



THE PAVILION  
AT CAMBRIDGE



## MASTER DEED

OF

## THE PAVILION AT CAMBRIDGE CONDOMINIUM

INDEX

<u>PARAGRAPH</u>		<u>PAGE</u>
1.	Name.....	1
2.	Description of the Land.....	1
3.	Description of the Buildings.....	1
4.	Designation of the Units and Their Boundaries.....	2
5.	Common Areas and Facilities.....	3
6.	Limited Common Areas and Facilities.....	4
7.	Percentage Ownership Interest in Common Areas and Facilities.....	6
8.	Exclusive Use Areas.....	7
9.	Unit Appurtenances.....	7
10.	Condominium Plans.....	7
11.	Purpose and Restrictions on Use.....	8
12.	Rights Reserved to the Developer.....	12
13.	Rights Reserved to the Managing Board.....	14
14.	The Unit Owners' Organization.....	15
15.	Easement for Encroachment.....	15
16.	Easement to Certain Common Elements.....	15
17.	Units Subject to Master Deed, By-Laws and Unit Deed.....	15
18.	Amendments.....	16
19.	Special Amendment to Master Deed.....	17
20.	Provisions for the Protection of Mortgagees.....	17
21.	No Severability.....	20
22.	Invalidity.....	20
23.	Waiver.....	21
24.	Captions.....	21
25.	Conflicts.....	21

SCHEDULES

A.	Property Description.....
B.	Phase 1 - The Pavilion at Cambridge.....
C.	Table of Fair Value Ratio Indices for Units which may be added to the Condominium.....
D.	By-Laws.....

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OF  
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The undersigned, Kevin M. Smith, Trustee of Cambridge Lambert Realty Trust under Declaration of Trust dated July 22, 1985 and recorded with Middlesex South District Registry of Deeds (herein the "Registry of Deeds"), Book 16308, Page 391 (herein the "Developer"), being the sole owner of the land with the buildings and other improvements thereon in Cambridge, Middlesex County, Massachusetts described in Schedule A attached hereto and made a part hereof, by duly executing and recording this Master Deed, does hereby submit said land, together with the buildings and improvements located and to be located thereon and all easements, rights and appurtenances belonging thereto to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended, (herein "Chapter 183A") and proposes to create, and hereby does create with respect to said premises, a condominium (herein the "Condominium") to be governed by and subject to the provisions of Chapter 183A and to that end provides the following:

1. Name. The name of the Condominium shall be:

THE PAVILION AT CAMBRIDGE CONDOMINIUM

2. Description of the Land. The land (herein the "Land") upon which the building and improvements are situated is described in said Schedule A attached hereto and made part hereof.
3. Description of the Buildings. Until the amendment of the Master Deed, as hereinafter provided in paragraph 18 to create Phase 2 of the Condominium, the units of the Condominium shall be only those included within the Building of Phase 1 (herein the "Main Building") as shown on the plan entitled "Site Plan, The Pavilion at Cambridge Condominium, Cambridge, Massachusetts" dated April 27, 1988 and prepared by Harry R. Feldman, Inc. and recorded herewith. The Main Building situated on the land is a six (6) story building above an underground garage level of steel and concrete block and plank construction with brick and stucco facing, metal stud interior, single-ply membrane roof and concrete foundations.

If Phase 2 is created, it shall consist of one Building (herein the "Cambridge Street Building") containing sixteen (16) residential units ("Units") and two (2) commercial units ("C-Units") and shall be constructed of the same material as the Main Building and shall be consistent with the quality of construction of Phase 1.

4. Designation of the Units and Their Boundaries.

- (a) Until the amendment of the Master Deed to create Phase 2 of the Condominium, as provided in paragraph 18, the Condominium shall consist of ninety-eight (98) residential units ("Units") situated in the Main Building. The designations, locations, approximate areas, numbers of rooms, immediately accessible Common Areas and Facilities (defined below) and other descriptive specifications of the Units are set forth in Schedule B attached hereto and made a part hereof, and are shown on the Phase 1 Floor Plans, hereinafter defined.
- (b) The boundaries of each of the Units and the C-Units with respect to the floors, ceilings, walls, doors and windows thereof are as follows:
- (i) Floors: The plane of the upper surface of the concrete floor slab;
  - (ii) Ceilings: The plane of the uppermost surface of the drywall;
  - (iii) Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs or strapping facing the Unit; as to doors, the exterior surface thereof; as to the windows, the exterior surface of the glass; and as to the frames of the doors and windows, the interior surface of the frames. All glass window panes shall be part of the Unit or C-Unit to which they are attached and shall be replaced, if damaged or destroyed, and cleaned by the unit owner thereof. Replacement windows shall be of glass which is of equal quality to the original.
- (c) Each Unit and the C-Units exclude the foundation, structural columns, girders, beams, supports, perimeter walls of the Buildings, the studs between said units lying inside of the inner surface of the wallboard facing such studs, roofs, concrete floor slabs, balconies, patios, terraces, elevators, corridors, stairways, and lobby, storage area, lavatory on the first floor of the Main Building, swimming pool, retaining walls, lawns, driveways, parking areas, trash removal areas, walks and all conduits, ducts, pipes, flues, wires and other installations or facilities for the furnishing of utility services or waste removal which are situated within the Common Areas and Facilities or within a Unit or a C-Unit but which serve the other such units.

- (d) Each Unit and the C-Units include the ownership of all utility installations contained therein which exclusively serve that unit, including but not limited to the Unit Heat Pump, hereinafter defined, and individual hot water heater and each such owner shall be directly and solely responsible to the utility company for payment of all charges arising from such utility. The C-Units shall be metered separately from the Units and shall be solely responsible for all charges arising from the utilities used in a C-Unit, including but not limited to gas, electric, any other fuel used for heating, and telephone.
  - (e) Each Unit and the C-Units shall have as appurtenant thereto the right and easement to use, in common with the other units served thereby, all utility lines and other common facilities which serve it, but which are located in another such unit or units.
  - (f) Each Unit and the C-Units shall have as appurtenant thereto the exclusive right and easement to use and enjoy certain portions of the Common Areas and Facilities which are designated as "Exclusive Use Areas" in paragraph 8 hereof.
  - (g) Each Unit and the C-Units shall have as appurtenant thereto the right to use the Common Areas and Facilities, as described in paragraph 5 hereof, except for the Exclusive Use Areas described in paragraph 8 hereof which are reserved for the exclusive use of the unit or units to which such Exclusive Use Areas appertain, and except for the Limited Common Areas and Facilities as described in paragraph 6 hereof which are reserved for the use of the Units.
  - (h) Each Unit shall have as appurtenant thereto the right to use the Limited Common Areas and Facilities, as described in paragraph 6 hereof, in common with the other Units in the Condominium, except for the Exclusive Use Areas described in paragraph 8 hereof which are reserved for the exclusive use of the units to which Exclusive Use Areas appertain.
5. Common Areas and Facilities. Except for the Units and the C-Units, the entire premises, including, without limitation, the Land and all parts of the Main Building and the Cambridge Street Building, when said Cambridge Street Building is added to the Condominium as Phase 2 pursuant to paragraph 18 herein, and improvements thereon, shall constitute the Common Areas and Facilities of the Condominium. These Common Areas and Facilities specifically include, without limitation, the following:

-4-

- (a) The land described in Schedule A hereto, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, insofar as the same may be in force applicable.
- (b) The foundation, structural columns, girders, beams, supports, perimeter walls, the studs between units lying inside of the inner surface of the wallboard facing such studs, space between drywall ceiling and the floor or roof above, roof, concrete floor slabs, balconies, patios, terraces, entryways, lawns, planters, retaining walls, driveways, parking areas and walks, elevators, corridors, stairways, lobbies, lavatory on the first floor of the Main Building, swimming pool, first floor exercise facility in Main Building and courtyard.
- (c) All conduits, ducts, pipes, wires and other installations or facilities for the furnishing of utility services or waste removal, including, without limitation, hot and cold water, sewerage, gas, electricity, telephone and sprinkler services, which are not located within any Unit or the C-Units or which, although located within a unit, serve other units, whether alone or in common with such units.
- (d) In general any and all apparatus, equipment and installations existing for common use.
- (e) Such additional Common Areas and Facilities as may be defined in Chapter 183A.

Subject to the exclusive use provisions of paragraph 8 hereof, the limited common area provisions of paragraph 6 hereof, the reserved rights and easements set forth in paragraphs 12, 13 and 18 hereof, each Unit owner and C-Unit owner may use the Common Areas and Facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other unit owners.

6. Limited Common Areas and Facilities.

- (a) The following portions of the Common Areas and Facilities are hereby designated Limited Common Areas and Facilities for the use of all Unit owners except the C-Unit owners:
  - (i) Elevators, corridors, stairways, lobbies, lavatory on the first floor of the Main Building, and courtyard.
  - (ii) The Common Heating System which includes all the elements of the heat pump system which provide heat

and air conditioning to the Limited Common Areas and Facilities, (but specifically excluding the Unit Heat Pumps) including but not limited to the boiler, system pump, cooling tower, individual air handler unit, and fans, piping, wiring and other appurtenances thereto furnishing service to all of the Units (the "Common Heating System"). Heat and air conditioning will be furnished to all Units by a heat pump system which includes (a) individual air handlers, ducts, piping and other appurtenances thereto located within and exclusively serving each unit, (the "Unit Heat Pump") and (b) the Common Heating System furnishing service to all of the Units. Two separate systems, one system for each C-Unit, will furnish heat and air conditioning to the C-Units; said separate systems are not a Limited Common Area and Facility, are not a part of the Common Heating System, and each exclusively serves one C-Unit.

- (iii) Storage areas provided, however, the Managing Board of The Pavilion at Cambridge Condominium Association (the "Managing Board") may assign to a unit owner the exclusive use of a storage bin in any such storage area on such terms and subject to such conditions as the Managing Board shall deem appropriate.
- (iv) Swimming Pool, first floor exercise facilities and related amenities as shown on the Condominium Plans as hereinafter defined subject to the rules and regulations established by the Managing Board.

The Unit owners in common shall be responsible for all expenses associated with the operation, maintenance, repair and replacement of the Limited Common Areas and Facilities, subject to the provisions of paragraph 6(b) regarding the expenses relating to the Main Building Hot Water System, hereinafter defined. The Managing Board shall maintain a budget of the expenses of the Limited Common Areas and Facilities and shall assess Limited Common Area Charges against the Unit owners as follows: each Unit owner's proportionate interest in the limited common area charges shall be a fraction; the numerator of which is the Unit's fair value ratio index as shown on Exhibit B and the denominator of which is the sum of all the Unit fair value ratios but excluding the C-Unit fair value ratios. The Unit Heat Pump located within and exclusively serving a Unit shall be part of the Unit, and the Unit owner shall be solely responsible for all expenses associated with the operation, maintenance, repair and replacement of the Unit Heat Pump.

(b) The following portions of the Common Areas and Facilities are hereby designated Limited Common Areas and Facilities for the use of all Unit owners in the Main Building:

- (i) The Main Building Hot Water System which includes all the elements of the hot water system, which provides hot water to the common areas and Units in the Main Building, including but not limited to a gas fired hot water heater, heat exchange, storage tank and other appurtenances thereto (the "Main Building Hot Water System"). Notwithstanding anything in this Master Deed and By-Laws to the contrary, the Unit owners in the Main Building, even after the addition of the Cambridge Street Building to the Condominium, shall be solely responsible for all expenses associated with the operation, maintenance, repair and replacement of the Main Building Hot Water System. The Managing Board shall maintain a budget of the expenses of the Main Building Hot Water System and shall assess Main Building Hot Water System charges against the Unit owners in the Main Building as follows: each such Unit owner's proportionate interest in the Main Building Hot Water System charges shall be a fraction; the numerator of which is such Unit's fair value ratio index as shown in Exhibit B and the denominator of which is the sum of all the Unit fair value ratios of the Units in the Main Building.

Hot water will be furnished to all units in the Cambridge Street Building by individual hot water heaters located within and exclusively serving each unit. The hot water heater, including any connections and appurtenances thereto, located within or adjacent to and exclusively serving such units shall be a part of such unit and the owner of each unit shall be solely responsible for the maintenance, repair and replacement thereof.

7. Percentage Ownership Interest in Common Areas and Facilities.

The percentage ownership interest of each unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair value of each unit measured as of the date of this Master Deed bears to the aggregate fair value of all units, also measured as of the date of this Master Deed. Schedule C attached hereto and made a part hereof contains the relative fair values of the Units and the C-Units which may hereafter be added to the Condominium in accordance with the provisions of paragraph 18 and Schedule B. Each unit shall be entitled to an appurtenant undivided ownership interest in the



Common Areas and Facilities as set forth in Phase 1 Schedule B as said Schedule B may hereafter be amended in accordance with paragraph 18 hereof.

8. Exclusive Use Areas. The following portions of the Common Areas and Facilities are hereby designated Exclusive Use Areas for the exclusive use of one or more Units or a C-Unit, as the case may be, as hereinafter described.
- (a) If assigned by the Developer in the unit deed or by separate instrument recorded with the Middlesex South District Registry of Deeds, a unit shall have appurtenant to it the exclusive right to use one or more parking space(s) as shown on the Phase 1 Floor Plans.
  - (b) Each Unit shall have appurtenant to it the exclusive right and easement to use the balcony, patio or terrace, if any, adjacent to the Unit to which the Unit has direct doorway access, subject to the maintenance requirements set forth in the By-Laws.
  - (c) A C-Unit shall have as appurtenant to it the exclusive right and easement to use the heat and air conditioning system exclusively serving such C-Unit. A C-Unit owner shall be solely responsible for all expenses associated with the operation, maintenance, repair and replacement of said heat and air conditioning system exclusively serving that C-Unit.

The said Exclusive Use Areas shall, however, be subject to the restrictions set forth in paragraph 11 hereof and to the reserved rights and easements set forth in paragraphs 12, 13 and 18 hereof.

9. Unit Appurtenances. All of the Units and C-Units will be conveyed together with their respective undivided interest in the Common Areas and Facilities as set forth in Schedule B, as the same may be amended in accordance with the provisions of Schedule B and this Master Deed, and will have the benefit of the right to use the Common Areas and Facilities in common with others entitled thereto, subject to the provisions of paragraph 6 with respect to Limited Common Areas and Facilities and paragraph 8 with respect to Exclusive Use Areas.
10. Condominium Plans. A set of floor plans of the Main Building and the Cambridge Street Building in eight (8) pages, entitled "Pavilion at Cambridge Condominium, 170 Gore Street, Cambridge, Massachusetts" dated May 25, 1988, prepared by Branka D. Whishnant, Registered Architect is filed herewith and made a part hereof ("Floor Plans"). The Floor Plans show the layout, locations, unit numbers and dimensions of the units in the Main

Building in Phase 1 and in the Cambridge Street Building in Phase 2 of the Condominium as built. The location of the phase and units which may be added to the Condominium hereafter, (the "Phase 2"), is as set forth on the plan entitled "Site Plan, The Pavilion at Cambridge Condominium, Cambridge, Massachusetts" dated April 27, 1988, prepared by Harry R. Feldman, Inc. (the "Site Plan") filed herewith and made a part hereof. The Developer, its successors and assigns, however, are not obligated to acquire or add Phase 2 as shown on the Site Plan (subject to the provisions of paragraph 18 hereof) and hereby reserves the right to (a) amend the Site Plan, (b) establish the total number of units in the phase and (c) include in the phase any number of units of the models indicated on Schedule C hereof. The Phase 1 Floor Plans and the Site Plan comprise the Condominium plans ("Condominium Plans").

11. Purpose and Restrictions on Use. The Condominium shall be used for the following purposes and shall be subject to the following restrictions:
  - (a) Each Unit shall be used only for residential purposes. The C-Units may be used for such retail, office and commercial purposes as may be permitted by applicable zoning law and regulation.
  - (b) The use of Common Areas and Facilities, including the Limited Common Areas and Facilities and Exclusive Use Areas, is subject to such reasonable rules and regulations as may be established by the Managing Board and shall be conducted in a manner consistent with the comfort and convenience of the occupants of the Building.
  - (c) No Unit owners or C-Unit owner shall cause or permit to exist in his unit, nor shall he causes or permit any occupant of his unit or invitee to cause anywhere in or about the Condominium; any nuisance, any offensive noise, odor or fumes or any hazard to health.
  - (d) No Unit or C-Unit shall be used for any purpose prohibited by any law, rule, regulation or ordinance of any federal, state or local government authority or by any agency having jurisdiction over the Land, the Building, or the Condominium.
  - (e) No Unit or C-Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of The Pavilion at Cambridge Condominium Association and regulations which may be adopted pursuant thereto; provided, however, Unit

owners shall not unreasonably restrict the use and enjoyment of the C-Units pursuant to any subsequent amendments to the By-Laws and/or rules and regulations of the Association.

