

The Units are intended only for residential purposes by the owner thereof or his permitted lessees and the members of their immediate families. The Declarant shall be specifically exempt from the use limitations hereof to the extent that the Declarant elects to use any of the Units during the construction and marketing of the Condominium for use as marketing, sales or administrative offices.

#### **10. RESTRICTIONS ON THE USE OF UNITS:**

A. Units: In addition to the Age-Restriction previously described and defined, the restrictions on the use of the Units are as follows:

(a) No Unit shall be used or maintained in a manner contrary to or inconsistent with the comfort and convenience of the occupants of the Units, the provisions of the Declaration of Trust, the By-Laws set forth therein, the Rules and Regulations, and the provisions of the Permits and Approvals;

(b) No commercial, industrial, recreational or professional activity shall be pursued in any Unit, at any time, with the sole exception for a home occupational office, consistent with the applicable provisions of the Town of Scituate Zoning Bylaws. If zoning regulations change to expand the scope of activities that Unit Owners may pursue lawfully within a Unit, the Unit Owner may apply to the Board of Trustees for approval to commence the permitted use of his Unit. Each application shall be considered by the Board of Trustees on an individual basis. Once the Board of Trustees has given its approval to a particular use of a Unit, it may not revoke the approval as long as the nature and scope of the approved use remains unchanged. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purpose that occupations carried on in the Unit are permitted only if such use is incidental to the Unit's primary residential use; provided further that the Unit Owners who pursue such incidental occupational use of their Unit shall have no employees, customers or clients at the Unit and shall obtain prior approval as necessary under applicable laws;

(c) The Owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, provided, however, that such modifications shall not increase the number of bedrooms in any Unit from the number of bedrooms originally constructed and permitted by the Declarant, and provided further that such change of use and or designation is further subject to the provisions of Sections 9, 10 and 11 hereof;

(d) Except on unanimous written approval of the Board of Trustees of the Condominium Trust, in order to preserve the architectural integrity of the buildings and the Units, without modification, and without limiting the generality thereof, no clotheslines and no outdoor clothes drying or hanging shall be permitted in the Condominium, nor shall anything be hung, painted or displayed on the outside of the windows (or inside, if visible from the outside) or placed on the outside walls or outside surfaces of doors of any of the Units, and no awning, screen, sign, banner, or other device, and no exterior change, addition, structure, projection, decoration, or other feature, or exterior color, or exterior material, or exterior finishes, shall be erected or placed upon or attached to any Unit or any part thereof, no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light (except for lighting within a Limited Common Element as set forth below), door knocker, or other exterior hardware, exterior Unit door, door

frames or window frames, shall be made and no painting or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window, further subject to all restrictions of record.

With the prior majority written consent of the Board of Trustees, and in accordance with design guidelines that the Board may enact from time to time, Unit Owners may install the following improvements within the Limited Common Element designated for each Unit at the rear of the Unit:

i) Additional landscaping may be installed provided that it is contained within the immediate perimeter of the foundation of the Unit (a "foundation planting") or within the Limited Common Element of the Unit. In the event that any such additional landscaping results in added costs to the Condominium's landscaping contract and budget, which evaluation shall be solely determined by the Board of Trustees, the Board may assess any additional fee allocable to the additional landscaping installed by Unit Owner to the Unit Owner. Any additional fees assessed to the Unit Owners under this clause, shall be deemed to be a lien on the Unit in much the same manner as other Common Expenses may be imposed under this Master Deed.

