

SUNDERLAND HEIGHTS CONDOMINIUM TRUST AND BY-LAWS

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SUNDERLAND HEIGHTS CONDOMINIUM TRUSTDECLARATION OF TRUST

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Declaration of Trust made at Worcester, Massachusetts this 12th day of March, 1981, by JOHN M. NAHIGIAN of Auburndale, Massachusetts, FREDERICK H. SPRINGER of Worcester, Massachusetts and ROLAND GRAY, JR. of Milton, Massachusetts (collectively, together with their successors and associates hereunder, called the Trustees).

Now This Declaration Witnesseth, and it is hereby agreed and declared, that the Trustees shall hold all property, real, personal or mixed, and any other property and assets of every kind and nature, both tangible and intangible, at any time acquired or received by them as Trustees hereunder, together with the income therefrom and the proceeds thereof (the Trust Estate) in trust in the manner and with and subject to the powers and provisions hereinafter contained concerning the same, for the benefit of the beneficiaries for the time being of the shares of this Trust (hereinafter called, and defined as, the Unit Owners).

ARTICLE IOrganization and Purpose

1.1 Purpose. The Sunderland Heights Condominium Trust (the "Trust") is the organization of unit owners provided for in

the Master Deed establishing the Sunderland Heights Condominium in accordance with Section 8 of Chapter 183A of the Massachusetts General Laws. The purpose of the Trust is to provide for the management and regulation of the Sunderland Heights Condominium.

Definitions. For the purposes of this Trust and its By-Laws, all definitions set forth in the Master Deed are incorporated herein by reference. The meanings and definitions ascribed to in the Master Deed shall be given consistent meaning in this By-Law.

1.2 Membership and Beneficiaries. The members and beneficiaries of the Trust are the owners of the condominium units (the "Unit Owners" or "members") of the Sunderland Heights Condominium.

1.3 Sunderland Heights Condominium. The Sunderland Heights Condominium (the "Condominium") is located in Worcester, Worcester County, Massachusetts. The Condominium has been submitted to the provisions of Chapter 183A of Massachusetts General Laws by John M. Nahigian and Roland Gray, Jr., Trustees of 340-370 Sunderland Road Trust (such Trust being dated *June 30*, 1981 and recorded in Worcester County Registry of Deeds *Book 7267* *Page 381*, (the "Sponsor"). The term "Condominium", as used in this Trust and By-Laws, shall refer to and include the Units, the buildings, the improvements and the common elements and facilities described in the Master Deed recorded immediately prior hereto, as the same may be amended from time to time.

1.4 Applicability of Provisions. The Provisions of this Trust are applicable to and shall govern the use and occupancy of the condominium and the land. The provisions herein shall

automatically become applicable to Additional Units and Additional Improvements which may be added to the Condominium upon Restatement of the Master Deed.

1.5 Persons Affected. All present and future owners, mortgagees, lessees and occupants of Units, their employees, and any other persons who may enter upon the Land or use the facilities of the Condominium in any manner, are subject to the provisions of the Master Deed, this Trust, any rules and regulations adopted pursuant thereto and all covenants, agreements, restrictions, easements and declarations or record affecting the Condominium.

1.6 Offices. The offices of the Trust shall be located initially at "Redwood Hills," 376-387 Sunderland Rd., Worcester, Mass. and thereafter at such place or places as the Trustees of the Trust may deem suitable for the convenience of the Unit Owners. Notice of any change in the location of the offices of the Trust shall be given to all Unit Owners.

ARTICLE II

Board of Trustees

2.1 Powers and Duties. The Board of Trustees of the Trust (the "Board") shall be responsible for and provide for the management, administration and regulation of the Condominium and of the Trust. The Board shall have all powers necessary or incidental to the full discharge of such responsibilities and may do all acts and things pursuant to such powers, except such as by law, the Master Deed, or this Trust may not be delegated by the Unit Owners

to the Board. In addition to any other acts required or permitted by law, the Master Deed, or this Trust, and subject to any specific provisions herein, the Board:

(a) Shall provide for the use, operation, care, upkeep, maintenance, and management of the Common Elements.

(b) Shall adopt annual budgets for the Trust and determine the common expenses and common charges required for the maintenance and operation of the Condominium.

(c) May establish and maintain reserves for the prepayment of common expenses and reserves for capital expenditures for repair, maintenance, and improvement to the Condominium, and for any other lawful purpose.

(d) Shall make annual reports to the Unit Owners of the income and expenses of the Trust.

(e) Shall enforce the obligations of the Unit Owners of the Trust and shall see to the collection from the Unit Owners of the common charges to meet the common expenses of the Condominium.

(f) Shall provide for the employment and dismissal of such personnel as are necessary or advisable for the maintenance and operation of the Condominium, including, if desirable, a managing agent or manager.

(g) Shall promulgate, adopt and amend, from time to time, as may be necessary or advisable, rules and regulations governing the conduct of the Unit Owners and the operation and use of the Condominium.

(h) May adopt and amend from time to time a schedule of fines for violations of rules and regulations so adopted and levy fines against Unit Owners in accordance therewith.

(i) Shall open bank accounts on behalf of the Trust and designate the signatories required therefor.

(j) May acquire, own, convey, encumber, lease and otherwise deal with Units.

(k) Shall obtain and maintain insurance for the Condominium.

(l) Shall make repairs, restorations, additions and improvements to, or alterations of, the Condominium as shall be necessary or advisable.

(m) May purchase or lease a Unit for use by a resident manager.

(n) May grant, alter or amend easements, rights of way and licenses.

(o) May do anything and everything else which, in the judgment and discretion of the Board, is necessary and proper for the sound management of the Condominium and the Trust.

2.2 Managing Agent and Managers. The Trust may employ a managing agent and/or a manager (which may be the Sponsor or an affiliate or employee of the Sponsor) at such reasonable compensation as may be established by the Board to perform such duties and services with respect to the management and operation of the Condominium as the Board shall from time to time authorize; provided that any management contract entered into by the Board

whose members are appointed by the Sponsor shall be terminable at will by the first Board of Trustees elected by the Unit Owners.

2.3 First Board of Trustees. Until such time as the Unit Owners elect the members of the Board, as hereinafter provided in Section 2.4, the Board shall consist of three members, each of whom shall be designated by the Sponsor, shall be subject to removal by the Sponsor, with or without cause, and shall serve until a successor is appointed by the Sponsor or elected by the Unit Owners. Until such time as the Unit Owners elect the Board, the Sponsor shall fill all vacancies on the Board. Trustees appointed by the Sponsor need not be Unit Owners. All other provisions of these By-Laws with respect to the obligations, rights, powers or duties of the Board shall apply to and govern the conduct of the Board appointed by the Sponsor, except such as are in consistent herewith.

