

SECTION 2 Service of Notice--Waiver: Whenever any notice is required to be given by law or by the provisions of the Master Deed or these. By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VI  
OPERATION OF THE PROPERTY

SECTION 1 Determination of Common Charges: The Board of Trustees shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the common charges payable by the Unit Owners to meet the common expenses of the Condominium and allocate and assess such common charges among the Unit Owners according to their respective common interest. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be obtained or which have been procured by the Board of Trustees pursuant to the provisions of these By-Laws. The common expenses shall also include such amounts as the Board of Trustees may deem proper for the operation and maintenance of the Property, including, without limitation, amounts for working capital reserves or general operating reserves, replacement reserves and reserves to cover prior year deficits in common expenses.

In order to provide initial working capital for the Condominium, the Board of Trustees shall collect from each Unit purchaser from the Declarant, and each such Unit purchaser shall pay to the Board of Trustees upon the closing of his or her purchase from the Declarant, an amount equal to one-sixth (1/6) of the estimated annual common charges attributable to the Unit, such sums to be used by it for unforeseen expenditures or to purchase additional equipment or services. Such amounts shall be separately accounted for but shall not be considered advance payments of regular monthly assessments.

The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Trustees, on behalf of all Unit Owners, or any Unit whose owner has elected to sell or lease such Unit to the Condominium or of any Unit which is sold at a foreclosure or other judicial sale.

The Board of Trustees shall advise all Unit Owners, promptly in writing, of the amount of the common charges payable by each of them, respectively, as determined by the Board of Trustees, as aforesaid and upon request shall furnish copies of each budget on which such common charges are based, to all Unit Owners.

SECTION 2 Payment of Common Charges: All Unit Owners shall be obligated personally to pay the common charges assessed by the Board of Trustees. Under no circumstances may Unit Owners withhold common charges assessed against their unit during their ownership thereof. Common charges are payable, in advance, in equal monthly installments, and on the first business day of each month or at such other time or times as they shall determine, unless any common charge remains unpaid for more than thirty (30) days from the due date for payment thereof, in which case, at the Trustees'

election, all common charges remaining to be paid during the fiscal year then in effect shall become immediately due and payable. No former Unit Owner shall be liable for the payment of any part of the common charges assessed against the Unit subsequent to a sale, transfer or other conveyance of such Unit, together with the Appurtenant Interests, as defined in Section 1 of Article VIII hereof. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, or sell his or her Unit unless and until he or she shall have paid in full to the Board of Trustees all unpaid common charges theretofore assessed by the Board of Trustees against his or her Unit and until he or she shall have satisfied all unpaid liens of the Trust against such Unit.

**SECTION 3 Collection of Assessments:** The Board of Trustees shall assess common charges against the Unit Owners from time to time (at least annually) and shall take prompt action to collect any common charge due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof. Interest at the rate of eighteen percent (18%) per annum (or maximum as permitted by law) may be charged on all payments which are more than ten (10) days overdue. In addition to such interest, a late charge of fifty dollars (\$50.00) shall be assessed for each monthly payment which is more than ten (10) days overdue.

**SECTION 4 Default in Payment of Common Charges:** Failure to pay any sum due hereunder on the date designated as the due date by the Board of Trustees shall constitute a default. In the event of default by any Unit Owner paying to the Board of Trustees the common charges as determined by the Board of Trustees, such Unit Owner shall be obligated to pay late charges and interest in the manner described in Section 3 herein, together with all expenses, including without limitation, reasonable attorneys' fees, incurred by the Board of Trustees in proceedings brought to collect such unpaid common charges. The Board of Trustees shall have the right and duty to attempt to recover such common charges, together with late charges and interest thereon, and the expenses of the proceeding, including without limitation, reasonable attorneys' fees, in an action to recover the same brought against such Unit Owner, or enforce a lien on such Unit as provided in Chapter 183A of Massachusetts General Laws. Such common charges, late charges, interest, expenses and attorneys' fees shall, to the extent allowed by law, constitute a lien upon the Unit.

