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BY-LAWS  
OF  
ROBINWOOD KNOLL CONDOMINIUM TRUST

Article I

Name and Location

Section 1. Name. The name of the organization of the unit owners of Robinwood Knoll Condominium, a condominium established under authority of G.L. C.183A is Robinwood Knoll Condominium Trust, hereinafter called the trust. The term unit owners as used in these by-laws refers to the person or persons who are the owners of record of a unit in Robinwood Knoll Condominium.

Section 2. Location. The principal office of the trust shall be located at 48 Robinwood Avenue, Boston (Jamaica Plain), Massachusetts 02130.

Section 3. Powers. The trustees shall have and may exercise all the powers contained or referred to in G.L. C.183A, Section 10(b) as amended from time to time, any powers properly incidental thereto, including the power to grant easements in the common areas and facilities and those set forth in the Declaration of Trust. Such powers shall be exercised through the trustees, officers and agents hereinafter provided for.

Article II

Meetings of the Unit Owners

Section 1. Place. All meetings of the unit owners shall be held at the principal office of the trust or at such other place in Massachusetts as may be named in the call. Each unit owner shall be entitled to attend and vote at any such meeting held during his period of ownership.

Section 2. Annual Meetings. The first annual meeting of unit owners of Robinwood Knoll Condominium shall be held on June 30, 1983, and thereafter the

annual meeting of the unit owners shall be held on the last day of June in each year, if a full business day, or, if not a full business day, then on the next succeeding day which is a full business day, for the purpose of electing a trustee or trustees to fill any vacancy then existing or occurring and for such other purposes as may be specified in the call. If in any such year the annual meeting is not held on said date, a special meeting may be held in lieu thereof, and any elections held or business transacted at such meeting shall have the same effect as if held or transacted at the regular date for such annual meeting.

Section 3. Special Meetings. Special meetings of the unit owners may be called at any time by a majority of the trustees and shall be called by the secretary or any trustee, in case of the death, absence, incapacity or refusal of the secretary, upon written application of three or more unit owners stating the time, place and purpose of the meeting.

Section 4. Notice. A written or printed notice stating the place, day and hour thereof shall be given by the secretary or in case of his death, absence, incapacity or refusal, by any trustee at least seven days before the meeting to each unit owner entitled to vote thereat by leaving such notice with him or at his residence or usual place of business or by mailing it postage prepaid addressed to him at his address as it appears upon the books of the trust. In the event of any form of multiple ownership, notice to or waiver by any one of the multiple owners shall be sufficient. Notices of all meetings of unit owners shall state the purpose for which the meeting is called. No notice of the time, place or purpose of any special meeting of the unit owners shall be required if every unit owner entitled to notice or his attorney thereunto authorized, waives such notice either before or after the meeting, by a writing which is filed with the records of the meeting.

Section 5. Quorum. At any meeting of the unit owners, a majority in interest, as set forth in the declaration of trust and Master Deed, present in person or represented by proxy shall constitute a quorum for the transaction of any business. When a quorum is present at any meeting, the affirmative vote of at least a majority in interest of the unit owners present or represented thereat shall be necessary to the decision of any question brought before the meeting unless a larger vote is required by law, the Master Deed, or these by-laws. Though less than a quorum be present, any annual or special meeting may without further notice be adjourned to a subsequent date or until a quorum be had. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting.

Section 6. Voting. The votes of the unit owners shall be weighted in the same proportion as are their respective interests in the common areas and facilities as set forth in the Master Deed. The vote attributable to each unit shall in the case of the multiple ownership be voted as an entirety. Unit owners may vote either in person or by proxy in writing filed with the Secretary. No proxy which is dated more than six months before the meeting named therein shall be accepted, and no such proxy shall be valid after the final adjournment of the meeting. The vote for election of trustees and, upon demand of any unit owner, the vote upon any other question before a meeting shall be by written ballot.

