid for all purposes.

Section 13. Fiscal Year.

The fiscal year of the Trust shall be the calendar year, or such other date as may from time to time be determined by the Trustees.

Section 14. Management: Employees.

A. The Trustees, at their discretion, may, but need not, appoint real estate management firm, or manager, to manage the Condominium, at such compensation, and upon such terms and conditions as the Trustees see fit. If such management firm, or manager, is so appointed, the Trustees may delegate to such firm or manager such duties as are customarily and usually performed by condominium property managers in the Greater Boston area, or such duties as the Trustees may at any time and from time to time, expressly delegate, provided, however, that the duties and powers, and responsibilities of the Trustees under Sections l(b); 1(d); 1(e); 1(f); 1(g); 1(h); 1(i); 1(k); 1(l); 1(m); 1(n); 1(o); 1(p); 1(q); 1(r); 2; 3; 4; 5; 6; 7, 8A, 12, 15, 16, 23, 29 and 30 of these By-Laws shall not be so delegated to anyone whomsoever except the Trustees themselves, or to such of the Trustees as the Trustees shall designate.

B. Notwithstanding anything to the contrary herein, any agreement for professional management of the Condominium shall provide that the management contract may be terminated without cause and without payment of a termination fee or penalty on ninety (90) days written notice, or less, and the term of any such contract shall not exceed three (3) years; except that the term of any such contract entered into at any time during the term of the Initial Board of Trustees shall not exceed six (6) months.

C. When professional management has been previously required by an eligible Mortgage Holder any decision to establish self management by the Trustees shall require the prior consent set forth in clause (n) of Section (D) of-Section 33 hereof.

D. The consent of not less than two (2) Trustees shall be necessary for the hiring and dismissal of any employees of the Condominium.

Section 15. Use of Units.

A. No unit shall be occupied for other than residential purposes and shall not be used in violation of any applicable zoning laws. So long as any unit mortgage or interest therein is held by the Federal National Mortgage Association (FNMA) , no nonresidential space which is part of the Condominium may constitute, in FNMA's judgment, an inordinate amount of space devoted to nonresidential purposes.

B. If any unit or units are used for office and/or artist's studio purposes accessory to such residential use as set forth in Subsection A hereof, no signs or advertising shall be displayed on the exterior of the unit or units so used or in any part of the common areas or in, on or upon an part of the Condominium, except only for a nameplate on the mailbox which shall be no larger than the nameplate slot on such mailbox. The visitation of business associates, clients and the general public with respect to such office use shall be substantially infrequent, and no person other than the owner of the unit shall be employed therein.

C. Notwithstanding the foregoing, until the Declarant, or their successors-in-title or their nominees have conveyed all of the units, the Declarant and their successors-in-title or

nominees may use one of more units for a sales office or model, and may maintain "For Sale" signs on and in the building.

D. Each Unit Owner shall be obligated to maintain his or her own unit in good order and repair.

Section 16. Use of Common Areas and Facilities.

A Unit Owner shall not place or cause to be placed in the common areas and facilities any furniture, package or objects of any kind. The stairways shall be used for no purpose other than for normal transit through them.

Section 17. Attorneys, Accountants, Appraisers

The Trustees may, but need not, engage the services of attorneys, accountants, appraisers, architects, engineers, and other professionals in connection with their duties as such Trustees, upon the payment of such fees and upon such other terms and conditions as the Trustees shall decide, and such fees and other expenses in connection with such employment shall be common expenses of the Condominium. The Trustees, in the absence of fraud, shall be protected in reasonably relying upon the opinion of such attorneys, accountant, appraisers, architects, engineers, or other professionals engaged by the Trustees pursuant to their duties as such Trustees.

Section 18. Electricity and other utilities

Electricity shall be supplied by the public utilities servicing the area in which the Condominium is located, directly to each unit through separate meters. Each Unit Owner shall be required to pay all bills and assessments for electricity, and other utilities (if any), consumed or used in his unit, with the exception of the gas consumption charges attributable solely to the hot water and cooking of Unit 2 which are a common area expense and are included in the common area budget and payable as part of each Unit Owner's monthly common area fee;

Section 19: Violation of rules and regulations.