**SECTION 5 Suit for Unpaid Common Charges:** A suit to recover a money judgment for unpaid common charges, late charges, interest and expenses shall be maintainable without enforcing or waiving the lien securing the same.

**SECTION 6 Statement of Common Charges:** The Board of Trustees shall provide any Unit Owner so requesting the same in writing, a written statement for all unpaid common charges and other sums and expenses due from such Unit Owner. Further, a certificate pursuant to M.G.L. Chapter 183A, Section 6(d) shall be issued upon the sale of any Unit stating the amount of unpaid common charges and other sums and expenses (if any). Said Certificates shall be signed either by one of the members of the Board of Trustees or by the duly appointed managing agent of the Condominium who has the personal knowledge of the same.

SECTION 7 Insurance: The Board of Trustees shall be required to obtain and maintain the following insurance:

(a) All risk coverage insuring one hundred percent (100%) of the current replacement cost of all the Common Elements, including fixtures and building service equipment to the extent that they are Common Elements, as well as common personal property and supplied belonging to the Freedom Green Condominium Trust, and also including walls, ceilings and floors, and fixtures, installations or additions comprising a part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of individual Condominium Units initially installed or replacements thereof in accordance with the original condominium plans and specifications, but not including other fixtures, drapes, wall coverings, furniture or other personal property installed within a Unit. Such insurance policy shall name the Freedom Green Condominium Trust to which there shall be remitted any loss payable, as trustee for each Unit Owner and for each Unit Owner's mortgagee(s). The insurance policy shall also contain the standard mortgagee clause in favor of each mortgagee of a Unit and shall provide that any loss thereunder shall be payable to such mortgagee as its interest may appear, subject however, to the aforementioned loss payment provisions in favor of the Board of Trustees of the Trust. The foregoing shall be referred to as the "Master Insurance Policy."

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or of invalidity arising from any act of the insured or any Unit Owners, and shall provide that such policies may not be canceled or modified substantially without prior notice to all of the insureds, including all mortgagees of Units.

Unit Owners should carry insurance for their own benefit insuring their wall coverings, fixtures, (to the extent not covered by the "Master Insurance Policy"), furniture, furnishings and other personal property provided that all such policies shall contain waivers of subrogation against the Trustees, their agents and/or employees and further provided that the liability of the carriers issuing insurance obtained by the Board of Trustees shall not be affected or diminished by reason or any such additional insurance carried by any Unit Owner.

(b) General liability insurance covering all of the Common Elements and public ways of the Condominium, each member of the Board of Trustees, the managing agent, the manager and each Unit Owner. Such policy shall also cover liabilities of the Unit Owners as a group to a Unit Owner individually. Coverage shall be in an amount equal to at least one million dollars (\$1,000,000) for bodily injury, including deaths of persons and property damage arising out of a single occurrence, and for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation and maintenance of the common areas. Such policy may not be cancelled or modified substantially without at least thirty (30) days prior written notice to the Trust and to all eligible first mortgagees.

- (c) Fidelity insurance for anyone who handles or is responsible for funds held or administered by the owners association.
- (d) Such other insurance coverage(s) as the Board of Trustees may deem prudent or necessary, or as may be required by law.

**SECTION 8 Repair or Reconstruction after Fire or Other Casualty:** In the event of damage to or destruction of the Common Elements or to the Units as a result of fire or other casualty, the Board of Trustees shall arrange for the prompt repair and restoration of the Common Elements and the Units to extent of the coverage of the "Master Insurance Policy", and Board of Trustees shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Trustees may assess all the Unit Owners for such deficit and for a completion bond for such deficit as part of the common charges.