## Article III

Officers

The trustees shall designate one of their number as a chairman who shall when present preside at all meetings of the unit owners and all meetings of the trustees. The trustees shall also name one of their number as secretary whose duty it shall be to attend all meetings of the unit owners and of the trustees and to record the proceedings thereat in books provided for that purpose. He shall notify the unit owners and trustees of their respective meetings in accordance with these by-laws. The trustees shall also name one of their number to be treasurer who shall have and exercise the powers and duties commonly incident to his office and delegated to him by the trustees. He shall have the care and custody of the funds and securities of the trust which may come into his possession and under the supervision of the trustees shall maintain accurate books of account as set forth in Paragraph 8 of the declaration of trust.

## Article IV

The Trustees

Section 1. Regular Meetings. Regular meetings of the trustees may be held at such time and place within the Commonwealth of Massachusetts as the Trustees may fix from time to time and, when so fixed, no notice thereof need be given. A regular meeting of the trustees shall be held without notice immediately after and at the same place as the annual meeting of the unit owners or the special meeting of the unit owners held in lieu thereof.

Section 2. Special Meetings. Special meetings of the trustees may be held at such times and places within Massachusetts as shall be named in the call which shall be made by the chairman, or in the case of his death, absence, incapacity or refusal, by any trustee. A written, printed or telegraphic notice stating the day, place, and hour thereof shall be given by the secretary, or in case of his death, absence, incapacity or refusal, by any other officer at least 48 hours before such meeting to each trustee by leaving such notice with him or at his residence or usual place of business or by mailing it postage prepaid or by prepaid telegram addressed to him at his last known address. Any meeting of the trustees shall be a legal meeting without notice if each trustee, by a writing filed with the records of the meeting, waives such notice before or after the meeting.

Section 3. Quorum. A majority of the trustees then in office shall constitute a quorum. The affirmative vote of a majority of the trustees then in office shall be necessary to the decision of any question.

Section 4. Delegation. The trustees in their discretion may appoint and remove managers to administer the Condominium, subordinates, assistants, clerks, agents and other employees, fill vacancies in their positions and prescribe their duties and compensation.

Section 5. Action by Written Consent. Any action within their powers may be taken by the trustees without a meeting by written instrument executed by all of the then trustees of the trust.

Section 6. Fiscal Year. The fiscal year of the trust shall end with the last day of June.

#### Article V

##### Maintenance, Repair and Replacement of Common Areas and Facilities

The trustees shall be responsible for the maintenance, repair and replacement of the common areas and facilities as such areas and facilities are defined in the Master Deed and the expenses of such maintenance, repair and replacement and the operation of common services shall be charged to the unit owners according to their respective percentages of the undivided interest in the common areas and facilities. The treasurer or managing agent, if any, shall approve vouchers for payment of expenses incurred by the trustees in connection with such maintenance, repair and replacement. Each unit owner shall be personally liable for all sums lawfully assessed in accordance with these by-laws and such assessment shall constitute a lien upon his unit enforceable as set forth in G.L. C.183A s.6(c). A statement from the trustees setting forth the amount of such common expense which shall have been assessed against the unit and the expenses chargeable to the unit owner under Paragraph 14 of the trust, but which remain unpaid, shall operate to discharge the unit from any lien for any other sums then unpaid when recorded with Suffolk Deeds. In addition, any unit owner may, if his unit is free and clear of all liens and encumbrances other than the statutory lien for unpaid common charges and a first mortgage, exempt himself from liability for his share of common expenses, expenses under this Article and expenses under Paragraph 14 of the trust thereafter accruing by the recording of a conveyance of his unit or units to the trust. No unit owner shall take any action with regard to said common areas and facilities without the consent of the trustees except as provided in the Master Deed.

#### Article VI

##### Method of Assessment of Common Expenses

(a) The trustees shall, upon the adoption hereof and thereafter on June 1 in each year or as soon thereafter as is practical, determine the estimated cash requirements, as hereinafter defined, for the next fiscal year and shall be entitled to assess upon each unit owner his respective share of such estimated cash requirements for such fiscal year, said assessment to be payable in equal monthly installments during said fiscal year. Each Unit Owner shall thereupon become personally liable for such share so assessed which shall until paid constitute a lien on such unit in the manner specified in Article V of these by-laws.