The violation of any rule or regulation adopted by the Trustees, or the breach of any of these By-Laws, or the breach of any provisions of the Master Deed or of this Trust or for the offending Unit Owner's Unit Deed, shall give the Trustees the right, in addition to any other rights set forth in these Bylaws, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity (or both) the continuance of any such breach. In addition to the foregoing, and not in substitution therefore, the Trustees shall have the power to levy fines against Unit Owners for such violations. No fine may be levied for more than five (\$5.00) dollars for any one violation but for each day a violation continues after notice it shall be considered a separate violation. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were Common Expenses owed by the particular Unit Owner of Unit Owners. In the case of persistent violations by a Unit Owner, the Trustees shall have the

power, after notice and a hearing pursuant to section 34 hereof, to require such Unit Owners to post a bond to secure adherence to said rules and regulations. By-Laws, Master Deed, this Trust, or said Unit Deed.

Section 20. Violation of Law

No noxious or unlawful activity shall be carried on in any unit or in the common areas and facilities nor shall anything be done therein, either willfully or negligently, which may be or become unreasonably annoying to the other Unit Owners or occupants. No Unit owner shall make or permit any disturbing noises by himself, his family, guests, agents, servants, employees, licensees, or tenants, nor do or permit anything by such persons that will unreasonably interfere with the rights, comforts or conveniences of other Unit Owners or occupants. For purposes of this section, any noise from within a unit, which can be heard within another unit, shall be deemed a disturbing noise.

Section 21. Maintenance and Repairs

A. All maintenance and replacement of and repairs to any unit, ordinary or extraordinary other than to the common areas and facilities contained therein which are not necessitated by the negligence, misuse or neglect of the owner of such unit and to the doors and windows, and to electrical, plumbing, and heating fixtures within the unit or belonging to the Unit Owner which are not a part of the common areas and facilities, and the washing of exterior glass of his unit shall be done by the Unit owner at the Unit Owner's expense, excepting as otherwise specifically provided herein. Each Unit Owner shall be responsible for all damage to any and all other units and to the common areas and facilities that his failure so to do may engender.

B. All maintenance, and replacements of and repairs to the common areas and facilities as defined in the Master Deed, and all maintenance, and replacement of and repairs to the exterior walls of the building and to structural parts of the building and the painting and decorating of the exterior doors of the building and exterior window sash, shall be made by the Trustees and shall be charged to each of the Unit Owners as a common expense, excepting to the extent that the same are necessitated by the negligence, misuse, or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner.

C. A unit owner may make improvements to the interior of a unit, provided that such improvements are done after notice to the Trustees of the nature and scope of such improvements and provided that such improvements do not affect the structure or common areas of the building. In the event that such improvements may, in the sole judgment of the Trustees, affect such structure or common areas, the improvements may be made only with the approval of the Trustees after the submission by the unit owner of detailed plans and specifications for the improvement and subject to such other conditions as the Trustees may reasonably require. Such other conditions may include, without limitation, the obtaining of a building permit and the provisions by the unit owner of such indemnification as the Trustees may deem reasonably

necessary. These limitations shall not apply to the Declarant of the Condominium so long as said Declarant owns a unit therein.

Section 22. Right of Access-Pass Keys.

Subject to the provisions of said Chapter 183A, Section 4, Clause (2), the Initial Board, hereunder, Aaron B. Katz, shall have the right of access to all units in the condominium, at any time in case of emergency, and at all other times during reasonable times by prior appointment with each Unit Owner for the purpose of making inspections or repairs to either the unit to which such person seeks access, or to another unit, or to any part of the common areas or facilities; provided, however, that in the event that the initial Trustee accesses the premises without notice in the case of an emergency, the initial Trustee shall notify the Unit Owner of such entry as soon as reasonably possible thereafter.

