

# 250

**BEACON STREET  
BOSTON**

**THE 250 BEACON CONDOMINIUM**

**AMENDED AND RESTATED BY-LAWS**

**AMENDED AND RESTATED MASTER DEED**

**RULES AND REGULATIONS**

**NOTES ON BUILDING OPERATIONS**

November 4, 2012



**250 BEACON CONDOMINIUM  
AMENDED AND RESTATED BY-LAWS**

*ARTICLE I*

*Plan of Unit Ownership*

SECTION 1. *Unit Ownership.* These By-Laws have been enacted by and for the organization of Unit Owners (“250 Beacon Condominium Association” or the “Condominium Association”) of the property at 250 Beacon Street, Boston, Suffolk County, Massachusetts, which is more particularly described in the master deed dated February 26, 1973, registered in the Suffolk Registry District of the Land Court on February 28, 1973, as document #313289 on Master Certificate of Title C-1 (the “Master Deed”) in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts. The condominium thereby created shall be known as 250 BEACON CONDOMINIUM (the “Condominium”).

SECTION 2. *Applicability of By Laws.* The provisions of these By-Laws are applicable to the Property and to the use and occupancy of the Property. The term "Property" as used herein shall include the land, the building and all other improvements thereon (including the units ("Units") and common areas and facilities ("Common Elements"), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which have been submitted to the provisions of said Chapter 183A of Massachusetts General Laws by the registration of the Master Deed.

SECTION 3. *Application.* All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the Master Deed, the Rules and Regulations and all covenants, agreements, restrictions, easements and declarations of record ("title conditions"). The acceptance of a deed or conveyance or the entering into a lease or the act of occupancy of a Unit shall constitute an agreement that these By-Laws, the Rules and Regulations, the provisions of the Master Deed, as they may be amended from time to time, and the title conditions are accepted, ratified, and will be complied with.

SECTION 4. *Office.* The office of the Condominium and of the Board of Managers shall be located at 250 Beacon Street, Boston, Massachusetts 02116.

*ARTICLE II*

*Board of Managers*

SECTION 1. *Number and Term.* The number of Managers which shall constitute the whole Board of Managers (the "Board") shall be five (5). All Managers elected shall be permanent residents of the Condominium, and shall be Unit Owners, the spouses of a Unit Owner (or, where a Unit is held in the name of a non-natural person such as a trust or

corporation, a principal or owner of shares, or shares of beneficial interest therein or spouse of the same). A Member of the Board who lives in a Unit that is in the process of being sold (i.e., which is the process of being sold and the Unit has been listed for sale with a real estate broker, has been advertised for sale, has been shown to a prospective buyer, or the Owner thereof has taken any steps toward the sale of the Unit) shall no longer be eligible to serve as such on the Board. The foregoing provisions shall apply to all Managers now serving at the time of the adoption of this amendment as well as to all Managers elected hereafter. The term of a Manager shall be three (3) years. Any Manager may be re-elected to a second three (3) year term. After a Manager has served two (2) consecutive full three (3) year terms, such Manager shall not be eligible for re-election to the Board until a period of at least one (1) year has elapsed after the end of such Manager's second term. In any event, however, each Manager shall hold office until such time as his successor has been elected.

SECTION 2. *Powers and Duties.* The Board shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Master Deed or by these By-Laws may not be delegated to the Board by the Unit Owners. Such powers and duties of the Board shall include, but shall not be limited to the following:

- (a) Operation, care, upkeep and maintenance of the Common Elements.
- (b) Determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property.
- (c) Collection of the common charges from the Unit Owners.
- (d) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.
- (e) Adoption and amendment of Rules and Regulations covering the details of the operation and use of the Property, including in particular the common areas thereof. Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.
- (f) Leasing, managing and otherwise dealing with the Common Elements.
- (g) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to it or purchased by it as the result of enforcement of the lien for common expenses, any right of first refusal or otherwise.
- (h) Obtaining of insurance for the Property, including the Units, pursuant to the provisions of Article VI, Section 19 hereof.
- (i) Making of repairs, additions and improvements to, or alterations of the Property and repairs to and restoration of the Property in accordance with the other provisions of these By-Laws.
- (j) Enforcing obligations of the Unit Owners, allocating income and expenses, and doing anything and everything else necessary and proper for the sound management of the Condominium. The Board shall have the power to levy fines

against the Unit Owners for violations of the Master Deed, the By-Laws and reasonable Rules and Regulations established by the Board to govern the conduct of the Unit Owners. No fine may be levied for more than Two Hundred Fifty (\$250.00) dollars for any violation but for each day a violation continues after notice it shall be considered a separate violation. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were common charges owed by the particular Unit Owner or Unit Owners. In the case of persistent violation of the Rules and Regulations by a Unit Owner, the Board shall have the power to require such Unit Owner to post a bond to secure adherence to the Rules and Regulations.

- (k) Purchase or lease a Unit for use by a resident superintendent.
- (l) Purchasing of Units at foreclosure or other judicial sales in the name of the Condominium or its nominee, corporate or otherwise, on behalf of all Unit Owners.
- (m) Organizing corporations or trusts to act as nominees of the Condominium in acquiring title to or leasing of apartment Units on behalf of all Unit Owners.
- (n) Borrowing money for any proper Condominium purpose, and granting to the lender a security interest and pledge of the Condominium's income from all sources, present and future, including but not limited to amounts receivable for common expenses and special assessments (which term shall include but not be limited to special assessments in the amount of any loans[s]), and an irrevocable assignment of the Condominium's right to enforce the collection of all common expenses and special assessments. However, no borrowing shall take place unless, prior to such borrowing, Unit Owners holding more than fifty percent (50%) percent of the beneficial interest in the Condominium shall have voted in (in person, by proxy or voice vote) to authorize the borrowing.

SECTION 3. *Managing Agent and Manager.* The Board may employ for the Condominium a managing agent and/or a manager at a compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in subdivisions (a), (c), (d), and (i) of Section 2 of this Article II. The Board may delegate to the manager or managing agent all of the powers granted to the Board by these By-Laws other than the powers set forth in subdivisions (b), (e), (f), (g), (h), (k), (m) and (n) of Section 2 of this Article II.

SECTION 4. *Removal.* At any regular or special meeting of Unit Owners, any one or more of the Members of the Board may be removed for cause by a majority in interest of the Unit Owners and a successor may then and there or thereafter be elected by vote of a majority in interest of the Unit Owners to fill the vacancy thus created. Any Member of the Board whose removal has been proposed by the Unit Owners shall be given notice and an opportunity to be heard in accordance with the provisions of Section 2 of Article XII.

SECTION 5. *Vacancies.* Vacancies in the Board caused by any reason other than the removal of a Member thereof by a vote of the Unit Owners shall be filled by vote of a majority of the remaining Members at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the Members present at such meeting

may constitute less than a quorum and each person so elected shall be a Member of the Board for the remainder of the term of the Member whose term has become vacant and until a successor to such person shall be elected at the next annual meeting of the Unit Owners.

SECTION 6. *Organization Meeting.* The first meeting of the Members of the Board following the annual meeting of the Unit Owners shall be held within ten (10) days thereafter, at such time and place as shall be fixed by the Board.

SECTION 7. *Regular Meetings.* Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Members of the Board, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Member of the Board, by mail or electronic mail, at least three (3) business days prior to the day named for such meeting.

SECTION 8. *Special Meetings.* Special meetings of the Board may be called by the President on three (3) business days' notice to each Member of the Board, given by mail or electronic mail, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Clerk in like manner and on like notice on the written request of at least two (2) Members of the Board.

SECTION 9. *Waiver of Notice.* Any Member of the Board may at any time waive notice of any meeting of the Board in writing (including an electronic mail message), and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member of the Board at any meeting of the Board, in person, by phone or by electronic mail, shall constitute a waiver of notice by him of the time and place thereof. If all the Members of the Board are present at any meeting of the Board, in person or by telephone conference call in which all participants are able to hear the others, or by electronic mail, no notice shall be required and any business may be transacted at such meeting.

SECTION 10. *Quorum of the Board of Managers.* At all meetings of the 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 Board present at a meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting, from time to time. At any adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice. Meetings of the Board may be conducted in person or by telephone conference call in which all participants are able to hear the others, or by electronic mail. All references to meetings of the Board in this Section 11 shall include meetings held by means of conference call or electronic mail. Without limiting the generality of the foregoing, the terms "At all meetings of the Board", "present at a meeting", "If at any meeting of the Board", "A majority of those present", and similar phraseology shall include meetings held by conference call or electronic mail.

SECTION 11. *Fidelity Bonds.* The Board shall attempt to obtain adequate fidelity bonds for all officers and employees of the Condominium handling or responsible for Condominium funds. The premium on such bonds shall constitute a common expense.

SECTION 12. *Compensation.* No Member of the Board shall receive any compensation from the Condominium for acting, as such.

SECTION 13. *Liability of the Board.* The Members of the Board shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual, willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the Members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the Members of the Board shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the Members of the Board shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interests of all the Unit Owners in the Common Elements. Every agreement made by the Board or by the managing agent or by the manager on behalf of the Condominium shall provide that the Members of the Board, or the managing agent, or the manager, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of total liability thereunder as his interest in the Common Elements bears to the interests of all Unit Owners in the Common Elements.

SECTION 14. *Certification re Status of Board.* Any instrument signed by a majority of the Members of the Board named in the Master Deed or a majority at any time of the Members of the Board as they appear of record and duly attested as the act of the Condominium may be relied on as conclusively establishing that such instrument was the free act of the Condominium, and shall be binding upon the Condominium. No purchaser, mortgagee, lender or other person dealing with the Board, as they appear of record shall be bound to ascertain or inquire further as to the persons who are then Members of the 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 Board and of any changes therein.

### ARTICLE III

#### *Unit Owners*

SECTION 1. *Annual Meetings.* Annual meetings shall be held in each year on a date designated by the Board, which date shall be within sixty (60) days of the anniversary date of the prior year's annual meeting. At such meetings Members of the Board shall be elected by a voice vote of the Unit Owners in accordance with the requirements of Article II of these By-Laws. The Unit Owners may also transact such other business of the Condominium as may properly come before them.