(b) Such estimated cash requirements shall include but shall not be limited to all estimated expenses and outlays of the trust for such year growing out of or connected with the ownership, and facilities, including items enumerated in G.L. C. 183A, s.14 expenses, legal and accounting fees, management fees, alterations, replacements and repairs, fuel charges, expenses and liabilities incurred by the trust, the payment of any deficit remaining from a previous period, the creation and replenishment of a reserve fund and expenses for other proper purposes within the trust's powers.

(c) If at the end of such fiscal year there shall be an excess of such funds over actual cash disbursements and unpaid bills for such calendar year, such excess shall be applied against the assessment for the next ensuing calendar year. If at such time there shall be a deficiency, such deficiency shall be added to the assessment for the next calendar year.

(d) The unit owners at any time at a meeting called for the purpose by a vote of 75 percent in interest may authorize the trustees to make assessments in addition to the annual assessment.

(e) Any common expense not paid when due shall bear interest at the rate of 18 percent per year from the due date until paid. The trustees shall have the right and duty to enforce payment of such charges together with interest thereon as herein provided and shall be entitled to add thereto the reasonable costs and expenses of collection or foreclosure of the statutory lien, including attorney's fees.

#### Article VII

##### Rules and Regulations

The trustees by action duly taken may adopt and from time to time amend reasonable administrative rules and regulations governing the details and operations and use of the common areas and facilities and such restrictions respecting the use and maintenance of the units and the use of the common areas and facilities as are designed to prevent unreasonable interference with the use of their respective units and of the common areas and facilities by the several unit owners. The initial rules, regulations, restrictions and requirements are attached hereto as Exhibit A.

#### Article VIII

##### Rebuilding, Restoration, etc.

(a) Subject to the rights of any mortgagee of a unit damaged by fire or other casualty, it shall be the duty of the unit owner to rebuild and restore such unit, and if such rebuilding and restoration is not undertaken promptly after the occurrence of such casualty and pursued to completion, the trustees shall have the power and authority to undertake or complete such rebuilding or restoration, on account of the casualty, shall assess the net cost to them against the unit owner in accordance with Article V and VI hereof, shall have liens enforceable in the same manner and to the same extent as liens established by G.L. C.183A s.6(c) against the unit so damaged for the net cost of such restoration or rebuilding. Any deficiency existing after the foreclosure of such liens shall constitute a common expense for assessment on the remaining unit owners pursuant to Article VI hereof.

(b) The trustees shall obtain and maintain to the extent obtainable and permitted by applicable law, a multiperil type insurance policy, including fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for projects similar in construction, location and use, insuring the Condominium, including, without limitation, common areas and facilities, all of the units with all fixtures, additions, alterations and improvements thereof, but not including any furniture, furnishings, household and personal property belonging to and owned by unit owners, in an amount not less than

100% of the insurable value thereof, based upon replacement cost, as determined by the trustees at least annually, such insurance to name the trustees of Robinwood Knoll Condominium Trust as insurance trustees for use and benefit of all unit owners, with loss payable to and adjusted by the trustees as insurance trustees in accordance with the provisions of these by-laws.

Such policy shall contain the standard mortgagee clause commonly accepted by private institutional mortgage investors in the area in which the Condominium is located, which shall be endorsed to provide that any proceeds shall be paid to the trustees of the trust for the use and benefit of mortgagees as their interests may appear.

If there is a steam boiler in operation in connection with the Condominium, such insurance shall include boiler explosion insurance evidenced by the standard form of boiler and machinery insurance policy and providing as a minimum, \$50,000 per accident per location. If the Condominium is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards, a "blanket" policy flood insurance on the Condominium shall be maintained in the amount of the aggregate of the outstanding principal balances of the mortgage loans on the units comprising the Condominium or the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended, whichever is less.

