

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

## ARTICLE V BY-LAWS

The provisions of this Article V shall constitute the By-Laws of this Trust and the Organization of Unit Owners established hereby, to wit:

**5.1**     *Powers of Trustees:* The Trustees shall have the sole control and management of the Common Elements and the common funds and profits of the Condominium as those terms are defined in the Condominium Law and in the Master Deed establishing the Condominium. Their powers shall include those enumerated in Section 10 of the Condominium Law and such further powers as are necessary or appropriate to the proper management of the Condominium. Without limiting the foregoing general powers and in addition rather than in limitation of their common law and statutory powers, the Trustees shall have the following powers:

a.       Operating, caring for, keeping up, managing, leasing, and maintaining the Common Elements of the Condominium or any part thereof, including the ability to employ, appoint, and

remove agents, managers, employees, assistants and counsel as they may deem proper for the purchase, sale or management of the Condominium.

b. Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by them as a result of enforcement of the lien for common expenses, action under the Condominium Law, Sections 17 and 18, or otherwise.

c. Conducting litigation on behalf of the Unit Owners and being subject to suit as to any course of action involving the Common Elements or arising out of the enforcement of these By-Laws, any and all Rules and Regulations promulgated hereunder or restrictions in the Master Deed or Unit Deeds.

d. Determination and budgeting of the common expenses required for the affairs of the Condominium and this Trust, including, without limitation, the operation and maintenance of the Trust property.

e. Collecting the common charges (which for the purposes of these By-Laws shall mean such portion of the common expenses as are payable by the respective Unit Owners) from Unit Owners.

f. Employing and dismissing personnel necessary for the maintenance and operation of the Common Elements.

g. Opening and utilizing bank accounts on behalf of the Trust and designating the signatories required therefor.

h. Obtaining of insurance pursuant to the provisions of these By-Laws.

i. Making of repairs, additions, and improvements to or alterations of the Trust property and repairs to and restoration of the Trust property, in accordance with the other provisions of these By-Laws.

j. Incurring obligations and paying, compromising, or adjusting all obligations incurred and rights acquired in the administration of the Trust.

k. Adopting and amending rules and regulations covering the details of the operation and use of the Common Elements, the administration of the Condominium as contemplated by the Master Deed and this Trust, and in interpretation thereof.

l. Obtaining advice of counsel and relying thereon, and employing, appointing, and removing such other persons, agents, managers, officers, brokers, engineers, architects, employees, servants and assistants as they shall deem advisable, and defining their respective duties and fixing their pay and compensation.

m. Granting of permits, licenses, and easements and/or leases over, under, through, and/or to the Common Areas for utilities, roads and/or all other purposes reasonably necessary and/or beneficial, useful for, and/or to the proper maintenance and/or operation of the Condominium and/or the convenience and/or of the Unit Owners.

n. Altering the layout, location, nature, and/or use of any of the Common Elements, making installations therein, and moving and removing the same, subject, however, to a Unit Owner's rights to use any rights appurtenant to a Unit as specified in the Master Deed.

o. Enforcing obligations of the Unit Owners, including the levying of general and special assessments for common expenses and the providing of adequate remedies for failure to pay such assessments, levying reasonable fines against the Unit Owners for violations by the Unit Owners, or persons for whom a Unit Owner is responsible, of the Rules and Regulations or of the provisions of the Trust or the Master Deed, and in the case of persistent violations of the Rules and Regulations or of this Trust or the Master Deed by a Unit Owner, or persons for whom a Unit Owner is responsible, requiring such Unit Owner to post a bond to secure adherence thereto.

p. Investing and reinvesting the Trust property, or any part or parts thereof and from time to time and as often as they shall see fit to change investments, including power to invest in all types of securities and other property, of whatsoever nature and however denominated, all to such extent as to them shall seem proper, and without liability for loss, even though such property or such investment shall be of a character or in an amount not customarily considered proper for the investment of trust funds, or which does or may not produce income.

