

Middlesex South Registry of Deeds

Electronically Recorded Document

This is the first page of the document - Do not remove

Recording Information

Document Number	: 87968
Document Type	: TRUST
Recorded Date	: August 07, 2023
Recorded Time	: 11:02:04 AM
Recorded Book and Page	: 81861 / 190
Number of Pages(including cover sheet)	: 40
Receipt Number	: 2931803
Recording Fee	: \$255.00

Middlesex South Registry of Deeds
Maria C. Curtatone, Register
208 Cambridge Street
Cambridge, MA 02141
617-679-6300
www.middlesexsouthregistry.com

AMENDMENT AND RESTATEMENT OF THE DECLARATION OF TRUST AND BY-LAWS
OF THE LONGLEY TRACE CONDOMINIUM TRUST

This Amendment and Restatement of the Declaration of Trust and By-Laws of the Longley Trace Condominium is made this 2 day of August, 2023, by the duly authorized Board of Trustees together with the written consent of owners entitled to not less than seventy-five percent (75%) of the Beneficial Interests of the Condominium Trust.

WHEREAS, the Condominium was created under a Master Deed and Declaration of Trust and By-Laws recorded with the Middlesex South District Registry of Deeds at Book 25000, Page 565 and Book 25000, Page 586, respectively, as amended.

WHEREAS, the Declaration of Trust and By-Laws provide that the Trustees "with the consent in writing of Unit Owners entitled to more than seventy-five percent (75%) of the beneficial interest hereunder, 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";

WHEREAS, owners entitled to more than 90% of the total beneficial interests have consented to amend and restate the Declaration of Trust and By-Laws as set forth herein;

NOW THEREFORE, pursuant to the power and authority set forth under the Declaration of Trust and By-Laws, the Declaration of Trust and By-Laws are hereby amended and restated in their entirety. The Amended and Restated Declaration of Trust and By-Laws is attached hereto as **Exhibit A**.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)]

PERKINS & ANCTIL, PC
6 Liberty Way, Suite 201
Westford, MA 01886

Ref: Bk 25000 Pg 586

IN WITNESS WHEREOF, the undersigned, as the Trustees of the Longley Trace Condominium Trust, hereby certify under oath that this amendment has been approved by the written consent of Unit Owners holding at least seventy-five percent (75%) of the beneficial interest and by a majority of the Trustees.


Executed under seal this 2 day of August, 2023.



Print: Patrick Dew



Print: CHRISTINE S. LUTZ



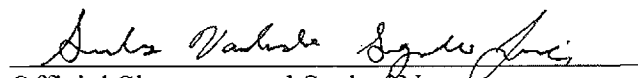
Print: mark Souza

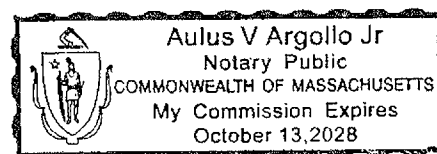
COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

August 2, 2023

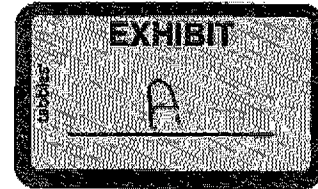
On this 2 day of August, 2023, before me, the undersigned notary public, personally appeared Patrick Dew, proved to me through satisfactory evidence of identification, which was MA Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as a duly authorized Trustee of the Longley Trace Condominium Trust.


Official Signature and Seal of Notary
My Commission Expires: October 13, 2028



DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

DECLARATION OF TRUST
AND BY LAWS OF
LONGLEY TRACE CONDOMINIUM



DECLARATION OF TRUST made this 15th day of November, 1994 at Shirley, Middlesex South County, Massachusetts by Stanley N. McNiff of Shirley, Massachusetts (hereinafter "Trustee".)

As amended as the DECLARATION OF TRUST AND BY LAWS OF LONGLEY TRACE CONDOMINIUM by the Board of Trustees a majority vote and confirmed with the consent in writing of Unit Owners entitled to more than seventy-five percent (75%) of the beneficial interest of the Unit Owners either in person or by proxy at the Annual Meeting of the Unit Owners On the **20th** day of **May, 2023**.

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

Table of Contents

ARTICLE I: NAME OF TRUST	6
ARTICLE II: THE TRUST AND ITS PURPOSES.....	6
SECTION 1. General Purposes:	6
SECTION 2. Trust and Not Partnership:	6
SECTION 3. Property held in Trust:.....	6
SECTION 4. By-Laws:.....	6
ARTICLE III: BOARD OF TRUSTEES	7
SECTION 1. Requirements, Number, Elections and Terms:.....	7
SECTION 2. Vacancies:.....	7
SECTION 3. Removal and Resignation:.....	8
SECTION 4. Powers and Duties:.....	8
SECTION 5. Noncompliant Owner or Tenant:	10
SECTION 6. Fidelity Bonds:	10
SECTION 7. Compensation:	10
SECTION 8. Liability of the Board of Trustees:	10
SECTION 9. Board of Trustee Meetings:.....	11
ARTICLE IV: BUSINESS MANAGER.....	12
SECTION 1. Engagement and Compensation Terms:	12
SECTION 2. Removal and Resignation:	12
SECTION 3. Powers and Duties:.....	12
ARTICLE V: OFFICERS	12
SECTION 1. Designation:.....	12
SECTION 2. Election and Term:.....	13

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

SECTION 3. Removal of Officers:	13
SECTION 4. President:	13
SECTION 5. Vice President:.....	13
SECTION 6. Clerk:	13
SECTION 7. Treasurer:	14
SECTION 8. Agreements, Contracts, Deeds, Checks, etc.:.....	14
SECTION 9. Compensation of Officers:.....	14
ARTICLE VI: UNIT OWNERS	14
SECTION 1. Title to Units:	14
SECTION 2. Beneficial Interests:.....	14
SECTION 3. Majority of Unit Owners:.....	15
SECTION 4. Quorum:	15
SECTION 5. Majority of Votes:.....	15
SECTION 6. Voting:	15
SECTION 7. Adjournment of Meetings:.....	15
SECTION 8. Annual Meeting of the Unit Owners:	15
SECTION 9. Special Meetings of the Unit Owners:.....	17
SECTION 10. Owner Meeting with the Board of Trustees:.....	17
ARTICLE VII: NOTICE.....	17
SECTION 1. Service of Notice—Waiver:	18
ARTICLE VIII: OPERATION OF THE PROPERTY	18
SECTION 1. Maintenance and Repair:	18
SECTION 2. Additions, Alterations or Improvements:.....	20
SECTION 3. Restrictions on Use of Units and Common Elements:.....	21

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

SECTION 4. Use of Common Elements:	25
SECTION 5. Insurance:	25
SECTION 6. Right of Access:	28
SECTION 7. Utility Charges:	28
SECTION 8. Fiscal Year:	29
ARTICLE IX: COMMON CHARGES	29
SECTION 1. Determination of the Common Fee:	29
SECTION 2. Additional Interest, Fines, Penalties and Fees:	29
SECTION 3. Payment of Charges:	30
SECTION 4. Collection of Assessments:	30
SECTION 5. Default in Payment of Charges Due:	30
SECTION 6. Suit for Unpaid Common Charges:	31
SECTION 7. Statement of Charges:	31
ARTICLE X: MORTGAGES	31
SECTION 1. Notice to Board of Trustees:	31
SECTION 2. Notice of Unpaid Common Charges:	31
SECTION 3. Notice of Default:	31
SECTION 4. Examination of Books:	31
ARTICLE XI: SALES, LEASES AND MORTGAGES OF UNITS	31
SECTION 1. Sales and Leases:	31
SECTION 2. No Severance of Ownership:	32
SECTION 3. Financing of Purchase of Units by Board of Trustees:	32
SECTION 4. Waiver of Right of Partition with Respect to Such Units as are Acquired by the Board of Trustees:	32

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

ARTICLE XII: CONDEMNATION	32
ARTICLE XIII: RECORDS	33
ARTICLE XV: MISCELLANEOUS.....	34
SECTION 1. Invalidity:.....	34
SECTION 2. Captions:.....	34
SECTION 3. Singular/Plural:	34
SECTION 4. Waiver:	34
SECTION 5. Right of Action:.....	34
ARTICLE XVI: AMENDMENTS AND TERMINATION OF DECLARATION OF TRUST AND BY LAWS.....	34
SECTION 1. Amendments:	34
SECTION 2. Termination of Longley Trace Condominium Trust:.....	36
ARTICLE XVII: CONFLICTS AND SEVERABILITY	36
SECTION 1. Conflicts:.....	36
SECTION 2. Severability:	37
ARTICLE XVIII: RULES AND REGULATIONS.....	37
SECTION 1. Amendments:	37

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

ARTICLE I: NAME OF TRUST

The Condominium is to be known as the Longley Trace Condominium (hereinafter "The Condominium"). The Trust created by this Declaration of Trust shall be known as the Longley Trace Trust (hereinafter the "The Trust"). The office of The Condominium and the Board of Trustees is located at 11 Longley Road L-12, Shirley, Massachusetts 01464.