Policies for such casualty insurance shall provide: (i) that the insurer waive any right of subrogation against the trust, the trustees, their agents and employees, unit owners, their respective employees, agents, tenants and guests; (ii) that the insurance shall not be prejudiced by any act or neglect of any unit owners or occupants or any other person or firm (including employees and agents of the trustees) when such act or neglect is not within the control of the trustees and the trust (or unit owners collectively), or by failure of the trustees and the trust (or unit owners collectively) to comply with any warranty or condition with regard to any portion of the premises over which the trustees and the trust (or unit owners collectively) have no control; (iii) that such policies may not be cancelled or reduced without at least thirty days prior written notice to the insurance trustees, all unit owners, and first mortgagees of the units; (iv) that the insurer shall not be entitled to contribution as against any insurance obtained by individual unit owners covering their own units; (v) if available, that the insurer shall waive any right it may have under the policy to repair or restore damage should the unit owners elect to terminate the Condominium because of such damage; (vi) that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such election may not be exercisable without the approval of the trustees and may not be exercisable if in conflict with the terms of said Chapter 183A, the trust, or those by-laws; and (vii) for waivers of any defense based upon the conduct of any insured.

Certificates of insurance, with proper mortgagee endorsements, when requested, shall be issued to the unit owners.

Each unit owner shall have the duty to report promptly to the trustees any improvements made by the unit owner to his unit so that the trustees may obtain necessary additional insurance coverage as required by the by-laws, and the unit owner shall pay the cost of the additional insurance, if any, resulting from said improvements. If, in the event of a casualty loss, the cost of repair and restoration of the Condominium exceeds the available insurance proceeds and such excess is the

result of a lack of insurance coverage caused by the failure of a unit owner to notify the trustees of improvements made by him to his unit, as provided in the preceding sentence, the excess cost resulting from such failure shall be born solely by the unit owner so failing to report the same. The extent to which the cost in excess of insurance proceeds is attributable to a unit owner failing to report improvements as aforesaid shall be determined by the trustees.

The trustee or trustees hereunder designated as insurance trustee or trustees as aforesaid shall collect and receive all casualty loss insurance proceeds and shall hold, use, apply and disburse the same in accordance with applicable provisions of these by-laws.

With respect to losses which affect portions or elements covered by such insurance 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.

The trustees shall obtain and maintain, to the extent obtainable and permitted by applicable law, a comprehensive policy of public liability insurance in such limits as the trustees may, from time to time determine, but at least in the amount of \$1,000,000 per occurrence for personal injury and/or property damage covering the trust, each trustee, the managing agent, the manager and each unit owner with respect to liability arising out of ownership, maintenance or repair of those portions of the Condominium not reserved for exclusive use by the owner or owners of a single unit, such insurance to provide for cross claims by the co-insureds. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a unit owner because of negligent acts of the trustees or other unit owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for projects similar in construction, location and use.

The trustees shall also obtain and maintain, to the extent obtainable and permitted by applicable law, workmen's compensation and employees' liability with respect to any manager, agent or employee of the trust, but excluding any independent agent or manager, and 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 above set forth with respect to non-cancellation, waiver of subrogation, waiver of defense based on conduct of any insured, and noncontribution.

The cost of all insurance obtained and maintained by the trustees pursuant to provisions of this section shall be a common expense.

(c) Subject to the rights of mortgagees as set forth in Article XII, rebuilding of the common areas and facilities made necessary by fire or other casualty loss shall be carried out in the manner set forth in Articles V and VI of these by-laws dealing with maintenance, repair and replacement, using common funds, including the proceeds of any insurance, for that purpose, provided such casualty loss does not exceed ten percent of the value of the Condominium prior to the casualty.

(d) If said casualty loss exceeds ten percent of the value of the Condominium prior to the casualty, and subject to the rights of mortgagees.

(1) If 75 percent in interest of the unit owners do not agree within 120 days after the date of the casualty to proceed with repair or restoration, the Condominium, including all units, shall be subject to partition at the suit of any unit owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of a partition sale, together with any common funds, shall be divided in proportion to the unit owners' respective undivided ownership in the common areas and facilities. Upon such sale, the Condominium shall be deemed removed from the provisions of G.L. C.183A.

(2) If 75 percent interest of the unit owners agree to proceed with the necessary repair or restoration, the cost of the building of the Condominium, in excess of any available common funds, including the proceeds of any insurance, shall be a common expense, provided, however, that if such excess cost exceeds ten percent of the value of the Condominium prior to the casualty, any unit owner who did not so agree may apply to the Superior Court Department of Suffolk County, on such notice to the trust as the Court shall direct, for an order directing the purchase of his unit by the trustees at the fair market value thereof as approved by the court. The cost of any such purchase shall be a common expense.