q. Selling and exchanging Trust Property or any interest therein for such consideration and upon such terms as they deem advisable.

r. Purchasing and otherwise acquiring any real or personal property.

s. Borrowing money and mortgaging or pledging all or any part of the Trust property and issuing bonds, notes, or other evidence of indebtedness.

t. Providing for payment by the Trust of real estate taxes becoming due and payable after the date of recording of the Master Deed which are assessed upon all of the Land and/or improvements included within the Condominium, instead of upon individual Units, and levying an equitable assessment of said tax payments among the individual Unit Owners.

u. Incurring such liabilities, obligations, and expenses, and to pay from the principal or the income of the Trust Property in their hands all such sums, as they shall deem necessary or proper, for the furtherance of the purposes of the Trust.

v. Determining as to all sums of money and other things of value received by them, whether and to what extent the same shall be deemed to be and shall be accounted for as principal or as income, and as to all charges or expenses paid by them, whether and to what extent the same shall

be charged against principal or against income, including, without hereby limiting the generality of the foregoing power, to apportion any receipt or expense between principal and income, and power to determine what portion, if any, of the actual income received upon any asset purchased or acquired at a premium or any wasting investment shall be added to principal to prevent a diminution thereof upon the maturity or exhaustion of such asset or investment.

w. Entering into and having such access to Units and Limited Common Elements reserved to Units in the Condominium as shall be reasonably necessary to the performance and exercise of the duties, obligations, rights and powers of the Trustees hereunder.

x. Executing any and all instruments incidental or necessary to carry out any of the foregoing powers.

y. Enter into professional management contracts for the management of the Common Elements or execute any agreement or arrangement which the Trustees in their discretion deem necessary and convenient for the management of the Common Elements in conjunction with other condominiums pursuant to which agreements the Trustees may delegate their powers and duties; and

z. Generally, in all matters not herein otherwise specified, controlling, managing and disposing of the Trust Property and controlling and managing the Trust property as if the Trustees were the absolute owners thereof and doing any and all acts, including the execution of any instruments which by their performance thereof shall be shown to be in their judgment for the best interest of the Unit Owners.

## ***5.2 Maintenance and Repair of Units:***

**5.2.1** Each Unit Owner shall be responsible for the proper maintenance and repair of his Unit and the maintenance, repair, and replacement of utility fixtures and utility services therein or elsewhere solely serving the same, together with Limited Common Elements serving said Unit, all as more particularly set forth in the Master Deed. Each Unit Owner shall be responsible for all damages to any and all Units caused by his failure to satisfy his maintenance, repair, and/or replacement obligations hereunder.

**5.2.2** If the Trustees shall, at any time in their reasonable judgment, determine that a Unit is in such need of maintenance or repair that the market value of one or more of the other Units is being adversely affected, or that the condition of a Unit or any fixtures, furnishings, facilities, or equipment therein is hazardous to any Unit or the occupants thereof, or adversely impacts the Common Elements and/or common expenses, the Trustees shall in writing request the Unit Owner of such Unit to perform the needed maintenance, repair, or replacement or to correct the hazardous condition, and in case such work shall not have been commenced within fifteen (15) days (or such reasonably shorter period in case of emergency as the Trustees shall determine) of such request and thereafter diligently brought to completion, the Trustees shall be entitled to have the work performed for the account of such Owner whose Unit is in need of work and to enter upon and have access to such Unit for such purpose; and the cost of such work as is reasonably necessary therefor shall

constitute a lien upon such Unit and the Unit Owner thereof shall be personally liable therefor.