(f) The following conditions and restrictions shall apply to the tenanting, renting or leasing of Units and the C-Units:

- (1) Each and every lease, license and/or tenancy agreement must be for the entire unit and must be in writing and cannot be for a period of less than thirty (30) days;
- (2) No unit may be tenanted, rented, let, leased or licensed for transient or hotel purposes;
- (3) Every lease, license or tenancy arrangement permitting outside occupants use or possession or occupancy of a unit shall include a provision requiring the outside occupant to comply with all terms and conditions of this Master Deed, the Unit Deed, the By-Laws and Rules and Regulations, and that the failure of said outside occupant to comply with any of the terms of said Master Deed, Unit Deed and/or said By-Laws and Rules and Regulations shall be a default under said lease, license or tenancy agreement; and,
- (4) The provisions of the within subparagraph (f) shall not apply to any bona fide first mortgage lender who obtains title to or takes possession of a unit by foreclosure or pursuant to any other remedies provided in the mortgage or by applicable law.

Each unit owner who leases, rents or licenses the use of his unit shall be personally responsible and liable for the actions of his lessees, tenants, licensees and all other occupants therein, and shall, at the request of the Managing Board, cause any lessee, tenant, licensee or other occupant to immediately vacate the unit should any such person become or cause a nuisance, be disruptive, or otherwise interfere (in the judgment of the Managing Board) with the beneficial use and enjoyment by any unit owner(s) of their unit(s) and/or the Common Areas and Facilities. Therefore, each lease, tenancy or license arrangement entered into by a unit owner with respect to his unit shall by virtue of this subparagraph 11(f) of the Master Deed be subject to immediate termination in the event the Managing Board shall for the aforesaid reasons request that the lessee, tenant licensee or any other occupant claiming by, through or under such person vacate the unit. Each Unit Owner and C-Unit

Owner who leases, rents or licenses the use of his Unit or C-Unit hereby agrees to indemnify, defend and hold harmless jointly and severally, the Managing Board and all other unit owners and their respective agents and employees from and against all loss, liability, damage and expense, including court costs and attorney's fees, on account of (i) any damage or injury, actual or claimed, to person or property caused by any of his lessees, tenants, licensees or other occupants of his Unit or C-Unit claiming by, through or under such person, or (ii) and legal action, including court enforcement proceedings, taken by a Unit Owner, C-Unit Owner or the Managing Board against such Unit Owner or C-Unit Owner, or his lessees, tenants, licensees or other such occupants to enforce the provisions of this subparagraph 11(f).

- (g) Animals may be kept in any Unit or in the Common Areas and Facilities only upon the prior written consent of the Managing Board of the Condominium Association; provided that any such animal causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property upon three (3) days written notice from the Managing Board. In no event shall any animal be permitted in any portion of the Common Areas and Facilities, unless carried or on a leash. Any damage or destruction caused by the animal shall be repaired by the Managing Board at the expense of the Unit owner, but the Unit owner shall remove any feces of the pet from Common Areas and Facilities.
- (h) The architectural integrity of the Main Building and the Cambridge Street Building when said Building is added as Phase 2 to the Condominium, shall be preserved without modification and to that end, without limiting the generality of the foregoing, no balcony, skylight, chimney, enclosure, awning, screen, antenna, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to said Buildings or attached to or exhibited through a window of said Buildings, and no painting or other decorating shall be done on any exterior part or surface of said Buildings, unless the same shall have been approved by the Managing Board. Notwithstanding the foregoing, the owner of a C-Unit may erect, place upon or attach to the Cambridge Street Building or attach to or exhibit through a window of the Cambridge Street Building a sign of the dimensions permitted by the City of Cambridge;

-11-

provided, however, the Managing Board shall have the right to require such signs to be of uniform color, style, material and script.

- (i) The owner of any unit to which there is assigned a parking space may, by instrument duly recorded with the Middlesex South District Registry of Deeds, transfer the exclusive right to use said parking space to the owner of any other unit in the Condominium.
- (j) A unit owner (including the Developer) who owns two or more contiguous (vertically or horizontally) units may physically combine said units by removing all or a portion of the intervening floor, ceiling or walls and making other appropriately related alterations and improvements; provided, however, a Unit and a C-Unit may not be so physically combined. All such work shall be done in a good and workmanlike manner, in compliance with industry standards and with all applicable laws, after obtaining all required permits and obtaining written approval of plans and specifications for the proposed work from the Managing Board prior to commencement of such work, and in compliance with the provisions of the By-Laws relating to additions, alterations or improvements by unit owners. No work shall be performed which will materially affect the structural integrity of the Condominium, and the unit owner performing such work shall indemnify and hold harmless the Managing Board, The Pavilion at Cambridge Condominium Association and all unit owners from and against all loss, liability, damage and expense, including court costs and attorneys' fees resulting from or arising in connection with any loss or damage to property or injury to person, actual or claimed, which they may suffer or incur as a result of such work. Upon completion, the combined unit shall be treated as one unit for the purposes of the restrictions on use of units and of the enforcement of liens for unpaid common charges. For all other purposes, including the determination, assessment and payment of common charges and limited common charges, the original units will retain their own separate percentage interests in the ownership of the Common Areas and Facilities of the Condominium. Provided that any such connection has been duly approved and implemented in accordance with the provisions of this paragraph 11(j), an easement for the maintenance of the same on or in the Common Areas and Facilities shall exist for so long as said connection shall be in existence. In the event that the owner of two or more units which have been connected desires to separate one or more of such units, he shall restore

such units (and, if applicable, the hallways) to their original configuration as shown on the floor plans recorded with this Master Deed by restoring the Common Areas and Facilities separating such units (and, if applicable, the hallways) to their original condition or such other condition as may be approved by the Managing Board in accordance with the provisions of Article V, Section 13 of the By-Laws of The Pavilion at Cambridge Condominium Association (the "By-Laws"). Any such work associated with separating previously connected units and hallways shall be first approved by the Managing Board as aforesaid and shall conform to the conditions set forth in Article V, Section 13 of the By-Laws.

Said restrictions shall be for the benefit of each of the Unit owners, the C-Unit owners and the Managing Board, and shall be enforceable by each unit owner and also by the Managing Board.

Also, insofar as permitted by law, such restrictions shall be perpetual, and, to that end, they 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 11, except such as occur during his or her ownership of a unit.

12. Rights Reserved to the Developer for Sales.

Notwithstanding any provision of this Master Deed and By-Laws to the contrary:

- (a) Pursuant to the provisions of paragraph 18, the Developer reserves the right at its sole expense and without further authorization from the Unit owners, the C-Unit owners, or the Managing Board, at any time and from time to time to unilaterally amend the Master Deed in connection with the addition of Phase 2 to the Condominium.
- (b) The Developer reserves the right at its sole expense and without further authorization from the Unit owners, the C-Unit owners, or the Managing Board, at any time and from time to time to amend this Master Deed and the Condominium Plans filed herewith to create additional terraces, patios or storage areas within the Common Areas and Facilities of the Condominium and to assign by instrument recorded with Middlesex South District Registry of Deeds, to one or more unit owners an exclusive right to use such additional terraces, patios or storage areas as may be constructed in the Common Areas and Facilities of the Condominium.

- (c) The Developer for itself, its successors and assigns reserves the right and easement to enter each unit and the Common Areas and Facilities of the Condominium from time to time, at reasonable hours, for the purposes of construction and repair of adjacent or adjoining units, the Main Building, the Cambridge Street Building and the Common Areas and Facilities and to perform any obligation required or permitted to be performed under this Master Deed and/or By-Laws of The Pavilion at Cambridge Condominium Association. The Developer shall indemnify and hold harmless the unit owners from any liability or damage arising out of such entry.
- (d) The Developer reserves the right to construct exercise facilities, swimming pool and related patio and fencing as shown on the Condominium Plans within the Common Areas and Facilities of the Condominium.
- (e) In the event that there are unsold Units or C-Units, the Developer shall have the same rights, as the owner of such unsold units, as any other unit owner. In addition to the foregoing, the Developer reserves the right for so long as he owns such unsold unit to:
  - (i) Lease and license the use of any unsold unit;
  - (ii) To use any unsold unit as a model for display for purposes of sale or leasing of units; and
  - (iii) To use any unsold unit as an office or sales office for the Developer's use.
- (f) The Developer and his authorized agents, representatives and employees shall have the right and easement to erect and maintain on any portion of the Condominium including in or upon the Main Building or the Cambridge Street Building and other structures and improvements forming part thereof, such sales signs and other advertising and promotional notices, displays and insignia as they shall deem necessary or desirable.
- (g) The Developer reserves the right to designate a certain number of unassigned parking spaces for use by sales office personnel and visitors until all units have been sold and to maintain a construction trailer or trailers and dumpster in the Common Area and Facilities until construction of the Condominium is completed.

- (h) The Developer reserves the right to grant the exclusive right to use one or more parking spaces located as shown on the Phase 1 Floor Plans and the Site Plan, to certain unit owners, which right shall be appurtenant to the respective unit, as set forth in the first deed to such unit or in a subsequent instrument of conveyance from the Developer to such unit owner. Until the Developer has amended the Master Deed to add Phase 2 as shown on the Site Plan and has conveyed all of the Units and C-Units in the Condominium, the Developer shall have the right to the exclusive use of those remaining parking spaces the exclusive use of which has not been granted to any unit owners, together with the right to rent such spaces.

13. Rights Reserved to the Managing Board.

- (a) Upon twenty-four hours advance notice (or such longer notice as the Managing Board shall determine appropriate) to the unit owner involved, or immediately in case of emergency or condition causing or threatening to cause serious inconvenience to another unit, the Managing Board shall have the right of access to each unit and the Exclusive Use Areas appurtenant thereto:
- (i) To inspect, maintain, repair or replace the Common Areas and Facilities contained therein or elsewhere in the Main Building and the Cambridge Street Building.
  - (ii) To exercise any other rights or satisfy any other obligations they may have as a Managing Board.
- (b) Following the addition of Phase 2 and sale of the units in the Condominium, the remaining unsold or unassigned parking spaces in the garage level and surface parking area shall become part of the Common Areas and Facilities which may, at the option of the Managing Board of The Pavilion at Cambridge Condominium Association, (i) be designated as unassigned spaces for parking by Unit owners and/or their guests or (ii) rented or assigned to Unit owners or a C-Unit owner, on such terms and subject to such conditions as the Managing Board shall deem appropriate.
- (c) The Managing Board shall have the right to require that any sign erected pursuant to paragraph 11(h) shall be of a uniform color, style, material and script.



14. The Unit Owners' Organization. The unit owners will manage and regulate the Condominium through an organization of unit owners to be known as The Pavilion at Cambridge Condominium Association, which has been created and is to be governed by the By-Laws attached hereto as Schedule D and made a part hereof. As provided in said By-Laws, Kevin Smith, Jane Gumble and Wayne Smith are the original and present members of the Managing Board of said Association. The mailing address of said Association is: The Pavilion at Cambridge Condominium Association c/o Awdeh & Co., One Boston Place, Boston, MA 02108.
15. Easement for Encroachment. If any portion of the Common Areas and Facilities now encroaches upon any Unit or the C-Units, or if any such unit now encroaches upon any other unit or upon any portion of the Common or Limited Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of (a) settling of the Buildings, or (b) alteration or repair or restoration of the Buildings or any Unit or C-Unit after damage by fire or other casualty, or (c) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Main Building and/or Cambridge Street Building stands.
16. Easements to Certain Common Elements. Each unit owner shall have an easement in common with the owners of all other units to use all pipes (including pipes to condensing units), wires, ducts, flues, cables, conduits, public utility lines and other common facilities located in any of the other units or elsewhere in the Condominium and servicing his or her unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes (including pipes to condensing units), wires, ducts, flues, cables, conduits, public utility lines and other Common Areas and Facilities serving other units but located in such unit.
17. Units Subject to Master Deed, By-Laws, Unit Deed. All present and future owners, lessees, tenants, licensees, visitors, invitees, servants and occupants of units shall be subject to, and shall comply with, the provisions of this Master Deed (including, without limitation, subparagraph 11(f)), the By-Laws, the unit deed and the Rules and Regulations of the Condominium adopted pursuant to the By-Laws, as they may be amended from time to time, and the items affecting title to the Land as set forth in Schedule A. The acceptance of a deed or conveyance of a unit or the entering into occupancy of any unit shall constitute an agreement that the provisions of this Master Deed (including, without limitation, subparagraph 11(f) hereof), the By-Laws, the unit deed and said Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the Land, are accepted and ratified by such owner, lessee, tenant,

licensee, visitor, invitee, servant or occupant; and 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 or conveyance thereof or lease, tenancy, license or occupancy agreement or arrangement with respect thereto.

18. Amendments. This Master Deed may be amended from time to time by written instrument signed and acknowledged by sixty-seven percent (67%) or more of the Unit and C-Unit owners in the aggregate in interest of the undivided ownership of the Common Areas and Facilities of the Condominium, and recorded with the Middlesex South District Registry of Deeds; provided, however, that the assent by such a unit owner of a unit encumbered by a first mortgage upon an instrument of amendment of this Master Deed, shall not be effective unless countersigned on said instrument of amendment or otherwise assented to upon a document recorded with said Deeds by the holder of such first mortgage; provided, further, that, except as permitted by this paragraph 18 and Schedule C hereof, the percentage of undivided interest of each unit owner in the Common Areas and Facilities shall not be altered without the consent of all Unit and C-Unit owners and all holders of first mortgages of record on such units; provided, further, that, without the consent of any Unit or C-Unit owner, or any mortgagee, or the Managing Board, the Developer, or its assigns, may, at any time prior to four (4) years from the date hereof, unilaterally amend this Master Deed so as to submit to the provisions of Massachusetts General Laws Chapter 183A as Phase 2, the Cambridge Street Building and other improvements situated thereon and the units contained therein described in Schedule C, and together with and subject to such rights, easements, covenants and restrictions of record which do not unreasonably interfere with the use of the Units for residential purposes or the Common Areas and Facilities for the purposes for which they were designed. The Developer reserves the right (a) to occupy, lease, manage, repair, renovate and retain all income with respect to the Cambridge Street Building not yet so added to the Condominium and (b) to add the Cambridge Street Building to the Condominium in the manner hereinabove provided. Any such amendment shall contain with respect to any such additions, all of the particulars required by said Chapter 183A. In no event shall (i) the total number of units in the entire Webster Street Condominium exceed 114 Units and 2 C-Units, and (ii) the unit owners amend this Master Deed in any manner which would interfere with Developer's rights to add Phase 2 as described in this paragraph 18.

19. Special Amendment to Master Deed. Notwithstanding anything herein contained to the contrary, the Developer reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed at any time and from time to time which amends this Master Deed (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing & Urban Development, the Federal Housing Association, the Veterans Administration or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering unit ownerships; (iii) to bring this Master Deed into compliance with Chapter 183A of the General Laws of the Commonwealth of Massachusetts; (iv) to add Phase 2 to the Condominium in accordance with paragraph 18 of this Master Deed; or (v) to correct clerical or typographical errors in this Master Deed or any exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to vote in favor of, make, consent to, execute, seal, deliver and record any such Special Amendment on behalf of each owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, other evidence of obligation or other instrument affecting a Unit or a C-Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the aforesaid power of attorney. With the exception of the Developer's right to add Phase 2 to the Condominium, the right of the Developer to act pursuant to rights reserved or granted under this paragraph shall be automatically assigned to the Association at such time as the Developer no longer holds or controls title to any Unit or C-Unit.
20. Provisions for the Protection of Mortgagees. Notwithstanding anything in this Master Deed and By-Laws to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and C-Units and shall be enforceable by any First Mortgagee:
- (a) In the event that the unit owners shall amend this 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

-18-

- (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 (a)(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 owner and incorporated in this Master Deed.
- (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 Chapter 183A in the case of condemnation or substantial loss to the units and/or the Common Areas and Facilities of the Condominium, the unit owners and the Managing Board shall not be entitled to take the following actions unless at least two-thirds (2/3) of the First Mortgagees (based upon one vote for each first mortgage owned) have given their prior written consent thereto:
- (i) By any act or omission, seek to abandon or terminate the Condominium; 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 utilities or for other 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

-19-

- (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.
- (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 provisions of this Master Deed 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 of 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) A First Mortgagee, or any insurer or guarantor of a mortgage held by a First Mortgagee, upon request made to the Managing Board, shall be entitled to:
  - (i) Written notification from the Managing Board of any default by its borrower who is an owner of a unit with respect to any obligation of such borrower under this Master Deed which is not cured within sixty (60) days;
  - (ii) Inspect current copies of the Master Deed, By-Laws and Rules and Regulations of the Condominium, together with the books, records and financial statements of the Condominium Association during normal business hours or under other reasonable circumstances;
  - (iii) Receive an audited annual financial statement of the Condominium Association within ninety (90) days following the end of any fiscal year of the Condominium Association;
  - (iv) Receive written notice of all meetings of the Condominium Association, and be permitted to designate a representative to attend all such meetings;
  - (v) Receive prompt written notification from the Managing Board of any damage by fire or other casualty either to a material portion of the Condominium or to the

-20-

unit upon which the First Mortgagee holds a first mortgage or of any proposed taking by condemnation or eminent domain of said unit or the Common Areas and Facilities;

- (vi) Receive prompt written notification from the Managing Board of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Association; and
- (vii) Any proposed action to be taken by the unit owners which requires the consent of a specified percentage of First Mortgagees.
- (h) No agreement for professional management of the Condominium or any other contract with the Developer 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.