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

SECTION 3. *Special Meetings.* It shall be the duty of the President to call a special meeting of the Unit Owners as directed by the Board or upon a petition signed by at least one third in number of the Unit Owners having been presented to the Clerk.

SECTION 4. *Notice of Meetings.* It shall be the duty of the Clerk to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at least seven (7) but not more than fifteen (15) days prior to such meeting. The notice mailed in the manner provided in these By-Laws shall be considered duly served. Notice of a meeting need not be given to a Unit Owner if a written waiver thereof, executed before or after the meeting by such Unit Owner or his duly authorized attorney, is filed with the records of the meeting.

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

SECTION 6. *Order of Business.* The order of business at all meeting of the Unit Owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting.
- (c) Approval of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Board.
- (f) Reports of committees.
- (g) Election of inspectors of election (when so required).
- (h) Election of Members of the Board (when so required).
- (i) Unfinished business.
- (j) New business.

SECTION 7. *Voting and Other Action by Unit Owners.* The Owner or Owners of each Unit, or some person designated by such Owner or Owners to act as proxy on his or their behalf who need not be an Owner, shall be entitled to cast the votes appurtenant to such Unit at all meetings of Unit Owners, except that the Board shall be elected by a voice vote as set forth in Section 1 of this Article III. The designation of any such proxy shall be made in writing to the Clerk, and shall be revocable at any time by written notice to the Clerk by the Owners so designating. Any or all of such Owners may be present at any meeting of the Unit Owners and may vote or take any other action as a Unit either in person or by proxy, except that the Board shall be elected by a voice vote as set forth in Section 1 of the Article III. If a Unit is owned by two or more persons, any one of such persons may act for all such Owners unless one of such Owners objects, in which case the vote attributed to such Unit shall not be counted for any purpose. Each Unit Owner shall be entitled to cast one vote at all meetings of the Unit Owners for .0001 percent of interest in the Common Elements applicable to his or its Unit. A fiduciary shall be the voting Member with respect to any Unit Owner in a fiduciary capacity. Any Unit or Units owned by the Board or its designee shall not be entitled to a vote and shall be



excluded from the total common interests when computing the interest of all other Unit Owners for voting purposes.

The Unit Owners shall transact the business of the Condominium 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 8. *Majority of Unit Owners.* As used in these By-Laws the term "majority of Unit Owners" shall mean those Unit Owners having more than 50% of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of Section 7 of this Article III. As used in these By-Laws any stated percentage of the Unit Owners shall mean the aggregate percentage of interest in individual ownership of the Common Elements.

SECTION 9. *Quorum.* Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Unit Owners shall constitute a quorum at all meetings of the Unit Owners.

SECTION 10. *Majority Vote.* The vote of a majority of Unit Owners present at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except 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 principal officers of the Condominium shall be the President, the Vice-President, the Clerk and the Treasurer, all of whom shall be elected by the Board. The Board may appoint an Assistant Treasurer, an Assistant Clerk and such other officers as in its judgment may be necessary. The President and Vice-President shall be Members of the Board, but no other officer need be.

SECTION 2. *Election of Officers.* The officers of the Condominium shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board and until their successors are elected.

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

SECTION 4. *President.* The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the Unit Owners and of the Board. He shall have all of the general powers and duties which are incident to the office of President of a stock corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts, including but not limited to the power to appoint committees from among the

Unit Owners from time to time as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the Condominium.

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

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

SECTION 7. *Treasurer.* The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board, or the managing, agent, in such depositories as may from time to time be designated by the Board, and he shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts.

SECTION 8. *Agreements, Contracts, Deeds, Checks, etc.* All agreements, contracts, deeds, leases, checks and other instruments of the Condominium, shall be executed by, and payment vouchers shall be approved by, any two officers of the Condominium, or by such other person or persons as may be designated by the Board.

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

## ARTICLE V

### *Notices*

SECTION 1. *Definition.* Whenever under the provisions of the Master Deed or of these By-Laws, notice is required to be given to the Board, any manager or Unit Owner, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board, such manager or Unit Owner at such address as appears on the books of the Condominium. Notice shall be deemed given as of the date of mailing. Any notice may also be given by electronic mail.

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

## ARTICLE VI

### *Operation of the Property*

SECTION 1. *Determination of Common Expenses and Fixing of Common Charges.* The fiscal year of the Condominium shall be the period from November 1 through October 31. The Board shall from time to time and at least annually, prepare a budget for the Condominium, determine the amount of the common charges payable by the Unit Owners to meet the common expenses of the Condominium and allocate and assess such common charges among the Unit Owners according to their respective common interests. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board pursuant to the provisions of Section 19 of this Article VI. The common expenses may also include such amounts as the Board may deem proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Board, on behalf of all Unit Owners, of any Unit whose Owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale. In the event that the Board shall determine at any time and from time to time that the common charges theretofore assessed will be insufficient, the Board may at any time and from time to time make special assessments in such amounts, payable at such times, as the Board shall determine, and all such special assessments shall be payable in the manner determined by the Board.

The Board shall advise all Unit Owners, promptly in writing, of the amount of the common charges payable by each of them, respectively, as determined by the Board 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 mortgagees.

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

No Unit Owner shall be liable for the payment of any part of the common charges assessed against his Unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of Section 1 of Article VIII of these By-Laws) of such Unit, together with the Appurtenant Interests, as defined in Section 1 of Article VIII hereof. In addition, any Unit Owner may, subject to the terms and conditions specified in these By-Laws, provided that his Unit is free and clear of liens and encumbrances other than the statutory lien for unpaid common charges, convey his Unit, together with the Appurtenant Interests, to the Board, and in such event be exempt from common charges thereafter assessed. A purchaser of a Unit shall be liable for the payment of common charges assessed and unpaid against such Unit prior to the acquisition by him of such Unit.

SECTION 3. *Collection of Assessments.* The Board shall assess common charges against the Unit Owners from time to time (at least annually) and shall take prompt action to collect any common charge due from any Unit Owner which remains unpaid for more than fifteen (15) days from the due date for payment thereof.

SECTION 4. *Default in Payment of Common Charges.* If any installation of common charges is not received by the Board within fifteen (15) days of the due date thereof, the Board shall have the right to impose a late charge of fifty (\$50.00) dollars per month against the defaulting Unit Owner, and such late charge shall be assessed for each month in which the Board has not received such installment of common charges by the fifteenth (15<sup>th</sup>) day thereof. In the event of default by any Unit Owner in paying to the Board the common charges as determined by the Board, such Unit Owner shall be obligated to pay late charges, together with all expenses, including attorneys' fees, incurred by the Board in any proceeding brought to collect such unpaid common charges. The Board shall have the right and duty to attempt to recover such common charges, together with late charges 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 in Section 6 of Chapter 183A of Massachusetts General Laws.

SECTION 5. *Foreclosure of Liens for Unpaid Common Charges.* In any action brought by the Board to foreclose a lien on a Unit because of unpaid common charges, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the votes appurtenant to), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

SECTION 6. *Statement of Common Charges.* The Board shall promptly provide any Unit Owner so requesting the same in writing, with a written statement of all unpaid common charges due from such Unit Owner in form suitable for recording. The recording of such statement with Suffolk Deeds shall operate to discharge the Unit from any lien for any other sums unpaid as of the date of such statement.

SECTION 7. *Abatement and Enjoinment of Violations by Unit Owners.* The violation of any rule or regulation adopted by the Board or the breach of any of these By-Laws, or the breach of any provisions of the Master Deed shall give the 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 8. *Maintenance and Repairs.*

- (a) All non-structural maintenance and replacement of and repairs to any Unit, ordinary or extraordinary, (other than to the Common Elements contained therein not necessitated by the negligence, misuse or neglect of the Owner of such Unit), and to the doors and windows, electrical, plumbing, heating and air-conditioning fixtures within the Unit or belonging to the Unit Owner shall be done by the Unit Owner at the Unit Owner's expense, excepting as otherwise specifically provided herein. Each Unit Owner shall be responsible for all damage to any and all other Units and/or to the Common Elements, that his failure so to do may engender. No change may be made to an exterior window or door without the prior written consent of the Board.

- (b) All maintenance, repairs and replacements to the Common Elements as defined in the Master Deed, the painting and decorating of the exterior doors and exterior window sash shall be made by the Board and shall be charged to all the Unit Owners as a common expense, excepting to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner. All structural maintenance, repairs and replacements, whether to Units or Common Elements, shall be made by the Condominium.
- (c) All non-structural maintenance, and replacement of and repairs to any storage bin or storage room which a Unit Owner has the exclusive right to use shall be performed by the Unit Owner at the Unit Owner's expense. Each Unit Owner shall be responsible for all damage to any other storage bins or storage rooms and/or to the Common Elements that his failure so to maintain or repair may engender.

SECTION 9. *Restrictions on Use of Units.* In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

- (a) No Unit shall be occupied by more than one family or more than two persons unrelated by blood or marriage.
- (b) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.
- (c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.
- (d) No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners or the Board, whichever shall have the obligation to maintain or repair such portion of the Property.
- (e) No part of the Property shall be used for any purpose except housing and the common accessory recreational purposes for which the Property was designed. Each Unit shall be used as a residence. Notwithstanding the foregoing, a Unit may be used for office purposes ("Office Use") accessory to its use as a residence, or accessory to another Unit in the Condominium which is used as a residence and with which such Office Use Unit is under substantially common ownership, as long as (x) no employee is employed in such Office Use Unit other than the Owner(s) thereof, (y) the visitation of Members of the public to such Office Use Unit shall be infrequent, and (z) there shall be no signs or name plates indicating the office use of the Office Use Unit.

- (f) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the By-Laws.
- (g) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the Building, or contents thereof, applicable for residential use, without the prior, written consent of the Board. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law.
- (h) Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows, except existing air-conditioning Units, or placed on the outside walls or doors of the Building, and no sign, awning, canopy, shutter or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window, without the prior consent of the Board.
- (i) No animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets owned by Unit Owners may be kept in Units, without the approval of the Board, but subject to protocols adopted by the Board, provided that they are not kept, bred or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon ten (10) days' written notice from the Board, following notice and hearing as set forth in Section 23 hereof. In no event shall any dog be permitted in any portion of the Common Elements, unless carried or on a leash, or in any grass or garden plot under any circumstances.
- (j) No noxious or offensive activity shall be carried on in any Unit, or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. No Unit Owner shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set or radio in his Unit between the hours of eleven o'clock P.M. and the following eight o'clock A.M. if the same shall disturb or annoy other occupants of the Building. No Unit Owner shall give vocal or instrumental instruction at any time.
- (k) Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building.

