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MASTER DEED

OF

125 PLEASANT STREET CONDOMINIUM

WALTER J. DAVIDSON, EVELYN M. DAVIDSON and WALTER J. DAVIDSON, JR., TRUSTEES of Trapelo Realty Trust under a Declaration of trust dated September 21, 1960 recorded with Middlesex South District Registry of Deeds in Book 9680, Page 576, as amended by instruments of record of Belmont, Middlesex County, Massachusetts (hereinafter "Grantor") being the sole owner of the land with the buildings and improvements thereon situated at 125 Pleasant Street, Arlington, Middlesex County, Massachusetts, as more particularly described in Paragraph 2 below, by duly executing and recording this Master Deed, do hereby submit said land with the buildings and improvements now or hereafter erected thereon, and all easements, rights and appurtenance belonging thereto (hereinafter "Premises") to the provisions of Chapter 183A of the General Laws of Massachusetts (as from time to time amended, hereinafter referred to as "Chapter 183A"), and do hereby state that they propose to create and do hereby create with respect to the Premises, a condominium to be governed by and subject to the provisions of Chapter 183A.

1. Name of Condominium and Name of Association for Management. The name of the condominium shall be "125 Pleasant Street Condominium". An unincorporated association through which the Unit owners will manage and regulate the Condominium has been established under the name "125 Pleasant Street Condominium Association"

(hereinafter referred to as "Association" or "Association of Unit Owners"), the By-laws of said Association being recorded herewith. Each Unit Owner shall have the same percentage interest in said Association as his Unit's proportionate interest in the common areas and facilities of the Condominium. The initial Board of Managers of the Association and their respective initial terms are:

Walter J. Davidson	President	3 year term
Walter J. Davidson, Jr.	Treasurer	3 year term
Evelyn M. Davidson	Clerk	2 year term
Wendell R. Davidson	Member	2 year term
Theodore L. Tillotson	Member	1 year term

2. Description of Premises. A certain parcel of land with the buildings and improvements thereon, known and numbered as 125 Pleasant Street, Arlington, Middlesex County, Massachusetts bounded and described as follows:

SOUTHEASTERLY by Pleasant Street, One Hundred Forty-One and 06/100 (141.06) feet;

SOUTHWESTERLY by land of owners unknown, as shown as a plan hereinafter mentioned, Three Hundred Thirteen and 12/100 (313.12) feet;

NORTHWESTERLY by land of owners unknown, as shown on said plan, One Hundred and 88/100 (100.88) feet; and

NORTHEASTERLY by land of owners unknown and Lots A-D, as shown on said plan, on two (2) lines measuring Sixteen and 06/100 (16.06) feet and Three Hundred Eight and 78/100 (308.78) feet.

Containing 38,742 square feet, more or less, and being shown on a plan entitled "125 Pleasant Street Condominium, Plot Plan", drawn by Selwyn and Kirwin Assoc. R.L.S. dated July 21, 1980 to be recorded herewith.

3. Description of Building. There is one unnamed building upon the premises having a post office address of 125 Pleasant Street, Arlington, Massachusetts. The building contains twenty-seven (27) units designated 1, 5 and 6; 101 through 106, inclusive; 201 through 206, inclusive; 301 through 306 inclusive; and 401 through 406, inclusive. Units 1, 5 and 6 are located on the Ground Floor of the building. Units 101 through 106 are located on the First Floor of the building; Units 201 through 206 are located on the Second Floor of the building; Units 301 through 306 are located on the Third Floor of the building; and 401 through 406 are located on the Fourth Floor of the building.

The building is reinforced masoning construction with brick veneer consisting of five (5) floors.

The location of the building is shown on a plan recorded herewith entitled "125 Pleasant Street Condominium Plot Plan" dated July 21, 1980 drawn by Selwyn and Kirwin Assoc., R.L.S.

4. Description of Units and their Boundaries. The designation of each of the twenty-seven (27) Units, a statement of its location, approximate area, number of rooms and the immediate common area to which it has access, and its proportionate interest in the common areas and facilities are set forth in Exhibits A and B annexed hereto and made a part hereof. The lay-out of each Unit and the location of the rooms therein together with the location and designation of the common areas and facilities of the Condominum are shown on the plans recorded herewith and entitled:

125 Pleasant Street Condominium, Ground Floor Plan
125 Pleasant Street Condominium, First Floor Plan
125 Pleasant Street Condominium, Second Floor Plan
125 Pleasant Street Condominium, Third Floor Plan
125 Pleasant Street Condominium, Fourth Floor Plan

all dated October 3, 1980 and drawn by C. George Elanjian, Registered Architect (Condominium Plan). Included within each Unit are the windows, doors and inside partitions of the window and door frames located beyond the boundaries of the Units, as to which each Unit shall have the right and easement of encroachment over the Common Areas and Facilities.

The boundaries of the Units with respect to the floors, ceilings and walls thereof are as follows:

i) Floors: The plane of the upper surface of the wood floor joists except where there is subflooring, the plane of the upper surface of the subflooring;

ii) Ceilings: The plane of the lower surface of the wood floor joists or lower surface of the roof rafters, as applicable;

iii) Interior Building Walls Between Units: The plane of the surface facing such Unit of the wall studs or surface of the masonry wall, as applicable;

iv) Exterior Building Walls: The plane of the interior surface of the wall studs or the interior surface of the masonry wall, as applicable.

5. Description of the Common Areas and Facilities (herein sometimes referred to as "Common Elements"). The owner of each Unit shall be entitled to an undivided interest in the Common Elements in the percentages set forth in Exhibit B.

The Common Elements include, without limitation, the following:

a) The land of the Condominium described in Paragraph 2 and shown on the Condominium Plan.

b) Those portions of the Buildings not included within the boundaries of the Units contained therein (except the windows, doors and certain portions of window and door frames) including the foundations, columns, girders, beams, supports, concrete floor slabs, exterior walls, party and common walls, chimneys, roofs and gutters, drainage downspouts and other elements attached to said Buildings but not included within the Units.

c) All conduits, ducts, plumbing, wiring flues and other facilities for the furnishing of power, light, air, gas and all sewer and drainage pipes owned by the Grantor located without the Units or located within the Units and serving parts of the Condominium or Building other than the Unit within which such facilities are contained; as to sewage and utility conduits, lines, pipes and wires situated on the premises but not owned by the Grantor, the right and easement to use the same shall be included as part of the Common Elements.

d) The lobby, elevators, stairways, corridors and other facilities on the premises of the Condominium, and the parking and other improved areas not within the Units.

e) All other items, other than the Units listed as common areas and facilities in Massachusetts General Laws, Chapter 183A, and located on the Premises.

