

SEASHORE POINT – DEACONESS CONDOMINIUM TRUST

DECLARATION OF TRUST

This Declaration of Trust of Seashore Point - Deaconess Condominium Trust is made as of this 22 day of May, 2012, by SEASHORE POINT – DEACONESS, INC., a Massachusetts corporation, with an address of 100 Alden Street, Provincetown, Massachusetts 02657, the Declarant named in that certain Master Deed of even date, to be recorded herewith, which Master Deed establishes the Seashore Point – Deaconess Condominium in Provincetown, Barnstable County, Massachusetts. Pursuant to the terms of this Declaration of Trust, the Declarant hereby designates and appoints NEW ENGLAND DEACONESS ASSOCIATION ABUNDANT LIFE COMMUNITIES, INC., a Massachusetts corporation with an address at 80 Deaconess Road, Concord, Massachusetts 01742 as the Initial Trustee of Seashore Point – Deaconess Condominium Trust (the "Initial Trustee," or where including its successors in trust, the "Trustee"). The term "Trustee" or "Trustees" also means the Condominium Trustee or Trustees from time to time, whenever the context so permits.

Capitalized terms herein shall have the defined meaning assigned to them herein, or if not defined herein shall have the meaning assigned to them in the Master Deed of Seashore Point Condominium, recorded herewith and executed by Seashore Point - Deaconess, Inc., as the "Declarant" with respect to property known as and numbered 100 Alden Street, Provincetown, Massachusetts.

ARTICLE I. NAME OF TRUST

The trust created hereby shall be known as Seashore Point – Deaconess Condominium Trust (the "Condominium Trust") and all activities carried on by the Trustees hereunder shall, insofar as legal, practical, and convenient, be conducted under said name and style. The term "Condominium Trust" shall include this Declaration of Trust ("Declaration of Trust") and the Bylaws, which constitute Article V of this Declaration of Trust, and Rules and Regulations, attached hereto as Exhibit A, as all of the same may be amended from time to time.

## ARTICLE II. THE TRUST AND ITS PURPOSE

### Section 1. Unit Owners' Organization

All of the rights and powers in, to and with respect to the Common Areas and Facilities and the Common Elements of Seashore Point Condominium (the "Condominium") established by Master Deed of even date and recorded herewith (the "Master Deed"), which under the provisions of Massachusetts General Laws, Chapter 183A ("Chapter 183A") are conferred upon or exercisable by the organization of unit owners of the Condominium and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder shall vest in the Trustees as joint tenants, with rights of survivorship, as Trustees of this Condominium Trust, BUT IN TRUST NEVERTHELESS, to exercise, manage, administer and dispose of the same and to receive the income thereof for the benefit of the owners of record from time to time of the units of the Condominium (the "Unit Owners" and the "Units," respectively), according to the Schedule of Percentage Interests referred to in Article IV hereof, and in accordance with the provisions of Chapter 183A. This Trust is the organization of the Unit Owners established pursuant to the provisions of Chapter 183A for the purposes set forth therein.

It is hereby expressly declared that a trust, and not a partnership, is created hereby and that the Unit Owners are beneficiaries, and not partners, or associates or any other relation whatsoever among themselves with respect to the Condominium Property (as defined in Article V below), and hold no relation to the Trustees other than as such beneficiaries, with only such rights as are conferred upon them as such beneficiaries hereunder and under and pursuant to the provisions of Chapter 183A.

## ARTICLE III. TRUSTEES

### Section 1. Number of Trustees

#### (a) Initial Board

The "Initial Board" consists of the Initial Trustee named in the first paragraph of this Declaration of Trust and such other party or parties as the Declarant shall appoint as replacement, successor or additional trustees during the term of the Initial Board. The term of the Initial Board shall end upon the earlier to occur of the following events: (i) four (4) months after seventy-five percent (75%) of the Beneficial Interests (as defined in Article IV, Section 1) of the Condominium Units are no longer owned by the Declarant, its successor in interest, or any mortgagee of record of such Declarant or successor in interest; or (ii) five (5) years following the conveyance of the first Residential Unit by the Declarant or its successor to a Unit Owner other than the Declarant. Unit Owners shall have no power or right to remove the Initial Board, or to appoint any additional or successor Trustees, until the Initial Board's term expires. During the term of the Initial Board, the Declarant shall have the right to appoint and/or remove the Trustee and any vacancy in the office of a Trustee, however caused, shall be filled only by the designation of the Declarant.

#### (b) Board of Trustees after term of Initial Board.

After the term of the Initial Board, there shall at all subsequent times be a board of trustees (the "Board") consisting of seven (7) Trustees, elected or designated in accordance with Section 2 of this Article III.

Section 2. Term, Election and Acceptance of Election

(a) The term of office of Trustees succeeding the Initial Board shall be a period of not more one (1) year, but shall continue thereafter until successors have been elected and qualified.

(b) After the expiration of the term of the Initial Board, at all times (i) two (2) of the members of the Board of Trustees shall be Residential Unit Owners (as defined in the Master Deed) (the "Residential Trustees") determined from time to time by the vote of the Residential Unit Owners holding not less than fifty-one percent (51%) of the total voting power of the Beneficial Interests of the Residential Units, which voting power shall be exercised at an annual or special meeting of the Residential Unit Owners at which not less than holders of fifty percent (50%) of the Beneficial Interests of the Residential Unit Owners are present in person or by proxy; and (ii) until Phase 2 of the Condominium is incorporated into the Condominium, five (5) (and after such time, four (4)) of the Trustees (the "Service Trustees") shall be designees of the Service Unit Owners determined from time to time by the vote of the Service Unit Owners holding not less than fifty-one percent (51%) of the total voting power of the Beneficial Interests of the Service Units, which voting power shall be exercised in person or annual or special meeting of the Service Unit Owners at which not less than holders of fifty percent (50%) of the Beneficial Interests of the Service Unit Owners are present in person or by proxy; provided however, the Service Unit Owners may from time to time determine by agreement among themselves how such Service Trustees shall be designated or appointed in lieu of designation by vote as set forth herein. From and after the time Phase 2 of the Condominium is incorporated into the Condominium, one (1) of the five (5) Trustees described above as the Service Trustees shall be the designee of the Garage Unit Owner (the "Garage Trustee") who shall be designated from time to time by the Garage Unit Owner. The Residential Unit Trustees shall be natural persons. The Service Trustees or the Garage Trustee can be natural persons or an entity organized under applicable law. Notwithstanding the foregoing, if neither the Condominium nor any owner or occupant of a Service Unit offers access to nursing or rehabilitation services, the Residential Unit Owners (by vote of the Residential Unit Owners holding not less than fifty-one percent (51%) of the total voting power of the Beneficial Interests of the Residential Units) shall have the right, during the time failure to offer access to nursing or rehabilitation services continues, to designate two (2) additional trustees to serve in the place of two (2) of the Service Trustees as members of the Board.

(c) The Trustees shall elect from their number a "Chairman," "Treasurer," and "Secretary," who shall perform such duties as the Trustees may prescribe, and may elect such other officers as they shall desire. Any Trustee may hold more than one (1) office.

(d) Each person elected to serve as Trustee subsequent to the term of the Initial Board who agrees to so serve shall promptly file with the Secretary of the Condominium Trust written acceptance of election, and upon receipt of such acceptance, the Secretary shall sign and file with the Barnstable County Registry of Deeds (the "Registry") a certificate of election setting forth the names of the new Trustees and reciting that the new Trustees have been duly elected by the requisite vote of the applicable Unit Owners, as the case may be and have filed written acceptances or designation with the Secretary, and upon the filing of such certificate, the election of the Trustees named therein shall become effective and each such person named therein as a Trustee shall then be and become such Trustee and shall be vested with the title to the Condominium Property, jointly with the remaining Trustee or Trustees without the necessity of any act of transfer or conveyance.

Section 3. Vacancies and Appointment of Condominium Trustees

(a) After the expiration of the term of the Initial Board, if for any reason there shall be a vacancy of any Condominium Trustee, such vacancy shall be filled in the manner as described in Section 2(b) above

for the remaining term of the Trustee formerly designated to serve.

(b) Despite any vacancy in the office of Trustee, the remaining or surviving Trustees, subject to the provisions of Section 4 of this Article III, shall continue to exercise and discharge all of the powers, discretions and duties conferred or imposed upon the Trustees.

Section 4. Trustee Action

In any matters relating to the administration of the Condominium Trust hereunder and the exercise of the powers hereby conferred, the Trustees may act by a majority vote at any duly called meeting at which a quorum is present as provided in Article V, Section 7; provided that in no case shall a majority consist of fewer than four (4) Trustees after the expiration of the term of the Initial Board. The Trustees may also act without a meeting by instrument signed by all of the Trustees (as provided in Article V, Section 7(d) hereof). The Trustees may not act (at a meeting or by instrument of vote, consent or otherwise) by less than such a majority. Trustees may vote by proxy; if the form of proxy permits, the person attending a meeting or voting on behalf of a Trustee by proxy may be counted toward the requirements for a quorum and action by the Trustees.

Section 5. Resignation; Removal

Any Trustee may resign at any time by instrument in writing, signed by such Trustee and acknowledged in proper form for recording or filing. Such resignation shall take effect upon the filing or recording of such instrument with the Registry. After notice and opportunity to be heard before a meeting of the Residential Unit Owners called pursuant to Sections 7 and 8 of the Bylaws, a Residential Trustee may be removed from office with or without cause, by an instrument in writing signed by vote of Residential Unit Owners entitled to not less than fifty-one percent (51%) of the Percentage Interests of the Residential Units hereunder, such instrument to take effect upon the filing or recording of a vote of such Residential Unit Owners or a Certificate made by at least two (2) Trustees confirming such vote, thereof in the Registry. Any Service Trustee may resign or may be removed at any time with or without cause, by an instrument in writing signed by vote of Service Unit Owners entitled to not less than fifty-one percent (51%) of the Beneficial Interests of the Service Units hereunder, such instrument to take effect upon the filing or recording thereof with the Registry. Any Garage Trustee may resign or may be removed at any time by determination of the Garage Unit Owner, with or without cause. Such resignation or removal of a Trustee shall take effect upon the filing or recording of an instrument, executed by the resigning Trustee or the Unit Owner or Unit Owners with the right to designate such Trustee (in the case of any Service Trustee or the Garage Trustee) signed by the remaining Trustees in case of removal and acknowledged in proper form for recording or filing, with the Registry.

Section 6. Bonds or Surety

The Trustees shall obtain and maintain fidelity bonds as set forth in Article V, Section 3 of this Condominium Trust.

Section 7. Compensation

No Trustee shall receive remuneration for such Trustee's services as Trustee, but with the prior, unanimous, written approval in each instance by the other Trustees (i) upon presentation of proper vouchers, each Trustee may be reimbursed for actual out-of-pocket expenses paid or incurred by him pursuant to his duties as such Trustee, (ii) each Trustee may receive reasonable compensation for any extraordinary or unusual services rendered by him in connection with this Condominium Trust, and (iii) any Trustee may be engaged to render services to this Condominium Trust, legal, accounting, or

otherwise, at such compensation as shall be fixed by the Trustees. In each of the above instances, the amounts so paid to a Trustee shall constitute a Common Expense of the Condominium and shall be specifically, separately disclosed in all financial records maintained or obtained by the Condominium Trust and provided to the Unit Owners.

Section 8. No Personal Liability

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

Section 9. Trustees May Deal with Condominium

No Trustee shall be disqualified by his office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his interest individually or the Trustees' interest or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any other reason), as vendor, purchaser or otherwise, nor shall any such dealing, contract or arrangement entered into in respect of this Condominium Trust in which any Trustee shall be in any way interested, be avoided, nor shall any Trustee so dealing or contracting or being so interested, be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relationship hereby established, provided the Trustee shall act in good faith, such dealing, contract or arrangement is upon commercially reasonable terms, and the Trustee discloses the nature of his interest to the other Trustees before the dealing, contract, or arrangement is entered into.

The Initial Board and any other Trustees designated by the Initial Board or employed by or affiliated or associated with the Declarant, may contract with the Declarant and any corporation, limited liability company, firm, trust or other organization controlled by or affiliated or associated with the Declarant upon commercially reasonable terms without fear of being charged with self-dealing.

Section 10. Indemnity

The Trustees and each of them shall be entitled to indemnity both out of the Condominium Property and by the Unit Owners severally in proportion to said Unit Owners' ownership in the Common Areas and Facilities and Common Elements against any liability incurred by any of the Trustees in the execution of their duties hereunder, including, without limitation, liabilities in contract and in tort and liabilities for damages, penalties and fines, to the full extent permitted by law (but not occasioned by gross negligence or willful and wanton misconduct). Each Unit Owner shall be personally liable for all sums lawfully assessed for his share of the Common Expenses (as defined in Article V, Section 1(b)) of this Condominium Trust and for his proportionate share of any claims involving the Condominium Property in excess thereof.

ARTICLE IV. BENEFICIARIES AND BENEFICIAL INTERESTS  
IN THE CONDOMINIUM TRUST

Section 1. Beneficial Interests

The beneficiaries of this Condominium Trust shall be the Unit Owners of the Condominium as they appear of record in the Registry from time to time, The beneficial interests in this Condominium Trust shall be divided among the Unit Owners in the percentages of undivided percentage interests appertaining to the Units of the Condominium with respect to the Common Areas and Facilities and the Common Elements as stated in Exhibit C of the Master Deed ("Beneficial Interest(s)" or "Percentage Interest(s)").

Section 2. Each Unit to Vote by One Person

The Beneficial Interests of each Unit of the Condominium shall be held and exercised as a Unit and shall not be divided among several owners of any such Unit. To that end, whenever any Unit is owned of record by more than one person, the several owners of such Unit shall; (i) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments, and otherwise exercise the rights appertaining to such Unit hereunder; and (ii) notify the Trustees of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees of such notice, and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate any one of such owners for such purposes.