**5.3 *Maintenance, Repair, and Replacement of Common Elements and Assessments of Common Expenses:*** The Trustees shall be responsible for the proper maintenance, repair, and replacement of the Common Elements of the Condominium as detailed in the Master Deed (See Section 5.6 for specific provisions dealing with repairs and replacements necessitated because of casualty loss) and any two (2) Trustees, or any others who may be so designated by the Trustees, may approve payment of vouchers for such work. The expenses of all maintenance, repair, and replacement shall be assessed to the Unit Owners as common expenses of the Condominium at such times and in such amounts as provided in Section 5.4 herein, provided however, that if the maintenance, repair, or replacement of the Common Elements is necessitated by the negligence or misuse of a Unit Owner, either directly or by virtue of his failure to properly maintain, repair, or make necessary replacements in his Unit, the expenses of such maintenance, repair, and/or replacement, to the extent not covered by the casualty insurance provided for herein, may be assessed to the particular Unit Owner by the Trustees and the particular Unit Owner shall be personally liable therefor.

**5.4 *Common Expenses, Profits, Funds:***

**5.4.1** The Unit Owners shall be liable for common expenses and entitled to common profits and funds ("Common Profits and Funds") of the Condominium in proportion to their respective percentages of Common Expenses and Common Profits and Funds as set forth in Article IV hereof. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees shall, to such extent as they deem advisable, set aside common funds of the Condominium as reserve or contingent funds, and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or subject to the provisions of Section 5.6 hereof, for repair, rebuilding, or restoration of the Trust property or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.

**5.4.2** At least thirty (30) days prior to the commencement of each fiscal year of this Trust (and within thirty (30) days after the execution hereof with respect to the portion of a fiscal year then remaining), the Trustees shall estimate the common expenses expected to be incurred during such fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessments. Assessments shall be made according to the respective percentages of undivided beneficial interests in Common Expenses hereunder, all as more fully set forth in the Master Deed. Assessment statements shall, unless otherwise provided herein, be due and payable within thirty (30) days after the same are rendered. In the event that the Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, they shall make a supplemental assessment or assessments and render statements therefor in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The Trustees may in their discretion provide for payments or statements in monthly or other installments. The amount of such payment together with interest and/or a late charge, at such rates and in such amounts as is determined from time to time by the Trustees, and all attorney's fees and

costs incurred in collecting the same, shall constitute a lien on the Unit of the Unit Owner so assessed, pursuant to the provisions of Section 6 of the Condominium Law and for which the Unit Owner shall be personally liable. The Trustees shall determine, in addition, the working capital requirements of the Condominium Trust (the "Working Capital Fund") and, from time to time, may establish and set aside as a common charge such amount or amounts as they may deem necessary and/or advisable to establish and maintain adequate capital replacement reserves (the "Replacement Reserve Fund").

In addition to the foregoing, the Trustees shall collect from each Unit Owner at settlement a contribution fee equal to two (2) months of the then applicable monthly Common Area fee per Unit or such other amount as may be determined by the Trustees from time to time (the "Closing Contribution Fee"). The Closing Contribution Fee shall be collected at the initial sale of each Unit and upon subsequent resales. The Closing Contribution Fee shall be allocated as the Condominium Trust deems appropriate, including but not limited to allocations to the Working Capital Fund and the Reserve Replacement Fund, and otherwise shall be used by the Trustees for such purposes deemed appropriate or desirable in accordance with this Declaration. The Closing Contribution Fee shall not be considered as an advance payment of regular assessments or directly applicable to any budgetary shortfall.

The Trustees shall expend Common Profits and Funds only for common expenses and lawful purposes permitted hereby and the provisions of the Condominium Law.

**5.4.3** Further, to the extent that it may be permitted by the Condominium Law and the Federal National Mortgage Association and/or the Federal Home Loan Mortgage Corporation, the Declarant shall not be responsible for payment of monthly charges, contributions to the Working Capital Fund, the Replacement Reserve Fund or other fees or assessments against undeclared Units.