The Common Elements shall be subject to the provisions of the By-laws of the Association and the rules and regulations promulgated pursuant thereto with respect to the use thereof.

6. Floor Plans. Simultaneously with the recording hereof, there has been recorded a set of the floor plans of the Buildings of the Condominium showing the layout, location, Unit numbers and dimensions of the Units, stating the designation of the Buildings and bearing the verified statement of a registered architect, certifying that the plans fully and accurately depict the layout, location, Unit numbers and dimensions of the Units, as built, which plans are referred to in Paragraphs 3 and 4 above.

7. Use of the Units.

(a) Each of the Units is intended only for residential purposes and no use may be made of any Unit except as a residence for the owner thereof or his permitted lessee; the maximum residential occupancy of each Unit shall be two (2) persons.

(b) Units may be leased by a Unit Owner, however, no Units shall be leased for a term of less than one (1) year and only upon the approval of the Board of Managers as to the terms of the lease. This section shall not apply to Grantor who shall have the right to lease any or all of the Units owned by Grantor.

(c) The architectural and structural integrity of the Buildings and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, no awning, screen, antenna, sign, banner or other device, and no exterior or structural change, addition, projection, decoration or other feature shall be erected or placed upon or attached to any such Unit or any part thereof; no addition to or change or replacement (except, so far as practicable, with identical kind)

of any exterior light, door knocker or other exterior hardware, exerior door, or door frames shall be made, and no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface or any Unit nor on the interior surface of any window, without the prior written approval of the Board of Managers as more particularly set forth in Article VI, Section 10 of the By-Laws of the Association, but this subparagraph (b) shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire.

(d) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-laws of the Association and any and all rules and regulations promulgated pursuant to the foregoing.

Said restrictions shall be for the benefit of the owners of all of the Units and the Association and shall be enforceable by the Board of Managers and shall, insofar as permitted by law, be perpetual; and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during his ownership thereof.

8. Amendment of Master Deed. This Master Deed may be amended by the vote of at least 67% in common interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-laws, or in lieu of a meeting, any amendment may be adopted by a writing signed by 67%

in common interest of all Unit Owners, unless a larger percentage is required by law.

9. Determination of Percentages in Common Elements. The percentages of interest of the respective Units in the Common Elements set forth in Exhibit B have been determined upon the basis of the approximate relation which the fair value of each Unit on the date hereof bears to the aggregate fair value of all the Units on this date.

10. Encroachments. If any Unit now or hereafter encroaches upon any other Unit or upon a portion of the Common Elements or if any portion of the Common Elements now or hereafter encroaches upon any Unit as a result of the settling or construction of a building, or a Unit therein, or the alteration or repair of the Common Elements or a building or a Unit therein, a valid easement shall exist for such encroachment and for the maintenance of the same for so long as the building and or Unit exists.

11. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines and Other Common Elements Located Inside of Units. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in such Unit and serving other Units or Common Elements or other portions of the Condominium. The Board of Managers shall have a right of access to each Unit to inspect the same, to remove or terminate interference therewith or abuse thereof, and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

12. Acquisition of Units by Board of Managers. In the event that (a) any Unit Owner shall convey his Unit to the Board of Managers, together with (i) the undivided interest in the Common Elements appurtenant thereto, (ii) the interest of such Unit Owner in any other Units acquired by the Board of Managers or its 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 Condominium (hereinafter collectively called the Appurtenant Interests); (b) the Board of Managers shall purchase, at a foreclosure or other judicial sale, a Unit, together with the Appurtenant Interests; or (c) the Board of Managers shall purchase a Unit, together with the Appurtenant Interests, for use by a resident manager, then in any of such events title to any such Unit, together with the Appurtenant Interests, shall be acquired and held by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners. The lease covering any Unit leased by the Board of Managers, or its designee, corporate or otherwise, shall be held by the Board of Managers, or its designee, on behalf of all Unit Owners, in proportion to their respective common interests.

13. Units Subject to Master Deed, Unit Deed, By-Laws of The 125 Pleasant Street Condominium Association and Rules and Regulations. All of the Units of the Condominium shall be subject to the provisions of this Master Deed, the Unit Deed, the By-Laws of the Association and the rules and regulations, as they may be adopted or amended from time to time. The acceptance of a

deed of a Unit shall constitute an agreement that the provisions of this Master Deed, the Unit Deed, the By-laws of the Association, and the rules and regulations, as they may be adopted or amended from time to time, are accepted and ratified by such owner, and that all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed and shall be binding upon any mortgagee or lien holder, tenant, visitor, servant, guest, licensee or occupant of such Unit.

14. Sales of Units. No Unit Owner, other than the Grantor, may sell his Unit except by complying with the following provisions:

Any Unit Owner who receives a bona fide offer for the purchase of his Unit which he intends to accept shall give written notice to Grantor for so long as Grantor still owns a Unit of the Condominium, by registered or certified mail, of such offer and of such intention, the name and address of the offeror, the terms of the proposed sale and such other information as Grantor shall reasonably require, and shall offer to sell such Units to Grantor on the same terms and conditions as contained in said offer. Within twenty (20) days after receipt of such notice, Grantor may elect to purchase such Unit on the same terms and conditions as contained in the offer by giving written notice of said election to the Unit Owner, by registered or certified mail. In the event that the Grantor elects to purchase, the deed shall be delivered and

the consideration paid in accordance with the offer within forty-fice (45) days after the date of notice of election to purchase at the Middlesex South District Registry of Deeds. In the event that Grantor shall fail to elect to purchase within the twenty (20) days, as aforesiad, the offering Unit Owner shall be free to sell such Unit free of the within right of first refusal upon the same terms and conditions to the original offeror within sixty (60) days following the expiration of the aforesaid twenty (20) day period. In the event that the offering Unit Owner shall not, within said sixty (60) day period, convey the Unit in accordance with the original offer, then the Unit Owner shall be required to again comply with the terms and provisions of this paragraph.