ARTICLE V. BYLAWS

The provisions of this Article V constitute the Bylaws of this Condominium Trust and the organization of Unit Owners established hereby, and shall be applicable to the Condominium Property of the Condominium and to the use and occupancy thereof. The term "Condominium Property" used herein shall include the Common Areas and Facilities, the Common Elements and the Units of the Condominium, owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, tangible or intangible, and any cash or funds intended for use in connection therewith, all of which are intended to be submitted to the provisions of Chapter 183A. The provisions of these Bylaws shall automatically become applicable to any property which may be added to the Condominium upon the recording of an amendment to the Master Deed submitting such additional property to the provisions of Chapter 183A, and shall cease to be applicable to any property which may be removed from the Condominium upon the recording of an amendment to the Master Deed removing such property from the provisions of Chapter 183A.

ARTICLE V PART A

Article V, Part A contains Sections 1 through 14, establishing Administrative Bylaws of the Condominium Trust.

Section 1. Powers and Duties of the Trustees

The Board of Trustees shall have all power necessary for the administration of the affairs of the Condominium as set forth in Chapter 183A, and they may do any and all acts necessary or desirable for the administration of the affairs of the Condominium except only for such acts as may not, under law, or under the provisions of the Master Deed or this Condominium Trust, be delegated to the Trustees by the Unit Owners. The Board of Trustees shall have the right to retain a management company to assist in the operations, maintenance and administration of the Condominium and the administration of the powers and duties of the Board of Trustees. The Initial Board and any subsequent Board shall have the right to retain the Declarant or an affiliate of the Declarant to serve as the management company for the

Condominium. Such powers and duties of the Trustees shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the Common Areas and Facilities and the Common Elements, provided, however, that any alterations to the facade of the Building may require the approval of the Town of Provincetown or other governmental authority;
- (b) Determination of the Common Expenses, as defined in Section 12 of the Master Deed, required for the affairs of the Condominium, including, but not limited to the operation and maintenance of the Common Areas and Facilities and the Common Elements (collectively, the "Common Expenses"), and determination of charges assessed against Unit Owners pursuant to the budget and Common Expenses thereof ("Common Charges");
- (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 Areas and Facilities and the Common Elements;
- (e) Promulgation of Rules and Regulations covering the details of the operation and use of the Common Areas and Facilities and the Common Elements;
- (f) Opening of bank accounts on behalf of the Condominium Trust, and designation of the signatories required therefore;
- (g) Leasing, managing and otherwise dealing with such Common Areas and Facilities and Common Elements as are provided for in the Master Deed;
- (h) Owning, conveying, encumbering, leasing or otherwise dealing with Units, Parking and Storage Easements and Licenses conveyed to the Condominium Trust or purchased by it as a result of enforcement of a lien for Common Charges, or otherwise;
- (i) Obtaining insurance for the Condominium Property, including the Units, pursuant to the provisions hereof;
- (j) Making of repairs, additions and improvements to, or alterations or restoration of the Condominium, in accordance with and subject to the other provisions of this Declaration of Trust and the Master Deed;
- (k) Management of the finances of the Condominium Trust including allocation of income and expenses;
- (l) Enforcement of obligations of Unit Owners pursuant to and in accordance with provisions of Chapter 183A and the Condominium Documents, including power to assess and levy reasonable fines or charges, but not limited to, late charges, interest and any related attorneys' fees on overdue assessments for Common Charges, against Unit Owners for violations of duly promulgated rules and regulations;
- (m) Engaging in litigation in the name of and on behalf of the Condominium Trust as they deem necessary and proper to further the purposes of the Condominium Trust;
- (n) Administration and management of the use of the Common Areas and Facilities and the Common Elements;

(o) Making arrangements for the furnishing of utility services to the Condominium Property, including the granting of licenses and easements required in connection therewith, in accordance with and subject to the other provisions of this Declaration of Trust and the provisions of the Master Deed;

(p) Purchasing of Units, Parking and Storage easements and Licenses at foreclosure or other sales; and

(q) All such other powers, functions, and duties as are reasonably required by or implicit in the foregoing, including, but not limited to the following:

- (i) To retain the Condominium Property, or any part or parts thereof, in the same form or forms of investment in which received or acquired by them so far and so long as they shall think fit, without liability for any loss resulting therefrom;
- (ii) To sell, assign, convey, transfer, exchange, and otherwise deal with or dispose of the Condominium Property, but not the whole thereof, free and discharged of any and all trusts, at public or private sale, to any person or persons for cash or on credit, and in such manner and on such restrictions, stipulations, agreements, and reservations as they shall deem proper, including the power to take back mortgages to secure the whole or any of the purchase price of any of the Condominium Property sold or transferred by them, and execute and deliver any deed or other instrument in connection with the foregoing;
- (iii) To purchase or otherwise acquire title to and rent, lease, or hire from others for terms which may extend beyond the termination of this Condominium Trust any property or rights to property, real or personal, and own, manage, use, and hold such property and such rights;
- (iv) To borrow or in any other manner raise such sum or sums of money or other property as they shall deem advisable in any manner and on any terms, and evidence the same by notes, bonds, securities, or other evidences of indebtedness, which may mature at a time or times, even beyond the possible duration of this Condominium Trust, and execute and deliver any mortgage, pledge, or other instrument to secure any such borrowing;
- (v) To enter into any arrangement for the use or occupation of the Condominium Property, or any part or parts thereof, including, without thereby limiting the generality of the foregoing, leases, subleases, easements, licenses, or concessions, upon such terms and conditions and with such stipulations and agreements as they shall deem desirable, even if the same extend beyond the possible duration of this Condominium Trust, provided, however, that the Trustees shall have no such rights as to Units except to the extent such Units are owned by the Condominium Trust;
- (vi) To grant permits, licenses and easements over the Common Areas and Facilities and the Common Elements for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium Property, provided, however, that no such use shall substantially interfere with the use and enjoyment of any Unit unless the owner of such Unit consents to such action;
- (vii) To invest and reinvest the Condominium Property, or any part or parts thereof, and from time to time, as often as they shall see fit, change investments including investment in all types of securities and other property, of whatsoever nature and however denominated, all



to such extent as to them shall deem proper and without liability of loss even though such property or such investments shall be of a character or in an amount not customarily considered proper for the investment of trust funds or which does or may not produce income;

- (viii) To incur such liabilities, obligations, and expenses and pay from the principal or the income of the Condominium Property all such sums as they shall deem necessary or proper for the furtherance of the purposes of this Condominium Trust;
- (ix) To determine whether funds received constitutes principal or income or surplus and allocate between principal and income and designate as capital or surplus any of the funds of the Condominium Trust;
- (x) To deposit any funds of the Condominium Trust in any bank or trust company, and delegate to any one (1) or more of their number or any other person or persons, the power to deposit, withdraw, and draw checks on any funds of the Condominium Trust;
- (xi) To maintain such offices and other places of business as they shall deem necessary or proper and engage in business in Massachusetts or elsewhere;
- (xii) To employ, appoint, and remove such agents, managers, property managers/agents, officers, brokers, engineers, architects, employees, servants, assistants, and counsel (which counsel may be a firm of which one or more of the Trustees are members) as they shall deem proper for the purchase, sale or management of the Condominium Property, or any part or parts thereof, or for conducting the business of the Condominium Trust, and may define their respective duties and fix and pay their compensation, and the Trustees shall not be answerable for the acts and defaults of any such person. The Trustees may delegate to any such agents, managers, officers, boards, brokers, engineers, architects, employees, servants, assistants, or counsel any or all of their powers (including discretionary powers, except that the power to join in amending, altering, adding to, terminating, or changing this Declaration of Trust and the Condominium Trust hereby created shall not be delegated) all for such times and purposes as they shall deem proper. Without hereby limiting the generality of the foregoing, the Trustees may engage and employ managing agents or managers for the Condominium to perform such duties and functions as the Trustees shall specify and authorize, and the Trustees may delegate to such managing agents or managers all of the powers of the Trustees excepting such as may not, by virtue of provisions of said Master Deed or these Bylaws, be so delegated. The compensation of such managing agents or managers shall be established by the Trustees in their reasonable discretion and shall be a Common Expense of the Condominium. Any management contract shall be terminable on ten (10) days' written notice for cause and no more than ninety (90) days' notice without cause and shall otherwise comply with Section 13(b) herein. A manager may "cure" a default under the management contract within said ten day "for cause" period;
- (xiii) To engage the services of attorneys, accountants, appraisers, architects, engineers, contractors and other professionals in connection with their duties as such Trustees, upon the payment of such fees and upon such other terms and conditions as the Trustees shall decide, and such fees and other expenses in connection with such employment shall be Common Expenses of the Condominium. The Trustees, in the absence of fraud, shall be protected in reasonably relying upon the opinion of such attorneys, accountants, appraisers, architects, engineers, or other professionals engaged by the Trustees pursuant to their duties as such Trustees;

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

(r) Notwithstanding the foregoing provisions and enumeration of the powers of the Trustees in this Section 1, no action shall be taken or required by the Trustees that affect the ability of any Service Unit Owner to maintain, renew or extend any license, approval or permit of such Service Unit Owner to operate facilities in the Building shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording or filing by the Service Unit Owner or and any mortgagee or mortgagees of the Service Unit(s) affected.

## Section 2. Common Charges; Working Capital and Reserve Funds

### (a) Common Charges

- (i) Unit Owners shall be liable for Common Charges associated with or assessed to their Unit, as described in Section 14 of the Master Deed.
- (ii) The Common Charges shall include, at the election of the Trustees, charges towards working capital funds and adequate reserve funds as described in Sections 2(b) and 2(c) herein.
- (iii) In the event the Trustees decide to assess a capital assessment against any or all Unit Owners, the Trustees will give Unit Owners not less than sixty (60) days' notice for payment of capital assessments, except in cases of emergency.
- (iv) Unit Owners shall be entitled to common profits of the Condominium relative to their Percentage Interests in the Common Elements. The Trustees may at any time or times distribute common profits among the Unit Owners in such applicable proportions.

### (b) Working Capital Fund

- (i) At the time of the initial sale of each Unit, each purchaser of a Unit shall pay to the Condominium Trust, as working capital funds for the Condominium Trust, an amount equal to two (2) months' estimated Common Charges for such Unit. The Trustees shall have no obligation to segregate the Working Capital Fund or account separately for such amounts other than as required under this Declaration of Trust for funds received by the Condominium Trust.

### (c) Capital Reserve Fund

- (i) The Common Charges shall include charges towards adequate reserve fund for maintenance, repairs, and replacement of Common Elements that must be replaced on a periodic basis. Such charges shall be payable in regular installments or by special assessments as determined by the Trustees. In order to determine the amounts of reserve funds, the Trustees may from time to time engage or retain architects and

engineers to perform reserve studies to determine the useful life of various parts of the Common Elements.

- (ii) In addition to the foregoing (and not in substitution thereof), the Trustees may, as they deem advisable, set aside common funds of the Condominium as additional reserves and may use the funds so set aside for reduction of indebtedness or other lawful capital purposes, and, subject to the provisions of Section 4 of this Article V, for repair, rebuilding or restoration of the Condominium, or for improvements thereto, and for replacement of the Common Elements, and other proper contingencies, and the funds so set aside shall not be deemed to be common profits available for distribution.
  - (iii) Upon the subsequent sale of each Residential Unit (occurring after the initial sale of any Residential Unit by the Declarant), the Seller will be obligated to make a contribution to the Capital Reserve Fund in the amount of ten percent (10%) of the sale price, or if such unit is transferred for less than its Fair Market Value (as determined by the Declarant or the Trustees pursuant to Section 1 of Article X of this Declaration of Trust), for ten percent of such Fair Market Value. If a Residential Unit Owner has owned a Residential Unit for less than ten (10) months at the time such Residential Unit is sold, the 10% figure set forth in the preceding sentence shall be reduced so that it does not exceed one percent (1%) per month for such period of ownership.
- (d) Budget; Estimate of Common Charges
- (i) The Trustees will determine the budget for the Condominium. The Trustees shall have the broadest flexibility in determining the budget of the Condominium.
  - (ii) The budget will be prepared by the Trustees as estimates in the following manner:
    - a) At least thirty (30) days prior to the commencement of each fiscal year of this Condominium Trust, and within thirty (30) days after the filing hereof with respect to the portion of a fiscal year then remaining, the Trustees shall estimate the Common Expenses expected to be incurred during such fiscal year, together with a reasonable provision for contingencies and reserves to be included in the reserve funds, and taking into account any undistributed common profits from prior years, shall determine the assessment(s) to be made for such fiscal year on account of Common Expenses. All Common Charges of Unit Owners are subject to and based upon the provisions of Section 12 of the Master Deed.
    - b) The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessments and such statements shall, unless otherwise determined by the Trustees as provided herein, be due and payable within thirty (30) days after the same are rendered, or on a monthly basis, as determined by the Trustees. In the event that the Trustees shall determine during any fiscal year that any assessment so made is less than the Common Charges actually incurred or in the reasonable opinion of the Trustees likely to be incurred, the Trustees shall make a supplemental assessment or assessments and provide a statement in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The Trustees may in their discretion determine that payments of statements shall be made in monthly or other installments,

(e) Limitation on Trustees Expenditures

The Trustees shall expend common funds only for lawful purposes permitted by this

Condominium Trust and by the provisions of said Chapter 183A.

(f) Unit Owner Failure to Pay

- (i) Common Charges and any other amounts owed by any Unit Owner shall be paid in United States Currency drawn on United States banks. Common Charges and any other amounts owed by any Unit Owner and not actually received by the Trustees within five (5) days after the due date thereof shall be subject to a late charge of seventy-five dollars (\$75.00) which amount shall be adjusted for inflation from time to time by the Trustees, and if delinquent over thirty (30) days after the due date thereof shall in addition accrue interest at the rate of ten percent (10%) per annum. The Trustees shall have the right to waive, forgive, defer, accrue or reduce the obligation of a Unit Owner to pay late charges and interest on overdue amounts if the Trustees determine such late payment or accrual of interest is a result of financial hardship or other extenuating circumstances applicable to a Unit Owner.
  