If there shall have been a repair or restoration pursuant to the first paragraph of this Section 8, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds shall be added to the Condominium's reserve fund or, at the option of the Board of Trustees, divided among all the Unit Owners in proportion to their respective common interest after first paying out of the share due each Unit Owner such amounts as may be required to reduce unpaid liens on such Unit in the order of priority of such liens. Notwithstanding the foregoing, if as a result of fire or other casualty the loss exceeds ten percent (10%) of the value of the Condominium prior to the casualty, and:

- (a) If seventy-five percent (75%) of the Unit Owners and holders of first mortgages on Units representing fifty one percent (51%) of the beneficial interests in the Condominium do not agree within one hundred twenty (120) days after the date of the casualty to proceed with repair or restoration, the Condominium, including all Units, shall be subject to partition upon suit of a Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. To the extent that any partition sale includes improvements and areas of the Common Elements controlled by the Declarant or its successors or assigns, and areas and improvements not yet made the subject of a Phasing Amendment as described in the Master Deed (collectively, the "Declarant's Reserved Property"), Declarant or its successors and assigns shall first receive from the net proceeds of such partition sale the fair market value of the Declarant's Reserved Property. Thereafter, and subject always to the prior rights of first mortgagees on the Units, the net proceeds of the partition sale together with any common funds shall be divided in proportion to the Unit Owner's respective undivided ownership in the common areas and facilities of the Condominium. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A of the Massachusetts General Laws: or

(b) If seventy-five percent (75%) of the Unit Owners of the Condominium and fifty one percent (51%) of the holders of first mortgages on the Units agree to proceed with necessary repair or restoration, the cost of the rebuilding, 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 percent (10%) of the value of the Condominium prior to the casualty, any Unit Owner who did not so agree may apply to the Superior Court Department, Plymouth County, after giving notice to the Board of Trustees as the Court shall direct, for an order directing the purchase of his Unit by the Board of Trustees at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense of the Condominium.

#### SECTION 9 Maintenance and Repair:

(a) All maintenance and repairs to any Unit other than to the Common Elements contained therein, shall be done by the Unit Owner at the Unit Owner's expense, excepting as otherwise provided specifically herein.

(b) All maintenance, repairs and replacements to the Common Elements of the Condominium as defined in the Master Deed shall be made by the Board of Trustees and shall be charged to all the Unit Owners as a common expense, excepting: (i) maintenance, repair and replacement of any condenser exclusively serving just one Unit, and (ii) to the extent that any common area maintenance, repair or replacement is necessitated by the negligence, misuse or neglect of any Unit Owner(s), or any occupants of the Unit(s), their guests, agents and employees, in which case (i.e., either (i) or (ii) above) such expense(s) shall be charged to such Unit Owner(s).

SECTION 10 Porches, Decks and/or Patios: A porch, deck and/or patio to which there is direct access from the interior of a Unit, shall be for the exclusive use of the owners and occupants of such Unit, as more particularly set forth in the Master Deed. Any such porch, deck and/or patio which is in the front of any Unit (only) shall be kept free and clear of snow, ice and any other accumulation by the Board of Trustees. The Board of Trustees shall also make all repairs to such porch, deck and/or patio which is in the front of any Unit (only) for damages thereto but for those caused or permitted by the Unit Owner's negligence, misuse or neglect or the negligence, misuse or neglect of any occupants of the Unit, their guests, agents or employees. All other repairs in, to or with respect to such porch, deck and/or patio shall be made by the Board of Trustees, and cost thereof shall be a common expense of the Condominium.