Following the conveyance by the Grantor of all of the Units in the Condominium, the aforesaid right of first refusal shall automatically vest in the Board of Managers of the 125 Pleasant Street Condominium Association and the Unit Owners shall give notice as aforesaid to said Board of Managers instead of the Grantor which Board of Managers shall have the right to purchase the Unit upon its election to so do in accordance with the provisions set forth above.

The rights of the Grantor and/or the Board of Managers set forth in the foregoing shall not be excercised so as to restrict alienatation and conveyance of Units because of race, creed, color, sex, age or national origin.

15. Invalidity. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner

the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

16. Waiver. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

17. Captions. The captions herein are inserted only as a matter of convenience and for .eference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

18. Definitions. All terms and expressions herein used which are defined in Section 1 of Chapter 183A shall have the same meanings herein unless the context otherwise requires.

19. Conflicts. This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts in effect upon the date of execution of this Master Deed and any future amendments thereto which specifically made retroactive in application. In case any provisions

stated within this Master Deed are in conflict with the provisions of said statute, the provisions of said statute shall control.

WITNESS our hands and seals this 4th day of October, 1980.

TRAPELO REALTY TRUST

By _____
Walter J. Davidson, Trustee

_____
Evelyn M. Davidson, Trustee

_____
Walter J. Davidson, Jr., Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. October 4, 1980

Then personally appeared the above-named WALTER J. DAVIDSON, Trustee as aforesaid, and acknowledged the foregoing to be his free act and deed, before me.

_____
Notary Public

My Commission Expires:

Theodora B. Tillotson, Notary Public
My Commission Expires November 26, 1982

125 PLEASANT STREET CONDOMINIUM

EXHIBIT A

UNIT NUMBER	APPROXIMATE AREA IN SQUARE FEET	NUMBER OF ROOMS
1	644	LR-DR, K, BR, B
5	1042	LR, K, 2BR, B
6	1010	LR, K, 2BR, B
101	695	LR-DR, K, BR, B
102	527	LR-BR, K, B
103	530	LR-BR, K, B
104	694	LR-DR, K, BR, B
105	1032	LR, K, 2BR, B
106	1032	LR, K, 2BR, B
201	694	LR-DR, K, BR, B
202	524	LR-BR, K, B
203	533	LR-BR, K, B
204	694	LR-DR, K, BR, B
205	1051	LR, K, 2BR, B
206	1039	LR, K, 2BR, B
301	694	LR-DR, K, BR, B
302	524	LR-BR, K, B
303	533	LR-BR, K, B
304	694	LR-DR, K, B
305	1051	LR, K, 2BR, B
306	1039	LR, K, 2BR, B
401	694	LR-DR, K, BR, B
402	524	LR-BR, K, B
403	533	LR-BR, K, B
404	694	LR-DR, K, BR, B
405	1051	LR, K, 2BR, B
406	1039	LR, K, 2BR, B

KEY

LR:	Living Room	K:	Kitchen
LR-DR:	Living Room/Dining Room	BR:	Bedroom
LR-BR:	Living Room/Bedroom	B:	Bath

This immediate common area to which each Unit has access is the corridor adjacent to the main entrance of the Unit as more particularly shown on the floor plans.

125 PLEASANT STREET CONDOMINIUM

EXHIBIT B

UNIT NUMBER	PERCENTAGE INTEREST IN COMMON AREAS AND FACILITIES
1	.02829
5	.04579
6	.04437
101	.03288
102	.02493
103	.02508
104	.03284
105	.04884
106	.04884
201	.03351
202	.02547
203	.02589
204	.03351
205	.05041
206	.04984
301	.03419
302	.02614
303	.02657
304	.03419
305	.05102
306	.05052
401	.03486
402	.02694
403	.02725
404	.03486
405	.05177
406	.05120

BY-LAWS

OF

125 PLEASANT STREET CONDOMINIUM ASSOCIATION

ARTICLE I

PLAN OF UNIT OWNERSHIP

Section 1. Unit Ownership. The property located in Arlington, Massachusetts (hereinafter called the "Property") is more particularly described in the Master Deed dated October , 1980, recorded herewith and has been submitted to the provisions of Chapter 183A of Massachusetts General Laws by Walter J. Davidson, Evelyn M. Davidson and Walter J. Davidson, Jr., Trustees of Trapelo Realty Trust under a Declaration of Trust dated September 21, 1960, recorded with Middlesex South District Registry of Deeds in Book 9680, Page 576, as amended ("Grantor"). The Condominium thereby created shall be known as 125 Pleasant Street Condominium (the "Condominium").

Section 2. Purpose of Association. The Association is an association comprised of the Unit Owners of the Condominium and used by them to manage and regulate the Condominium. Each Unit Owner, as defined in said Chapter 183A, shall have the same percentage interest in the Association as his respective interest in the common areas and facilities ("Common Elements") as provided in the Master Deed.

Section 3. Applicability of By-Laws. The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall mean the land, the buildings and all other improvements thereon (including the units [Units] and Common Elements), and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Chapter 183A of Massachusetts General Laws. The provisions of these By-Laws shall automatically become applicable to property which may be added to the Condominium upon the recording of an amendment to the Master Deed submitting such additional property to the provisions of the said Chapter 183A.

Section 4. Application. All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property

in any manner are subject to these By-Laws, the Master Deed, the rules and regulations, all covenants, agreements, restrictions, easements and declarations of record ("title conditions"). The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement that all of the above documents, restrictions and conditions, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 5. Office. The office of the Condominium and of the Board of Managers shall be located at 125 Pleasant Street, Arlington, Massachusetts.

ARTICLE II

BOARD OF MANAGERS

Section 1. Number and Term. The number of Managers which shall constitute the whole Board shall be five (5). Until succeeded by the Managers elected by the Unit Owners, the initial Managers need not be Unit Owners. Upon the expiration of the terms of all of the first Board of Managers, all Managers thereafter elected shall be Unit Owners. Except as provided in Section 5 of this Article with respect to the first Board of Managers, Managers shall be elected for three-year terms on a staggered basis. In any event, however, each Manager shall hold office until such time as his successor has been elected.