- (ii) The amount of each statement for Common Charges and any other amounts owed by any Unit Owner not paid when due shall be delinquent ("Delinquent Charges") and in the event of such delinquency such Unit Owner shall be in default of such Unit Owner's obligations under this Trust. To the extent permitted by law, the liability for Delinquent Charges, plus late fees as set forth in Subsection (f)(i) hereof, together with all expenses, including, but not limited to, reasonable attorneys' fees, incurred by the Trustees in connection with the collection of Delinquent Charges, shall constitute a lien on the Unit of the Unit Owner who owes the Delinquent Charges (the "Delinquent Unit Owner") pursuant to the provisions of Section 6 of Chapter 183A, and may be collected by the Trustees pursuant to said statute. As a personal obligation, each Unit Owner, and each owner of a Parking or Storage Easement or License, by acceptance of a deed for such Unit or such Parking or Storage Easement or License (whether or not it is expressed in such deed or easement) shall be deemed to covenant and agree with the Trustees, and all of the other owners of Units and Parking and Storage Easements and Licenses, to pay all Delinquent Charges together with late fees and attorney's fees as aforesaid and all costs of collection, suit and foreclosure, and all such charges and assessments shall be the personal liability of such owners and shall be a charge and a continuing lien on the Unit owned by a Delinquent Unit Owner and shall be a charge and a continuing lien on the Parking Easement or Storage License in question, in favor of the owners of other Units and the owners of other Parking Easements and Licenses, enforceable by the Condominium Trust on behalf of said other Unit Owners and other owners of Parking or Storage Easements or Licenses in the manner provided by Section 6 of Chapter 183A and in any other lawful manner. The Trustees shall have the right and obligation to bring an action at law against a Unit Owner personally obligated to pay a Delinquent Charge and to foreclose the lien against the Unit of the Delinquent Unit Owner under the provisions of Section 6 of Chapter 183A, or under the provisions hereof, or both remedies, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, conducting litigation in connection therewith, including, but not limited to, appeals, together with costs, disbursements and legal fees. The lien of the assessments provided for in this Section 2 shall have the same priority as set forth in Section 6 of Chapter 183A. No sale or transfer of a Unit or of a Parking or Storage Easement or License shall relieve the owner thereof from liability for any assessments nor from the lien of any such assessments, nor shall a sale or transfer relieve the owner from personal liability for payment of any assessments which became due or payable while such owner owned such Unit or such Parking or Storage Easement or License. The

Trustees shall take prompt action to collect any Delinquent Charges that remain unpaid for more than thirty (30) days from the due date thereof including, but not limited to, action under the provisions of Chapter 183A as the same may be amended.

- (iii) In the event that the Trustees bring an action to foreclose a lien on any Unit, Parking or Storage Easement or License pursuant to Chapter 183A, the Unit Owner shall pay a reasonable sum for occupancy and use of his Unit, Parking or Storage Easement or License, as the case may be, from the date of foreclosure until the Unit Owner vacates the Unit, Parking or Storage Easement or License, as the case may be, (the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same) but nothing in this sentence shall be deemed to grant any Unit Owner the right to remain in possession of his Unit, Parking Easement or Storage License, as the case may be, after such foreclosure. The Trustees, acting on behalf of all Unit Owners, shall have power to purchase such Unit, Parking or Storage Easement or License, as the case may be, at the foreclosure sale and to acquire, hold, mortgage (but not vote the vote appurtenant to), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid Delinquent Charges shall be maintainable without foreclosing or waiver of the lien securing the same. In the event of any suit or foreclosure by the Trustees, the Trustees shall be entitled to late charges as set forth in Subsection (f)(i) above, and all costs of collection, suit and foreclosure, including attorney's fees whether or not a suit or foreclosure was commenced. In addition to the lien in favor of the Trustees for assessments for Delinquent Charges, such assessments shall also be the personal obligation of the owner of the Unit at the time the assessment fell due. In the event of non-payment or late payment of Common Charges, the Trustees shall have the right, as an additional remedy, to suspend or restrict use of the Condominium amenities to the extent permitted by law.

(g) Certificate as to Common Charges

The Trustees shall promptly provide any Unit Owner, or any Unit buyer who has a duly executed purchase and sale agreement for the acquisition of a Unit or a mortgage commitment for the financing or refinancing of a Unit, or any mortgagee, or the attorney of any such party, with a written statement of all unpaid Common Charges with respect to such Unit, signed and acknowledged in proper form for recording, upon the written request of such Unit Owner or buyer or mortgagees or attorneys.

Notwithstanding anything to the contrary in the Declaration of Trust, or these Bylaws, one (1) Trustee may execute such statements during the term of the Initial Board, thereafter any two (2) Trustees may sign such. Filing or recording of such statement in the Registry shall operate to discharge the Unit from any lien for any other sums then unpaid not enumerated as of the date of such statement to the extent provided by Chapter 183A. The Trustees may charge a reasonable fee for preparation and delivery of such written statement. At any time the Trustees may authorize a management company to issue such statements pursuant to Section 6(d) of Chapter 183A by the recording of a statement of authorization signed by any two (2) Trustees with the Registry of Deeds (or a single Trustee if only one Trustee has been appointed at such time).

(h) Mortgagee Liability

Notwithstanding anything to the contrary herein, any first mortgagee who obtains title to a Unit, Parking or Storage Easement or License, pursuant to the remedies provided in its mortgage, or foreclosure of its mortgage, will not be liable for such Unit's or Parking or Storage Easement or License's unpaid Common Charges (including interest and costs of collection and legal expenses relating to the collection thereof) that accrue prior to the acquisition of title to such Unit, Parking or Storage Easement or License

by the mortgagee except as otherwise set forth in Section 6 of Chapter 183A. The lien for Common Charges shall not be affected by any sale or transfer of a Unit, a sale or transfer pursuant to a foreclosure by a first mortgagee shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer, except as otherwise set forth in Section 6 of Chapter 183A.

Section 3. Insurance

(a) Insurance Required

The Trustees shall obtain and maintain, to the extent available, 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 Elements, and including the heating equipment and other service machinery, apparatus, equipment and installations in the Common Elements, and (b) including all such portions and elements of the Units as are for insurance purposes normally deemed to constitute part of the Building and customarily covered by such insurance, but not including, with respect to Units, (x) any carpeting, floor covering, wall covering other than paint, drapes and other window treatments, furniture, furnishings, or other personal property (not constituting fixtures) owned by Unit Owners, (y) improvements within a Unit, which are in addition to or in excess of the standard improvements or fixtures included by the Declarant at the time of the first sale of such Unit, or (z) with respect to Service Units or Garage Unit, trade fixtures and equipment. With respect to the above (x), (y) and (z), the respective Unit Owners shall have the responsibility to insure. The Property Insurance shall cover the interest of the Condominium, the Trustees and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to one hundred percent (100%) of the current replacement cost of the Building, Common Elements, and Units (to the extent insurance is required hereunder), without deduction for depreciation, with loss payable to the Trustees, as insurance Trustees for each Unit Owner and the holder of each Unit's mortgage. The named insured shall be the "Trustees of Seashore Point – Deaconess Condominium Trust, for the use and benefit of the individual Unit Owners and Unit mortgagees." While the Trustees shall not be obligated to maintain such additional insurance or coverage, the Property insurance may, from time to time, as determined by the Trustees, include additional insurance or endorsements, as may be customarily maintained for properties similar in construction, location and use. If such additional coverage is maintained, the Trustees may, as necessary, 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 referred to in clauses (x), (y) and (z) of this Subsection 3(a), and all of the Common Elements, without deduction for depreciation, for the purposes of determining the amount of fire and extended coverage insurance to be effected pursuant to this Section 3. The Property Insurance shall provide that adjustment of loss shall be made by the Trustees and that the net proceeds thereof shall be payable to the Trustees as Trustee for each Unit Owner and the holder of each Unit's mortgage. Each Unit Owner, by accepting delivery of the deed to his Unit ("Unit Deed"), appoints the Trustees as Insurance Trustees (or any Insurance Trustee or Substitute Insurance Trustee designated by the Trustees) 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 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 owner's 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, if available. A certificate of insurance, showing the amount of insurance, shall 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 Trustees pursuant to the provisions of this Section 3 may have a deductible amount to be determined from time to time by the Trustees;

- (ii) Worker's compensation insurance if the Trustees shall have an employee or employees;
- (iii) Commercial general liability covering all Common Elements and any other areas under the supervision of the Trustees written on an occurrence basis under which the Condominium Trust is the named insured party. The Trustees shall periodically evaluate the amount of public liability insurance to be maintained or carried as set forth in this paragraph so that the limits of such insurance shall be the greater of (x) the coverage implemented as of the date of recording of this Declaration of Trust any 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 Massachusetts. As and when determined by the Trustees, such insurance may be satisfied by a combination of Commercial General Liability coverage and Excess Liability coverage. All such liability insurance shall at least cover each of the Trustees, 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 or owner of a Parking Easement, Parking License and Storage License, and a severability of interest provision precluding the insurer's denial of a Unit Owner's or owner of a Parking Easement or Parking License or Storage License's claim because of negligent acts by this Condominium Trust or other Unit Owners or owners of Parking or Storage Easements or Licenses. If and to the extent that the Trustees determine that specific endorsements or coverages with respect to the liability insurance is related to specific activities or uses within a Unit, such as that with respect to the Garage Unit (when it is incorporated into the Condominium), the Trustees shall allocate the costs of such endorsements or coverages to the applicable Unit Owner.
- (iv) Fidelity Bonds (the "Fidelity Bonds") in blanket form for all officers, directors, Trustees and employees of the Condominium Trust and all other persons handling or responsible for funds administered by the Condominium Trust 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 Trust 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 (1.5) times the insured's estimated annual operating expenses and reserves, whichever is greater. The Fidelity Bonds shall name the Condominium Trust 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 Trust and to the mortgagees which are listed as scheduled holders of first mortgages in the insurance policy; and

- (v) Such other insurance or amounts as the Trustees may determine is necessary or appropriate.

(b) Program Compliance

All insurance obtained and maintained by the Trustees shall conform to applicable requirements of The Federal National Mortgage Association ("Fannie Mae") or the Federal National Home Loan Mortgage Corporation ("Freddie Mac") or similar successor institution(s) that make markets in or purchase residential mortgage loans, so long as Freddie Mac or Fannie Mae (or such successor institution(s)) which holds one or more mortgages of Units in the Condominium or any interest therein.

(c) Unit Owner Insurance

- (i) Each Unit Owner shall carry insurance at his own expense for his own benefit insuring, *inter alia*, such Unit Owner's floors, carpeting, floor coverings, wall coverings other than paint, 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 Trustees shall not be affected or diminished by reason of any such additional insurance carried by a Unit Owner. Unit Owners shall provide Certificates of Insurance to the management company, Trustees, Declarant and all others who may be entitled thereto. The master insurance policy shall not cover floor coverings of Units, and it shall be the exclusive responsibility of Unit Owners to insure the carpet or floor coverings of their Units. Insurance coverage carried by Unit Owners shall be subject to all provisions of this Trust and of the Master Deed. Any work done to a Unit pursuant to a Unit Owner's insurance coverage shall be subject to Section 18 of the Master Deed with respect to all provisions of said Section including, but not limited to, restrictions and requirements established by the Declarant and/or the Trustees determining permitted workmen at the Condominium.
- (ii) The Service Unit Owners and their tenants and the Garage Unit Owner shall carry comprehensive general liability insurance of an amount or amounts determined by time to time by the Trustees, but not less than one million dollars (\$1,000,000.00) per occurrence and on a per location basis naming the Condominium Trust, the Trustees, and any managing agent or manager, if any, as additional insured, and shall deliver copies of all such policies, or certificates thereof, and proof of payment of premiums to the Trustees and to such managing agent or manager.

(d) Insurance Cost

- (i) The cost of all such insurance obtained and maintained by the Condominium Trustees pursuant to the provisions of this Section 3 shall be a Common Expense of the Condominium, except as provision is made to specifically allocate certain insurance costs.
- (ii) Nothing shall be done or kept in any Unit or in the Common Areas and Facilities or the Common Elements that will increase the rate of insurance on the Building or the contents thereof without the prior written consent of the Trustees; provided, however, that as to the



Service Units, the use of the Service Units as permitted under the Condominium Documents shall not require the prior written consent of the Trustees and that as to the Garage Unit, the use of the Garage Unit as permitted under the Condominium Documents shall not require the prior written consent of the Trustees. If the Trustees 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. In the event consent is not required as to the Service Units or the Garage Unit, but such use increases the rate of insurance on the Building or the contents thereof, the respective owner of the applicable Service Unit or the Garage Unit shall pay the amount of such increase.

- (iii) Each Unit Owner shall notify the Trustees in writing of all improvements to his or her Unit (excluding personal property, including furniture, equipment, removable furnishings and the like, but including fixtures that for insurance purposes would normally be deemed to constitute a part of the Building) that exceed a total value of one thousand dollars (\$1,000.00) within twenty (20) days after the commencement of construction of such improvements and, upon receipt of such notice, the Trustees shall notify the insurer under any policy obtained pursuant to this Section 3 of any such improvements. Any premium increase caused by such improvements may be assessed to the Owners of the improved Unit. No Unit Owner shall be entitled to receive insurance proceeds for the repair, restoration or rebuilding of any such improvements not so reported to the Trustees, unless otherwise consented to by vote of the Trustees.
- (iv) Notwithstanding anything to the contrary in this Section 3, the Service Unit Owners shall be responsible for increases in insurance premiums based upon the use of the Service Units.

(e). Insurance Proceeds

Subject to the provisions of Section 4 of these Bylaws, insurance proceeds received by the Trustees shall be held in trust in an identified and segregated fund for the benefit of the Unit Owners and all mortgagees of all Units. If the cost of restoring the Common Elements, or any Unit, is estimated by the Trustees to exceed the amount of Ten Thousand Dollars (\$10,000.00), then the Trustees shall give written notice of such loss to all Eligible Mortgage Holders and all Eligible Insurers and Guarantors, as herein defined.

