



2022 00088065
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 Recorded: 10/25/2022 12:30 PM
 ATTEST: Stephen J. Murphy, Register
 Suffolk County Registry of Deeds

DECLARATION OF TRUST OF 83 ALDRICH STREET CONDOMINIUM TRUST

DECLARATION OF TRUST made this th day of October, 2022 by HEATHER E. OVESEN of Boston, Massachusetts (the "Trustee"), which term and any pronoun referring thereto, whether singular or plural, shall be deemed to include her successors in trust hereunder and to mean the Trustee or Trustees for the time being hereunder wherever the context so permits.

ARTICLE I

Name of Trust

The trust hereby created shall be known as the **83 Aldrich Street Condominium Trust** (the "Trust"). All activities carried on by the Trustees hereunder, shall, insofar as legal, practical and convenient, be conducted under said name and style. Said name shall refer to the Trustees in their capacity as Trustees, and not individually or personally, and shall not refer to the officers, agents or employees of the Trust or to the Unit Owners.

ARTICLE II

The Trust and its Purposes

Section 2.1 - General Purposes and Property Held in Trust

All of the rights and powers in and with respect to the common areas and facilities (the "Common Elements") of the 83 Aldrich Street Condominium (the "Condominium") established by a Master Deed filed herewith (the "Master Deed") with the Suffolk County Registry of Deeds (the "Registry of Deeds"), which are by virtue of the Massachusetts General Laws, chapter 183A, as amended ("G.L. c.183A"), conferred upon or exercisable by the organization of the Unit Owners of said Condominium, and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder shall vest in the Trustees in trust to exercise, manage, administer and dispose of the same, and to receive the income thereof for the benefit of the owners of record from time to time of the Units of the Condominium according to the percentages of undivided beneficial interest in the Common Elements set forth in Article IV hereof (the "beneficial interest") and in accordance with the provisions of Section 10 of G.L. c. 183A for the purposes therein set forth.

This Trust is the organization of Unit owners established pursuant to the provisions of Chapter 183A for the purposes therein set forth.

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Section 2.2. Not a Partnership

It is hereby declared that a trust and not a partnership has been created and that the Unit Owners are beneficiaries, and not partners or associates nor in any other relation whatsoever between themselves with respect to the Trust property, and hold no relation to the Trustees other than of beneficiaries, with only such rights as are conferred upon them as such beneficiaries hereunder and pursuant to the provisions of G.L. c.183A.

ARTICLE III

The Trustees

Section 3.1. Number, Term of Office, Vacancies

Section 3.1.1 - Initial Board. The Initial Board shall consist of the Trustee named in the first paragraph of this Trust, to wit: the Declarant, HEATHER E. OVESEN, hereinafter called the Initial Board. The term of the Initial Board shall end upon the earliest to occur of the following events: (a) 90 days after the sale of both units by the Declarant to third parties; or (b) two (2) years after the filing of the Master Deed. Notwithstanding any other term or provision of this Trust to the contrary: (A) the Unit Owners shall have no power or right to remove the Initial Board, nor to appoint any additional or successor trustees, until the expiration of the term of said Initial Board shall have expired as set forth in the immediately preceding sentence, and (B) during the term of the Initial Board any vacancy in the office of a Trustee, however caused, shall be filled only by the designation of the Declarant of the Master Deed.

Section 3.1.2 - Subsequent Boards of Trustees. After the term of the Initial Board, there shall at all subsequent times be a Board of Trustees hereunder consisting of two (2) natural persons, each Unit Owner being entitled to appoint one Trustee.

Section 3.1.3 - Vacancies; Appointment and Acceptance of Trustees. After the expiration of the term of the Initial Board, if, and whenever the number of Trustees shall become less than two (2), a vacancy or vacancies shall be deemed to exist. If the vacancy in the office of Trustee is to be filled by someone other than the first person named in the Unit Deed, then the vacancy shall be filled by filing with the Registry of Deeds an instrument in writing setting forth the appointment of a natural person to act as such Trustee, signed by the owners of record of the Unit. If the Trustee to be appointed is to be the first person listed on the Unit Deed, no such appointment need be recorded and if no appointment is recorded, the first person listed on the Unit Deed shall be deemed to be a Trustee. If such other appointment is not made by such Unit Owner within 30 days of such vacancy, and there is no natural person named on said deed, then, after written notice to the Owners of record of such Unit, for which there is a vacancy, the then remaining Trustee shall appoint a Trustee for said vacancy which shall be valid upon filling of the acceptance of such appointment signed and acknowledged by the person so appointed.

If for any reason any vacancy in the office of Trustee shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a Trustee or Trustees to fill

such vacancy or vacancies may be appointed by any court of competent jurisdiction on the application of any Unit Owner and notice to all Unit Owners and Trustees and such other parties, if any, to whom the court may direct that notice may be given.

Upon the sale or other transfer of record of any Unit, the Trustee representing such Unit shall be deemed to have resigned and a vacancy to exist and no such resignation need be filed with the Registry of Deeds.

Section 3.2- Trustee Action

Notwithstanding anything to the contrary contained in this Trust instrument: after the term of the Initial Board, in any matter relating to the administration of the trust hereunder or the exercise of any of the powers conferred by this Trust instrument, the Trustees shall act only (i) by unanimous vote of the Trustees, at a duly called and duly held meeting of the Trustees or (ii) by written consent of all of the Trustees then in office, without a meeting. Any instrument signed by any one of the Trustees appearing from the records of the Registry of Deeds to be such, shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of delivery thereof the execution and delivery of that instrument was duly authorized by the Trustees. In the event a vacancy exists in the office of Trustee, the remaining Trustee shall be authorized to act on behalf of the Trust.

Section 3.3 - Resignation; Removal

Any Trustee may resign at any time by instrument in writing signed and duly acknowledged by that Trustee. Resignation shall take effect upon the filing of such instrument with the Registry of Deeds. Any Unit Owner may at any time remove any Trustee appointed by the Unit Owner, with or without cause, by an instrument in writing signed and duly acknowledged by the Unit Owner so removing the Trustee. The vacancy resulting from any such resignation or removal shall be filled in the manner provided in Section 3.1.3. The cost of filing any such resignation or removal shall be paid by the resigning Trustee or the Unit Owner removing the Trustee, as the case may be. Notwithstanding the foregoing, upon the sale or other transfer of record of any Condominium Unit, the Trustee representing such Unit shall be deemed to have resigned and no instrument in writing shall be required to confirm such resignation.

Section 3.4 - Bonds

No Trustee named or appointed, as hereinbefore provided, whether as original or successor Trustee, shall be obliged to give any bond or surety or other security for the performance of his or her duties hereunder, provided, however, all of the Unit Owners may at any time, by notice in writing signed by them and delivered to the Trustee or Trustees affected thereby, require that any one or more of the trustees shall give bond in such amount and with such sureties as shall be specified in such notice, provided however, that if FNMA or FHLMC holds any interest in one or more mortgages on Units, then Trustees' bonds in such amounts and with such sureties as may be required by whichever of FNMA or FHLMC (or both) holds such interest shall be obtained by the Trustees. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

Section 3.5 - Compensation of Trustees

The Trustees shall not be entitled to compensation for their services but shall, upon presentation of proper vouchers to the other Trustees, be reimbursed for all out-of-pocket expenses incurred for the benefit of the Trust property, which expenses shall constitute common expenses of the Condominium. With the prior written approval in each instance of all of the Trustees, any Trustee may be engaged to render services to this Trust, legal, accounting, or otherwise, at such compensation as shall be fixed by the Trustees, and any fees or other compensation shall be a Common Expense of the Condominium.

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

Section 3.6 - No Personal Liability

No Trustee named or appointed as hereinbefore provided shall under any circumstances or in any event be held liable or accountable out of his or her personal assets or be deprived of compensation, or reimbursement, if any, by reason of any action taken, suffered or omitted in good faith or be so liable or accountable for more money or other property than he or she actually receives, or for allowing one or more of the other trustee to have possession of the Trust books or property, or be so liable, accountable, or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of the existence of any personal or adverse interest or gain or by reason of anything except his or her own personal and willful malfeasance and defaults.