ARTICLE II: THE TRUST AND ITS PURPOSES***SECTION 1. General Purposes:***

This Trust forms and enacts an "Organization of Unit Owners" (hereinafter "The Board of Trustees") and By Laws, as required by the provisions of "Chapter 183A of the Massachusetts General Laws" for the purpose of managing and regulating Longley Trace Condominium (hereinafter "Condominium"), which is established and created by a Master Deed (hereinafter "Master Deed") executed by Lemac Realty Trust, Jerome Benson, Trustee and James McNiff, Trustee, (hereinafter the "Developer"), the Owner of the land described therein, dated the same date as the date of this Trust and recorded herewith.

SECTION 2. Trust and Not Partnership:

It is hereby expressly declared that a Trust and not a Partnership or Corporation is hereby created and that the Unit Owners are beneficiaries and not partners or associates between or among themselves with respect to the Trust Property, and hold no relation to the Trust other than as beneficiaries, with only such rights as are conferred upon them as beneficiaries hereunder and under the Laws of Massachusetts.

SECTION 3. Property held in Trust:

All property, real and personal, tangible and intangible, conveyed to or held hereunder by the Trustee shall vest in the Trustees, in Trust, to manage, administer and dispose of the same and to receive and/or distribute the income and/or principle thereof for the benefit of the Unit Owners who are Owners from time to time of the Units in the Condominium.

The Beneficial Interest of each Unit Owner is equal to the Percentage Interest of each Unit Owner in the Common Elements set forth and contained in Schedule D of the Master Deed recorded herewith.

SECTION 4. By-Laws:

This Declaration of Trust and By Laws, as amended from time to time, shall be and comprise the By Laws of The Condominium. The provisions of this Declaration of Trust and By Laws are applicable to the Property of the Condominium and to the use and occupancy thereof.

The term "Property" is defined by this Trust to mean the land, the buildings and all other

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

improvements thereon including the Units owned by the Unit Owners, common areas and facilities, all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Chapter 183A of Massachusetts General Laws.

All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to this Declaration of Trust and By Laws, the Master Deed, the Rules & Regulations and all covenants, agreements, restrictions, easements and declarations of record ("title conditions").

The acceptance of a Deed or conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement that this Declaration of Trust and By Laws, the Rules & Regulations, the provisions of the Master Deed, as they may be amended from time to time, and the title conditions are accepted, ratified, and will be complied with.

ARTICLE III: BOARD OF TRUSTEES

SECTION 1. Requirements, Number, Elections and Terms:

The Trust shall be governed by a Board of Trustees the size of which shall not be more than five (5), nor less than three (3) natural persons, but in any event an odd number, as shall be determined and elected from time to time by the Unit Owners at their annual meeting or any special meeting in lieu of the annual meeting. A trustee must be a current Owner of record. Each of these Trustees shall serve a term of two (2) years, but in any event a staggering cycle to insure passing of knowledge to new Board members.

Upon such election, a certificate of election setting forth the name(s) of the new Trustee(s) and reciting that they have been duly elected shall be recorded at the Middlesex South Registry of Deeds (hereinafter "Registry of Deeds").

SECTION 2. Vacancies:

If and whenever the number of Trustees shall become less than three or five, as the case may be, a vacancy or vacancies in said office shall be deemed to exist. Each such vacancy in the Board of Trustees shall be filled by the appointment of a successor designated by vote of a majority of the remaining Trustees at a special meeting of the Board of Trustees held for that purpose promptly after occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Upon such election, a certificate of election setting forth the name(s) of the new Trustee(s) and reciting that they have been duly appointed shall be recorded at the Registry of Deeds.

Each person so elected shall be a member of the Board of Trustees for the remainder of the Term of the member being replaced.

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

SECTION 3. Removal and Resignation:

Trustees may be removed for cause by an affirmative vote of a majority of the Unit Owners at an annual meeting or a special meeting duly called for such purpose.

No Trustee shall continue to serve on the Board of Trustees if, during the term of office, the Trustee shall cease to be a Unit Owner.

Any Trustee may resign at any time by an instrument in writing, signed and acknowledged in the manner required in Massachusetts, and suitable for recording at the Middlesex South District Registry of Deeds. Such Resignation shall take effect upon filing said instrument in the said Registry of Deeds.

SECTION 4. Powers and Duties:

The Board of Trustees shall have the powers and duties specifically conferred upon them by Chapter 183A, the Master Deed and this Declaration of Trust and By Laws, and all other powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as otherwise provided by law or by the Master Deed or by this Declaration of Trust and By Laws.

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

- (a) To take such steps, including the expenditure of funds, for the operation, care, upkeep and maintenance needed for the protection and preservation of the Common Elements to the extent provided in the Master Deed and this Declaration of Trust and By Laws. Including, without limitation, the inspection and pumping of the septic tanks serving the Units and inspection of the leaching areas on a regular basis as required by Title V.
- (b) Preparation and adoption of annual budgets including the determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property.
- (c) Collection of the common charges, (including additional interest, penalties, fines, and/or fees), from the Unit Owners.
- (d) Contract for services, employment and dismissal of the personnel necessary or advisable for the maintaining and operation of the Common Elements.
- (e) The adoption and amendment from time to time, of Rules & Regulations covering the details of the operation and use of the Property and the personal conduct of the Owners and their families, tenants and guests thereon, subject to a right of the Unit Owners to overrule the Board of Trustees (see Article XVIII: Rules & Regulations)
- (f) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.
- (g) Leasing, managing and otherwise dealing with such community facilities as may be provided for in the Master Deed as being Common Elements.
- (h) Owning, conveying, encumbering, leasing, and otherwise dealing with Units conveyed to

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

it or purchased by it as the result of enforcement of the lien for common expenses, or otherwise.

- (i) Obtaining insurance pursuant to the provisions hereof.
- (j) Making repairs, additions and improvements to or alterations of the Common Elements, and repairs to and restoration of the Common Elements in accordance with the other provisions of this Declaration of Trust and By Laws; provided, however, that the Board of Trustees shall not undertake any repair covered by warranty without the consent of a majority in number and interest of the Units Owners.
- (k) Enforcing obligations of the Unit Owners, allocating income and expenses and doing anything and everything else necessary and proper for the sound management of the Condominium.
 - a. The Board of Trustees shall have the power to levy fines against the Unit Owner for violations of these By Laws and the Rules & Regulations established by it to govern the conduct of the Unit Owners. The Board of Trustees shall give notice to any Unit Owner of a violation of any Rule or Regulation prior to fining said Unit Owner.
 - b. The Board of Trustees reserve the right to set the fines by rule in such amounts as it determines are reasonable from time to time. Reference The Rules and Regulations for current fine amounts. Such fine shall accumulate daily until the violation ceases. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as additional charges due, owed by the particular Unit Owner or Unit Owners. (see also Article IX: Common Charges)
- (l) Purchasing or leasing a Unit for use by a resident manager.
- (m) Granting easements, permits and licenses over the common areas for utilities, roads and other purpose reasonably necessary or useful for the operation of the Condominium.
- (n) Waiving, by majority vote, any of the Rules & Regulations of the Condominium.
- (o) Filing of documents with the Middlesex South Registry of Deeds.
- (p) Insuring that Unit Owners are in compliance and up-to-date with their Insurance obligations.
- (q) Contracting the services of a business manager or managing agent, to the extent deemed advisable by the Board of Trustees, to whom it may delegate any of its duties not requiring a vote of the Board of Trustees, as well as the services of any other professional or other personnel as the Board of Trustees may determine to be necessary or proper to the operation of Longley Trace Condominiums, whether such personnel are employed directly by the Board of Trustees or are furnished by the manager or managing agent.
- (r) To appoint and remove all other agents and employees of the Trust, prescribe their duties, fix their compensation, and require of them such security or fidelity bond(s) as they may deem expedient. Nothing contained in these By Laws shall be construed to prohibit the employment of any Unit Owner or Trustee in any capacity whatsoever.
- (s) To appoint the Officers of the Trust as set forth below.
- (t) To, acting as a Design Review Committee, establish, pursuant to Article VIII, Sections 1 and 2 hereof, and review and approve certain modifications to the building as referred to in the Master Deed or any other construction or modification with respect to a Unit over

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

which the Trustees may specifically have review and approval authority under the provisions of the Master Deed and this Trust.

- (u) Preparing the statement from the Board of Trustees setting forth the amount of unpaid common fees and any other sums which have been assessed against a particular Unit Owner, (under Massachusetts General Laws MGL Chapter 183A §6(d)).