(f) Non-Subrogation

All insurance carried hereunder shall, if it can be so written or obtained without additional premium, include a clause or endorsement denying to the insurer rights of subrogation to the extent rights have been waived by the insured prior to occurrence of injury or loss. All insurance carried hereunder shall, insofar as practicable, contain waivers of subrogation as to any claim against the Trustees, 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 Trust.

Section 4. Rebuilding, Restoration and Improvements

- (a) In the event of any property loss to the Common Elements, the Trustees shall determine in their reasonable discretion whether such loss exceeds ten percent (10%) of the value of the Condominium immediately prior to the casualty and shall notify all Unit Owners of such determination. If such loss as

so determined does not exceed ten percent (10%) of such value, the Trustees shall proceed with the necessary repairs, rebuilding or restoration of the Common Elements using common funds and otherwise in the manner provided in paragraph (a) of Section 17 of Chapter 183A and in accordance with Section 2 of this Article V governing the liability of Unit Owners, respectively, for maintenance, repair and replacement of the Common Elements. If such loss as so determined does exceed ten percent (10%) of such value, the Trustees shall forthwith submit to all Unit Owners (i) a form of agreement (which may be in several counterparts) for execution by the Unit Owners authorizing the Trustees to proceed with the necessary repair, rebuilding, or restoration, and (ii) a copy of the provisions of said Section 17 of Chapter 183A; and the Trustees shall thereafter proceed in accordance with, and take such further action as they may in their discretion deem advisable in order to implement the provisions of Paragraph (b) of said Section 17 of Chapter 183A.

(b) Each Unit Owner hereby votes, and covenants and agrees with and for the benefit of the other Unit Owners, to vote, and hereby and by acceptance by each such Unit Owner of the Unit Deed to such Unit Owner's Unit (whether or not it is so expressed in such deed) grants to the other Unit Owners (on behalf of such granting Unit Owner) an irrevocable power of attorney, coupled with an interest and proxy to vote, in the name and behalf of such granting Unit Owner (without the requirement or necessity of securing any further consent or execution of any further document by such Unit Owner) at any meeting of Unit Owners of the Condominium, in favor of repair or restoration of any casualty to any portion of the Condominium if and only if:

- (i) As a result of such casualty the loss is less than ten percent (10%) of the value of the Condominium prior to the casualty;
- (ii) The insurance proceeds payable with respect to such casualty loss, plus any sums that other Unit Owners may agree to contribute for such purpose, or reserves maintained by the Condominium Trust will be adequate to pay the amount by which the costs of such repair or restoration exceed any deductible amount provided for in the Condominium's master policy of property insurance obtained by the Trustees in accordance with the provisions of the foregoing Section 3 of this Article V; and
- (iii) Any damage to the portions of such granting Unit Owner's Unit required to be insured by the Condominium under said master policy of property insurance can reasonably be expected to be repaired or restored within one (1) year from time that such repair or restoration work is commenced.

(c) If and whenever the Trustees shall propose to make any improvement to the Common Elements of the Condominium or it shall be requested in writing by the Unit Owners holding twenty-five percent (25%) or more of the Beneficial Interests in the Common Elements (in accordance with Exhibit C of the Master Deed) to make any such improvement, the Trustees shall submit to all Unit Owners (i) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same, and (ii) a copy of the provisions of Section 18 of Chapter 183A. Upon the first to occur of (i) the receipt by the Trustees of such agreement signed by Unit Owners holding seventy-five percent (75%) or more of the Beneficial Interests in the Common Elements, or (ii) the expiration of ninety (90) days after the date such agreement was first submitted to the Unit Owners, the Trustees shall notify all Unit Owners of the aggregate percentage of such Beneficial Interests held by Unit Owners who have then signed such agreement. If such percentage is or exceeds seventy-five percent (75%), the Trustees shall proceed to make the improvement or improvements specified in such agreement, charging all Unit Owners in the same proportion as they contribute to the Building Common Expenses. If such percentage is or exceeds fifty percent (50%) of the aggregate Beneficial Interest of all Unit Owners in the Common Elements, but

is less than seventy-five percent (75%) thereof, the Trustees shall resubmit the form agreement to those Unit Owners who originally assented thereto, and if the agreement is then signed by Unit Owners holding fifty percent (50%) or more of the aggregate Beneficial Interest of all Unit Owners in the Common Elements within ninety (90) days after such agreement was resubmitted, the Trustees shall proceed to make the improvement or improvements specified in such agreement, charging each Unit Owner who has so assented a pro rata share of the cost of such improvement or improvements, based upon such Unit Owner's Beneficial Interest in the Common Elements as a percentage of the aggregate percentage of Beneficial Interests in the Common Elements held by Unit Owners who have signed such resubmitted agreement (that is: the Unit Owner's Beneficial Interest in the Common Elements divided by the aggregate percentage of Beneficial Interests in Common Elements held by Unit Owners that signed resubmitted agreement expressed as a percentage).

(d) If and whenever any Unit Owner shall propose to make an improvement to or affecting the Common Elements, at such Unit Owner's expense, and the Trustees determine in their reasonable discretion that such improvement would be consistent and compatible with the provisions and intent of the Master Deed and this Declaration of Trust, the Trustees may, but shall not be obligated to, authorize such improvement to be made at the sole expense of the Unit Owner proposing the same, without the consent or approval of other Unit Owners, subject to such contractual undertakings of the Unit Owner proposing such improvement as the Trustees in their reasonable discretion deem to be necessary or desirable in the circumstances. The provisions of this Subsection 4(d) requiring authorization of the Trustees for such improvements shall not be applicable to such improvements made by the Declarant, and shall not restrict, diminish or otherwise affect any of the rights and privileges of the Service Unit Owners or the Garage Unit Owner granted, reserved, contained or referred to in the Master Deed or elsewhere in this Declaration of Trust.

(e) Notwithstanding anything to the contrary contained in this Section 4, the Trustees shall not in any event be obliged to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the estimate by the Trustees of all costs thereof. As used in this Section 4, "improvements" shall mean changes (i) beyond the original scope the building or buildings included within the Condominium (whether such inclusion of a building or buildings occurs upon the recording of the original Master Deed or by a subsequent amendment thereof), or (ii) substantial construction of site improvements such as retaining walls or driveways, but "improvements" shall not include capital repairs, replacements or upgrades of existing fixtures; construction or building components or site improvements; changes mandated by requirements of applicable code or licensing authorities or agencies; construction or changes which are not paid for by the Trust and for which there is no charge or assessment to Unit Owners; or construction or changes made by the Declarant to add additional phases of the Condominium.

#### Section 5. Condemnation

(a) If more than ten percent (10%) in value of the Condominium is taken under the power of eminent domain, then the taking shall be treated as a casualty loss and the provisions of Section 4 of these Bylaws and the provisions of Section 17 of Chapter 183A 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 Chapter 183A, the Trustees shall have the authority to acquire the remaining portions of such Units for such price as the Trustees shall determine, provided that any Unit Owners of such remaining portion who does not agree with such determination may apply to the Superior Court of Barnstable County on such notice to the Trustees and the other Unit Owners as the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as determined 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

Trustees may make such provision for realignment of the Percentage Interest in the Common Elements as shall be just and equitable.

(b) In the event of a total or partial taking under the powers of eminent domain, the Unit Owners shall be represented by the Trustees in any related proceedings, negotiations, settlements or agreements, and each Unit Owner shall be deemed to have appointed the Trustees as attorney-in-fact for such purpose. 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 part or portions of the award which are attributable to direct or consequential damages suffered by particular Units or Parking or Storage Easements or Licenses, as determined by the Court, which shall be payable to the Owners of such Units, Parking or Storage Easements or Licenses, or their mortgagees, as their interests may appear. Subject always to the prior rights of the Unit Mortgagees, in the case of a total taking of all Units and the Common Elements, the entire award shall be payable to the Trustees to be distributed to the Unit Owners and their mortgagees in accordance with their respective percentage interests in the Common Elements (or ownership of Parking or Storage Easements or Licenses).

#### Section 6. Rules and Regulations

(a) The Trustees have adopted the initial Rules and Regulations set forth in Exhibit A hereof, governing the details of the operation and use of the Common Areas and Facilities and the Common Elements, and containing such restrictions on, and requirements respecting the use and maintenance of, the Common Areas and Facilities and the Common Elements as are consistent with the provisions of the Master Deed, and designed to prevent unreasonable interference with the use by the Unit Owners of the Common Areas and Facilities and the Common Elements.

(b) The Trustees shall administer such Rules and Regulations, subject to the provisions of this Declaration of Trust.

(c) The Trustees may at any time and from time to time, amend, rescind or waive, any or all of such Rules and Regulations.

(d) The Trustees may at any time and from time to time, adopt other Rules and Regulations governing the details, restrictions and requirements respecting the operation, maintenance and supervision of the Common Areas and Facilities and the Common Elements as are consistent with the provisions of the Master Deed, and as are designed to prevent unreasonable interference with the use of the Common Areas and Facilities and of the Common Elements by the Unit Owners.

(e) Notwithstanding the foregoing provisions of this Section 6:

(i) The Trustees shall furnish copies of any new rule or regulation, or amendment of any existing rule or regulation, to the Unit Owners prior to the time when such new rule or regulation, or amendment, as the case may be, shall become effective; and

(ii) Any waiver, rescission, amendment, adoption or enforcement of a rule or regulation whether by the Trustees or the Unit Owners, as hereinbefore set forth shall be uniformly binding upon all Unit Owners, provided that no rule or regulation shall unreasonably derogate from the rights of the owners of Service Units or the Garage Unit to use their Units in a commercially reasonable manner.

Section 7. Meetings

- (a) Trustees' Meetings. The Trustees shall meet annually on the date of the annual meeting of the Unit Owners. Other meetings may be called by any Trustee, and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting shall be given at least five (5) days before such meeting to each member of the Board of Trustees. A majority of the Trustees shall constitute a quorum at all meetings. All meetings shall be conducted in accordance with such rules as the Trustees may adopt.
- (b) Unit Owners' Meetings. There shall be an annual meeting of the Unit Owners on the last Wednesday of April in each year at 7:00 P.M. on the Condominium premises or at such other reasonable place and time (not more than twenty-one (21) days before or after said date) as may be designated by the Trustees by written notice given to the Unit Owners at least fourteen (14) days prior to the date so designated. At the annual meeting of the Unit Owners, the Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Trustees propose to submit to the Unit Owners a matter which is necessary or appropriate for approval by the Unit Owners, the notice of such meeting shall state and reasonably specify such matter. A quorum of Unit Owners shall consist of fifty-one percent (51%) in interest of Unit Owners.
- (c) Any Trustee or Unit Owner may, at any time, waive notice of any meeting in writing and such shall be deemed equivalent to the giving of such notice. Attendance by a Trustee or Unit Owner without objection to lack of notice at any meeting shall constitute a waiver of notice by such Trustee or Unit Owner of notice of such meeting. If all of the Trustees are present at any meeting of the Trustees, or if all of the Unit Owners are present at any meeting of the Unit Owners, respectively, no notice shall be required and any business may be transacted at such meeting of the Trustees, or Unit Owners, respectively.
- (d) Any action taken by unanimous written consent of all of the Trustees then in office shall be fully valid as though taken at a meeting. Such writing shall be filed with the records of the Trustees.
- (e) Any action taken by unanimous written consent of all of the Unit Owners shall be fully valid as though taken at a meeting. Such writing shall be filed with the records of the Unit Owners.

Section 8. Notices to Unit Owners

Every notice to any Unit Owner required under the provisions hereof, or which may be deemed by the Trustees necessary or desirable or which may be ordered in any judicial proceeding, shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one (1) or more of the Trustees to such Residential Unit Owner by leaving such notice at such residence in the Condominium or by mailing it, postage prepaid, addressed to such Unit Owner at his address as it appears upon the records of the Trustees, at least five (5) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given, unless a different period for the giving of such notice is specified in these Bylaws. To the extent permitted by law, notice to Unit Owners may also be validly delivered by electronic mail, posting on electronic media regularly used by the Unit Owners for communications or in similar fashion as may be provided for in the Rules and Regulations from time to time.

Section 9. Inspection of Books; Reports to Unit Owners

The Trustees shall keep detailed records of the actions of the Trustees, minutes of the meetings of the Trustees, 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 Expenses against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. Copies of the Condominium Documents, as the same may be amended from time to time, shall be maintained at the office of the Trustees. All of the foregoing records, accounts and documents shall be available for inspection by Unit Owners, their authorized agents, and lenders, mortgagees, holders, insurers, and guarantors of any mortgage on any Unit at all reasonable times. The Trustees shall, within one hundred and twenty (120) days after the close of each fiscal year, complete a financial report of the operation of the Condominium Trust for such year, with financial information in such form and detail as the Trustees shall deem proper including, without limitation, a balance sheet, income and expense statement, and a statement of funds available in the various funds of the Condominium, and shall make such financial report available to Unit Owners within thirty (30) days after such completion. The financial report shall be reviewed annually by an independent certified public accountant in accordance with the requirements of Chapter 183A. "Available" shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances. Except in the case of fraud committed by any Trustee, any person (other than a mortgagee or mortgage insurer or guarantor) who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees, given by registered or certified mail within a period of sixty (60) days of the date of receipt by him, shall be deemed to have assented thereto. The holder, insurer or guarantor of any first mortgage shall be entitled to a copy of any financial report upon request in writing to the Trustees.

Section 10. Checks, Notes, Drafts and Other Instruments

During the term of the Initial Board, the signature of one (1) Trustee shall be required. After the resignation of the Initial Trustee (i.e., subsequent to the term of the Initial Board), (a) checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Condominium Trust may be signed by any two (2) Trustees, or by any person or persons (who may be one of the Trustees) to whom such power may at any time or from time to time be designated by not less than a majority of the Trustees; and (b) all vouchers, if any, for the payment of any Common Charge shall be approved by not less than two (2) Trustees in each instance.