- (l) No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of a Unit or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.
- (m) Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.
- (n) All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.
- (o) The agents of the Board or the managing agent, and any contractor or workman authorized by the Board or the managing agent, may enter any room or Unit in the Building at any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.
- (p) No Unit Owner or occupant or any of his agents, household help, employees, licensees or visitors shall, at any time, bring into or keep in his Unit any flammable, combustible or explosive fluid, material, chemical or substance, except such lighting and cleaning fluids as are customarily for residential use.
- (q) If any key or keys are entrusted by a Unit Owner or occupant or by any Member of his family or by his agent, servant, employee, licensee or visitor to any employee of the Board, whether for such Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.
- (r) The Board, or its designated agent may retain a pass key to each Unit. No Unit Owner shall alter any lock or install a new lock or a knocker on any door of a Unit without the written consent of the Board. In case such consent is given, the Unit Owner shall provide the Board, or its agent, with an additional key pursuant to its right of access in the Unit.
- (s) No business, professional, commercial, political, or other signs, whether designed for profit, altruism, or otherwise which can be seen from the exterior of the Building shall be maintained or permitted on any part of the property, nor shall any "For Sale", "For Rent", or "For Lease" signs be permitted thereon.
- (t) Each Unit Owner assumes complete responsibility for the safety of himself, his family, guests, agents, servants, and employees while such persons are in his

Unit, or any other Unit, or on the common areas and facilities of the Condominium.

- (u) Unit Owners shall furnish to the Board all alarm codes for any alarm or other security device installed by the Unit Owner, the name, address and telephone number of the company servicing such alarm or device, a copy of the contract between the Unit Owner and such company, and a copy of the instructions for any such alarm or device.

SECTION 10. *Leases.*

- (a) The Unit Owners desire to maintain 250 Condominium as an owner-occupied residential community.
- (b) No Unit shall be rented, leased, let or licensed to anyone whomsoever except on an emergency basis or in the special circumstances set forth in subsection (c) of this Section 10.
- (c) Upon application by a Unit Owner, the Board may (but shall not be obligated to) decide that an emergency or special circumstances exist with respect to the Unit Owner, as the result of which the board may (but shall not be obligated to) permit the Unit Owner to let the Unit but only for a period of one (1) year. In deciding whether an emergency or special circumstances exist, the Board shall consider without being limited by the following:
  - (i) That the Unit Owner has been transferred by his employer to a new place of employment more than fifty (50) miles distant from the Condominium; or
  - (ii) That the Unit Owner has died; or
  - (iii) That the Unit Owner has divorced; or
  - (iv) That the Unit Owner has been unemployed for a period of not less than six (6) consecutive months; or
  - (v) That the let of the Unit may affect the availability of mortgage financing for other Unit Owners; or
  - (vi) That the let of the Unit may affect the salability of other Units; or
  - (vii) That due to market conditions, it is impossible or impracticable to sell the Unit.

The burden of persuasion with respect to the existence of such emergency or special circumstances shall be upon the Unit Owner desiring to let his Unit.

- (d) In the event that the Board authorizes the let of the Unit pursuant to this Section 10, the following definitions shall apply:



"Contract Occupant" shall mean the person(s) or entity(ies) who has the lawful right to occupy a Unit under the terms of an Occupancy Agreement pursuant to this Section 10.

"Occupancy Agreement" shall mean a written agreement between a Unit Owner and a Contract Occupant regarding the occupancy of a Unit pursuant to the provisions of this Section 10.

"Let" shall mean the act of entering into an Occupancy Agreement between a Unit Owner and a Contract Occupant pursuant to the provisions of this Section 10.

A Unit Owner may let his Unit in accordance with the Board's decision, but no Unit Owner shall let less than the entirety of his Unit or let his Unit for a term of other than one (1) year or let his Unit on other terms than the terms of a written Occupancy Agreement, a true and complete copy of which (and any amendments thereof executed from time to time) shall immediately be delivered by the Unit Owner to the Board.

No Contract Occupant shall assign his Occupancy Agreement or sublet the Unit or any part thereof or by any means whatsoever permit any person other than himself to occupy any portion of the Unit (except for Members of his immediate family or temporary gratuitous guests or domestic employees). No transient may be accommodated in any Unit. All Occupancy Agreements shall expressly provide that the terms and conditions thereof shall be subject in every respect to the Master Deed of the Condominium, the By-Laws of the Condominium, and the Rules and Regulations thereof, as the same have been amended most recently prior to the execution of the Occupancy Agreement. Any failure by the Contract Occupant to comply in all respects with the provisions of the Occupancy Agreement shall constitute a material default in the Occupancy Agreement, and in the event of such default, the Board shall have the following rights and remedies against both the Unit Owner and the Contract Occupant, in addition to all other rights and remedies which the Board and the Unit Owners (other than the Owner of the affected Unit) have or may in the future have, against both the Owner of the affected Unit and the Contract Occupant, all rights and remedies of the Board and the Unit Owners being deemed at all times to be cumulative and not exclusive:

- (e) The Board shall have the right to give written notice of the default to both the Contract Occupant and the Unit Owner. Said notice shall be deemed properly given if left in any part of the Unit addressed to the Contract Occupant, and mailed, postage prepaid, registered or certified mail, return receipt requested, addressed to the Owner of the Unit as such address then appears on the records of the Board, or by delivering said notice in hand, or by delivering said notice in any other manner provided by law.
- (f) If the default continues for five (5) days after the giving of said notice, then the Board shall have the right to levy fines against the Owner of the affected Unit in accordance with the provisions of Section 2(j) of Article II of the By-Laws, and terminate the tenancy by giving notice in writing to quit to the Contract

Occupant in any manner permitted by law, in the name of the landlord (Unit Owner) or in the name of the Board, or both. Seven (7) days' notice shall be sufficient. A copy of such notice to quit shall be delivered or mailed to the landlord (Unit Owner) in the manner set forth hereinabove. Thereafter, the Board may initiate and prosecute a summary process action against the Contract Occupant under the provisions of General Laws, Chapter 239, in the name of the landlord, or in the name of the Board, or both.

- (g) The Board shall be entitled to levy a fine, or fines, or give notice, or notices to quit followed by a summary process action or actions, and the Board's election to pursue any of the forgoing remedies, either at the same time, or in the event of any further default shall not be deemed to limit any of the Board's other rights and remedies at the same time, or any future time.
- (h) All of the expenses of the Board in giving notice, and notices to quit, and maintaining and pursuing summary process actions and any appeals therefrom, shall be entirely at the expense of the Owner of the affected Unit, and such costs and expenses may be enforced and collected against the Unit Owner and Unit as if the same were common expenses owed by the Unit or Unit Owner.
- (i) The Unit Owner shall make reasonable efforts, at his expense and upon his initiative to inform rental agents of the provisions of this section, and shall, at his own expense, and upon his own initiative, furnish copies of the Condominium documents to the Contract Occupant, and cause the Occupancy Agreement to be prepared in conformity with the provisions of this section.
- (j) The terms of any Occupancy Agreement shall not be extended.
- (k) A true copy of the Occupancy Agreement shall be delivered to the Board forthwith upon its execution.
- (l) The provisions of this section shall take precedence over any other section of the Occupancy Agreement.
- (m) Notwithstanding anything to the contrary herein, and notwithstanding any custom, law, or usage to the contrary, it is expressly understood and agreed that neither the Board, nor the Unit Owners, shall ever bear any personal or individual responsibility with respect to said Occupancy Agreement.
- (n) Every Occupancy Agreement shall have attached thereto, and incorporated therein by reference, a copy of this section.
- (o) Notwithstanding anything to the contrary in this Article, it is expressly understood and agreed that no landlord-tenant relationship shall be deemed to have been created between the Board and any Contract Occupant or any other Unit occupant under the provisions, or by reason of, this Article 10.

SECTION 11. *Improvements to Common Elements.*

- (a) If 50% or more but less than 75% of the Unit Owners agree to make an improvement to the Common Elements, the cost of such improvement shall be borne solely by the Unit Owners so agreeing.
- (b) 75 % or more of the Unit Owners may agree to make improvement to the Common Elements and assess the cost thereof to all Unit Owners as a common expense, but if such improvements shall cost in excess of ten percent of the then value of the Condominium, any Unit Owner not so agreeing may apply to the Suffolk County Superior Court, on such notice to the Board as the court shall direct, for an order directing the purchase of his Unit by the Board at fair market value thereof as approved by the court. The cost of any such purchase shall be a common expense.

SECTION 12. *Additions, Alterations or Improvements by Unit Owners.* No Unit Owner shall make any structural addition, alteration, or improvement in or to his Unit (including awnings, grills, and the like), without the prior written consent thereto of the Board. The Board shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board to the proposed addition, alteration or improvement. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be signed by the Board only without, however, incurring any liability on the part of the Board or any of them to any contractor, subcontractor 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.

SECTION 13. *Use of Common Elements and Facilities.* A Unit Owner shall not place or cause to be placed in the lobbies, vestibules, public halls, stairways, elevators or other Common Elements other than a storage area in which such Unit Owner has exclusive rights, any furniture, packages or objects of any kind, except (a) that by mutual agreement of all Unit Owners on a particular floor, the common lobby on that floor may be furnished at the cost and expense of all such Unit Owners. The public halls and stairways shall be used for no purpose other than for normal transit through them.

SECTION 14. *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 Board, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any conditions originating in his Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Building in which the Unit is located, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section 14, any costs for repairs shall be borne in accordance with the provisions of Section 8 of this Article.

SECTION 15. *Exclusive Use of Certain Common Elements.* The Board may grant to Unit Owners the exclusive right to use storage areas and parking spaces within the Common Elements, all in accordance with the Rules and Regulations referred to in Section 16 of this Article VI.