The Initial Board, Aaron B. Katz, shall be entitled to retain a pass key to each unit until the earlier of the sale of all Units in the complex or one year from the date of the recording of the Master Deed; no Unit Owner shall alter, change or install any locks without first providing the initial Trustee with a pass key with respect to any such changed, altered or new lock; provided, however, that each Unit Owner shall be entitled to install a deadbolt lock in their respective unit(s). Upon the expiration of one year from the date of recording of the Master Deed or sale of all of the Units, whichever date is earlier, the Unit Owners shall thereafter be entitled to change or alter the locks to their respective Unit and the Trustee(s) shall be entitled to access a Unit only by appointment after reasonable notice by the Trustee(s) to the Unit Owner.

Section 23. Pets

No more than one house cat or one small dog of under 30lbs. may be kept by any Unit Owner but no such pets shall be permitted in any part of the Condominium (other than within the unit of the owner thereof) unless carried or on a leash. Owners or occupants of a Unit shall not be permitted to walk their pets on the Condominium property. Reptiles of any kind shall not be permitted. After due notice and hearing, the Trustees may require any Unit Owner to dispose of any pet which has habitually been guilty of annoying or harassing any Unit Owner or occupant.

Section 24. Structural Integrity

Nothing shall be done or maintained in any unit or in the common areas and facilities, which will impair the structural integrity of any part of the building of the Condominium.

Section 25. No Alterations

Neither the exterior of any unit nor the common areas and facilities nor the hallways or lobby shall be altered, constructed, removed, decorated or painted in any manner except with the written consent of the Trustees unless otherwise permitted herein or in the Master Deed of the Condominium. Any Unit Owner is free to decorate the interior of his unit in any manner as he

sees fit without requiring the consent of the Trustees so long as such decorations do not alter the structure of the unit or the building.

Section 26. Signs

Except only as set forth in Subsection B of Section 15 ("Use of Units") of the Bylaws of this Trust, no business, professional, commercial or other signs, whether designed for profit, altruism or otherwise shall be maintained or permitted on any part of the property nor shall any "For Sale", "For Rent", or "For Lease" sign be permitted thereon except by the Declarant during such time as the Declarant owns one or more units in the Condominium, and except for any Mortgagee, who may become the owner or Mortgagee in possession of any unit, but in no event shall any such sign be larger than two (2) square feet.

Section 27. Combustible Material.

No Unit Owner shall permit or suffer to be kept at any time any flammable, combustible or explosive fluid or substance on the property of the Condominium or in his or her unit except for such lighting and cleaning fluids as are customary for residential use.

Section 28. Safety.

Each Unit Owner assumes complete responsibility for the safety of himself or herself, his or her family, guests, agents, servants, employees, licensees and tenants (if any) while such persons are in his or her unit, or any other unit or in the common areas and facilities of the Condominium.

Section 29. Sale of Units

A. 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 Appurtenant Interests (as hereinafter define), 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 interests 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 to which such interests are appurtenant, or as part of a sale, transfer, or other disposition of such part of the Appurtenant Interest of all units "Appurtenant Interests", as used herein, shall include (i) the undivided interest of a Unit Owner in the common areas and facilities; and (ii) the interest of such Unit owner in any other assets of this Trust.

B. Financing of Purchase of Units by Trustees

With the prior written approval of at least seventy percent (70%) of the beneficial interests hereunder (the vote of the unit Owner of the unit which is the subject of such vote shall not be counted), the Trustees may acquire or lease units of the Condominium. Acquisition or lease of units by the Trustees may be made from any 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 Expense; or the Trustees, in their discretion, may borrow money to finance the acquisition of such units, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the specific unit or units with Appurtenant Interests so to be acquired by the Trustees. Nothing in this Subsection (B) of this Section shall be construed as compelling any Unit Owner to see his unit. Nothing in this Subsection (B) of this section shall have any effect, nor limit in any manner the rights and remedies of the Trustees under the provisions of Section 6 of Chapter 183A, or under the provisions of Subsections A and B of Section 2 hereof.