Section 2. Nomination of Managers. Nomination for election to the Board of Managers shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting or special meeting called in lieu thereof by any Unit Owner. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Managers and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Managers prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Managers as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 3. Powers and Duties. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Master Deed or by these By-Laws may not be delegated to the Board of Managers by the Unit Owners. Such powers and duties of the Board of Managers shall include, but shall not be limited to the following:

(a) Provisions for the operation, care, upkeep and maintenance of the Common Elements of the Condominium;

(b) Determination of the common expenses required for the affairs of the Condominium, as set forth in Section 1 of Article VI hereof;

(c) Collection of the common charges from the Unit Owners, including, but not limited to, the common expenses set forth in subparagraph (b) above;

(d) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor;

(e) Leasing, and otherwise dealing with such community facilities as may be provided for in the Master Deed as being Common Elements;

(f) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to it or purchased by it as the result of enforcement of the lien for common expenses, or otherwise;

(g) Obtaining of insurance for the Property, including the Units, pursuant to the provisions of Article VI, Section 6 hereof;

(h) Making of repairs, additions and improvements to, or alterations of, the Property and repairs to and restoration of the Property in accordance with the provisions of these By-Laws;

(i) Enforcement of obligations of the Unit Owners;

(j) Purchase or lease of a Unit for use by a resident manager;

(k) Adoption of rules and regulations relating to the use, upkeep or preservation of the Property. The initial rules and regulations adopted hereunder are set forth in Article XIV.

Section 4. Management. The Board of Managers having the responsibility for the management of the Condominium may employ for the Condominium a managing agent, a real estate management company, and/or a manager at a compensation established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize, provided, however, that the Board of Managers shall not delegate its power with regard to subsections (b), (d), (e), (f), (i), (j) and (k) of Section 3 of this Article II.

Section 5. First Board of Managers. The first Board of Managers shall be designated by the Grantor and shall consist of five (5)

Members of whom two (2) shall serve until the Third Annual Meeting of Unit Owners held pursuant to Article II, Section 1 of the By-Laws; two (2) shall serve until the Second Annual Meeting held as aforesaid and one (1) shall serve until the First such Annual Meeting. At each such Annual Meeting one or more Members of said Board ("Members"), as the case may be, shall be elected by the Unit Owners to fill the vacancies so created.

Section 6. Removal. Except for the first Board of Managers, a Member may be removed for cause, and his or her successor elected, by an affirmative vote of a majority of the Unit Owners.

Section 7. Vacancies. Except as provided in Section 5 of this Article II, vacancies in the Board of Managers caused by any reason other than the removal of a Member thereof by a vote of the Unit Owners shall be filled by vote of a majority of the remaining Members at a special meeting of the Board of Managers held for that purpose promptly after the occurrence of any such vacancy even though the Members present at such meeting may constitute less than a quorum, and each person so elected shall be a Member for the balance of the term of the Member he is replacing. Except for the Members of the first Board of Managers, no Member shall continue to serve on the Board, if during his term of office, he shall cease to be a Unit Owner.

Section 8. Organization Meeting. The first meeting of the Board of Managers following the first Annual Meeting of the Unit Owners shall be held within ten (10) days thereafter, at such time and place as shall be fixed by the Board of Managers at the meeting at which such Board of Managers shall have been elected, and no notice shall be necessary to the newly elected Members in order legally to constitute such meeting, providing a majority of the whole Board of Managers shall be present thereat.

Section 9. Regular Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the Members. Written notice of regular meetings of the Board of Managers shall be given to each Member, by hand delivery, mail or telegraph, at least three (3) business days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Managers may be called by the President on three (3) business days notice to each Member, given by hand delivery mail or telegraph which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Clerk in like manner and on like notice on the written request of at least three (3) Members.

Section 11. Waiver of Notice. Any Member may at any time waive notice of any meeting of the Board of Managers in writing and

such waiver shall be deemed equivalent to the giving of such notice.

Section 12. Quorum of Board of Managers. At all meetings of the Board of Managers, a majority of the Members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the Members present at a meeting at which a quorum is present shall constitute the decision of the Board of Managers. If any meeting of the Board of Managers there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time.

Section 13. Fidelity Bonds. If voted by the Unit Owners, the Board of Managers shall attempt to obtain adequate fidelity bonds for all officers and employees of the Condominium handling or responsible for Condominium funds. The premium on such bonds shall constitute a common expense.

Section 14. Compensation. No Member shall receive any compensation from the Association for acting as such.

Section 15. Liability of the Board of Managers. The Members shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless any such contract shall have been made in bad faith. It is intended that the Members shall have no personal liability with respect to any contract made by them on behalf of the Condominium. The original Board of Managers is specifically authorized to contract for goods or services with the Grantor, or employees or affiliates of the Grantor whether or not such persons are then Members of the Board of Managers and no such contracting shall be deemed to involve a conflict of interest. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers or out of the aforesaid indemnity in favor of the Members of the Board of Managers shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interests of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers or by the Manager on behalf of the Condominium shall provide that the Members, or the Manager, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

Section 16. Action by Consent. Any action by the Board of Managers may be taken without a meeting if a written consent thereto is signed by all the Members of the Board of Managers and filed with the records of the meetings of the Board of Managers. Such consent shall be treated as a vote of the Board of Managers for all purposes.

ARTICLE III

UNIT OWNERS

Section 1. Annual Meeting. Within thirty (30) days after title to eighty (80%) percent of the Units has been conveyed the Board of Managers shall call the First Annual Meeting of the Unit Owners. Thereafter, Annual Meetings shall be held on the second Wednesday in January. At such meetings Members of the Board of Managers shall be elected by ballot of the Unit Owners, in accordance with the requirements of Article II of these By-Laws. The Unit Owners may also transact such other business of the Condominium as may properly come before them.

Section 2. Place of Meetings. Meetings of the Unit Owners shall be held at the principal office of the Condominium, or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners as directed by the Board of Managers or upon a petition signed by at least one-third in number of the Unit Owners and delivered to the Clerk provided that no special meeting shall be called prior to the First Annual Meeting without the approval of the initial Board of Managers.