SECTION 5. Noncompliant Owner or Tenant:

If a Unit Owner, family, servants, employees, agents, visitors, licensees or tenant refuses to comply with the By Laws or penalty, the Board of Trustees may seek the help of the courts.

SECTION 6. Fidelity Bonds:

The Board of Trustees may obtain fidelity bonds for all officers, employees and agents of the Condominium who handle or are responsible for Condominium funds. The Bonds shall name the Trust as obligee and constitute a common expense to the Trust.

No Trustee, whether an original, substitute, or successor Trustee, shall be obligated to give any bond or surety or other security for the performance of any of his or her duties hereunder.

SECTION 7. Compensation:

No member of the Board of Trustees shall receive any compensation from the Condominium for acting as such. However, if the Board of Trustees has engaged a Business Manager, a member of the Board of Trustees may serve in that position. Any Board member employed as Business Manager must recuse himself or herself from any discussion, votes or decisions regarding compensation or duties of that position.

SECTION 8. Liability of the Board of Trustees:

The members of the Board of Trustees shall not be personally liable or accountable out of his or her personal assets to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith.

The Unit Owners shall indemnify, defend and hold harmless each of the members of the Board of Trustees against all contractual liabilities to others arising out of contracts made by the Board of Trustees on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or of this Declaration of Trust and By Laws.

It is intended that the members of the Board of Trustees shall have no personal liability with respect to any contract made by them on behalf of the Condominium.

It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Trustees or out of the aforesaid indemnity in favor of the members of the Board of Trustees be limited to such proportions of the total liability thereunder as his interest in the Common Elements bear to the interests of all the Units Owners in the Common Elements.

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

Every agreement made by the Board of Trustees, or the managing agent, or the business manager, on behalf of the Condominium shall provide that the Board of Trustees, or managing agent or business manager as the case may be, is acting only as agent for the Unit Owners and shall have no personal liability thereunder, except as a Unit Owner.

Such agreement shall also state that a Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

SECTION 9. Board of Trustee Meetings:

Organization Meeting:

The first meeting of the members of the Board of Trustees following the annual meeting of the Unit Owners shall be held within ten (10) days thereafter, providing a majority of the whole Board of Trustees shall be present thereat.

Regular Meetings:

Regular meeting of the Board of Trustees may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Trustees, but at least two such meetings shall be held during each calendar year. Notice of regular meetings of the Board of Trustees shall be given to each member of the Board of Trustees at least three (3) business days prior to the day named for such meetings.

Special Meetings:

Special meetings of the Board of Trustees may be called by the President on three (3) business days' notice to each member of the Board of Trustees which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Trustees may be called by the President or Clerk and shall be called by them at the request of any two (2) members of the Board.

Waiver of Notice:

Any member of the Board of Trustees may at any time waive notice of any meeting of the Board of Trustees in writing and such waiver shall be deemed equivalent to the giving of such notice.

Attendance by a member of the Board of Trustees at any meeting of the Board of Trustees shall constitute a waiver of notice of the time and place thereof. If all the members of Trustees are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Quorum of Board of Trustees:

At all meetings of the Board of Trustees, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

of Trustees present at a meeting at which a quorum is present shall constitute a decision of the Board of Trustees.

If at any meeting of the Board of Trustees there shall be less than a quorum present, a majority of those present may adjourn the meeting. At the next meeting at which a quorum is present, any business which might have been transacted at the meeting called originally may be transacted without further notice.

ARTICLE IV: BUSINESS MANAGER

SECTION 1. Engagement and Compensation Terms:

The Board of Trustees may engage for the Condominium a managing agent and/or a business manager at a compensation established by the Board of Trustees.

SECTION 2. Removal and Resignation:

The Business Manager may be removed by an affirmative vote of a majority of the Board of Trustees.

The Business Manager may resign at any time by an instrument in writing.

SECTION 3. Powers and Duties:

The Business Manager may be authorized to perform such duties and services as the Board of Trustees, including, but not limited to the duties listed in subsections (a), (c), (d), (j), (k), (o), (p), and (q) of Section 4 of Article III: Board of Trustees.

The Board of Trustees may delegate to the business manager or managing agent, all of the powers granted to the Board of Trustees by this Declaration of Trust and By Laws other than the powers set forth in subsections (b), (e), (f), (g), (h), (i), (l), (m), (n), (r), (s), (t) and (u) of Section 4 of Article III: Board of Trustees.

ARTICLE V: OFFICERS

SECTION 1. Designation:

The Principal Officers of the Condominium shall be the President, the Vice President, the Clerk and the Treasurer, all of whom shall be elected by the Board of Trustees.

The Board of Trustees may appoint an Assistant Treasurer, an Assistant Clerk, and such other Officers as in its judgment may be necessary. All Officers must also be a Trustee.

The Treasurer may not also be the Business Manager.

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

The Office of the Vice President may be held by the same individual as the Treasurer or Clerk. The Office of the President may be held by the same individual as the Clerk.

SECTION 2. Election and Term:

The Officers of the Condominium shall be elected annually by the Board of Trustees at the organization meeting of each new Board of Trustees and shall remain in office until their successors are elected.

SECTION 3. Removal of Officers:

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

SECTION 4. President:

The President shall be the Chief Executive Officer, presiding at all meeting of the Unit Owners and of the Board of Trustees and having all of the general powers and duties incident to the office of the President of a stock corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he/she may in his/her discretion decide are appropriate to assist in the conduct of the affairs of the Condominium.

SECTION 5. Vice President:

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

SECTION 6. Clerk:

The Clerk shall prepare the agenda and keep the minutes of all meetings of the Unit Owners and of the Board of Trustees; shall have charge of such books and papers as the Board of Trustees may direct.

The clerk shall prepare the documents necessary for filing with the Middlesex South District Registry of Deeds to include:

- Any resignation letters
- The statement from the Board of Trustees setting forth the amount of unpaid common fees and any other sums which have been assessed against a particular Unit Owner, (under Massachusetts General Laws MGL Chapter 183A §6(d)).

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

The Clerk shall, in general, perform all the duties incident to the office of Clerk of a stock corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts.

SECTION 7. Treasurer:

The Treasurer shall have the responsibility for funds and securities and shall be responsible for keeping full and accurate financial records and books of accounts showing all receipts and disbursements and for the preparation of all required financial data.

The Treasurer shall be responsible for the deposit of all money and other valuable effects in the name of the Board of Trustees, or the managing agent or business manager, in such depositories as may be designated from time to time by the Board of Trustees.

The Treasurer shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts. All non-recurring financial transactions or checks over \$500 need the approval and signature of the Treasurer.

SECTION 8. Agreements, Contracts, Deeds, Checks, etc.:

All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two (2) officers of the Condominium or by such other person or persons as may be designated by the Board of Trustees.

SECTION 9. Compensation of Officers:

No Officer shall receive any compensation from the Condominium for acting as such.

ARTICLE VI: UNIT OWNERS

SECTION 1. Title to Units:

Title to Units may be taken in the name of an individual or in the names of two (2) or more persons, as tenants in common or as joint tenants or as tenants by the entirety, or, in the name of a corporation or partnership, or in the name of a fiduciary. Title to Units taken are subject to the requirements of Article VIII: Operation of the Property.

SECTION 2. Beneficial Interests:

The Beneficiaries of the property held in trust shall be the Unit Owners of the Condominium. The beneficial interests in the Trust hereunder shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium as set forth in Schedule D to the Master Deed recorded herewith.

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM*SECTION 3. Majority of Unit Owners:*

As used in this Declaration of Trust and By Laws the term "Majority of Unit Owners" shall mean those Unit Owners having more than 50% of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with Section 1 of this Article.

SECTION 4. Quorum:

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

SECTION 5. Majority of Votes:

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 Declaration of Trust, of by law, a higher percentage vote is required.

SECTION 6. Voting:

The Owner or Owners of each Unit, or any person designated by such Owner or Owners to act as a proxy shall be entitled to cast the votes appurtenant to such Unit at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Clerk, and shall be revocable at any time by written notice to the Clerk by the Owner or Owners so designating.

There shall appertain to each Unit in Longley Trace Condominium, for voting purposes in connection with meetings of the Unit Owners, **one (1) vote**. Where a particular Unit is owned by more than one person, the owners thereof may attend any meetings of the Unit Owners, but it shall be necessary for multiple owners to act unanimously in order to cast a **vote** to which they are entitled.

Any Unit or Units owned by the Board of Trustees or its designee shall not be entitled to vote and shall be excluded from the total common interest when computing the interest of all other Unit Owners for voting purposes.

SECTION 7. Adjournment of Meetings:

If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority of the Unit Owners who are present at such meeting, either in person or by proxy, shall have the authority to adjourn the meeting to a time not less than forty-eight (48) hours from time the original meeting was called.

*SECTION 8. Annual Meeting of the Unit Owners:**Time of Annual Meeting:*

There shall be an annual meeting of the Unit Owners during the month of May in each year, or at such other reasonable date, place and time (not more than sixty days before or

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

after May 15th) as designated by the Trustees given to the Unit Owners at least seven (7) days prior to the date so designated.