SECTION 11 Restrictions on Use of Units: In order to provide for congenial occupancy of the Property and for the protection of the Unit values, the use of the Property shall be restricted to housing governed by the restrictions set forth in the Master Deed, the Rules and Regulations, and the following restrictions, and those set forth in the Master Deed. Such restrictions are as follows, subject at all times however to the Declarant's Rights:

(a) Each of the Units is intended to be used solely for single family residence purposes (occupancy by not more than one (1) family unit or two (2) unrelated persons,

and home office and recreation ancillary thereto, as permitted and restricted under all zoning bylaws and regulations, including the Special Permit), subject to all restrictions set forth in the Master Deed (including without limitation, Section 7.A thereof), herein, in the By-Laws and in the Rules and Regulations; provided, however, that until all of the Units have been sold by the Declarant, any Unit owned by the Declarant may be used as a model for display and/or as offices for purposes of construction, sale or leasing of Units, or for other similar purposes as set forth in the Master Deed. There shall be no "three season" or "all season" porches that were not part of the original unit when conveyed by the first unit deed for that unit.

(b) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the permitted use and occupancy of Units; provided, however, that until all of the Units have been sold by Declarant, the Common Elements may be used for purposes which are incident to Declarant's development and marketing efforts.

(c) The designated parking areas (comprising part of the Common Elements) shall be used solely for the parking of duly registered and operated passenger cars and vehicles (including without limitation, sport utility vehicles and light trucks which do not have commercial signage, commercial roof racks or tool boxes and which are kept in good condition and appearance), motorcycles or mopeds (and shall not be used to park trucks or other heavy vehicles including boats, trailers, campers and the like, except with the prior written permission of the Board of Trustees), subject in all events to the Rules and Regulations and all other rules and regulations promulgated from time to time with respect thereto. Parking is only permitted in the designated parking areas on the Common Elements.

(d) With the exception of a first mortgagee of a Unit who obtains title to or possession of a Unit following a default in such mortgage through a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure and, with the exception of Approved Leases (as hereinafter defined), no Unit Owner shall be permitted to rent, lease or grant a license in or to his Unit. No contrary arrangement whatsoever shall be entered into, whether written or oral, for the occupancy in whole or in part of any Unit by anyone other than the Owner thereof, and his immediate family and partners constituting a household under local laws, and temporary gratuitous guests. In no event shall the foregoing or any language set forth above prohibit or otherwise restrict an Owner from having the ability to have his/her/their Unit occupied by a domestic employee.

Notwithstanding the foregoing provisions of this subsection (d), a Unit Owner may lease his/her/their entire Unit for a period of not less than twelve (12) consecutive months, provided that prior written approval of the Board of Trustees has been obtained, which such approval shall not be unreasonably withheld or delayed (the "Approved Leases"). Any lease agreement submitted to the Board of Trustees for approval shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Master Deed, this Trust and the Rules and Regulations, and that failure by the lessee to

comply with the terms of such documents shall be a default under such lease. In the event of such a default, the Board of Trustees or any Officer designated by the Board of Trustees or any Officer designated by the Board shall have the power as attorney-in-fact for the Unit Owner to terminate the lease and bring summary eviction proceedings against the tenant if such default is not cured within seven (7) days after the sending of written notice, which such notice shall be sent by the Board of Trustees simultaneously to the Unit Owner and the tenant. All leases are required to be in writing and a copy of the proposed lease shall be delivered to the Board of Trustees for approval prior to occupancy of a Unit by the lessee(s) under each such lease. The Board of Trustees may, but shall not be required to, provide a suggested standard form of lease for use by the Unit Owners. Each Unit Owner shall, promptly following the execution of any lease of a Unit (approved as aforesaid), provide a copy thereof to the Board of Trustees. The provisions of this subsection (d) shall not apply to the Declarant, who may lease for any duration.

(e) No business activities of any nature shall be conducted in any Unit, unless otherwise permitted by an instrument in writing duly executed by the Declarant or the Board of Trustees, provided, however, that the Owner of a Unit may use one (1) room in his Unit as a home office for professional offices accessory to a residential use, so long as such accessory use, including, without limitation, the amount of foot and vehicle traffic or volume of mail to the Unit or the noise level from the Unit or in connection with the use of the Unit as permitted hereunder, does not become an annoyance or nuisance to, or interfere with, the rights, comforts or conveniences of other Unit Owners or occupants, and provided there are no visible signs pertaining to such business use or activity and no employees working from said Unit; and further provided that such use is permitted under the local zoning ordinances and bylaws of the Devens community from time to time.