In any circumstance, Unit Owners are responsible for periodic watering (by hand only) of the foundation plantings and landscaping within the Limited Common Element at the rear of their Units. Such responsibilities shall include, winterization and general maintenance responsibilities. Unit Owners shall also be responsible for the replacement of all dead and dying plant material, including lawn, flowers, shrubs, and trees that are located within the Limited Common Element at the rear of their Units;

ii) Certain exterior lighting within a Limited Common Element, such as walkways or paths, or lighting that augments hardscape or landscape features within a Limited Common Element, provided it is consistent with guidelines issued by the Board. Any such lighting shall be hooded to shield glare from abutting Units. Operation and maintenance of any such lighting is the responsibility of the Unit Owner, who shall maintain such lighting in operable condition. The Condominium shall not be liable for any damages caused to such lighting (or the associated wiring therefore) by routine landscape maintenance or snow removal services.

iii) Hardscape amenities such as outdoor kitchens, retractable awnings, gas fireplaces and gas fire pits, gazebos, pergolas and similar outdoor features, provided that the following shall be prohibited in all instances: pools, tennis courts or other outdoor game courts, storage sheds, and swing sets;

iv) A single gas generator, with a maximum 22Kw capacity, with 200 amp output service (or similar), provided it i) is installed and permitted with a fixed gas line connection or ii) consists of a portable unit fueled by gasoline or natural gas. In all instances, generators must be operated in accordance with all applicable law and manufacturer standards, must be equipped with a code compliant master switch outlet located in the garage to prevent "back feeding" power to the utility, and

properly located and screened within the Limited Common Element at the rear of a Unit;

v) Privacy fences, extending from the rear of an Unit's exterior wall, within the Limited Common Element at the rear of a Unit, are permitted, subject to design review guidelines of the Condominium. Privacy fences shall provide access for landscaping and lawn maintenance (which shall continue to be performed by the Condominium).

Unit Owners who desire to erect/construct one or more of the improvements named in this subsection must submit a written request and plans to the Board of Trustees and receive written approval for construction. The Board may impose restrictions design, style, material, color and other conditions in its approval. All such improvements approved and constructed in such manner shall be considered a Limited Common Element appurtenant to the Unit, and shall be maintained as set forth herein, subject to the provisions of Section 5.C.(c) above. The grading of any areas surrounding a Unit may not be changed by a Unit Owner in any manner.

Subject to the provisions of this document regarding good workmanship, maintenance and repair, a Unit Owner may install the following without notice and written approval by the Board of Trustees: i) a storm door on any exterior door, provided that the storm door is an Anderson 2000 or 4000 Series door with clear glass and/or screens, the storm door frame is white and the storm door hardware matches the exterior door hardware, and ii) a Unit Owner may keep planters on porches, patios and decks, provided that, at the end of each growing season, Unit Owners shall remove dead plant material from their planters.

To the extent permitted by law, a DBS antenna, MDS antenna or transmission-only antenna may be erected within or attached to a Unit provided it is not greater than two (2) feet in diameter and prior approval of the Board of Trustees is obtained. No television broadcast antenna of any size or masts of any size attached to any of the above-listed antennas may be erected. Qualified antennas must be erected within a Unit or in an area of a Unit that is not visible from the street frontage or front yard area, unless such placement impedes reception in which event such antenna may be erected in another location on the Unit provided that it is screened by landscaping or other material where reasonable. Qualified antennas, once installed, must be maintained by the Unit Owner, and the Unit Owner shall bear all responsibility for any loss or damage resulting from installation and operation of the qualified antennas;

(e) No sign, banner, flag, billboard or advertisement of any kind, including, without limitation, informational signs, "for sale" or "for rent" signs and those of contractors and subcontractors, shall be erected on or in a Unit, without the prior written consent of the Board of Trustees. If permission is granted to any Unit Owner to erect a sign within the Unit, the Board of Trustees reserves the right to restrict the size, shape, color, lettering, height, material and location of the sign, or in the alternative, provide the Unit Owner with a sign to be used for such purposes. No sign shall be nailed or otherwise attached to trees. Unit Owners may not erect any sign on any of the Common Elements;

(f) The limitations on use and restrictions set forth in Sections 9 and 10 shall be for the benefit of the Unit Owners and the Board of Trustees as the persons in charge of the

Common Elements, shall be enforceable solely by said Board of Trustees, and shall, insofar as permitted by law, be perpetual; and to that end, such limitations on use and restrictions may be extended by said Board of Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. Said restrictions may be waived in specific cases by unanimous written approval of such Board of Trustees;