Section 3.7- Self-Dealing

Any and all Trustees, notwithstanding their official relations to the Trust and the beneficiaries, may in the ordinary course of business enter into, negotiate, consummate and perform any contract or agreement of any name or nature between the Trust and/or any or all of the Unit Owners and themselves or any or all of the individuals from time to time constituting the Trustees, or any firm or corporation in which any of the Trustees or any Unit Owner may be interested directly or indirectly, whether such individual, individuals, firm or corporation thus contracting with the Trust shall thereby derive personal or corporate profits or benefits or otherwise; provided, however, that the fact of the interest of such Trustee must be disclosed to the Trustees and that such contract is fair and reasonable in its terms, the intent hereof being to relieve each and every person who may be or become a Trustee from any disability, including, but not limited to, being liable to account for any profit realized by any such dealing, contract or arrangement, that might otherwise exist from contracting with the Trustees or with the Unit Owners for the benefit of himself or herself or any co-partnership or corporation in which he or she may be in any way interested.

Section 3.8 - Indemnity

The Trustees shall be entitled to indemnification both out of the Trust property and by the Unit Owners severally, in proportion to their ownership in the common areas and facilities, against any liability incurred by them or any of them in the execution hereof, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines, all as provided in G.L. c. 183A and acting by unanimous vote, may purchase such insurance against such liability as they shall determine is reasonable and necessary, the cost of such insurance to be a common expense of the Condominium. Each Unit Owner shall be personally liable for all sums lawfully assessed for his or her share of the common expenses of the Condominium and for his or her proportionate share of any claims involving the Trust property in excess thereof, all as provided in Sections 6 and 13 of the Condominium Law. Nothing in this paragraph contained shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument.

Section 3.9- Execution by Trustee

The Trustees may provide by unanimous vote or arrangement in writing that one Trustee may execute any instrument on behalf of the Trust without the necessity of having the other Trustees join in such execution, provided however that a certificate pursuant to G.L. c. 183A, Section 6(d) cannot be signed only by the Trustee of the Unit for which the certificate applies.

ARTICLE IV

Beneficiaries and the Beneficial Interest in the Trust

Section 4.1 - Beneficial Interest

The beneficiaries of this Trust shall be the owners of record of Units in the Condominium as they may be from time to time. The beneficial interest in this Trust shall be divided among the Unit Owners in accordance with the percentage of undivided beneficial interest appertaining to the Units of the Condominium, respectively, as stated in Exhibit B of the Master Deed, as it may be amended from time to time.

Section 4.2 – Persons to Vote as Unit Owners

Voting rights shall be proportionate to the beneficial interest of each Unit Owner in the Trust. The beneficial interest of each Unit of the Condominium shall be held and exercised as a Unit and shall not be divided among several owners of any such Unit. To that end, whenever any Unit is owned of record by more than one person, the several owners of such Unit shall (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such unit hereunder, and (b) notify the Trustees of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Unit Owner's name that appears first on the deed shall be designated for such purposes.

Section 4.3 -Vote by Proxy

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

ARTICLE V

By-Laws

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

ARTICLE VI

Rights and Obligations of Third Parties Dealing with the Trustees

Section 6.1 Reliance on Identity of Trustees

No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in the Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees under this Trust, or be affected by any notice, implied or actual, otherwise than by a certificate thereof, signed by the person or persons who, pursuant to this trust instrument, are authorized or required to sign the same, and such certificate shall be conclusive evidence of the personnel of the Trustees and of any changes therein. The receipts of the Trustees, or any one or more of them, for monies or things paid or delivered to them shall be effectual discharges therefrom to the persons paying or delivering the same and no person from whom the Trustees, or any one or more of them, shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was Trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees, and any instrument of appointment of a new Trustee or resignation or removal of an old Trustee purporting to be executed by the Trustees, Unit Owners or other persons required by this Trust to execute the same, shall be conclusive evidence in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation, removal or appointment or the occasion thereof.

Section 6.2 - Personal Liability Excluded

No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee, or against any beneficiary either directly or indirectly, by legal or equitable proceedings, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees shall look only to the Trust property for any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor, provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Trustees under the provisions of this Trust or under the provisions of G.L. c. 183A.

Section 6.3 -All Obligations Subject to This Trust

Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions of this Trust, whether or not express reference shall have been made to this instrument

Section 6.4 - Further Matters of Reliance

This Declaration of Trust and any amendments to this Trust and any certificate required by the terms of this Trust to be filed and any other certificate or paper signed by the Trustees which it may be deemed desirable to file shall be recorded with the Suffolk County Registry of Deeds and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the Trust property or any beneficiary thereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with said Registry of Deeds. Except as otherwise provided in Section 7.1 hereof, any certificate signed by all of the Trustees in office at the time, setting forth as facts any matters affecting the Trust including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries and as to matters determining the authority of the Trustees, or any one of them to do any act, when duly acknowledged and recorded with the said Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by all of the Trustees hereunder, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustees, shall, as to all persons acting in good faith in reliance thereon be conclusive evidence of the truth of the statements made in such certificate, the existence of the facts therein set forth and the existence of the authority of such one or more Trustees to execute and deliver the designated instrument on behalf of the Trust. The provisions of this Section 6.4 shall be subject to the provisions of Article III hereof.

Section 6.5 - Common Expenses in Event of Unit Mortgage Foreclosure

Any first mortgagee who obtains title to a Condominium Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such unit's unpaid dues or charges that accrue prior to the acquisition of title to such Unit by the mortgagee, subject to the provisions of the superlien set forth in G.L. c. 183A, Section 6.

ARTICLE VII

Amendment and Termination

Section 7.1 - Amendments

The Trustees, with the consent in writing of one hundred percent (100%) of the Unit Owners, may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent. The Trustees first, however, shall be duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that any such amendment, alteration, addition or change (a) according to the purport of which the percentage of the beneficial interest hereunder of any Unit Owner would be altered or in any manner or to any extent whatsoever modified or affected so as to be different from the percentage of the beneficial interest of such Unit Owner in the Common Elements as set forth in the Master Deed, and any amendment thereto, or (b) which would render this Trust contrary to or inconsistent with any requirements or provisions of G.L. c. 183A, or the Master Deed shall be invalid and of no effect. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon filing with the Registry of Deeds, of an instrument or amendment, alteration, addition, or change as the case may be, signed, sealed and acknowledged in the manner required in 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 required by this Trust to consent thereto. Such instrument, so executed and filed, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition, or change, upon all questions as to title or affecting the rights of third persons and for all other purposes.

Section 7.2- Termination

The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of G.L. c.183A in accordance with the procedure therefor set forth in Section 19 thereof.

Section 7.3- Disposition of Trust Property Upon Termination

Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of G.L. c. 183A sell and convert into money the whole of the Trust property, or any

part thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute at valuations made by them which shall be conclusive, all other property then held by them in trust hereunder, to the Unit Owners according to their respective beneficial interest stated in this Trust. In making any sale under this Section, the Trustees shall have the power to sell by public auction or private sale or contract and to buy in or rescind or vary any contract of sale and to resell without being answerable for the loss and, for said purposes, to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time.

Section 7.4 - Consent of Mortgagees

Notwithstanding the foregoing provisions of this Article VII, unless one hundred percent (100%) of the first mortgagees of Units have given their prior written approval, neither the Trustees nor the Unit Owners shall (1) by any act or omission, seek to abandon or terminate the Condominium, (2) change the pro rata interest or obligations of any individual Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata interest of ownership of each Unit in the Common Elements; (3) partition or subdivide any Unit; or (4) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed an action for which prior consent of the First Mortgagee shall be required pursuant to this clause; (5) change reserves for maintenance repair, replacement of the Common Areas and facilities; or (6) use hazard insurance proceeds on account of losses to either the Units or the Common Elements for other than the repair, replacement or reconstruction thereof, except as otherwise provided by statute in case of a taking of or substantial loss to the Units and/or Common Elements.

ARTICLE VIII

Sale of Units

Section 8.1 - No Severance of Ownership

No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his or her Unit without including therein the Appurtenant Interests (as hereinafter defined); it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the Unit to which such interests are

appurtenant, or as part of a sale, transfer, or other disposition of such part of the Appurtenant Interests of all Units.

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

- (i) the undivided interest of a Unit Owner in the Common Elements;
- (ii) the interest of such Unit Owner in any Units theretofore acquired by the Trustees, or their designee, on behalf of all Unit Owners, or the Proceeds of the sale or lease thereof, if any; and
- (iii) the interest of such Unit Owner in any other assets of the Trust. Section 8.2 Financing of Purchase of Units by Trustees With the prior approval of all of the Unit Owners, the Trustees may acquire Units of the Condominium. Acquisition of Units by the Trustees may be made from any funds in the hands of the Trustees; or if such funds are insufficient, the Trustees may levy an assessment against each Unit Owner in proportion to his or her beneficial interest, as a common charge; or the Trustees; in their discretion, may borrow money to finance the acquisition of such Units, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Units with Appurtenant Interests so to be acquired by the Trustees.