**5.4.4** In the event a budget deficit is incurred, or there is a deficit in the Working Capital Fund, or the Replacement Reserve Fund, the Condominium Trust may levy a special assessment to meet any such deficit. In the alternative, the Declarant may advance funds to the Condominium Trust sufficient to satisfy the deficit, if any, between the actual expenses of the Condominium Trust and the sum of the annual assessments collected by the Condominium Trust in any fiscal year, and such advances shall be evidenced by promissory notes from the Condominium Trust in favor of the Declarant which shall be payable as the Condominium Trust's cash flow permits.

**5.4.5** The Declarant may not use Common Profits and Funds to defray any of its expenses or construction costs. All Common Profits and Funds on account with the Declarant not otherwise set off against expenses of the Condominium Trust, as provided herein, shall be transferred to the Condominium Trust for deposit to a segregated fund when control of the Condominium Trust is transferred to the Unit Owners.

## **5.5 Insurance:**

**5.5.1** The Trustees shall obtain and maintain, to the extent available, master policies of



casualty and physical damage insurance for the benefit and protection of the Trustees and all of the Unit Owners, and with loss proceeds payable to the Trustees hereunder, or one or more of the Trustees hereunder designated by them to be Insurance Trustees for all the Unit Owners collectively of the Condominium and their respective mortgagees, as their interests may appear, pursuant to such Condominium form insurance as may from time to time be customarily used in Massachusetts, such insurance to cover the building and all other insurable improvements forming part of the Common Elements, including service machinery, apparatus, equipment, and installations associated with the Common Elements, and including also all such portions and elements of the Units as the Unit Owners are responsible for under Section 5.2.1, but not including: (a) the furniture, furnishings, or other personal property of the Unit Owners; or (b) improvements within a Unit made by the Owners thereof subsequent to the first sale of such Unit by the Declarant, unless such improvement has been made with the written consent of the Trustees pursuant to which such Unit Owner agrees to pay any additional insurance premiums resulting therefrom. If such agreement is not made, insuring such improvements shall be the separate responsibility of the Unit Owner. Such insurance shall, insofar as practicable, be maintained in an amount equal to at least one hundred (100%) percent of the replacement value of the insured property for insurance purposes as determined by the Trustees (who shall review such value at least annually), and shall insure against: (a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement; and (b) such other hazards or risks as the Trustees from time to time in their discretion shall deem appropriate, including, but not limited to vandalism, malicious mischief, windstorm and water damage, and boiler and machinery explosion or damage. Such insurance may have a deductible amount to be determined from time to time by the Trustees and shall have an agreed amount endorsement or its equivalent, if applicable, or an inflation guard endorsement. The Trustees shall establish notice and claim procedures from time to time, which procedures shall be incorporated into the Rules and Regulations of the Condominium. Unit Owners shall be responsible for following such procedures in the event of a casualty or liability event.

**5.5.2** Each Unit Owner shall notify the Trustees in writing of all improvements to his or her Unit (except personal property other than fixtures) which exceed a total value of Ten Thousand Dollars (\$10,000.00) within twenty (20) days after the commencement of construction or installation of such improvement, and upon receipt of such notice, the Trustee(s) shall notify the insurer under any casualty policy obtained pursuant to this Section of such improvements and shall, if necessary, purchase additional casualty insurance in such amounts as may be required under this Section. Any premium increase caused by insuring such improvements may be assessed to the Owner of the improved Unit as a Common Expense attributable to such Unit. No Unit Owner shall be entitled to receive insurance proceeds for repair, replacement or restoration of any such improvement not so reported to the Trustee(s), unless otherwise consented to by the Trustees.

**5.5.3** All policies of casualty or physical damage insurance shall, insofar as practicable, provide: (a) that such policies may not be cancelled, terminated, or substantially modified as to amount of coverage or risks covered without at least thirty (30) days' written notice to the insured and first mortgagees; (b) for waiver of subrogation as to any claims (except claims involving arson or fraud) against the Trust, the Trustees, the manager, agents, employees, the Unit Owners and their respective employees, agents, and guests; (c) for waivers of any defense based upon the conduct of

any insured; and (d) in substance and effect that the insured shall not be entitled to contribution as against any casualty or property insurance which may be purchased separately by Unit Owners and first mortgagees, holders, insurers, or guarantors of said mortgages.