C. Waiver of Right of Partition

In the event that a unit shall be acquired by the Trustees, all Unit owners shall be deemed to have waived all rights of partition with respect to such unit or units as are acquired by the Trustees.

D. Payment of Assessments

No Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease his unit unless and until he shall have paid in full to the Trustees all unpaid Common Expenses, theretofore assessed by the Trustees against his unit and until he shall have satisfied all unpaid liens against such unit. This paragraph shall not apply to any first mortgagee of any unit.

Section 30. Tenants

Any Unit Owner may lease or rent his unit, subject, however, to the following conditions:

A. Any lease, or occupancy agreement shall:

- (i) be in writing and apply to the entire unit, and not merely a portion thereof; and
- (ii) be for a term of not less than three (3) months; and
- (iii) expressly provide that the lease, or occupancy agreement shall be subject in every respect to the Master Deed of the Condominium; the Declaration of Trust of the Condominium Trust, and the By-Laws and Rules and Regulations thereof, as the same have been amended most recently prior to the execution of the lease, or occupancy agreement, and

- (iv) contain the following notice, in capital letters, double spaced:

IMPORTANT CLAUSE

"THE APARTMENT UNIT BEING LEASED (RENTED) UNDER THIS LEASE (OCCUPANCY AGREEMENT) IS LOCATED IN A CONDOMINIUM BUILDING - NOT A RENTAL APARTMENT HOUSE. THE CONDOMINIUM BUILDING IS OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH APARTMENT (EXCEPT FOR CERTAIN APARTMENTS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS). THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE BUILDING ARE (EXCEPT AS AFORESAID) THE OWNERS OF THE HOMES WHICH THEY OCCUPY, AND NOT TENANTS LIVING IN A RENTAL APARTMENT HOUSE. THE TENANT BY SIGNING THIS LEASE (OCCUPANCY AGREEMENT) ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUM, THE DECLARATION OF TRUST OF THE CONDOMINIUM TRUST AND THE BY-LAWS AND RULES AND REGULATIONS THERETO, AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME, AND THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME, AND THAT IN THE EVENT OF ANY NONCOMPLIANCE, THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE CONDOMINIUM TRUST (WHO ARE ELECTED BY THE UNIT OWNERS) AND IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES AND OTHER CHARGES, AND THAT THE PROVISION OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE (OCCUPANCY AGREEMENT);" and

- (v) Any failure by the tenant to comply in all respects with the provisions of the Master Deed of the Condominium. The Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto, shall constitute a material default in the lease (occupancy agreement), and in the event of such default, the Trustees of the Condominium Trust shall have the following rights and remedies against both the Unit owner and the tenant, in addition to all other rights and remedies which the Trustees and the Unit Owners (other than the owner of the affected unit) have or may in the future have, against both the owner of the affected unit and the tenant, all rights and remedies of the Trustees and the Unit Owners (other than the owner of the affected unit) being deemed at all times to be cumulative and not exclusive:

(a) The Trustees shall have the right to give written notice of the default to both the tenant and the Unit Owner. Said notice shall be deemed properly given if left in any part of the unit addressed to the tenant, and mailed, postage prepaid, registered or certified mail, return receipt requested, addressed to the owner of the unit as such address then appears on the records

of Trustees, or by delivering said notice in hand, or by delivering said notice in any other manner permitted by law.

(b) If the default continues for five (5) days after the giving of said notice, then the Trustees shall have the right to levy fines against the owner of the affected unit in accordance with the provisions of Section 20 of the By-Laws, and terminate the tenancy by giving notice in writing to quit to the tenant in any manner permitted by law, in the name of the landlord (Unit Owner) or in the name of the Trustees, or both in case of a tenancy at will, the time of such notice shall be sufficient if it is equal to the interval between the days of rent payment, or thirty (30) days, whichever is longer. In case of a lease, seven (7) days, notice shall be sufficient. In either event, a copy of such notice to quit shall be delivered or mailed to the landlord (Unit owner) in the manner set forth hereinabove. Thereafter, the Trustees may initiate any prosecute a summary process action against the tenant under the provisions of General Laws Chapter 239, in the name of the landlord, or in the name of the Trustees, or both.