Section 8.3 -Waiver of Right of Partition

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

Section 8.4 - Payment of Assessments

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

ARTICLE IX

Construction and Interpretation

Section 9.1 - Construction

In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include individuals, firms, associates, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is reasonably required by the subject matter or context. The title headings of different parts hereof are inserted only for convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts. Unless the context otherwise indicates, words defined in G.L. c. 183A shall have the same meaning here.

Section 9.2 - Conflicts

If any provision of this Trust shall be invalid or shall conflict with G.L. c. 183A, as amended, of the General Laws of Massachusetts, or if any provision of this Trust conflicts with any provision of the Master Deed, then the following rules of constructions shall be used:

- A. In the event of a conflict between the Trust and said G.L. c. 183A, as amended, the provisions of Chapter 183A shall control;
- B. The invalidity of any provision of the Trust shall not impair or affect the validity or enforceability of the other provisions of this Trust;
- C. In the event of a conflict between any numerical voting requirements for action set forth in the Master Deed and any such requirements set forth herein, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control; and
- D. In the event of any conflict other than set forth in Subparagraph C. of this Section between the provisions of the Master Deed and any other provision hereof, the provisions of the Master Deed shall control.

Section 9.3 - Consents

Wherever it is provided herein that the permission, approval or consent of any party is required, such permission, approval or consent shall not be unreasonably withheld. The Trustees have the power and authority to waive any provision of this Trust affecting or limiting the rights of a Unit Owner for any cause or reason determined to be reasonable by such Trustees in their discretion.

ARTICLE X

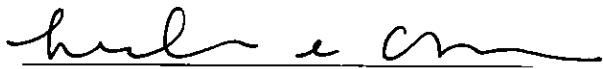
Arbitration

Section 10.1 - Arbitration

In the event that any Unit Owner or any Trustee is aggrieved by any action or non-action of another Unit Owner or Trustee, or in the event that any decision requiring a vote of the Unit Owners or Trustees remains undecided for more than 15 days, any Unit Owner or Trustee may submit such action or vote to arbitration, by choosing a mutually agreed upon Arbitrator. In the event the Trustee(s) and Unit Owner(s) are not able to mutually agree on one arbitrator, then the Trustee or Unit Owner that submitted the matter to arbitration shall designate an arbitrator and the remaining Trustee or Unit Owner shall designate another arbitrator. The two arbitrators so designated, shall designate a third arbitrator, and such arbitration shall be binding and shall be conducted by all three arbitrators in accordance with the rules and procedures of the American Arbitration Association. Such arbitration shall be conducted by an arbitrator(s) selected by the American Arbitration Association (Boston office, so long as such institution shall exist, or such similar organization as may then be in existence) who shall arbitrate such dispute according to rules promulgated by such Association. The findings and results of such arbitration shall be binding upon the parties and may thereafter be submitted to any court of competent jurisdiction for enforcement. The cost of the arbitration shall be paid for by the losing party unless the arbitrators find otherwise in which case the decision of the arbitrators regarding costs shall be binding on the parties.

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IN WITNESS WHEREOF, the said HEATHER E. OVESEN has set her hand and seal this 20th day of October, 2022.

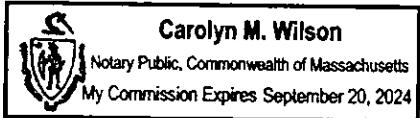


HEATHER E. OVESEN
As Grantor and Trustee

COMMONWEALTH OF MASSACHUSETTS

Norfolk, ss

On this 20th day of October, 2022, before me, the undersigned notary public, personally appeared HEATHER E. OVESEN, proved to me through satisfactory evidence of identification, which was a MA licence, to be the person whose name is signed on the preceding document and acknowledged to me that she signed it voluntarily for its stated purpose.



Carolyn M. Wilson
Notary Public Carolyn M. Wilson
My Commission Expires 9/20/24

EXHIBIT A

Incorporated into and made a part of the Declaration of Trust for the 83 Aldrich Street Condominium Trust.

83 ALDRICH STREET CONDOMINIUM TRUST BY-LAWS

The provisions of this Exhibit A to the 83 ALDRICH STREET CONDOMINIUM TRUST shall constitute the By-Laws of the 83 ALDRICH STREET CONDOMINIUM TRUST, the organization of Unit Owners established by said Trust.

Section 1 - Powers and Duties of the Trustees

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

- (a) To manage, maintain, repair, restore, and improve Common Areas and Facilities, and when they shall deem necessary, the Units, including the right to enter upon any Unit to make emergency repairs;
- (b) To determine the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the common areas and facilities;
- (c) To Levy and collect the common charges from the Unit Owners;
- (d) To employ, appoint and remove such agents, managers, officers, brokers, engineers, architects, employees, servants, assistants and counsel (which counsel may be a firm of which one or more of the Trustees are members) as they shall deem proper for the purchase, sale or management of the Trust property, or any part or parts thereof, or for conducting the business of the Trust, and may define their respective duties and fix and pay their compensation, and the Trustees shall not be answerable for the acts and defaults of any such person;
- (e) Subject to the provisions of Section 7 of these Bylaws, to adopt, amend and administer (including waiver) rules and regulations covering the details of the operation and use of the Condominium;
- (f) To opening bank accounts on behalf of the Condominium and designate the signatories required therefore, and to deposit any funds of the Trust in any bank or trust company, and to delegate to any one or more of their number the power to deposit, withdraw and draw checks on any funds of the Trust;

- (g) To lease, manage and otherwise deal with such community facilities as may be provided for in the Master Deed as being common areas and facilities;
- (h) To own, convey, encumber, lease and otherwise deal with Units conveyed to it or purchased by it as the result of enforcement of the lien for common expenses, or otherwise;
- (i) To obtain insurance for the Condominium, including the Units, pursuant to the provisions hereof;
- (j) To make repairs, additions and improvements to, or alterations of, the Condominium, and repairs to and restoration of the Condominium in accordance with the other provisions of this Trust;
- (k) To enforce obligations of the Unit Owners and have the power without derogating from any other right of the Trustees with respect thereto to levy fines against the Unit Owners for violations of reasonable rules and regulations established by the Trustees to govern the conduct of the Unit Owners. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were common charges owed by the particular Unit Owner or Unit Owners. In the case of persistent violation of the rules and regulations by a Unit owner, any one Trustee shall have the power to require such Unit Owner to post a bond to secure adherence to the rules;
- (l) To determine whether receipt by them constitutes principal or income or surplus and allocate between principal and income and designate as capital or surplus any of the funds of the Trust;
- (m) Subject to the provisions of Section 30 of these Bylaws, to purchase or lease a Unit;
- (n) To purchase units at foreclosure or other judicial sales;
- (o) To organize and maintain corporations, trusts, or other entities to act as nominee of the Condominium in acquiring title to units on behalf of all Unit Owners under the provisions hereof;
- (p) To conduct litigation as to any course of action involving the common areas and facilities or arising out of the enforcement of the Bylaws, Rules and Regulations, and Master Deed, and this Trust; but, notwithstanding any provision of the Master Deed, or the Declaration of Trust of the Condominium Trust, or of these Bylaws or the Rules and Regulations to the contrary, neither the Trustees acting in their capacity as such Trustees or acting as representatives of the Unit Owners, nor any class of Unit Owners shall bring any litigation whatsoever unless a copy of the proposed complaint in such litigation has been delivered to all of the Unit Owners, and not less than sixty six (66) percent of all Unit Owners consent in writing to the bringing of such litigation within sixty (60) days after a copy of such complaint has been delivered to the Unit Owners and specifying as part of the written consent a specific monetary limitation to be paid as legal fees and costs and expenses to be incurred in connection therewith, which amount shall be separately assessed as a special assessment effective forthwith at the time of said affirmative consent. Notwithstanding any provisions of the Master Deed, or of the Declaration of Trust of the

Condominium Trust (including, but not limited to, the provisions of Section VII of the Declaration of Trust of the Condominium Trust) or these Bylaws or the Rules and Regulations, the provisions of this Paragraph shall not be amended except by vote of one hundred (100) percent of Unit Owners. The provisions of this paragraph shall not apply to litigation by the Condominium Trust against Unit Owners with respect to the recovery of overdue Common Expenses or Special Assessments or to foreclose the lien provided by Chapter 183A, Section 6, and Chapter 254, Sections 5 and 5A, as amended by 1987 Mass. Acts Chapter 338 and 1989 Mass. Acts Chapter 341, or to enforce any of the provisions of the Master Deed, or the Declaration of Trust of the Condominium Trust, or these Bylaws or Rules and Regulations thereto, or the unit deed, against Unit Owners;