The Developer intends that the provisions of this paragraph 20 shall comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention. The provisions of this paragraph 20 may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Middlesex South District Registry of Deeds in accordance with the requirements of paragraph 18 hereof.

- 21. No Severability. No Unit or C-Unit owner may or shall execute or make any deed, mortgage or other conveyance of his unit without including in such conveyance the Unit's or C-Unit's percentage ownership interest, it being the intention hereof that there be no severance of unit ownership from percentage ownership interest.
- 22. 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.

-21-

23. 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.
24. 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 this Master Deed nor the intent of any provisions hereof.
25. 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 case any of the provisions hereof conflict with such requirements, the provisions of said statute shall control.

EXECUTED under seal the \_\_\_\_\_ day of \_\_\_\_\_, 1988.

\_\_\_\_\_  
Kevin M. Smith, as Trustee of  
Cambridge Lambert Realty Trust  
and not individually

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

, 1988

Then personally appeared the above named Kevin M. Smith, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, as Trustee, before me.

\_\_\_\_\_  
Notary Public:

My Commission Expires:

## EXHIBIT A

## PARCEL 1 - REGISTERED LAND

The land, with the buildings thereon, known as and numbered 581-591 Cambridge Street in Cambridge, Middlesex County, Massachusetts, bounded and described as follows:

SOUTHWESTERLY by Cambridge Street one hundred four (104) feet;  
 NORTHWESTERLY by land now or formerly of Harry Riseman et al one hundred (100) feet;  
 NORTHEASTERLY by land now or formerly of Swift & Company one hundred five and 25/100 (105.25) feet; and  
 SOUTHEASTERLY by land now or formerly of Carl W. Rydberg et al one hundred and 01/100 (100.01) feet.

All of said boundaries are determined by the Court to be located as shown upon plan numbered 27104-A, which will be filed with the original certificate of title issued on this decree, the same being compiled from a plan drawn by W.A. Mason & Son Company, Surveyors, dated October 22, 1956, and additional data on file in the Land Registration Office, all as modified and approved by the Court. The land is subject to an easement to maintain a flight of stairs and an easement of passage, on the west side of said land; and is subject to an encroachment of a building on said Rydberg land on the east side of said land, all as more particularly set forth in Certificate of Title No. 98120.

## PARCEL 2

The land, known as and numbered 18 Lambert Street, Cambridge, Middlesex County, Massachusetts, bounded and described as follows:

PARCEL I    NORTHERLY    by Gore Street, twenty-five and no hundreds (25.00) feet;  
                   EASTERLY    by Lot B as shown on the plan hereinafter mentioned eighty-four and sixty-hundredths (84.60) feet;  
                   SOUTHERLY    by land of owners unknown, twenty-five and no hundredths (25.00) feet;  
                   WESTERLY    by land of owners unknown, eighty-four and sixty hundredths (84.60) feet;

Said premises are shown as Lot A on "Plan of Land on Gore Street, Cambridge, Redivision of plan in Book 6179, page 15", dated December 3, 1941.

PARCEL II

A certain parcel of land situated in that part of Cambridge, called East Cambridge, comprising lots numbered twenty-four (24), twenty-five (25) and twenty-six (26), on A. Wadsworth's Plan dated June 27th, 1954 and recorded with Middlesex Deeds at the end of Book 680, bounded and described according to said Plan, as follows:

Beginning at a point on the Easterly side of Lambert Street distance Southerly from Gore Street, ninety (90) feet, the line runs Southerly on Lambert Street seventy-two (72) feet to Lot twenty-three (23) on said Plan,



-2-

then running Easterly on Lot twenty-three (23) eighty-five feet eight and one-half (8 1/2) inches, then Northerly on land of owners unknown seventy-two (72) feet and three (3) inches to a point eighty-two (82) feet and nine (9) inches distant from the Southerly line of Gore Street, then westerly in a straight line ninety-two (92) feet and five (5) inches to the point of beginning. Be all or any of said measurements more or less and containing about six thousand four hundred twelve (6,412) square feet.

## PARCEL 3

The land with the buildings thereon, known as and numbered 14 Lambert Street, situated in Cambridge, Middlesex County, Massachusetts, on the Easterly side of Lambert Street and being Lot 23 and the Northerly one-half of Lot 22 on a plan made by Alexander Wadsworth, June 27, 1854, recorded with Middlesex County, Massachusetts, on the Easterly side of Lambert Street, and being Lot 23 and the Northerly one-half of Lot 22 on a plan made by Alexander Wadsworth, June 27, 1854, recorded with Middlesex South District Deeds, end of Book 680, bounded and described as follows:

WESTERLY	by Lambert Street, thirty-six (36) feet;
NORTHERLY	by Lot 24 on said plan, eighty-five (85) feet eight and one-half (8 1/2) inches;
EASTERLY	by land of owners unknown, thirty-six (36) feet one and one-half (1 1/2);
SOUTHERLY	by the remaining part of said Lot 22 by a line through the centre of said Lot, eighty-two (82) feet four (4) inches.

Containing 3025 square feet more or less.

## PARCEL 4

The land, with the buildings thereon, known as and numbered 168 Gore Street, situated on the southwesterly side of Gore Street, Cambridge, Middlesex County, Massachusetts, containing forty-four thousand five hundred (44,500) square feet, more or less, being shown on plan entitled, "Plan of Land in Cambridge, Mass., Surveyed for Swift & Company, Scale 40 ft. to an inch. Aug. 1, 1945, W.A. Mason & Son Co., Surveyors, Cambridge, Mass.", said plan to be recorded herewith, and bounded and described as follows:

NORTHEASTERLY	by Gore Street two hundred eight and 57/100 (208.57) feet;
SOUTHEASTERLY	by lands now or formerly of the adjoining owners shown on said plan one hundred eighty and 88/100 (180.88) feet;
SOUTHWESTERLY	by lands now or formerly of the adjoining owners shown on said plan two hundred twenty-one and 12/100 (221.12) feet;
NORTHWESTERLY	by lands now or formerly of the adjoining owners shown on said plan two hundred forty-two and 59/100 (242.59) feet;

be any or all of said measurements more or less, and however otherwise said premises may be bounded, measured or described.

-3-

## PARCEL 5

The land, with the buildings thereon, known as and numbered 172-174 Gore Street, in that part of Cambridge, Middlesex County, Massachusetts, called East Cambridge, located at the corner of Gore Street and Lambert Street (formerly Carson Street) bounded and described as follows:

NORTHEASTERLY by Gore Street, seventy-five (75) feet;  
NORTHWESTERLY by Lambert Street (formerly Carson Street) ninety (90) feet;  
SOUTHWESTERLY by land now or formerly of Bailey, sixty-seven (67) feet and 4 inches;  
SOUTHEASTERLY by land of the Estate of John P. Squire, eighty-four (84) feet and 7 1/3 inches;

Being lots 2 - 3 and 4 on a plan of Alexander Wadsworth dated June 27, 1954, and recorded with Middlesex South District Deeds at the end of Book 680. For title see deeds recorded with Middlesex South District Deeds - Stickney to Squire, Book 1760, Page 256. Bradeen to Squire, Book 1760, Page 260, Miller, et al to Squire, Book 4535, Page 27.

The date of the plan of Alexander Wadsworth, referred to in the descriptions of Parcels 2 and 5 above, was incorrectly described as "June 27, 1954" in the deeds, to Makram L. Awdeh and Kevin A. Smith, trustee of Cambridge Lambert Realty Trust, dated July 22, 1985. The deed to Parcel 2 being recorded at Book 16308, Page 402, and the deed to Parcel 5 being recorded at Book 16308, Page 401.

## SCHEDULE B

Phase 1 - The Pavilion at Cambridge Condominium

<u>Location</u>	<u>Unit Number</u>	<u>Approximate Area (Square Feet)</u>	<u>Number of Rooms</u>	<u>Fair Value Ratio Index</u>	<u>Percentage Ownership Phase 1</u>
<u>Main Building</u>					
First Floor	101	585	3	0.0091	0.0091
First Floor	102	945	4	0.0112	0.0112
First Floor	103	972	4	0.0112	0.0112
First Floor	104	952	4	0.0112	0.0112
First Floor	105	620	3	0.0091	0.0091
First Floor	106	963	4	0.0112	0.0112
First Floor	107	952	4	0.0112	0.0112
First Floor	108	650	3	0.0091	0.0091
First Floor	109	644	3	0.0091	0.0091
First Floor	110	642	3	0.0091	0.0091
First Floor	111	585	3	0.0091	0.0091
First Floor	112	960	4	0.0112	0.0112
First Floor	113	642	3	0.0091	0.0091
First Floor	114	640	3	0.0091	0.0091
First Floor	115	616	3	0.0091	0.0091
First Floor	117	627	3	0.0091	0.0091
First Floor	118	635	3	0.0091	0.0091
First Floor	119	642	3	0.0091	0.0091
First Floor	120	960	4	0.0112	0.0112

Phase 1 - The Pavilion at Cambridge Condominium

<u>Location</u>	<u>Unit Number</u>	<u>Approximate Area (Square Feet)</u>	<u>Number of Rooms</u>	<u>Fair Value Ratio Index</u>	<u>Percentage Ownership Phase 1</u>
<u>Main Building</u>					
Second Floor	201	655	3	0.0091	0.0091
Second Floor	202	945	4	0.0112	0.0112
Second Floor	203	972	4	0.0112	0.0112
Second Floor	204	952	4	0.0112	0.0112
Second Floor	205	937	4	0.0112	0.0112
Second Floor	206	963	4	0.0112	0.0112
Second Floor	207	952	4	0.0112	0.0112
Second Floor	208	650	3	0.0091	0.0091
Second Floor	209	644	3	0.0091	0.0091
Second Floor	210	642	3	0.0091	0.0091
Second Floor	211	655	3	0.0091	0.0091
Second Floor	212	960	4	0.0112	0.0112
Second Floor	213	642	3	0.0091	0.0091
Second Floor	214	640	3	0.0091	0.0091
Second Floor	215	970	4	0.0112	0.0112
Second Floor	217	970	4	0.0112	0.0112
Second Floor	218	635	3	0.0091	0.0091
Second Floor	219	642	3	0.0091	0.0091
Second Floor	220	960	4	0.0112	0.0112

Phase 1 - The Pavilion at Cambridge Condominium

<u>Location</u>	<u>Unit Number</u>	<u>Approximate Area (Square Feet)</u>	<u>Number of Rooms</u>	<u>Fair Value Ratio Index</u>	<u>Percentage Ownership Phase 1</u>
<u>Main Building</u>					
Third Floor	301	655	3	0.0091	0.0091
Third Floor	302	945	4	0.0112	0.0112
Third Floor	303	972	4	0.0112	0.0112
Third Floor	304	952	4	0.0112	0.0112
Third Floor	305	937	4	0.0112	0.0112
Third Floor	306	963	4	0.0112	0.0112
Third Floor	307	952	4	0.0112	0.0112
Third Floor	308	650	3	0.0091	0.0091
Third Floor	309	644	3	0.0091	0.0091
Third Floor	310	642	3	0.0091	0.0091
Third Floor	311	655	3	0.0091	0.0091
Third Floor	312	960	4	0.0112	0.0112
Third Floor	313	642	3	0.0091	0.0091
Third Floor	314	640	3	0.0091	0.0091
Third Floor	315	970	4	0.0112	0.0112
Third Floor	317	970	4	0.0112	0.0112
Third Floor	318	635	3	0.0091	0.0091
Third Floor	319	642	3	0.0091	0.0091
Third Floor	320	960	4	0.0112	0.0112

Phase 1 - The Pavilion at Cambridge Condominium

<u>Location</u>	<u>Unit Number</u>	<u>Approximate Area (Square Feet)</u>	<u>Number of Rooms</u>	<u>Fair Value Ratio Index</u>	<u>Percentage Ownership Phase 1</u>
<u>Main Building</u>					
Fourth Floor	401	655	3	0.0091	0.0091
Fourth Floor	402	945	4	0.0112	0.0112
Fourth Floor	403	972	4	0.0112	0.0112
Fourth Floor	404	952	4	0.0112	0.0112
Fourth Floor	405	937	4	0.0112	0.0112
Fourth Floor	406	963	4	0.0112	0.0112
Fourth Floor	407	952	4	0.0112	0.0112
Fourth Floor	408	650	3	0.0091	0.0091
Fourth Floor	409	644	3	0.0091	0.0091
Fourth Floor	410	642	3	0.0091	0.0091
Fourth Floor	411	655	3	0.0091	0.0091
Fourth Floor	412	960	4	0.0112	0.0112
Fourth Floor	413	642	3	0.0091	0.0091
Fourth Floor	414	640	3	0.0091	0.0091
Fourth Floor	415	970	4	0.0112	0.0112
Fourth Floor	417	970	4	0.0112	0.0112
Fourth Floor	418	635	3	0.0091	0.0091
Fourth Floor	419	642	3	0.0091	0.0091
Fourth Floor	420	960	4	0.0112	0.0112

Phase 1 - The Pavilion at Cambridge Condominium

<u>Location</u>	<u>Unit Number</u>	<u>Approximate Area (Square Feet)</u>	<u>Number of Rooms</u>	<u>Fair Value Ratio Index</u>	<u>Percentage Ownership Phase 1</u>
<u>Main Building</u>					
Fifth Floor	501	643	3	0.0091	0.0091
Fifth Floor	502	933	4	0.0112	0.0112
Fifth Floor	503	960	4	0.0112	0.0112
Fifth Floor	504	940	4	0.0112	0.0112
Fifth Floor	505	750	3	0.0103	0.0103
Fifth Floor	506	750	3	0.0103	0.0103
Fifth Floor	507	940	4	0.0112	0.0112
Fifth Floor	508	638	3	0.0091	0.0091
Fifth Floor	509	632	3	0.0091	0.0091
Fifth Floor	510	630	3	0.0091	0.0091
Fifth Floor	511	643	3	0.0091	0.0091
Fifth Floor	512	948	4	0.0112	0.0112
Fifth Floor	513	630	3	0.0091	0.0091
Fifth Floor	514	628	3	0.0091	0.0091
Fifth Floor	515	1194	5	0.0122	0.0122
Fifth Floor	517	1202	5	0.0122	0.0122
Fifth Floor	518	623	3	0.0091	0.0091
Fifth Floor	519	630	3	0.0091	0.0091
Fifth Floor	520	948	4	0.0112	0.0112

Phase 1 - The Pavilion at Cambridge Condominium

<u>Location</u>	<u>Unit Number</u>	<u>Approximate Area (Square Feet)</u>	<u>Number of Rooms</u>	<u>Fair Value Ratio Index</u>	<u>Percentage Ownership Phase 1</u>
<u>Main Building</u>					
Sixth Floor	614	1380	4	0.0122	0.0122
Sixth Floor	616	1188	4	0.0122	0.0122
Sixth Floor	618	1195	4	<u>0.0122</u>	<u>0.0122</u>
				1.0000	1.0000

The Fair Value Ratio Index of each unit has been determined based upon the relation that the fair value of such unit bears to the aggregate value of all units. The table above sets forth Fair Value Ratio Indices for all units in Phase 1. As Phase 2 is added to the Condominium, the proportionate interests of all units of the Condominium may then be calculated by dividing the Fair Value Ratio Index of each such unit by the sum of the Fair Value Ratio Indices of all units which will then have been added to the Condominium by the Developer.