2.4 Succeeding Board of Trustees. At the first Annual Meeting of the Unit Owners called by the Sponsor, as provided in Section 3.1, the Unit Owners shall elect a Board of Trustees which shall be increased to and consist of five (5) members: Two (2) Class A members and three (3) Class B members. Class A members may be nominated by any Unit Owner (including Sponsor) and all Unit Owners (including Sponsor) shall be entitled to vote thereon. Class B members may be nominated by and voted upon only by the Sponsor. At such time as the Expansion Rights set forth in the Master Deed are terminated, all Board members shall be Class A members. Votes of Class A and Class B members shall be

treated equally. Any Trustee elected by the Unit Owners shall be a Unit Owner. Trustees shall remain in office until such time as their successors are elected and qualified or until such time as they cease to be Unit Owners, whichever first occurs. Should a Trustee cease to be a Unit Owner during a term of office, the remaining Trustees shall elect a replacement pursuant to paragraph 2.6.

2.5 Removal. Trustees elected by the Unit Owners may be removed with or without cause by an affirmative vote of two-thirds of the Unit Owners entitled to vote in the election of such Trustee at any Annual Meeting or any Special Meeting of the Unit Owners called for such purpose. No Trustee (except for Trustees appointed by the Sponsor) shall continue to serve on the Board if, during the term of office, said Trustee shall cease to be a Unit Owner.

2.6 Vacancies. Vacancies on the Board caused by any reason other than the removal of a member thereof by a vote of the Unit Owners, shall be filled by a vote of a majority of the remaining Trustees at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall serve as a member of the Board until the next Annual Meeting of the Unit Owners, at which time the Unit Owners shall elect a successor to serve for the remainder of the original term or, if such original term has expired, for a new term. Vacancies on the Board caused by the removal of a member thereof by vote of the Unit Owners, shall be

filled by a vote of the majority of the Unit Owners at the same meeting of the Unit Owners at which such removal is voted. Each person so elected to the Board shall serve until the expiration of the original term of the office to which he is elected.

2.7 Regular Meetings. A meeting of the Board shall be held immediately following the Annual Meeting of the Unit Owners. Regular meetings of the Board may be held in such places and at such times as the Board may by vote from time to time determine and fix, and if so determined and fixed, no notice thereof need be given. At least two regular meetings of the Board shall be held during each fiscal year. Except as otherwise provided herein, notice of a regular meeting of the Board shall be given to each member by first class mail or telegram at least five (5) business days prior to the day designated for such meeting.

2.8 Special Meeting. Special meetings of the Board may be held at any time or place whenever called by the President. The President or Clerk shall call a special meeting of the Board upon receipt of a written request to do so signed by at least three (3) Trustees. Notice of the place, date, hour and purposes of such special meeting shall be given by the President or the Clerk to each Trustee, by orally communicating such notice to him or by sending a telegram or by mailing, postage prepaid and addressed, written notice of such meeting to his residence or usual place of business, at least 48 hours before such meeting. Special meetings may be held at any time without such notice if all Trustees are present or if those not present execute a

written waiver of notice before or after the meeting, such waivers shall be filed with the records of the meeting.

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

2.10 Action of the Board Without Meeting. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all the Trustees consent to the action in writing and the written consents are filed with the records of the meetings of the Board. Such consents shall be treated for all purposes as a vote at a meeting. If all the Trustees participate in a meeting by means of a conference, telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other at the same time, then participating by such means shall constitute presence in person at a meeting.

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

shall constitute the action of the Board. Except as provided in Section 2.6, if there shall be less than a quorum present at any meeting of the Board, a majority of those present may adjourn the meeting from time to time.

2.12 Fidelity Bond. The Board shall attempt to obtain adequate fidelity bonds for all Trustees and employees of the Trust handling or responsible for the Trust's funds. The premiums on any such bonds shall constitute a common expense.

2.13 Compensation. No member of the Board shall receive any compensation from the Trust for acting solely as such.

2.14 Liability and Indemnification of Trustees. No member of the Board shall be liable to the Unit Owners for any mistake of judgment, negligence or otherwise, except for his own individual, willful misconduct or bad faith. Members of the Board shall have no personal liability with respect to any contract authorized or executed by them on behalf of the Trustee pursuant to this Trust or any rules and regulations promulgated thereunder and the Unit Owners shall indemnify and hold harmless each member of the Board against all contractual liability to others arising out of contracts authorized or executed by the Board on behalf of the Trust, unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or of this Trust. Members of the Board who are appointed by the Sponsor and who are Trustees, investors or employees of the Sponsor, shall be permitted to contract with the Sponsor, its agents, employees and affiliates and shall not be charged with self-dealing or responsibility or

liability to account to the Trust or its members for any profit or personal gain realized therefrom. Members of the Board who are elected by the Unit Owners may contract or otherwise deal with the Board with respect to matters which specifically affect their Units but do not similarly affect a majority of the Units; provided that any member of the Board who so contracts or deals with the Board with respect to such matters shall not be counted for purposes of establishing a quorum of the Board at any meeting at which any such matters are presented to the Board and shall not vote as a Board member with respect to any such matter.

The liability of any Unit Owner arising out of any contract made by the Board, or out of the aforesaid indemnify in favor of the members of the Board, shall be limited to such percentage of the total liability thereunder as is equal to his percentage of interest in the Common Elements. Every agreement made by the Board, the managing agent or by the manager on behalf of the Trust shall provide that the members of the Board, the managing agent, or the manager, as the case may be, are acting only as agents for the Trust and shall have no personal liability thereunder (except as Unit Owners, and then each such Unit Owner's liability shall be limited to such percentage of the total liability thereunder as is equal to his percentage of interest in the Common Elements).

ARTICLE III

Unit Owners

3.1 Annual Meetings. The first Annual Meeting shall be held at a time designated by the Board on the first business day

following June 30 which ends the second full Fiscal Year of the Trust. The Annual Meetings shall thereafter be held on the first Monday in October of each Fiscal Year (or at such other hour as shall be designated from time to time by the Board) and shall be for the purpose of electing the Board and transacting such other business as may properly be brought before such Meeting. If an Annual Meeting is not held on the date set forth in this provision, a Special Meeting in lieu of the Annual Meeting may be held with all the force and effect of an Annual Meeting.

3.2 Place of Meetings. Meetings of the Unit Owners shall be held at the principal offices of the Trust, or at such other suitable place convenient to the Unit Owners as may be designated by the Board.