#### Article IX

##### Improvements to Common Areas and Facilities

(a) If 50 percent or more, but less than 75 percent in interest of the unit owners agree to make an improvement to the common areas and facilities, the cost of such improvement shall be borne solely by the owners so agreeing.

(b) 75 percent or more in interest of the unit owners may agree to make any improvements to the common areas and facilities and assess the cost thereof to all unit owners as a common expense, but if such improvement shall cost in excess of ten percent of the then value of the Condominium, any unit owner not so agreeing may apply to the Superior Court Department of Suffolk County, on such notice to the trustee as the Court shall direct for an order directing the purchase of his unit by the trustees at fair market value thereof, as approved by the Court. The cost of any such purchase shall be a common expense.

#### Article X

##### Disputes

Any unit owner aggrieved by any decision or action of the trustees in the administration of the Condominium, other than as covered by Article VIII and IX may, within 30 days of the decision or action of the trustees, appoint an arbitrator who shall be a member of the American Arbitration Association with not less than seven years' experience as an arbitrator. Within ten days after such appointment, the trustees shall appoint another such arbitrator, and the two so chosen shall within ten days thereafter choose a third such arbitrator. A majority of such arbitrators shall be entitled to decide any such matter, and their decision, to be rendered within 30 days of the appointment of the third arbitrator, pursuant to the provisions of G.L. C.251, as from time to time amended, shall be final and conclusive on all persons.

## Article XI

Limitation of Liability

(a) Except as specifically set forth in these By-Laws or G.L. C.183A, neither the trustees, nor any officer, agent or servant of the trust shall have power to bind the unit owners personally by any act, neglect or default, and all unit owners and all person or corporations or other entities extending credit to, contracting with, or having any claim against the trust shall look only to the funds and property of the trust for payment of such contract or claim or for any indemnity or for the payment of any debt, damage, judgment or decree or of any money that may otherwise become due or payable from the trust, so that neither the trustees nor the unit owners shall be personally liable therefor.

(b) In every note or contract for the payment of money borrowed by, and in every material written contract of the trust, it shall be the duty of the trustees or other officers of agents expressly to stipulate that neither the trustees nor any officer or agent nor the unit owners shall be held to any personal liability under or by reason thereof.

(c) The trustees shall not be liable for errors of judgment in acquiring or holding property or conducting the business of the Trust, or for any loss arising out of any investment, or for any act or omission to act performed or omitted by them in the execution of their office in good faith. Nor shall they be liable for the acts or omissions of each other or any officer, agent or servant appointed by or acting for them unless such act or omission is a willful breach of trust by them.

(d) Nothing herein shall be deemed to make the unit owners, partners, one of another.

## Article XII

MortgagesProvisions for the Protection of Mortgagees

Notwithstanding anything in these By-Laws or in the Condominium Trust or Master Deed to the contrary, the following provisions shall govern and be applicable insofar and so long as the same are required in order to qualify mortgages of Units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) and Federal National Mortgage Association (FNMA) as applicable, under laws and regulations applicable thereto and shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

(a) In the event that the Unit Owners shall amend these By-Laws or the Condominium Trust or Master Deed to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

(i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or

(ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or

(iii) sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (i) and (ii) above.

(b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in the Master Deed or the Condominium Trust or these By-Laws.

(c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by-law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee;

(d) Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Areas and Facilities of the Condominium, unless at least 67 percent of the First Mortgages (based on one vote for each first mortgage owned), and Owners of Units (other than the Declarant, sponsor, developer or builder) have given their prior written approval, the Trustees shall not:

(i) by any act or omission, seek to abandon or terminate the Condominium, except in the event of substantial destruction of the Condominium by fire or other casualty or in the case of a taking by condemnation or eminent domain; or

(ii) change the pro-rata interest or obligations of any individual Unit for the purpose of: (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro-rata share of ownership of each Unit in the Common Areas and Facilities; or

(iii) partition or subdivide any Unit; or

(iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities, provided that the granting of easements for public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or

(v) use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities for other than the repair, replacement or reconstruction thereof, except as otherwise provided in the Condominium Trust which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A.