(g) Each Unit Owner shall maintain his Unit in a manner satisfactory to the Board of Trustees and in accordance with the Master Deed, Declaration of Trust and Rules and Regulation issued in connection therewith. Maintenance provisions hereof shall apply to those Limited Common Elements for which a Unit Owner may have exclusive use. In the event that a Unit is not so maintained, the Board of Trustees shall have the right to enter upon the Unit to maintain the same, after giving the Unit Owner at least fifteen (15) days prior written notice to cure any maintenance problems or deficiencies. In the event that the Board of Trustees exercises its right of entry for maintenance purposes, the Board of Trustees shall have the right to assess the particular Unit Owner for the cost of such maintenance. The Board of Trustees shall have the right to establish Rules and Regulations governing the maintenance of any Unit;

(h) No Unit shall be maintained at an ambient temperature of less than fifty degrees (50°) Fahrenheit during such time or times as is necessary to prevent the freezing of any and all pipes within the Unit or in the building in which the Unit is located. In addition every Unit shall be maintained at an ambient relative humidity between the range of 45° and 55°;

(i) In keeping with the operation of the Condominium, no Unit Owner shall cause or permit to exist in any portion of its Unit or the Condominium, any nuisance, offensive noise, odor or fumes, or any condition reasonably likely to prove hazardous to health or in violation of any requirements of applicable law or Rules and Regulations. Unit Owners may use electrical or mechanical exercise equipment or free weights within the basement area of a Unit, or within the ground floor of Units with slabs on grade, only. Notwithstanding the foregoing, each Unit Owner hereby agrees for itself, its successors and assigns, that no sale, sublease or use of all or any portion of any other Unit for the uses permitted herein (including without limitation, the uses specifically referenced in Section 9), shall, if undertaken in a customary or reasonable manner, constitute a nuisance or otherwise be deemed to adversely affect such Unit Owner's use and enjoyment of its Unit or the Common Elements;

(j) No legally immoral, improper, offensive, or other unlawful use shall be made of the Condominium, 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 Unit, shall be eliminated by and at the sole expense of the Owner of said Unit and those relating to the Common Elements shall be eliminated by the Board of Trustees, except as may be otherwise provided for herein;

(k) No portion of any Unit, or the Condominium generally, shall be used or maintained as a dumping ground for rubbish, trash, new or used lumber or wood, metal scrap, garbage or other waste, except that such material may be kept in a Unit or in areas of the Condominium designated for this purpose by the Declarant (in connection with its construction) or by the Board of Trustees, provided that these materials are kept in sanitary containers in a clean and sanitary condition;

(l) No use of the Common Elements shall be made except for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units, including the sales, marketing and promotional services contemplated by Declarant;

(m) No Unit Owner shall alter or perform or permit to be performed any work to any portion of the Common Elements, including the Limited Common Elements, without the prior consent of the Board of Trustees except in case of an emergency. All such work may only be performed by a person who shall deliver to the Board of Trustees prior to commencement of such work, in form satisfactory to the Board of Trustees:

i. releases of the Board of Trustees and the Condominium for all claims that such person may assert in connection with such work;

ii. indemnities of the Board of Trustees and the Condominium, holding each and all of them harmless from and against any claims asserted for loss or damage to persons or property, including, but not limited to, Common Elements;

iii. certificates of insurance, including liability and workmen's compensation coverage, in amounts and with companies reasonably acceptable to the Board of Trustees; and

iv. all other information and protections which the Board of Trustees may reasonably require.

(n) Nothing herein shall give the Board of Trustees authority to regulate, control or determine external design, appearance, use or location of portions of the Condominium under development, or to be developed in accordance with the phasing rights set forth herein, or Units under construction, or to be constructed, marketed or sold by the Declarant;