(c) The Trustees shall be entitled to levy a fine, or fines, or give a notice, or notices to quit following by a summary process action or actions, and the Trustee's election to pursue any of the foregoing remedies, either at the same time, or in the event of any further default.

(d) All of the expenses of the Trustees in giving notice, and notices to quit, and maintaining and pursuing summary process actions and any appeals therefrom, shall be entirely at the expense of the owner of the affected unit, and such costs and expenses may be enforced and collected against the Unit Owner and unit as if the same were Common Expenses owned by the unit or Unit Owners.

B. Further provisions regarding leases and rentals

(i) The Unit Owner shall make reasonable efforts, at his expense and upon his initiative to inform rental agents of the provision of this section, and shall, at his own expense, and upon his own initiative, furnish copies of the condominium documents to the tenant and cause the lease or occupancy agreement to be prepared in conformity with the provisions of this section.

(ii) Any renewal or extension of any lease or occupancy agreement shall be subject to the prior written approval of the Trustees in each instance. Such approval shall not limit any rights or remedies of the Trustees or Unit Owners in the event of a subsequent default.

(iii) A true copy of the lease or occupancy agreement shall be delivered to the Trustees forthwith upon its execution.

(iv) The provisions of this Section shall take precedence over any other section the lease or occupancy agreement.

(v) Notwithstanding anything to the contrary herein, and notwithstanding any custom, law, or usage to the contrary, it is expressly understood and agreed that neither the Trustees, nor

the Unit Owners, shall ever bear any personal or individual responsibility with respect to said lease or occupancy agreement.

(vi) Every lease or occupancy agreement shall have attached thereto, and incorporated therein by reference, a copy of this section.

Notwithstanding anything to the contrary in this section, it is expressly understood and agreed that the provisions of this Section 30 shall not apply to the Declarant, nor to any first mortgagee in possession of a unit following default by the Unit owner in his mortgage, or holding title to a unit by virtue of a mortgage foreclosure proceeding, or deed or other agreement in lieu of foreclosure.

Section 31. Nondiscrimination

Notwithstanding anything to the contrary herein, no part of this Trust or Bylaws or the rule and regulations now or hereafter adopted or promulgated (including but not limited to the provisions of Section 30) shall ever be deemed to prevent, restrict, discourage, or hinder. In fact, in any manner whatsoever the alienation, conveyance, mortgage, purchase, sale, rental, lease, license, use, or occupancy of units or any negotiations in connection therewith because of race, religion, creed, color, national origin, sex, sexual preference, age, ancestry, marital status, status as a veteran or member of the armed services, or any ethnic group, blindness, or by reason of the fact that children with occupy such unit, receipt of public assistance, or, in addition to the foregoing by any reason whatsoever prohibited by an federal, state, country or municipal law.

Section 32. Percentage of-Unit Owners

Whenever the term "Percentage of Unit Owners" or "Percentage of Units" is used in this instrument, said terms shall mean the owners of the specified percentage in the aggregate in interest of the undivided ownership in the common areas and facilities of the Condominium.

Section 33. Protection of Mortgagees, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association

A. Certain Definitions:

- (i) The term "FHLMC" means Federal Home Mortgage Corporation
- (ii) The term "FNMA" means Federal National Mortgage Association.
- (iii) The term "Eligible Mortgage Holder" means a holder of a first mortgage on a unit who has requested notice of certain matters from this Trust as set forth in these By-laws.

- (iv) The term "eligible Insurer or Guarantor" means an insurer or governmental guarantor of a first mortgage who has requested notice of certain matters as set forth in these By-laws.
- (v) The term constituent documents means, collectively, the Master Deed, this Trust and the Bylaws and rule and regulations thereto and the Master Plans.