(e) Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole.

(f) In no event shall any provision of these By-Laws, the Master Deed or the

Condominium Trust give a Unit owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Areas and Facilities.

(g) Upon written request to the Trustees of the Condominium Trust, identifying the name and address of the holder, insurer or governmental guarantor and the Unit number or address, any First Mortgagee or insurer or governmental guarantor of said first mortgage (hereinafter the "Eligible Mortgage Holders" and "Eligible Insurers or Guarantors" as the case may be) will be entitled to timely written notice of:

(i) Any condemnation loss or any casualty loss which affects a material portion of the Condominium 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 owned by an owner of a Unit subject to a first mortgage held, insured or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, which remains uncured for a period of sixty (60) days;

(iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trustees of the Condominium Trust;

(iv) Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders as specified in the Paragraph 11.

(h) To the extent permitted by applicable law, Eligible Mortgage Holders shall also be afforded the following rights:

(i) Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Master Deed and the original plans and specifications, unless other action is approved by Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages.

(ii) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium property must be approved in writing by Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages.

(iii) Except as otherwise provided herein, no reallocation of interests in the Common Areas and Facilities resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of Eligible Mortgage Holders holding mortgages on all remaining Units whether existing in whole or in part, and which have at least 51 percent of the votes of such remaining Units subject to Eligible Mortgage Holder mortgages.

(iv) When professional management has been previously required by any Eligible Mortgage Holder or Eligible insurer or Guarantor, whether such entity became an Eligible Mortgage Holder or Eligible Insurer or Guarantor at that time or later, any decision to establish self management by the Trust shall require the prior consent of Owners of Units to which at least 67 percent of the votes in the Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages.

(i) Condominium dues or charges shall include an adequate reserve fund for maintenance, repair and replacement of those portions of the Common Areas and Facilities that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments. In addition, a working capital fund shall be established equal to at least a two (2) months' estimated common area charge for each Unit and shall be maintained in a segregated account. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Trustees. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

(j) No agreement for professional management of the Condominium or any other contract with the Declarant, developer, sponsor or builder, or any lease may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

(k) The Trustees shall make available to the Unit owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Master Deed, Declaration of Trust, By-Laws, other rules concerning the Condominium and the books, records and financial statements of the Condominium Trust. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.

(l) Any holder of a first mortgage of a Unit shall be entitled upon written request to an audited financial statement for the immediately preceding fiscal year free or charge. Any financial statement so requested shall be furnished within a reasonable time following such request.

(m) Except for amendments to the Condominium documents or termination of the Condominium made as a result of destruction, damage or condemnation as above set forth:

(i) The consent of owners of Units to which at least 67 percent of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least 67 percent of the votes of Units subject to Eligible Mortgage Holder mortgages, shall be required to terminate the legal status of the Condominium; and

(ii) The consent of the owners of Units to which at least 67 percent of the votes in the Condominium Trust are allocated and the approval of Eligible Mortgage Holders holding mortgages on Units which have at least 51 percent of the votes of Units subject to Eligible Mortgage Holder mortgages, shall be required to add

or amend any material provisions of the condominium documents of the condominium, which establish, provide for, govern or regulate any of the following:

Voting

Assessments, assessment liens or subordination of such liens;

Reserves for maintenance, repair and replacement of the Common Areas and Facilities (or Units if applicable);

Insurance or Fidelity Bonds;

Rights to use Common Areas and Facilities;

Responsibility for maintenance and repair of the several portions of the Condominium;

Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the project;

Boundaries of any unit;

The interests in the Common Areas and Facilities;

Convertability of Units into Common Areas or of Common Areas into Units;

Leasing of Unit estates;

Imposition of any right of first refusal or similar restriction on the right of a Unit owner to sell, transfer, or otherwise convey his or her Unit;

Any provisions which are for the express benefit of mortgage holders, Eligible mortgage Holders or Eligible Insurers or Guarantors of first mortgages on Units.

Any First Mortgagee which does not deliver or post to the Trustees of the Condominium Trust a negative response within thirty (30) days of a written request by the Trustees for approval of any addition or amendment pursuant to this paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this section, when recorded at the Registry, shall be conclusive evidence as to the existence or non-existence of any fact, or to any conditions precedent required for any action taken in connection with this paragraph, and may be relied upon by any person without being required to make independent inquiry.