SECTION 16. *Rules of Conduct.* Rules and Regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board. A majority in interest of the Unit Owners may pursuant to these By-Laws rescind or amend any rule or regulation promulgated by the Board. Copies of such Rules and Regulations shall be furnished by the Board to each Unit Owner prior to the time when the same shall become effective. Initial Rules and Regulations, which shall be effective until amended by the Board are annexed hereto and made a part hereof as Schedule A.

SECTION 17. *Water Charges.* Water shall be supplied to all of the Units and the Common Elements through one or more building meters and the Board shall pay, as a common expense, all charges for water consumed on the Property, including the Units, promptly after the bills for the same have been rendered.

SECTION 18. *Gas and Electricity.* Gas or electricity, or both, as the case may be, shall be supplied by the public utility company serving the area directly to each Unit through a separate meter and each Unit Owner shall be required to pay the bills for gas and electricity consumed or used in his Unit. The gas and electricity serving the Common Elements shall be separately metered, and the Board shall pay all bills for gas and electricity consumed in such portions of the Common Elements, as a common expense.

SECTION 19. *Insurance.*

- (a) The Board shall be required to obtain and maintain, to the extent obtainable, the following insurance:
  - (i) fire with extended coverage covering other perils normally covered by the "special cause of loss form" on an "all-in" basis (the "Property Insurance"). The Property Insurance shall cover (A) the Building and all other insurable improvements forming part of the common areas and facilities, and including the heating equipment and other service machinery, apparatus, equipment and installations, and (B) including all such portions and elements of the Units, but not including, with respect to Units, any carpeting, drapes and other window treatments, furniture, furnishings, or other personal property (not constituting fixtures) owned by Unit Owners. The Property Insurance shall cover the interest of the Condominium, the Board and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to one hundred (100%) percent of current replacement cost of the Buildings, common areas and facilities, and Units, without deduction for depreciation, with loss payable to the Board, as Insurance Trustees for each Unit Owner and the holder of each Unit's mortgage. The named insured shall be "the Board of 250 Beacon Condominium, for the use and benefit of the individual Unit Owners and Unit mortgagees". The Property Insurance shall also cover all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "special cause of loss form" endorsement. The Board shall periodically obtain an independent appraisal of the full replacement value of all portions of the Building, including all of the Units (but not including the items specifically excluded in clause (B) above), and all of the common areas and facilities, without deduction for depreciation, for the

purposes of determining the amount of fire and extended coverage insurance to be effected pursuant to this Section, and the amount of such insurance shall in no event be less than the full replacement value so as determined. The Property Insurance shall provide that adjustment of loss shall be made by the Board and that the net proceeds thereof shall be payable to the Board as Insurance Trustees for each Unit Owner and the holder of each Unit's mortgage. Each Unit Owner, by accepting delivery of his Unit deed, appoints the Board as Insurance Trustees (or any Insurance Trustees or Substitute Insurance Trustees designated by the Board) as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Property Insurance shall, insofar as practicable, contain waivers of subrogation as to any claim against the Board, their agents and employees, Unit Owners, their respective employees, agents and guests, and of any defense based on invalidity arising from the acts of the insured and shall provide that the insurance will not be prejudiced by any acts or omissions of individual Unit Owners that are not under the control of the 250 Beacon Condominium Association, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all Unit Owners and mortgagees of Units, and recovery thereunder shall not be affected on account of the availability of proceeds under any policies obtained by individual Unit Owners covering their own Units and shall include a Special Condominium Endorsement (so called) or its equivalent. Agreed Amount, Inflation Guard and Construction Code endorsements shall be required to the extent available. A steam boiler and machinery coverage endorsement shall also be required, which provides that the insurers minimum liability per accident at least equals the insurance value of the Buildings housing the boiler or machinery. A certificate of insurance, showing the amount of insurance, shall, upon request, be issued to the Owners of each Unit and the original or a certificate thereof shall, upon request, be delivered to the mortgagee of each Unit. Any such insurance obtained and maintained by the Board pursuant to the provisions of this Section may have a deductible amount to be determined from time to time by the Board.

- (ii) worker's compensation insurance if the Board shall have an employee or employees.
- (iii) comprehensive general liability insurance covering all common areas and facilities, and any other areas under the supervision of the Board in such amounts and with such coverage as the Board shall from time to time determine, with an each occurrence limit of not less than one million (\$1,000,000.00) dollars and a general aggregate limit of not less than two million (\$2,000,000.00) dollars, but at least covering each Member of the Board, the managing agent or the manager, if any, and each Unit Owner

and with cross liability endorsement to cover liabilities of the Condominium to a Unit Owner, and a severability of interest provision precluding the insurer's denial of a Unit Owner's claim because of negligent acts by this Condominium or other Unit Owners. The Board shall periodically reevaluate the amount of public liability insurance to be carried by them as set forth in this paragraph to the end that the limits of such insurance shall be the greater of (x) the amounts specified in this paragraph or (y) the limits of such liability insurance as are carried by other condominium unit owners' associations in comparable condominiums in Boston, Massachusetts.

- (iv) Fidelity bonds (the "Fidelity Bonds") in blanket form for all officers, directors, Board and employees of the Condominium and all other persons handling or responsible for funds administered by the Condominium whether or not they receive compensation for their services. The total amount of fidelity bond coverage shall not be less than the estimated maximum funds, including reserve funds, in the custody of the Condominium or the management agent, as the case may be, at any given time during the term of such bond, and, in any event, the aggregate amount shall not be less than a sum equal to three (3) months' aggregate assessments on all Units plus reserve funds, or one and one-half times the insured's estimated annual operating expenses and reserves, whichever is greater. The Fidelity Bonds shall name the Condominium as an obligee and shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expression. The Fidelity Bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Condominium and to the mortgagees which are listed as scheduled holders of first mortgages in the insurance policy.
- (v) such other insurance as the Board may determine.
- (b) The cost of all such insurance obtained and maintained by the Board pursuant to the provisions of this Section 19 shall be a Common Expense of the Condominium.
- (c) All insurance obtained and maintained by the Board shall conform to applicable requirements of the Federal Home Loan Mortgage Corporation ("FHLMC") and the Federal National Mortgage Association ("FNMA") so long as FHLMC or FNMA hold one or more mortgages on Units in the Condominium or any interest therein.
- (d) Each Unit Owner shall carry insurance at his own expense for his own benefit insuring, inter alia, his carpeting, drapes and other window treatments, furniture, furnishings and other personal property owned by the Unit Owner, and personal liability, and loss assessment coverage, provided that all such policies shall contain waivers of subrogation, and further provided, that the liability of the

carriers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by a Unit Owner.

- (e) Nothing shall be done or kept in any Unit or in the common areas and facilities which will increase the rate of insurance on the Buildings or the contents thereof without the prior written consent of the Board. If the Board grant such consent, they may condition such consent upon the agreement of the Unit Owner responsible for such increase to pay the amount of such increase.

SECTION 20. *Repair or Reconstruction After Fire or Other Casualty.*

- (a) In the event of damage to or destruction of the common areas and facilities as a result of fire or other casualty (unless Subsection (f) of this Section is applicable), or, in the event of damage to or destruction of any Unit as a result of fire or other casualty, whether or not the common areas and facilities have been damaged or destroyed (unless Subsection (f) of this Section is applicable), the Board 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 Board as insurance trustees, on account of any casualty shall be dedicated first to the repair or restoration of the loss, and any application of said proceeds by the Board on account thereof shall be prior to the application of such proceeds for any other purposes.
- (b) In the event the insurance proceeds are not sufficient to cover the cost of repairs to the common areas and facilities and the Units, the proceeds will be first allocated to the cost of repairs to the common areas and facilities and the balance, if any, to the cost of repairs to the Units in proportion to the cost of all repairs to the respective Units as determined by the insurer or by independent appraisal. To the extent the proceeds allocated as aforesaid are insufficient to cover the cost of repairs to the common areas and facilities, the balance of the cost of such repairs will be assessed against all Unit Owners as a Common Expense. To the extent the proceeds allocated as aforesaid are insufficient to cover the cost of repairs to the Units, the balance of the cost of such repairs to each Unit will be assessed against all Unit Owners as a Common Expense.
- (c) Whenever the estimated cost of repair or restoration exceeds, as to any one casualty or occurrence, on the basis of an independent appraisal, the sum of twenty-five thousand (\$25,000.00) dollars, then the 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 Board or an employee or agent of any of the Board, or the manager, if any, or any employee or agent of such manager, to supervise the work of repair or restoration and no sums shall be paid by the Board on account of such repair or restoration except upon certification to them 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 un-disbursed proceeds of insurance as augmented by funds obtained by any assessment or assessments levied or chargeable to the Unit Owners as a Common Expense.

- (d) The Board may perform emergency work essential to the preservation and safety of the Condominium, including all parts of the Building and the common areas and facilities and the Units, or the safety of persons, or required to avoid the suspension of any essential service to the Condominium, including all parts of the Building and the common areas and facilities and the Units, without having first engaged an architect or engineer, adjusted the loss or obtained proceeds of insurance.
- (e) Subject always to the prior rights of the Unit Mortgagees, if there shall have been a repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be added to the Condominium's reserve fund, or, at the option of the Board, divided among all the Unit Owners in proportion to their respective interests in the common areas and facilities.
- (f) Notwithstanding the foregoing, if, as a result of fire or other casualty, the loss exceeds ten (10%) percent of the value of the Condominium, including all parts of the Buildings and the common areas and facilities and the Units prior to the casualty, and:
  - (i) if seventy-five (75%) percent of the Unit Owners do not agree within one hundred twenty (120) days after the date of the casualty to proceed with repair or restoration, the Condominium, including all Units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. Subject always to the prior rights of the Unit Mortgagees, the net proceeds of the partition sale together with any common funds shall be divided in proportion to the Unit Owners' respective undivided ownership in the common areas and facilities. Upon such sale, the Condominium shall be deemed removed from the provisions of the Act.
  - (ii) if seventy-five (75%) percent of the Unit Owners agree to proceed with the necessary repair or restoration, the cost of the rebuilding of the Condominium, in excess of any available common funds including the proceeds of any insurance, shall be a common expense, provided, however, that if such excess cost exceeds ten (10%) percent of the value of the Condominium including all parts of the Buildings and the common areas and facilities and the Units, prior to the casualty, any Unit Owner who did not so agree may apply to the Superior Court of Suffolk County on such notice to the Board and Unit Owners as the Court shall direct, for an order directing the purchase of his Unit by the Board at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a Common Expense.