(o) No Unit Owner shall place or cause to be placed in or on any of the Common Elements, other than the storage area or other area to which such Unit Owner has exclusive rights, any furniture, packages, or objects of any kind. No public hall, corridor, vestibule, passageway or stairway shall be used for any purpose other than normal transit there through or such other purposes as the Board of Trustees may designate. Unit Owners may use gas grills that are positioned within Limited Common Element areas to the rear of a Unit and no closer than ten (10') feet from exterior siding. No gas grills shall be used or stored on the balconies, and no gas grills shall be stored in any driveways or in the front of any Unit. Charcoal grills are prohibited in all instances. Unit Owners may use external fireplaces and/or firepits fueled by gas within the Limited Common Element areas to the rear of a Unit, provided they are at all times kept a 10' minimum distance away from any structure, or such other distance as may be stipulated by the Building Code. The use of fireplaces and/or firepits fueled by materials other than gas are prohibited. Unit Owners who have grills, fireplaces and/or firepits shall maintain functioning fire extinguishers in close proximity to such devices, and Unit Owners are responsible for any damage caused by such devices;

(p) The Board of Trustees may further prohibit or restrict the use of the Common Elements from time to time, on a non-discriminatory basis, if and to the extent required for safety or other valid reasons;

(q) Driveways, streets and parking areas on the Condominium shall be used by Unit Owners, occupants and guests for fully operable, inspected and registered four (4) wheel passenger vehicles, two (2) wheel motorized bicycles and standard bicycles only. Driveways and garage spaces at each of the Units shall be defined as Limited Common Element for the Unit. No recreational vehicles, vans (other than non-commercial passenger vans), mobile homes, trailers, boats, snow plowing equipment of any kind, trucks (unless less than one (1) ton capacity) or vehicles with commercial lettering (unless commercial lettering is fully covered by a magnetic strip) shall be permitted to be parked on the Premises, except on a day-to-day temporary basis in connection with repairs, maintenance or construction work or if entirely enclosed in a Unit Owner's garage. Motor vehicles including, but not limited to, mini-bikes, snowmobiles and off-road motorcycles, may not be driven on the Premises by any Unit Owner, occupant or guest. No parking shall be allowed on any of the General Common Elements or Limited Common Elements of the Condominium, including roadways, except in those areas specifically identified for parking. Parking in the parking lot adjoining the Clubhouse shall be for temporary use while using the Clubhouse and recreational amenities and shall not be used as accessory spaces for any of the Units;

(r) No Unit, or other area to which a Unit Owner has exclusive rights, shall be maintained or used in such a manner as to detract from the value of the other Units or the Condominium as a whole;

(s) The ability to keep a pet is a privilege, not a right. Any pet which exhibits aggressive behavior (which shall be determined in the sole discretion of the Board of Trustees), which causes or creates an unreasonable disturbance or noise, or whose owner repeatedly fails or refuses to comply with these restrictions, will be permanently removed from the Condominium within ten (10) days of the date of written notice from the Board of Trustees following notice and a hearing. In no event shall any dog whose breed is noted for its viciousness or ill temper, in particular the American Staffordshire Terrier, known as "Pit Bull Terrier", or any cross-breed thereof, be permitted in the Condominium. A Unit Owner will have the burden of proving, at his or her own expense, that his or her dog is not an American Staffordshire Terrier, or a "Pit Bull Terrier", or any cross-breed thereof, if it is suspected to be such by the Condominium Trust. Unless otherwise prohibited above, Unit Owners may keep in their Units, without the approval of the Board of Trustees, up to two (2) dogs, cats, or other common household pet, provided that the number of such pets are not kept, bred, or maintained for any commercial purposes, and provided further that the owner of any pet promptly repairs any damage caused by the pet on the Premises. Unit Owners shall not keep any other type of animal, livestock, reptile or poultry of any kind, and any animal that is venomous, or has a poisonous defense or capture mechanism, or, if let loose, would constitute vermin, is prohibited. All animals shall be leashed (if outdoors) or kept within the Unit and shall not be permitted to roam free. The Board of Trustees may restrict the walking of pets to certain areas. Unit Owners who walk their pets on Common Elements must clean up after their pets. If, in the opinion of the Board of Trustees, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the Unit Owner, upon written notice, may be required to remove the pet from the Condominium. Pets may not be left unattended or

leashed in yards or garages or on porches or decks. Pursuant to Rules and Regulations, the Board may further regulate pets, including but not limited to number and type of pets. No dog houses shall be permitted; and