Section 4. Notice of Meeting. It shall be the duty of the Clerk to mail or deliver a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at least five (5) but not more than ten (10) days prior to such meeting. The mailing or delivery of a notice in the manner provided in these By-Laws shall be considered notice served. Notice of a meeting need not be given to a Unit Owner if a written waiver thereof executed before or after the meeting by such Unit Owner or his duly authorized attorney, if filed with the records of the meeting.

Section 5. Adjournment of Meetings. If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority in common interest of the Unit Owners who are present at such meeting, either in person or by proxy, shall adjourn the

meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6. Voting. The Owner or Owners of each Unit, or some person designated by such Owner or Owners to act as proxy on his or their behalf who need not be an Owner, shall be entitled to cast the votes appurtenant to such Unit at any meeting of Unit Owners. The designation of any such proxy shall be made in writing to the Clerk, and shall be revocable at any time by written notice to the Clerk by the Owner or Owners so designating. Any or all of such Owners may be present at any meeting of the Unit Owners and may vote or take any other action as a Unit either in person or by proxy. Each Unit Owner (including the Grantor, if the Grantor shall then own one or more Units) shall be entitled to cast one vote for each Unit owned by him at all meetings of the Unit Owners, which vote shall be weighted in the same proportion as the respective interest in the Common Elements of such Unit as set forth in the Master Deed. The votes attributable to each Unit must be voted as an entirety and if owners of a Unit shall be unable to agree on the vote to be cast on any issue their rights to vote on that issue shall be deemed to have been waived. Any Unit or Units owned by the Board of Managers or its designee on behalf of the Condominium, shall not be entitled to vote and shall be excluded from the total of common interests when computing the interest of all other Unit Owners for voting purposes.

Section 7. Majority of Unit Owners. As used in these By-Laws the term "majority of Unit Owners" shall mean those Unit Owners having more than 50% of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of Section 6 of this Article III. The vote of the majority of Unit Owners present at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except when in the Master Deed or these By-Laws, or by law, a higher percentage vote is required.

Section 8. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy at the commencement of meetings of the Unit Owners of a majority in common interest of Unit Owners shall constitute a quorum at all such meetings.

Section 9. Action Without Meeting. Any action to be taken by Unit Owners may be taken without a meeting if all Unit Owners entitled to vote on the matter consent to the action by a writing filed with the records of the meetings of Unit Owners. Such consent shall be treated for all purposes as a vote at a meeting.

ARTICLE IV

OFFICERS

Section 1. Designation. The principal officers of the Condominium shall be the President, the Vice-President, the Clerk and the Treasurer, all of whom shall be elected by and from the Board of Managers. The Board of Managers may appoint an Assistant Treasurer and Assistant Clerk, and such other officers as in its judgment may be necessary.

Section 2. Election of Officers. The officers of the Condominium shall be elected annually by the Board of Managers at its Organization Meeting and shall hold office at the pleasure of the Board of Managers and until their successors are elected.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the Board of Managers at a regular or special meeting thereof called for that purpose, any officer may be removed, either with or without cause, and his successor may be elected.

Section 4. President. The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the Unit Owners and of the Board of Managers. He shall have all of the general powers and duties which are incident to the office of President of a stock corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the Condominium.

Section 5. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Managers shall appoint some other Member of the Board of Managers to act in the place of the President, on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Managers or by the President.

Section 6. Clerk. The Clerk shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers; shall have charge of such books and papers as the Board of Managers may direct; and shall in general, perform, all the duties incident to the Office of Clerk of a stock corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts.

Section 7. Treasurer. The Treasurer shall have the responsiblity for Condominium funds and securities and shall be responsible

for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Managers, or the managing agent, in such depositories as may from time to time be designated by the Board of Managers, and he shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts. No payment vouchers shall be paid unless and until approved by the Treasurer, provided, however, the Treasurer, with the approval of the Board of Managers, may delegate the authority to the managing agent to approve and pay vouchers for routine and ordinary expenses of the Association.

Section 8. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by such officer or officers of the Condominium or by such other person or persons as may be authorized by the Board of Managers.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Condominium for acting as such.

ARTICLE V

NOTICES

Section 1. Definition. Whenever under the provisions of the Master Deed or of these By-Laws, notice is required to be given to the Board of Managers, any manager or Unit Owner, it shall not be construed to mean personal notice; but such notice may be given in writing, either by delivery or by mailing, in a postpaid sealed wrapper, addressed to the Board of Managers, such Manager or Unit Owner, as the case may be, at such address as appears on the books of the Condominium. Notice shall be deemed given as of the date of mailing or of delivery in hand to such person's said address.

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

ARTICLE VI

OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Fixing of Common Charges. The Board of Managers shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the Common Charges payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such Common Charges among the Unit Owners according to their respective common interests. The Common Expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of Section 6 of this Article VI. The Common Expenses may also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses of any prior year. The Common Expenses may also include such amounts as may be required for the purchase or lease by the Board of Managers, on behalf of all Unit Owners, of any Unit whose owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale.

The Board of Managers shall advise all Unit Owners, promptly in writing, of the amount of the Common Charges payable by each of them, respectively, as determined by the Board of Managers, as aforesaid and shall furnish copies of each budget on which such Common Charges are based, to all Unit Owners and to their mortgagees. The Grantor will be required to pay only twenty-five (25%) percent of the common charges allocable to any unoccupied Unit completed and owned by Grantor, but will be required to pay Common Charges in full on any occupied Unit owned by it.

Section 2. Payment of Common Charges. All Unit Owners shall pay the Common Charges assessed by the Board of Managers pursuant to the provisions of Section 1 of this Article VI monthly in advance or at such other time or times as the Board of Managers shall determine.

No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against his Unit subsequent to a sale, transfer or other conveyance by him including conveyance to the Board of Managers (made in accordance with the provisions of Article VIII of these By-Laws) of such Unit, together with the Appurtenant Interests, as defined in Section 2 of Article VIII hereof. Subject to the provisions of Section 5 of this Article VI, a purchaser of a Unit shall be liable for the payment of Common Charges assessed and unpaid against such Unit prior to

the acquisition by him of such Unit, except that a mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit shall not be liable for, and such Unit shall not be subject to, a lien for the payment of Common Charges assessed prior to the foreclosure sale.

