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Special Assessments only for expenses directly or indirectly related to the operation, repair, maintenance, replacement, and improvement of the common areas and facilities with respect to Phase I. The Trustees shall expend Phase II-Common Expenses and Special Assessments only for expenses directly or indirectly related to the operation, repair, maintenance, replacement and improvement of the common areas and facilities with respect to Phase II. This allocation procedure shall apply to additional phased development of future phases.

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 buildings, 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, or other personal property supplied to or installed by Unit

Owners, covering the interest of the Condominium, the Trustees, and all Unit Owners and their mortgagees, as their interest may appear, in an amount equal to 100% of current replacement cost of the buildings, common areas and facilities, and units, without deduction for depreciation, with loss payable to the Trustees, as Insurance Trustees. 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) public liability insurance 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 (\$1,000,000.00) Dollars, 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 (4) such other insurance as the Trustees may determine. 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. Each Unit Owner, by accepting delivery of his unit deed, appoints the Trustees as Insurance Trustees (or any Insurance Trustee 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 re-evaluate the amount of public liability insurance to be carried by them as set forth in clause (3),

- B. All such policies of physical damage insurance shall, insofar as practical, contain waivers of

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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 such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees 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.

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. The Trustees shall periodically obtain an independent appraisal of the full replacement value of all portions of the buildings, 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 and 9 of these By-Laws, 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 (\$1,000.00) Dollars, 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 Trustee pursuant to the provisions 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 this

Section 3 may have a deductible amount to be determined from time to time by the Trustees, who shall simulatiously 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 ENMA 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 one thousand (\$1,000.00) 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.

4. Rebuilding and Restoration

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 purpose.

- B. In the event the insurance proceeds are not sufficient to cover the cost of 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 and the balance, if any, 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. To the extent the proceeds allocated as aforesaid are insufficient to cover the cost of repairs to the units, the balance of the cost of such repairs to each unit 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 restoration except upon certification to them by such architect or engineer that the work for

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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 or 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 buildings and the common areas and facilities and the units, or the safety of persons, or required to avoid the suspension of any essential service to the Condominium, including all parts of the buildings 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 buildings and the common areas and facilities and the units prior to the casualty, and: (a) if seventy-five (75%) percent of the Unit Owners 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 at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of any 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.

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Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A of the Massachusetts General Laws; (b) if seventy-five (75%) percent 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 buildings 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 Unit owners as the Court shall direct, for any order directing the purchase of his unit by the Trustees at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a Common Expense.

5. Condemnation

If more than (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 By-Laws 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 Hampshire County on such notice to the Trustees and the other Unit Owners the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court. Where as a result of a partial taking any unit is decreased in size or where the number of units is decreased by a partial taking, then the Trustees may make such provision for re-alignment 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

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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 interest 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 interests in the common areas and facilities.

6. Improvements

- A. If fifty (50%) percent or more but less than seventy-five (75%) percent 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 Owners so agreeing.

- B. Seventy-five (75%) percent 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 (10%) percent of the then value of the Condominium, including the buildings and the common areas and facilities and the units, any Unit Owner not so agreeing may apply to the Superior Court of Hampshire County on such notice to the Trustees and Unit Owners as the Court shall direct, for an order directing the purchase of his 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.

7. Rules and Regulations

- A. The Trustees have adopted the initial Rules and Regulations set forth on Exhibit B which is annexed hereto and is hereby incorporated herein by this reference and made a part hereof, 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 the common areas and facilities.

- B. The Trustees shall administer such rules and regulations.
- C. The Trustees may at any time and from time to time, amend, rescind and waive, any or all of such 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 the common areas and facilities.
- E. Notwithstanding the foregoing provisions of this Section 7:
 - (i) The Trustees shall furnish copies of any new rule or regulation, or amendment of any

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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) Unit Owners entitled to at least fifty-one (51%) percent of the beneficial interest hereunder 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.

8. Meetings

A. The Board of Trustees shall meet annually on the date of the Annual Meeting of the Unit Owners, and at such meeting may 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

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establish, provided, however, that written notice of each meeting, shall be given at least five (5) days before such meeting to each member of the Board of Trustees. A majority of the 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 first Wednesday of April in each year at 8:00 P.M. on the Condominium premises or at such other reasonable place and time (not more than twenty-one (21) days before or after said date) 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 them upon the written request of Unit Owners entitled to more than thirty-three (33%) percent 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

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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 state and reasonably specify such matter. A quorum of Unit Owners shall consist of the holders of at least fifty-one (51%) percent of the beneficial interest hereunder.

