

ARTICLE XI: Tenants

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

A. Any lease, or occupancy agreement shall be in writing and shall (i) be for a term of not less thirty (30) days; and (ii) expressly provide that the lease or occupancy agreement shall be subject in every respect to the Master Deed of the Condominium, the By-Laws of the Condominium Association, and the Rules and Regulations thereof, as the same have been amended most recently prior to the execution of the lease, or occupancy agreement; and (iii) for Residential Units to the extent allowed, contain the following notice, in capital letters, double spaced;

IMPORTANT CLAUSE

"THE BUILDING IN WHICH THE APARTMENT UNIT BEING LEASED (RENTED) UNDER THIS LEASE (OCCUPANCY AGREEMENT) IS LOCATED IN A CONDOMINIUM BUILDING, NOT A RENTAL APARTMENT HOUSE OR COMMERCIAL BLOCK.

IN A CONDOMINIUM BUILDING, NOT A RENTAL APARTMENT HOUSE, EACH APARTMENT IS OWNED BY INDIVIDUAL OWNERS. THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE BUILDING ARE TENANTS OF DIFFERENT OWNERS OR THOSE OWNERS THEMSELVES. 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

BY-LAWS OF THE CONDOMINIUM ASSOCIATION AND THE 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 NON-COMPLIANCE, THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE CONDOMINIUM ASSOCIATION (WHO ARE ELECTED BY THE UNIT OWNERS) AND IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES AND OTHER CHARGES, AND THAT THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE:" and (v) contain a true, accurate and complete copy of this Article XI, in addition to the foregoing notice; and (vi) be expressly subject to all of the provisions of this Article.

B. Any failure by the tenant to comply in all respects with the provision of the Master Deed of the Condominium, the By-Laws of the Condominium Association and the Rules and Regulations thereto, shall constitute a material default in the lease, or occupancy agreement, and in the event of such default, the Trustees of the Condominium 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 the 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 Managing Board shall have the right to: levy fines against the owner of the affected Unit in accordance with the provisions of Article V of these 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. The time of such notice shall be sufficient if it is equal to one rent period or thirty (30) days, whichever is longer. 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 and 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 a levy a fine, or fines, or give a notice, or notices to quit followed by a Summary Process Action or Actions, and the Trustees' election to pursue any of the foregoing remedies shall in no way prohibit them from pursuing all 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 notices, 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 charges owed by the Unit or the Unit Owner.

e) The Unit Owner shall make reasonable efforts, at his or her expense and upon his or her initiative to inform rental agents of the provisions of this Article XI, and shall, at his or her own expense, and upon his or her 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 Article.

f) A true, accurate and complete copy of the lease or occupancy agreement shall be delivered to the Trustees forthwith upon its execution.

g) The provision of this Article XI shall take precedence over any other section in the lease or occupancy agreement, (whether or not the provisions of this subsection are set forth in the lease or occupancy agreement).

h) 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 (other than the owner of the affected Unit), shall ever bear any personal or individual responsibility with respect to said lease or occupancy agreement.

i) All of the provisions of this Article XI shall be deemed to be automatically incorporated in every lease and occupancy agreement.

j) Notwithstanding anything to the contrary in this Article, it is expressly understood and agreed that the provision of this Article shall not apply to any first mortgagee in possession of a Unit following default by the Unit Owner in his or her mortgage, or holding title to a Unit by virtue of a mortgage foreclosure proceeding, or deed or other agreement in lieu of foreclosure.

ARTICLE XII: Miscellaneous

Section 1. Notices to Mortgagees. The Trustees will, upon written request of a mortgagee of any Unit, notify in writing said mortgagee of any default in the performance by the Unit Owner of