(t) Rental/Leasing:

i. Subject to the Age Restriction and Affordability Restriction, if applicable, a Unit Owner may lease or rent his Unit, subject, however, to the following conditions:

Any lease, or occupancy agreement, shall:

- (1) be in writing and apply to the entire Unit, and not merely a portion thereof;
- (2) be for a term of not less than twelve (12) months;
- (3) 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 the By-Laws and Rules and Regulations thereof, as the same may have been amended most recently prior to the execution of the lease, or occupancy agreement; and
- (4) contain the following notice, in capital letters, double-spaced: "THE APARTMENT UNIT BEING LEASED (RENTED) UNDER THIS LEASE (OCCUPANCY AGREEMENT) IS LOCATED IN A CONDOMINIUM - NOT A RENTAL APARTMENT HOUSE. THE CONDOMINIUM IS OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH UNIT (EXCEPT FOR CERTAIN UNITS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS). THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE CONDOMINIUM ARE (EXCEPT AS AFORESAID) THE OWNER 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, THE BY-LAWS AND RULES AND REGULATIONS THERETO, AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME, 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 BOARD OF TRUSTEES (WHO ARE ELECTED BY THE UNIT OWNERS) AND IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES, AND OTHER CHARGES, AND THAT THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE (OCCUPANCY AGREEMENT)."; and

ii. Any failure by the tenant to comply in all respects with the provisions of the Master Deed of the Condominium, the Declaration of Trust, the By-Laws and the Rules and Regulations, shall constitute a material default in the lease (occupancy agreement) and in the event of such default, the Board of Trustees shall have the following rights and remedies against both the Unit Owner and tenant in addition to all other rights and remedies which the Board of Trustees and 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 Board of Trustees and the Unit Owners (other than the Owner of the affected Unit) being deemed at all times to be cumulative and not exclusive:

- (1) The Board of 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 Board of Trustees, or by delivering said notice by hand, or by delivering said notice in any other manner permitted by law;
- (2) In addition, the Board of Trustees shall include in the written notice of default provided to the Unit Owner an additional notice of the dispute resolution procedures applicable to the Condominium as set forth in detail below;
- (3) The Board of 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 Board of Trustees shall be entitled to elect to pursue any of the foregoing remedies, either at the same time, or in the event of any further default;
- (4) All of the expenses of the Board of 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 owed by the Unit or Unit Owner;
- (5) The Unit Owner shall make reasonable efforts, at his expense and upon his initiative to inform rental agents of the provisions of this Section, and shall, at his own expense, and upon his own initiative furnish copies of the condominium documents to the tenant, and cause the lease or occupancy agreement to be prepared in conformity with the provisions of this Section;
- (6) Any renewal or extension of any lease or occupancy agreement shall be subject to the prior written approval of the Board of Trustees in each instance. Such approval shall not limit any rights or remedies of



the Board of Trustees or Unit Owners of the event of a subsequent default;

- (7) A true copy of the lease or occupancy agreement shall be delivered promptly to the Board of Trustees forthwith after its execution;
- (8) The provisions of this Section shall take precedence over any other Section in the lease or occupancy agreement;
- (9) Notwithstanding anything to the contrary herein, and notwithstanding any custom, law or usage to the contrary, it is expressly understood and agreed that neither the Board of Trustees, nor the Unit Owners, shall ever bear any personal or individual responsibility with respect to said lease or occupancy agreement; and
- (10) Every lease or occupancy agreement shall have attached thereto, and incorporated therein by reference, a copy of this Section.

iii. 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 or her mortgage, or holding title to a Unit by virtue of a mortgage foreclosure proceeding, or deed or other agreement in lieu of foreclosure.

B. Light, Air and View. No Unit Owner shall have an easement for light, air or view over the Unit of another Unit Owner and no diminution of light, air or view by any building or improvement now existing or hereafter erected shall entitle the Unit Owner or any other person to claim any easement for light, air or view within the Condominium.