Section 11. Seal

The Trustees may, at any time or from time to time, at their discretion, adopt a seal circular in form bearing the name of this Condominium Trust and the year in which this instrument was recorded in the registry of deeds, or a common or wafer seal, which shall be valid for all purposes.

Section 12. Fiscal Year

The fiscal year of the Condominium Trust shall be the calendar year, or such other date is may from time to time be determined by the Trustees.

Section 13. Management: Employees

(a) The Trustees, at their discretion, may, but need not, appoint a real estate management firm or manager to manage the Condominium, at such compensation, and upon such terms and conditions as the

Trustees see fit. If such management firm or manager is so appointed, the Trustees may delegate to such firm or manager such duties as are customarily and usually performed by property operators or managers of similar properties in the Greater Boston or Cape Cod areas, or such duties as the Trustees may at any time and from time to time, expressly delegate, provided, however, that the Trustees shall have no power to delegate decision making that is the responsibility of the Trustees under the Condominium Documents, but shall be permitted to delegate to a property manager solely the administrative and managerial functions set forth herein as the responsibility of the Trustees.

(b) Notwithstanding anything to the contrary herein, any agreement for professional management of the Condominium shall provide that the management contract may be terminated for cause and without payment of a termination fee or penalty on ten (10) days' written notice, and without cause and without payment of a termination fee or penalty on ninety (90) days' written notice, or less, and the term of any such contract shall not exceed three (3) years; except that the term of any such management contract entered into when the Declarant controls the Board of Trustees shall be cancelable by the Condominium Trust with or without cause and without penalty or termination fee at any time after control of the Board of Trustees is transferred to the Unit Owners. Any management agreement shall be renewable at the election of the management firm and the Board of Trustees.

(c) During the term of the Initial Board, the Initial Board may hire and dismiss any employees of the Condominium. Subsequent to the expiration of the term of the Initial Board, a majority vote of the Trustees shall be necessary for the hiring and dismissal of any employees of the Condominium.

#### Section 14. Protection of Mortgagees; Freddie Mac; Fannie Mae; Amendment.

(a) Certain Definitions

- (i) The term "Eligible Mortgage Holder" means a holder of a first mortgage on a Unit that has requested notice of certain matters from this Condominium Trust as set forth in these Bylaws.
- (ii) The term "Eligible Insurer or Guarantor" means an insurer or governmental guarantor of a first mortgage that has requested notice of certain matters as set forth in these Bylaws.
- (iii) The term "Fannie Mae" means the Federal National Mortgage Association.
- (iv) The term "Freddie Mac" means the Federal Home Loan Mortgage Corporation.
- (v) Any reference to Fannie Mae and Freddie Mac shall refer to any successor institution(s) which guaranty or make a market in home mortgages and hold one or more mortgages of Units in the Condominium or any interest therein.

(b) Certain Prohibitions

- (i) There shall be no restriction upon any Unit Owner's right of ingress or egress to his or her Unit, which right shall be perpetual and appurtenant to the ownership of the Unit.
- (ii) Except as the use of Units and the use and transfer of Parking or Storage Easements or Licenses may be limited by the Condominium Documents, including, but not limited to Sections 9 and 10 of the Master Deed, the Condominium Documents shall not restrict the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit or Parking or Storage Easement or Licenses.
- (iii) There shall be no restriction on the right of any Unit Owner to mortgage or otherwise encumber such Unit, Parking or Storage Easement or License.
- (iv) Except for the rights of the Declarant in Sections 3 and 14 of the Master Deed, the condominium shall not be subject to "expansion" or "phases."

- (v) Prior to replacement of the Initial Board by the subsequent Board of Trustees, no management contract shall be entered into unless this Condominium Trust is provided with a right of termination of any such contract or lease with cause on ten (10) days' notice, or without cause on ninety (90) days' notice, in each case exercisable without penalty at any time after transfer of control.
- (vi) The Condominium Documents shall not be amended or modified if the result of any such amendment or modification would:
  - a) Add a further "right of first refusal;" or
  - b) Permit an addition or expansion to the Condominium project in which sections or phases are established, except as permitted in the Master Deed.
- (c) Rights of Eligible Mortgage Holders and Eligible Insurers or Guarantors; Notice of Action.

Upon written request to the Trustees identifying the name and address of the mortgage holder, insurer or guarantor and the Unit number or address, any first mortgagee (after such written request, an "Eligible Mortgage Holder," or "Eligible Insurer or Guarantor") and any such Eligible Mortgage Holder or Eligible Insurer or Guarantor will be entitled to timely written notice of:

- (i) Any condemnation loss or any casualty loss that affects either a material portion of the project or any Unit on which there is a first mortgage held, insured, or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, as applicable;
- (ii) Any delinquency in the payment of assessments or charges owed, or default in the performance of any obligation under the Condominium Documents, by a Unit Owner whose Unit is subject to a first mortgage held, insured or guaranteed by such first mortgage holder or Eligible Mortgage Holder or Eligible Insurer or Guarantor, which remains uncured for a period of sixty (60) days;
- (iii) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Trust; and
- (iv) Any proposed action that would require the consent of a specified percentage of Eligible Mortgage Holders.
- (d) Amendment to Document
  - (i) Where Unit Owners are considering termination of the legal status of the Condominium for reasons other than substantial destruction or condemnation of the property, the consent of Unit Owners to which at least ninety percent (90%) of the votes in this Condominium Trust are allocated and the approval of Eligible Mortgage Holders representing at least fifty-one percent (51%) of the votes of the mortgaged Units shall be required to terminate the legal status of the project as a condominium. The approval of an Eligible Mortgage Holder may be assumed when an Eligible Mortgage Holder fails to submit a response to any written request to approve an amendment within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.
  - (ii) Any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs shall require the consent of the owners of Units to which at least ninety percent (90%) of the votes in the Condominium Trust and Eligible Mortgage Holders



- representing at least fifty-one percent (51%) of the votes of the Units that are subject to mortgages held by Eligible Mortgage Holders,
- (iii) Except as otherwise provided in the Condominium Documents, the consent of the owners of Units to which at least fifty-one percent (51%) of the votes in the Condominium Trust are allocated, and the approval of at least fifty-one percent (51%) of the Eligible Mortgage Holders (based on one vote for each Unit subject to a mortgage held by an Eligible Mortgage Holder), and the approval of a majority of the Board of Trustees shall be required to add or amend any material provisions of the Condominium Documents with respect to any of the following:
- a) voting rights;
  - b) reductions in reserves for maintenance, repair and replacement of the common areas;
  - c) responsibility for maintenance and repairs;
  - d) reallocation of Percentage Interests in the Common Elements or rights to their use;
  - e) redefinition of any Unit boundaries;
  - f) except as set forth in the Master Deed and the Condominium Trust, expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the Condominium;
  - g) convertibility of Units into Common Elements or vice versa;
  - h) hazard or fidelity insurance requirements;
  - i) except as set forth in the Master Deed and this Condominium Trust, imposition of any restrictions on the leasing of Units;
  - j) a decision by the Condominium Trust to establish self-management if professional management had been required previously by an Eligible Mortgage Holder;
  - k) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
  - l) restoration or repair of the project (after hazard damage or partial condemnation) in a manner other than that specified in the Condominium constituent documents; or
  - m) any provisions which are for the express benefit of Mortgage Holders, Eligible Mortgage Holders or Eligible insurers or Guarantors of mortgages on Units.
- (iv) An addition or amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. An Eligible Mortgage Holder who receives a written request to approve additions or amendments which are material who does not submit a response to the requesting party within thirty (30) days after the request is made shall be deemed to have approved such request. Additionally, if specifically provided by any applicable Fannie Mae or Freddy Mac regulation, policy or servicer guide, implied approval of any addition or amendment may be assumed when an Eligible Mortgage Holder fails to submit response to any written proposal for an amendment within thirty (30) days after the proper notice of the proposal is received, provided the notice has been delivered to the mortgage holder by certified or registered mail, return receipt requested.

(e) Right of Action

The Condominium Trust shall have a right of action against Unit Owners for failure to comply with the provisions of the Condominium Documents and decisions of the Trustees of this Trust. Any such action may be brought in any court of competent jurisdiction.

(f) First Mortgagee Obtaining Title

Any first mortgagee who obtains title to a Condominium Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee except as otherwise set forth in Section 6 of Chapter 183A.

(g) Additional Prohibitions

Except as permitted in the Master Deed, and except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium, unless at least 51% of the first mortgagees (based upon one vote for each first mortgage owned), or owners other than the Declarant) of the individual Residential Units have given their prior written approval, the Condominium Trust shall not be entitled to:

- (i) By act or omission, seek to abandon or terminate the Condominium;
- (ii) Change the pro rata interest or obligations of any individual Condominium Unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each Condominium Unit in the Common Elements (except for as permitted in the Master Deed);
- (iii) Partition or subdivide any Unit, unless such partition or subdivision is done to restore a Unit to its earlier configuration;
- (iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities or the Common Elements (the granting of easements for public utilities for other public purposes consistent with the intended use of the common elements by the Condominium shall not be deemed a transfer within the meaning of this clause);
- (v) Use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to common elements) for other than the repair, replacement or reconstruction of such Condominium Property; or
- (vi) Provide any Unit Owner or Owners or any other party or parties priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a payment to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or taking of Condominium Units and/or Common Elements.

(h) Vote or Consent

The right of any Unit Owner to vote or grant or withhold any consent or exercise any rights pursuant to the provisions of the Condominium Documents may be assigned to or restricted in favor of any mortgagee, and the Trustees shall be bound by such assignment or restriction, provided, however, that such assignment or restriction does not conflict with the provisions of Chapter 183A and that the mortgagee has notified the Trustees of such assignment or restriction in writing.

(i) Rights and Duties

Each Unit Owner shall be subject to all the rights and duties assigned to Unit Owners in the Condominium Documents. Except as expressly otherwise set forth in the Condominium Documents with respect to rights and easements reserved to the Declarant, the Declarant's rights and duties under the provisions of the Condominium Documents with respect to unsold Units shall be the same as any other Unit Owner,

(j) Information

The Trust shall promptly deliver the following information, in writing, to any mortgagee, mortgage holder, mortgage servicer, holder, guarantor or insurer of a mortgage, Freddie Mac or Fannie Mae, requesting same in writing (and furnishing the requesting party's name, address, and the number or address of the Unit on which it holds or insures or guarantees or services a mortgage), without expense to the requesting party:

- (i) Notification of any default in the performance by the individual Unit borrower of any obligation under the Condominium Documents which is not cured within sixty (60) days;
- (ii) Written certification as to whether or not the owner of any Unit, encumbered by a mortgage held or serviced, in whole or in part, by the requesting party, is more than one (1) month delinquent in the payment of Common Charges or assessments;
- (iii) Written certification as to the percentage of Unit Owners who are more than one (1) month delinquent in the payment of Common Charges or assessments;
- (iv) A statement to the best of the Condominium Trust's knowledge as to the percentage of Units which have been sold and conveyed to bona fide purchasers (who have closed or who are legally obligated to close) and the percentage of Units which are occupied by individual Unit Owners as their primary year round residence;
- (v) Any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage;
- (vi) Any lapse, cancellation or material modification of any insurance policy maintained by this Condominium Trust; and
- (vii) Any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

(k) Fannie Mae; Freddie Mac

The provisions of this Section 14 are set forth so that the Condominium will comply with the requirements of Freddie Mac and Fannie Mae, and the provisions of this Section 14 shall be construed and interpreted in accordance with that intention.

## ARTICLE V. PART B

Article V, Part B contains Sections 15 through 22, establishing Bylaws of the Condominium Trust relative to use of Units, Common Areas and Facilities and Common Elements.

### Section 15. Environmental Matters

(a) No Unit Owner shall (with or without negligence) cause, permit or suffer the release, escape or disposal of any biologically or chemically active or other hazardous substances or material on any part of the Condominium. No Unit Owner shall keep, maintain, store or dispose of (into the sewage or waste disposal system or otherwise) or engage in any activity which might produce or generate any substance which is or may hereafter be classified as hazardous substances or materials, as defined hereinafter, in, on, at, under, within or from the Condominium, except for (A) amounts of such substances as are usually and customarily used in connection with the use, operation, maintenance and repair of premises similar to the Condominium, and then only in compliance with any and all laws applicable thereto, (B) gasoline, motor oil and other automotive fluids contained within tanks, reservoirs and lines forming integral parts of motor vehicles located within the Condominium or the Garage Unit from time to time, as and to the extent permitted under this Declaration, provided that such motor vehicles are in good repair and in compliance with any and all laws applicable thereto, and (C) propane, natural gas or heating oil or similar fuels contained in storage tanks, reservoirs, pipes, lines or other vessels to provide fuel for heating, hot water, power generation or cooking that comply with applicable laws, rules, codes or regulations.

(b) Without limiting the generality of the foregoing language, "hazardous substances and materials" shall include those described in (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC Section 6901 et seq., (ii) the Resource Conservation and Recovery Act, as amended, 42 USC Section 6901 et seq., (iii) the Massachusetts Hazardous Waste Management Act, as amended, M.G.L. Chapter 21, (iv) the Massachusetts Oil and Hazardous Material Release Prevention Act, as amended, M.G. .L. Chapter 21E, and (v) any statutes similar to the foregoing, and any regulations adopted under any of said statutes.