B. Certain Prohibitions:

Notwithstanding anything to the contrary in the Constituent Documents:

- (i) There shall be no restriction upon any Unit owner's right of ingress or egress to his or her unit, which right shall be perpetual and appurtenant to the ownership of the unit.
- (ii) There shall be no restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her unit. There shall be no "right of first refusal", so called or any similar restriction.
- (iii) There shall be no restriction on the right of any Unit Owner to mortgage or otherwise encumber his unit.
- (iv) The Condominium shall not be subject to "expansion" or "phases" so called.
- (v) Prior to the passage of control of this Trust to consumer unit purchasers, no contract or lease (including management contracts) shall be entered into unless this Trust is provided with a right of termination of any such contract or lease with or without cause, exercisable without penalty at any time after transfer of control, upon not more than 90 days' notice to the other party thereto.
- (vi) The Constituent Documents shall not be amended or modified if the result of any such amendment or modification would:
 - (a) Add a "right of first refusal", so called;
 - (b) Permit an addition or expansion to the condominium project in which sections or phases are established.

C. Rights of eligible Mortgage Holders and eligible Insurers or Guarantors:

Notice of Action: Upon written request to this Trust identifying the name and address of the mortgage holder, insurer or guarantor and the unit number or address, any first mortgagee and any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

- (i) Any condemnation loss or any casualty loss that affects either a material portion of the project or any unit on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;
- (ii) Any delinquency in the payment of assessments or charges owed, or default in the performance by the borrower of any obligation under the condominium constituent documents, by an owner of a unit subject to a first mortgage held, insured or guaranteed by such first mortgage holder or eligible holder or eligible insurer or guarantor, which remains uncured for a period of 60 days.
- (iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust;
- (iv) Any proposed action which would require the consent of a specified percentage of eligible mortgage holders.

D. Amendment to Documents

- (i) Where unit owners are considering termination of the legal status of the project for reasons other than substantial destruction, or condemnation, of the property the consent of owners of units to which at least seventy (70%) percent of the votes in this Trust are allocated and the approval of eligible mortgage holders representing at least seventy (75%) percent of the votes of the mortgaged units shall be required to terminate the legal status of the project as a condominium.
- (ii) The consent of the owners of units to which at least seventy (70%) percent of the votes in this Trust are allocated, and the approval of at least fifty-one (51%) percent of the eligible mortgage holders (based on one vote for each unit subject to a mortgage held by an eligible mortgage holder), shall be required to add or amend any material provisions of the constituent documents of the project, which establish, provide for, govern or regulate any of the following:
 - (a) voting rights;
 - (b) assessments, assessment liens or subordination of such liens;
 - (c) reserves for maintenance, repair and replacement of the common areas;
 - (d) insurance or Fidelity Bond requirements
 - (e) rights to use of the common areas;
 - (f) responsibility for maintenance and repairs;

- (g) expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project;
 - (h) definitions of unit boundaries;
 - (i) the interests in the general or limited common areas
 - (j) convertibility of units into common areas or of common areas into units;
 - (k) leasing of units;
 - (l) reallocation of interests in the general or limited common areas, or rights to their use;
 - (m) a decision by the Trust to establish self management when professional management had been required previously by an eligible mortgage holder;
 - (n) imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
 - (o) restoration or repair of the project (after hazard damage or partial condemnation) in a manner other than that specified in the condominium constituent documents;
 - (p) any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or
 - (q) any provisions which are for the express benefit of Mortgage Holders, eligible Mortgage Holders or eligible Insurers or Guarantors of mortgages on units.
- (iii) An addition or amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. An eligible Mortgage Holder who receives a written request to approve additions or amendments which are not material who does not submit a response to the requesting party within thirty (30) days after the request is made shall be deemed to have approved such request. Additionally, if specifically provided by any applicable FNMA regulation, implied approval of any addition or amendment may be assumed when an eligible mortgage holder fails to submit a response to any written proposal for an amendment within thirty (30) days after the proper notice of the proposal is received, provided that notice has been delivered to the mortgage holder by certified or registered mail, return receipt requested. This clause shall not apply to FHLMC.