3.3 Special Meetings. Special meetings of the Unit Owners may be called by the President or the Board and shall be called by the Clerk, or in the case of the death, absence, incapacity or refusal of the Clerk, by any Trustee, upon the receipt of a written application therefor signed by three or more Unit Owners entitled to vote at any such Meeting. Special Meetings called at the request of Unit Owners shall be held not less than ten (10) nor more than ninety (90) days from the date on which written application therefore is received.

3.4 Notice of Meetings. It shall be the duty of the Clerk to mail a notice of each Annual or Special Meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at least five (5) days prior

to such meeting. The mailing of a notice in the manner provided in this Trust shall be considered notice duly served.

3.5 Adjournment of Meetings. If any meeting of Unit Owners cannot be held because a quorum is not present, either in person or by proxy, such meeting shall be adjourned to a time not less than forty-eight (48) hours from the time the original meeting was called. Any business which might have been transacted at the meeting originally called may be transacted without further notice at any such adjourned meeting at which a quorum is present.

3.6 Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

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

3.7 Shares in Trust. The beneficial interest of the cestuis que trustent (i.e., the Unit Owners), shall be divided into the number of shares equal to the aggregate Proportionate Interest outstanding at any one time. Each Unit Owner shall hold

from time to time shares in the Trust equal to his Proportionate Interest. Share certificates shall not be issued as evidence thereof, the records of the Worcester County Registry of Deeds being sufficient for such determination. All shares shall be personal property, shall be assignable and transferable only in connection with the Mortgage sale or other conveyance of a Unit. No partnership is created by this Trust or by the operations hereunder. It is expressly declared that, as between the Unit Owners, Trustees, officers and agents, a trust and not a partnership is deemed to be created irrespective of whether any different status may be held to exist as far as others are concerned or in any other respect, and that the Unit Owners shall be deemed to hold only the relationship of cestuis que trustent to the Trustees, with only such rights as are conferred upon them as such cestuis que trustent hereunder.

3.8 Voting. At all meetings of Unit Owners, each Unit Owner or proxy shall have one vote for each ten thousands of a percentage point of Proportionate Interest appurtenant to the Unit owned or represented by him. Any Unit Owner may, and the owners of a Unit held in the name of more than one person shall, vote by proxy dated not more than six months prior to the meeting and filed with the Clerk of the meeting. Every proxy shall be in writing, subscribed by an owner of the Unit or his authorized attorney-in-fact, and dated. A proxy with respect to a Unit held in the name of two or more persons shall be valid if executed by any one of them unless at or prior to exercise of the proxy the

Trust receives a specific written notice to the contrary from any one of them. No proxy shall be valid after the final adjournment of the meeting. Voting on all matters, including the election of Trustees, shall be by voice vote unless voting by ballot is requested by any Unit Owner. Except as otherwise provided by this Trust or the Master Deed, all questions shall be determined by a vote of a majority of the Percentage of Unit Owners voting, present in person or represented by proxy. The Trust shall not, directly or indirectly, vote with respect to Units held by it.

3.9 Majority of Unit Owners. As used in this Trust, the term "majority of Unit Owners" shall mean those Unit Owners having more than 50% of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of Section 3.8.

3.10 Quorum. Except as otherwise provided in this Trust, the presence in person or by proxy of a majority of Unit Owners shall constitute a quorum at all meetings of the Unit Owners.

3.11 Majority Vote. The vote of a majority of Unit Owners present at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where in the Master Deed or this Trust, or by law, a higher percentage vote is required.

ARTICLE IV

Officers

4.1 Designation. The principal officers of the Trust shall be the President, the Vice President, the Clerk and the Treasurer. The Board may appoint from time to time such other officers as it deems necessary.

4.2 Election of Officers Prior to First Annual Meeting. Prior to the first Annual Meeting the officers and Trustees of the Trust shall be elected annually by the Board and shall hold office until such time as their successors are elected and qualified. Any such officers may, but need not, be a Unit Owner. All other provisions of this Article IV shall apply to officers elected by the Board pursuant to this Section, except where inconsistent herewith.

4.3 Qualification. The President and Vice President shall be Unit Owners and members of the Board of Trustees. The Clerk shall be a resident of the Commonwealth of Massachusetts and may, but need not, be a Unit Owner or member of the Board. Other officers of the Trust may, but need not, be Unit Owners or members of the Board. Officers appointed by Sponsor prior to the first Annual Meeting need not be Unit Owners.

4.4 Election of Officers. The Clerk shall be elected annually by vote of the Unit Owners at the Annual Meeting and shall hold office until his successor is elected and qualified. All other officers of the Trust shall be elected annually by the Board at the meeting of the Board immediately following the Annual

Meeting of the Unit Owners and shall hold office until their successors are elected and qualified.

4.5 Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Trustees, any officer elected by the Board may be removed from office, with or without cause, and his successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose. Any officer elected by the Unit Owners may be removed from office, with or without cause, by the affirmative vote of a majority of the Unit Owners at any Special Meeting of the Unit Owners called for such purpose, at which time the Unit Owners shall elect a successor to serve in such office until the next Annual Meeting of the Unit Owners. No officer who is required by this Trust to be a Unit Owner shall continue to serve in office if, during his term, he ceases to be a Unit Owner.

4.6 Vacancies. Vacancies in any office of the Trust caused by any reason other than the removal of an officer by vote of the Unit Owners, shall be filled by vote of the Board of Trustees immediately upon the occurrence thereof. Each person so elected shall hold office until his successor is elected at the next Annual Meeting of the Unit Owners or the Board, as the case may be, and qualified.

4.7 President. The President shall be the chief executive officer of the Trust. He shall preside at all meetings of the Unit Owners and of the Board. He shall have the general control and management of the Trust's business and affairs including, but

not limited to, the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the Trust.

4.8 Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to act in the place of the President on a pro tempore basis. The Vice President shall also perform such other duties as shall from time to time be assigned to him by the Board or by the President.

4.9 Clerk. The Clerk shall keep the minutes of all meetings of the Unit Owners and of the Board of Trustees; shall have charge of all such books and papers as the Board may direct; and shall, in general, perform all the duties incident to the office of Clerk.