Notice of Annual Meeting:

It shall be the duty of the Clerk to mail a notice via USPS or by electronic mail notification (if any Unit Owner has provided the Board with an email contact specifically to use for notices), as provided herein of the annual 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 ten (10) but not more than thirty (30) days prior to such meeting. The mailing, of a notice in the manner provided in this Declaration of Trust and By Laws shall be considered notice served. (See also Article VII: Notice).

Electronic Meetings and Voting:

Notwithstanding any provision in this Declaration of Trust to the contrary, the Board of Trustees and the Unit Owners may conduct any Board meeting or any regularly scheduled, annual or special meeting of the Unit Owners by electronic means (including, by video-conferencing technology or tele-conferencing). In the event that the Board determines, in their reasonable discretion, to hold a Unit Owner meeting by electronic means, the Board shall notify all Owners of that decision and provide access information to allow all Owners to participate electronically with the meeting notice (which shall be sent in advance of the meeting in compliance with the terms of this Declaration of Trust). The Board may also approve the minutes of any meeting through the use of electronic means (including email, video conferencing, fax machine, or PDF files transmitted over the internet).

In addition, the Board may elect to permit the Board and Unit Owners to vote on matters properly before each such body by mail-in ballot and/or electronic means (including by website, voting software and/or email voting). The Board may, from time to time, pursuant to its rule-making authority set forth in the Declaration of Trust, promulgate and amend policies related to the use and implementation of electronic meetings and voting.

Place of Annual Meeting:

The Annual Meetings of the Unit Owners shall be held at a suitable place convenient to the Unit Owners as designated by the Board of Trustees.

Order of Business for Annual Meeting:

At such meetings there shall be elected by vote of the Unit Owners, members to the Board of Trustees in accordance with the requirements of Article IV of this Declaration of Trust and By Laws. The Unit Owners may also transact such other business of the Condominium as may properly come before them.

The order of business at all meetings of the Unit Owners include, at minimum, the following:

- a. Roll Call/Sign In
- b. Acceptance of minutes of preceding meeting

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

- c. Report of Board of Trustees
- d. Review of previous FY financials
- e. Review of upcoming FY budget, including the monthly common charge.
- f. Election of members of the Board of Trustees (if Annual Meeting of Unit Owners)
- g. Unfinished Business
- h. New Business
- i. Adjournment of meeting

SECTION 9. Special Meetings of the Unit Owners:

Time of Special Meetings:

It shall be the duty of the President to call a special meeting of the Unit Owners as directed by the Board of Trustees or upon a petition presented to the Clerk signed by the owners of Units entitled to at least one-third of the Beneficial Interests in this Trust.

Notice of Special Meeting:

It shall be the duty of the Clerk to send a notice regarding each 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 ten (10) but not more than thirty (30) days prior to such meeting. The mailing, of a notice in the manner provided in this Declaration of Trust and By Laws shall be considered notice served.

Place of Special Meeting:

Special Meetings of the Unit Owners shall be held at a suitable place convenient to the Unit Owners as designated by the Board of Trustees.

SECTION 10. Owner Meeting with the Board of Trustees:

Any Unit Owner has the right to attend any Board of Trustees meeting. The Owner shall make the request to the Board of Trustees. The clerk shall communicate the time and place where the next meeting is to be held. The Unit Owner will be excused from the Executive Session.

ARTICLE VII: NOTICE

Whenever notice is required to be given to the Board of Trustees, or Trustee, or Unit Owner, under the provisions of the Master Deed or this Declaration of Trust and By Laws, it shall not be construed to mean personal notice.

Rather, such notice may be given in writing by regular U.S. mail service or by electronic mail notification if any Unit Owner has provided the Board with an email contact specifically to use for notices. Such notice shall be addressed to the Board of Trustees, a Trustee or a Unit Owner at

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

such address as appears on the books of the Condominium. Notice shall be deemed given as of the date sent or delivered.

SECTION 1. Service of Notice—Waiver:

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

ARTICLE VIII: OPERATION OF THE PROPERTY

SECTION 1. Maintenance and Repair:

Maintenance and Repair of Units: Except as hereinafter provided, each of the Unit Owners shall be responsible for all ordinary and extraordinary maintenance, upkeep, repair and replacement of his or her respective Unit (as such term is defined in the Master Deed),

Expenses Relative to Exclusive Use Areas: Each Unit Owner shall be responsible for the maintenance, repair and replacement of the driveways, and for all landscaping and other maintenance of the yard, lawn, and other areas and facilities including the entire Unit, roofs, siding, etc., within all areas of said Unit Owner's right of exclusive use.

Fertilizer use and cutting of vegetation in areas within 100 feet of wetlands is restricted by the Shirley Conservation Commission.

Each Unit Owner shall be responsible for snow removal from all driveways, walkways and other common areas and facilities within such Owner's exclusive use area.

Such responsibility for maintenance, repair, replacement, shall apply to the driveway serving each Unit even if such portion of the driveway is not within the designated exclusive Common Area.

Nothing shall be done or maintained in any Unit or in the Exclusive Common Areas which will impair the structural integrity or aesthetic integrity of the Condominium.

In the event any Unit fails in their obligations hereunder, the Trustees shall take any actions necessary to remedy such situation and charge the Unit Owner therefore.

Each Unit Owner shall be responsible for any and all damage to any and all other Units and/or the Common Areas and Facilities caused by his failure to satisfy this obligation, including all costs, charges, reasonable attorneys' fees, fines and expenses incurred by the Trust or other Unit Owners. If the Trustees shall at any time in their reasonable judgment determine that a Unit, or any part thereof, is in such need of maintenance or repair that the market value of one or more other Units

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

is being adversely affected, or that the condition of a Unit, any part thereof, or any fixtures, furnishings, facilities or equipment therein, is hazardous to any Unit or the occupants thereof and/or adversely affects any other Unit and/or the Common Elements and/or the Common Expenses, the Trustees shall in writing request the Unit Owner thereof to perform the needed maintenance, repair, replacement and/or work and/or to correct the relevant condition and/or its cause. In such case as action thereon shall not have been commenced within the time as may be reasonably set by the Trustees and thereafter diligently brought to completion, the Trustees shall be entitled to have such work performed for the account of such Unit Owner whose Unit, is in need thereof and to enter upon and have access to such Unit for these purposes. In the case of an emergency which necessitates immediate action, the Trustees may proceed thereto without delay. The cost incurred by the Trustees including, but not limited to, attorneys' fees and expenses shall constitute an obligation of the applicable Unit Owner and shall be considered a Common Expense attributable to such Unit. The Trustees may in their discretion additionally impose a fine upon a Unit Owner who, in the Trustees' judgment, unreasonably fails to comply with a request made by the Trustees hereunder.

In addition to the foregoing, each Unit Owner shall be required to maintain appropriate climate control, keep his or her Unit clean including dryer vents, and take necessary measures to retard and prevent mold from accumulating in the Unit, including not blocking or covering any heating, ventilation, or air-conditioning ducts.

In connection with any repair and replacement work to be carried out by the Unit Owner hereunder, the Unit Owner shall: (1) obtain, at the Unit Owner's expense, all necessary approvals, permits and/or licenses; and, (2) perform such work in a good and workmanlike manner and in full compliance with all applicable federal, state and local laws, ordinances, codes, bylaws and rules, including those relating to zoning, building, health, safety and sanitation. Upon the Board's request, the Unit Owner shall provide the names and contact information of all contractors who perform any work on the Unit.

Maintenance, Replacement and Repair of Common Areas and Tort Immunity. To the extent set forth in the Master Deed, the Trustees shall be responsible for arranging for the proper cleaning, replacement, maintenance and repair of the Common Elements and such other portions of the Condominium as may be herein specified within the budgetary constraints of the Condominium, including the Limited Common Elements. The Trust's obligation shall include, but not be limited to, those obligations to repair, maintain and replace the Common Elements expressly set forth in the Master Deed. The Trustees may approve payment of vouchers for such work, and the expenses of such replacement, maintenance and repair shall be assessed to the Unit Owners as Common Expenses of the Condominium at such times and in such amounts as provided herein; provided, however, that if such cleaning, replacement, maintenance and/or repair is necessitated by the negligence, misuse or neglect of a Unit Owner, his family, servants, agents, invitees, tenants, pets, or others upon the property at the Unit Owner's behest, whether directly or by virtue of a Unit Owner's failure to properly maintain, repair or replace the Unit, components thereof, or the Limited Common Elements to which such Unit Owner has exclusive use, including all charges, fines, reasonable attorneys' fees, costs and expenses, shall be charged to such Unit Owner,

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

constitute an obligation of such Unit Owner and be considered a Common Expense attributable to such Unit, except to the extent such as are covered by the Trust's master insurance policy. At the Trustee's reasonable discretion, costs and expenses of repairs or replacements attributable to Units within a particular building may be assessed by the Trustees, in their reasonable discretion, solely to the Unit Owners of the affected Units or to all of the Unit Owners in said building.