E. Arbitration

In the event that any Unit Owner, by written notice to the Trustees, shall dissent from any determination of the Trustees with respect to compliance with the provisions of this Trust and the By-laws and rules and regulations thereto, the Master Deed, the Master Plans and each unit deed and unit plan, determination of the value of the Condominium, or any other determination or action or failure to act of the Trustees herein, or in the event the Trustees or the Unit Owners cannot agree upon a course of action with respect to any matter before them, and such dispute shall not be resolved within thirty (30) days after each such notice, then either a Trustee or the dissenting Unit Owners shall submit the matter to arbitration. For that purpose, the dissenting party shall appoint an arbitrator who shall be a member of the American Arbitration Association with not less than seven (7) years experience as an arbitrator. Within ten (10) days after notice of such appointment, the Trust shall appoint another such arbitrator, and the two so chosen shall within ten (10) days thereafter choose a third such arbitrator. A majority of such arbitrators shall be entitled to decide any such matter, and their decision shall be rendered within thirty (30) days of the appointment of the third arbitrator. Such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association and shall be binding upon all parties. The Trustees' decision that work constitutes a repair, rebuilding or restoration other than an improvement shall be conclusive unless shown to have been made in bad faith.

F. First Mortgagee Obtaining Title

Any first mortgagee who obtains title to a condominium unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.

G. Additional Prohibitions

Except as provided by statute in case of condemnation or substantial loss to the units and/or common elements of the condominium project, unless at least three-fourths (3/4) of the first mortgagees (based upon one vote for each mortgage owned) or owners (other than the sponsor, developer or builder) of the individual condominium units have given their prior written approval, this Trust shall not be entitled to:

- (i) by act or omission; seek to abandon or terminate the condominium project;
- (ii) change the pro rata interest or obligations of any individual condominium unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each condominium unit in the common elements.
- (iii) partition or subdivide any condominium unit;
- (iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer 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 clause);

- (v) 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 condominium property;
- (vi) No provisions of the constituent documents shall give any unit owner or owners or any other party or parties priority over any rights of first mortgagees of condominium units pursuant to the mortgages in the case of a payment to condominium unit owners of insurance proceeds or condemnation awards for losses to or taking of condominium units and/or common areas and facilities.

H. Vote or Consent

The right of any unit owner to vote or grant or withhold any consent or exercise any rights pursuant to the provision of this Trust or the Master Deed may be assigned to or restricted in favor of any mortgagee, and the Trustees shall be bound by such assignment or restriction, provided, however, that such assignment or restriction does not conflict with the provisions of said Chapter 183A and that the mortgagee has notified the Trustees of such assignment or restriction in writing.

I. Information

The Trust shall promptly deliver the following information, in writing, to any mortgagee, mortgage holder, mortgage servicer, FHLMC or FNMA, requesting same, without expense to the requesting party:

- (i) notification of any default in the performance by the individual unit borrower of and obligation under the condominium constituent documents which is not cured with sixty (60) days;
- (ii) a written certification as to whether or not the owner of any unit encumbered by a mortgage held or serviced, in whole or in part, by the requesting party, is more than one (1) month delinquent in the payment of condominium common area charges or assessments;
- (iii) a written certification as to the percentage of unit owners who are more than one (1) month delinquent in the payment of condominium common area charges or assessments;
- (iv) a statement to the best of the Trust's knowledge as to the percentage of units which have been sold and conveyed to bona fide purchasers (who have closed or who are legally obligated to close) and the percentage of units which are occupied by individual unit owners as their primary year round residence.

J. FHLMC; FNMA

The provisions of this Section 33 are set forth so that the Condominium will comply with the requirements of FHLMC, and FNMA, and the provision of this Section 33 shall be construed and interpreted in accordance with that intention.

Notwithstanding anything to the contrary in the constituent documents, the provisions of this Section 33 shall at all times take precedence over all other provisions in the constituent documents, and this Section 33 shall not be amended or modified without the express prior written consent of FHLMC and FNMA except as expressly provided in the immediately following sentence. In the event, at any time and from time to time, that applicable rules and regulations of FHLMC or FNMA are changed or modified, then and in any such event or events, the prohibition contained in the immediately foregoing sentence shall be deemed to be changed and modified so as to permit the amendment and modification of the constituent documents so that the constituent documents shall comply with such changed or modified rules and regulations of FHLMC or FNMA, or both.