4.10 Treasurer. The Treasurer shall have the responsibility for the common funds and securities of the Trust; shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements by the Trust; shall maintain separate records and books of accounts for each Unit which, among other things, shall contain the amount of each assessment for common charges made against each Unit, the due date for payment thereof, the amounts paid thereon, and any balance remaining unpaid; and shall be responsible for the preparation of all necessary financial data with respect to the Trust, provided, however, that to the extent the foregoing activities are

required to be performed by a Manager or Management Agent pursuant to a written contract with the Trust, the Treasurer is relieved from responsibility for the performance of such activities. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Trust, in such depositories as may, from time to time, be designated by the Board, and he shall, in general, perform all the duties incident to the office of Treasurer. He shall also take all action necessary to collect common charges from the Unit Owners, except as otherwise provided for Section 6.7 of Article VI. No payment vouchers shall be paid unless approved in writing by the Treasurer or, if authorized by the Board, by the managing agent or manager.

4.11 Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Trust shall be executed by any two (2) Trustees of the Trust or by such other person or persons as may be designated by the Board.

4.12 Compensation of Officers. No officer shall receive any compensation from the Trust for acting as such.

ARTICLE V

Notices

5.1 Definition of Notice. Whenever notice is required to be given by law, the Master Deed or this Trust to the Board, or any Trustee, Officer or Unit Owner it shall not be construed to mean actual notice; but such notice shall be deemed sufficiently given if given in writing, by first class, postage prepaid mail

addressed to the person or persons entitled to receive such notice at such address as appears on the books of the Trust therefor. Notice shall be deemed given as of the date of mailing; provided that notice of revocation of a proxy shall only be effective when delivered in hand to the Clerk, as provided in Section 3.8 hereof.

5.2 Waiver of Notice. Whenever any notice is required to be given by law, the Master Deed, any law, or this Trust, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VI

Operation of the Condominium

6.1 Allocation of Common Charges. Common Charges shall mean those charges due from and payable by the Unit Owners which shall include amounts assessed by the Board to the Unit Owners to pay the Common Expenses of the Condominium; fines for violations of the Rules and Regulations (see paragraph 6-21); costs of extraordinary maintenance; costs for additional insurance; expenses incurred by the Trust in collecting Common Charges; expenses associated with eviction proceedings brought by the Trust; and such other amounts as may be determined by the Board to be Common Expenses of the Condominium. All Common Charges which are payable by the Unit Owners to meet the Common Expenses shall be allocated and assessed by the Board among the Unit Owners according to their respective percentages of interests in the Common Elements as established by the Master Deed. Such Common Charges shall con-

stitute a lien on the Unit as of the assessment date for the full amount of the Common Charges, plus interest, even though such charges may be payable in installments. Such lien shall, however, be inferior to any perfected mortgage on the Unit recorded prior to the date of assessment and inferior to any municipal tax liens.

6.2 Annual and Special Assessments of Common Charges. At least sixty (60) days prior to the commencement of a new Fiscal Year, the Board shall prepare a budget for the Trust and determine the amount of Common Charges payable by the Unit Owners to meet the Common Expenses of the Condominium for the next Fiscal Year. The Board may make, from time to time as it deems necessary, special assessments from and among the Unit Owners for Common Charges to meet Common Expenses. Amounts from time to time assessed as Common Charges to individual Unit Owners as hereinafter authorized, to reimburse the Trust for costs incurred by the Trust as a result of a Unit Owner's failure to comply with the provisions herein or as fines shall not be included in computing the amount or special assessments permitted hereunder.

6.3 Application of Common Funds. All common funds, including any income from the management and operation of the Condominium, the Land and all interest accruing on Unit Owners' initial deposits and on the Trust's working capital and reserves, shall be allocated by the Board for the payment of Common Expenses or for the establishment or increase of reserves in order to reduce the Common Charges payable by the Unit Owners and shall not be distributed to the Unit Owners.

6.4 Statements of Common Charges. Thirty days prior to the start of each Fiscal Year, the Board shall provide to each Unit Owner a written statement of the amount of Common Charges payable by such Unit Owner, as determined by the Board as in accordance with Section 6.1, and the amount of monthly Common Charges to be paid by such Unit Owner, if any, together with a copy of the annual budget upon which such Common Charges are based. The Board shall provide to each Unit Owner a written statement of any additional Common Charges payable by such Unit Owner as the same shall be assessed, together with an explanation of the reasons therefor and a statement as to whether the same shall be added to such Unit Owner's monthly common charges or, if not, the date established for payment thereof.

6.5 Payment of Common Charges. Each Unit Owner shall be personally liable and obligated to pay the Common Charges assessed against him by the Board. The Sponsor shall pay its full proportionate share of the Common Charges allocable to any Units owned by the Sponsor for which an occupancy certificate has been issued. Payment of such Common Charges shall be made in twelve (12) monthly installments, in advance, or at such other time or times as the Board shall determine and shall be due from and payable by the Unit Owners on or before the first day of each calendar month. No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against his Unit subsequent to his sale, transfer or other conveyance of his Unit. A purchaser of a Unit shall be liable for the payment of Common Charges assessed and unpaid against such Unit prior to the acquisition by him of such

Unit, except that a purchaser of a Unit at a foreclosure sale shall not be liable for, and such Unit shall not be subject to a lien for, the payment of Common Charges assessed prior to such foreclosure sale. Any first mortgage of a Unit who obtains title to such Unit pursuant to the remedies provided in its mortgage including foreclosure of the mortgage or by deed (or assignment) in lieu of foreclosure, shall take the Unit free of claims for unpaid Common Charges against such mortgaged Unit which accrued prior to the earlier of possession or acquisition of title to such Unit by such mortgage.

6.6 Collection of Common Charges. The Board, the Treasurer or, if authorized by the Board, the Managing Agent or Manager shall take prompt action to collect any common charges due from any Unit Owner which remain unpaid.

6.7 Default in Payment of Common Charges. In the event that a Unit Owner fails to pay the full amount of all Common Charges assessed against him within fifteen (15) days of the date established for payment thereof, then such Unit Owner shall be liable for and obligated to pay to the Trust interest on the unpaid balance of such Common Charges from the expiration of such 15 day grace period to the date of payment at the rate of one and one-half percent (1 1/2%) for each month, or any fraction thereof, that any such Common Charges remain unpaid. A Unit Owner shall also be liable for, and shall pay as additional Common Charges, all expenses, including reasonable attorneys' fees, incurred by the Trust in any proceeding brought to collect such unpaid Common Charges. The Trust shall have the right and duty to attempt to

recover such Common Charges, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit as provided in Chapter 183A of the Massachusetts General Laws. The Treasurer is authorized to take all action necessary or appropriate to collect the Common Charges from the Unit Owners, including recording of a lien against a Unit for unpaid Common Charges, provided that no suit shall be commenced against a Unit Owner or for foreclosure of a lien without the prior approval of the Board.