SECTION 21. *Examination of Books.* Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days.

SECTION 22. *Negligence or Willful Action of a Unit Owner.* Any Unit Owner whose willful act or negligence results in physical damage to another Unit or to the Common Elements shall be liable for the cost of any repairs occasioned by his willful act or negligence, and the cost of such repairs shall be enforceable as a lien on his Unit in accordance with the provisions of Section 6 of Chapter 183A of the General Laws of Massachusetts

## ARTICLE VII

### *Mortgages*

Notwithstanding anything to the contrary contained herein:

SECTION 1. *Notice to Mortgagees.* To the full extent the same may be effective under applicable provisions of the Act, the Board, by the execution and delivery of this instrument, hereby notify all Unit Owners and all Unit mortgagees that, until further written notice to the contrary, the Condominium hereby created shall be known as and named the “250 Beacon Condominium” and shall have a mailing address as set forth in Section (i) of the Master Deed. In accordance with the requirements of Section 4 of the Act, the Board will notify each listed first mortgagee (as defined in the next paragraph) of the foregoing (and of any changes therein). All notices sent or required under the provisions hereof or the provisions of the Act to be sent to the Condominium shall be sent to it at the foregoing address, as the same may be changed by notice from time to time in accordance with the foregoing and the requirements of the Act.

The Board, whenever so requested by a first mortgagee of a Unit (a “listed first mortgagee”) shall promptly provide to such mortgagee in accordance with such request a written notification of:

- (a) any then unpaid common charges due from, or any other default by, the Unit Owner of the mortgaged Unit if any such default is not cured within sixty (60) days of notice of the same to the Unit Owner;
- (b) any condemnation loss or any casualty loss that affects a material portion of the Condominium or any Unit on which there is a first mortgage held by such mortgagee;
- (c) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Board;
- (d) any proposed action that, under the provisions of this instrument or of said Chapter 183A, would expressly require the prior written consent or approval of a specified percentage of listed first mortgagees or of such mortgagee in particular.

- (i) All taxes, assessments and charges that may become liens prior to a first mortgage on a Unit under local law shall relate only to the individual Units and not to the Condominium as a whole; and any lien in favor of the Board for common expense assessments or other charges against any Unit shall be subordinated to the lien of any first mortgage encumbering such Unit, except to the extent of the limited priority lien provided for (and subject to the applicable limitations and conditions set forth) in Section 6 of Chapter 183A.
- (ii) No Unit Owner or any other party shall have a priority over any rights of the first mortgagee of a 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 Units and/or common areas and facilities.

SECTION 2. *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 first mortgagee, and the Board shall be bound by any such assignment or transfer upon notice in writing to the Board by such listed first mortgagee setting forth the terms of such assignment.

## *ARTICLE VIII*

### *Sales of Units*

SECTION 1. *Sales.* No Unit Owner may sell his Unit, or any interest therein, except by complying with the following provisions:

Any Unit Owner who receives a bona fide offer for the sale of his Unit together with: (i) the undivided interest in the Common Elements appurtenant thereto; (ii) the exclusive right of such Unit Owner to use any parking space or spaces and any storage cubicle; (iii) the interest of such Unit Owner in any Unit theretofore acquired by the Board, or its designee, on behalf of all Unit Owners, or the proceeds of the sale thereof, if any; and (iv) the interest of such Unit Owner in any other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests") (hereinafter called an "Outside Offer" and the party making any such offer is hereinafter called an "Outside Offeror") which he intends to accept shall give notice to the Board of such Outside Offer and of such intention, the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Board may reasonably require, and shall offer to sell such Unit, together with the Appurtenant Interests to the Board, or its designee, corporate or otherwise, on behalf of the Owners of all other Units, on the same terms and conditions as contained in such Outside Offer. The giving of such notice shall constitute a warranty and representation by the Unit Owner who has received such offer to the Board on behalf of all other Unit Owners that such Unit Owner believes the Outside Offer to be bona fide in all respects. Within twenty (20) days after receipt of such notice, the Board may elect, by notice to such Unit Owner, by certified or registered mail, to purchase such Unit, together with the Appurtenant Interests on the same terms and conditions as contained in such Outside Offer as stated in the notice from the offering Unit Owner. In the event the Board shall elect to purchase such Unit together with the Appurtenant Interests, title

shall close at the office of the attorneys for the Condominium in accordance with the terms of the Outside Offer within forty-five (45) days after the giving of notice by the Board of its election to accept such offer. If there is an outstanding mortgage on the Unit in question, the Board shall have the option to assume said mortgage, provided such assumption is not barred by the terms set forth in such mortgage instrument by the mortgagee. At the closing, the Unit Owner shall convey the same to the Board by deed in the form required by Section 9 of Massachusetts General Laws, Chapter 183A, with all tax and/or documentary stamps affixed, and shall pay all other taxes arising out of such sale. In the event the Board shall fail to accept such offer within twenty (20) days after the receipt of notice, as aforesaid, the offering Unit Owner shall be free to contract to sell such Unit, together with the Appurtenant Interests within sixty (60) days after the expiration of the period in which the Board might have accepted such offer, to the Outside Offeror, on the terms and conditions set forth in the notice from the offering Unit Owner to the Board of such Outside Offer. Any such deed to an Outside Offeror shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Master Deed, the By-Laws and the Rules and Regulations, as the same may be amended from time to time. In the event the offering Unit Owner shall not, within such sixty (60) day period, contract to sell such Unit, together with the Appurtenant Interests, to the Outside Offeror on the terms and conditions contained in the Outside Offer, or if the Unit Owner shall so contract to sell within such sixty (60) day period, but such sale shall not be consummated pursuant to the terms of such contract, then should such offering Unit Owner thereafter elect to sell such Unit, together with the Appurtenant Interests, to the same or another Outside Offeror the same or other terms and conditions, the offering Unit Owner shall be required to again comply with all of the terms and provisions of this Section 1 of this Article VIII.

The rights of the Board set forth in the foregoing paragraph shall not be exercised so as to restrict alienation, conveyance, sale, purchase and occupancy of Units for any reason set forth in Section 1 of Article XII.

Any purported sale of a Unit in violation of this Section shall be voidable at the election of the Board.

**SECTION 2. *Consent of Unit Owners to Purchase Units by the Board.*** The Board shall not exercise any option hereinabove set forth to purchase any Unit without the prior approval of a majority in interest of the Unit Owners present and voting at a meeting at which a quorum is present. For the purposes of this Section, the vote of the Unit Owner of the Unit which is the subject of such vote shall not be counted.

**SECTION 3. *No Severance of Ownership.*** No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging, title to his Unit without including, therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including, all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

SECTION 4. *Release by Board of Right of First Refusal.* The right of first refusal contained in Section 1 of this Article VIII may be released or waived by the Board as to any specific proposed sale or lease, in which event the Unit, together with the Appurtenant Interests, may be sold, conveyed, or leased, as so proposed free and clear of the provisions of such section.

SECTION 5. *Certificate of Termination of Right of First Refusal.* A certificate, executed and acknowledged by the Clerk of the Condominium, stating that the provisions of Section 1 of this Article VIII have been met by a Unit Owner, or have been duly waived by the Board, and that the rights of the Board thereunder have terminated, shall be conclusive upon the Board and the Unit Owners in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Unit Owner who has in fact complied with the provisions of Section 1 of this Article VIII or in respect to whom the provisions of such section have been waived, upon request, at a reasonable fee, not to exceed twenty (\$20) dollars.

SECTION 6. *Financing of Purchase of Units by Board.* Acquisition of Units by the Board may be made from the working capital and common charges in the hands of the Board, or if such funds are insufficient, the Board may levy an assessment against each Unit Owner in proportion to his ownership in the Common Elements, as a common charge, which assessment shall be enforceable in the same manner as provided in Sections 4 and 5 of Article VI, or the Board, in its discretion, may borrow money to finance the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be acquired by the Board.

SECTION 7. *Exceptions.* The provisions of Section 1 of this Article VIII shall not apply with respect to any sale, conveyance, gift or devise by a Unit Owner of his Unit, together with the Appurtenant interests, to his spouse or to any of his children or to his parent or parents or to his brothers or sisters, or any one or more of them, or to a trust or similar entity or quasi-entity for the benefit of any of the foregoing persons, or to the acquisition or to the sale of a Unit, together with the Appurtenant Interests, by the holder of a mortgage permitted by the provisions of these By-Laws who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure. However, the provisions of this section shall apply with respect to any purchaser of such Unit from such holder and with respect to any party acquiring a Unit through a sale, conveyance, gift or devise as aforesaid.

SECTION 8. *Waiver of Right of Partition with Respect to Such Units as Are Acquired by the Board.* In the event that a Unit shall be acquired by the Board all Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

SECTION 9. *Payment of Assessments.* No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Board all unpaid common charges theretofore assessed by the Board against his Unit and until he shall have satisfied all unpaid liens against such Unit, except the lien of a mortgage.

## ARTICLE IX

### *Condemnation*

SECTION 1. *Condemnation.* If more than ten percent in value of the Condominium is taken under the power of eminent domain, the taking shall be treated as a "casualty loss", and the provisions of Section 17 of Chapter 183A of Massachusetts General Laws and Section 19 of Article VI of these By-Laws shall apply. Where one or more Units have been substantially altered or rendered uninhabitable as a result of a partial taking, and the Unit Owners vote to restore and continue the Condominium pursuant to Section 17 of said Chapter 183A, the Board shall have the authority to acquire the remaining portions of such Units for such price as the Board shall determine, provided that any Unit Owner of such remaining portion who does not agree with such determination may apply to the Superior Court of Suffolk County on such notice to the Board as the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court. Where as a result of a partial taking any Unit is decreased in size or where the number of Units is decreased by a partial taking, then the Board may make such provision for realignment of the percentage interests in the Common Elements as shall be just and equitable.