(f) No nuisances shall be allowed on the Property nor any use or practice which is a source of annoyance to its residents or which interferes with the peaceful possession of the Property by its residents.

(g) As stated in the Master Deed, up to a maximum of two (2) dogs or cats (in total) may be kept in a Unit; provided, however, in any event, no pet animals shall be kept in any Unit in such number or of such type as to be noisome or offensive to occupants of the other Units at the discretion of the Board of Trustees. The Trustees may, from time to time in their sole discretion, regulate the size and breed of such allowed pets. Any pet animal permitted to be kept in any Unit shall be under the control of its owner whenever it is on the Property outside the interior of any Unit. At the sole judgment of the Board of Trustees, upon complaint made by any Unit Owner or occupant as to the noisomeness, or offensiveness of any pet and upon notice by the Board of Trustees to the Owner of the Unit in which such pet is being kept, the Board of Trustees may, in their sole and reasonable discretion, impose conditions as to the keeping of such pet in the Unit, or require that such pet shall no longer be kept in such Unit. In all cases, allowed pets must be properly cleaned up after (including without limitation, the removal and proper disposal of waste products). The Trustees shall promulgate such rules and regulations as they deem necessary from time to time to enforce the provisions of the Master Deed in

these respects.

(h) All maintenance and use by Unit Owners of patio areas, gardens, yards, chimneys, fences, plants, driveways, walkways, roadways and other Condominium facilities shall be done so as to preserve the appearance and character of the Condominium without modification. Without limiting the generality of the foregoing, no patio areas shall be used for the storage of bicycles or any other item without the approval of the Board of Trustees (which such approval may be withheld in their absolute discretion); provided, however, plants and furniture (e.g. chairs, benches, umbrellas, tables and barbecues of such number, nature and type are actively used for residential purposes and as are in compliance with local laws, codes, rules and regulations) intended for outdoor use may be used or used thereon in accordance with the Rules and Regulations, if such area is an area which is subject to the exclusive right and easement appurtenant to those Units having direct access there to as provided in the Master Deed. To the extent any Unit Owner seeks to enclose the patio area with additional fencing, he or she may do so in conformity with advance approval from the Board of Trustees, subject to any conditions as to materials, height and design and other characteristics as they may deem relevant and impose in their discretion.

(i) The architectural integrity of the buildings shall be preserved without modification, and to that end, without limiting the generality of the foregoing, without the prior written approval of the Board of Trustees, no awning, screen, antenna, sign, banner or other device, and no exterior addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the exterior of any Unit, the Common Elements or any part thereof, nor shall the appearance of such exterior (including, without limitation, the exterior Unit doors, windows, door and window frames) of the Units or buildings be changed without the consent of the Declarant or the Board of Trustees.

(j) No improper, offensive or unlawful use shall be made of the Property, or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated by and at the sole expense of the Unit Owners or the Board of Trustees, whichever shall have the obligation to maintain or repair such portion of the Property.

SECTION 12 Improvements: Any improvements to the Condominium common areas and facilities shall be governed by Massachusetts General Laws Chapter 183A, Section 18.

SECTION 13 Additions: Alterations or Improvements by Unit Owners: No Unit Owner shall make any structural addition, alteration, or improvement in or to the Unit, without the prior written consent thereto of the Board of Trustees, which may be withheld in the Board of Trustee's sole discretion. The Board of Trustees shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit, within thirty (30) days



after such request; however, failure to do so within the stipulated time shall not constitute a consent by the Board of Trustees to the proposed addition, alteration or improvement. The Board shall not be liable to any contractor, subcontractor, materialman or other person for personal injury or property damage arising from such addition, alteration or improvement. The provisions of this Section 13 shall not apply to Units owned by the Declarant until such Units shall have been sold by the Declarant.