### Section 16. Leases and Tenancies

(a) In the event any Residential Unit Owner shall propose to rent or lease such Residential Unit, the Unit Owner shall request approval from the Trustees in writing not less than twenty-one (21) days prior to executing a lease with a potential lessee. The Unit Owner's written request for approval shall include a copy of the lease form proposed to permit the Trustees to review it for compliance with the Condominium Documents and shall provide sufficient information to permit the Trustees to determine whether the proposed lessee or tenant meets all of the qualifications for occupying a Unit described in Section 1(f) of Article X of this Declaration of Trust (or otherwise adopted by the designated Service Unit Owner described therein) (including, without limitation, requirements as to the proposed lessee's health, income and ability to pay rent, condominium charges and amounts due under the Residency and Services Agreement), and shall include the commitment of such proposed lessee, tenant or occupant to execute and deliver a "Residence and Services Agreement" in the form then currently being used by the Declarant or the Trustees or the owner(s) of the Service Units. The party to whom any Residential Unit is so rented, let, leased, or licensed shall enter into (i) a written lease or other written instrument evidencing such arrangement, and (ii) a written undertaking addressed directly to the Trustees, in which the party acknowledges and agrees to comply with all applicable provisions of the Condominium Documents. An original counterpart of such instruments, signed and acknowledged by such Residential Unit Owner and such party, shall be delivered to the Trustees as a condition precedent to the validity of such arrangement.

The foregoing provision of this Section 16 shall not apply to leases of Units by the Declarant or its successor that are governed by the provisions of the Affordable Rental Housing Agreement and Restriction referenced in Exhibit A of the Master Deed, which controls in the event of a conflict with the provisions of this Section 16. Each Service Unit Owner shall have the right to rent, let, lease, sublease, license or permit the use of all or any portion of a Service Unit to any one or more parties (including, without limitation, the right to enter into a so-called "master lease" of all or any portion of a Service Unit for use and operation in whole or in part on an integrated basis with property outside the Condominium), subject to the provisions of Section 13(b) of the Master Deed, without the consent or approval of any other Unit owner or the Trustees; provided, however, a Service Unit Owner shall provide a list of all tenants, occupants, subtenants, and assignees of said Service Unit to the Trustees. The Garage Unit Owner and the Residential Storage Unit Owners shall have the right to sell Parking or Storage Easements or Licenses, as the case may be, and the right to rent, let, lease, sublease, license or otherwise use the Garage Unit or Residential Storage Areas, all as provided in the Master Deed, without further consent or approval.

(b) Each Unit Owner shall be responsible for and shall bear all costs and expenses (including reasonable attorneys' fees and expenses) relating to any enforcement, eviction or similar proceedings resulting from the failure of the Unit Owner or any tenant or occupant claiming by, through or under such Unit Owner to comply with all of the applicable provisions and restrictions in the Condominium Documents, and until any and all of the same incurred by the Trustees are paid by such Unit Owner the same shall, without limitation, constitute a lien against such Unit Owner's Unit pursuant to the provisions of this Section 16 and Section 6 of Chapter 183A.

#### Section 17. Maintenance and Repairs, Renovation of Units

(a) Subject to the provisions of the Master Deed, all maintenance and replacement of and repairs to any Unit, ordinary or extraordinary, other than to the windows and the Common Elements contained therein not necessitated by the negligence, misuse or neglect of the owner of such Unit, and including such maintenance, replacement and repairs to the doors (glazed and unglazed), and to electrical, plumbing, and heating, ventilating and air conditioning fixtures and equipment within the Unit, exclusively serving said Unit, or belonging to the Unit Owner, wherever located, which are not a part of the Common Elements, and the washing of interior glass shall be done by the Unit Owner at the Unit Owner's expense, excepting as otherwise specifically provided herein. Notwithstanding the foregoing, the Trustees shall specify the materials, colors, and paint of exterior doors to Condominium Units, whether or not such doors are part of the Unit. Each Unit Owner shall be responsible for all damage to any and all other Units and to the Common Elements that his failure so to do may engender. In the event a Unit Owner does not maintain its Unit in accordance with this Section, the Trustees shall have the right to undertake such maintenance and charge the Unit Owner for the costs of such maintenance, and the Condominium Trust shall not be liable for any loss, cost or damage resulting from such undertaking of maintenance. Pursuant to the provisions of the Residency and Services Agreement, the owner or operator of certain of the Service Units may agree to perform certain of the maintenance obligations of the Residential Unit Owners.

(b) Except for and subject to the rights and privileges of the Declarant granted, reserved or contained in the Master Deed or the Declaration of Trust, all maintenance, and replacements of and repairs to the Common Elements as defined in the Master Deed, and all maintenance, and replacement of and repairs to the exterior walls of the Building and to structural parts of the Building and the painting and decorating of the exterior doors of the Building and exterior window sash, and the washing of the exterior window glass, glazed doors, and other exterior glazed areas, shall be made by the Trustees and shall be a Common Charge, except that (i) to the extent the same are necessitated by the negligence, misuse or neglect of a Unit Owner and (ii) as to Limited Common Elements that a Unit Owner shall have

the exclusive right to use and obligation to maintain, repair, or replace, under Subsection 7(b) of the Master Deed, in each such case shall be charged to such Unit Owner.

(c) Except for and subject to the rights and privileges of the Declarant granted, reserved, contained, or referred to in the Master Deed, the Declaration of Trust, or the Rules and Regulations, nothing shall be done in any Unit or in, or to the Common Elements, that will impair the structural integrity of, or structurally change, the Building or any Common Elements, or that will in any way destroy or adversely affect the sound or vibration insulation or air or water-tightness of the Building.

(d) The exterior of any Condominium Unit, the Common Elements, Limited Common Elements, and Limited Common Areas, shall not be altered, constructed, removed, decorated or painted in any manner except as specifically permitted in the Master Deed or otherwise approved by the Trustees.

#### 18. Right of Access - Pass Keys

(a) Subject to the provisions of (i) Massachusetts General Laws, Chapter 183A, Section 4, and (ii) Subsection (b) of this Section 18, the Trustees in their capacities as such Trustees, and any manager engaged by the Trustees, shall have a right of access to all Units at any time in case of emergency, and at all other times during reasonable times by prior appointment with each Unit Owner, for the purpose of making or performing inspections, repairs or maintenance.

(b) The Trustees or their designated agent shall retain a pass key to each Unit, Storage Area or Storage License, and any other doors in the Condominium, and no Unit Owner shall install deadbolts or alter, change or install any locks without first providing the Trustees or their designated agent with a pass key with respect to any such changed, altered or new lock. The occupant or the operator of the Service Units may provide for additional access to Residential Units pursuant to the terms of the Residence and Service Agreement. The Owner of the Garage Unit shall have the right to require holders of Parking Easements or Parking Licenses to provide copies of keys to any vehicles in the Garage Unit.

#### Section 19. Pets

Pets may be kept by any Residential Unit Owner only with the prior written approval of the Trustees, which approval may be revoked at any time. The Residential Unit Owner requesting such approval will be required to sign an agreement in form satisfactory to the Trustees confirming Unit Owner's obligation to pay (i) a monthly charge, (ii) all costs of enforcing such agreement, and (iii) to pay the costs of cleaning and repairs necessitated by any such pet. The Service Unit Owners and the Garage Unit Owner shall have the right in their sole discretion to determine whether pets shall be allowed by the general public, including occupants of the Residential Units, in the Service Units and Garage Unit, respectively.

#### Section 20. Signs

The provisions of Section 8(b) of the Master Deed are incorporated herein with respect to signage of Service Units.

Except for signs erected and maintained by the owners of the Service Units, the Garage Unit and by the Trustees at any entrance or on any awning or similar projection, any of which shall comply with all laws and existing, recorded agreements, no business, professional, commercial or other signs, whether designed for profit, altruism or otherwise shall be maintained or permitted on any part of the property nor shall any "For Sale", "For Rent", or "For Lease" sign be permitted thereon except by the Declarant during

such time as the Declarant owns one (1) or more Units or one (1) or more Parking Easements or Storage Licenses in the Condominium.

Section 21. Safety

Each Unit Owner assumes complete responsibility for the safety of himself, his family, guests, invitees, licensees, agents, servants, tenants, roommates, and employees while such persons are in his Unit, or any other Unit, or on the Common Areas and Facilities or the Common Elements of the Condominium.

Section 22. Conduct, Violations by Residential Unit Owners

The provisions of this Section 22 shall be applicable to the Residential Units and the Residential Unit Owners.

- (a) The violation of any rule or regulation adopted by the Trustees, or the breach of any of these Bylaws, or the breach of any provisions of the Master Deed, the Declaration of Trust or the offending Unit Owner's Unit Deed, shall give the Trustees the right, in addition to any other rights set forth in these Bylaws, to enjoin, abate or remedy by appropriate legal proceedings, either at law or equity (or both) continuance of any such breach. In addition to the foregoing, and not in substitution therefore, the Trustees shall have the power to levy fines against Unit Owners for such violations. Fines established by the Trustees shall be adjusted by the Trustees for inflation from time to time for any one violation but for each day a violation continues after notice it shall be considered a separate violation. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were Common Charges owed by the particular Unit Owner or Unit Owners. In the case of persistent violations by a Unit Owner, the Trustees shall have the power to require such Unit Owners to post a bond to secure adherence to the Rules and Regulations, Bylaws, Master Deed, the Declaration of Trust, and/or the Unit Deed.
- (b) No Residential Unit Owner shall make, permit or suffer any disturbing noises or vibrations by means of a radio, phonograph, stereo, television, piano or other musical instrument or other device such as stepping machines and other exercise equipment or form of technology of any description, such Unit Owner or any person or pet occupying or visiting such Unit Owner, nor do, permit or suffer anything by such persons that will unreasonably interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No radio, phonograph, stereo, television or other device shall incorporate outside terrace speakers without the approval of the Trustees.
- (c) No part of the Condominium shall be used for any purposes except as permitted in accordance with the Master Deed. None of the Residential Units shall be used for any so-called time-sharing program or purpose, including, without limitation, so-called time span ownership, interval ownership, or a time-sharing license or lease program.
- (d) 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 Master Deed and the Declaration of Trust.
- (e) Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of the insurance of the Condominium or the contents thereof; provided, however that a Unit Owner shall be responsible for increases in insurance premiums resulting from such Unit Owner's use. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the Common Elements, that will result in the cancellation of the insurance on the Condominium or the contents thereof, make such insurance coverage voidable or that would be in violation of any law.

(f) Each Unit Owner shall keep his or her Unit (and any exclusive, appurtenant Common Elements) 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. The water closets, toilets, urinals and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, paper, ashes, or other substances (whether consisting of plastic or paper, biodegradable and non-biodegradable products) and the like, shall be thrown therein. Any damage to plumbing systems of the Condominium resulting from such misuse shall be paid for by the Unit Owner who shall have caused or permitted it and the Trustees may assess such Unit Owner therefore.

(g) Except for and subject to the rights and privileges of the Declarant and the Service Unit Owners granted, reserved, contained, or referred to in the Master Deed or the Declaration of Trust, any maintenance, repair or replacement of portions of a Unit or the Common Elements which are the responsibility of a Unit Owner pursuant to the Master Deed or this Declaration of Trust shall be done only by contractors or workmen approved in advance by the Trustees and no unauthorized person, including a Unit Owner, shall be permitted on the roof, or in any common mechanical, utility or like rooms and areas of the Condominium without the prior consent of the Trustees.

(h) Each Unit Owner shall indemnify and hold harmless, the Trustees and other Unit Owners from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, and/or injury (to property or person including, without limitation, wrongful death) whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state or local government body or agency arising out of an incident to any acts, omissions, negligence, willful misconduct of any outside party, its personnel, employees, agents, contractors or volunteers in connection with or arising out of the outside parties' performance of services for such Unit Owner, to the full extent permitted by law. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees and related costs or expenses for all legal expenses and costs incurred by it in connection with any such claim.

(i) If any key or keys (or lock combination) other than keys, or key fobs which are retained by Trustees pursuant to this Section are entrusted by a Unit Owner or occupant or any agent, employee, licensee, lessee or visitor of such Unit Owner or occupant, to a Trustee, or an agent or employee of the Trustees, including, without limitation, the managing agent of the Condominium, whether for such Unit, a Storage License, automobile, trunk, or other item of personal property, the acceptance of the key (or combination) or key fob shall be at the risk of such Unit Owner or occupant, and such Trustee, agent, employee, and the Trustees shall not be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

(j) All personal property of the Unit Owners in Units, Parking Easements, Parking Licenses, Storage Licenses, and elsewhere, as the case may be, shall be kept therein at the sole risk and responsibility of the respective Unit Owners, and none of the Trustees, their designated agents, the Declarant of the Master Deed, nor their respective successors or assigns, shall bear any responsibility therefore; any personal property of Residential Unit Owner or occupant or employee working in a Service Unit shall be left unattended only at the sole risk of the owner of such personal property.

(k) Subject to the rights and privileges of the Declarant granted, reserved, contained, or referred to in the Master Deed of the Condominium or the Declaration of Trust, nothing shall be altered in, constructed in, added to or removed from the Common Elements nor shall any entrance door to a Unit be altered, added, removed or replaced, except upon the prior written consent of the Trustees and in accordance with the provisions of the Master Deed and the Declaration of Trust.



(l) Without limitation, no improvements or alterations to, in or affecting any Unit, including any additions or alterations to electrical, plumbing, heating or other systems, equipment or facilities (such as the installation of lighting or a stereo system), shall eliminate, diminish or otherwise adversely affect the sound and/or vibration insulation between Units (horizontally or vertically) or between a Unit and the Common Elements; and no ventilator or air conditioning device or any other equipment or apparatus shall be installed or used in, on or outside of any window.

(m) Subject to the rights and privileges of the Declarant granted, reserved, contained, or referred to in the Master Deed of the Condominium or the Declaration of Trust, no Unit Owner shall decorate or furnish or adorn any part of the Common Elements in any manner, nor paint or decorate the exterior surface of any entrance door to a Unit, except with the prior written approval of the Trustees and in accord with the provisions of the Master Deed and the Declaration of Trust. No flags, windsocks, kites or wind chimes will be permitted to be hung, displayed, draped or posted to or from any window or terrace, or on the entrance doors to Residential Units.

(n) Residential Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of the Building or on the entrance doors to Units or any terrace, 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 or at any window, without the prior written consent of the Trustees. The Trustees shall provide uniform signage or other displays so that the names of residents of Residential Units may be displayed on or adjacent to the entry of such Residential Units in a uniform manner and on the mail box provided for the use of the Unit; except for such uniform signs or displays, occupants of Residential Units shall not be permitted to display their names in any entry, passageway, vestibule, hall, stairway or other common area or on a mail box.