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

## ARTICLE X

### *Records*

SECTION 1. *Records and Audits.* The Board shall keep detailed records of the actions of the Board, minutes of the meetings of the Board, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium, 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 amounts paid thereon, and the balance remaining unpaid. An annual report of the receipts and expenditures of the Condominium, shall be rendered by the Board to all Unit Owners promptly after the end of each fiscal year. Copies of the Master Deed, these By-Laws, Rules and Regulations and floor plans of the Buildings and Units, as the same may be amended from time to time, shall be maintained at the office of the Board and shall be available for inspection by Unit Owners, their authorized agents and Mortgagees during reasonable business hours.

## ARTICLE XI

### Work

In the event that at any time or from time to time a Unit Owner wishes to perform any work in his Unit, the following procedure shall apply:

SECTION 1. *Definitions.* "Cosmetic Work" shall mean and shall be limited to painting, carpets, replacement of appliances, tiling and installation of wallpaper of a nature that will involve no excessive noise, odor, vibration or dust. "Excessive noise, odor, vibration or dust" shall mean noise, odor, vibration or dust which is likely to annoy or inconvenience any Unit Owner or occupant.

- (a) "Renovation Work" shall mean work of any nature or description more intensive than Cosmetic Work.
- (b) "Prohibited Work" shall mean work (w) other than on the interior of the Unit, (x) which has the potential to affect the structure, plumbing stacks, heating, ventilating and air conditioning risers, utility chases or risers, or other mechanical or electrical risers, stacks or chases, or acoustical treatments of the Building, or (y) which has the potential to affect any portion of the Building or its systems other than the interior of the Unit.

SECTION 2. *Prohibited Work.* No Prohibited Work shall be performed by or at the behest of any Unit Owner.

SECTION 3. *Cosmetic Work.* A Unit Owner may conduct Cosmetic Work by notifying the Management Company one week in advance. Such work is subject to the relevant provisions of the By-Laws given below.

SECTION 4. *Renovation Work.* In the case of Renovation Work, the Unit Owner shall send written notice to the Board of his intention to perform the Renovation Work, and such notice shall be accompanied by a detailed narrative description of the Renovation Work. In addition, with respect to work involving structural changes and/or demolition, such notice shall also be accompanied by (a) drawings of the Renovation Work, sufficient, in the judgment of the Board to explain the Renovation Work in detail, showing the Renovation Work which the Unit Owner proposes to perform, and (b) a written agreement under which the Unit Owner obligates himself to the other Unit Owners and to the Board to proceed expeditiously with the Renovation Work according to such plan, in a first-class workmanlike manner, and that the Renovation Work shall not in any manner impair the structural integrity of the Building or fall within the definition of Prohibited Work and that all bills for labor and materials will be promptly paid by the Unit Owner, and that the Unit Owner will indemnify the other Unit Owners and the Board against any liens for labor or materials in connection with the Renovation Work, and that the Unit Owner shall pay for all costs of the Renovation Work, and the reasonable fees of any Architect or Engineer which the Board may engage to advise them as to any aspect of the Renovation Work (the Board may, but shall not be obligated to engage an Architect or Engineer to so advise them) and any other reasonable expenses of the Board arising from the Unit Owner's activities under the provisions of this section, and in which the Unit Owner agrees to be strictly bound by the provisions of this Section and any additional requirements which the Board impose with respect to the work, and (c) a deposit (the

"Deposit") deposited with the Board (for the purposes set forth in Section 6 hereof) in an amount equal to the greater of five (5%) percent of the value of the contemplated work or (\$1,000) dollars.

SECTION 5. *Commencement of Work.* No Renovation Work shall commence unless and until the Board shall have assented thereto in writing. The Board may withhold their consent for the reason that the Renovation Work is likely, in the sole judgment of the Board, to create noise, vibration, dust, or odor which will disturb other Unit Owners and occupants, and/or impair the structural integrity of the Building, or fall within the definition of Prohibited Work, but for no other reasons. Following such consent, the Unit Owner shall secure all necessary permits prior to the commencement of the Renovation Work. The Cosmetic Work or the Renovation Work, as the case may be, shall be performed in such manner as to minimize noise, vibration, dust, odor or disturbance to other Unit Owners and occupants.

SECTION 6. *Stoppage of Work.* The Board shall have the right at any time and from time to time to order the Unit Owner performing the Cosmetic Work or the Renovation Work to immediately cease such work, if in the sole judgment of the Board the work has created, or is about to create, noise, vibration, dust, or odor which will disturb other Unit Owners and occupants, and/or, in the case of Renovation Work, has or is about to impair the structural integrity of the Building or falls within the definition of Prohibited Work. Such work stoppage order may be communicated to the Unit Owner in any manner the Board deems appropriate under the circumstances, and posting such order on or near the door to the Unit Owner's Unit, or communicating such order to any contractor or worker performing work on behalf of the Unit Owner shall be sufficient. In such cases, the Unit Owner shall cease work forthwith. Any order to stop work by the Board under the provisions of this Section shall be effective notwithstanding (a) the Unit Owner's possession of a building permit for the work and (b) that such stoppage would inconvenience the Unit Owner or cause the Unit Owner to suffer a financial loss and/or (c) that the Board previously waived any or all of the provisions of this section under the provisions of paragraph 9 hereof.

SECTION 7. *Violations of this Section; Disturbance.* In the event that the work causes vibration, dust, noise or odor, or the Unit Owner is in violation of a provision of this Section, the Board shall have the right at any time and from time to time to order the work to cease as set forth above, to impose a fine against the Unit Owner and the Unit in the amount of one hundred (\$100.00) dollars per day for each day the violation continues (notwithstanding any contrary provision in these By-Laws or in the Master Deed), to remediate the problem at the expense of the Unit Owner, to apply for injunctive relief, and/or to exercise any other right or remedy available to the Board. The Board may apply the Deposit to the payment of such fine, the cost of clean-up, remediation of problems caused by the work, and the expenses of the Board in administering this Section, but the liability of the Unit Owner shall not be limited to the amount of the Deposit. The Unit Owner shall be liable for all costs incurred by the Board in administering this Section, including but not limited to remediation costs, and legal fees and disbursements of counsel representing the Board, whether any violation by the Unit Owner is established or whether litigation ensues.

SECTION 8. *Completion.* At the completion of the Renovation Work, the Unit Owner shall notify the Board, in writing, that the Renovation Work has been completed in all respects and that all bills for labor and materials in connection therewith have been paid in full and that the performance of the Renovation Work has not impaired the structural integrity of the Building or fallen within the definition of Prohibited Work. The Deposit, less any amount

applied by the Board under the provisions of this Section, shall be refunded to the Unit Owner after the work has been completed and the Board have received the above-mentioned notification of completion.

SECTION 9. *Waiver.* If the Renovation Work contemplated by the Unit Owner is of such a minor nature that the Board believes that it will involve no excessive noise, odor, vibration or dust, the Board may, at their discretion, waive any or all of the provisions of this By-Law, provided that if, in fact, the work involves excessive noise, odor, vibration or dust, the Board shall have the right to subsequently re-impose any or all of the provisions hereof.

SECTION 10. *Binding Obligation.* Each present and future Unit Owner, by accepting delivery of his Unit Deed, shall be deemed to have expressly assented to the provisions of this Section of these By-Laws.

## ARTICLE XII

### *Miscellaneous*

SECTION 1. Notwithstanding anything to the contrary herein, no provision of the Master Deed or the By-Laws or Rules and Regulations now or hereafter adopted or promulgated shall ever be deemed to prevent, restrict, discourage, or hinder in any manner whatsoever the alienation, conveyance, mortgage, purchase, sale, use, or occupancy of Units or any negotiations in connection therewith because of race, religion, creed, color, national origin, sex, sexual orientation, age, ancestry, marital status, status as a veteran or Member of the armed services or any ethnic group, blindness, or by reason of the fact that children will occupy such Unit, receipt of public assistance, or, in addition to the foregoing, by any reason whatsoever prohibited by any federal, state or municipal law.

SECTION 2. *Right to Notice and Hearing.*

- (a) Whenever these By-Laws require that an action be taken after "Notice and Hearing", the following procedure shall be observed: All hearings shall be conducted by at least a majority of the Board. The Board shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing, or both, subject to reasonable rules of procedure established by the Board to assure a prompt and orderly resolution of the issues. The affected person shall have the right to question the Board and any witnesses with respect to the subject matter of the hearing. If the hearing involves an alleged breach, by the affected person, of any of the provisions of the Master Deed or the By-Laws and Rules and Regulations, or any Unit deed, the affected person shall be informed, with specificity, of the exact nature of the violation, and of the provision which he or she has allegedly violated, and the affected person shall have the right to question any witness to such alleged violation. The Board need not comply with the strict legal rules of evidence observed by courts, but they shall consider only such evidence as reasonable people customarily consider in making



important decisions. Nothing herein shall be deemed to limit the right of the Board, the affected person, or any Unit Owners or occupants affected to bring legal action with respect to the subject matter of any hearing, or any decision of the Board.

- (b) When the subject matter of the hearing is Section 5 of Article II, the reference to the Board as the body conducting the hearing shall be deemed to mean Unit Owners entitled to at least fifty-one (51%) percent of the beneficial interest.

SECTION 3. *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 4. *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 5. *Gender.* The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

SECTION 6. *Waiver.* No restriction, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

SECTION 7. *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 XIII

#### *Amendments to By-Laws*

SECTION 1. *Amendments to By-Laws.* These By-Laws may be modified or amended by the vote of 75 % (or if such modification or amendment affects a provision then requiring a larger percentage, such larger percentage) in common interest of all Unit Owners at a meeting of Unit Owners duly held for such purpose.

### ARTICLE XIV

#### *Conflicts*

SECTION 1. *Conflicts.* These By-Laws are set forth to comply with the requirements of Chapter 183A of Massachusetts General Laws and the Master Deed recorded in the Suffolk Registry District of the Land Court as it may be amended. In case any of these By-Laws conflict with the provisions of said statute or the Master Deed, the provisions of said statute or of the Master Deed, as the case may be, shall control.



# 250 BEACON CONDOMINIUM MASTER DEED

250 BEACON STREET COMPANY, a Massachusetts corporation having its principal place of business in Boston, Massachusetts (hereinafter referred to as "Sponsor") being the sole owner of the land on Beacon Street, Boston, Suffolk County, Massachusetts, described in Paragraph 1 below, does hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter called the "Property"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and does hereby state that it proposes to create, and does hereby create, with respect to the Property a condominium to be governed by and subject to the provisions of said Chapter 183A.