- (r) To grant permits, licenses and easements over the common areas and facilities for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium project;
- (s) To enter into management contracts for the management of the Common Elements, subject to Section 14B of these By-laws;
- (t) To retain the trust property, or any part or parts thereof, in the same form or forms of investment in which received or acquired by them so far and so long as they shall think fit, without liability for any loss resulting therefrom;
- (u) To sell, assign, convey, transfer, exchange and otherwise deal with or dispose of the Trust property, free and discharged of any and all trusts, at public or private sale, to any person or persons for cash or on credit and in such manner and on such restrictions, stipulations, agreements and reservations as they shall deem proper, including the power to take back mortgages to secure the whole or any part of the purchase price of any of the Trust property sold or transferred by them, and execute and deliver any deed or other instrument in connection with the foregoing;
- (v) To purchase or otherwise acquire title to, and rent, lease or hire from others for terms which may extend beyond the termination of this Trust any property or rights to property, real or personal, and own, manage, use and hold such property and such rights;
- (w) By written consent of all of the Trustees then in office, borrow or in any manner raise such sum or sums of money or other property as they shall deem advisable in any manner and on any terms, evidence the same by notes, bonds, securities or other evidences of indebtedness, which may mature at a time or times, and deliver any mortgage, pledge or other instrument to secure any such borrowing;
- (x) To invest and reinvest the Trust property, or any part or parts thereof, and from time to time, as often as they shall see fit, change investments, including investment in all types of securities and other property, of whatsoever nature and however denominated, all to such extent as to them shall seem proper, and without liability for loss even though such property or such investments shall be of a character or in an amount not customarily considered proper for the investment of trust funds or which does or may not produce income;

(y) To incur such liabilities, obligations and expenses and pay from the principal or the income of the Trust property in their hands all such sums as they shall deem necessary or proper for the furtherance of the purposes of this Trust;

(z) To improve any property owned by the Trust;

(aa) Generally, in all matters not herein otherwise specified, to control and do each and everything necessary, suitable, convenient, or proper for the accomplishment of any of the purposes of the Trust or incidental to the powers herein or in said Chapter 183A, manage and dispose of the Trust property as if the Trustees were the absolute owners thereof and to do any and all acts, including the execution of any instruments, which by their performance shall be shown to be in their judgment for the best interest of their Unit Owners.

Section 2 - Maintenance and Repair of Units and Exclusive Use Areas

Section 2.1 - Maintenance and Repair of Units. The Unit Owners shall be responsible for the proper maintenance and repair of their respective Units; and the maintenance, repair and replacement of utility fixtures serving the same, including without limitation, interior finish walls, ceilings, and floors; windows, and interior window trim; doors, door frames and interior door trim; plumbing and sanitary waste fixtures, furnaces, outlets; and all wires, pipes, drains and conduits for water, sewerage, electric power and light, telephone and any other utility services which serve such unit exclusively, regardless of whether same are located within the boundaries of the Unit or within the Common Areas and Facilities. If any Trustee shall at any time in their reasonable judgment determine that the interior of any Unit is in such need of maintenance or repair that the market value of one or more other Units is being substantially and adversely affected or that the condition of a Unit or fixtures, furnishings, facility or equipment therein is hazardous to any Unit or the occupants thereof, the Trustees shall, in writing, request the unit owner(s) to perform the needed maintenance, repair or replacement or to correct the hazardous condition, and in case such Unit Owner shall not have objected to the necessity of completing the work and the work shall not have been commenced within fifteen (15) days (or such reasonable shorter period in case of emergency as the Trustee shall determine) of such request and thereafter diligently brought to completion the Trustee shall be entitled to have the work performed for the account of such Unit Owner and to enter upon and have access to such Unit for that purpose. The reasonable cost of such work shall constitute a lien upon such Unit and the Unit Owner shall be personally liable therefor.

Section 3 - Maintenance, Repair and Replacement of Common Elements; Assessment of Common Expenses

Section 3.1 - Maintenance, Repair and Replacement of Common Elements. The Trustees shall be responsible for the proper maintenance, repair and replacement of the Common Areas and Facilities of the Condominium. The Trustees or any others who may be so designated by the Trustees, may approve payment of vouchers for such work, and the expenses of such maintenance, repair and replacement shall be assessed to the Unit Owners by the Trustees and the Unit Owners shall be personally liable therefore.

However, if the maintenance, repair or replacement of the Common Areas and Facilities is necessitated by the negligence or misuse of a Unit Owner, either directly or by virtue of his or her failure to properly maintain, repair or replace his or her Unit, the expenses of such maintenance, repair and replacement may be assessed to the particular Unit Owner by the Trustees and the Unit Owner shall be personally liable therefore.

Section 3.2 - Assessment of Common Expenses. Common expenses of the Condominium shall include premiums for the insurance master policy, landscape maintenance, and snow removal costs as well as development of a reserve account for future repairs of common areas and capital improvements to the roof, exterior of the building, and other common areas. The condominium fees to be paid by the Unit Owners on a monthly basis shall be applied to these purposes, the amount of such condominium fees are to be determined by agreement of the Trustees.

Section 4 - Common Expenses, Profits and Funds

Section 4.1 - The Unit Owners shall be liable for common expenses and shall be entitled to common profits of the Condominium in proportion to their respective beneficial interest in the Common Elements as set forth in the Master Deed. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. Condominium dues or charges shall include an initial contribution equal to two (2) months condominium dues, to be paid by the initial purchaser of each unit at closing, in order to create an adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis. Any amounts paid in to this fund shall not be considered as advance payments of regular assessments. The Trustees shall, to such extent as they deem advisable, set aside common funds of the Condominium as reserve or contingent funds, and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or, subject to the provisions of Section 6 of these by-laws for repair, rebuilding or restoration of the Trust property or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.

Section 4.2 – At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the Trustees shall estimate the common expenses expected to be incurred during the next fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed surplus accumulations from prior years, shall determine the assessment to be made for the next fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessment, according to their beneficial interest in the Common Elements. In the event an annual assessment is not made as above required, an assessment shall be presumed to have been made in the amount of the last prior assessment.

In the event that the Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, the Trustees shall make a supplemental assessment or assessments and render statements therefor in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The Trustees may in their discretion provide payments of statements in monthly or other installments. The amount of each such statement shall be a personal liability of each Unit Owner (jointly and severally among the owners of each Unit) and, if not paid when due,

or upon the expiration of such grace period as the Trustees may (but need not) designate, shall carry a late charge in the amount of \$25.00/month. Such amount together with any such late amount or charge, interest, and attorneys' fees for collection as hereinafter provided, shall constitute a lien on the Unit if not paid when due in accordance with the Master Deed, the By-Laws or Massachusetts law. The Unit Owner, by acceptance of a Unit Deed, agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the Trustees in collection of said assessments for common expenses and enforcement of said lien. The personal liability of each Unit Owner as described in this Section 4.2 shall not pass to such Unit Owner's successors in title unless assumed by them or required by applicable law.

Section 4.3 - The Trustees shall expend common funds only for the purposes permitted by this Trust and by Chapter 183A.

Section 4.4 - During such time that Real Estate taxes (including betterment assessments) are assessed against the real property described in the Master Deed as one (or more) tax parcels, but not as Condominium Units, the Trustees may collect and expend, in the same manner as common expenses, all amounts necessary to pay such real estate taxes and betterment assessments for common benefit. Each Unit shall be assessed for such real estate taxes in proportion to its beneficial interest in the Common Areas and Facilities of the Condominium. The Trustees may collect the funds for such Real Estate taxes in lump sums or installment payments in advance, as they in their sole discretion shall determine and they may charge any penalties for late payment imposed by the municipal authorities of the Units responsible therefore, in addition to any other penalties or charges attributable thereto.

Section 4.5 - Upon written request addressed to the Trustees by a First Mortgagee of any Unit, the Trustees shall notify such Mortgagee of any default by the Mortgagor of such Unit in the performance of the mortgagor's obligations under the Master Deed or this Declaration of Trust.