The Trust and Trustees shall not be liable, in any legal action brought by or on behalf of a Unit Owner, resident or visitor, for bodily injury or death occurring to a Unit Owner, resident or visitor on the Trust's Common Elements unless the Trust or Trustees are adjudicated after final appeal to have acted with gross negligence, recklessness or willful misconduct.

SECTION 2. Additions, Alterations or Improvements:

The Board of Trustees responsibility with respect to Improvements:

1. If fifty (50%) percent or more but less than seventy—five (75%) percent of the Unit Owners of the Condominium agree to make an improvement to the Common Elements, the cost of such improvement shall be borne solely by the Unit Owners so agreeing.
2. Seventy-five (75%) percent or more of the Unit Owners of the Condominium may agree to make an improvement to the Common Area and assess the cost thereof to all Unit Owners as a common expense, but if such improvement shall cost in excess of ten (10%) percent of the then value of the Condominium, any Unit Owner not so agreeing may apply to the Superior Court Department of the Trial Court of Middlesex South County, on such notice to the Board of Trustees as the court shall direct, for an order directing the purchase of his Unit by the Board of Trustees at the fair market value thereof as approved by the court. The cost of any such purchase shall be a common expense of the Condominium.
3. If and when any Unit Owner shall propose an addition, alteration, or improvement of their Unit or Exclusive Use Area, the Trustees shall determine in their reasonable discretion whether such improvement would be consistent and compatible with the provisions and intent of the Master Deed, these By Laws, and/or Rules & Regulations. Prompt review and response to a Unit Owner request for change shall not be unreasonably withheld.

Unit Owner responsibility with respect to Additions, Alterations, or Improvements:

1. No structural additions, alterations or improvements in or to the Unit, may be made in violation of the Town of Shirley Zoning By Law. The Unit Owner should consult with Building Inspector and governmental authorities for permits to make any additions, alterations or improvements to a Unit.
2. The Board of Trustees shall not be liable, to any contractor, subcontractor, material man or other person for personal injury or property damage arising from such addition, alteration or

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

improvement.

3. No structural additions, alterations or improvements to the exterior of a Unit, which requires the use of heavy equipment, and/or that requires a permit or approval of any kind from the Town of Shirley and/or will potentially impact the structural and/or aesthetic integrity of the condominium, may be made without the prior written approval of the Board of Trustees, which may be subject to reasonable conditions as the Board determines. Unit Owners shall not modify, add to or delete from existing structure without first receiving written permission from the Board of Trustees. This includes, but is not limited to: paint color, roof material, shingle/siding material, window type (casement vs. double-hung), external furnace chimney, solar panels, exterior lighting, awnings, fences, underground sprinkler systems, large ponds, trees, shrubs, ground cover etc.
4. Any permission granted will be on an individual request basis. Any Unit Owner who violates this Section 2 shall be subject to the enforcement provisions set forth in this Declaration of Trust.

SECTION 3. Restrictions on Use of Units and Common Elements:

1. In order to provide for congenial occupancy of the Property and for the protection of the Unit Values, the use of the Property shall be restricted to two, three or four-family housing governed by the Use restrictions identified in the Rules & Regulations as well as the following restrictions:
 - (a) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.
 - (b) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possessions or proper use of the Property by its residents
 - (c) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated by and at the sole expense of the Unit Owners or the Board of Trustees, whichever shall have the obligation to maintain or repair such portion of the Property. Unit Owners (and Residents) must obey the Basic Requirements defined by the Town of Shirley's Protective Zoning By Laws with respect to General and Prohibited Uses, as well as Accessory Uses within the zoned district in which we are located.
 - (d) Ordinary domestic pets legally registered with the Town of Shirley may be kept by any Unit Owner and no such pet shall be permitted in any part of the Condominium (other than the Unit of the Owner) unless carried or on a leash.

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

(e) Each parking space in the Condominium is intended to be used only by the Unit Owner who has an easement for the exclusive use of such parking space, the occupants of such Unit Owner's Unit and their guests and invitees; and each such parking space is intended to be used for parking of currently registered and licensed private passenger vehicles in operating condition. A Unit Owner may lease or otherwise grant the right of use of any parking space in which such Unit Owner has an easement for exclusive use to an occupant of another Unit in the Condominium, but not to any other person.

(f) No boats, snowmobiles, recreational vehicles, trailers, buses or other similar items or equipment may be stored in any parking space except with the prior written permission of the Trustees.

(g) Any Unit Owner may lease or rent his Unit, subject, however, to the following conditions:

A. Any lease, or occupancy agreement, shall:

- i. Be in writing.
- ii. Apply to the entire unit, and not merely a portion thereof.
- iii. Are subject specifically to the provisions of the Master Deed, Declaration of Trust and By Laws and constituent documents.
- iv. Must be for a term of not less than two (2) months.
- v. Expressly provide that the lease, or occupancy agreement shall be subject in every respect to the Master Deed of the Condominium, the Declaration of Trust and By Laws of the Condominium Trust, and the Rules & Regulations thereof, as the same have been amended most recently prior to the execution of the lease or occupancy agreement; and
- vi. Shall include the following text:
 "THE APARTMENT UNIT BEING LEASED (RENTED) UNDER THIS LEASE (OCCUPANCY AGREEMENT) IS LOCATED IN A CONDOMINIUM BUILDING—NOT A RENTAL APARTMENT HOUSE. THE CONDOMINIUM BUILDING IS OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH APARTMENT (EXCEPT FOR CERTAIN APARTMENTS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS). THE TENANTS UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE BUILDING ARE (EXCEPT AS AFORESAID) THE OWNERS OF THE HOMES WHICH THEY OCCUPY, AND NOT TENANTS LIVING IN A RENTAL APARTMENT HOUSE. THE TENANT, BY SIGNING THIS LEASE (OCCUPANCY AGREEMENT) ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUM, THE DECLARATION OF TRUST OF THE CONDOMINIUM

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

TRUST AND THE BY-LAWS AND RULES AND REGULATIONS THERETO, AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME, AND THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME, AND THAT IN THE EVENT OF ANY NONCOMPLIANCE, THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE CONDOMINIUM TRUST (WHO ARE ELECTED BY THE UNIT OWNERS) AND IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES OR OTHER CHARGES, AND THAT THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE (OCCUPANCY AGREEMENT)"

- vii. Unit Owners shall be responsible for any damage to the Common Elements by tenants and/or guests.
- viii. Any failure by the tenant to comply in all respects with the provisions of the Master Deed of the Condominium, or the Declaration of Trust and By Laws, which include the Rules & Regulations thereto, shall constitute a material default in the lease (occupancy agreement), and in the event of such default, the Trustees of the Condominium Trust shall have the following rights and remedies against both the unit owner and the tenant in addition to all other rights and remedies which the Trustees and the Unit Owners (other than the owner of the affected unit) have or may in the future have, against both the owner of the affected unit and the tenant, all rights and remedies of the Trustees and the Unit Owners (other than the owner of the affected unit) being deemed at all times to be cumulative and not exclusive:
 - a. The Trustees shall have the right to give written notice of the default to both the tenant and the Unit Owner. Said notice shall be deemed properly given if left in any part of the unit addressed to the tenant, and mailed, postage prepaid, registered or certified mail, return receipt requested, addressed to the owner of the unit as such address then appears on the records of the Board of Trustees, or by delivering said notice in hand, or by delivering said notice in any other manner permitted by law.
 - b. If the default continues for five (5) days after the giving of said notice, then the Trustees shall have the right to: Levy fines against the owner of the affected unit in accordance with the provisions of Article IX: Common Charges of the By Laws, and terminate the tenancy by giving notice in writing to quit to the tenant in any manner permitted by law, in the name of the landlord (Unit Owner) or in the name of the Trustees, or both.
 - i. In case of a tenancy at will, the time of such notice shall be sufficient if it is equal to the interval between the days of rent payment, or

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

thirty (30) days, whichever is longer.

- ii. In either event, a copy of such notice to quit shall be delivered or mailed to the landlord (Unit Owner) in the manner set forth hereinabove.
 - iii. Thereafter, the Trustees may initiate and prosecute a summary process action against the tenant under the provisions of General Laws, Chapter 239, in the name of the landlord, or in the name of the Trustees, or both.
- c. The Trustees shall be entitled to levy a fine, or fines, or give a notice, or notices to quit followed by a summary process action or actions, and the Trustee's election to pursue any of the foregoing remedies, either at the same time, or in the event of any further default.
- d. All of the expenses of the Trustees in giving notice, and notices to quit, and maintaining and pursuing summary process actions and any appeals therefrom, shall be entirely at the expense of the owner of the affected unit, and such costs and expenses may be enforced and collected against the Unit Owner and unit as if the same were Common Expenses owned by the unit or Unit Owner.