## SCHEDULE C - MASTER DEED

TABLE OF FAIR VALUE RATIO INDICES  
FOR UNITS WHICH MAY BE ADDED TO THE CONDOMINIUM

<u>Unit Type</u>	<u>Number of Rooms</u>	<u>Location</u>	<u>Fair Value Ratio Indices</u>
One Bedroom	3	Cambridge Street Building	0.0080
Two Bedroom	4	Cambridge Street Building	0.0103
Two Bedroom	4	Cambridge Street Building	0.0112
Two Bedroom	4	Cambridge Street Building	0.0091
Two Commercial Units		Cambridge Street Building	0.0103

## SCHEDULE D

## BY-LAWS

## OF

## THE PAVILION AT CAMBRIDGE CONDOMINIUM ASSOCIATION

TABLE OF CONTENTS

		<u>Page</u>
ARTICLE I	THE CONDOMINIUM	
Section	1. Organization of Unit Owners	1
	2. Name of Association	1
	3. Purpose of Association	1
	4. Applicability of By-Laws	1
	5. Property of Condominium	2
	6. Office	2
ARTICLE II	MANAGING BOARD	
Section	1. Number and Qualification	2
	2. Powers and Duties	2
	3. Managing Agent and Manager	4
	4. Election and Term of Office	4
	5. Removal of Members of the Managing Board	4
	6. Resignation	4
	7. Vacancies	4
	8. Acceptance of Membership on Managing Board	4
	9. Organization Meeting	5
	10. Regular Meetings	5
	11. Special Meetings	5
	12. Waiver of Notice	5
	13. Quorum of Managing Board	5
	14. Fidelity Bonds	5
	15. Compensation	6
	16. Liability of the Managing Board	6
ARTICLE III	UNIT OWNERS	
Section	1. Annual Meetings	7
	2. Place of Meetings	7
	3. Special Meetings	7
	4. Notice of Meetings	7
	5. Order of Business	7
	6. Voting and Other Action by Unit Owners	8
	7. Proxies and Fiduciaries	8
	8. Quorum	9
	9. Majority Vote	9

## ARTICLE IV OFFICERS

Section	1. Designation	9
	2. Election of Officers	9
	3. Removal of Officers	9
	4. President	9
	5. Secretary	10
	6. Treasurer	10
	7. Agreements, Contracts, Deeds, Checks, Etc.	10
	8. Compensation of Officers	10

## ARTICLE V OPERATION OF THE CONDOMINIUM

Section	1. Determination of Common Expenses and Fixing of Common Charges	10
	2. Casualty Insurance	11
	3. Other Insurance	13
	4. Repair or Reconstruction After Fire or Other Casualty	14
	5. Payment of Common Charges	15
	6. Collection of Assessments	15
	7. Default in Payment of Common Charges	16
	8. Statement of Common Charges	16
	8A. Utilities	16
	9. Abatement and Enjoining of Violations by Unit Owners	16
	10. Maintenance and Repair	16
	11. Restrictions on Use of Units and Common Areas	17
	12. Additions, Alterations or Improvements by Managing Board	18
	13. Additions, Alterations or Improvements by Unit Owners	18
	14. Use of Common Areas and Facilities	19
	15. Right of Access	19

## ARTICLE VI MORTGAGES

Section	1. Notice to Board	19
	2. Listed Mortgagee	19
	3. Notices to Eligible Entities	20
	4. Notice of Default to Listed Mortgagees	20
	5. Assignment by Unit Owner of Rights and Options	20
	6. Rights of Listed Mortgagees	20
	7. Liability for Unpaid Dues or Charges Upon Foreclosure	21
	8. Liens Relating to Individual Condominium Units	21

ARTICLE VII	PURCHASE OF UNITS	
Section	1. Purchase of Unit by Managing Board	21
	2. Financing of Purchase of Units by Managing Board	21
	3. Waiver of Right of Partition	22
ARTICLE VIII	CONDEMNATION	22
ARTICLE IX	RECORDS	
Section	1. Records	22
	2. Audits	23
ARTICLE X	MISCELLANEOUS	
Section	1. Notice	23
	2. Invalidity	23
	3. Captions	23
	4. Gender	23
	5. Waiver	24
	6. Chapter 183A	24
ARTICLE XI	AMENDMENTS TO BY-LAWS	
Section	1. Amendments to By-Laws	24
	2. Nature of Amendments	25
	3. Listed Mortgagee's Failure to Respond to Vote	25
	4. Special Amendment	25
ARTICLE XII	CONFLICTS	26
ARTICLE XIII	FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC) AND FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA) REQUIREMENTS	26

BY-LAWS  
OF  
THE PAVILION AT CAMBRIDGE CONDOMINIUM ASSOCIATION

ARTICLE I

The Condominium

Section 1. Organization of Unit Owners. These By-Laws have been enacted by and for the organization of unit owners (hereinafter referred to as the "Association") of The Pavilion at Cambridge Condominium, Cambridge, Massachusetts, (hereinafter referred to as the "Condominium"), the Condominium having been created by Master Deed of Kevin M. Smith, Trustee of Cambridge Lambert Street Realty Trust under Declaration of Trust dated July 22, 1985, recorded with Middlesex South District Registry of Deeds in Book 16308, Page 391 (hereinafter collectively referred to as the "Developer"), submitting land in Cambridge, Middlesex County, Massachusetts, as described in said Master Deed, (hereinafter referred to as the "Property"), to the provisions of Chapter 183A of the General Laws of The Commonwealth of Massachusetts. These By-Laws are to be recorded with the Middlesex South District Registry of Deeds with the Master Deed.

Section 2. Name of Association. The Association shall be named and known as "The Pavilion at Cambridge Condominium Association".

Section 3. Purpose of Association. The Association is an association composed of the unit owners of the Condominium, and used by them to manage and regulate the Condominium. In no event shall the Association carry on a business for profit. Each unit owner, as defined in said Chapter 183A (hereinafter referred to as "unit owner" or collectively as "unit owners") shall have the same percentage interest in the Association as his respective interest in the Common Areas and Facilities as provided in the Master Deed.

Section 4. Applicability of By-Laws. The provisions of these By-Laws, as they may be amended, shall govern the Association and shall apply to the Condominium and the use and occupancy thereof. All present and future owners, mortgagees, lessees and occupants of units, and their respective agents and employees, and any other person who may use the facilities of the Condominium in any manner shall be subject to the Master Deed, these By-Laws and the Rules and Regulations adopted pursuant thereto, as any of the same may be amended from time to time.

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 these By-Laws, the Rules and Regulations and the provisions of the Master Deed, as they may be amended from time to time, are accepted, ratified, and will be complied with.

-2-

Section 5. Property of Condominium. The term "Property" as used in these By-Laws shall include the land, the buildings and all other improvements and structures thereon (including the units and the Common Areas and Facilities), and all easements, rights and appurtenances belonging thereto, 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.

Section 6. Office. The offices of the Condominium, the Association and of the Managing Board shall be located at such location in Massachusetts, as may be selected from time to time by the Managing Board.

## ARTICLE II

### Managing Board

Section 1. Number and Qualification. The business and affairs of the Association shall be managed by the Managing Board consisting of not less than three persons and not more than five persons. Until their successors shall have been elected by the unit owners, the Managing Board shall consist of Kevin M. Smith, Jane Gumble and Wayne F. Smith and/or such substitute persons as may be designated from time to time by the Developer. Notwithstanding the foregoing, upon the first to occur of (a) 120 days after seventy-five percent (75%) of the units of the Condominium (as the number of such units may be from time to time increased pursuant to the Master Deed) shall have been conveyed to unit owners by the Developer, its successors or assigns or (b) three years from the date of recording in Middlesex South District Registry of Deeds of the first deed of a unit of the Condominium, the Developer shall cause the aforementioned members of the Managing Board to resign. The successors of each of the resigning members shall be elected by the unit owners at a special meeting of the Association.

Section 2. Powers and Duties. The Managing Board shall represent and act for the Association in all matters. The Managing Board shall have the powers 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 Managing Board. Such powers and duties of the Managing Board shall include, but shall not be limited to, the following, all of which shall be exercised subject to the provisions of these By-Laws:

- (a) Operation, care, upkeep and maintenance of the Common Areas and Facilities.
- (b) Determination of the common expenses and Limited Common Area Charges required for the affairs of the Condominium and Association and maintenance of the Property.

-3-

- (c) Collection of the common charges and Limited Common Area Charges from the unit owners, including the Developer.
- (d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Areas and Facilities.
- (e) Adoption and amendment of rules and regulations covering the details of the operations and use of the Property.
- (f) Opening of Bank accounts on behalf of the Association and designating the signatories required therefor.
- (g) Purchasing of units at foreclosure or other judicial sales in the name of the Association or its nominee, corporate or otherwise, on behalf of all unit owners.
- (h) Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Managing Board), or otherwise dealing with units or parking spaces acquired by, and subleasing units or parking spaces leased by, the Association, or its nominee, corporate or otherwise, on behalf of all the unit owners.
- (i) Organizing corporations or trusts to act as nominees of the Association in acquiring title to or leasing of apartment units on behalf of all unit owners.
- (j) Obtaining of insurance pursuant to the provisions of Article V hereof.
- (k) Making of repairs to and restoration of the Property in accordance with the other provisions of these By-Laws after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.
- (l) Making of repairs, additions and improvements to or alterations of the Common Areas and Facilities.
- (m) Purchasing or leasing or otherwise acquiring in the name of the Association or its nominee, corporate or otherwise, on behalf of all unit owners, units offered for sale or surrendered by their owners to the Managing Board.
- (n) Purchasing, leasing, or otherwise acquiring a unit for use by a resident superintendent or similar employee.
- (o) Granting of permits, licenses and easements over the Common Areas and Facilities for roads, utilities and other purposes reasonably necessary for the proper maintenance or operation of the Property.

Section 3. Managing Agent and Manager. The Managing Board may employ for the Association and Condominium a managing agent and/or a manager with competitive compensation and on such other competitive terms and conditions as the Managing Board deems in the best interest of the Condominium, to perform to the extent permitted by law, such duties and services as the Managing Board shall authorize, including but not limited to the duties listed in subdivisions (a), (c), (d), (k) and (l) of Section 2 of this Article II, but excluding in any event all of the powers granted (i), (j), (m), (n) and (o) of said Section 2 of this Article II, which are reserved to the Managing Board. One or more members of the Managing Board may act as managing agent and/or manager or may be an officer, employee or have an interest in any corporation, partnership, trust or other entity employed by the Managing Board as managing agent and/or manager for the Condominium. Any agreement for management of the Association and Condominium must be terminable at will on ninety (90) days written notice, without penalty or payment of a termination fee, by either party. The maximum term for such an agreement may be three (3) years.

Section 4. Election and Term of Office. Subject to the provisions of Section 1 of this Article II, at the annual meeting of the unit owners as provided in Article III, the unit owners shall elect by plurality vote members of the Managing Board who shall hold office for two (2) years or until their respective successors shall have been elected by the unit owners.

Section 5. Removal of Members of the Managing Board. At any regular or special meeting of unit owners, any one or more of the members of the Managing Board (except those members named in Section 1 of this Article II or their substitutes) may be removed for cause by majority vote of the unit owners and a successor may then and there or thereafter be elected by majority vote of the unit owners to fill the vacancy thus created. Any members of the Managing Board whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

Section 6. Resignation. Any member of the Managing Board may resign at any time by an instrument in writing signed by him, and delivered to the remaining members of the Managing Board, or if there be none, to the unit owners.

Section 7. Vacancies. Subject to the provision of Section 1 of this Article II, vacancies in the Managing Board caused by any reason other than the removal of a member thereof by a vote of the unit owners (including resignation by a member), shall be filled at a special meeting of the unit owners called for such purpose.

Section 8. Acceptance of Membership on Managing Board. Each new member of the Managing Board shall execute an instrument in recordable form indicating his acceptance of election as a member of the Managing Board and all trusts imposed hereby and thereby agreeing to be bound by the provisions of these By-Laws.



-5-

Section 9. Organization Meeting. The first meeting of the members of the Managing Board shall be held immediately following the annual meeting of the unit owners, at such time and place as shall be fixed by the unit owners at the meeting at which such Managing Board shall have been elected, and no notice shall be necessary to the newly elected members of the Managing Board in order legally to constitute such meeting, providing a majority of the whole Managing Board shall be present thereat.

Section 10. Regular Meetings. Regular meetings of the Managing Board may be held at such time and place as shall be determined from time to time by a majority of the members thereof. Notice of regular meetings of the Managing Board shall be given to each member thereof by telephone, mail or telegraph, at least five (5) business days prior to the day named for such meeting.

Section 11. Special Meetings. Special meetings of the Managing Board may be called by the President upon two (2) business days' notice to each member thereof, given by telephone, mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Managing Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members thereof.

Section 12. Waiver of Notice. Any member of the Managing Board may, at any time, waive notice, in writing, of any meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Managing Board at any meeting thereof shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Managing Board are present at any meeting thereof, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum of Managing Board. At all meetings of the Managing Board a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Managing Board present at a meeting at which a quorum is present shall constitute the decision of the Managing Board.

Section 14. Fidelity Bonds.

(a) The Managing Board shall maintain in force fidelity bonds or insurance in an amount based on the best business judgment of the Board, but not less than the estimated maximum amount of funds, including reserve funds, in the custody of the Association or management agent, as the case may be, at any given time during the term of each bond, but not less than three (3) months' aggregate assessments on all units plus reserves, for all officers and employees of the Condominium handling or responsible for Condominium funds. The premium on such bonds shall constitute a common expense.

(b) All fidelity bonds shall (i) name The Pavilion at Cambridge Condominium Association, as an obligee, (ii) contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without

-6-

compensation from the definition of "employees" or similar terms or expressions, (iii) provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association, to the Managing Board as Insurance Trustee and to each Listed Mortgagee, and (iv) comply with the requirements for such bonds or insurance of the Federal Home Loan Mortgage Corporation (FHLMC) and Federal National Mortgage Association (FNMA), so long as it is the mortgagee of any unit in the Condominium.

Section 15. Compensation. No member of the Managing Board shall receive any compensation from the Association for acting as such.

Section 16. Liability of the Managing Board. The members of the Managing Board shall not be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual wilful misconduct or bad faith. The unit owners shall indemnify and hold harmless each of the members of the Managing Board against all contractual liability to others arising out of contracts made by the Managing Board on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or of these By-Laws. It is intended that the members of the Managing Board shall have no personal liability with respect to any contract made by them on behalf of the Association and Condominium other than their respective liability as unit owners, if any. It is also intended that the liability of any unit owner arising out of any contract made by the Managing Board or out of the aforesaid indemnity in favor of the members of the Managing Board shall be limited to such proportion of the total liability thereunder as his interest in the Common Areas and Facilities bears to all such interests. Every agreement made by the Managing Board or by the managing agent or by the manager on behalf of the Condominium shall provide that the members of the Managing Board or the managing agent, or the manager, as the case may be, are acting only as agents 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 areas and facilities bears to all such interests.

Any instrument signed by a majority of the members of the Managing Board as they then appear of record and duly attested as the act of the Association may be relied on as conclusively establishing that such instrument was the free act of the Association, and shall be binding upon the Association. No purchaser, mortgagee, lender or other person dealing with the Managing Board, as they appear of record, shall be bound to ascertain or inquire further as to the persons who are then members of the Managing Board nor be affected by any notice, implied or actual, relative thereto, other than a recorded certificate thereof, and such recorded certificate shall be conclusive evidence of the members of the Managing Board and of any changes therein.

ARTICLE IIIUnit Owners

Section 1. Annual Meetings. The first annual meeting of the unit owners shall be held on the first day of June, 1989, and, thereafter, the annual meetings of the unit owners shall be held on the second Tuesday in June of each succeeding year, on a call issued by the President. Subject to the provisions of Section 1 of Article II, at such meeting the members of the Managing Board shall be elected by ballot of the unit owners in accordance with the requirements of Section 4 of Article II of these By-Laws. The unit owners may transact such other business at such meetings as may properly come before them.

Section 2. Place of Meetings. Meetings of the unit owners shall be held at the Condominium or at such other suitable place in Massachusetts convenient to the unit owners as may be designated by the Managing Board.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the unit owners if required by these By-Laws or, in any event, if so directed by resolution of the Managing Board or upon a petition signed and presented to the Secretary by not less than twenty (20) percent of the unit owners. The notice of any special meeting shall state the time, place and purpose of such meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail or deliver a notice of each annual or special meeting of the unit owners at least ten (10) but not more than thirty (30) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each person appearing in the records of the Association as an owner of a unit in the Condominium, at the Condominium or at such other address as such unit owner shall have designated by notice in writing to the secretary and to each Listed Mortgagee. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice. 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, is filed with the records of the meeting.

Section 5. Order of Business. The order of business at all meetings of the unit owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of Meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Financial Report.
- (e) Reports of officers.

-8-

- (f) Report of Managing Board.
- (g) Reports of committees.
- (h) Election of inspectors of election  
(when so required).
- (i) Election of members of the Managing Board  
(when so required).
- (j) Unfinished business.
- (k) New business.

Section 6. Voting and Other Action by Unit Owners. All unit owners and persons duly acting as proxies for unit owners may be present at any meeting of the unit owners. The owner or owners of each unit shall be entitled at all meetings of unit owners to cast the vote attributed to such unit as provided in this Article III. If a unit is owned by two or more persons, any one of such persons may act for all of such owners unless one of such owners objects, in which case the vote attributed to such unit shall not be counted for any purpose, provided however that the owners of a unit may divide between themselves the percentage rate attributed to such unit, as set forth in a written statement containing the signature of all such owners and their acknowledgment before a notary public, and any such statement shall be recognized at any meeting of unit owners until revoked in like manner.

For all purposes of these By-Laws, including every action on which there is a vote of the unit owners and every other occasion on which there is any other kind of action taken or approved by a designated percentage of the unit owners, the votes, approvals or consents of the unit owners shall be weighted by attributing to each unit the same percentage as the respective unit owner's percentage interest in the common areas and facilities. As used in these By-Laws any stated percentage of the unit owners shall mean the then owners of that percentage in the aggregate of the undivided ownership of the Common Areas and Facilities of the Condominium.

The unit owners shall transact the business of the Association at a duly called meeting, except that any action to be taken by the 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 meetings of unit owners. Such consent shall be treated for all purposes as a vote at a meeting.