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

6.9 Statement of Unpaid Common Charges. The Board shall promptly provide any Unit Owners so requesting a written statement of all unpaid Common Charges and interest due with respect to such Unit.

6.10 Fiscal Year. The fiscal year of the Trust shall commence on the first day of July and end on the last day of June of each calendar year.

6.11 Insurance. The Trust shall obtain and maintain, to the extent available at a reasonable cost, master policies of insurance of the following kinds, insuring the interests of the Trust and of all Unit Owners and their mortgagees as their interests may appear:

(a) Casualty or Physical Damage Insurance.

(i) Insured Property. The property to be insured against casualty loss or physical damage ("Insured Property") shall be the Land, the buildings and all other insurable improvements forming a part of the Condominium, now existing or hereafter from time to time increased by restatement of the Master Deed. Insured Property shall include such portions of the Units as are normally covered in standard condominium insurance endorsements and riders, but shall not include contents of Units such as personal property installed or placed in the Units by the Unit Owners or occupants, regardless of whether the same shall constitute fixtures, such as (without limitation by reason of enumeration) flooring, carpeting, floor coverings, fixtures, cabinets, furniture, furnishings or appliances, or any other kinds of personal property. Insured Property shall include all recreational and service machinery, apparatus, equipment and installations located in the Condominium or the Land and providing services to the Condominium or existing for common use.

(ii) Amount. The Insured Property shall be insured in an amount not less than 80% of the full replacement value thereof, as determined by the Board.

(iii) Insured Risks. The Insured Property shall be insured against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, together with coverage for the payment of Common Expenses with respect to damaged Units during the period of reconstruction. The Board may insure the Insured Property against such other hazards and risks as the Board may determine to be appropriate from time to time in its discretion, including, without limitation, vandalism, malicious mischief, windstorm, earthquake, flood and water damage, boiler or machinery damage, and/or plate glass damage.

(iv) Deductibility Clauses. Any policy of insurance covering the Insured Property may contain a deductibility clause.

Unit Owners shall bear losses falling within any such deductible amount in proportion to their losses and in proportion to their respective percentage interests in the Common Elements. Unit Owners shall be entitled to receive payment from the Trust out of the common funds in the amount of any difference between the amount of a loss which is within the deductible amount and their proportionate share of any such deductible amount.

(v) Application of Proceeds. All such policies shall provide that the net proceeds thereof shall be payable to the Trust as the insurance trustee and that adjustment of loss shall be made by the Trust. The sole duty of the Trust hereunder shall

be to receive such proceeds as are paid to it and to hold, use and disburse the same for the purposes stated in this Section 6.11 and Section 6.12. If repair or restoration of the damaged portions of the Condominium is to be made, all insurance proceeds shall be held in shares for the Trust and the owners of damaged Units in proportion to the respective costs of repair or restoration of the damaged portions of the Common Elements and of each damaged Unit. The Board shall disburse such shares to defray the respective Common Elements and damaged Units as provided in Section 6.12 and any excess of any such share of proceeds above such costs of repair or restoration shall be paid to the Trust or Unit Owner for whom held upon completion of repair or restoration. Notwithstanding any of the foregoing to the contrary, if pursuant to Section 6.12, restoration or repair is not to be made, all insurance loss proceeds shall be held as common funds of the Trust and applied for the benefit of Unit Owners in proportion to their respective percentages of interests in the Common Elements if the Condominium is totally destroyed, and, in the event of a partial destruction, for the benefit of those Unit Owners who have suffered damage in proportion to the damage suffered by them. Such application for the benefit of Unit Owners shall include payment directly to a Unit Owner's mortgagee if the mortgage with respect to such Unit so requires.

(vi) Cancellation or Termination of Policies. All such policies shall further provide that such policies may not be cancelled or terminated for non-payment of premiums without

thirty (30) days' prior written notice, to all of the insureds (including each Unit mortgagee whose interest appears therein).

(vii) Additional Provisions. Such policies shall also contain waivers by the insurer of any rights of subrogation as to any claims against the Trust and/or its agents and employees, and against the Unit Owners and/or their respective employees, agents and guests; waivers by the insurer of any defense based on the conduct of any insured; and provisions to the effect that the insurer shall not be entitled to contribution as against casualty insurance which may be purchased by individual Unit Owners as hereinafter permitted.

(viii) Information to Unit Mortgagees. Upon receipt of written request therefor, memoranda of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums and of renewals thereof or substitutions therefor, shall be delivered by the Board to all mortgagees of Units.

(ix) Additional Insurance by Unit Owners. Unit Owners or their mortgagees may carry insurance for their own benefit and at their own expense insuring against loss or damage to the contents of their Units and personal property such as ceilings, flooring, carpeting, wallboard, wallcoverings, fixtures, kitchen cabinets, appliances, furniture, furnishings and other personal property; provided that all such policies shall contain waivers of subrogation and contribution; and further provided that the liability of the carrier issuing insurance obtained by the Trust

shall not be affected or diminished by reason of any additional insurance carried by any Unit Owner. Each Unit Owner shall assign to the Trust proceeds from any such individual insurance policy to the extent that any proceeds therefrom reduce the amounts which would otherwise be payable to the Trust under any insurance policy obtained by the Trust pursuant to the provisions of this Section.

(x) Additions to Premiums Caused by Improvements to Units. A Unit Owner shall be liable for, and shall pay to the Trust, as an additional Common Charge, any increase in the premium of any insurance policy obtained by the Trust hereunder which results from any improvements made by the Unit Owner to his Unit.

(b) Workmen's Compensation Insurance. Workmen's Compensation insurance shall be secured when and if the Condominium engages employees.

(c) Public Liability Insurance. Public liability insurance in such amounts and with such coverages as the Board shall from time to time determine, but at least covering each member of the Board, the managing agent, the manager and each Unit Owner (with cross liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner).

(d) Other Insurance. Such other insurance, including liability insurance for Directors, as the Board may from time to time in its discretion deem advisable.

6.12 Repair or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of any of the buildings

of the Condominium containing the Units as a result of fire or other casualty, the Trust shall arrange for the prompt repair and restoration of any such building (including any damaged Units, but not including any contents of any damaged Unit such as wall, ceiling, flooring, carpeting, drapes, wall-coverings, fixtures, furniture, furnishings or other personal property supplied to or installed by Unit Owners). The Trust shall apply any proceeds of insurance policies to pay for such repairs and restorations in accordance with Section 6.11(a) and may disburse such proceeds to the contractors performing such repairs and restorations in appropriate progress payments. In the event that the cost of such repairs and restorations exceeds all insurance proceeds available therefor, the amount of such deficit, as well as the cost of obtaining any completion bond, shall constitute a common expense.