B. Unit Owner's Responsibility

- i. The Unit Owner shall make reasonable efforts, at his expense and upon his initiative to inform rental agents of the provision of this Section, and shall, at his own expense, and upon his own initiative, furnish copies of the condominium documents to the tenant, and insure that the lease or occupancy agreement is prepared in conformity with the provisions of this Section.
- ii. Any renewal or extension of any lease or occupancy agreement shall be subject to the prior written approval of the Trustees in each instance. Any disapproval by the Trustees to be related to a tenant's failure to follow the rules and regulations of the Condominium. Such approval shall not limit any rights or remedies of the Trustees or Unit Owners in the event of subsequent default.
- iii. A true copy of the lease or occupancy agreement shall be delivered to the Trustees forthwith upon its execution along with the tenant's contact information.
- iv. The provisions of this Section shall take precedence over any other section in the lease or occupancy agreement.
- v. Notwithstanding anything to the contrary herein, and notwithstanding any custom, law, or usage to the contrary, it is expressly understood and agreed that neither the Trustees, nor the other Unit Owners, shall ever bear any personal or

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

individual responsibility with respect to said lease or occupancy agreement.

- vi. Every lease or occupancy agreement shall have attached thereto, and incorporated therein by reference, a copy of this Section.
2. Notwithstanding anything to the contrary in this Section, it is expressly understood and agreed that the provisions of this Section shall not apply to any first mortgagee in possession of a unit following default by the Unit Owner in his mortgage, or holding title to a unit by virtue of a mortgage foreclosure proceeding, or deed or other agreement in lieu of foreclosure.

SECTION 4. Use of Common Elements:

No Unit Owner shall place or cause to be placed in or on Common Elements other than in their exclusive use areas to, which such Unit Owners has direct access, any furniture, packages or objects of any kind.

SECTION 5. Insurance:

The Trustees and the Unit Owners shall obtain and maintain the following insurance policies:

- a. Casualty Insurance. The Trustees shall obtain and maintain, to the extent reasonably obtainable at costs deemed reasonable to the Trustees in their sole discretion and permitted by applicable law, so-called master policies of insurance providing fire-with-extended coverage and so-called "all risk" coverage insurance, insuring the buildings including, without limitation, the Common Elements, all of the Units with all fixtures, additions, alterations and improvements thereof, all heating and cooling equipment and other service machinery, apparatus, equipment and installations comprised in the Common Elements, and also all such portions normally deemed to constitute part of the buildings and customarily covered by such insurance, but not including any furniture, furnishings, or household and personal property belonging to and owned by individual Unit Owners or tenants, in an amount equal to not less than one hundred percent (100%) of the full replacement value thereof (exclusive of foundations, land and other items normally excluded therefrom) without deduction or depreciation. Coverage may be subject to a reasonable deductible as the Trustees may determine, from time to time, and shall include Agreed Amount, Inflation Guard (if reasonably obtainable), Ordinance or Law coverage including increased cost of construction and demolition (if applicable), Replacement Cost Endorsements and boiler and machinery insurance in such limits as the Trustees may, from time to time, determine. In determining full replacement value, the Trustees may reasonably rely upon the advice of the insurer or other commercially reasonable appraisal and such replacement value should be updated periodically but no less than every three (3) years. The name of the insured under such policy shall be stated in form, substance and effect similar to the following: "Trustees of The Longley Trace Condominium Trust for use and benefit of the Unit Owners of The Longley Trace Condominium and their mortgagees as their interests may appear." Such insurance shall contain the standard mortgagee clause and shall name the Trustees as Insurance Trustees (as defined herein) for the use and benefit of all Unit Owners and their mortgagees as their interest may appear, with losses payable to and adjusted by the Trustees as Insurance Trustees in accordance with the provisions of these By-Laws. The

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

Trustees may insure against such other hazards or risks of casualty as the Trustees from time to time in their discretion shall determine to be appropriate, including, but not limited to earthquake and flood insurance.

- b. Liability Insurance. The Trustees shall obtain and maintain, to the extent obtainable and/or applicable, master policies of insurance with respect to the Common Elements for the benefit and protection of the Trust and all Unit Owners for: (i) comprehensive general liability insurance in such limits as the Trustees may, from time to time, determine but in no case less than \$1,000,000.00 per occurrence/\$2,000,000.00 in the general aggregate and (ii) an excess/umbrella liability policy with a limit of no less than \$2,000,000.00 per occurrence and general aggregate (to apply excess of general liability, automobile liability and employers liability coverages), covering the Trust, the Trustees, the Business Manager (as defined herein), if any, and each Unit Owner with respect to liability arising out of ownership, maintenance or repair of the Common Elements of the Condominium, such insurance containing a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Condominium Unit Owner because of negligent acts of the Trust, the Trustees, the Unit Owner or other Unit Owners, and other provisions commonly referred to as a "Special Condominium Endorsement" or its equivalent; (iii) workmen's compensation and employers liability insurance and non-owned automobile liability insurance with respects to employees of the Condominium, if any; and (v) such other liability insurance as the Trustees may from time to time deem appropriate and desirable.

- c. Fidelity Coverage. The Trustees shall obtain fidelity coverage against dishonest acts on the part of the Trustees, the Business Manager (as defined herein), if any, employees or volunteers responsible for handling funds belonging to the Trust or administered by the Trustees. This fidelity insurance shall name the Trustees of The Longley Trace Condominium Trust as the named insured and shall be written in an amount equal to the maximum amount that will be in custody of the Trust at any one time, but in no event less than three (3) months Common Expenses plus all reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

- d. Directors and Officers Liability Insurance. The Trustees may obtain Directors' and Officers' Liability Insurance in such amounts and upon such terms as they deem appropriate.

- e. FHLMC and FANNIE MAE Insurance Requirements. The Trustees may rely upon the advice of its insurance agent in determining what coverages and in what amounts those coverages should be maintained by the Trust to satisfy FHLMC and FANNIE MAE requirements.

- f. Unit Owners' Insurance. Unit Owners shall carry insurance for their own benefit insuring their furniture, fixtures, furnishings and other personal property located within their respective Units or its appurtenances, and for such as is not covered by the Condominium master policies – particularly any deductible; 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 any

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

Unit Owner. Unit Owners shall in all events maintain liability insurance covering damage to the Property in such reasonable amounts as the Trustees may determine and, upon request, provide evidence thereof to the Trustees. Unit Owners shall provide the Trustees with evidence of proper coverage upon the Trustees' request and shall be subject to the enforcement provisions hereof in the event of any failure to maintain appropriate coverage as required herein.

- g. Terms and Conditions of Policies. Policies for casualty insurance, and to the extent applicable, such other policies of insurance, shall provide: (i) that the insurance company waive any right of subrogation against the Trustees, their agents and employees, and the Unit Owners, their respective employees, agents, tenants and guests to the extent they are not specifically obligated hereunder; (ii) that the insurance shall not be prejudiced by any act or neglect of any Unit Owners or occupants or any other person or firm (including employees and agents of the Trustees) when such act or neglect is not within the control of the Trustees (or Unit Owners collectively) or by failure of the Trustees or Unit Owners collectively) to comply with any warranty or condition with regard to any portion of the premises over which the Trustees (or Unit Owners collectively) have no control; (iii) that such policies may not be canceled without at least twenty (20) days' prior written notice to all Unit Owners and mortgagees of Units to whom certificates of insurance have been issued; (iv) that recovery thereunder shall not be affected on account of the availability of proceeds under any policies obtained by individual Unit Owners covering their Units; and (v) if obtainable, that the company shall waive any right it may have under the policy to repair or restore damage should the Unit Owners elect to terminate the Condominium because of such damage. Such insurance policies may provide for a deductible for each coverage thereof as determined by the Trustees in their absolute discretion. In the event of any loss which relates in part to insurable portions of a Unit, or Units, and/or in part to the Common Elements, the Trustees shall apportion the deductible amount directly proportional to the amount of such loss related to such Unit or Units, and/or the amount of the loss related to the Common Areas and Facilities. Where such loss is solely to a Unit, the deductible amount shall be borne solely by the Unit Owner thereof. Where such loss is solely to the Common Elements, such loss shall be borne from the common funds, unless such loss is determined by the Board to have been caused by the negligence, recklessness or willful misconduct of a Unit Owner(s), in which case the Board may assess such amounts to such Unit Owner(s).
- h. Insurance Appraisal. The Trustees may obtain an appraisal of the full replacement value of the property to be insured in accordance with the foregoing provisions of this Section, without deduction for depreciation, for the purpose of determining the amount of insurance to be maintained pursuant to this Section.
- i. Trustees As Insurance Trustees. The Trustees: (i) shall have exclusive authority to negotiate all losses as herein provided for, (ii) shall collect and receive all loss insurance proceeds, and (iii) shall hold, use, apply and disburse the same in accordance with the applicable provisions of these By-Laws for the benefit of the Unit Owners and their respective mortgagees. With respect to losses which affect portions or elements covered by such insurance or more than one

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINUM

Unit and/or the Common Elements to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Trustees in their judgment in a fair and equitable manner, primarily based upon the relative losses.