SECTION 14 Use of Common Elements: A Unit Owner shall not place or cause to be placed in or on Common Elements any furniture, packages or objects of any kind; provided, however, that, as aforesaid, furniture and the like may be placed upon patios (but not yard areas) to which a Unit has direct access and, subject to Rules and Regulations, as may be adopted by the Board of Trustees from time to time.

SECTION 15 Right of Access: A Unit Owner shall grant a right of access to the Unit to the manager and/or the managing agent and/or any other person authorized by the Board of Trustees, for the purpose of making inspection or for the purpose of correcting any conditions originating in his Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in the Unit or elsewhere in the Buildings in which the Unit is located, or under emergency circumstances, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section 15, any costs for repairs shall be borne in accordance with the provisions of this Article.

SECTION 16 Rules of Conduct: Rules and Regulations concerning the use of the Common Elements may be promulgated and amended by a majority vote of the Board of Trustees. Amendments to the rules and regulations shall be exempt from the requirements of Article XII of this Trust and shall become effective upon the adoption of same by the Trustees and the furnishing of copies of same to each Unit Owner at such Unit Owner's last-known address. Initial Rules and Regulations, which shall be effective until amended by the Board of Trustees, are annexed hereto and made a part hereof as Schedule A.

SECTION 17 Water Charges: Water shall be supplied to all of the Units and the Common Elements through separate building meters. Each Unit Owner shall separately and directly pay all bills for water consumed or used at his Unit to the supplier thereof.

SECTION 18 Electricity: Electricity shall be supplied by the public utility company serving the area directly to each Unit through a separate meter. Each Unit Owner shall separately and directly pay all bills for electricity consumed or used on his Unit to the supplier thereof. The electricity servicing the Common Elements shall be separately metered, and the Board of Trustees shall pay all bills for electricity consumed in such portions of the Common Elements as a common expense.

SECTION 19 Fuel: Fuel service shall be supplied to all the Units and the Common

Elements through separate building meters or central supply sources. Each Unit Owner shall separately and directly pay all bills for fuel consumed or used on his Unit to the supplier thereof. Fuel servicing the Common Elements shall be separately provided and metered, and the Board of Trustees shall pay all bills for fuel consumed in such portions of the Common Elements as a common expense.

**SECTION 20 Cable and Telecommunications:** The Board of Trustees shall grant such easements as it deems reasonable and proper for cable and telecommunications links to the Common Elements (e.g. clubhouse) and each Unit to the supplier thereof. Each Unit Owner shall be responsible to set up its own account and to separately and directly pay all bills for cable or telecommunications to the Unit. The Board of Trustees shall pay all bills for cable or telecommunications (if any) to the Common Elements as a common expense.

**SECTION 21 Compliance with Devens Enterprise Commission (DEC) Site Plan Approval.** The Trustees shall maintain access on the gravel emergency access drive, including maintenance and plowing to the satisfaction of the Devens Public Safety Officer until such time as the Public Access Safety Officer determines that the emergency access drive is not further necessary due to other means of access. The Trustees shall provide for the monitoring and maintenance of storm water facilities and bioretention areas as outlined on approved site plans.

## ARTICLE VII NOTICES/MORTGAGES

**SECTION 1 Notice to Board of Trustees:** A Unit Owner who mortgages his Unit, shall notify the Board of Trustees of the name and address of his mortgagee.

**SECTION 2 Notice of Unpaid Common Charges:** The Board of Trustees, whenever so requested in writing by a mortgagee of a Unit, shall report or cause to be reported promptly any the unpaid common charges due from, or any other default by, the owner of the mortgaged Unit.

**SECTION 3 Notice of Default:** The Board of Trustees, when giving notice to a Unit Owner of a default in paying common charges or other default, may send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has been furnished theretofore to the Board of Trustees.