Notwithstanding the foregoing, if, as a result of fire or other casualty, any loss exceeds ten (10%) percent of the value of the Condominium prior to the casualty, and:

(a) If the Unit Owners constituting seventy-five (75%) percent of the interest in the Common Elements, do not agree in writing or by vote of the Unit Owners within 120 days after the date of the casualty to proceed with the necessary repairs or restorations, the Condominium, including all Units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of any order to sell if an appropriate agreement to rebuild is filed. The net

proceeds of the partition sale, together with any common funds, shall be divided in proportion to the Unit Owners' respective percentage of interest in the Common Elements. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A of the Massachusetts General Laws; or

(b) If the Unit Owners constituting seventy-five (75%) percent of the interest in the Common Elements, agree in writing or by vote of the Unit Owners to proceed with the necessary repairs or restoration, the cost of the rebuilding of the Condominium in excess of any available common funds, including the proceeds of any insurance, shall be a common expense; provided, however, that if such excess cost exceeds ten (10%) percent of the value of the Condominium immediately prior to the casualty, any Unit Owner who did not so agree may apply to the Superior Court of Norfolk County on such notice to the Trust as the Court shall direct, for an order directing the purchase of his Unit by the Trust at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

6.13 Maintenance and Repairs.

(a) All maintenance, repairs and replacements to any Unit (other than to the Common Elements located within a Unit), whether structural or nonstructural, ordinary or extraordinary, and to the doors and windows, electrical, plumbing, heating and air-conditioning fixtures within the Unit or belonging to the Unit Owner, including the interiors of chimneys and fireplaces, shall be performed by the Unit Owner at the Unit Owner's sole expense, excepting as otherwise specifically provided herein.

(b) All maintenance, repairs and replacements to the Common Elements, including the painting and decorating of the exterior doors and exterior window sashes, shall be performed by the Trust and shall be charged to all the Unit Owners as a common expense; provided, however, that to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, any such expense shall be charged to such Unit Owner and treated as an addition to the common charges payable by such Unit Owner.

6.14 Maintenance of Grounds and Roadways. The Trust shall be responsible for the landscaping, maintenance (including snowplowing and shovelling), repairs, replacements and improvements to the grounds, sidewalks, roads and parking spaces located in, or forming a part of, the Condominium and the cost thereof shall be a common expense; provided that the Trust shall have the right to use water spigots exterior to Units from time to time for purposes of watering and maintaining the grounds and the charges for such water shall be paid by the Unit Owners as provided for in Section 6.18. The Trust, its employees and agents shall use their best efforts, so far as practicable and reasonable, to distribute evenly among the Unit Owners the amount of water used to maintain the grounds.

6.15 Wood Stoves. No Unit Owner shall install, operate or use a wood stove in any Unit, without the prior written consent of the Board.

6.16 Restrictions on Use of Units. In order to provide for congenial occupancy of the Condominium and for the protection of the values of the Units, the Condominium shall only be used for residential housing or uses ancillary thereto as hereinafter provided:

(a) The number of occupants residing in a Unit shall not exceed two times the aggregate number of bedrooms (or rooms used as bedrooms) in a Unit.

(b) The Common Elements shall be used only for the purposes for which they are reasonably suited and which are incident to the use and occupancy of Units and the Condominium as authorized by the Master Deed, these By-Laws, and the Rules and Regulations.

(c) No nuisances shall be allowed on or within the Condominium nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Condominium by its residents.

(d) No immoral, improper, offensive, or unlawful use shall be made of the Condominium or any part hereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations by laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Condominium shall be eliminated by and at the sole expense of the Unit Owners or the Trust, whichever shall have the obligation to maintain or repair such portion of the Condominium.

(e) Except as hereinafter provided, no portion of a Unit (other than the entire Unit) may be rented.

(f) A Unit shall only be rented or leased upon such terms as are approved by the Board and consistent with the terms herein. The Board shall prepare a form of a lease which shall be available to Unit Owners at the offices of the Trust setting forth the approved terms and conditions under which a Unit may be leased. Unit Owners shall use the form of lease thus prepared for any rental or lease of their Units and shall file with the Trust a copy of every lease so executed. Any Unit Owner who leases his Unit shall remain fully liable for the due payment and performance of all Common Charges and obligations with respect to his Unit and shall be responsible for the conduct of his tenants and their compliance with this Trust and the Rules and Regulations. Unit Owners shall also be liable for any expense or damage to the Trust or the Condominium caused by their tenants. In the event that any tenant breaches the covenants of his lease in such a way as to increase the common expenses of the Trust or to endanger or infringe upon the rights of other Unit Owners, or fails to comply with these By-Laws or any applicable Rules and Regulations, then the Board may give written notice to the Unit Owner of such leased Unit requesting that eviction proceedings against the tenant be instituted. Upon receiving such notice, the Unit Owner shall, at his own expense, commence eviction proceedings diligently and shall furnish copies of all papers incident to such eviction proceedings to the Board. In the event that the Unit Owner fails so to act within seven (7) days of receiving such notice from the Board, the Trust shall have the right to institute eviction

proceedings against the tenant and the Unit Owner shall be liable for all costs incurred by the Trust, including court costs and reasonable attorney's fees, in connection with such proceedings and any such costs shall be treated as additional Common Charges assessed to and payable by such Unit Owner.

(g) Notwithstanding any provisions herein to the contrary, any Unit Owner who has parking space(s) forming a part of the Unit may lease or rent such parking space(s) to another Unit Owner or to a lessee of a Unit, but to no other person. A lease or rental of a parking space may be upon such terms and conditions as the parties may agree, subject to any provisions of these By-Laws and of any rules or regulations adopted pursuant hereto applicable to parking spaces.

(h) Notwithstanding any provision hereof to the contrary, the Sponsor may use any Units owned or occupied by it as administrative offices or models for the display and sale of Units. The Sponsor may lease any Units of which it is the owner.

6.17 Use of Common Elements. A Unit Owner shall not place or cause to be placed any furniture, packages, objects or personal property of any kind, on or in the grounds or other Common Elements.

6.18 Improvements.

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

(b) If Unit Owners constituting seventy-five (75%) percent of the interest in the Common Elements, agree to make an improvement to the Common Elements, the Board may assess the cost thereof to all Unit Owners as a Common Expense, but if the cost of such improvement shall exceed ten (10%) percent of the then value of the Condominium, any Unit Owner not so agreeing may apply to the Worcester County Superior Court as provided for in Section 18 of Chapter 183A of the Massachusetts General Laws, on such notice to the Trust as the Court shall direct, for an order directing the purchase of his Unit by the Trust at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a Common Expense.