C. Noise Disclaimer. Each Unit Owner, by acceptance of a deed to his or her Unit, acknowledges and agrees that sound transmission may be difficult to control, and that noises from adjoining or nearby Units or mechanical equipment, can often be heard in another Unit. The Declarant does not make, and specifically disclaims, any representation or warranty as to the level of sound transmission between and among the Units and other portions of the Condominium. By acceptance of a deed, each Unit Owner will be deemed to have expressly released Declarant from any loss, claim, liability or damage now or hereafter arising from or related to noise in an adjoining Unit.

D. Benefit of Restrictions; Enforcement. The foregoing restrictions on the permitted uses of said Units shall be for the benefit of all Unit Owners and shall be enforceable solely by the Board of Trustees. Said restrictions are intended to be perpetual, and to that end, may be extended by the Board of Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this Section 10, except such as occur during such Unit Owner's time of ownership.

E. Declarant Exemption. The provisions of this Section are intended to restrict certain uses that may be harmful or affect the ambience or aesthetic appeal of the Condominium to be constructed by Declarant. The restrictions are not intended to prohibit Declarant from performing such work as may be necessary in the completion of the work in the Condominium. The

restrictions of this Section shall therefore not be binding upon Declarant in the performance of any of the work required in order to complete construction, sale and marketing of the Condominium.

F. Construction Inconveniences. Each Unit Owner, by acceptance of a deed to his or her Unit, acknowledges and agrees that during a period of construction within the Condominium, if the construction of the Unit is completed prior to the completion of the construction of other Units in the Condominium, there may be certain inconveniences to the Unit Owner until all construction within the Condominium is complete. Inconveniences may include noise, dust, odors and debris associated with construction, interference with access and temporary interruptions of utility services. In acceptance of a deed to his or her Unit, each Unit Owner acknowledges and agrees that the Declarant shall have no liability or responsibility for any such inconvenience, and, in particular, no obligations to power wash or otherwise clean the exterior of any Unit or Common Element.

## **11. ALTERATIONS AND COMBINATION OF UNITS:**

Unit Owners shall have the right within their respective Units to make non-structural alterations, additions, improvements and other repairs, provided that any modification, removal, installation of non-bearing walls or other improvements shall be done in a good and workman-like manner, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Board of Trustees, and provided further that any alterations, additions, improvements and repairs having any effect on a Unit's structure or mechanical, electrical or plumbing systems (including, without limitation, life safety systems) must be approved in advance by the Board of Trustees.

No Unit may be subdivided hereunder.

Any Unit Owner(s) undertaking construction in its Unit or in connection with Limited Common Elements appurtenant to its Unit, whether in connection with the exercise of its rights under this Section 11 or otherwise, shall maintain such additional insurance in full force and effect throughout the construction period, as may be required by the Board of Trustees. Said Unit Owner(s) further agree that (i) all such construction shall be performed at the sole cost and expense of such Unit Owner(s), in a good and workmanlike manner and in accordance with all requirements of applicable law and the Rules and Regulations, and shall be compatible in quality with the original construction materials incorporated into the Condominium, (ii) no construction, reconstruction, or renovation shall be undertaken that will affect or endanger the structure of a Unit or the mechanical, electrical or plumbing systems of the Condominium, (iii) all construction activities shall conform to the Rules and Regulations concerning use of dumpsters and work hours, (iv) all construction activities shall be performed in such a manner as not to interfere unreasonably with any other Unit Owner's use or enjoyment of its Unit or the Common Elements; and (v) it will enter into a written agreement with the Condominium Trust containing terms and conditions established by the Board of Trustees governing such construction, including, without limitation, the right to require such Unit Owner to obtain lien payment and performance bonds. Any Unit Owner performing such work shall be responsible for any damage to other Units or any Common Elements caused by or attributable to such work.

Nothing in this Section, however, shall preclude or otherwise prohibit the Declarant from constructing, altering or otherwise modifying Units, buildings in which the Units are located, or other improvements, as the Declarant deems necessary in its sole discretion in order to complete