*1. Description of Land.* That certain parcel of land situate in Boston, in the County of Suffolk and Commonwealth of Massachusetts, bounded and described as follows:

- |           |   |
|-----------|---|
| SOUTHERLY | by the northerly line of Beacon Street forty-eight (48) feet;   |
| WESTERLY  | by land now or formerly of Evelyn L. Converse the line running in part through a twelve inch brick wall and by a line crossing Back Street one hundred eighty (180) feet; |
| NORTHERLY | by flats of the Commonwealth of Massachusetts in Charles River twenty-eight (28) feet;  |
| EASTERLY  | by a line crossing said Back Street thirty (30) feet;   |
| NORTHERLY | by said Back Street twenty (20) feet; and   |
| EASTERLY  | by land now or formerly of Edwin W. Preston Trustee, the line running in part through a twelve inch brick wall one hundred fifty (150) feet.                              |

All of said boundaries are determined by the Land Court to be located as shown on a plan drawn by Aspinwall and Lincoln, Civil Engineers, dated February 12, 1931, as modified and approved by the Land Court, filed in the Land Registration Office as plan' No. 14629-A, a copy of a portion of which is filed with certificate of title No. 30072.

So much of the above described land as is included within the limits of said Back Street is subject to the provisions in regard thereto, as set forth in a deed given by Alida Livingston Borland to Frederic Amory, dated February 18, 1886, duly recorded in Book 1712, Page 507, and in an indenture between Boston and Roxbury Mill Corporation and Samuel Frothingham et al, dated December 21, 1869, duly record in Book 1023, Page 171, and to the rights of the City of Boston to maintain and operate a sewer therein.

The above described land is subject to and has the benefit of two party-wall agreements, one made between Mary Endicott West and Frederic Amory, dated January 10, 1887, duly recorded in Book 1758, Page 43, covering the wall on the easterly side, and the other between William W. Cherney et al, Trustees and Evelyn Lee Converse et al, dated November 9, 1925, duly recorded in Book 4740, Page 468, covering the wall on the westerly side.

The above described land is subject to three orders of taking by the Commonwealth of Massachusetts, the first dated September 7, 1950 and filed for registration as Document No. 193709, the second dated July 12, 1951 and filed for registration as Document No. 197542, and the third dated May 26, 1955 and filed for registration as Document No. 217880.

*2. Description of Building.* The building on said land is a ten-story elevatored structure containing 21 apartment units and is constructed primarily of structural steel with brick and concrete facade.

*3. Description of Units.* The designation of each Unit, a statement of its location, approximate area, number of rooms, and immediate common area to which it has access, and its proportionate interest in the common areas and facilities are set forth on Schedule A attached hereto and made a part hereof.

### Definition of Units

Boundaries: The boundaries of each of the Units are as follows:

- (i) Floors: The upper surface of the concrete subfloors;
- (ii) Ceilings: The lower surface of the concrete floor or roof above;
- (iii) Exterior Walls: The interior surface of the brick exterior;
- (iv) Interior Walls between Units and Common Areas and Facilities: The interior surface of the exposed plaster surface, i.e., where the plaster meets the brick;
- (v) Entrance doors: The exterior surface thereof.

Windows and Doors: A Unit includes the entire window, but not the storm window. The Unit Owner shall be responsible for the maintenance, repair and replacement of all window frames and sashes.

Pipe Chases, Shafts or Other Enclosures: All enclosures concealing pipes (including but not limited to heating elements and valves), wires, or conduits within a Unit are part of that Unit, but the pipes, wires or conduits within such pipe chase, shaft or other enclosure which serve more than one Unit are a part of the common areas and facilities.

Fireplaces, Chimneys, and Flues: A fireplace, if any, and the flue serving such fireplace is a part of the Unit served by such chimney and flue. The chimney containing the flue is a part of the common areas and facilities.

4. *Description of the Common Areas and Facilities.* The common areas and facilities of the Condominium (hereinafter the "Common Elements") consist of the entire Property, including all parts of the building and improvements thereon other than the Units and include, without limitation, the following:

(a) The Land on which the building is erected;

(b) All foundations, columns, girders, beams, supports, those portions of the exterior walls beyond the exposed face of the dry wall, those portions of the walls and partitions dividing the Units from corridors, stairs and storage areas located beyond the exposed face of the dry wall enclosing the Unit, the concrete floors, those portions of the ceilings of Units from the exposed face of the ceiling to the upper face of the concrete floor of the Unit or roof above, and roofs, elevators, lobbies, public stairs and entrances and exits to the building;

(c) All land, lawns, parking area and other improved or unimproved areas not within the Units, provided however that some Unit Owners may have an easement for the exclusive use of one surface parking space as designated by the Board of Managers of the Condominium, or, as an alternative to an easement, the Board of Managers of the Condominium may grant licenses for the exclusive use of surface parking spaces, by such method as the Board of Managers shall decide, including payment to the Condominium Association in exchange for such easement or license;

(d) All installations outside the Units for services such as power, light, telephone and water; (e) All sewer and drainage pipes;

(f) All storage rooms located outside of the Units, provided, however, that each Unit Owner shall have an easement for the exclusive use of one storage cubicle to be designated in his Unit Deed;

(g) All other apparatus and installations existing in the building for common use or necessary or convenient to the existence, maintenance or safety of the Building;

(h) All other items listed as such in Massachusetts General Laws, Chapter 183A and located on the Property.

5. *Floor Plans.* Simultaneously with the recording hereof there has been recorded a set of the floor plans of the Building, showing the layout, unit numbers and dimensions of the Units, stating the name of the Building, and bearing the verified statement of a registered architect certifying that the plans fully and accurately depict the layout, location, unit numbers and dimensions of the units as built and in existence on August 18, 1972.

6. *Use of the Units.* The Building and each of the units are intended only for residential purposes. No use may be made of any Unit except as a residence for the Owner thereof or his permitted lessees and the members of their immediate families or two persons unrelated by blood or marriage, and no Unit or any portion thereof may be used as an office whether or not accessory to such residential use.

7. *Amendment of Master Deed.* Except as otherwise provided by law, this Deed may be amended by the vote of at least 75% in common interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or in lieu of such a vote, any amendment may be approved in writing by 75% in common interest of all Unit Owners.

8. *Name of Condominium.* The Condominium is to be known as 250 BEACON CONDOMINIUM. An unincorporated association of Unit Owners through which the Unit Owners will manage and regulate the Condominium has been formed and has enacted By-Laws pursuant to said Chapter 183A. The name of the association is "250 BEACON CONDOMINIUM ASSOCIATION". The names of the Board of Managers of said association, and their respective terms of office, are ....

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

*10. Encroachments.* If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) settling of the Building, or (b) alteration or repair to the Common Elements made by or with the consent of the Board of Managers, or (c) as a result of repair or restoration of the Building or a Unit after damage by fire or other casualty, or (d) 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 Building stands.

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

*12. Acquisition of Units by Board of Managers.* In the event (a) any Unit Owner shall surrender his Unit, together with: (i) the undivided interest in the Common Elements appurtenant thereto; (ii) the interest of such Unit Owner in any other Units acquired by the Board of Managers or its designee on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such Unit Owner in any other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests"); (b) the Board of Managers shall purchase from any Unit Owner, who has elected to sell the same, a Unit, together with the Appurtenant Interests, pursuant to Section 1 of Article VIII of the By-Laws; (c) the Board of Managers shall purchase, at a foreclosure or other judicial sale, a Unit, together with the Appurtenant Interests; or (d) the Board of Managers shall purchase a Unit, together with the Appurtenant Interests, for use by a resident manager, then in any of such events title to any such Unit, together with the Appurtenant Interests, shall be acquired and held by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners. The lease covering any Unit leased by the Board of Managers, or its designee, corporate or otherwise, shall be held by the Board of Managers, or its designee, on behalf of all Unit Owners, in proportion to their respective common interests.

*13. Units Subject to Master Deed, Unit Deed, By-laws and Rules and Regulations.* All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Unit Deed, the By-Laws and the Rules and Regulations, as they may be amended from time to time, and the items affecting the title to the Property as set forth in Paragraph 1 above. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of this Master Deed, the Unit Deed, the By-Laws and the Rules and Regulations, as they may be amended from time to time, and the said items affecting title to the Property are accepted and ratified by such owner, tenant, visitor, 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 or lease thereof, and (b) a violation of the provisions of this Master Deed, the Unit Deed, By-Laws or Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the condominium Unit Owner.

*14. Invalidity.* The invalidity of any provisions 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 provisions had never been included herein.

*15. 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.

*16. 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 provision hereof.

*17. 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 stated above conflict with the provisions of said statute, the provisions of said statute shall control.