6.19 Additions, Alterations or Improvements by Unit Owners.
 No Unit Owner shall make any addition, alteration, or improvement in or to the interior of his Unit costing more than \$1,000.00 without the prior written consent thereto of the Board. No Unit Owner shall make any structural addition, alteration or improvement to his Unit without the prior written consent of the Board. The Board shall have the obligation to answer any written request by a Unit Owner for approval of a proposed addition, alteration or improvement to his Unit within thirty (30) days of receipt thereof. Failure of the Board to respond to any such written request by a Unit Owner within such time period shall be deemed to be an approval thereof. Any application to any official or department of the City of Worcester or to any other governmental authority for a permit to make an addition, alteration or improve-

ment in or to any Unit shall be executed by the Trust; provided that the Trust shall not incur any liability to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to a person or damage to property arising therefrom as a result of such application. The provisions of this Section 6.19 shall not apply to Units owned by the Sponsor until such Units shall have been initially conveyed by the Sponsor.

6.20 Right of Access. The Trust, its employees, agents and servants shall have a right of access to all Units and to all areas of the Common Elements reserved exclusively for use by particular Unit Owners for the purpose of making inspections, correcting any conditions threatening another Unit or any of the Common Elements, or performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements within the Unit or elsewhere in the building in which the Unit is located, provided that requests for entry shall be made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. Costs for any repairs resulting from any such access shall be borne in accordance with the provisions of Section 6.13.

6.21 Rules and Regulations. The Board may, from time to time, promulgate, adopt and amend rules and regulations ("Rules and Regulations") concerning the use of the Units and the Common Elements and shall have the power to levy fines for violations thereof. Copies of the Rules and Regulations, and any amendments thereto, shall be filed with this Trust and incorporated herein as amendments hereto and shall be furnished by the Board to each Unit Owner prior to the time when the same shall be effective. Initial Rules and Regulations, which shall be effective until amended by the Board, are annexed hereto and made a part hereof as Schedule "A". Amendments or additions to the Rules and Regulations shall take effect fifteen (15) days after the adoption of same by the Board.

6.22 Water. Water shall be supplied directly to each of the Units and shall be separately metered to the Trust and charges for such water service shall be paid by the Trust as a common expense promptly upon receipt of bills therefor.

6.23 Electricity. Electricity shall be supplied directly to each of the Units and separately metered thereto by the public utility company serving the City of Worcester and Unit Owners shall pay the bills for electricity consumed or used in their Units. Electrical service to the Common Elements and the Land not subject to exclusive use rights of Unit Owners shall be separately metered to the Trust and charges for such electrical service shall be paid by the Trust as a Common Expense promptly upon receipt of the bills therefor.

ARTICLE VIIMortgages

7.1 Notice. Promptly upon the execution by a Unit Owner of a mortgage of his Unit, such Unit Owner shall give written notice to the Trust of the name and address of his mortgagee and shall file a conformed copy of the mortgage and any subsequent amendments thereto with the Trust. The Trust shall maintain such information in a book entitled "Mortgages of Units."

7.2 Notice of Unpaid Common Charges. The Trust whenever so requested in writing by a first mortgagee of a Unit, shall give written notice to such mortgagee of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under the Master Deed or these By-Laws which is not cured within sixty (60) days.

7.3 Notice of Default. The Trust, when giving notice to a Unit Owner of a default in the payment of common charges, or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Trust.

ARTICLE VIIISales and Mortgages of Units

8.1 No Severance of Ownership. No part of any appurtenant interests (including voting rights) of any Unit, as defined in the Master Deed, 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. Any instrument

purporting to sever an appurtenant interest from the Unit shall be void ab initio. Nothing contained herein shall prevent the transfer, lease or rental of a Unit Owner's parking space as provided in Section 6.16.

8.2 Financing of Purchase of Units by Trust. Except as otherwise specifically provided by law and in these By-Laws, the Trust may only expend common funds and incur obligations for the acquisition of a Unit upon the affirmative vote of the Unit Owners constituting sixty (60%) percent of the interest in the Common Elements. If authorized by any such vote of the Unit Owners, the cost of acquiring a Unit may be paid from the Trust's working capital and common funds, or if such funds are insufficient, the Trust may treat the cost of such acquisition as a Common Expense and assess additional common charges to pay therefor. The Trust may borrow money to finance the acquisition of any such Unit if authorized by such vote, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property of the Condominium or of the Land other than the Unit, together with any interests appurtenant thereto, so to be acquired by the Trust.

8.3 Waiver of Right of Partition With Respect to Units Acquired by the Trust. In the event that a Unit shall be acquired by the Trust all Unit Owners shall be deemed to have waived all rights of partition of ownership with respect to such Unit.

ARTICLE IXCondemnation

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

In the event of a total or partial taking of the Condominium, under the powers of eminent domain, the Unit Owners shall be represented by the Trust. In the event of a partial taking, the award shall be allocated to the Unit Owners according to their respective percentage interests in the Common Elements, except

as to such portion or portions of the award which are attributable to direct or consequential damages suffered by particular Units, which shall be payable to the Owners of such Units or their mortgagees, as their interests may appear. In the case of a total taking of all Units and the Common Elements, the entire award shall be payable to the Trust to be distributed to the Unit Owners in accordance with their respective percentage interests in the Common Elements.

ARTICLE X

Records

10.1 Records and Audits. Copies of the Master Deed, this Trust, Rules and Regulations and plans of the Land, the buildings and the Units, as the same may be amended from time to time, as well as copies of all records of the Trust and contracts entered into by the Trust shall be maintained at the offices of the Trust and shall be available for inspection by the Unit Owners and their mortgagees and authorized agents during reasonable business hours. An annual report of the receipts and expenditures of the Condominium shall be rendered by the Board to all Unit Owners reasonably promptly after the end of each fiscal year.

ARTICLE XI

Miscellaneous

11.1 Invalidity. The invalidity of any part of the Trust herein shall not impair or affect in any manner the validity, enforceability or effect of the balance of the Trust's provisions.

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

11.3 Gender. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

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

11.5 Signs. No sign, plaque or communication of any description shall be placed on the exterior of any Unit or Common Element, by either a Unit Owner or the Board, nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Land, the Condominium or in any Unit therein, provided, however, such restriction shall not be applicable to any Unit owned by the Sponsor. No Unit shall be used or rented for transient, hotel or motel purposes.