Section 7. Proxies and Fiduciaries. Any person designated by a unit owner or owners to act as proxy on his or their behalf, shall be entitled to act for the unit owner or owners on all matters concerning the Association and the Condominium within the authority granted by the proxy and until the proxy expires or is revoked, including casting the vote attributed to the unit at

-9-

any meeting of the unit owners. The designation of any proxy by a unit owner shall be made in writing to the Secretary and shall be revokable at any time by written notice to the Secretary by the owner or owners so designating. A fiduciary shall be entitled to vote and take all actions pursuant to these By-laws with respect to any unit owned in a fiduciary capacity. All designations and other notices under this paragraph shall contain the acknowledgment of the signatory before a notary public.

If a Listed Mortgagee gives written notice to the Managing Board that there is a default in the mortgage on a unit held by it, then such Listed Mortgagee shall be recognized as the proxy of the unit owner of such unit for all matters concerning the Condominium and Association until the Listed Mortgagee revokes the same by written notice to the Managing Board, or such mortgage is discharged of record, provided, however, that if the Listed Mortgagee is not represented at a meeting of unit owners, then the unit owner may, notwithstanding the foregoing, cast the vote attributable to his unit.

Section 8. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of more than fifty percent (50%) of the unit owners shall constitute a quorum at all meetings of the unit owners.

Section 9. Majority Vote. The vote of more than fifty percent (50%) of the unit owners present in person or by proxy at a meeting of the unit owners shall be a "majority vote of the unit owners" as used in these By-Laws and shall be binding upon all unit owners for all purposes except where in the Master Deed or these By-Laws or by law a higher percentage vote is required.

#### ARTICLE IV

##### Officers

Section 1. Designation. The officers of the Association shall be the President, Treasurer and Secretary, all of whom shall be elected by the Managing Board and shall be members of the Managing Board.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Managing Board at the organization meeting of each new Managing Board and shall hold office at the pleasure of the Managing Board.

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

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the unit

-10-

owners and of the Managing Board. The President shall have the power to appoint committees from among the unit owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium. If the President is unable to act at any time, the Managing Board shall appoint some other member of the Managing Board to act in the place of the President, on an interim basis.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the unit owners and of the Managing Board; he shall have charge of such books and papers as the Managing Board may direct; and he shall, in general, perform all the duties incident to the office of clerk or secretary of a business corporation organized under Massachusetts law.

Section 6. Treasurer. The Treasurer shall have the responsibility for Association 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 Association in such depositories as may from time to time be designated by the Managing Board.

Section 7. Agreements, Contracts, Deeds, Checks, etc. Except as otherwise authorized by the Managing Board, all agreements, contracts, leases, checks and other instruments of the Association shall be executed by, and payment vouchers shall be approved by, any two officers of the Association.

Section 8. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such.

## ARTICLE V

### Operation of the Condominium

Section 1. Determination of Common Expenses and Fixing of Common Charges. The fiscal year of the Condominium shall be the calendar year. The Managing Board shall from time to time, and at least annually, prepare a budget for the Condominium, determine the estimated amount of the monthly common charges payable by the unit owners (including the Developer) to meet the common expenses of the Condominium, and assess such common charges among the unit owners (including the Developer) according to their respective percentage interests in the Common Areas and Facilities. The common expenses shall include, among other things, fuel, electricity and water for the operation of the Common Areas and Facilities, and the cost of all insurance premiums on all policies of insurance to be or which have been obtained by the Managing Board pursuant to the provisions of Sections 2 and 3 of this Article V. The common expenses shall also include such amounts as the Managing Board shall deem proper for the operation and maintenance of the Condominium, including, without limitation, an amount for a reserve fund for periodic

-11-

maintenance, repair and replacement of improvements to the Common Areas and Facilities the Condominium Association is obligated to maintain, and to make up any deficit in the common expenses for any prior year. The common charges shall first be determined upon the recording of these By-Laws and the reserve fund shall be maintained out of regular assessments for common expenses. In addition to the foregoing, the Managing Board shall from time to time, and at least annually, prepare, in accordance with paragraph 6 of the Master Deed, a budget for the Limited Common Areas, determine the estimated amount of the monthly charges payable by the Unit (as defined in the Master Deed) owners, and assess such charges (the "Limited Common Charges") among the Unit owners in accordance with said paragraph 6. The Limited Common Charges shall include, among other things, fuel, electricity and water for the operation of the Limited Common Areas and Facilities, excluding the cost of insurance premiums. The Limited Common Charges shall also include such amounts as the Managing Board shall deem proper for the operation and maintenance of the Limited Common Areas and Facilities, including, without limitation, an amount for a reserve fund for periodic maintenance, repair and replacement of improvements to the Limited Common Areas and Facilities and to make up any deficit in the Limited Common Charges for any prior year. The Limited Common Charges shall first be determined upon the recording of these By-Laws and the reserve fund shall be maintained out of regular assessments for Limited Common Charges. Amounts received on account of Limited Common Charges shall be included within the income of the Condominium for purposes of calculating the common charges payable by the unit owners (including the Developer). The Managing Board shall advise all unit owners promptly in writing of the amount of common charges and Limited Common Charges payable by each of them, respectively, as determined by the Managing Board, as aforesaid, and shall furnish copies of each budget on which such common charges are based, to all unit owners and, if requested, to their respective mortgagees. In addition, a working capital fund shall be established equal to two (2) months' estimated charges for each unit in the Condominium, said fund to be maintained in a segregated account for the use and benefit of the Association. At the time each unit owner acquires his unit he shall pay two months' common area charge and Limited Common Charges, if applicable, to the Condominium Association to maintain the working capital account. Amounts paid into the working capital fund are not advance payments of the regular common charges.

Section 2. Casualty Insurance. The Managing Board shall obtain and maintain to the extent obtainable and permitted by applicable law, fire with extended coverage insurance and insurance against all perils which are customarily covered by the standard "all risk" endorsement and such other perils as are customarily covered with respect to projects similar in construction, location and use, insuring the Property, 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 individual unit owners, in an amount at least equal to the full replacement value thereof (as determined by the Managing Board at least annually) without deduction for depreciation, such insurance to name the Association as

-12-

Insurance Trustee for the use and benefit of all unit owners and their unit mortgagees, as their interest may appear, with loss payable to and adjusted by the Association as insurance trustees in accordance with the provisions of these By-Laws.

To the extent available, policies for such casualty insurance shall be written or reinsured by an authorized carrier which has a current rating provided by Best's Insurance Reports of B/VI or better (or a current rating of Class V provided it has a general policyholders rating of at least A) and shall provide: (i) that the company waive any right of subrogation against the Managing Board, its 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 Managing Board) when such act or neglect is not within the control of the Managing Board (or unit owners collectively), or by failure of the Managing Board (or unit owners collectively), to comply with any warranty or condition with regard to any portion of the premises over which the Managing Board (or unit owners collectively) have no control; (iii) that such policies may not be cancelled or substantially modified without at least twenty (20) days' prior written notice to all unit owners and Listed Mortgagees of the units to whom certificates of insurance have been issued; (iv) that recovery thereunder shall not be affected on account of the availability of proceeds under any policies obtained by individual unit owners covering their own units; (v) if available that the company 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; and (vi) that the company recognize any Insurance Trust Agreement the Association may establish.

Certificates of insurance, with proper mortgage endorsements, when requested, shall be issued to the owners and Listed Mortgagees of each unit.

The Managing Board shall obtain at least once every two (2) years an independent appraisal of the full replacement value of the property to be insured in accordance with the foregoing provisions of this Section, without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section, and the amount of such insurance shall in no event be less than the full replacement value as so determined.

Subject to the provisions of Section 4 of this Article, insurance proceeds received by the Managing Board shall be held in trust in an identified and segregated fund for the benefit of the unit owners and their unit mortgagees. If the cost of restoring the Common Areas and Facilities is estimated by the Managing Board to exceed the sum of Ten Thousand (\$10,000.00) Dollars then the Managing Board shall give written notice of such loss to all Listed Mortgagees, and, in addition, if the cost of restoration of any unit is estimated by the Managing Board to exceed Two Thousand Five Hundred (\$2,500.00) Dollars, then the Managing Board shall give written notice of such loss to the Listed Mortgagee holding the mortgage on that unit.



-13-

Each unit owner shall have the duty promptly to report to the Managing Board any improvements made by the unit owner to his unit so that the Managing Board may obtain necessary additional insurance coverage as required by these 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 Property 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 Managing Board of improvements made by him to his unit, as provided in the preceding sentence, the excess cost resulting from such failure shall be borne 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 Managing Board.

Section 3. Other Insurance. The Managing Board shall obtain and maintain, to the extent obtainable: (i) public liability insurance in such limits as the Managing Board may, from time to time, determine, but always to exceed a minimum of One Million (\$1,000,000) Dollars per occurrence, covering the Association, each member of the Managing Board, the managing agent, the manager and each unit owner with respect to liability for personal injury, deaths and/or property damage arising out of ownership, maintenance or repair of those portions of the Property not reserved for exclusive use by the owner or owners of a single unit and for legal liability arising out of lawsuits related to employment contracts with the Association, such insurance to provide for cross claims by the co-insureds and to include a "severability of interest" endorsement precluding the insurer from denying the claim of any insured party because of negligent acts of any co-insured, said policies not to be cancelled or substantially modified without at least 20 days written notice to the Association, each unit owner and each Listed Mortgagee; (ii) workers' compensation insurance; (iii) fidelity insurance against dishonest acts on the part of directors, managers, trustees, employees, or volunteers responsible for handling funds belonging to or administered by the Association, in accordance with the provisions of Section 14 of Article II hereof; (iv) a "blanket" policy of flood insurance on the condominium project, in an amount equal to 100% of the current "replacement cost" of all buildings and other insurance property within any portion of the Condominium located within a designated flood hazard area or the maximum limit of insurance available under the National Flood Insurance Act of 1968, as amended, whichever is less, if the area in which the Condominium is located has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards; and (v) such other insurance as the Managing Board may determine. Each insurance policy provided for in these By-Laws shall be written by an insurance carrier which is specifically licensed or authorized by law to transact business within the Commonwealth of Massachusetts and which satisfies the minimum financial rating and all other requirements of the Federal Home Loan Mortgage Corporation (FHLMC) and Federal National Mortgage Association (FNMA), so long as it is the mortgagee of any unit in the Condominium.

Section 4. Repair or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of the Common Areas and Facilities of the Condominium as a result of fire or other casualty (unless the casualty exceeds ten percent (10%) of the value of the Property prior to the casualty and seventy-five percent (75%) or more of the unit owners agree not to proceed with the repair or restoration as provided by the last paragraph of this Section) or in the event of damage to or destruction of any unit as a result of fire or other casualty, whether or not the Common Areas and Facilities have been damaged or destroyed (unless the last paragraph of this Section is applicable), the Insurance Trustees shall promptly adjust the loss, arrange for the prompt repair or restoration of the same, and disburse the proceeds of all insurance policies in payment of all costs and expenses actually incurred in connection with such repair or restoration in appropriate progress payments and with appropriate retainage. All insurance proceeds paid to the Managing Board as trustees on account of any casualty shall be dedicated solely to the repair or restoration of the loss, and any application of said proceeds by the Managing Board on account thereof, shall be prior to the application of such proceeds for any other purposes.

In the event that the total cost of repair or restoration as estimated on the basis of an independent appraisal, or as determined during the course of repair or restoration exceeds the total sum of available insurance proceeds, then the Insurance Trustees shall allocate the available proceeds between Common Areas and Facilities and units (or unit) in proportion to the estimated cost of repairing or restoring each, and shall assess, levy or charge all unit owners, as a common expense, for the amount estimated to repair or restore the Common Areas and Facilities in excess of the insurance proceeds available therefor and shall assess, levy or charge the owners of a unit or units in which a loss has occurred for the amount estimated to repair or restore said unit or units in excess of the insurance proceeds available therefor.

Whenever the estimated cost of repair or restoration exceeds as to any one casualty or occurrence, on the basis of an independent appraisal, the sum of Seventy Five Thousand (\$75,000.00) Dollars with respect to the Common Areas and Facilities and Ten Thousand (\$10,000.00) Dollars with respect to any one unit, then the Managing Board shall retain a registered architect or registered engineer, who shall not be directly or indirectly, a unit owner or an employee or agent of any unit owner or a member of an employee or agent of any member of the Managing Board or the Manager, or any employee or agent of the Manager, to supervise the work of repair or restoration and no sums shall be paid to supervise the work of repair or restoration and no sums shall be paid by the Managing Board on account of such repair or restoration except upon certification to it by such architect or engineer that the work for which payment is being made has been completed in a good and workmanlike manner in accordance with approved plans and specifications and that the estimated total cost of completion of said repair or restoration, less amounts theretofore advanced, does not exceed the undisbursed proceeds of insurance as augmented by funds obtained by an assessment or assessments levied or chargeable to the unit owners as a common expense or to the owners of units damaged or destroyed.

-15-

The Managing Board may perform emergency work essential to the preservation and safety of the Property or the safety of person, or required to avoid the suspension of any essential service to the Property without having first adjusted the loss or obtained proceeds of insurance.

If there shall have been a repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be added to the Condominium's reserve fund or, at the option of the Managing Board, divided among all the unit owners in proportion to their respective interests in the Common Areas and Facilities; provided however, that if such excess proceeds are divided among the unit owners, distribution thereof shall be made first to the holders of first mortgages on units, if any, to the extent of the amounts respectively secured thereby.

If a loss to the Common Areas and Facilities due to a casualty exceeds ten percent (10%) of the value of the Property and if within one hundred twenty (120) days of the date of such loss, seventy-five percent (75%) or more of the unit owners agree not to proceed with repair or restoration, and the Property shall be subject to partition and net proceeds of a partition sale together with common funds of the Association and Condominium shall be divided all as provided by law, distribution thereof to be made first to the holders of first mortgages on units, if any, to the extent of the amounts respectively secured thereby.

Section 5. Payment of Common Charges. All unit owners (including the Developer) shall be obligated to pay the common charges and Limited Common Charges, if applicable, assessed by the Managing Board pursuant to the provisions of these By-Laws at such time or times as the Managing Board shall determine.

No unit owner shall be liable for the payment of any part of the common charges or Limited Common Charges assessed against his unit subsequent to a sale, transfer or other conveyance by him of such unit. In addition, any unit owner may, subject to the terms and conditions specified in these By-Laws, and subject to acceptance by the Managing Board, provided that his unit is free and clear of liens and encumbrances other than a first mortgage and the statutory lien for unpaid common charges, convey his unit; together with its interest in the common areas and facilities, to the Association, or its nominee, corporate or otherwise, and shall be exempt from such charges thereafter assessed. Any delinquent charges extinguished by foreclosure of municipal lien or first mortgage may thereafter be reallocated to all unit owners as a common expense, and no sale or transfer of a unit pursuant thereto, shall relieve the purchaser or transferee of liability for, or relieve the unit of the statutory lien securing payment of, common charges thereafter assessed.

Section 6. Collection of Assessments. The Managing Board shall assess common charges and Limited Common Charges against the unit owners from

-16-

time to time and at least annually and shall take prompt action to collect any common charges due from any unit owner which remain unpaid for more than thirty (30) days from the date due for payment thereof.

Section 7. Default in Payment of Common Charges. In the event of default by any unit owner in paying to the Association the common charges and Limited Common Charges as determined by the Managing Board, such unit owner shall be obligated to pay interest at the legal rate on such common charges from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Managing Board in any proceeding brought to collect such unpaid charges. All such unpaid charges shall constitute a lien to the extent provided by law. The Managing Board shall have the right and duty to attempt to recover such charges, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such unit owner, or by foreclosure of the lien on such unit as provided by law. Any fees, late charges, fines or interest that may be levied by the Association in connection with unpaid assessments shall be subordinate to the first mortgage of any unit to the extent permitted by applicable law.

Section 8. Statement of Common Charges. The Managing Board shall promptly provide any unit owner so requesting the same in writing, with a written statement of all unpaid common charges and Limited Common Charges due from such unit owner in form suitable for recording and the same when executed by two members of the Managing Board and recorded in the Norfolk County Registry of Deeds shall operate to discharge the unit from any lien for any other sums then unpaid.

Section 8A. Utilities. Charges for fuel, electricity, water, sewer and fire pipe for common elements shall be a common expense. Each unit owner shall be directly and solely responsible to the utility companies furnishing electricity and fuel for payment of all charges arising from the utilities separately metered and used in said unit, as determined and billed by such companies.

Section 9. Abatement and Enjoining of Violations by Unit Owners. The violation of any rule or regulation adopted by the Managing Board or the breach of any of these By-Laws contained herein, or the breach of any provisions of the Master Deed shall give the Managing Board the right, in addition to any other rights set forth in these By-Laws to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 10. Maintenance and Repair. All maintenance of and repair to any unit, ordinary or extraordinary (other than maintenance of and repairs to any Common Areas and Facilities contained therein), shall be made by the owner of such unit. Each unit owner shall be responsible for all damages to any and all other units and/or to the Common Areas and Facilities, that his failure so to do may engender. All maintenance, repairs and replacements to the Common Areas and Facilities, whether located inside or outside of the units, shall be

-17-

made by the Managing Board and be charged to all the unit owners as a common expense (provided however that where necessitated by the negligence or misuse of a unit owner, such expense shall be charged to such unit owner). Notwithstanding the foregoing, subject to the direction of the Managing Board, each unit owner shall be responsible for ordinary maintenance of any deck, patio, or terrace which such unit owner is entitled to use on an exclusive basis. Further, the owner of each unit shall be solely responsible for the maintenance, repair, and replacement of all storm windows and screens, if any, on all windows of such unit.