Section 5 - Insurance

Section 5.1 - The Trustees shall obtain and maintain, to the extent available, master policies of casualty and physical damage insurance for the benefit and protection of the Trustees and all of the Unit Owners, naming them as the named insureds, and with loss proceeds payable to the Trustees hereunder, or one or more of the Trustees hereunder designated by them, as Insurance Trustees for all of the Unit Owners collectively of the Condominium and their respective mortgagees, as their interests may appear, pursuant to such condominium form of insurance as may from time to time be customarily used in Massachusetts, such insurance to cover the building and all other insurable improvements forming part of the common areas and facilities, including the heating equipment and other service machinery, apparatus, equipment and installations in the common areas and facilities, and including also all such portions and elements of the Units as the Unit Owners are responsible for under Section 2.1, but not including (1) the furniture, furnishings or other personal property of the Unit Owners; or (2) improvements within a Unit made by the Owners subsequent to the first sale of such a Unit by the Declarant, unless such improvement has been made with the written consent of the Trustees pursuant to which such Unit Owner agrees to pay any additional insurance premiums resulting therefrom. If such agreement is not made,

insuring such improvement shall be the separate responsibility of the Unit Owner. Such insurance shall, insofar as practicable, be maintained in an amount equal to at least one hundred (100%) percent of the replacement value of the insured property for insurance purposes as determined by the Trustees (who shall review such value at least as often as annually), and shall insure against (1) loss or damage by fire and other hazards covered by the standard extended coverage endorsement; (2) 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; and (3) such other hazards or risks as the Trustees from time to time in their discretion shall determine to be appropriate, including, but not limited to, vandalism, malicious mischief, windstorm and water damage, and boiler and machinery explosion or damage. Such insurance may have a deductible amount to be determined from time to time by the Trustees, and all such policies shall have an agreed amount endorsement or its equivalent, if applicable, or an inflation guard endorsement.

Section 5.2 - All policies of casualty or physical damage insurance shall, insofar as practicable, provide (1) that such policies may not be canceled, terminated or substantially modified as to amount of coverage or risks covered without at least thirty (30) days' written notice to the Unit Owners, Trustees and first mortgagees; (2) for waiver of subrogation as to any claims (except claims involving arson or fraud) against the Trust, the Trustees, the manager, agents, employees, the Unit Owners and their respective employees, agents and guests; (3) for waivers of any defense based upon the conduct of any insured; and (4) in substance and effect that the insurer shall not be entitled to contribution as against any casualty or property insurance which may be purchased separately by Unit Owners, a so-called "Special Condominium Endorsement".

Section 5.3 - The Trustee(s) hereunder designated as Insurance Trustee(s) as aforesaid, shall collect and apply and disburse the same in accordance with applicable provisions of Section 5.6 of these By-Laws. With respect to losses covered by such insurance which affect portions of elements of a Unit, or of more than one Unit to substantially the same or to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Trustees in a fair and equitable manner.

All policies of insurance shall provide that all casualty loss proceeds there under shall be paid to the Trustees as insurance trustees under this Trust.

Section 5.4 - The Trustees shall also so obtain and maintain, to the extent available, master policies of insurance with respect to the common areas and facilities, for the benefit of the Trustees and all of the Unit Owners, for (1) comprehensive public liability, including personal injury coverage which shall cover claims of any Unit Owner in an amount of not less than ONE MILLION (\$1,000,000.00) DOLLARS per occurrence for personal injury, wrongful death and/or property damage; (2) workmen's compensation and employees' liability with respect to any manager, agent or employee of the Trust, but excluding any independent agent or manager who shall furnish to the Trustees a Certificate of Insurance if such liability is otherwise insured against, it being agreed that the Trustees may waive such requirement in any particular instance, at their discretion; (3) such other risks as the Trustees in their discretion deem it appropriate to insure. All such insurance shall be in such amounts and forms as the trustees shall in their discretion deem appropriate, and shall, insofar as practicable, contain provisions as set forth with

respect to non-cancellation, waiver of subrogation, waiver of defense based on conduct of any insured, and non-contribution, as described in section 5.2.

The trustees may maintain Fidelity Bond coverage in a form and amount as required by FNMA guidelines.

Section 5.5 -The cost of all such insurance obtained and maintained by the Trustees pursuant to provisions of this Section 5 shall be a common expense.

Section 5.6 - Each Unit Owner may obtain additional insurance for his or her own benefit at his or her own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Trustees pursuant to Section 5.1 above, and each Unit Owner hereby assigns to the Trustees the proceeds of any such policy to the extent that any such policy does in fact result in a decrease in such coverage, said proceeds to be applied pursuant to the terms of this Section 5 as if produced by such coverage. Copies of all such policies (except policies covering only personal property of individual Unit Owners) shall be filed with the Trustees.

Section 5.7- Each Unit Owner shall notify the Trustees of all improvements to his or her unit (except personal property other than fixtures) which exceed a total value of FIVE THOUSAND (\$5,000.00) DOLLARS within twenty (20) days after the commencement of construction of such improvements, and upon receipt of such notice the Trustees shall notify the insurer under any policy obtained pursuant to Section 5.1 hereof of any such improvements. Any increase in the cost of insurance as a result of a Unit Owner's improvement to his or her unit shall be paid by the Unit Owner making said improvement. Failure of a Unit Owner to notify the Trustees of any such improvement(s), may result in the improvement(s) not being covered by the master insurance policy.

Section 5.8 - All insurance obtained and maintained by the Trustees shall conform to applicable requirements of the Federal Home Loan Mortgage Corporation ("FHLMC") and the Federal National Mortgage Association ("FNMA") so long as FHLMC or FNMA hold one or more mortgages on units in the Condominium or any interest therein.

Section 5.9 - Nothing shall be done or kept in any unit or in the common areas and facilities which will increase the rate of insurance on the buildings or the contents thereof without the prior written consent of the Trustees, unless the Unit Owner responsible for such increase shall agree to pay the amount of such increase.

Section 6 - Rebuilding and Restoration, Improvements

Section 6.1 - In the event of any casualty loss to the Trust property, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten percent (10%) of the value of the Condominium immediately prior to the casualty and shall notify all Unit Owners of such determination. If such loss as so determined does not exceed ten percent (10%) of such value, the Trustees shall proceed with the necessary repairs, rebuilding or restoration in the manner provided in paragraph (a) of Section 17 of Chapter 183A. If such loss as so determined exceeds

ten percent of such value, the Trustees shall forthwith submit to all Unit Owners (a) a form of Agreement (which may be in several counterparts) among the Unit Owners authorizing the Trustees to proceed with the necessary repair, rebuilding or restoration, and (b) a copy of the provisions of said Section 17; and the Trustees shall thereafter proceed in accordance with, and take such further action as they may in their discretion deem advisable in order to implement the provisions of paragraph (b) of said Section 17.

Section 6.2 - If and whenever the Trustees shall propose to make any improvement to the Common Elements of the Condominium, or shall be requested in writing by any one (1) Unit Owner to make any such improvement, the Trustees shall submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same, and (b) a copy of the provisions of Section 18 of Chapter 183A. Upon the receipt by the Trustees of such agreement signed by the Unit Owners holding one hundred (100%) percent of the beneficial interest or the expiration of ninety (90) days after such agreement was first submitted to the Unit Owners the Trustees shall proceed to make the improvement or improvements and shall charge the same to all the Unit Owners. The agreement so circulated may also provide for separate agreement by the Unit Owners that if Unit Owners holding at least sixty-sixty (66%) percent of the beneficial interest so consents, the Trustees shall proceed to make such improvement or improvements and shall charge the same to the Unit Owner(s) so consenting.

Section 6.3 - Notwithstanding anything in Sections 6.1 and 6.2, in the event that any Unit Owner, by written notice to the Trustees shall dissent from any determination of the Trustees with respect to the value of the Condominium or any other determination or action of the Trustees under this Section 6, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owner(s) shall submit the matter to arbitration. For that purpose, one arbitrator shall be designated by the Trustee(s), one by the dissenting Unit Owner(s) and a third arbitrator by the two arbitrators so designated. Such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association and shall be binding upon all parties. The Trustees decision that work constitutes a repair, rebuilding or restoration other than an improvement shall be conclusive unless shown to have been made in bad faith. The Trustees shall in no event be obligated to proceed with any repairs, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the Trustees' estimate of all costs thereof.