Section 3. Default in Payment of Common Charges. In the event of default by any Unit Owner in the payment of the Common Charges, for a period of more than ten (10) days, such Unit Owner shall be obligated to pay a late charge of five ($5.00) dollars and in addition thereto, shall pay interest at the rate of ten (10%) percent per annum on such Common Charges from the due date thereof, together with all expenses, including attorney's fees incurred by the Board of Managers in collecting the same. The Board of Managers may seek to recover such Common Charges, interest and expenses by an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit as provided in Section 6 of Chapter 183A of Massachusetts General Laws following default in payment thereof for thirty (30) days.

Section 4. Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Board of Managers to foreclose a lien on a Unit because of unpaid Common Charges, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the votes appurtenant to), convey, or otherwise deal with the same. A suit to recover a money judgment for unpaid Common Charges may be maintainable without foreclosing or waiving the lien securing the same.

Section 5. Statement of Common Charges. The Board of Managers shall promptly provide any Unit Owner so requesting the same in writing with a written statement of all unpaid Common Charges due from such Unit Owner in form suitable for recording and the same when recorded in the Middlesex South District Registry of Deeds shall operate to discharge the Unit from any lien for any other sums then unpaid.

Section 6. Insurance. (A) The Board of Managers shall obtain and maintain, to the extent available, a master policy or policies of casualty and physical damage insurance for the benefit and protection of the Board of Managers and all of the Unit Owners, naming as the named insureds, and with loss proceeds payable to, the Board of Managers hereunder, as Insurance Trustees for all of the Unit Owners collectively of the Condominium and their respective mortgagees, as their interests may appear, such

insurance to cover the real estate constituting both the Common Elements and the Units, together with furnaces, water heaters, dishwashers, disposals, and such other portions and elements of the Units and the Common Elements as are for insurance purposes normally deemed to constitute part of a building and customarily covered by such insurance; but not including (a) the furniture, furnishings or other personal property of the Unit Owners, or (b) improvements within a Unit made by the Owners thereof subsequent to the first sale of such Unit by the Grantor, as to which it shall be the separate responsibility of the Unit Owners to insure. Such insurance shall insofar as practicable be maintained in an amount equal to not less than the full replacement value (exclusive of foundations) of the insured property as determined by the Board of Managers annually with representatives of the insurance carriers of the property, and shall insure against (a) loss or damage by fire and other hazards covered by the standard extended coverage endoresement and (b) such other hazards or risks as the Board of Managers 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.

(B) The Board of Managers hereunder designated as Insurance 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 the following Section 7 of this Article VI. With respect to losses which affect portions or elements covered by such insurance of more than one Unit to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Board of Managers in a fair and equitable manner.

(C) The Board of Managers shall also so obtain and maintain, to the extent available, master policies of insurance with respect to the Common Elements, for the benefit and protection of the Board of Managers and all of the Unit Owners, for (a) comprehensive public liability, (b) workmen's compensation and employees liability with respect to any manager, agent or employee of the Association, but excluding any independent agent or manager, and (c) such other risks as the Board of Managers shall in their discretion deem appropriate.

(D) The cost of all such insurance obtained and maintained by the Board of Managers pursuant to provisions of this Section 6 shall be a Common Expense.

Section 7. Repair or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of a Building or Buildings containing a Unit or Units as a result of fire or other casualty, the Board of Managers shall arrange for the prompt repair, replacement, or restoration of the Building(s) and/or Unit or

Units damaged (but not including furniture, furnishings or other personal property supplied to or installed by Unit Owners), and the Board of Managers shall disburse the proceeds of all insurance policies to the persons engaged in such repair and restoration in appropriate progress payments. Any cost of such repair, restoration, or replacement in excess of the insurance proceeds shall constitute a Common Expense and the Board of Managers may assess to all Unit Owners as common charges such deficit and the premium for any bond which may be required in connection with said repair, replacement or restoration.

If there shall have been a repair, replacement, or restoration pursuant to the first paragraph of this Section 7, and the amount of insurance proceeds shall have exceeded the cost of such repair, replacement, or restoration, then the excess of such insurance proceeds, if any, shall be added to the Condominium's reserve fund or, at the option of the Board of Managers, divided among all the Unit Owners in proportion to their respective common interests.

In the event of any casualty loss to the Condominium, the Board of Managers shall determine in their reasonable discretion whether or not such loss exceeds ten percent (10%) of the value of the Condominium prior to the casualty, and shall notify all Unit Owners of such determination. If such loss as so determined does exceed ten percent (10%) of such value, and

1. If seventy-five (75%) percent of the Unit Owners do not agree within 120 days after the date of the casualty to proceed with repair, replacement, 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 the partition sale together with any common funds shall be divided in proportion to the Unit Owners' respective undivided ownership in the Common Elements. Upon such sale the Condominium shall be deemed removed from the provisions of Chapter 183A of the Massachusetts General Laws.

2. If seventy-five (75%) percent of the Unit Owners agree to proceed with the necessary repair, replacement, or restoration, the cost of the rebuilding of the Condominium, in excess of any available common funds including the proceeds of any insurance, shall be a common expense, provided, however, that if such excess cost exceeds ten (10%) percent of the value of the Condominium prior to the casualty, any Unit Owner who did not so agree may apply to the Superior Court

of Middlesex County on such notice to the Board of Managers as the Court shall direct, for an order directing the purchase of his Unit by the Board of Managers at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a Common Expense.

Section 8. Maintenance and Repairs.

(a) All maintenance and replacement of and repairs to any Unit, whether structural or non-structural, ordinary or extraordinary and to Common Elements located within a Unit and exclusively serving such Unit, including, but not limited to, electrical, plumbing, heating and air conditioning fixtures, shall be done by the Unit Owner at the Unit Owner's expense, except as otherwise specifically provided herein; provided that all repair, replacement, painting or decoration of the exterior of any Unit, including but not limited to doors, windows, trim, clapboards, brickwork, terraces and decks shall be done by the Board of Managers.

(b) Except as hereinbefore provided, all maintenance, repairs and replacements to the Common Elements as defined in the Master Deed, and the painting and decorating of the exterior of the Units whether the same be a part of the Unit or Common Elements, shall be done by the Board of Managers and shall be included as a Common Expense of the Condominium, except 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 9. Restrictions on Use of Units.