Without limiting the generality of the foregoing, each unit owner shall be solely responsible for the maintenance, repair and replacement of the heating and air conditioning system located within and exclusively serving his unit. Each unit owner shall have a right of access to said system and pipes for purposes of such maintenance, repair and replacement, subject to the provisions of Section 15 of this Article.

Section 11. Restrictions on Use of Units and Common Areas. In order to provide for congenial occupancy of the Property and for the protection of the value of the units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

- (a) The intended use of the Units in the Condominium is for residential purposes. The C-Units may be used for such retail, office and commercial purposes as may be permitted by applicable zoning law and regulation.
- (b) No unit owner shall cause or permit to exist in his unit, nor shall he cause or permit any occupant of his unit or invitee to cause anywhere in or about the Property, any nuisance, any offensive noise, odor or fumes or any hazard to health.
- (c) No unit shall be used for any purpose prohibited by any law, rule, regulation or ordinance of any federal, state or local governmental authority or The Pavilion at Cambridge Condominium Association and regulations which may be adopted pursuant hereto.
- (d) The use of any deck, patio, or terrace which a unit owner is entitled to use on an exclusive basis shall be subject to such reasonable rules and regulations as may be established by the Managing Board.

The use restrictions set forth in this Section shall be for the benefit of all of the unit owners and The Pavilion at Cambridge Condominium Association and shall be administered on behalf of said owners by the Managing Board of said Condominium Association. The restrictions shall be enforceable solely by such Managing Board insofar as permitted by law, 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 these use restrictions, except such as occur during his or her ownership of a unit.

Section 12. Additions, Alterations or Improvements by Managing Board.

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

(b) Seventy-five percent (75%) or more of the unit owners may agree to make an improvement to the common areas and facilities and assess the cost thereof to all unit owners as a common expense, but if such improvement shall cost in excess of ten percent (10%) of the then value of the Condominium, any unit owner not so agreeing may apply to the superior court of the county in which the Property is located, on such notice to the organization of unit owners as the court shall direct, for an order directing the purchase of his unit by the organization of unit owners at fair market value thereof as approved by the court. The cost of any such purchase shall be a common expense.

Section 13. Additions, Alterations or Improvements by Unit Owners.

Subject to the provisions of paragraph 11(j) of the Master Deed, no unit owner shall make any addition, alteration or improvement of a structural nature in or to his unit and no unit owner shall make any exterior alteration or addition (including painting, awnings, grills, and the like), without in each instance submitting a plan and/or drawing of such alterations or additions to the Managing Board for the Managing Board's approval of such alteration or addition, such approval not to be unreasonably withheld. If such additions, alterations, or improvements partition or subdivide the unit, the unit owner shall also obtain the prior written approval of at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned), or owners (other than the Developer) of the individual condominium units. Any necessary application to any governmental authority for a permit to make an addition, alteration or improvement in or to any unit approved by the Managing Board, will be executed by the Managing Board if required by the governmental authority. The Managing Board shall not in any event incur any liability to any contractor, sub-contractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The unit owner making such additions, alterations or improvements shall bear the full cost thereof

including any expense incurred by the Managing Board in the review of the plans and specifications therefor, including reasonable attorneys' fees. Any addition, alteration or improvement to a unit which results in a change in the physical configuration of that unit or common areas from that shown on the revised floor plans filed with the Master Deed, shall be shown on a revised floor plan of said unit prepared at the sole expense of such unit owner and recorded with the Middlesex South District Registry of Deeds with the recording reference thereto noted on said Master Deed. All work performed in any unit shall comply with the limitations of the Master Deed.

Section 14. Use of Common Areas and Facilities. A unit owner shall not place or cause to be placed in the stairways or other Common Areas or Facilities, other than the areas designated as storage areas, any furniture, packages, or objects of any kind. The entry passages, stairways, corridors, and halls, shall be used for no purpose other than for normal transit through them.

Section 15. Right of Access. A unit owner shall grant a right of access to his unit to the manager and/or the managing agent and/or any other person authorized by the Managing Board, the manager or the managing agent, for the purpose of correcting any condition originating in his unit and threatening another unit or a Common Area or Facility, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Areas or Facilities in his unit or elsewhere in the Condominium, 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.

## ARTICLE VI

### Mortgages

Section 1. Notice to Board. A Unit Owner, who mortgages his unit, shall notify the Board of the name and address of his mortgagee and shall file a conformed copy of the mortgage with the Board. The Board shall cause such information to be maintained in a book entitled "Mortgages of Units".

Section 2. Listed Mortgagee. As used in these By-Laws, "Listed Mortgagee" shall mean a mortgagee holding a first mortgage of record on a unit of which the unit owner affected or such mortgagee has given the Board written notice specifying the address to which notices are to be sent in all instances when written notice is required by these By-Laws to be sent to a Listed Mortgagee by the Board. Such a mortgagee shall remain a Listed Mortgagee until the Board receives written notice from the mortgagee of withdrawal of the listing or the mortgage is discharged of record.

-20-

Section 3. Notices to Eligible Entities. The Board, whenever so requested in writing by a holder, insurer or guarantor of a first mortgage of a unit ("eligible entities"), shall promptly report or cause to be reported to the eligible entities any of the following: (a) unpaid assessments of common charges due from, or any other default by, the owner of the mortgaged unit; (b) any condemnation loss or casualty loss which affects a material portion of the condominium or any unit on which there is a first mortgage held by such eligible entity; (c) any lapse, cancellation or material modifications of any insurance policy or fidelity bond maintained by the Association, and (d) any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified in Section 6.

Section 4. Notice of Default to Listed Mortgagees. When a unit owner is given notice of a default in paying any assessments or charges, or if said delinquency or other default remains uncured for 60 days, the Board shall send, or cause to be sent, a copy of such notice to the Listed Mortgagees of such units.

Section 5. Assignment by Unit Owner of Rights and Options. The right of any unit owner to vote to grant or withhold any consent, and to exercise any other right or option herein granted to a unit owner, may be assigned or transferred in writing to or restricted in favor of any Listed Mortgagee, and the Board shall be bound by any such assignment or transfer upon notice in writing to the Board by a Listed Mortgagee setting forth the terms of such assignment.

Section 6. Rights of Listed Mortgagees. To the extent permitted by applicable law, Listed Mortgagees shall also be afforded the following rights:

- (a) 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 specification, unless other action is approved by at least fifty-one percent (51%) of the Listed Mortgagees;
- (b) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in the condemnation of the Property shall require the approval of seventy-five percent (75%) of the unit owners and the holders of all liens upon any of the units affected by termination of the legal status of the Condominium.
- (c) No reallocation of interest in the common areas resulting from a partial condemnation or partial destruction of the Condominium may be effected without the prior approval of Listed Mortgagees on



-21-

all remaining units, whether existing in whole or in part, and which have at least fifty-one percent (51%) of the votes of such remaining Listed Mortgagees;

- (d) When professional management has been previously required by any eligible entity, whether such entity became an eligible entity at that time or later, any decision to establish self management by the Association shall require the prior consent of owners of units to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of at least fifty-one percent (51%) of the Listed Mortgagees.

Section 7. Liability for Unpaid Dues or Charges Upon Foreclosure.  
Any first mortgagee who obtains title to a condominium unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.

Section 8. Liens Relating to Individual Condominium Units. All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual condominium units and not to the condominium project as a whole.

## ARTICLE VII

### Purchase of Units

Section 1. Purchase of Unit By Managing Board. The Association or its nominee, may purchase by and through the Managing Board any unit directly from the unit owner or at a foreclosure sale; provided, however, that any such purchase by the Association shall have the prior approval of all of the unit owners.

Section 2. Financing of Purchase of Units by Managing Board.  
Acquisition of units by the Managing Board, or its nominee, on behalf of all unit owners, may be made from the working capital and common charges in the hands of the Managing Board, or if such funds are insufficient, the Managing Board may levy an assessment against each unit owner in proportion to his ownership in the common areas and facilities as a common charge, which assessment shall be enforceable in the same manner as provided in Sections 5 and 6 of Article V, or the Managing Board, in its discretion, may borrow money to finance the acquisition of such units, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the unit, together with its interest in the Common Areas and Facilities, so to be acquired by the Managing Board.

Section 3. Waiver of Right of Partition with Respect to such Units Acquired by the Managing Board. In the event that a unit shall be acquired by the Managing Board, or its nominee, on behalf of all unit owners, all such unit owners shall be deemed to have waived all rights of partition with respect to such unit.

#### ARTICLE VIII

##### Condemnation

Section 1. Condemnation. In the event of a taking in condemnation or by eminent domain of part or all of the Common Areas and Facilities, the award made for such taking shall be payable to the Managing Board. If seventy-five percent (75%) or more of the unit owners duly and promptly approve the repair and restoration of such Common Areas and Facilities, the Managing Board shall arrange for the repair and restoration of such Common Areas and Facilities, and shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments, provided, however, that no consent of a unit owner of a unit encumbered by a first mortgage to a Listed Mortgagee shall be deemed effective for the foregoing purpose without the written consent of such Listed Mortgagee. In the event that such approvals and consents are not obtained within ninety (90) days, then the Managing Board shall, to the extent permitted by law, disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 4 of Article V of these By-Laws. Where, as a result of a partial taking, any unit is decreased in size or where the number of units is decreased, then the Managing Board may make such provision for realignment of the percentage ownership interests in the Common Areas and Facilities as shall be just and equitable, subject to the prior approval of Listed Mortgagees holding mortgages on all remaining units (whether existing in whole or in part), and which have at least fifty-one percent (51%) of the votes of such remaining units subject to mortgages held by eligible entities. The Managing Board shall represent the unit owners in any condemnation proceedings or in negotiations, settlement or agreements with the condemning authority for acquisition of common areas or part thereof.

#### ARTICLE IX

##### Records

Section 1. Records. The Managing Board shall keep or cause to be kept and shall make available, upon request, during normal business hours, to unit owners, lenders, and eligible entities, current copies of detailed records of the actions of the Managing Board, minutes of the meetings of the Managing Board and of unit owners, the Master Deed, these By-Laws and other rules concerning the Condominium, and the financial records and books of

-23-

account of the Association, including a chronological listing of receipts and expenditures, as well as a separate account for each unit which, among other things, shall contain the amount of each assessment of common charges against such unit, the date when due, the amount paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Managing Board to all unit owners written thirty (30) days after the close of each fiscal year of the Association.

Section 2. Audits. Eligible entities, as defined in Article VI, Section 3, shall be entitled, upon written request, to an audited financial statement as required by the Federal National Mortgage Association to be furnished within a reasonable time following such request.

## ARTICLE X

### Miscellaneous

Section 1. Notice. All notices hereunder shall be sent by registered or certified mail return receipt requested to the Managing Board, to the office of the Managing Board or to such other address as the Managing Board may hereafter designate from time to time, by notice in writing to all unit owners and to all Listed Mortgagees. All notices to any unit owner shall be delivered in hand or shall be sent by registered or certified mail return receipt requested to the Condominium or to such other address as may have been designated by the unit owner from time to time, in writing, to the Managing Board. All notices to a Listed Mortgagee shall be sent by registered or certified mail return receipt requested to the address first given to the Managing Board or to such other address as may be designated by the Listed Mortgagee from time to time, in writing, to the Managing Board. All notices shall be deemed to have been given when so mailed, except notices of change of address which shall be deemed to have been given when received, and except to the extent that other means of giving notice are expressly provided in these By-Laws.

Section 2. 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 3. 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 4. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine or neuter gender and the use of the singular shall be deemed to include the plural, whenever the context or circumstances so require.

Section 5. Waiver. No restrictions, 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 same, irrespective of the number of violations or breaches thereof which may occur.

Section 6. Chapter 183A. All references in these By-Laws to Chapter 183A of the General Laws of the Commonwealth of Massachusetts shall be to said Chapter as amended to the date of recording of the Master Deed creating the Condominium.

#### ARTICLE XI

##### Amendments to By-Laws

Section 1. Amendments to By-Laws. These By-Laws may be modified or amended by majority vote of the unit owners, provided, however, that a vote of sixty-seven percent (67%) or more of the unit owners, and fifty-one percent (51%) of the Listed Mortgagees shall be necessary to modify or amend any material provisions which establish, provide for, govern or regulate any of the following:

- (a) Voting;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Reserves for maintenance, repair and replacement of the Common Areas and Facilities;
- (d) Insurance or Fidelity Bonds;
- (e) Rights to use of the Common Areas and Facilities;
- (f) Responsibility for maintenance and repair of the several portions of the Condominium;
- (g) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- (h) Boundaries of any unit;
- (i) The interests in the Common Areas and Facilities;
- (j) Convertibility of units into common areas or of common areas into units;
- (k) Leasing of units;

-25-

- (1) Imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer, or otherwise convey his or her unit;
- (m) Any provisions which are for the express benefit of mortgage holders, Listed Mortgagees or eligible entities.

Section 2. Nature of Amendments. An addition or amendment to the By-Laws shall not be considered material if it is for the purpose of correcting technical errors or for clarification only.

Section 3. Listed Mortgagee's Failure to Respond to Vote. A Listed Mortgagee who receives a written request from the Association to approve modifications or amendments to the By-Laws who does not deliver or post to the Association a negative response within 30 days shall be deemed to have approved such a request.

Section 4. Special Amendment. The Developer reserves the right and power to record a special amendment ("Special Amendment") to these By-Laws at any time and from time to time which amends these By-Laws:

- (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities,
- (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering unit ownerships,
- (iii) to bring these By-Laws into compliance with Chapter 183A of the General Laws of The Commonwealth of Massachusetts, or
- (iv) to correct clerical or typographical errors in these By-Laws or any exhibit hereto or any supplement or amendment thereto.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or

-26-

attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a unit, and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Developer to vote in favor of, make, execute and record Special Amendments. The right of the Developer to act pursuant to rights reserved or granted under this section shall be automatically assigned by the Developer to the Managing Board of the Condominium Association at such time as the Developer no longer holds or controls title to any Unit.

## ARTICLE XII

### Conflicts

Section 1. Conflicts. These By-Laws are intended to comply with the provisions of said Chapter 183A of the General Laws of the Commonwealth of Massachusetts and said Master Deed, as it may be amended. In case any of these By-Laws conflict with the provisions of said Chapter or of Master Deed, the provisions of said statute or of the Master Deed, as the case may be, shall control.

## ARTICLE XIII

### Federal Home Loan Mortgage Corporation (FHLMC), and Federal National Mortgage Association (FNMA) Requirements

Section 1. So long as FHLMC or FNMA is the holder of any mortgage of any unit in the Condominium the following provisions shall apply and shall govern if in conflict with any other provision of the Master Deed or By-Laws.

Section 2. There shall be no "right of first refusal" contained in the condominium constituent documents.

Section 3. Any first mortgagee who obtains title to a condominium unit, pursuant to the remedies provided in the mortgage or foreclosure of the mortgage, will not be liable for such unit's unpaid dues or charges, which accrue prior to the acquisition of title to such unit by the mortgagee.

Section 4. Except as provided by statute, in case of condemnation or substantial loss to the units and/or common elements of the Condominium unless at least sixty-seven percent (67%) of the first mortgagees (based upon one vote for each first mortgage owned), or owners (other than the sponsor, developer, or builder) of the individual condominium units have given their prior written approval, the Condominium Association is not entitled to:

- a. By act or omission, seek to abandon or terminate the condominium project;

-27-

- b. Change the pro rata interest or obligations of any individual condominium unit for the purpose of:  
(i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each condominium unit in the common elements;
- c. Partition or subdivide any condominium unit;
- d. By act or omission, seek to abandon, partition, subdivide, sell or transfer the common elements (the granting of easements for public utilities or for other public elements by the condominium project shall not be deemed a transfer within the meaning of this clause);
- e. Use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such condominium property.

Section 5. No Condominium unit owner, or any other party, shall have priority over any rights of the first mortgagee of the condominium unit 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 condominium units and/or common elements.

Section 6. Condominium dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, and shall be paid in regular installments rather than by special assessment.

Section 7. A first mortgagee, upon request, is entitled to written notification from the Condominium Association of any default in the performance by the individual unit Borrower of any obligation under the condominium documents which remains uncured for a period of sixty (60) days.

Section 8. Any agreement for professional management of the Condominium or any other contract providing for services of the developer, sponsor, or builder, may not exceed three (3) years. Any such agreements must provide for termination by either party after three (3) years without cause and without payment of a termination fee on ninety (90) days or less written notice.

Section 9. The following insurance coverages shall apply:

- a. Multi-peril insurance, with proper mortgagee endorsements on each policy certificate, covering

the entire Condominium on a replacement cost basis in amount not less than one hundred percent (100%) of the insurable value thereof;

- b. A comprehensive policy of public liability insurance covering all of the common elements, common area spaces and public ways in the condominium project, which policy must contain a "severability of interest" endorsement and provide for liability coverage of at least \$1,000,000 per occurrence for personal injury and/or property damage.