(o) No penetrations of interior walls within a Unit, between Units or between a Unit and Common Elements shall be permitted other than (i) minor nail or screw holes for the installation of wall hangings, pictures, electric light fixtures and the like or (ii) for the installation of standard electrical or telephone outlets or switches and the like, without the prior approval of the Trustees. In no instances shall the studding of such walls be removed, reconfigured or reinforced for the purpose of wall hangings including, but not limited to, electronic devices such as televisions, stereos, etc. or similar devices, without the prior approval of the Trustees.

## ARTICLE VI. RIGHTS AND OBLIGATIONS OF THIRD PARTIES DEALING WITH THE TRUSTEES

### Section 1. Reliance on Identity of Trustees

No purchaser, mortgagee, lender, or other person dealing with the Trustees as they then appear of record in the Registry shall be bound to ascertain or inquire further as to the persons then Trustees hereunder or be affected with any notice, implied or actual, otherwise than by a certificate thereof, and such record or certificate shall be conclusive evidence of the personnel of said Trustees and of any changes therein. The receipts of the Trustees or anyone or more of them for monies or things paid or delivered to them or him or her shall be effectual discharges therefore to the person paying or delivering the same and no person from whom the Trustees or anyone or more of them shall receive any money, property, or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender, or other person dealing with the Trustees or with any real or personal property that then is or formerly was Trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge, or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees or anyone or more of them purporting to be done in pursuance of any of the provisions or powers herein contained, and any

instrument of appointment of a new Trustee or resignation or removal of an old Trustee purporting to be executed by the Trustees, Unit Owners, or other persons herein required by this Trust to execute the same shall be conclusive evidence in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation, removal, or appointment, or the occasion thereof.

Section 2. Personal Liability Excluded

No person shall have recourse at any time under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant, or agreement, whether oral or written, made, issued, or executed by the Trustees or by an agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee or against any beneficiary, either directly or indirectly, by legal or equitable proceeding, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees shall look only to the Trust property for payment under such contract or claim, or for the payment of any debt, damage, judgment, or decree, or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Trustees under the provisions of Section 8 of Article III hereof or under the provisions of Chapter 183A.

Section 3. All Obligations Subject to the Trust

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

Section 4. Further Matters of Reliance.

This Declaration of Trust and any amendments hereto and any certificate herein required to be recorded and any other certificate or paper signed by said Trustees or any of them which it may be deemed desirable to record shall be filed or recorded with the Registry and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the Trust property, or any beneficiary thereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be filed or recorded with the Registry. Any certificate signed by two Trustees in office at the time (or by only one (1) Trustee during the term of the Initial Trustee), including a certificate of unpaid Common Charges as provided by Subsection (d) of Section 6 of Chapter 183A, setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries, and also to matters determining the authority of the Trustees to do any act, when duly acknowledged and filed or recorded with the Registry shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by any Trustee hereunder, or by a majority of the Trustees hereunder, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustee of such majority, as the case may be, shall as to all persons acting in good faith in reliance thereon be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

## ARTICLE VII. AMENDMENTS AND TERMINATION

### Section 1. Amendments

(a) The Trustees may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent, provided such amendment, alteration, addition, or change is consented to in writing by Unit Owners holding fifty-one (51%) or more of the Beneficial Interests in the Common Elements. Written consent, or votes, may be submitted in person or by proxy at a duly held meeting of Unit Owners at which a quorum is present (as such quorum is provided for in Article V, Section 7(b) hereof with respect to matters not reserved solely to Residential Unit Owners, the Garage Unit Owner or the Service Unit Owners), with the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition, or change shall be valid or effective if it (i) is made without the consent of the Declarant while the Initial Board of Trustees is in office, (ii) changes or adversely affects in any way the Declarant's rights under Section 1 of Article III hereof, under the Master Deed, including, without limitation, Sections 14, 16 and 18 thereof, unless expressly consented to by the Declarant, (iii) changes or adversely affects in any way any of the rights, privileges, obligations or liabilities of the Service Unit Owners or Garage Unit Owner expressly granted, reserved, contained or referred to in the Master Deed (as it may be amended from time to time) or this Declaration of Trust unless expressly consented to in writing by the Service Unit Owners or Garage Unit Owner, as applicable, (iv) alters or in any manner or to any extent whatsoever modifies or affects the percentages of the Beneficial Interests hereunder of any Unit Owner so as to be different from the applicable percentages of the undivided interest of such Unit Owner in the Common Elements as set forth in the Master Deed, other than by consent of such Unit Owner, or (v) would render this Condominium Trust contrary to or inconsistent with any requirements of Chapter 183A or the provisions of the Master Deed. Subject to the requirements of Chapter 183A and the provisions of the Master Deed, this Declaration of Trust may only be amended as set forth in this Section 1.

(b) No amendment of this Declaration of Trust affecting any Unit in a manner which materially impairs the security of a mortgage of record thereon held by an institutional lender which an Eligible Mortgage Holder (as set forth in Article V, Section 14 of this Declaration of Trust) shall be of any force or effect unless the same has been consented to by the institutional holder of such mortgage, but no amendment of this Declaration of Trust in connection with combinations, subdivisions and/or partitions of Units expressly permitted pursuant to the provisions of the Master Deed shall be treated as impairing the security of any mortgage. Any consent of a Unit mortgage holder required pursuant to the preceding sentence shall not be unreasonably withheld or delayed and failure of any such holder who receives a written request for such consent to deliver or mail a response thereto within thirty (30) days shall be deemed to be the giving of such consent by such holder. The consent of such holders shall be recited in any instrument of amendment requiring the same.

(c) Any amendment, alteration, addition, or change effected pursuant to the foregoing provisions of this Section 1 shall become effective upon the filing or recording with the Registry of an instrument or amendment, alteration, addition, or change, as the case may be, signed, sealed, and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds, by the Trustees, setting forth in full the amendment, alteration, addition, or change, and reciting the consent of the Unit Owners herein required to consent thereto. Such recitation of consent may be in the form of a certificate of the Trustees, signed, sealed, and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds, stating that the amendment, alteration, addition or change was consented to in writing by fifty-one (51%) (or any such required, larger percentage) of the Unit Owners present in person or by proxy at a duly held meeting of Unit Owners, as aforesaid. Such instrument or certificate, or both, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all

prerequisites to the validity of such amendment, alteration, addition, or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third parties and for all other purposes.

(d) Notwithstanding the foregoing provisions of this Section 1 (except only that no amendment hereof which would render this Trust contrary to or inconsistent with any requirements of said Chapter 183A shall be effective), or any other provision to the contrary contained in this Declaration of Trust, the Trustees shall have the right, at any time and from time to time, to amend, alter, add to or change this Declaration of Trust without the consent of any Unit Owner or Unit mortgage holder, by instrument in writing signed and acknowledged by the Trustees and duly filed or recorded with the Registry, for the specific purposes of (i) making minor, clerical, or factual corrections to the provisions of this Declaration of Trust, including, without limitation, the rules and regulations annexed hereto, or (ii) complying with the requirements of Fannie Mae, Ginnie Mae and Freddie Mac, or any other governmental agency or other public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities in order to induce any of such agencies or entities to make, purchase, sell, insure or guarantee mortgages covering Unit Ownerships, (iii) bringing this Declaration of Trust into compliance with Chapter 183A, to the extent of any noncompliance, or (iv) implementing the provisions of the Master Deed with respect to amendments made by the Declarant in order to add additional phases or Units to the Condominium.

Section 2. Termination

The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure therefore set forth in Section 19 of said Chapter 183A and as set forth herein.

Section 3. Upon Termination

Upon the termination of this Trust, the Trustees may, subject to and in accordance with provisions of said Chapter 183A, sell and convert into money the whole of the Trust Property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by the Trustees which shall be conclusive as to all other property then held by the Trustees in trust hereunder, to the Unit Owners according to their respective percentages of Beneficial Interests in the Common Elements or, in the case of such proceeds solely derived from property of the Trust which is part of the Limited Common Elements, or to the owners of Parking or Storage Easements or Licenses in the case of such proceeds solely derived from Parking or Storage Easements or Licenses. In making any sale under this provision, the Trustees shall have power to sell or vary any contract of sale and to resell without being answerable for loss and, for said purposes, to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of property of the Trust may have passed.

ARTICLE VIII. CONSTRUCTION; INTERPRETATION

Section 1. Gender

In the construction hereof, whether or not so expressed, words used in the singular or in the plural, respectively, shall include both the plural and singular; words denoting males include females;

and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), partnerships, entities and quasi-entities, trusts and corporations; unless a contrary intention is to be inferred from or is required by the subject matter or context. The marginal and sectional captions and headings are inserted only for convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation, or effect hereof.

Section 2. Applicable Law

All of the trusts, powers, and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts in general, and with respect to Chapter 183A, in particular.

Section 3. Partial Invalidity

The invalidity of any provision or part of such provision hereof shall not impair or affect in any manner the remainder hereof, or the remainder of such provision or such part of such provision.

Section 4. No Waiver

No restriction, condition, obligation or provision contained herein shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number or frequency of violations or breaches thereof which may occur.

Section 5. Conflicts

In the event of any conflict between the provisions hereof and the provisions of Chapter 183A, and the Master Deed, then the provisions of Chapter 183A, or of the Master Deed, as the case may be, shall control. Words defined in Chapter 183A and used herein shall have the same meaning herein as defined in Chapter 183A, unless the context clearly indicates otherwise.

ARTICLE IX. NON-RECOURSE

Section 1. Limited Recourse

Without any intention to limit the provisions of Article III, Section 8 of this Declaration of Trust, notwithstanding anything to the contrary contained herein, except for gross negligence, willful conduct or fraud, any recourse against the Declarant, or the Declarant's successors and assigns or the Initial Board shall be strictly limited to the Declarant's interest and that of its successors and assigns in the Condominium, and in no event shall any of the Declarant's or its successors and assigns, officers, directors, managers, members, partners (or their constituent partners) or any director, officer, employee or shareholder of any of the foregoing be liable, which limitation of liability shall further be construed to limit the liability of any such party for consequential, indirect or punitive damages.

ARTICLE X. MISCELLANEOUS

Section 1. Sale of Units

(a) 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 (as hereinafter defined); it being the

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

(b) Financing and Purchase of Units by Trustees

With the prior written approval of at least fifty-one percent (51%) of the Beneficial Interests hereunder (the vote of the Unit Owner of the Unit which is the subject of such vote shall not be counted), the Trustees may acquire Units of the Condominium. Acquisition of Units by the Trustees may be made from any funds in the hands of the Trustees; or if such funds are insufficient, the Trustees may levy an assessment against each Unit Owner in proportion to his Beneficial Interests as a Common Expense; or the Trustees, in their discretion, may borrow money to finance the acquisition of such Units, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the specific Unit or Units with Appurtenant Interests so to be acquired by the Trustees. Nothing in this Subsection (b) of this Section shall be construed as compelling any Unit Owner to sell his Unit. Nothing in this Subsection (b) of this Section shall have any effect, nor limit in any manner the rights and remedies of the Trustees under the provisions of Section 6 of Chapter 183A, or under the provisions of Article V, Section 2 hereof.

(c) Waiver of Right of Partition

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

(d) Payment of Assessments

No Unit Owner shall convey, mortgage, pledge, hypothecate, or sell his or her Unit unless and until such Unit Owner shall pay in full to the Trustees all unpaid Common Charges theretofore assessed by the Trustees against such Unit and until shall have satisfied all unpaid liens against such Unit. This paragraph shall not apply to any first mortgagee of any Unit in the event of a foreclosure pursuant to Section 6 of Chapter 183A.

(e) Resale of Residential Units.

The Declarant or any party to whom the Declarant may assign its rights under this Subsection (e), shall have the right and opportunity to act as the exclusive marketing or brokerage agent in connection with the sale of any Residential Unit following the first sale of such Unit by the Declarant to a Residential Unit Owner. The Declarant intends to maintain an active marketing capability and staff in connection with the ongoing operations of the Condominium and shall be entitled to receive from the sale of any such Residential Unit an amount equal to five percent (5%) of the sale price or such other amount as the Declarant and a Residential Unit Owner shall agree to. As used herein "sale price" shall mean the consideration paid by a purchaser for a Unit which is sold in an arms/length sale to a third party. No such fee, commission or charge shall be payable in connection with a transfer by a Unit Owner to a trust or other party or entity who will continue to own such Unit for the benefit of the prior Unit Owner and which is implemented for estate planning purposes. The Declarant or its assignee shall have the right to request and review any such documents to confirm the reason for any such transfer. If the Declarant determines a transfer was made to attempt to avoid the transferor's obligations under this Subsection 1(e),

Declarant shall have the right to be paid an amount equal to the greater of five percent (5%) of the (i) the assessed value of such Unit as determined by the Town of Provincetown for real estate tax assessment purposes, or (ii) Fair Market Value of the Unit (as determined by an appraisal of such Unit obtained by Declarant, or, if a transferor disputes such appraised value, an appraisal obtained by the Trustees for such purpose). In the case of a determination under clause (ii) above, the Declarant (and the Trustees, if applicable) shall also be entitled to receive from the transferor the reasonable costs to obtain such appraisal(s).

(f) Community Entrance Requirements. As set forth in the Master Deed, the Residential Units may be occupied only for residential purposes by persons aged fifty-five (55) or older; or if a Unit is owned by or leased to two persons, at least one such Owner or lessee shall be fifty-five (55) or older. By accepting a deed of such any Residential Unit, a Unit Owner acknowledges and agrees that each prospective occupant and resident of a Residential Unit (and any prospective purchaser or occupant of a Residential Unit) shall be obligated to (i) provide information to the Trustees or the owner of one or more of the designated Service Units regarding the financial status, health and other aspects of such prospective occupant, resident or purchaser in order to be approved for the purchase of a Residential Unit, (ii) enter into a Residency and Services Agreement, as the designated Service Unit Owner may from time to time adopt or implement, and (iii) agree to pay all common expenses allocable to such Residential Unit or pursuant to the Residency and Services Agreement.