**SECTION 4 Examination of Books:** Each Unit Owner and each mortgagee of a Unit shall be permitted to examine and photocopy at its own expense the books and records of the Condominium at reasonable times, with reasonable notice, on business days.

**SECTION 5 Other Notices:** Each mortgagee of a Unit shall also be entitled to notice upon any condemnation of casualty loss that affects either a material portion of the project or the Unit securing its mortgage including, for example a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust, and any proposed action that requires the consent of a specified percentage of eligible

mortgage holders.

SECTION 6 Notice of Maintenance: The Board of Trustees shall notify each Unit Owner of any change in the name, address and telephone number of person(s) responsible for maintenance and repair of the Common Elements, including whom to contact in the event of an emergency.

ARTICLE VIII  
SALES AND MORTGAGES OF UNITS

SECTION 1 No Severance of Ownership: No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to a Unit without including therein the rights in the Common Elements ("Appurtenant Interests"), it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the matter shall not be mentioned expressly or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or disposed of otherwise, 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.

SECTION 2 Financing of Purchase of Units by Board of Trustees: Acquisition of Units by the Board of Trustees, following a majority vote of the percentage interests of the Unit Owners, may be made from the working capital and common charges held by the Board of Trustees, or if such funds are insufficient, the Board of Trustees may levy an assessment against each Unit Owner in proportion to ownership in the Common Elements, as a common charge, which assessment shall be enforceable in the same manner as provided in Sections 4 and 5 of Article VI, or the Board of Trustees, in its discretion, may borrow money to finance the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit together with the Appurtenant Interest, so to be acquired by the Board of Trustees.

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

ARTICLE IX  
CONDEMNATION

If more than ten percent (15 %) of the inhabitable areas of any Building in the Condominium or material access or egress thereto (such as there are no alternative means of access/egress) is taken under the power of eminent domain, the taking shall be treated as a "casualty loss", and the provisions of Section 17 of Chapter I83A of Massachusetts

General Laws shall apply. Where one or more Units have been altered substantially or rendered uninhabitable as a result of a partial taking, and the Unit Owners vote to restore and continue the Condominium pursuant to the provisions of Section 17 of said Chapter 183A, the Board of Trustees shall have the authority to acquire the remaining portions of such Units, for such price as the Board of Trustees shall determine, provided that any Unit Owner of such remaining portion who does not agree with such determination may apply to the Superior Court of Middlesex County on such notice to the Trustees as the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court. Where as a result of a partial taking any Unit is decreased in size or where the number of Units is decreased by a partial taking then the Board of Trustees may make such provision for realignment of the percentage in the Common Elements 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 Board of 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 Elements, and to the Declarant, its successors and assigns, as to the Declarant's Reserved Property except as to such portion or portions of the award which are attributable to direct or consequential damages suffered by the Declarant or by particular Unit Owners or their mortgagees as their interests may appear. In the case of a total taking of all Units and the Common Elements, the entire award shall be payable to the Board of Trustees (and to the Declarant and/or its mortgagee(s) as to the Declarant's Reserved Property), and said award shall be distributed to the Unit Owners in accordance with their respective percentage interests in the Common Elements or to their mortgagees or other encumbrances of record as their interest may appear.

#### ARTICLE X RECORDS

The Board of Trustees or its managing agent shall keep records of the actions of the Board of Trustees and the managing agent, minutes of the meetings of the Board of Trustees, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures as well as a separate account for each Unit, which, among other things, shall contain the amount of each assessment of common charges against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. An annual report of receipts and expenditures of the Condominium shall be rendered by the Board of Trustees to all Unit Owners within a reasonable time after the end of each fiscal year, or as required by law. Copies of the Master Deed, this Trust, Rules and Regulations and site and as-built plans of the buildings and Units, as the same may be amended from time to time, shall be maintained at the office of the Board of Trustees and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours and upon reasonable notice.