Article XIII

Amendments

Subject to the rights of mortgagees as set forth in Article XII, these By-Laws may be altered, amended, or repealed at any annual or special meeting of the unit owners by the affirmative vote in each case of two-thirds in interest of the unit owners and mortgagees, provided notice of the proposed alteration, amendment, or repeal is given in the notice of the meeting.

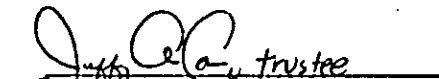
Article XIV

Effect of By-Laws

The By-Laws shall be subject always to the provisions of G.L. C.183A relating to condominiums, as from time to time amended, and also to the declaration of trust of Robinwood Knoll Condominium Trust, as from time to time amended, and in case of any inconsistency, such law and declaration of trust shall control.

The By-Laws and the 11 Rules and Regulations appended hereto have been enacted and adopted by the trustees of Robinwood Knoll Condominium Trust pursuant to the provisions of Paragraph 6 of the Declaration of Trust establishing Robinwood Knoll Condominium Trust this 25<sup>th</sup> day of June, 1982.

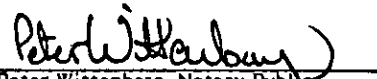
  
Michael J. Tack, Trustee of  
Robinwood Knoll Condominium Trust

  
Jeffrey A. Cohen, Trustee of  
Robinwood Knoll Condominium Trust

Commonwealth of Massachusetts  
Suffolk County

June 25, 1982

Then personally appeared the above-named Michael J. Tack and Jeffrey A. Cohen, trustees as aforesaid, and acknowledged the foregoing to be their free act and deed, before me,

  
Peter Wittenborg, Notary Public  
My commission expires 7/18/86

Robinwood Knoll Condominium  
Exhibit A to By-Laws

Rules and Regulations Adopted Under Article VII of the By-Laws

1. No unit owner shall make or permit any disturbing noises in the units or do or permit anything to be done therein which will interfere with the rights, comfort, convenience or safety of other unit owners. Without limitation of the foregoing, no unit owner shall play upon or permit to be played upon any musical instrument or permit to be operated a phonograph or radio or television loudspeaker in such unit owner's unit between the hours of eleven o'clock p.m. and the following nine o'clock a.m., if the same shall disturb or annoy other occupants of the units, and in no event shall any unit owner practice or permit to be practiced either vocal or instrumental music for more than two hours in any day or between the hours of six o'clock and the following nine o'clock a.m. No unit owner shall give vocal or instrumental instruction at any time.
2. Nothing shall be hung or shaken from the exterior doors, window, fire escapes or placed upon the window sills of the units without the written assent of the trustees of Robinwood Knoll Condominium Trust, hereinafter called the trustees.
3. No exterior shades, awnings, window guards or ventilators except as provided in the Master Deed shall be used in or about the units except such as shall have been approved in writing by the trustees.
4. No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the units, except such as shall have been approved in writing by the trustees nor shall anything be projected out of any window of the units without similar approval.
5. Garbage and refuse from the units shall be disposed of only at such times and in such manner as the trustees may direct.
6. No unit owner shall employ any employee of the trustees, if any, on any private business of a unit owner without the trustees' written assent.
7. No use shall be made of common areas except such as shall be permitted by the trustees or Master Deed. The sidewalks, entrances, passages, stairways, corridors, and halls shall not be obstructed or used for any purpose other than ingress and egress to and from the premises. Children shall not be permitted to play in the halls or upon the stairways nor shall carriages, velocipedes, or bicycles be allowed to stand in or upon the same.
8. The trustees shall retain a pass key to each unit for access in the event of an emergency. In the event a unit owner shall alter any lock or install a new lock to his unit, he shall provide the trustees with a key thereto for the purpose aforesaid.

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9. These rules and regulations may be added to, amended or repealed at any time by vote of a majority of the trustees or by written instrument signed by a majority thereof.

10. Any consent or approval given under these rules by the trustees shall be revocable at any time.

10/11

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