Section 6.4 - If and whenever any Unit Owner shall propose to make an improvement to, or affecting, the Common Areas and Facilities of the Condominium or the exclusive use areas assigned to their Unit, at such Unit Owner's own expense, and the Trustees determine in their reasonable discretion that such improvement would be consistent and compatible with the provisions and intent of the Master Deed, the Trustees may, but shall not be obligated to, authorize such improvement to be made at the sole expense of the Unit Owner proposing the same, subject to such contractual undertakings of the Unit Owner proposing such improvement as the Trustees in their reasonable discretion deem to be necessary or desirable in the circumstances. Any Unit Owner is free to decorate the interior of his or her unit in any manner as he or she sees fit without requiring the consent of the Trustees so long as such decorations do not alter the structure of the or the building.

Section 6.5 - Unit Owners may make additions, alterations or improvements to their Units, at their sole cost and expense, provided that all such additions, alterations or improvements shall be performed in compliance with all applicable laws, regulations and codes and when required thereby, by licensed contractors and shall be completed in a good and workmanlike manner. It shall be the responsibility of the Unit Owner making the additions, alterations or improvements to obtain all permits, if necessary, from the City of Boston, prior to commencing work on any additions, alterations or improvements. For any improvement requiring architectural or engineering plans or specifications, the Unit Owner making the addition, alteration or improvement shall obtain the approval of the Trustees and the other Unit Owner, which approval shall not be unreasonably withheld, prior to commencing work on the addition, alteration or improvement. Each Unit Owner and his or her contractors shall cooperate with the Trustees and other Unit Owner so as not to unduly inconvenience or disturb the occupants of the condominium.

Notwithstanding the provisions of Section 6 of these By-Laws, the cost, in excess of available insurance proceeds, of repairing or restoring any damage to the Common Areas and Facilities or to any Unit which is caused by any work being performed by or for a Unit Owner shall be charged solely to such Unit Owner.

Upon completion of any additions, alterations or improvements the Trustees shall notify the insurance carrier of the improvements and any increase in the cost of insurance as a result thereof shall be paid by the Unit Owner that made the additions, alterations or improvements.

Section 6.6 - Any application to any department of the municipality or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Trustees without, however, incurring any liability on the part of the Trustees or any of them to any contractor, subcontractor or materialman or any other person on account of such addition, alteration or improvement, to any person having any claim for injury to person or damage to property arising therefrom.

Section 7 - Administrative Rules and Regulations

Section 7.1 - 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.

Section 7.2 - The Trustees shall administer such rules and regulations.

Section 7.3 - The Trustees may at any time and from time to time, amend, rescind and waive, any or all of such rules and regulations.

Section 7.4 - 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.

Section 7.5 - Notwithstanding the foregoing provisions of this Section 7, (i) the Trustees shall furnish copies of any new rule or regulation, or amendment of any existing rule or regulation, to the Unit Owners prior to the time when such new rule or regulation, or amendment, as the case may be, shall become effective, and (ii) the Unit Owners, by unanimous vote, may, at any time and from time to time, rescind, amend or waive any rule or regulation promulgated by the Trustees (including but not limited to the initial rules and regulations referred to hereinabove); and (iii) any waiver, rescission, amendment, adoption or enforcement of a rule or regulation whether by the Trustees or the Unit Owners, as hereinbefore set forth, shall be uniformly binding upon all Unit Owners.

Section 8 - Managing Agent

The Trustees may, at their discretion, appoint a manager or managing agent to administer the management and operation of the Condominium, including the incurring of expenses, and making of disbursements and the keeping of accounts, as the Trustees shall from time to time determine. The Trustees or such manager or managing agent may appoint, employ and remove such additional agents, attorneys, accountants or employees as the Trustees shall determine provided, however, that the duties and powers, and responsibilities of the Trustees of these By-Laws shall not be so delegated to anyone whomsoever except the Trustees themselves, or to such of the Trustees as the Trustees shall designate. However, notwithstanding the appointment of such a Manager, the Trustees shall retain ultimate control over the administration, management and operation of the Condominium. The consent of both Trustees shall be necessary for the hiring and dismissal of any employees of the Condominium.

Section 9 - Condemnation

In the event that any of the Units or the Common Areas and Facilities of the Condominium are affected by eminent domain proceedings, the following shall apply:

Section 9.1 - If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by the Master Deed, the award shall compensate the Unit Owner for his Unit and its undivided percentage interest in the Common Areas and Facilities whether or not any of the Common Areas and Facilities have been acquired. Upon acquisition, unless the decree otherwise provides, that Unit's entire undivided interest in the Common Areas and Facilities and the beneficial interest under the Trust shall automatically be reallocated to the remaining Units of the Condominium in proportion to the respective undivided interest of the remaining Units in the Common Areas and Facilities prior to the taking, and the Trustees shall promptly prepare, execute and record an amendment to the Master Deed and the Trust reflecting

the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection shall thereafter be a part of the Common Areas and Facilities.

Section 9.2 - Except as provided in Section 9.1, if a part of a Unit is acquired by eminent domain, the award shall compensate the Unit Owner for the reduction in value of the Unit and its undivided percentage interest in the Common Areas and Facilities. Upon acquisition, (1) that Unit's undivided interest in the Common Areas and Facilities shall be reduced in proportion to the ratio which the fair market value of the Unit after such taking bears to the fair market value of said Unit prior to said taking, and (2) the reduction in the interest in the Common Areas and Facilities of such Unit shall be divested from the Unit so acquired and shall automatically be reallocated to the remaining Units in proportion to the respective undivided interest of the remaining Units in the Common Areas and Facilities prior to the date of such taking.

Section 9.3 - If the Common Areas and Facilities or any part thereof are acquired by eminent domain, the Trustees shall be the party in interest to receive any such award and to pursue any additional awards due to such taking. Any such award or any action taken by the Trustees pursuant hereto shall be brought or paid to the Trustees naming the "Trustees of the 83 Aldrich Street Condominium Trust as Condemnation Trustees" for the benefit of Condominium, of the several Unit Owners and their respective mortgagees. The Trustees shall divide any portion of the award not used for restoration or repair of the remaining Common Areas and Facilities among the Unit Owners in proportion to their respective undivided percentage interest before the taking but any portion of the award attributable to the acquisition of a portion of the Common Areas and Facilities which had been exclusively reserved to any Unit or Units pursuant to the terms of the Master Deed shall be paid to the Owner of such Unit or his mortgagee. Each Unit Owner hereby appoints the Trustees of the 83 Aldrich Street Condominium Trust as his or her attorney-in-fact for the foregoing purposes.

Section 10 - Meetings

Section 10.1 - The Trustees shall meet annually in October at the annual meeting of the Unit owners and at such meeting may elect a Chairman, Treasurer, Secretary or any other officers they deem expedient and for the purpose of approving a budget. Other meetings may be called by any Trustee and in such other manner as the Trustees may establish; provided, however, that written notice of each meeting stating the place, day and hour thereof shall be given at least seven (7) days before such meeting to each Trustee. Such meetings shall be conducted in accordance with such rules consistent with the provisions of this Trust as the Trustees may adopt.

Section 10.2 - There shall be an annual meeting of the Unit Owners, in October, immediately prior to the Meeting of Trustees at such reasonable place as may be designated by the Trustees by written notice given by the Trustees to the Unit Owners at least seven (7) days prior to the date so designated. Special meetings (including a meeting in lieu of a passed annual meeting) of the Unit Owners may be called at any time by any one Trustee and shall be called by them upon the written request of any one Unit Owner. Written notice of any special meeting, designating the place, day and hour thereof, shall be given by the Trustees to the Unit Owners at least seven (7) days prior to the date so designated. Unit Owners entitled to vote at any meeting may vote either in person or by proxy in writing.

Section 10.3 - Whenever at any meeting of the Unit Owners the Trustees propose to submit to the Unit Owners any matter with respect to which specific approval of, or action by, the Unit Owners is required by law or this Trust, the notice of such meeting shall so state and reasonably specify such matter. Unit Owners entitled to not less than one-hundred (100%) percent of the beneficial interest of this Trust shall constitute a quorum at all meetings of the Unit Owners. Any action voted at a meeting of the Unit Owners shall require the vote of one-hundred (100%) percent of the beneficial interest in the Trust.

Section 11 - Notices to Unit Owners

Every notice to any Unit Owner required under the provisions of this Trust or which may be deemed by the Trustees necessary or desirable in connection with the execution of the trust created hereby or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if in writing, and either (i) addressed to the Owner of such Unit at his or her address last appearing on the Trustees records if other than the Unit or (ii) mailed or delivered to the Unit at least seven (7) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given. The Owner or Owners of such Unit shall have the responsibility of providing the Trustees with the correct name of the present Owners of the Unit and any address other than the Unit to which they desire notices to be mailed as to which matters the Trustees shall have no duty of inquiring beyond their records.