- j. Authorized Insurance Representative. Notwithstanding any of the forgoing provisions and requirements to the contrary relating to physical damage or liability insurance, there may be named as an insured, on behalf of the Trustees, the Trustees' authorized representative, including any Trustee, with whom such Trustees may enter into any insurance trust agreement or any successor to such Trustee (each of whom shall be referred to herein as the "**Insurance Trustee**"), who shall have exclusive authority to negotiate losses under any policy providing such physical damage or public liability insurance. Each Unit Owner appoints the Trustees, or any Insurance Trustee or substitute Insurance Trustee designated by the Trustees, as his attorney-in-fact for the purpose of purchasing, maintaining and administering such insurance, including without limitation 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.
- k. Notification of Mortgagees. The Trustees, on behalf of the organization of Unit Owners, shall, when requested by mortgagees of Units, give written notice to such mortgagees of any such loss to the Common Elements, or to the Unit mortgaged, as the mortgagee requests.
- l. Certificates of Insurance. Certificates of insurance with proper mortgage endorsements, when requested, shall be issued to Unit Owners or their designees. The Trustees may charge a reasonable fee for obtaining and issuing such certificates.
- m. Cost of Insurance a Common Expense. The cost of all insurance obtained and maintained by the Trustees pursuant to the provisions of this Section shall be a Common Expense.

SECTION 6. Right of Access:

A Unit Owner shall grant a right of access to the Unit to the manager and/or the managing agent and/or any other person authorized by the Board of Trustees, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any conditions originating in his/her Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in the Unit or elsewhere in the Building, provided that requests for entry are within the purview of the Board of Trustees powers and duties and are made in advance and that any such entry is at a time of reasonable convenience to the Unit Owner (or Resident). In case of an emergency such right of entry shall be immediate, whether the Unit Owner (or Resident) is present at the time or not. In the event of the exercise of the right of access provided in this Section 6, any costs for repairs shall be borne in accordance with the provisions of Section 1 of this Article.

SECTION 7. Utility Charges:

Electricity, gas and water shall be supplied by the public utility companies servicing the area directly to each Unit through a separate meter and each Unit Owner shall be required to pay the

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

bills for electricity, gas and water consumed or used in the Unit.

SECTION 8. Fiscal Year:

The fiscal year of the Trust shall commence each year on May 1.

ARTICLE IX: COMMON CHARGES

SECTION 1. Determination of the Common Fee:

The yearly common fee for each Unit is due on a monthly basis. The Board of Trustees shall from time to time, and at least annually, prepare a budget for the Condominium, and determine the amount of the common fees payable by the Unit Owners to meet the Common Expenses of the Condominium expected to be incurred during such fiscal year together with a reasonable provision for contingencies and reserves, shall determine the assessment to be made for such fiscal year. The Trustees shall allocate and assess such common fees among the Units equally.

The Common Expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be obtained or which have been procured by the Board of Trustees pursuant to the provisions of this Declaration of Trust and By Laws.

The Common Expenses may also include such amounts as the Board of Trustees may deem proper for the operation and maintenance of Property, including, without limitation, amounts for working capital reserves, general operating reserves, replacement reserves and reserves to cover prior year deficits in common expenses.

The Board of Trustees shall establish and maintain an adequate reserve fund to the periodic maintenance, repair and replacement of improvements to the Common Elements. The fund shall be maintained out of regular assessments for common expenses.

The Common Expenses may also include such amounts as may be required for the purchase or lease by the Board of Trustees, on behalf of all Unit Owners, of any Unit Owner who has elected to sell or lease such Unit to the Condominium or of any Unit which is to be sold at a foreclosure or other judicial sale.

The Board of Trustees shall advise all Unit Owners, promptly in writing, of the amount of the common fees payable by each of them, respectively, as determined by the Board of Trustees, as aforesaid and shall furnish copies of each budget on which such common fees are based, to all Unit Owners. The Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by the provisions of Chapter 183A.

SECTION 2. Additional Interest, Fines, Penalties and Fees:

The Charges due for a Unit may include additional charges placed on an individual Unit Owner by the Board of Trustees as penalty for a By Laws, Rules and Regulations violation or late payment

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

of common charges.

SECTION 3. Payment of Charges:

All Unit Owners shall be obligated personally to pay the charges assessed by the Board of Trustees pursuant to the provisions of Section 1 and Section 2 of this Article monthly in advance or at such other time or times as the Board of Trustees shall determine.

No Unit Owner shall be liable for the payment of any part of the common charges assessed against the Unit subsequent to a sale, transfer or other conveyance (of such Unit, together with the Appurtenant Interests, as defined in Article X: Titles and Mortgages hereof.

In addition, any Unit Owner may, subject to the terms and conditions specified in this Declaration of Trust and By Laws, provided that the unit is free and clear of liens and encumbrances other than the statutory lien for unpaid common charges, convey the Unit, together with the Appurtenant Interests, to the Board of Trustees, and in such event to exempt from common charges assessed thereafter.

A mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit shall not be liable for, and such Unit shall not be subject to, a lien for the payment of common charges assessed prior, to the foreclosure sale.

SECTION 4. Collection of Assessments:

The Board of Trustees shall take prompt action to collect any common charges due from any Unit Owner which remains unpaid for more than 30 days from the due date for payment thereof. Interest at the rate of 1.5% per month may be charged on all payments which are more than fifteen days overdue, and shall constitute a lien on the Unit and the Unit Owner assessed, pursuant to the provision of Chapter 183A. The Unit Owner of a Unit is responsible for the payment of common charges assessed to the Unit from the point of purchase and sale until the Unit is sold.

SECTION 5. Default in Payment of Charges Due:

In the event of default by any Unit Owner paying to the Board of Trustees the charges due as determined by the Board of Trustees, such Unit Owner shall be obligated to pay interest in the manner described in Section 4 herein, together with all expenses, including attorney's fees and court costs, incurred by the Board of Trustees in proceedings brought to collect such unpaid common charges.

The Board of Trustees shall have the right and duty to attempt to recover such charges, together with interest thereon, and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against such Unit Owner, or enforce a lien on such Unit as provided in Section 6 of Chapter 183A of the Massachusetts General Laws.

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINUM

SECTION 6. Suit for Unpaid Common Charges:

A suit to recover a money judgment for unpaid common charges shall be maintainable without enforcing or waiving the lien securing the same.

SECTION 7. Statement of Charges:

The Board of Trustees shall provide any Unit Owner so requesting the same in writing, a written statement of all unpaid common charges due from such Unit Owner. The Trustees shall supply a certificate under Chapter 183A §6(d) in recordable form stating the amount of any unpaid assessments (including interest due thereon and costs of collection associated therewith) for common expenses and any additional charges placed on the individual Unit Owner upon receiving appropriate request from a Unit Owner, a purchaser of a Unit under a written contract of sale transfer thereof, or a Unit Mortgagee, addressed to the Trustees and payment of a reasonable fee.

ARTICLE X: MORTGAGES

SECTION 1. Notice to Board of Trustees:

A Unit Owner who mortgages his/her Unit, shall notify the Board of Trustees of the name and address of his/her mortgagee and shall file a conformed copy of the note and mortgage with the Board of Trustees; the Board of Trustees has the right to maintain such information in a book entitled "Mortgages of Units".

SECTION 2. Notice of Unpaid Common Charges:

The Board of Trustees, whenever so requested in writing by a mortgagee of a Unit, shall report promptly any then unpaid common charges due from, or any other default by, the Owner of the mortgaged Unit.

SECTION 3. Notice of Default:

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

SECTION 4. Examination of Books:

Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Trust at reasonable times, with reasonable notice, on business days.

ARTICLE XI: SALES, LEASES AND MORTGAGES OF UNITS

SECTION 1. Sales and Leases:

No Unit Owner may sell or lease his/her Unit or any interest therein except by complying with the

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

following provisions:

(a) The other provisions of these By-Laws notwithstanding, a Unit Owner may, without the consent of the Board of Trustees, and without compliance with this Section, license to another Unit Owner the use of any space for parking with respect to which the Unit Owner has the exclusive right, such license to be upon such terms and conditions as the Unit Owner shall desire, provided that it expires automatically upon the sale of the Unit owned by either the licensor or licensee, and provided further that, notice of such license is given promptly to the Board of Trustees.

SECTION 2. No Severance of Ownership:

No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to a Unit without including therein the rights in the Common Elements, 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 mentioned expressly or described therein. No part of the Appurtenant Interest of any Unit may be sold, transferred or disposed of otherwise, 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.