THE PAVILION AT CAMBRIDGE  
AMENDMENT TO MASTER DEED CREATING PHASE 2

Kevin M. Smith, Trustee of Cambridge Lambert Realty Trust under Declaration of Trust dated July 22, 1985, recorded with Middlesex South District Registry of Deeds in Book 16308, Page 391 (hereinafter referred to as the "Developer"), being the grantor in the Master Deed Creating Phase 1 of The Pavilion at Cambridge Condominium, which Master Deed is dated June 8, 1988 and recorded prior hereto (the "Master Deed"), and being the holder of the right (a) to construct an additional building located and shown as the Cambridge Street Building (as defined in the Master Deed) on the Site Plan (as defined in the Master Deed), and any roads, driveways, walkways, parking areas, trash storage areas, mailboxes, pipes, conduits and wires as may be appurtenant thereto (b) to occupy, manage, repair and renovate the Cambridge Street Building and appurtenances prior to the addition of such building to the Condominium and (c) to add the Cambridge Street Building and appurtenances to the Condominium in the manner provided in the Master Deed, does hereby amend said Master Deed, in accordance with Section 19 of the Master Deed, to submit said Cambridge Street Building, and all parking areas, driveways, easements, rights and appurtenances relating thereto, to the provisions of Chapter 183A of the General Laws of The Commonwealth of Massachusetts, and adds the Cambridge Street Building, improvements, structures, easements, rights and appurtenances as Phase 2 of The Pavilion at Cambridge Condominium, to be governed by and subject to the provisions of said Chapter 183A. (Phases 1 and 2 are hereinafter collectively referred to as the "Condominium"). The land on which said Cambridge Street Building is located has been previously submitted to the provisions of Chapter 183A of the General Laws of The Commonwealth of Massachusetts and added to the Condominium pursuant to the provisions of the Master Deed.

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-2-

1. Description of Building. In addition to the units of Phase 1 of the Condominium described in the Master Deed, the units of the Condominium shall include those within the Cambridge Street Building, said Cambridge Street Building being shown on the Site Plan as the same may be amended in accordance with the Master Deed. Phase 2 of the Condominium consists of sixteen (16) residential units and two (2) commercial units in one building located at Cambridge Street, Cambridge, Massachusetts, said building and units being designated as follows:

<u>Building</u>	<u>Units</u>	<u>Number of Units</u>	<u>Unit Designation</u>
Cambridge Street Building	Residential Units	16	101,102,103, 201,202,203, 204,205,301, 302,303,304, 305,401,402 and 403
	Commercial Units	2	C-1, C-2

The Cambridge Street Building is a four-story building of steel and concrete block and plank construction with brick and stucco facing, metal stud interior, single-ply membrane roof and concrete foundations.

2. Description of Units and Interest In Common Areas. The unit designation of each unit in Phases 1 and 2 of the Condominium, a statement of its location, approximate area, number of rooms, and its proportionate interest in the common areas and facilities (including changes in that interest upon amendment of the Master Deed pursuant to Section 19 of the Master Deed and a statement of the method of establishing such changes in interest) are set forth in Schedule B attached hereto and made a part hereof, which Schedule is hereby substituted for Schedule B of the Master Deed. The proportionate interests set forth in the revised Schedule B annexed hereto have been calculated in accordance with the provisions of the Master Deed and

Mass. G.L. c. 183A.

3. Boundaries of Units. The boundaries of each of the units are as set forth in the Master Deed.

4. Designation of Common Areas and Facilities. The common areas and facilities of the Condominium are as set forth in Paragraph 5 of the Master Deed.

5. Unit Appurtenances. All of the units will be conveyed together with their respective undivided interest in the common areas and facilities as set forth in Schedule B annexed hereto, as the same may be amended in accordance with the provisions of said Schedule and the Master Deed, and otherwise in accordance with the provisions of Paragraph 9 of the Master Deed.

6. Condominium Plans. A set of floor plans in eight (8) pages, entitled "The Pavilion at Cambridge Condominium, Cambridge Street, Cambridge, Massachusetts" and dated May 25, 1988 prepared by Branka D. Whisnaut, Registered Architect, filed prior hereto and made a part hereof, which plans show the layout, location, unit numbers and dimensions of all units in the Condominium as built.

7. Condominium Association. The unit owners will manage and regulate the Condominium through an organization of unit owners to be known as The Pavilion at Cambridge Condominium Association, which has been enacted and is to be governed by the By-Laws recorded with the Master Deed.

8. Incorporation of Provisions of Master Deed. Each of the units in Phase 2 of the Condominium shall be subject to the provisions of the Master Deed and the By-Laws annexed thereto as fully as if said provisions were set forth herein.

EXECUTED UNDER SEAL the 2<sup>nd</sup> day of June, 1988.

Kevin M. Smith, as Trustee of  
Cambridge Lambert Realty Trust  
and not individually

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

, 1988

Then personally appeared the above-named Kevin M. Smith, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, as Trustee, before me.

Notary Public:

My Commission Expires:

## SCHEDULE B

Phase 1 & 2 - The Pavilion at Cambridge Condominium

<u>Location</u>	<u>Unit Number</u>	<u>Approximate Area (Square Feet)</u>	<u>Number of Rooms</u>	<u>Fair Value Ratio Index</u>	<u>Percentage Ownership Phase 1 &amp; 2</u>
<u>Main Building</u>					
First Floor	101	585	3	0.0091	0.0078
First Floor	102	945	4	0.0112	0.0095
First Floor	103	972	4	0.0112	0.0095
First Floor	104	952	4	0.0112	0.0095
First Floor	105	620	3	0.0091	0.0078
First Floor	106	963	4	0.0112	0.0095
First Floor	107	952	4	0.0112	0.0095
First Floor	108	650	3	0.0091	0.0078
First Floor	109	644	3	0.0091	0.0078
First Floor	110	642	3	0.0091	0.0078
First Floor	111	585	3	0.0091	0.0078
First Floor	112	960	4	0.0112	0.0095
First Floor	113	642	3	0.0091	0.0078
First Floor	114	640	3	0.0091	0.0078
First Floor	115	616	3	0.0091	0.0078
First Floor	117	627	3	0.0091	0.0078
First Floor	118	635	3	0.0091	0.0078
First Floor	119	642	3	0.0091	0.0078
First Floor	120	960	4	0.0112	0.0095

Phase 1 & 2 - The Pavilion at Cambridge Condominium

<u>Location</u>	<u>Unit Number</u>	<u>Approximate Area (Square Feet)</u>	<u>Number of Rooms</u>	<u>Fair Value Ratio Index</u>	<u>Percentage Ownership Phase 1 &amp; 2</u>
<u>Main Building</u>					
Second Floor	201	655	3	0.0091	0.0078
Second Floor	202	945	4	0.0112	0.0095
Second Floor	203	972	4	0.0112	0.0095
Second Floor	204	952	4	0.0112	0.0095
Second Floor	205	937	4	0.0112	0.0095
Second Floor	206	963	4	0.0112	0.0095
Second Floor	207	952	4	0.0112	0.0095
Second Floor	208	650	3	0.0091	0.0078
Second Floor	209	644	3	0.0091	0.0078
Second Floor	210	642	3	0.0091	0.0078
Second Floor	211	655	3	0.0091	0.0078
Second Floor	212	960	4	0.0112	0.0095
Second Floor	213	642	3	0.0091	0.0078
Second Floor	214	640	3	0.0091	0.0078
Second Floor	215	970	4	0.0112	0.0095
Second Floor	217	970	4	0.0112	0.0095
Second Floor	218	635	3	0.0091	0.0078
Second Floor	219	642	3	0.0091	0.0078
Second Floor	220	960	4	0.0112	0.0095

Phase 1 & 2 - The Pavilion at Cambridge Condominium

<u>Location</u>	<u>Unit Number</u>	<u>Approximate Area (Square Feet)</u>	<u>Number of Rooms</u>	<u>Fair Value Ratio Index</u>	<u>Percentage Ownership Phase 1 &amp; 2</u>
<u>Main Building</u>					
Third Floor	301	655	3	0.0091	0.0078
Third Floor	302	945	4	0.0112	0.0095
Third Floor	303	972	4	0.0112	0.0095
Third Floor	304	952	4	0.0112	0.0095
Third Floor	305	937	4	0.0112	0.0095
Third Floor	306	963	4	0.0112	0.0095
Third Floor	307	952	4	0.0112	0.0095
Third Floor	308	650	3	0.0091	0.0078
Third Floor	309	644	3	0.0091	0.0078
Third Floor	310	642	3	0.0091	0.0078
Third Floor	311	655	3	0.0091	0.0078
Third Floor	312	960	4	0.0112	0.0095
Third Floor	313	642	3	0.0091	0.0078
Third Floor	314	640	3	0.0091	0.0078
Third Floor	315	970	4	0.0112	0.0095
Third Floor	317	970	4	0.0112	0.0095
Third Floor	318	635	3	0.0091	0.0078
Third Floor	319	642	3	0.0091	0.0078
Third Floor	320	960	4	0.0112	0.0095

Phase 1 & 2 - The Pavilion at Cambridge Condominium

<u>Location</u>	<u>Unit Number</u>	<u>Approximate Area (Square Feet)</u>	<u>Number of Rooms</u>	<u>Fair Value Ratio Index</u>	<u>Percentage Ownership Phase 1 &amp; 2</u>
<u>Main Building</u>					
Fourth Floor	401	655	3	0.0091	0.0078
Fourth Floor	402	945	4	0.0112	0.0095
Fourth Floor	403	972	4	0.0112	0.0095
Fourth Floor	404	952	4	0.0112	0.0095
Fourth Floor	405	937	4	0.0112	0.0095
Fourth Floor	406	963	4	0.0112	0.0095
Fourth Floor	407	952	4	0.0112	0.0095
Fourth Floor	408	650	3	0.0091	0.0078
Fourth Floor	409	644	3	0.0091	0.0078
Fourth Floor	410	642	3	0.0091	0.0078
Fourth Floor	411	655	3	0.0091	0.0078
Fourth Floor	412	960	4	0.0112	0.0095
Fourth Floor	413	642	3	0.0091	0.0078
Fourth Floor	414	640	3	0.0091	0.0078
Fourth Floor	415	970	4	0.0112	0.0095
Fourth Floor	417	970	4	0.0112	0.0095
Fourth Floor	418	635	3	0.0091	0.0078
Fourth Floor	419	642	3	0.0091	0.0078
Fourth Floor	420	960	4	0.0112	0.0095



Phase 1 & 2 - The Pavilion at Cambridge Condominium

<u>Location</u>	<u>Unit Number</u>	<u>Approximate Area (Square Feet)</u>	<u>Number of Rooms</u>	<u>Fair Value Ratio Index</u>	<u>Percentage Ownership Phase 1 &amp; 2</u>
<u>Main Building</u>					
Fifth Floor	501	643	3	0.0091	0.0078
Fifth Floor	502	933	4	0.0112	0.0095
Fifth Floor	503	960	4	0.0112	0.0095
Fifth Floor	504	940	4	0.0112	0.0095
Fifth Floor	505	750	3	0.0103	0.0087
Fifth Floor	506	750	3	0.0103	0.0087
Fifth Floor	507	940	4	0.0112	0.0095
Fifth Floor	508	638	3	0.0091	0.0078
Fifth Floor	509	632	3	0.0091	0.0078
Fifth Floor	510	630	3	0.0091	0.0078
Fifth Floor	511	643	3	0.0091	0.0078
Fifth Floor	512	948	4	0.0112	0.0095
Fifth Floor	513	630	3	0.0091	0.0078
Fifth Floor	514	628	3	0.0091	0.0078
Fifth Floor	515	1194	5	0.0122	0.0105
Fifth Floor	517	1202	5	0.0122	0.0105
Fifth Floor	518	623	3	0.0091	0.0078
Fifth Floor	519	630	3	0.0091	0.0078
Fifth Floor	520	948	4	0.0112	0.0095

Phase 1 & 2 - The Pavilion at Cambridge Condominium

<u>Location</u>	<u>Unit Number</u>	<u>Approximate Area (Square Feet)</u>	<u>Number of Rooms</u>	<u>Fair Value Ratio Index</u>	<u>Percentage Ownership Phase 1 &amp; 2</u>
<u>Main Building</u>					
Sixth Floor	614	1380	4	0.0122	0.0105
Sixth Floor	616	1188	4	0.0122	0.0105
Sixth Floor	618	1195	4	0.0122	0.0105
<u>Cambridge Street Building</u>					
First Floor	C-1	725		0.0103	0.0087
First Floor	C-2	774		0.0103	0.0087
First Floor	101	968	4	0.0103	0.0087
First Floor	102	644	3	0.0080	0.0069
First Floor	103	618	3	0.0080	0.0069
Second Floor	201	983	4	0.0103	0.0087
Second Floor	202	644	3	0.0080	0.0069
Second Floor	203	618	3	0.0080	0.0069
Second Floor	204	943	4	0.0112	0.0095
Second Floor	205	943	4	0.0112	0.0095
Third Floor	301	983	4	0.0103	0.0087
Third Floor	302	644	3	0.0080	0.0069
Third Floor	303	618	3	0.0080	0.0069
Third Floor	304	943	4	0.0112	0.0095
Third Floor	305	943	4	0.0112	0.0095

Phase 1 & 2 - The Pavilion at Cambridge Condominium

<u>Location</u>	<u>Unit Number</u>	<u>Approximate Area (Square Feet)</u>	<u>Number of Rooms</u>	<u>Fair Value Ratio Index</u>	<u>Percentage Ownership Phase 1 &amp; 2</u>
<u>Cambridge Street Building</u>					
Fourth Floor	401	983	4	0.0103	0.0087
Fourth Floor	402	644	3	0.0091	0.0078
Fourth Floor	403	618	3	<u>0.0091</u>	<u>0.0078</u>
				1.1728	1.0000

The Fair Value Ratio Index of each unit has been determined based upon the relation that the fair value of such unit bears to the aggregate value of all units. The table above sets forth Fair Value Ratio Indices for all units in Phase 1 and Phase 2.



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Page: 1 of 4 01/19/2011 09:19 AM

**Marcus, Errico, Emmer & Brooks, P.C.**  
**45 Braintree Hill Park, Suite 107**  
**Braintree, Massachusetts 02184**

PAVILION AT CAMBRIDGE CONDOMINIUM ASSOCIATION  
INSURANCE RESOLUTION

We, the undersigned, being a majority of the Board of Managers of the Pavilion at Cambridge Condominium Association under those By-Laws, dated June 8, 1988, and recorded with the Middlesex County Southern District Registry of Deeds in Book 19144, Page 493, as amended ("Board" or "Association"), which By-Laws are incorporated as Schedule D in a Master Deed dated June 8, 1988, and recorded with the Middlesex Southern District Registry of Deeds in Book 19144, Page 458, as may be amended, do hereby adopt the following policy resolution to establish orderly procedures relating to property insurance claims, repairs and deductibles pursuant to the provisions as set forth in Article II, Section 2 of said By-Laws as follows:

1. Master insurance policy: The Condominium shall maintain insurance as required by Article V, Section 2 of the By-Laws.
2. The Board shall determine the amount of the deductible which is currently \$5,000.00 for most types of losses but which may be higher for other types of losses.
3. The Board shall have the right to assess the deductible to unit owners as the Board may determine, in their sole discretion, including, but not limited to, assessing and apportioning the deductible to unit owner(s) sustaining property damage to their unit(s).
4. In the event of property damage to a unit or units, the Association shall not be responsible for the payment of the deductible but rather said unit owner or unit owners shall be responsible for same regardless of the cause of the claim.
5. Each unit owner is solely responsible to obtain his or her own insurance coverage in appropriate kinds and amounts to insure his or her unit, personal effects, furniture, furnishings, household and personal property and contents, unit improvements and coverage for the Condominium Association's deductible, as well as, insuring for liability and all such other coverages which said unit owner desires.

- A. It is suggested that all unit owners obtain endorsements to their policy for various coverages including, but not limited to, all risk coverage, loss assessment coverage, coverage A in satisfactory amounts, and any other insurance deemed necessary by the unit owner or his or her agent to provide coverage for the Condominium's deductible.
  - B. It is recommended that all unit owners review their own insurance coverage with their own insurance agent or insurance advisor.
  - C. Investor owners should also obtain coverage for loss of rent, liability and all other appropriate coverages. Investor owners should obtain written verification that their tenants have appropriate insurance coverage.
6. If a unit owner sustains property damage in amounts less than the Condominium Associations Master Policy deductible, the unit owner shall be solely responsible for the cost to repair the damage, and the unit owner should notify his or her insurance agent. The Association will not be responsible for property damage to a unit in an amount less than the deductible, and no unit owner shall file a claim under the master insurance policy. The unit owner must resolve the claim with their individual insurance agent or carrier.
7. The following steps should be followed when damage occurs in a unit in excess of the Condominium Association's master policy deductible:
- A. Damage in excess of the Condominium Association's deductible must be reported within 24 hours to the Management Agent. Failure to report claims promptly may result in the claim being denied by the Insurance Carrier. The Association will not honor claims that are denied by the Carrier because of failure to report in a prompt fashion. Unit Owners shall also notify their Insurance Carrier at the same time. The damage may be inspected to assess the approximate cost of the damage.
  - B. The Management Agent will notify the Association's Insurance Agent of the loss. Should immediate repairs need to be made in order to insure the safety of unit occupants, the Management Agent will secure approval for these repairs from the Insurance Carrier.
  - C. The Management Agent will instruct the Unit Owner to secure bids to repair the damage within thirty (30) days. These bids are to be submitted to the Management Agent with a cover sheet itemizing the costs and totaling the same. This sheet must contain the Unit Owner's signature. If the damage is less than the Master Policy Deductible, the Unit Owner need not submit anything further and should deal with their own insurance agent or carrier, as per paragraph 6 in this Resolution.