- C. Any Trustee or Unit Owner may, at any time, waive notice of any meeting in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Trustee or Unit Owner without objection to lack of notice at any meeting shall constitute a waiver of notice by such Trustee or Unit Owner of such meeting. If all of the Trustees are present at any meeting of the Trustees, or if all of the Unit Owners are present at any meeting of the Unit Owners, respectively, no notice shall be required and any business may be transacted at such meeting of the Trustees, or Unit Owners, respectively.

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, unless a different period for the giving of such notice is specified in these By-Laws.

10. Inspection of Books: Reports to Unit Owners

The Trustees shall keep detailed records of the actions of the Trustees, minutes of the meetings of the Trustees, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium, including a

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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 Expenses, Phase I-Common Expenses, or Phase II-Common Expenses against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. Copies of the Master Deed, this Trust and these By-Laws, rules and regulations, and floor plans of the buildings and units, as the same may be amended from time to time, shall be maintained at the office of the Trustees. All of the foregoing records, accounts and documents shall be available for inspection by Unit Owners, their authorized agents, and lenders, mortgagees, holders, insurers and guarantors of any mortgage on any unit at all reasonable times. "Available" shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances. 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 operation of the Trustees for such year, which shall include financial statements in such summary

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form and in such detail as the Trustees shall deem proper. Except in the case of fraud, committed by any Trustee, any person (other than a mortgagee or mortgage insurer or guarantor) 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 sixty (60) days of the date of receipt by him, shall be deemed to have assented thereto. The holders of fifty-one (51 $\frac{1}{2}$) percent or more of first mortgages shall be entitled to have an audited statement prepared at their expense within a reasonable time if one is not otherwise available.

11. Checks and Notes

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. All vouchers for the payment of any common expense shall be approved by not less than

two (2) Trustees in each instance.

12. Seal

The Trustees may, at any time or from time to time, at their discretion, adopt a seal circular in form bearing the name of this Trust and the year in which this instrument was recorded in the Registry of Deeds, or a common or wafer seal, which shall be valid for all purposes.

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.

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 Cambridge 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 1(b); 1(f); 1(g); 1(h); 1(i); 1(k); 1(l); 1(m); 1(n); 2; 3; 4; 5; 6; 7; 12 and 15 of these By-Laws shall not be so delegated to anyone whomsoever except the Trustees themselves, or to such of the Trustees as a majority of 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 (6) months.
- C. When professional management has been previously required by an Eligible Mortgage Holder or Eligible Insurer or Guarantor, whether such entity became an Eligible Mortgage Holder or Eligible Insurer or Guarantor at that time or later, any decision to establish self management by the

Trustees shall require the prior consent of owners of units to which at least sixty-seven (67%) percent of the votes in this Trust are allocated and the approval of Eligible Holders holding mortgages on units which have at least fifty-one (51%) percent of the votes of units subject to Eligible Holder Mortgages.

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

15 Use of Units

- A. No unit shall be occupied for other than residential purposes or as prescribed by local zoning ordinances, by not more than one (1) family unit nor more than three (3) unrelated persons, provided, however, that any of the units may also be used as an office but only accessory to such residential use and only if and to the extent such accessory office use is permitted by applicable zoning laws. So long as any unit mortgage or interest therein is held by the Federal National Mortgage Association ("FNMA"), no non-residential space which is part of the Condominium may constitute, in FNMA's judgment, an inordinate amount of space devoted to non-residential purposes.

- B. If any unit or units are used for office 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 any 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 not more than one employee who is not a resident of any unit in the Condominium shall be employed therein (in addition to the resident of the unit being used for accessory office use).
- C. Notwithstanding the foregoing, until the Sponsor, or their successors-in-title or their nominees have conveyed all of the units and all of the parking spaces, the Sponsor and their successors-in-title or their nominees may use one or more units and parking spaces for a sales office or model, and may maintain "For Sale" signs on and in the buildings.
- D. Each Unit Owner shall not place or cause to be

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placed in the lobby, vestibules, public halls, stairways, or other common areas and facilities any furniture, packages or objects of any kind. The public halls and stairways shall be used for no purpose other than for normal transit through them.

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, accountants, appraisers, architects, engineers, or other professionals engaged by the Trustees pursuant to their duties as such Trustees.