SECTION 3. Financing of Purchase of Units by Board of Trustees:

Acquisition of Units by the Board of Trustees may be made from the working capital and common charges held by the Board of Trustees, or if such funds are insufficient, the Board of Trustees may levy an assessment against each Unit Owner in proportion to ownership in the Common Elements, as a common charge, which assessment shall be enforceable in the same manner as provided in Article VII, or the Board of Trustees, in its discretion, may borrow money to finance the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance of hypothecation of any property other than the Unit together with Appurtenant Interest, so to be acquired by the Board of Trustees. Any levy or assessment against Unit Owners for the purpose of financing a purchase of a Unit must be approved by a unanimous vote of the Unit Owners.

SECTION 4. Waiver of Right of Partition with Respect to Such Units as are Acquired by the Board of Trustees:

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

ARTICLE XII: CONDEMNATION

If more than ten (10%) percent of the Condominium is taken under the power of eminent domain, the taking shall be treated as a "casualty loss", and the provisions of Section 17 of Chapter 183A of the Massachusetts General Laws shall apply.

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

Where one or more Units have been altered substantially or rendered uninhabitable as a result of a partial taking, and the Unit Owners vote to restore and continue the Condominium pursuant to the provisions of Section 17 of said Chapter 183A of the Massachusetts General Laws, the Board of Trustees shall have the authority to acquire the remaining portions of such Units, for such price as the Board of Trustees shall determine, provided that any Unit Owner of such remaining portion who does not agree with such determination may apply to the Superior Court of Middlesex South County on such notice to the Board of Trustees as the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court.

Where as a result of a partial taking, any Unit is decreased in size or where the number of Units is decreased by a partial taking, then the Board of Trustees may make such provisions for realignment of the percentage in the Common Elements as shall be just and equitable.

In the event of a total or partial taking under the powers of eminent domain, the Unit Owners shall be represented by the Condominium acting through the Board of Trustees.

In the event of a partial taking, the award shall be allocated to the respective Unit Owners according to their undivided interest in the Common Elements, except as to such portion or portions of the award which are attributable to direct or consequential damages suffered by particular Units, which shall be payable to the Owners of such Units or their mortgagees as their interests may appear.

In the case of a total taking of all Units and the Common Elements, the entire award shall be payable to the Board of Trustees and distributed to the Unit Owners in accordance with their respective percentage interests in the Common Elements set forth and contained in Schedule D of the Master Deed recorded herewith or to their mortgagees as their interests may appear.

ARTICLE XIII: RECORDS

The Board of Trustees or its managing agent and/or business manager shall keep detailed records of the actions of the Board of Trustees and the managing agent and/or business manager, minutes of the meeting of the Board of Trustees, minutes of the meeting of the Unit Owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures as well as a separate account for each Unit, which, among other things, shall contain the amount of each assessment of common charges against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid.

An annual report of the receipts and expenditures of the Condominium shall be rendered by the Board of Trustees to all Unit Owners promptly after the end of each fiscal year.

Copies of the Master Deed, this Declaration of Trust and By Laws, Rules & Regulations and Site and Floor Plans of the Buildings and Units, shall be maintained at the office of the Board of Trustees and shall, be available for inspection by Unit Owners and their authorized agents during reasonable business hours and upon reasonable notice.

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

ARTICLE XV: MISCELLANEOUS

SECTION 1. Invalidity:

The invalidity of any part of this Declaration of Trust and By Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of said Declaration of Trust.

SECTION 2. Captions:

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

SECTION 3. Singular/Plural:

The use of the singular in this Declaration of Trust and By Laws shall be deemed to include the plural, wherever the context so requires. The phrase Unit Owner shall be deemed to include the Unit Owner or said Owner's Lessee and the family, servants, employees, agents, visitors and licensees of said Unit Owner or Lessee.

SECTION 4. Waiver:

No restriction, condition, obligation, or provision contained in this Declaration of Trust and By Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches thereof which may occur.

SECTION 5. Right of Action:

Any aggrieved Unit Owner shall have an appropriate right of action against Unit Owners or the Board of Trustees for failure to comply with the provisions of the Declaration of Trust and By Laws, constituent documents or the decisions of the Board of Trustees made pursuant thereto.

ARTICLE XVI: AMENDMENTS AND TERMINATION OF DECLARATION
OF TRUST AND BY LAWS*SECTION 1. Amendments:*

The Trustees, with the consent in writing of Unit Owners entitled to more than seventy-five percent (75%) of the beneficial interest hereunder, may at any time and from time to time amend, alter, add to, or change this Declaration of Trust and By Laws in any manner or to any extent.

The Trustees must first, however be 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:

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

- a. according to the purpose of which the of the percentage of the beneficial interest hereunder of any Unit Owner would be altered, other than by consent of all the Unit Owners, or any manner or to any extent whatsoever modified or affected so as to be different, than the percentage of the individual interest of such Unit Owner in the Common Elements as set forth in the Master Deed; or
- b. which would render this Declaration of Trust and By Laws contrary to or, inconsistent with any requirement or provisions of said Chapter 183A of the Massachusetts General Laws.

Any Amendment, alteration, addition or change pursuant to the foregoing provisions of this Section shall become effective upon the recording with the Middlesex South District Registry of Deeds of an instrument of amendment, alteration, addition, or change, as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgement 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 instrument, 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 instruments or not, upon all questions as the title or affecting the rights of third persons, and for all other purposes.

Notwithstanding anything to the contrary in this Declaration of Trust and By Laws, the consent of the Owners of Units to which at least sixty—seven percent (67%) of the votes in the Trust are allocated and the approval of holders of first mortgages on Units which have at least fifty-one (51%) of the votes of Units, subject to holders of first mortgages, shall be required to add or amend any material provisions of the documents of the Condominium which establish, provide for, govern or regulate any of the following:

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

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

- l. Any provisions which are for the express benefit of mortgage holders, insurers or guarantors of first mortgages on Units;
- m. Reallocation of interest in the general or limited common areas, or rights to their use.

The provisions of subparagraph (a) to (m) do not apply to amendments or termination of the Condominium as a result of destruction, damage or condemnation.

The Master Deed and the Condominium Trust shall not be altered, amended or otherwise changed if such alteration or amendment will, in any manner, disqualify mortgages of Units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA). All provisions of this Condominium Declaration of Trust and By Laws and the Master Deed shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.

SECTION 2. Termination of Longley Trace Condominium Trust:

The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A of the Massachusetts General Laws in accordance with the procedure therefor set forth in Section 19 of said Chapter.

Upon the termination of this Trust, the Trustees may, subject to and in accordance with provisions of said Chapter 183A of the Massachusetts General Laws, 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 of the Trust 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 them which shall be conclusive, all other property then held by them in Trust hereunder to the Unit Owners, according to their respective percentage of beneficial interest, as shown in the Master Deed.

In making any sale under the provisions of this Section, the Trustees shall have the 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 be 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 fixed for distribution of Trust property may have passed.

ARTICLE XVII: CONFLICTS AND SEVERABILITY

SECTION 1. Conflicts:

This Declaration of Trust and By Laws is set forth to comply with the requirements Chapter 183A of the Massachusetts General Laws.

DECLARATION OF TRUST AND BY LAWS: LONGLEY TRACE CONDOMINIUM

In the event that any provisions herein conflict with the provisions of said statute or the Master Deed recorded in the Middlesex South Registry of Deeds, the provisions of said statute or the Master Deed, as the case may be, shall control.

SECTION 2. Severability:

In the event that any provision of this Trust shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed to be enforceable to the extent and in such situations as may be permitted by applicable law, and, in any event, the partial or total enforceability of such provision shall not affect the remainder of this Trust; and, in such event, all of the other provisions of this Trust shall continue in full force and effect as if such invalid provision had never been included herein.

ARTICLE XVIII: RULES AND REGULATIONS

The Rules & Regulations for Longley Trace Condominium are binding upon all present and future owners, mortgagees, lessees and occupants of Units and their employees and any other persons who make use of the facilities of the property in any manner.

Current copies of such Rules & Regulations shall be furnished by the Board of Trustees to each Unit Owner at the time of purchase, by request. It is the Unit Owner's responsibility to ensure that all occupants of the Unit are aware and abide by the same.

Rules and Regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board of Trustees.

SECTION 1. Amendments:

Amendments to the Rules & Regulations shall be exempt from the requirements of Article XVI: Amendments and Termination, of this Trust and shall become effective upon the recording of the same.

A majority vote of Unit Owners at a meeting held in compliance with Article VI: Unit Owners, of this Trust may overrule the Board.

Copies of such Rules & Regulations shall be furnished by the Board of Trustees to each Unit Owner prior to the time when the same shall become effective. It is the Unit Owner's responsibility to ensure that all occupants of the Unit are provided with the most current Rules & Regulations.