Section 12 - Inspection of Books; Reports to Unit Owners

Books, accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees and the Unit Owners and first mortgagees of any Unit at all reasonable times. The Trustees shall, as is specifically set forth in Chapter 183A, submit to the Unit Owners a report of the operations of the Trust for such year. The report shall comply with the applicable requirements of Chapter 183A. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by registered mail within a period of thirty (30) days of the date of his or her receipt of the report shall be deemed to have assented thereto.

Section 13 - Checks, Notes, Drafts, and other Instruments

Checks, notes, drafts, payment vouchers 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 Trustees (or by one Trustee if there is only one), or by any person or persons to whom such power may at any time or from time to time have been delegated by both Trustees.

Section 14 - Fiscal year

The fiscal year of the Trust shall be the year ending with the last day of December or such other date as may from time to time be determined by the Trustees.

Section 15 - Right of Action

Any one (1) Trustee on behalf of the Trust and any aggrieved Unit Owner shall have an appropriate right of action against any Unit Owner(s) for failure to comply with the provisions of the Master Deed, Declaration of Trust and By-Laws or with decisions of the Trustees of the Trust which are made pursuant thereto. Unit Owners shall have similar rights of action against the Trustees.

Section 16- Use of Units

Section 16.1 - No unit shall be occupied for other than residential purposes, 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 is permitted by applicable zoning laws, and in no event shall clients, customers, patients, employees be allowed within any said unit used as a home office. So long as any unit mortgage or interest therein is held by the Federal National Mortgage Association ("FNMA"), no nonresidential space which is part of the Condominium may constitute, in FNMA's judgment, an inordinate amount of space devoted to nonresidential purposes.

Section 16.2 - If any unit or units are used for office purposes accessory to such residential use as set forth in Section 16.1 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 not be allowed, and no employee who is not a resident of any unit in the Condominium shall be employed or work within the home office.

Section 16.3 - Each Unit Owner shall be obligated to maintain his or her own unit in good order and repair.

Section 17 - Tenants

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

Section 17.1 - 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 six (6) months and further provided that no Unit shall be used for hotel, boarding house, nightly or transient uses; and (iii) expressly provide that the lease, or occupancy agreement shall be subject in every respect to the Master Deed of the Condominium, the Declaration of Trust of the Condominium Trust, and the By-Laws and Rules and Regulations thereof, as the same have been amended most recently prior to the execution of the lease, or occupancy agreement; and (iv) contain the following notice, in capital letters, double spaced:

IMPORTANT CLAUSE

"THE UNIT BEING LEASED (RENTED) UNDER THIS LEASE (OCCUPANCY AGREEMENT) IS LOCATED IN A CONDOMINIUM BUILDING NOT A RENTAL

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

and (v) Any failure by the tenant to comply in all respects with the provisions of the Master Deed of the Condominium, The Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto, shall constitute a material default in the lease (occupancy agreement).

Section 17.2 - In the event of any default or violation of the provisions of Section 17.1, any one Trustee 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 right to give written notice of the default to both the tenant and the Unit Owner. Said notice shall be deemed properly given if left in any part of the unit addressed to the tenant, and mailed, postage prepaid, registered or certified mail, return receipt requested, addressed to the owner of the unit as such address then appears on the records of Trustees, or by delivering said notice in hand, or by delivering said notice in any other manner permitted by law.
- (b) If the default continues for five (5) days after the giving of said notice, the right to: Levy fines against the owner of the affected unit in accordance with the provisions of Section 20 of the By-Laws, and terminate the tenancy by giving notice in writing to quit to the tenant in any manner permitted by law, in the name of the landlord (Unit Owner) or in the name of the Trustees, or both. In case of a tenancy at will, the time of such notice shall be sufficient if it is equal to the interval between the days of rent payment, or thirty (30) days, whichever is longer. In case of a lease,

seven (7) days' notice shall be sufficient. In either event, a copy of such notice to quit shall be delivered or mailed to the landlord (Unit Owner) in the manner set forth hereinabove. Thereafter, the Trustees may initiate 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 right 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.

Section 17.3 - All of the expenses of the Trustee(s) 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.

Section 17.4 - The Unit Owners shall make reasonable efforts, at his or her expense and upon his or her 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.

Section 17.5 - Any renewal or extension of any lease or occupancy agreement shall be subject to the prior written approval of the Trustees in each instance, which approval shall not be unreasonably withheld. Such approval shall not limit any rights or remedies of the Trustees or Unit Owners in the event of a subsequent default.

Section 17.6 - A true copy of the lease or occupancy agreement shall be delivered to the Trustees forthwith upon its execution.

Section 17.7 - The provisions of this section shall take precedence over any other section in the lease or occupancy agreement.

Section 17.8 - Every lease or occupancy agreement shall have attached thereto, and incorporated therein by reference, a copy of this section.

Notwithstanding anything to the contrary in this section, it is expressly understood and agreed that the provisions of this Section 17 shall not apply to the Declarant, nor 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.

Section 18 - Nondiscrimination

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 5.18) shall ever be deemed to prevent, restrict, discourage, or hinder, in fact, in any manner whatsoever the alienation, conveyance, mortgage, purchase, sale, rental, lease, license, use, or occupancy of units or any negotiations in connection therewith because of race, religion, creed, color, national origin, sex, sexual preference, age, ancestry, marital status, status as a veteran or member of the armed services, or any ethnic group, blindness, or by reason of the fact that children will occupy such unit, receipt of public assistance, or, in addition to the foregoing by any reason whatsoever prohibited by any federal, state, country or municipal law.

Section 19 - RESERVED

Section 20 - Violation of Rules and Regulations.

The violation of any rule or regulation adopted by the Trustees, or the breach of any of these By-Laws, or the breach of any provisions of the Master Deed or of this Trust or for the offending Unit Owner's Unit Deed, shall give the Trustees the right, in addition to any other rights set forth in these Bylaws, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity (or both) the continuance of any such breach. In addition to the foregoing, and not in substitution therefore, the Trustees shall have the power to levy fines against Unit Owners for such violations. No fine may be levied for more than twenty five (\$25.00) dollars for any one violation but for each day a violation continues after notice it shall be considered a separate violation. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were Common Expenses owed by the particular Unit Owner of Unit Owners. In the case of persistent violations by a Unit Owner, the Trustees shall have the power, after notice and a hearing pursuant to section 34 hereof, to require such Unit Owners to post a bond to secure adherence to said rules and regulations, By-Laws, Master Deed, this Trust, or said Unit Deed.

Section 21 - Violation of Law

No noxious or unlawful activity shall be carried on in any unit or in the Common Areas and Facilities nor shall anything be done therein, either willfully or negligently, which may be or become unreasonably annoying to the other Unit Owners or occupants. No Unit owner shall make or permit any disturbing noises by himself, his family, guests, agents, servants, employees, licensees, or tenants, nor do or permit anything by such persons that will unreasonably interfere with the rights, comforts or conveniences of other Unit Owners or occupants.

Section 22 - Seal

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

Section 23 - Use of Common Areas and Facilities

A Unit Owner shall not place or cause to be placed in the Common Areas and Facilities any objects or obstructions of any kind, except in their exclusive use areas.

Section 24 - Attorneys, Accountants, Appraisers

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

Section 25 - Electricity and Other Utilities

Electricity shall be supplied by the public utilities servicing the area in which the Condominium is located, directly to each unit through separate meters. Each Unit Owner shall be required to pay all bills and assessments for electricity, and other separately metered utilities including City of Boston water and sewer, consumed or used in his or her unit.

Section 26 - Maintenance and Repairs

Section 26.1 - All maintenance and replacement of any Unit, ordinary or extraordinary, and to the doors and windows, and to electrical, plumbing, and heating fixtures within the Unit or belonging to the Unit Owner which are not a part of the common areas and facilities, and the washing of exterior glass of a 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 or her failure so to do may engender.

Section 26.2 - All maintenance, and replacements of and repairs to the Common Areas and Facilities and, except as otherwise provided in the Master Deed, all of the exclusive use areas as defined in the Master Deed, and all maintenance, and replacement of and repairs to the exterior walls of the building and to structural parts of the building and the painting and decorating of the exterior doors of the building and exterior window sash, shall be made by the Trustees and shall be charged to each of the Unit Owners as a common expense, excepting to the extent that the same are necessitated by the negligence, misuse, or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner. .