18. Electricity, Other Utilities

Electricity and other utilities shall be supplied by the public utility servicing the area in which the Condominium is located, directly to each unit

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19. Violations by Unit Owners

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 By-Laws, 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 therefor, 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 or Unit Owners. In the case of persistent violations by a Unit Owner, the Trustees shall have the power 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.

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

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Unit Owners or occupants.

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 not necessitated by the negligence, misuse or neglect of the owner of such unit) and to the doors

and to electrical, plumbing, heating and air-conditioning (if any) 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

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the Master Deed, and all maintenance, and replacement of and repairs to the exterior walls of the buildings and to structural parts of the buildings and the painting and decorating of the exterior doors of the buildings and exterior window sash, shall be made by the Trustees and shall be charged to all the Unit Owners within its respective phase as a common expense, excepting too the extent that the same are necessitated by the negligenece, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner.

22. Right of Access - Pass Keys

- A. Subject to the provisions of said Chapter 183A, Section 4, Clause (2), the Trustees in their capacities as such Trustees, and any manager engaged by the Trustees, and any persons authorized by the Trustees or such manager shall have a 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

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purpose of making inspections or repairs to either the unit to which such persons seek access, or to another unit, or any part of the common areas and facilities.

- B. The Trustees or their designated agent shall retain a pass key to each unit, and no Unit Owner shall alter, change or install any locks without first providing the Trustee or their designated agent with a pass key with respect to any such changed, altered or new lock.

23. Pets

Ordinary domestic pets 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. 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.

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 buildings of the Condominium.

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. 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 buildings. It is noted that the owner of Phase I Unit has the right to make exterior alterations and that this provision does not apply to Phase I Unit owner.

26. Signs

Except only as set forth in Subsection B of Section 15 ("Use of Units") of the By-Laws 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 Sponsor during such time as the Sponsor owns one or more units or Parking Spaces in the Condominium, and except for any Mortgagee who may become the owner or Mortgagee in

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possession of any unit, but in no event shall any such sign be larger than two (2) square feet.

27. Combustible Materials

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

28. Safety

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

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 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 Interest of all units. "Appurtenant Interest", as used herein, shall include (i) the undivided interest of a Unit Owner in the common areas and facilities; and (ii) any easement for the exclusive use of a Parking Space appurtenant to the unit; and (iii) 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-five (75%) percent 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 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 sell 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 I and II 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

BOOK 2860 0037

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 mortgage of any unit.

30. Tenants

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

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 (2) 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

BOOK 2860 0038

Condominium Trust, and the By-Laws and Rules and Regulations thereof, to the extent said documents do not conflict with the Rent Control laws of the City of Cambridge, which shall have precedence, 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 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. THE CONDOMINIUM BUILDINGS ARE 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 BUILDINGS 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 NON-COMPLIANCE, SUBJECT, HOWEVER, TO THE CAMBRIDGE RENT CONTROL LAW, 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 PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE;" and

(v) contain the following section in addition to the foregoing notice:

"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,

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shall constitute a material default in this lease, 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 pre-paid, registered or certified mail, return receipt requested, addressed to the owner of the unit as such address then appears

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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

BOOK 2860 0042

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 levy a fine, or fines, or give a notice, or notices to quit followed 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 owed by the unit or Unit Owner.

- (e) 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.
- (f) 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.
- (g) A true copy of the lease or occupancy agreement shall be delivered to the Trustees forthwith upon its execution.
- (h) The provisions of this section shall take precedence over any other section

FORM 2860 0044

in the lease or occupancy agreement.

- (i) 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.
- (j) Every lease or occupancy agreement shall have attached thereto, and incorporated therein by reference, a copy of this section.
- (k) Notwithstanding anything to the contrary in this section, it is expressly understood and agreed that the provisions of this section shall not apply 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.

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(1) It is expressly understood that the provisions of the Rent Control Laws of the City of Cambridge shall take precedence over all of the provisions of this Section 30, and in the event of any conflict between the provisions of the Rent Control Laws of the City of Cambridge, said Rent Control Laws shall take precedence. Tenants should understand that although they will be expected to comply with the provisions of the Master Deed, Condominium Trust, Unit Deed, and the By-Laws and Rules and Regulations of the Condominium Trust, the Rent Control Laws of the City of Cambridge may not permit the Condominium Trust to evict them in the event of non-compliance.