- D. During the bidding and damage assessment process, the Unit Owner must work closely both with the Management Agent and the Master Policy Insurance Adjuster in order that the scope of work is agreed upon by all parties prior to commencement of said restoration work. This includes, but is not limited to, making the unit available for inspection, securing additional bids should the Insurance Adjuster request it, and promptly responding to requests made by the Insurance Adjuster and/or Management Agent. The Association will not be responsible for the timeliness of Insurance claims being paid. If a claim payment is delayed, no interest, penalties or other claims will be honored.
- E. In the event there is a dispute, the final approval of settlement costs is with the Insurance Company and the Unit Owner must abide by its decision.
- F. Once it is agreed by all parties what the scope and amount of the claim will be, the Unit Owner will be given permission to commence work. Unit Owners may ask that the Board request payment of the claim in order that the Unit Owner has funds to initiate restoration work. If the Insurance Carrier forwards this amount to the Association, then the Association may pass the benefit of this early payment to the Unit Owner. The Association will issue payment of the applicable insurance proceeds to the Unit Owner upon the execution and delivery of a Release by the Unit Owner of the Association, in the form as attached hereto and incorporated herein.
- G. Final payment will be made when:
  - i. The Insurance Adjuster has had the opportunity to inspect all repair work.
  - ii. The Association has received the final payment from the Insurance Carrier.
  - iii. The Unit Owner has signed a Release.
- 8. The Association shall have no obligation or responsibility to perform or cause to be performed repairs to an individual unit.
- 9. The Unit Owner is responsible for the condominium master policy deductible for items covered by the Master Policy and is also responsible for all damage to the unit, personal property, improvements, rent loss, etc. not covered by the Master Policy.

Executed under seal this 13 day of January, 2009.

MAJORITY OF THE BOARD OF  
MANAGERS OF THE PAVILION AT  
CAMBRIDGE CONDOMINIUM  
ASSOCIATION AND NOT  
INDIVIDUALLY

(Saul Bauman)  
(Marie Killackey) Manager  
(Priscilla McMullen)  
(Priscilla McMullen) Manager  
(Marie Killackey)  
(Marie Killackey) Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 13 day of January, 2009, before me, the undersigned notary public, personally appeared Saul Bauman, Priscilla McMullen and Marie Killackey proved to me through satisfactory evidence of identification, being (check whichever applies): ☐ driver's license, or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the persons whose names are signed above, and acknowledged the foregoing to be signed by them voluntarily for its stated purpose, as Managers of said Pavilion at Cambridge Condominium Association.

Mark Luckman  
Notary Public  
My Commission Expires: 3/26/2015  
Print Notary Public's Name: Mark Luckman  
Qualified in the Commonwealth of Massachusetts

**MARCUS, ERRICO,  
EMMER & BROOKS, P.C.**

Attorneys At Law

**MEEB**

Matthew W. Gaines  
(781) 843-5000 Ext. 167  
[mgaines@meeb.com](mailto:mgaines@meeb.com)  
Admitted in: MA

February 2, 2011

Pavilion at Cambridge Condominium  
c/o Thayer & Associates, Inc.  
1812 Massachusetts Avenue  
Cambridge, MA 02140

**RE: Pavilion at Cambridge Condominium  
Insurance Resolution**

Dear Board:

Enclosed please find the original recorded copy of the Insurance Resolution for your files. We have also kept a copy of the enclosed for our records.

If you have any questions please do not hesitate to contact me.

Very truly yours,

MARCUS, ERRICO, EMMER  
& BROOKS, P.C.



Matthew W. Gaines

Enclosure





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 Page: 1 of 4 03/29/2011 12:31 PM

# THE PAVILION AT CAMBRIDGE CONDOMINIUM

## Amendment to the Rules and Regulations Unit Owner Maintenance Resolution

The undersigned, being a majority of the Managing Board of the Pavilion at Cambridge Condominium Association, (the "Board") under those By-Laws, which are schedule D of the Master Deed of the Pavilion at Cambridge Condominium, which Master Deed is recorded with the Middlesex South District Registry of Deeds in Book 19144, Page 458, as amended, which Association is the organization of unit owners of the Pavilion at Cambridge Condominium (the "Condominium"), do hereby adopt the following administrative resolution as an amendment to the Association's rules and regulations pursuant to Article II, Section 2 of the By-Laws :

WHEREAS, the Board is empowered to oversee the administration and operation of the Condominium in accordance with the terms and provisions of its constituent documents;

WHEREAS, the Unit Owners are entitled to exclusive possession of their respective Units pursuant to M.G.L. c. 183A, § 4, and also have the responsibility to properly maintain and repair their respective Units pursuant to Article V, Section 10 of the By-Laws which provides inter alia:

"All maintenance of and repair to any unit, ordinary or extraordinary (other than maintenance of and repairs to any Common Areas and Facilities contained therein), shall be made by the owner of such unit."

WHEREAS, the Board is responsible to maintain and repair the Common Areas and Facilities pursuant to Article V, Section 10 of the By-Laws which provide inter alia:

"All maintenance repairs and replacements to the Common Areas and Facilities, whether located inside or outside of the units, shall be made by the Managing Board..."

WHEREAS, the Board seeks to ensure that the Condominium, including the Units, are properly maintained so to prevent mold growth on the Condominium premises;

WHEREAS, it is essential that any moisture and water intrusion be promptly addressed to inhibit the growth of mold;

WHEREAS, it is critical that the Board be alerted immediately to the first signs of water intrusion within a Unit or the common areas of the Condominium to prevent and/or minimize the spread of water intrusion and moisture-related conditions to the Common Elements, the affected Unit and other Units in the Condominium;

WHEREAS, the Unit Owners, having the exclusive possession of their respective Units, are solely able to observe any evidence of water intrusion, excessive moisture and/or corresponding mold growth within said Units; and

WHEREAS, there is a need to establish both orderly and uniform procedures to address moisture and water intrusion in Units and common areas for the purpose of protecting the Units and Common Elements of the Condominium.

WHEREAS, there is a need to establish both orderly and uniform procedures to address inspecting and testing for the presence of mold within the Units and Common Areas and Facilities for the purpose of protecting the Units and Common Elements of the Condominium.

NOW, THEREFORE, BE IT RESOLVED, that the following rules, regulations and procedures shall be applicable:

1. Unit Owners shall be responsible to keep up and maintain their Units in a dry and clean manner and state, with a minimum air temperature within the Unit of not less than 55° degrees Fahrenheit and, for any Unit with a cooling system, a maximum air temperature of not greater than 77° Fahrenheit. Indoor relative humidity must be maintained between 30% and 55 % at all times.

2. Unit Owners shall be responsible to:

- (i) clean and dust the surfaces within a Unit on a regular basis;
- (ii) immediately remove visible moisture accumulation on windows, windowsills and any other surfaces within the Unit;
- (iii) immediately clean, dry and disinfect all liquid spills or leaks within the Unit;
- (iv) not block or cover any heating, ventilation or air-conditioning ducts and keep furniture and furnishings away from such ducts;
- (v) engage a professional remediation company to mitigate any damage to the Unit resulting from leaks or spills;
- (vi) replace water heaters, if any, prior to the end of the warranty period;
- (vii) use flood check brand hoses or high pressure equivalent on washing machines, if any;
- (viii) utilize licensed plumbers and electricians for any plumbing or electrical work within the unit;
- (ix) properly maintain, caulk, repair and replace all windows and skylights serving the unit to ensure they remain free of leaks or condensation; and
- (x) notify the Board in writing of a contact person and emergency number if they are away from the unit for a period of two (2) days or more.

3. Unit Owners shall be solely responsible to ensure that any vents or exhaust fans serving the Unit are vented properly to the exterior including, without limitation, bath exhaust vents, stove vents and laundry dryer vents. In the event they are not properly vented, the Unit Owner shall repair the same, obtaining the written consent of the Board prior to undertaking any work in the common areas. In addition, Unit Owners shall be solely responsible to inspect, clean and maintain (including changing filters), at least annually, all such vents and exhaust fans.

4. Unit Owners are required to report immediately, in writing, delivered to the Board:

- (i) any evidence of water leak or water infiltration or excessive moisture in the Unit or common areas;
- (ii) any evidence of mold or fungi growth within the Unit that cannot be completely removed with a common household cleaner; and/or
- (iii) any failure or malfunction of any heating, ventilating or air conditioning system serving the Unit.

5. Where any Unit Owner suspects the presence of mold within the Unit the following procedure shall apply to testing for mold within in the Unit:

- (i) Upon the written request of the Unit Owner the Board shall arrange for the testing for mold within the Unit, which test shall be performed by a mold testing consultant of the Board's choice.
  - (a) If the mold test results are negative, so no mold remediation is required, the Unit Owner requesting the mold test shall be assessed the cost of the mold test.
  - (b) If the mold test results are positive, so mold remediation is required, and the source of the mold is directly related to a condition in the common areas or facilities, then the Association shall pay the cost incurred to perform the mold test.
  - (c) The Board shall not be liable for the cost incurred, and shall not reimburse the Owner, for mold testing performed in any Unit or to any Common Area and Facility, which test is arranged by the Unit Owner regardless of the results of any mold test performed.

6. Unit Owners shall be responsible and liable for any expenses incurred by the Board for the maintenance, repair, replacement, cleaning and remediation to repair the Unit and to remove mold from the Unit in the event the Unit Owner fails to properly and promptly undertake the same. Notwithstanding the foregoing, the Board shall have no obligation to take any action within a Unit, but may do so in its sole discretion. Unit Owners shall allow immediate access to their Unit for such purposes pursuant to Massachusetts General Law, Chapter 183A, §4 and Article V, Section 15 of the By-Laws.

6. Unit Owners shall be responsible and liable for the expenses incurred by the Board for the maintenance, repair, replacement, cleaning and remediation of any damage to, and to remediate and remove mold from the Unit, other Units and the common areas caused by the Unit Owner's failure to maintain his/her Unit, or arising out of, relating to or resulting from the Unit Owner's failure to comply with the terms of this Resolution, the Master Deed, the By-Laws or the Rules and Regulations or for any other reason caused by the Unit Owner's actions. Such costs shall also include all costs incurred by the Association, including, but not limited to, expenses for industrial hygienists and attorneys' fees.

7. Unit Owners shall be personally responsible and liable for any fines, costs and attorneys' fees for violations of this Resolution and any damages suffered by the Condominium or other Owners or occupants at the Condominium, including any injuries to persons, arising out of, relating to or resulting from the failure of the Unit Owner to comply with the terms of this Resolution.

8. Any expenses or fines or attorneys' fees charged to a Unit Owner pursuant to this Resolution shall be collectible as a common expense.

SO RESOLVED.

EXECUTED as a sealed instrument this 22<sup>nd</sup> day of March, 2011.X Joseph AlianoX Priscilla McMullenX Maive KillickyAS MEMBERS OF THE MANAGING BOARD  
OF THE PAVILION AT CAMBRIDGE  
CONDOMINIUM ASSOCIATION  
AND NOT INDIVIDUALLY

COMMONWEALTH OF MASSACHUSETTS

Worcester County, ss.

On this 22<sup>nd</sup> day of March, 2011, before me, the undersigned notary public, personally appeared Joseph Aliano, Priscilla McMullen, Maive Killicky, proved to me through satisfactory evidence of identification, being (check whichever applies):

driver's license, or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the persons whose names are signed above, and acknowledged the foregoing to be signed by them voluntarily for its stated purpose, as members of the Board of Managers of said Pavilion at Cambridge Condominium Association.

Douglas G. Thayer

Notary Public

My Commission Expires: May 12, 2013Print Notary Public's Name: Douglas G. Thayer

Qualified in the Commonwealth of Massachusetts



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Page: 1 of 3 03/29/2011 12:31 PM

## THE PAVILION AT CAMBRIDGE CONDOMINIUM

### Amendment to the Rules and Regulations Unit Owner Mold Inspection Resolution

The undersigned, being a majority of the Managing Board of the Pavilion at Cambridge Condominium Association, (the "Board") under those By-Laws, which are schedule D of the Master Deed of the Pavilion at Cambridge Condominium, which Master Deed is recorded with the Middlesex South District Registry of Deeds in Book 19144, Page 458, as amended, which Association is the organization of unit owners of the Pavilion at Cambridge Condominium (the "Condominium"), do hereby adopt the following administrative resolution as an amendment to the Association's rules and regulations pursuant to Article II, Section 2 of the By-Laws :

WHEREAS, the Board is empowered to oversee the administration and operation of the Condominium in accordance with the terms and provisions of its constituent documents;

WHEREAS, the Unit Owners are entitled to exclusive possession of their respective Units pursuant to M.G.L. c. 183A, § 4, and also have the responsibility to properly maintain and repair their respective Units pursuant to Article V, Section 10 of the By-Laws which provides inter alia:

"All maintenance of and repair to any unit, ordinary or extraordinary (other than maintenance of and repairs to any Common Areas and Facilities contained therein), shall be made by the owner of such unit."

WHEREAS, the Board is responsible to maintain and repair the Common Areas and Facilities pursuant to Article V, Section 10 of the By-Laws which provide inter alia:

"All maintenance repairs and replacements to the Common Areas and Facilities, whether located inside or outside of the units, shall be made by the Managing Board..."

WHEREAS, the Board seeks to ensure that the Condominium, including the Units, are properly maintained so to prevent mold growth on the Condominium premises;

WHEREAS, it is essential that any moisture and water intrusion be promptly addressed to inhibit the growth of mold;

WHEREAS, it is critical that the Board be alerted immediately to the first signs of water intrusion within a Unit or the common areas of the Condominium to prevent and/or minimize the spread of water intrusion and moisture-related conditions to the Common Elements, the affected Unit and other Units in the Condominium;

WHEREAS, the Unit Owners, having the exclusive possession of their respective Units, are solely able to observe any evidence of water intrusion, excessive moisture and/or corresponding mold growth within said Units; and

WHEREAS, there is a need to establish both orderly and uniform procedures to address moisture and water intrusion in Units and common areas for the purpose of protecting the Units and Common Elements of the Condominium.

WHEREAS, there is a need to establish both orderly and uniform procedures to address inspecting and testing for the presence of mold within the Units and Common Areas and Facilities for the purpose of protecting the Units and Common Elements of the Condominium.

NOW, THEREFORE, BE IT RESOLVED, that the following rules, regulations and procedures shall be applicable:

1. Where any Unit Owner suspects the presence of mold within the Unit the following procedure shall apply to testing for mold within in the Unit:

- (i) Upon the written request of the Unit Owner the Board shall arrange for the testing for mold within the Unit, which test shall be performed by a mold testing consultant of the Board's choice.
  - (a) If the mold test results are negative, so no mold remediation is required, the Unit Owner requesting the mold test shall be assessed the cost of the mold test.
  - (b) If the mold test results are positive, so mold remediation is required, and the source of the mold is directly related to a condition in the common areas or facilities, then the Association shall pay the cost incurred to perform the mold test.
  - (c) The Board shall not be liable for the cost incurred, and shall not reimburse the Owner, for mold testing performed in any Unit or to any Common Area and Facility, which test is arranged by the Unit Owner regardless of the results of any mold test performed.

SO RESOLVED.

EXECUTED as a sealed instrument this 22<sup>nd</sup> day of March, 2011.

X Joseph Alvares )  
Priscilla J. Hall )  
Marie C. Killalee )  
 \_\_\_\_\_ )

AS MEMBERS OF THE MANAGING BOARD  
 OF THE PAVILION AT CAMBRIDGE  
 CONDOMINIUM ASSOCIATION  
 AND NOT INDIVIDUALLY

## COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 22 day of March, 2011, before me, the undersigned notary public, personally appeared Joseph Alane, Priscilla McHullen, Marie Kilbrey, proved to me through satisfactory evidence of identification, being (check whichever applies):

driver's license, or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the persons whose names are signed above, and acknowledged the foregoing to be signed by them voluntarily for its stated purpose, as members of the Board of Managers of said Pavilion at Cambridge Condominium Association.



Notary Public

My Commission Expires: May 17, 2013Print Notary Public's Name: Douglas E. Thayer

Qualified in the Commonwealth of Massachusetts