Section 27 - Right of Access

Section 27.1 - Subject to the provisions of said Chapter 183A, Section 4, Clause (2), the Trustees, hereunder shall have (i) the right of access to all units in the condominium, at any time in case of emergency and at other times during reasonable hours by prior appointment with each Unit Owner, for the purpose of making repairs to either the unit to which such person seeks access, to another unit, or to common areas accessible from the unit; (ii) the right of access to all units, during reasonable hours by prior appointment with each Unit Owner for the purpose of making inspections to the unit to which such person seeks access; and (iii) the right of access to any part

of the Exclusive Use Areas at any time in case of emergency and at all other times during reasonable hours by prior appointment with each Unit Owner, for the purpose of making inspections or repairs. In the event that the Trustee(s) accesses the premises without notice in the case of an emergency, the Trustee(s) shall notify the Unit Owner of such entry as soon as reasonably possible thereafter.

Section 28- Structural Integrity

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

Section 29 - No Alterations

Except as set forth in the Master Deed and herein, neither the exterior of any unit nor the Common Areas and Facilities shall be altered, constructed, removed, decorated or painted in any manner except with the written consent of the Trustees unless otherwise permitted herein or in the Master Deed of the Condominium. Any Unit Owner is free to decorate the interior of his or her unit in any manner as he or she sees fit without requiring the consent of the Trustees so long as such decorations do not alter the structure of the unit or the building.

Section 30 - Signs

Except only as set forth in Section 16.2 ("Use of Units") of the Bylaws of this Trust, no business, professional, commercial or other signs, whether designed for profit, altruism or otherwise shall be maintained or permitted on any part of the property nor shall any "For Sale", "For Rent", or "For Lease" sign be permitted thereon except by the Declarant during such time as the Declarant owns one or more units in the Condominium, and except for any Mortgagee, who may become the owner or Mortgagee in possession of any unit, but in no event shall any such sign be larger than two (2) square feet.

Section 31- Combustible Material.

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

Section 32 - Safety

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

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

Section 33.1 - Certain Definitions:

- (i) The term "FHLMC" means Federal Home Mortgage Corporation
- (ii) The term "FNMA" means Federal National Mortgage Association.
- (iii) The term "Eligible Mortgage Holder" means a holder of a first mortgage on a unit who has requested notice of certain matters from this Trust as set forth in these Bylaws.
- (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 Bylaws.
- (v) The term constituent documents means, collectively, the Master Deed, this Trust and the Bylaws and rule and regulations thereto and the Master Plans.

Section 33.2 - Certain Prohibitions: Notwithstanding anything to the contrary in the Constituent Documents:

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

- (b) Permit an addition or expansion to the condominium project in which sections or phases are established.

Section 33.3 - Rights of Eligible Mortgage Holders and Eligible Insurers or Guarantors: Upon written request to this Trust identifying the name and address of the mortgage holder, insurer or guarantor and the unit number or address, any first mortgagee and any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

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

Section 33.4 - Amendment to Documents

- (i) Where unit owners are considering termination of the legal status of the project for reasons other than substantial destruction or condemnation of the property, the consent of one hundred (100%) percent of Unit Owners and the approval of eligible mortgage holders representing at least one-hundred (100%) percent of the votes of the mortgaged units shall be required to terminate the legal status of the project as a condominium.
- (ii) The consent of one hundred (100%) percent of the Unit Owners, and the approval of at least one-hundred (100%) percent of the eligible mortgage holders (based on one vote for each unit subject to a mortgage held by an eligible mortgage holder), shall be required to add or amend any material provisions of the constituent documents of the project, which establish, provide for, govern or regulate any of the following:
 - (a) voting rights;
 - (b) assessments, assessment liens or subordination of such liens;
 - (c) reserves for maintenance, repair and replacement of the common areas;

- (d) insurance or Fidelity Bond requirements
- (e) rights to use of the common areas;
- (f) responsibility for maintenance and repairs;
- (g) expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project;
- (h) definitions of unit boundaries;
- (i) the interests in the general or limited common areas
- (j) convertibility of units into common areas or of common areas into units;
- (k) leasing of units;
- (l) reallocation of interests in the general or limited common areas, or rights to their use;
- (m) a decision by the Trust to establish self-management when professional management had been required previously by an eligible mortgage holder;
- (n) imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
- (o) restoration or repair of the project (after hazard damage or partial condemnation) in a manner other than that specified in the condominium constituent documents;
- (p) any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or
- (q) any provisions which are for the express benefit of Mortgage Holders, eligible Mortgage Holders or eligible Insurers or Guarantors of mortgages on units.

(iii) An addition or amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors or for clarification only. An eligible Mortgage Holder who receives a written request to approve additions or amendments which are not material who does not submit a response to the requesting party within thirty (30) days after the request is made shall be deemed to have approved such request. Additionally, if specifically provided by any applicable FNMA regulation, implied approval of any addition or amendment may be assumed when an eligible mortgage holder fails to submit a response to any

written proposal for an amendment within 30 days after the proper notice of the proposal is received, provided them notice has been delivered to the mortgage holder by certified or registered mail, return receipt requested. This clause shall not apply to FHLMC.

Section 33.5 - Any first mortgagee who obtains title to a condominium unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee, except as provided by statute.

Section 33.6 - 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 fifty-five (55%) percent of the first mortgagees (based upon one vote for each mortgage owned) or sixty six (66%) percent of the Unit Owners (other than the sponsor, declarant, developer or builder) of the individual condominium units have given their prior written approval, this Trust shall not be entitled to:

- (i) by act or omission; seek to abandon or terminate the condominium project;
- (ii) change the pro rata interest or obligations of any individual condominium unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each condominium unit in the common elements.
- (iii) partition or subdivide any condominium unit;
- (iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause);
- (v) use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such condominium property;
- (vi) No provisions of the constituent documents shall give any unit owner or owners or any other party or parties priority over any rights of first mortgagees of condominium units pursuant to the mortgages in the case of a payment to condominium unit owners of insurance proceeds or condemnation awards for losses to or taking of condominium units and/or common areas and facilities.

Section 33.7 - The right of any unit owner to vote or grant or withhold any consent or exercise any rights pursuant to the provision of this Trust or the Master Deed may be assigned to or restricted in favor of any mortgagee, and the Trustees shall be bound by such assignment or

restriction, provided, however, that such assignment or restriction does not conflict with the provisions of said Chapter 183A and that the mortgagee has notified the Trustees of such assignment or restriction in writing.

Section 33.8 - The Trust shall promptly deliver the following information, in writing, to any mortgagee, mortgage holder, mortgage servicer, FHLMC or FNMA, requesting same, without expense to the requesting party:

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

Section 33.9 - The provisions of this Section 33 are set forth so that the condominium will comply with the requirements of FHLMC, and FNMA, and the provision of this Section 33 shall be construed and interpreted in accordance with that intention.

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

Section 34 – Smoking

Smoking, vaping and/or fuming of any kind or any manner is prohibited within any Unit and any common area of the Condominium.

EXHIBIT B

Incorporated into and made a part of the By-Laws of 83 ALDRICH STREET CONDOMINIUM TRUST

RULES AND REGULATIONS 83 ALDRICH STREET CONDOMINIUM TRUST

Obstruction of Common Areas and Facilities

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

Articles in Common Areas

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

Liability for Personal Property of Unit Owners

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

Radios, Phonographs, Musical Instruments

The volume of television sets, computers, tablets, radios, phonographs, high fidelity sound reproduction devices and musical instruments and the like shall not be operated in any manner which would unreasonably interfere with the quiet enjoyment of the other unit owners.

No Offensive Activity

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

All garbage, trash and recyclable material, must be placed in the proper receptacles designed for refuse collection. The Unit Owners shall be responsible for bringing said receptacles to the street on the days scheduled by the City of Boston for collection of trash and recyclables. No garbage, trash or recyclable material, and no receptacles for garbage, trash or recyclable material shall be placed elsewhere upon any of the common areas and facilities.

Exterior Apparatus

A satellite dish may be installed on the exterior of any Units respective building so long as it does not interfere with the other Unit's use of their Building or exclusive use area.

Damage

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

Use of Common Areas

A Unit Owner shall not place or cause to be placed in common areas and facilities any furniture, packages or objects of any kind which would unreasonably interfere with the other unit owner's reasonable use of said common areas. Common areas shall not be used to store personal property. Specifically, the common area driveway shall be kept clear of all property so as to remain clean, clear, safe and orderly.

Noise Awareness

The owners of the units recognize the importance of minimizing the transfer of noise from one unit to the other.