31. Non-discrimination

Notwithstanding anything to the contrary herein, no part of this Trust or By-Laws or the rules 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,

BOOK 2860 00-16

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, 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 will occupy such unit, receipt of public assistance, sexual preference, or, in addition to the foregoing by any reason whatsoever prohibited by any federal, state, country or municipal law.

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.

33. Protection of Mortgages; Federal Home Loan Mortgage Corporation; Federal National Mortgage Association

A. Certain Definitions:

BOOK 2860 00-17

- (i) The term "FHLMC" means the Federal Home Mortgage Corporation.
- (ii) The term "FNMA" means the 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 By-Laws and rules and regulations thereto and the Master Plans.

B. Certain Prohibitions:

Notwithstanding anything to the contrary in the Constituent Documents:

- (1) 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.

BOOK 2860 0048

- (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 her unit.
- (iv) There shall be no restrictions on the Grantors right to expand this condominium development which shall be subject to "expansion" or "phases" of additional development, including the possible acquisition of additional abutting land to be added to the phased condominium development.
- (v) Prior to the passage of control of this Trust to consumer until 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 contact 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) Sections 2, 9, and 15B of these By-Laws shall not be amended or modified.
- (vii) The Constituent Documents shall not be amended or modified if the result of any

BOOK 2860 00.19

such amendment or modification would:

- I. Add a "right of first refusal" so called.
- II. Deny Grantor/Sponsor opportunity to develop additional phased development to the condominium project in which sections or phases are established.
- C. Rights of Eligible Mortgage Holders and Eligible Insurers of Guarantors:
 1. Notice of Action: Upon written request to this Trust identifying the name and address of the holder, insurer or guarantor and the unit number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:
 - (a) Any condemnation loss or any casualty loss which affects 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;
 - (b) Any delinquency in the payment of assessments or charges owned by an owner

BOOK 2860 0050

of a unit subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of 60 days;

- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust;
- (d) Any proposed action which would require the consent of a specified percentage of eligible mortgage holders specified below or in Subsection 3 of this Section C.

2. Other Provisions for Eligible Mortgage Holders:

To the extent permitted by applicable law, eligible mortgage holders shall also be afforded the following rights:

- (a) Any restoration or repair of the project, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed, and the original plans and specifications,

BOOK 2860 0051

unless other action is approved by eligible holders holding mortgages on units which have at least fifty-one (51%) percent of the votes of units subject to eligible holder mortgages.

- (b) Any election to terminate the legal status of the project after substantial destruction or a substantial taking in condemnation of the project property must require the approval of eligible holders holding mortgages on units which have at least fifty-one (51%) percent of the votes of units subject to eligible holder mortgages.
- (c) Unless the formual for reallocation of interests in the common area after a partial condemnation or partial destruction of a condominium project is fixed in advance by the constituent documents or by applicable law, no reallocation of interests in the common areas resulting from a partial condemnation or partial destruction of such a project may be effected without

the prior approval of eligible holders holding mortgages on all remaining units whether existing in whole or in part, and which have at least fifty-one (51%) percent of the votes of such remaining units subject to eligible holder mortgages.

- (d) When professional management has been previously required by any eligible mortgage holder or eligible insurer or guarantor, whether such entity became an eligible mortgage holder or eligible insurer or guarantor at that time or later, any decision to establish self management by this Trust shall require the prior consent of owners of units to which at least sixty-seven (67%) percent of the votes in this Trust are allocated and the approval of eligible holders holding mortgages on units which have at least fifty-one (51%) percent of the votes of units subject to eligible holder mortgages.

3. Amendment to Documents

The following provisions do not apply

to amendments to the constituent documents or termination of the condominium regime made as a result of destruction, damage or condemnation pursuant to Subsections 1 and 2 of this Section C above.

1. The consent of owners of units to which at least sixty-seven (67%) percent of the votes in this Trust are allocated and the approval of eligible holders holding mortgages on units which have at least sixty-seven (67%) percent of the votes of units subject to eligible holder mortgages, shall be required to terminate the legal status of the project as a condominium.
2. The consent of the owners of units to which at least sixty-seven (67%) percent of the votes in this Trust are allocated and the approval of eligible holders holding mortgages on units which have at least fifty-one (51%) percent of the votes of units subject to eligible holder mortgages, shall be

BOOK 2860 0051

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;
- (b) assessments, assessment liens or subordination of such liens;
- (c) reserves for maintenance, repair and replacement of the common areas (or units if applicable);
- (d) insurance or Fidelity Bonds;
- (e) rights to use of the common areas;
- (f) responsibility for maintenance and repair of the several portions of the project;

- (h) boundaries of any unit;
- (i) the interests in the general or limited common areas;
- (j) convertibility of units into common areas or of common areas

BOOK 2860 0055

into units;

(k) leasing of units;

(l) imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer, or otherwise convey his or her unit;

(m) any provisions which are for the express benefit of Mortgage Holders, Eligible Mortgage Holders or Eligible Insurers or Guarantors of first mortgages on units.