## Section 2. Nondiscrimination

Notwithstanding anything to the contrary herein, no provision of the Master Deed, this Declaration of Trust, Bylaws or the 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 because of race, religion, creed, color, national origin, gender, sexual orientation, age, ancestry, marital status, status as a veteran or member of the armed services, or any ethnic group, receipt of public assistance, or, in addition to the foregoing, by any reason whatsoever prohibited by any federal, state, or municipal law.

## Section 3. Arbitration

Subject to the provisions of Section 3(c) of Article III and Sections 5(a) and 5(b) of Article V herein, in the event that any Unit Owner or any Trustee is aggrieved by any action or non-action of another Unit Owner or any Trustee, or in the event that any decision requiring a majority or unanimous vote of the Unit Owners or Trustees remains undecided because such vote does not receive a majority or unanimous vote, or is decided contrary to the desires of any Unit Owner or Trustee, such Unit Owner or Trustee may submit such action or vote to arbitration. Such arbitration shall be conducted by an arbitrator selected by the Boston Office of the American Arbitration Association who shall arbitrate such dispute according to rules established or promulgated by such Association. The findings and results of such arbitration shall be binding on the parties and may thereafter be submitted to any court of competent jurisdiction. The cost of such arbitration shall be paid by the individual submitting the matter to arbitration.

EXECUTED as an instrument under seal, as of the year and date set forth above.

Initial Trustee:

NEW ENGLAND DEACONESS ASSOCIATION  
ABUNDANT LIFE COMMUNITIES, INC.

By: [Signature]  
Its President

Declarant:

SEASHORE POINT - DEACONESS, INC.

By: [Signature]  
Its President  
By: [Signature]  
Its Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex MA, ss.

On this 22<sup>nd</sup> day of May, 2012 before me, the undersigned notary public, personally appeared Susan Shakour, proved to me through satisfactory evidence of identification, which was  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed on the foregoing ~~power of attorney~~, and he acknowledged that he signed it voluntarily for its stated purpose, as the Treasurer of Seashore Point - Deaconess, Inc.

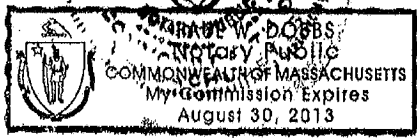
Paul W. Dobbs  
Notary Public: Paul W. Dobbs  
My commission expires: August 30, 2013

COMMONWEALTH OF MASSACHUSETTS

Middlesex MA, ss.

On this 22 day of May, 2012 before me, the undersigned notary public, personally appeared Herbert Taylor, proved to me through satisfactory evidence of identification, which was  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the person whose name is signed on the foregoing ~~power of attorney~~, and he acknowledged that he signed it voluntarily for its stated purpose, as the President of New England Deaconess Association Abundant Life Communities, Inc.

Paul W. Dobbs  
Notary Public: Paul W. Dobbs  
My commission expires: August 30, 2013





COMMONWEALTH OF MASSACHUSETTS

County of Barnstable, ss.

On this 23 day of May, 2012 before me, the undersigned notary public, personally appeared KEVIN COMICK, President as aforesaid, proved to me through satisfactory evidence of identification, which was MA drivers license, to be the person whose name is signed on the preceding Declaration of Trust, and acknowledged to me that he signed it voluntarily for its stated purpose.

Bonnie Jm  
\_\_\_\_\_  
Notary Public  
My commission expires: 3/23/2018

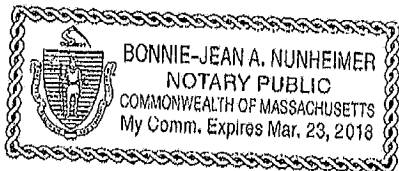


EXHIBIT A

TO  
SEASHORE POINT – DEACONESS CONDOMINIUM  
DECLARATION OF TRUST

RULES AND REGULATIONS

All terms defined herein are defined as in the Master Deed and the Declaration of Trust under specifically provided otherwise herein.

1. No Improper Use or Obstruction of Common Areas and Facilities or Common Elements

Unit Owners shall not place or cause to be placed in or on the Common Areas and Facilities or the Common Elements any furniture, packages or objects of any kind. The stairways elevators shall be used for no purpose other than for normal transit through them. No one shall obstruct any part of the Common Areas and Facilities or the Common Elements or hallways without prior consent of the Trustees.

2. No Articles in Common Areas and Facilities, Common Elements or Terraces

No clothes, sheets, blankets, laundry or other articles of personal property or any other items which are unacceptable to the Trustees at their sole discretion shall be hung out of a Unit or a terrace, or exposed on any part of the Common Areas and Facilities or Common Elements. Storage of any items on a terrace, placement of curtains or other decorations on the terrace, leaving trash or debris on a terrace, and the hanging of clothes, sheets, blankets, laundry, signs, flags or other articles of personal property on a terrace are all prohibited. Except for appropriate blinds and curtains, no Unit Owner shall hang, install or maintain any decoration, sign or other items within or near any window or a Unit if such decoration, sign or other item is clearly visible from the outside of the Unit.

3. No Liability for Personal Property of Unit Owners

All personal property of Unit Owners, or any other guest, invitee occupant of a Unit, whether in the Units, or in the Common Areas and Facilities or Common Elements, or elsewhere on the Condominium Property in any vehicle in the Garage Unit or in any Storage Area, shall be kept therein at the sole risk and responsibility of the respective Unit Owner or guest, invitee or occupant, and neither the Declarant, nor the Trustees nor any Manager of the Condominium shall have no responsibility therefore. Personal items, such as computers, cell phones or other electronic device or readers shall not be left in any dining or library spaces.

4. No Offensive Activity

No noxious or offensive activity shall be carried on in the Common Areas and Facilities or the Common Elements; nor shall anything be done therein either willfully or negligently which may be or become a nuisance to the other Unit Owners or occupants. No Unit Owner shall do or permit anything to be done in the Common Areas and Facilities or Common Elements by his family, servants, employees, agents, tenants, roommates, guests, visitors, or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No portion of the Common Elements that is not reserved to the exclusive use of a Unit Owner shall be decorated or finished by any Residential Unit Owner.

5. Trash

All garbage and trash must be placed in the proper receptacles designed for refuse collection, in designated trash rooms, and no garbage or trash shall be placed elsewhere upon any of the Common Areas and Facilities and the Common Elements.

6. Exterior Apparatus

Except as permitted in the Master Deed, no additional air conditioning apparatus, television or radio antennas, clothes line, planters, clothes rack or any other such item or device be installed on the exterior of any Residential Unit, except as the Declarant (during the term of the Initial Board), or thereafter the Trustees, may authorize or permit with respect to Service Units or Garage Unit.

7. Damage

Any damage to any of the Building's equipment or Common Elements caused by a Unit Owner, or such Unit Owner's family, employees, agents, tenants, guests, or pets shall be repaired at the expense of the Unit Owner.

8. Doors.

Residential Unit doors opening into public halls, lobbies, corridors and Building entry doors shall be kept locked and secured at all times except when actually in use.. No doorsteps or similar articles shall be placed in doorways or otherwise impede the complete closing of such doors.

9. Complaints

Complaints regarding the management of the Condominium or maintenance of the Common Areas and Facilities and Common Elements, or regarding actions of other Unit Owners or occupants shall be made in writing to the Trustees. No Unit Owner shall attempt to direct, supervise, or in any manner attempt to control or request favors of any employee of the Condominium Trust or any manager.

10. No Smoking

There shall be no smoking of cigarettes, cigars, pipes or other forms of tobacco or similar products in the Building or in any of the Units. Smoking may be permitted outside the Building, but only in areas specifically designated for such activity by the Trustees.

11. Access Limited with Respect to Roofs

No access to any portion of the roofs shall be permitted, except with the prior approval of the Trustees. Any maintenance, repair or replacement of components of any heating, ventilation or air conditioning system of any Unit which is located on any roof shall be conducted only by contractors approved in writing by the Trustees.

12. Violation of Law

No noxious or unlawful 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 unreasonably annoying to the other Unit Owners or occupants.

13. Interior Drapes, Window Coverings

All draperies, as well as any other window treatments and hanging material, must be fire resistant and in compliance with standards set by the New England Fire Insurance Rating Board, and may not be closer than one inch (1") to heating units. All draperies, window treatments and window coverings in every Residential Unit visible from the exterior of the Condominium shall be lined with an off-white material or shall be off-white on the side facing or visible from the exterior, such that when closed or drawn the appearance of the window or door from the exterior of the Building shall be off-white.

14. Noise.

There shall be no noise after 10:00 p.m. coming from any Residential Unit which noise is audible outside of said Unit.

15. Parties.

Residential Unit Owners shall not under any circumstances whatsoever, permit parties that cause annoyance to occupants of the Building. The Trustees shall have the right to limit the number of individuals permitted to attend parties or gatherings in Residential Units if they determine necessary. Habitual parties after 10:00 p.m. are prohibited. Offensive odors or noise from parties is prohibited.

16. Move-In, Move-Out.

Anyone moving in and out of the Building must schedule the move in advance with the Declarant or the Trustees. The move must be done between 9:00 AM and 4:30 PM and only by professional movers.

17. Water Beds, Hot Tubs.

No water beds or hot tubs shall be permitted in any Unit without the prior written permission of the Trustees, which permission may be withheld in the sole discretion of the Trustees. No water beds, hot tubs, planters or furniture exceeding standard loads shall be permitted on any terrace, or in any other Common Areas or Facilities or Common Elements.

18. Use.

The Condominium, its Common Area and Facilities, and its Units shall only be used as permitted under law, the Master Deed, the Declaration of Trust, and the Rules and Regulations.

19. Obstructions.

There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Trustees, except as expressly permitted in the Master Deed or in the Declaration of Trust. Without limiting the foregoing, except for storage in the Storage License for which a Unit Owner has an exclusive easement, or in other areas designated by the Trustees, there shall be no storing or parking of scooters, wheelchairs, baby carriages, playpens, bicycles, wagons, toys, vehicles, trailers, tools, benches, chairs, etc., or other items, in any part of the Common Areas and Facilities or of the Common Elements. There shall be no playing, lounging, riding of bicycles, wagon or toys or rollerblading in any part of the hallways, stairways or elevators. Umbrellas, shoes and other personal items shall not be left in the Common Elements, and no doormats or rugs shall be kept in the Common Elements by Unit Owners.

20. Radios, Televisions, Audio Equipment.

All radio, television, audio or other electrical equipment of any kind or nature installed or used in any Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Fire Insurance Rating Board and the public authorities having jurisdiction, and the Unit Owner shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in his or her Unit, and the Trustees may assess such Unit Owner therefore. No radio, television, or other electrical equipment of any kind or nature may be installed outside of a Residential Unit without the consent of the Trustees, unless otherwise specifically permitted in the Master Deed.

21. Damage by Service Provider.

In the event that any building service, including maid or household cleaning service, is furnished to any Unit Owner, no other Unit Owner, nor the Trustees nor the managing agent shall be liable for any loss or damage to any of the Unit Owners' property or that of any family, guests, agents, tenants, visitors, employees or other occupants in the Unit caused by such maid or service personnel in the performance of such service.

22. Nuisance, Offensive Activity.

No Residential Unit Owner shall engage in or permit any noxious or offensive activity or any nuisance by himself, his family, employees, agents, visitors, lessees, licensees, or business invitees, nor do himself or permit anything to be done by such persons, either willfully or through negligence, that may be, or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner will interfere with the rights, comforts, convenience of other Unit Owners or occupants. No Unit Owner may cause damage to any other Units or to the Common Elements or take any action which results in the removal of any article or thing of value from any other Unit Owner or from the Common Elements of the Condominium. Any Unit Owner making or permitting such a nuisance, interference, damage, or removal shall be responsible for the elimination of such nuisance or interference and for the costs of the repair of such damage or replacement of the item removed. The Trustees may assess to such Unit Owner such costs that shall be enforceable in the same manner as Common Charges.

23. Alteration of Systems, Windows.

Without limitation, no improvements or alterations to, in or affecting any Unit, including any additions or alterations to electrical, plumbing, heating or other systems, equipment or facilities (such the installation of lighting or a stereo system), shall eliminate, diminish or otherwise adversely affect the sound and/or vibration insulation between Units (horizontally or vertically) or between a Unit and the Common Elements; and no ventilator or air conditioning device or any other equipment or apparatus shall be installed or used in, on or outside of any window.

24. No door knockers or other ornamentation other than those supplied prior to the initial sale of a Residential Unit or, thereafter, by the Trustees, shall be placed upon doors of Residential Units or the Common Elements. The Trustees may make rules of general applicability regarding any other items located, hung or displayed adjacent to front doors of Residential Units and, if they determine any specific items so located, hung or displayed to be offensive or inappropriate, may remove such items or require a Unit Owner to remove such items from areas that can be seen by other Unit Owners.

25. No construction of any sort including, without limitation, painting and installation of carpeting shall take place in any Residential Unit on Saturdays or Sundays or between the hours beginning 4:30 PM and ending 9:00 AM on Mondays through Fridays, except for emergency repairs. Refinishing of

floors shall be properly vented in order to prevent odors in the corridors. Notwithstanding the foregoing sentence, construction by the Declarant (including any construction relating to the addition intended to comprise a subsequent phase of the Condominium) may take place on any day provided such occurs between the hours of 7:00 AM to 6:00 PM on Mondays through Saturdays and between 9:00 AM and 6:00 PM on Sundays.

26. Firearms are not permitted to be kept, maintained or stored in any Unit, except that the foregoing shall not apply to security guards or personnel employed or retained as a contractor or an employee of a contractor engaged by or with the approval of the Trustees provided such personnel are licensed to carry firearms in the conduct of their duties.

May 23, 2012