Section 34. Right to Notice and Hearing

A. Whenever these By-Laws require that an action to be taken after "Notice and Hearing", the following procedure shall be observed: All hearings shall be conducted by at least a majority of the Trustees. The Trustees shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing, or both, subject to reasonable rules of procedure established by the Trustees to assure a prompt and order resolution of the issues. The affected person shall have the right to question the Trustees and any witnesses with respect to the subject matter of the hearing. If the hearing involves an alleged breach, by the affected person, of any of the provisions of the Master Deed, the Condominium Trust, or the By-Laws and Rules and Regulations thereto, or any unit deed, the affected person shall be informed with specificity, of the exact nature of the violation, and of the provision which he or she has allegedly violated and the affected person shall have the right to question any witness to such alleged violation. The Trustees need not comply with the strict legal rule of evidence observed by courts, but they shall consider only such evidence as reasonable people customarily consider in making important decisions. Nothing herein shall be deemed to limit the right of the Trustees, the affected person, or any unit owners or occupants affected to bring legal action with respect to the subject matter of any hearing or any decision of the Trustees.

B. When the subject matter of the hearing concerns the resignation of a Trustee, the reference to Trustees as the persons conducting the hearing shall be deemed to mean unit owners entitled to at least forty-three (43%) percent of the beneficial interest under this Trust.

EXHIBIT B

Incorporated into and made a part of the By-laws

of

58 HINCKLEY STREET CONDOMINIUM TRUST

RULES AND REGULATIONS

58 HINCKLEY STREET CONDOMINIUM TRUST

No Obstruction of Common Areas and Facilities

No one shall unreasonably obstruct any part of the common areas and facilities, or hallways, without prior consent of the Trustees.

No Articles in Common Areas

No clothes, sheets, blankets, laundry or other articles shall be hung out of a unit or exposed on any part of the common areas and facilities.

No Liability for Personal Property of Unit Owners

All personal property of the unit owners, or any other occupant of a unit, whether in the units, or in the common areas and facilities, or in the Driveway, or elsewhere on the Condominium property, shall be kept therein at the sole risk and responsibility of the respective unit owner or occupant, and the Trustees shall have no responsibility therefore.

Radios, Phonographs, Musical Instruments

The volume of television sets, radios, phonographs, high fidelity sound reproduction devices and musical instruments and the like shall not be operated in any manner which would result in sounds emanating therefrom being heard in any other unit.

No Offensive Activity

No noxious or offensive activity shall be carried on in the common areas and facilities, nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other unit owners or occupants. No Unit owner shall do or permit anything to be done by his family, servants, employees, agents, or visitors that will interfere with the rights, comforts or conveniences of other unit owners or occupants. No public hall shall be decorated or furnished by any unit owner in any manner.

Trash

All garbage and trash must be placed in the proper receptacles designed for refuse collection and no garbage or trash shall be placed elsewhere upon any of the common areas and facilities.

Exterior Apparatus

Under no circumstances shall television or radio antennas, clothes line, clothes rack or any other such device or other items, except for window air conditioners, be installed on the exterior of any unit, or on the common areas and facilities, or be permitted to be hung out of a unit. A satellite dish may be installed on the exterior of the building with the approval of the Board of Trustees.

Damage

Any damage to any building, equipment or common areas and facilities caused by a Unit owner, or such Unit Owner's family, visitor, or pet shall be repaired at the expense of the Unit Owner.

Use of Common Areas

A Unit Owner shall not place or cause to be placed in common areas and facilities any furniture, packages or objects of any kind, except when such articles are in actual use by the unit owner or his family or guests. The stairways shall not be used for any purpose other than normal transit.

Doors

Unit doors opening into public halls, and building entry doors, shall be kept locked and secured at all times except when actually in use.


L. C. Brown
President