3. 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 who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request, but this sentence shall

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not apply to FELMC.

D. Right of Action

This Trust and any aggrieved unit owner shall have an appropriate right of action against Unit Owners for failure to comply 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, and with decisions of the Trustees of this Trust which are made pursuant thereto. Each Unit Owner shall have a similar right of action against this Trust. Any such action may be brought in any court of competent jurisdiction.

E. Expansion, Phasing

The Grantor, Sponsor, has indicated on the plan of development the prescribed area to be utilized for additional phases of development and has not added said area into common area of current condominium development of Phase I and II. Upon developing Phase III and beyond, Grantor will have the right to amend and adjust common area relationships, expenditures, responsibilities and liabilities. In addition, Grantor reserves the right to

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acquire additional abutting lands to expand the phased condominium development beyond the current borders as described herein, and will continue to have the right to amend and adjust common area relationships accordingly.

F. Right of First Refusal

In the event that a Right of First Refusal is created pursuant to the provisions of Section C(2)(1) hereof, such Right of First Refusal shall not impair the rights of a first mortgagee of any unit to:

- (a) foreclose or take title to a condominium unit pursuant to the remedies provided in the mortgage, or
- (b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or
- (c) sell or lease a unit acquired by the Mortgagee.

G. 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 of charges which accrue prior to the acquisition of title to such unit by the mortgagee.

H. 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 two-thirds (2/3) of the first mortgagees (based upon one vote for each first 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:

- (a) by act or omission, seek to abandon or terminate the condominium project;
- (b) 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;

- (d) by act of 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);
- (e) 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. 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 their mortgages in the case of a distribution to the condominium unit owners of insurance proceeds or condemnation awards for losses to or taking of condominium units and/or common areas and facilities.

I. Vote or Consent

The right of any unit owner to vote or grant or withhold any consent or exercise any rights pursuant to the provisions 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.

J. Information

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

- (a) notification of any default in the performance by the individual unit borrower of any obligation under the condominium constituent documents which is not cured within sixty (60) days;
- (b) a written certification as to whether or not

BOOK 2860 0062

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 (including Common Expenses, F-Common Expenses and R-Common Expenses) (in making such certification, the unit owners association may rely upon a statement by such requesting party that such requesting party is in fact the mortgagee or holder or servicer in whole or in part of the mortgage encumbering the unit for which such information is requested, without making any independent inquiry);

(c) a written certification as to the percentage

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of unit owners who are more than one (1) month delinquent in the payment of condominium common area charges or assessments (including Common Expenses,

- (d) 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; and in the making of the statements referred to in this sentence, the Trust shall be entitled to rely upon verbal or written information furnished by unit owners, and the Trust shall not be obligated to make any independent inquiry or attempt to confirm the veracity of any statements made by a unit owner and statements made by the Trust under the provisions of this sentence shall be understood to have been made to

the best of the Trust's knowledge and shall not constitute a warranty, representation of certification.

X. 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 provisions 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,

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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 FHMA, or both.

EXHIBIT B

Incorporated into and made a part of the By-Laws of the Clark
Avenue Condominium Trust under Declaration of Trust dated
_____ and to be recorded in the Hampshire County District
Registry of Deeds.

BOOK 2860 0066

RULES AND REGULATIONS OF
CLARK AVENUE CONDOMINIUM TRUST

1. No Obstruction of Common Areas and Facilities

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

2. No Articles in Common Area

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.

3. Toys, Baby Carriages

No baby carriages, toys, playpens, bicycles, benches, chairs or other articles shall be placed on any part of the common areas and facilities except when such articles are in actual use by a unit owner or his family or guests. Such articles shall be stored in areas designated by the Trustees at all other times at the unit owner's own risk.

Hampshire at Dec 2 1968 at 1 o'clock and 53 minutes P.M. Rec'd, ent'd and
(MONTH) (DAY) exam'd with Hampshire Reg. of D. & C., Book 2859 Page 301
Attest _____
REGISTER