(a) Units shall be used exclusively for residential use and no office or commercial use shall be permitted within any Unit other than the necessary record-keeping of the Board of Managers. The maximum residential occupancy of a Unit shall be two (2) persons.

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

(c) No improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

Section 10. Architectural Review.

(a) No improvements, additions, alterations or other work which in any way alters the exterior appearance or structure of any Unit from its natural or improved state existing on the date such Unit was first conveyed in fee by the Grantor, shall be made or done without the prior written approval of the Board of Managers.

(b) Any Unit Owner or Owners, except the Grantor and its designated agents, proposing to make any improvements which, under the preceding paragraph, require the prior written approval of the Board of Managers shall apply for approval by delivering to the Board of Managers a written application describing in detail the nature of the proposed improvement, together with such additional documents as the Board may reasonably require.

(c) The Board of Managers shall, after consideration of the items set forth above and such other matters as it deems necessary, grant the requested approval if the Board determines that:

(1) The proposed improvement is reasonably compatible with the standards of the Condominiums to quality of workmanship and materials, as to harmony of external design with existing structures and as to location with respect to topography and finished grade elevation; and

(2) The proposed improvement complies with all applicable building, health, sanitary, zoning, and other land use laws and municipal ordinances.

(d) All approvals given under the foregoing paragraph shall be in writing and shall be recorded with the Middlesex South District Registry of Deeds provided, however, that any such application for approval which has not been acted upon within sixty (60) days from the date of delivery thereof to the Board of Managers shall be deemed approved and a Certificate to that effect signed by any member of the Board of Managers or by the President or Secretary of the Association and duly recorded shall be conclusive evidence of approval. One set of plans as finally approved shall be retained by the Board of Managers as a permanent record.

(e) Upon receipt of approval from the Board of Managers or upon the elapse of sixty (60) days without action as provided in paragraph (d) of this Section, the Unit Owner shall, as soon as practicable, commence and diligently proceed with the construction, refinishing, alterations and excavations so approved.

(f) In the event that the construction, reconstruction, refurnishing, or alteration of any improvement is not completed within a reasonable time, or having been completed does not comply with the approval therefor given by the Board of Managers, the remedy and authority of the Board of Managers shall be as set forth herein.

(g) Any improvement, addition, alteration or other work done by a Unit Owner in violation of any of the provisions of this Section 10 shall be removed forthwith upon direction of the Board of Managers and the premises restored to their original condition, all at the cost of the Unit Owner. In the event that the Unit Owner refuses or neglects to perform in accordance with the direction of the Board of Managers, the Board of Managers shall have the authority to enter upon the Unit Owner's premises and accomplish the restoration and the cost thereof shall be charged to the Unit Owner and become a lien upon his Unit enforceable in accordance with these By-Laws.

Section 11. Improvements.

(a) If fifty (50%) percent or more but less than seventy-five (75%) percent of the Unit Owners agree to make an improvement to the Common Elements, the cost of such improvement shall be borne solely by the Unit Owners so agreeing.

(b) If seventy-five (75%) percent or more of the Unit Owners agree to make an improvement to the Common Elements the cost thereof shall be assessed to all Unit Owners as a Common Expense, but if such improvement shall cost in excess of ten (10%) percent of the then value of the Condominium, any Unit Owner not so agreeing may apply to the Middlesex Superior Court upon such notice to the Board of Managers as the Court shall direct, for an order directing the purchase of his unit by the Board of Managers at fair market value thereof as approved by the Court. The cost of any such purchase price shall be a Common Expense.

(c) All improvements undertaken pursuant to this Section 11 shall be subject to the prior written approval of the Board as provided in Section 10 of these By-Laws.

Section 12. Right of Access.

(a) General. Each Unit Owner, by the acceptance of a deed to the Unit, grants a right of access to his Unit to the Board of Managers and/or any other person authorized by the Board of Managers or the Manager for the purposes of correcting any conditions originating in his Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services

or other Common Elements in his Unit or elsewhere in the Building in which the Unit is located, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section 12, any costs for repairs shall be borne in accordance with the provisions of Section 8 of this Article.

Section 13. Utility Charges. Water, gas and electricity shall be supplied to all of the Units and the Common Elements through one or more building meters and the Board of Managers shall pay, as a Common Expense, all charges for water, gas and electricity consumed on the Property, including the Units unless the utility is separately metered to a Unit in which event, the Unit Owner shall pay for said utility directly. The Board of Managers shall charge the Unit Owners for their ratable and equitable share of said utility charges making allowances for specific uses in individual units, such as air conditioning. In the event of a proposed sale of a Unit by the Owner thereof, the Board of Managers, on request of the selling Unit Owner, shall execute and deliver to the purchaser of such Unit or to the purchaser's title insurance company, a letter agreeing to pay all charges for utilities affecting the Property as of the date of closing of title to such Unit promptly after such charges shall have been billed.

ARTICLE VII

MORTGAGES

Section 1. Notice to Board of Managers. A Unit Owner who mortgages his Unit shall notify the Board of Managers of the name and address of his mortgagee. The Board of Managers shall maintain such information in a book entitled "Mortgagees of Units."

Section 2. Notice of Unpaid Common Charges. The Board of Managers, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid Common Charges due from, or any other default by, the owner of the mortgaged Unit.

Section 3. Notice of Default. The Board of Managers, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board of Managers, if the mortgagee has requested the same.

Section 4. Examination of Books. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days.

ARTICLE VIII

SALES, LEASES AND MORTGAGES OF UNITS

Section 1. Consent of Unit Owners to Purchase or Lease of Units by Board of Managers. The right of the Board of Managers to purchase or lease a Unit as hereinbefore set forth shall not be exercised without the prior approval of a majority of Unit Owners present and voting at a meeting at which a quorum is present.

Section 2. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests. For the purpose of this Article VIII "Appurtenant Interests" shall be deemed to include (i) such Unit Owner's undivided interest in the Common Elements; (ii) the exclusive right of such Unit Owner to use and/or maintain the Common Elements enumerated in his Unit Deed as being exclusive to his Unit; (iii) the interest of such Unit Owner in any Units theretofore acquired by the Association, or its nominee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; (iv) the interest of such Unit Owner in any other assets of the Condominium or Association; and (v) membership in the Association. Any deed, mortgage or other instrument purporting to affect a Unit shall be deemed and taken to include the Appurtenant Interests whether or not such interests are specifically included 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.