ARTICLE XI  
MISCELLANEOUS

SECTION 1 Invalidity: The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

SECTION 2 Captions: The captions herein are inserted as a matter of convenience and reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

SECTION 3 Gender: The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, wherever the context so requires.

SECTION 4 Waiver: No restriction, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches thereof which may occur.

SECTION 5 Signs: No sign, plaque or communication of any description shall be placed on the exterior of any Unit or Common Element, by either a Unit Owner or the Board of Trustees, nor shall any "For Sale" signs or other window displays or advertising be maintained or permitted on any part of the property or in any Unit therein, except as permitted by the Board of Trustees. The provision of this Section 5 of Article XI shall not apply to the Declarant, and the Declarant shall, so long as it owns any Unit, be entitled to place any signs, plaques, or communications upon the exterior of any Unit which it owns or upon the exterior of the Common Elements as it in its discretion deems appropriate.

SECTION 6 Right of Action: Any aggrieved Unit Owner shall have an appropriate right of action against other Unit Owners for failure to comply with the provisions of these By-Laws, constituent documents or the decisions of the Board of Trustees made pursuant thereto.

SECTION 7 Snow Removal: It shall be the responsibility of the Condominium to make reasonable arrangements for snow removal from roadways, individual driveways, walkways and parking areas, unless such responsibility is assumed or required to be assumed by the municipality.

SECTION 8 Roads; Driveways and Other Facilities: All roads, individual driveways, walkways and parking areas shall be maintained in such a manner as to provide access by firefighting equipment to all buildings and structures at all times. All roads, driveways, walkways, parking areas, utilities and other condominium facilities shall be fully maintained and operated by the Trust, except to the extent such responsibilities are

assumed or required to be assumed by the municipality.

SECTION 9 Garbage Removal: It shall be the responsibility of the Condominium to make reasonable arrangements for garbage removal from the Condominium and to charge any fees therefore (or include any such charges in the Condominium operating budget, as they may deem reasonable). It shall be the responsibility of the Unit Owners to comply with the Rules and Regulations concerning trash removal, and all policies of the Trustees promulgated relative thereto.

## ARTICLE XII AMENDMENT AND TERMINATION

SECTION 1 Amendment: The Trustees, with the consent in writing of Unit Owners entitled to more than seventy-five percent (75%) of the beneficial interest hereunder (or such greater percentages as expressly provided for hereunder), may at any time and from time to time amend, alter, add to, or change this Trust in any manner or to any extent. The Trustees must first, however, be duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities, provided always, however, that no such amendment, alteration, addition or change shall be valid or effective: (a) which is made without the consent of the Declarant prior to the date when the Declarant owns no more Units or the right to construct or add additional Units if such amendment would, in Declarant's sole opinion, adversely affect Declarant's rights hereunder; (b) according to the proportion of which the percentage of the beneficial interest hereunder of any Unit Owner would be altered, other than by consent of the Unit Owner(s) affected, except in relation to Phasing Amendments to the Master Deed; or (c) which would render this Trust contrary or inconsistent with any requirement 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 County Registry of Deeds of an instrument of amendment, alteration, addition, or change, as the case may be, signed, sealed and acknowledged in the manner required in the Commonwealth of Massachusetts for the acknowledgment of deeds, by the Trustees, setting forth in full, the amendment, alteration, addition, or change, and reciting the consent of the Unit Owners herein required to consent thereto.

Notwithstanding any language to the contrary in this Trust, the consent of eligible Mortgage Holders shall be required for certain amendments hereto, as more particularly described in Article XV hereof.

SECTION 2 Termination: The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said Chapter. In addition, neither the Trust nor the Condominium shall be terminated for reasons other than condemnation or substantial destruction, without the written consent of Declarant (for so long as Declarant has any rights under the Master Deed or at law) and eligible Mortgage Holders representing at least sixty-seven percent (67%) of the votes of the mortgaged Units.