ARTICLE XII

Amendments to Trust

12.1 Amendments to Trust. Except as otherwise provided by law or elsewhere herein, this Trust may be amended by the vote

of the Unit Owners constituting seventy-five (75%) percent interest in the Common Elements, at a meeting of Unit Owners duly called; provided that the right to amend this Trust and the procedure therefor shall be subject to all rights of mortgagees set forth in the Master Deed. The Board of Trustees may amend this Trust (a) to revise or amend the Rules and Regulations; (b) to adopt, amend or revise the Fines; or (c) to conform any of the provisions herein to Chapter 183A of the Massachusetts General Laws, as the same may be amended from time to time. So long as the Sponsor remains the owner of any Unit, these By-Laws may not be amended so as to adversely affect Sponsor's Expansion Rights without Sponsor's written consent.

ARTICLE XIII

Conflicts

13.1 Conflicts. These By-Laws are set forth to comply with the requirements of Chapter 183A of Massachusetts General Laws. In case any of these By-Laws conflict with the provisions of said statute or the Master Deed, the provisions of said statute and the Master Deed as the case may be, shall control.

IN WITNESS WHEREOF, We, the undersigned original Trustees named herein, have hereunto set our hands and seals and acknowledge these Trusts as of the day and year first written above, and by our signatures do hereby accept these Trusts.

John M. Nahigian
John M. Nahigian, Trustee and Not Individually
Frederick H. Springer
Frederick H. Springer, Trustee and Not Individually
Roland Gray, Jr.
Roland Gray, Jr., Trustee and Not Individually

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss. March 11, 1981

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

Roll Gray
Notary Public

My Commission expires: 1/19/84

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

March 16, 1981

Then personally appeared the above named Frederick H. Springer as aforesaid and acknowledged the foregoing instrument to be his free act and deed, before me.

H. Fredrick Uehler
Notary Public

My Commission expires: *Jan 31 '88*

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

March 11, 1981

Then personally appeared the above named Roland Gray, Jr., as aforesaid and acknowledged the foregoing instrument to be his free act and deed, before me.

H. Fredrick Uehler
Notary Public

My Commission expires:
Jan 31, 1988

SCHEDULE A

RULES AND REGULATIONS

TO

BY-LAWS

OF

SUNDERLAND HEIGHTS CONDOMINIUM

1. No part of the Property shall be used for any purpose except housing and the common recreational purposes for which the Property was designed. No Unit or portion thereof may be used as a professional office whether or not accessory to a residential use.
2. There shall be no obstruction of the Common Areas and Facilities nor shall anything be stored in the Common Areas and Facilities without the prior consent of the Board except as expressly provided herein or in the By-Laws. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the By-Laws.
3. Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance of any of the Buildings, or contents thereof, applicable for residential use, without the prior written consent of the Board. No Unit Owners shall permit anything to be done, or kept in this Unit, or in the Common Areas and Facilities which will result in the cancellation of insurance on any of the Buildings, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Areas and Facilities except where provision made.
4. 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 a building and no sign, awning, canopy, shutter or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof of any part thereof or exposed on or at any window, without the prior consent of the Board.
5. No animals or reptiles of any kind shall be raised, bred or kept in any unit or in the Common Areas and Facilities, except that a dog, cat or other household pet may be kept in units, provided they are not kept, bred or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Unit or Common Area upon three (3) days' written notice from the Board.

6. No noxious or offensive activity shall be carried on in any Unit, or in the Common Areas and Facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owner. No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. No Unit Owner shall play, or suffer to be played, any musical instrument or operate or suffer to be operated a phonograph, television set or radio in his Unit between the hours of eleven o'clock P.M. and the following eight o'clock A.M. if the same shall disturb or annoy other occupants of any Building. No Unit Owner shall conduct or permit to be conducted, vocal or instrumental practice, nor give nor permit to be given vocal or instrumental instruction at any time.

7. Nothing shall be done in any Unit or in, on or to the Common Areas and Facilities which will impair the structural integrity of any Building or which would structurally change any of the Buildings.

8. No clothes, sheets, blankets, laundry or any other articles shall be hung outside a Unit or exposed in any part of the Common Areas and Facilities. The Common Areas and Facilities shall be kept free and clear of rubbish, debris and other unsightly materials.

9. There shall be no playing, lounging, or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs, on any part of the Common Areas and Facilities. Benches, chairs, lawn furniture and accessory yard furniture are permitted in the limited common areas (other than the attic and parking space) for appurtenant to certain specified Units.

10. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the Property, nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any Unit therein nor shall any Unit be used or rented for transient, hotel or motel purposes. The right is reserved by the Sponsor and the Board to place "For Sale", "For Rent" or "For Lease" signs to any unsold or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee, but in no event will any sign be larger than one (1') foot by two (2') feet.

11. Nothing shall be altered or constructed in or removed from the Common Areas and Facilities, except upon the written consent of the Board.

12. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, decks or balconies thereof, any dirt or other substance.

13. All radio, television or other electrical equipment of any kind or nature installed or used in a Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit.

14. The agents of the Board or the Custodian, and any contractor or workman authorized by the Board or the Custodian, may enter any room or Unit in the Buildings at any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or pests.

15. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board.

16. No garbage cans shall be placed in the Common Areas and Facilities, nor shall anything be hung from the exterior of windows, or placed upon exterior window sills. Nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies, or decks.

17. The parking spaces shall not be used for any purpose other than to park automobiles excluding, specifically, trucks, commercial vehicles, trailers, and boats.

18. No window shall be enclosed or covered by any awning or otherwise without the consent in writing of the Board.

19. No Unit Owner or occupant or any of his agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his Unit any flammable, combustible or explosive fluid, materials, chemical or substance, except such lighting and cleaning fluids as are customary for residential use.

20. If any key or keys are entrusted by a Unit Owner or occupant or by any member of his family or by his agent, servant, employee, licensee or visitor to any employee of the Board, whether for such Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board shall not be liable for injury, loss or damage or any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

21. The Board, or its designated agent, may retain a pass key to each Unit. No Unit Owner shall alter any lock or install a new lock or a knocker on any door of a Unit without the written consent of the Board. In case such consent is given, the Unit Owner shall provide the Board or its agent, with an additional key pursuant to its right of access to the Unit.

22. Draperies or curtains must be installed by each Unit Owner on all windows of his or her Unit and must be maintained in said windows at all times. No blinds may be installed or used without draperies. The color of the portion of said draperies, blinds or curtains visible from the exterior shall conform to standards specified by the Board.

Recorded MAR 18 1982 at 9h.-m. AM