Section 3. Financing of Purchase of Units by Board of Managers. Payment for Units acquired by the Board of Managers, on behalf of all Unit Owners, may be made from the working capital and/or other funds in the hands of the Board of Managers; if such funds are insufficient, the Board of Managers may levy an assessment as a Common Charge against the Unit Owners which assessment shall be enforceable in the same manner as provided in Sections 3 and 4 of Article VI; and the Board of Managers, in its discretion, may borrow money to finance, in part or in whole, acquisition of any such Unit, provided, that no financing may be secured by an encumbrance or hypothecation of any property other than the

Unit, together with the Appurtenant Interests, so to be acquired by the Board of Managers.

Section 4. Waiver of Right of Partition with Respect to such Units Acquired by the Board of Managers. In the event that a Unit shall be acquired by the Board of Managers, or its nominee, all Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

ARTICLE IX

CONDEMNATION

Section 1. Condemnation. If more than ten (10%) percent of the Condominium is taken under the power of eminent domain, the taking shall be treated as a "casualty loss" and the provisions of Section 17 of said Chapter 183A of Massachusetts General Laws shall apply. Where one or more Units have been substantially altered or rendered uninhabitable as a result of a partial taking, and the Unit Owners vote to restore and continue the Condominium pursuant to the provisions of Section 17 of said Chapter 183A, the Board of Managers shall have the authority to acquire the remaining portions of such Units, for such price as the Board of Managers shall determine, provided that any Unit Owner of such remaining portion who does not agree with such determination may apply to the Superior Court of Middlesex County on such notice to the Board of Managers as the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court. Where as a result of a partial taking any Unit is decreased in size or where the number of Units is decreased by a partial taking, then the Board of Managers may make such provisions for realignment of the percentage interests in the Common Elements as shall be just and equitable.

In the event of a total or partial taking under the powers of eminent domain, the Unit Owners shall be represented by the Condominium acting through the Board of Managers. In the event of a partial taking, the award shall be allocated to the respective Unit Owners according to their undivided interest in the Common Elements, except as to such portion or portions of the award which are attributable to direct or consequential damages suffered by particular Units, which shall be payable to the owners of such Units or their mortgagees, as their interests may appear. In the case of a total taking of all Units and the Common Elements, the entire award shall be payable to the Board of Managers to be distributed to the Unit Owners in accordance with their respective percentage interests in the Common Elements.

ARTICLE X

RECORDS

Section 1. Records and Audits. The Board of Managers or the Managing Agent shall keep detailed records of the actions of the Board of Managers and the Manager, minutes of the meetings of the Board of Managers, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium. Unless waived by vote of the Unit Owners, an annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be rendered by the Board of Managers to all Unit Owners promptly after the end of each fiscal year. Copies of the Master Deed, these By-Laws, Rules and Regulations and floor plans of the Buildings and Units, as the same may be amended from time to time, shall be maintained at the office of the Board of Managers and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

ARTICLE XI

MISCELLANEOUS

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

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

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

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

Section 5. Signs. No sign, plaque or communication of any description shall be placed on the exterior of any Unit or Common Element by a Unit Owner without prior written consent of the Board of Managers.

ARTICLE XII

AMENDMENTS TO BY-LAWS

Section 1. Amendments to By-Laws. These By-Laws may be modified or amended by the vote of sixty-seven (67%) percent (or if such modification or amendment affects a provision then requiring a larger percentage, such larger percentage) in common interest of all Unit Owners at a meeting of Unit Owners duly held for such purpose.

ARTICLE XIII

CONFLICTS

Section 1. Conflicts. These By-Laws are set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts in effect upon the date of execution of the Master Deed and any future amendments thereto which are specifically made retroactive in application. In case any provisions stated within these By-Laws are in conflict with the provisions of said statute, the provisions of said statute shall control.

ARTICLE XIV

RULES AND REGULATIONS ADOPTED UNDER THE BY-LAWS

1. No unit owner shall do or permit to be done anything in or about his Unit which will interfere with the rights, comfort or convenience of other Unit Owners, it being the intent that 125 Pleasant Street Condominium shall be a residential community wherein all residents shall live in a peaceful and tranquil environment.

2. No exterior shades, awnings, window guards or ventilators shall be added to the Units except such as shall have been approved by the Board of Managers subject to architectural review as set forth in these By-Laws.

3. 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 Board of Managers, nor shall anything be projected out of any window of the Units without similar approval.

4. Garbage and refuse from the Units shall be disposed of only at such times and in such manner as the Board of Managers may direct.

5. No Unit Owner shall employ any employee of the Association or the Managing Agent, if any, on any private business of a Unit Owner without permission of the Board of Managers or Managing Agent, respectively.

6. No radio or television aerial shall be attached to or hung from the exterior of the Units without the written approval of the Board of Managers.

7. No use shall be made of Common Areas except such as shall be permitted by the Board of Managers.

8. The sidewalks, entrances, driveways and other Common Areas of the buildings shall not be obstructed or used for any other purposes then ingress to the egress from the dwelling Units in the building.

9. Unit Owners shall not cause or permit any unusual or objectionable odors to be produced upon or to emanate from their units.

10. No Unit Owner shall permit nor keep in his unit any inflammable, combustible or explosive material, chemical or substance, except such commercial products as are required in normal household use.

11. Complaints regarding the maintenance or operation of the Condominium shall be made in writing to the Board of Managers or its agents.

12. No Unit Owner shall keep nor permit to be kept in his Unit, household pets, including without hereby limiting the generality of the foregoing, dogs, cats and birds.

13. No storage of unregistered or inoperable motor vehicles shall be permitted upon the premises of the Condominium. No storage of boats, trailers, campers or recreational vehicles shall be permitted upon the premises of the Condominium. No repairing, maintenance or washing of motor vehicles shall be permitted upon the premises of the Condominium. The Board of Managers shall have the authority to remove any motor vehicle or other boat, trailer, camper or recreational vehicle in violation of this provision and store the same, all at the cost to the owner thereof.

14. These rules and regulations may be added to, amended, or repealed at any time by vote of a majority of the Board of

Managers or by a written instrument signed by a majority thereof. Any consent or approval given under these rules by the Board of Managers may be revoked at any time.