**Schedule A of Master Deed**  
**Description of Units**

DESIGNATION OF UNIT	STATEMENT OF LOCATION	APPROXIMATE AREA IN SQUARE FEET	IMMEDIATE COMMON AREA TO WHICH IT HAS ACCESS	PROPORTIONATE INTEREST IN COMMON AREAS AND FACILITIES
1A	Ground Floor Beacon St. side (West)	741	Ground Floor Lobby	.0249
1B	Ground Floor Beacon St. side (East)	505	Ground Floor Lobby	.0167
2	Ground Floor Charles River side	2,075	Ground Floor Lobby	.0416
3	Second Floor Beacon St. side	2,075	Second Floor Lobby	.0416
4	Second Floor Charles River side	2,075	Second Floor Lobby	.0474
5	Third Floor Beacon St. side	2,075	Third Floor Lobby	.0449
6	Third Floor Charles River side	2,075	Third Floor Lobby	.0490
7	Fourth Floor Beacon St. side	2,075	Fourth Floor Lobby	.0466
8	Fourth Floor Charles River side	2,075	Fourth Floor Lobby	.0499
9	Fifth Floor Beacon St. side	2,075	Fifth Floor Lobby	.0474
10	Fifth Floor Charles River side	2,075	Fifth Floor Lobby	.0524
11	Sixth Floor Beacon St. side	2,075	Sixth Floor Lobby	.0474
12	Sixth Floor Charles River side	2,075	Sixth Floor Lobby	.0540
14	Seventh Floor Beacon St. side	2,075	Seventh Floor Lobby	.0482
15	Seventh Floor Charles River side	2,075	Seventh Floor Lobby	.0557
16	Eighth Floor Beacon St. side	2,075	Eighth Floor Lobby	.0499
17	Eighth Floor Charles River- side	2,075	Eighth Floor Lobby	.0582
18	Ninth Floor Beacon St. side	2,075	Ninth Floor Lobby	.0499
19	Ninth Floor Charles River side	2,075	Ninth Floor Lobby	.0605
20	Tenth Floor Beacon St. side	2,075	Tenth Floor Lobby	.0515
21	Tenth Floor Charles River side	2,075	Tenth Floor Lobby	.0623

# **250 BEACON CONDOMINIUM**

## **RULES AND REGULATIONS**

### **Schedule A of By-Laws**

#### **General Rules**

1. Except in storage areas designated as such by the Board of Managers (the "Board") there shall be no parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs, on any part of the Common Elements. Storage by Unit Owners in areas designated by the Board shall be at the Unit Owner's risk.
2. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board. Unit Owners sharing a common floor may, upon the approval of the Board, paint or otherwise alter the Common Element hallway running between the two Units.
3. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board.
4. No garbage cans shall be placed in the halls or on the staircase landings, nor shall any rugs or mops be shaken or hung from or on any of the windows or doors.
5. No washing of automobiles shall take place on any of the property, nor shall the parking spaces be used for any purpose other than to park automobiles excluding specifically trucks, commercial vehicles, trailers and boats.
6. The Superintendent is an employee of the Management Company and receives his instructions solely from them. His on-duty hours are Monday through Friday 7:45 a.m. to 4:30 p.m. and such time as necessary Saturday and Sunday for mail and paper deliveries and trash removal. No Unit Owner or Tenant shall ask the Superintendent to perform any private business during his on-duty hours. However, at the Superintendent's sole discretion, he may be hired for compensation for private business during off-duty hours.
7. Unit Owners should secure trash in a garbage bag and leave it in the hallway outside the Unit's back door. The Superintendent will pick up trash twice a day, Monday through Friday, at 8:00 a.m. and again at 6:00 p.m. Trash will be picked up on Saturday at 8 a.m. and 12 p.m. and Sundays at 8 a.m. Residents are to put out their trash no earlier than 1 hour prior to the scheduled pick up. The Superintendent will remove the trash from the hallway and will supply Unit Owners with trash bags. No trash is to be left in the common area overnight. Residents should contact the Superintendent in the event a special, unscheduled pick up is necessary.
8. All moves must take place weekdays from 9:00 a.m. to 5:00 p.m. The Management Company must be provided with a 7-day advance notice of the scheduled move date and time. A \$1,000 refundable moving deposit payable to the 250 Beacon Condominium must accompany the 7-day advance notification. All damage or destruction to the common areas caused by the move will be repaired by the at the Unit Owner's expense. During the move, the doors to the building must be attended at all times while open. Failure to comply with these rules will result in a \$250 fine.

## **Rules Regarding Work on Units**

A Unit Owner must obtain the consent of the Board of Managers before doing renovation work (work that is not merely cosmetic).

Work may not begin before 8:00 a.m. and must end by 5:00 p.m.

Without the prior consent of the Board, no work is permitted on weekends or holidays.

The Unit Owner must notify the Superintendent of the daily work schedule and which workers will be in the building each day.

Disposal of construction debris is the responsibility of the Unit Owner, and debris must not be included with building trash.

Workers are forbidden to use any drains within the building for disposing of cement, plaster, paint, oil or other materials.

Any necessary interruption in water service must be coordinated with the Superintendent in advance and scheduled after 10:00 a.m.

Main doors into the building must never be propped open and left unattended. Workers should never let anyone they do not recognize into the building.

The Unit Owner is responsible for keeping common areas clean.

All halls and stairways are to be kept free of trash and debris, and must be broom clean at the end of each day.

Workers must use the service elevator.

Smoking is not allowed in the hallways or stairways.

Workers may use the utility sink in the laundry area, but should keep it and the laundry room clean.

Workers may use restroom in the superintendent's office.

The cement slabs between the floors of the building, the outer walls and certain other elements are Common Elements of the Condominium and are not owned by the individual Unit Owner. If a worker drills or cuts into a Common Element without advance permission, contact the Superintendent immediately. Work must stop until the Management Company has been notified and reviews the situation. This procedure also applies to any damage to another Unit Owner's property.

The parking spaces in the rear of 250 Beacon are privately owned. Unattended vehicles may be towed.

Violation of these rules will be grounds for a daily Unit Owner fine of \$250 or exclusion of offending workers from the building.



## **250 BEACON CONDOMINIUM NOTES ON BUILDING OPERATIONS**

**Security.** Do not buzz the front door open if you cannot identify the caller or cannot understand the message from the caller. Only buzz in visitors whom you can identify. If a person you do not recognize requests to be let into the building, refer him or her to the Superintendent.

If you have authorized guests to stay in your Unit during your absence, please notify the Superintendent.

When you have a large party or an open house, please notify the Superintendent in advance so that appropriate security measures can be taken.

Never prop open the front or rear doors unless you are watching the entrance.

If you notice a suspicious-looking person in the building, call the Superintendent. In case of an actual breaking and entering, dial 911, then call the Superintendent.

**Pest Control.** The basement and other common areas are treated regularly for pests. If you have evidence of pests in your Unit, please inform the Superintendent.

**Heating problems, leaks.** All problems such as heating malfunctions, leaks, etc. must be reported to the Superintendent or Management Company as soon as they occur.

**Air conditioner installation and removal.** The City of Boston requires air conditioners to be removed seasonally. Air conditioner installation, removal, and storage can be arranged through the Superintendent.

**Casualty.** Upon the occurrence of a casualty to one or more Units and/or to the Common Elements, the Management Company alone will handle the portion of the claim covered by the Condominium's master insurance policy. The Management Company will collect the proceeds of the claim and disperse funds for any associated repairs.

**Personal property insurance.** Insurance on Unit contents and personal liability insurance are matters of individual Unit Owner concern and should be reviewed with the Unit Owner's insurance representative. The insurance coverage for the building includes a deductible amount. Unit Owners should contact the Management Company for assistance in meshing personal Unit insurance with the 250 Beacon Condominium insurance coverage.

**Fire.** If there is evidence or suspicion of fire anywhere in the building call the Fire Department (911), and notify the Superintendent immediately. Do not try to handle the situation alone. In case of a fire alarm, all occupants must immediately evacuate. Do not use the elevators in a fire emergency. They are reserved for the use of the Fire Department and may be dangerous. Each Unit must be equipped with proper smoke and heat detectors.

**Toilet flushometers.** Flushometer (tankless) toilets may run constantly if sediment clogs the mechanism. This can happen after the building's water supply has been shut off for repairs. If the water has been shut off, you can help prevent problems from occurring by running the bathtub taps to flush out sediment prior to flushing the toilets. Please contact the Superintendent for assistance if the flushometer will not stop running.

**Long absences.** If you plan to be absent for more than 4-5 days, please inform the Superintendent, and leave information on where you can be contacted should an emergency arise.

**Fuel conservation.** The cost of fuel is the largest single Condominium expense. Storm windows were installed to reduce fuel consumption but must be used properly. Please be sure to close windows when you are away. If your Unit is too warm, adjust the radiator valves instead of opening windows.

# 250 BEACON CONDOMINIUM

250 Beacon Street  
Boston, Massachusetts

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**ADOPTION OF AMENDMENT TO AMENDED AND RESTATED BY-LAWS  
OF 250 BEACON CONDOMINIUM ASSOCIATION**  
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We, a majority of the Board of Managers of 250 Beacon Condominium Association, created by by-laws dated February 26, 1973 and registered with the Suffolk County Registry District of the Land Court as Document No. 313289, as such by-laws were amended and restated by instrument dated January 10, 2005 and registered as Document No. 696297 and further amended by instrument dated May 13, 2008 and registered as Document No. 752248 (as so amended, the "By-Laws"), hereby certify that by vote of \_\_\_\_\_ % in common interest of all Unit Owners of the 250 Beacon Condominium, a condominium created by Master Deed dated February 26, 1973 and registered with the Suffolk County Registry District of the Land Court as Document No. 313289, shown on Master Condominium Certificate of Title C-1, as amended by instrument dated March 13, 1973 and registered on as Document No. 313471 and by instrument dated November 17, 2004 and registered as Document No. 699758, at a meeting of Unit Owners duly held on November 21, 2019 for, among other things, the purpose of voting on an amendment to the By-Laws, the following amendment to the By-Laws was adopted:

1. The term limits added in the 2008 amendment to Section 1 of Article II of the By-Laws are eliminated by deleting the following language added to Section 1 in that amendment:

Any Manager may be re-elected to a second three (3) year term. After a Manager has served two (2) consecutive full three (3) year terms, such Manager shall not be eligible for re-election to the Board until a period of at least one (1) year has elapsed after the end of such Manager's second term.

upon which, Section 1 of Article II of the By-Laws shall read as follows:

SECTION 1. *Number and Term.* The number of Managers which shall constitute the whole Board of Managers (the "Board") shall be five (5). All Managers elected shall be permanent residents of the Condominium, and shall be Unit Owners, the spouses of a Unit Owner (or, where a Unit is held in the name of a non-natural person such as a trust or corporation, a principal or owner of shares, or shares of beneficial interest therein or spouse of the same). A Member of the Board who lives in a Unit that is in the process of being sold (i.e., which is the process of

being sold and the Unit has been listed for sale with a real estate broker, has been advertised for sale, has been shown to a prospective buyer, or the Owner thereof has taken any steps toward the sale of the Unit) shall no longer be eligible to serve as such on the Board. The foregoing provisions shall apply to all Managers now serving at the time of the adoption of this amendment as well as to all Managers elected hereafter. The term of a Manager shall be three (3) years. In any event, however, each Manager shall hold office until such time as his successor has been elected.

2. Except as so amended, the By-Laws are hereby ratified and confirmed.

Executed as an instrument under seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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**COMMONWEALTH OF MASSACHUSETTS**

Suffolk, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was a Massachusetts driver’s license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_, Notary Public  
My Commission Expires: \_\_\_\_\_