**5.5.4** The Trustee or Trustees hereunder designated as the Insurance Trustee(s) as aforesaid, shall collect and receive all casualty loss insurance proceeds and shall hold, use, apply, and disburse the same in accordance with applicable provisions of Section 5.6 of this Article V. With respect to losses covered by such insurance which affects portions or elements of a Unit, or more than one Unit to substantially the same or to different extents, the proceeds relating thereto shall be used, applied, and disbursed by the Trustees in a fair and equitable manner.

**5.5.5** The Trustees shall also obtain and maintain, to the extent available, master policies of insurance with respect to the Common Elements, for the benefit of the Trustees and all Unit Owners, for: (a) comprehensive public liability, including personal injury coverage which shall cover claims of any Unit Owner in an amount of not less than One Million (\$1,000,000.00) Dollars; (b) workmen's compensation and employees' liability with respect to any manager, agent, or employee of the Trust, but excluding any independent agent or manager who shall furnish to the Trustees a Certificate of Insurance if such liability is uninsured against, it being agreed that the Trustees may waive such requirement in any particular instance, at their discretion; and (c) such other risks as the Trustees in their discretion deem it appropriate to insure. All such insurance shall be in amounts and forms as the Trustees in their discretion deem appropriate, and shall, insofar as practicable, contain provisions as above set forth with respect to non-cancellation, waiver or subrogation, waiver of defense based on conduct of any insured, and non-contribution.

**5.5.6** The cost of insurance obtained and maintained by the Trustees pursuant to all provisions of this Section 5.5 shall be assessed to the Unit Owners as a common expense. However, to the extent the Trustees may purchase insurance for individual Buildings sufficient in the opinion of the Trustees to provide insurance coverage for the individual Buildings and the Condominium subject to the requirements of this Paragraph 5.5, the cost of such insurance may be assessed to the Unit Owners having Units within any such Building and that cost shall be borne as an expense of those Unit Owners only. In the event that any Unit Owner does anything in the Condominium which causes an increase in the rate of insurance for the Condominium, as a result of (a) an act of gross negligence, (b) his willful default, or (c) having done anything requiring the Trustees' consent without having obtained the Trustees' consent, the Trustees may, in their discretion, assess the amount of such increase directly to such Unit Owner as a common charge against such Unit. In addition, any property damage to an individual Unit covered under the Condominium's master policy, but less than the deductible under such insurance, shall be the sole responsibility of the Unit Owner. For any property damage in excess of the master policy deductible, Unit Owners shall be responsible for the pro-rata share of such deductible.

**5.5.7** Each Unit Owner shall obtain public liability insurance in an amount of not less than Five Hundred Thousand (\$500,000.00) Dollars covering claims arising out of incidents occurring within any areas as to which he has an exclusive easement and as a result of his special rights to use the same, in such forms as shall be determined in his reasonable discretion.

Unit Owners shall carry insurance for their own benefit insuring any wall, ceiling or floor decorations or coverings, drapes, furniture, furnishings, fixtures, equipment and other personal property not covered by the insurance maintained by the Trustees, particularly any deductible to the extent insurance maintained by the Trustees does apply, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carrier issuing insurance obtained by the Trustees shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. The Unit Owner specific property coverage protection shall be in amounts which are customary and reasonable for residential dwelling units in the Greater Boston Metropolitan area.

Unit Owners shall provide to the Trustees on an annual basis Certificates of Insurance or such other comparable evidence to indicate that the proper forms of insurance are in place.

Each Unit Owner and/or his mortgagee may obtain such additional insurance at his or its own expense provided that all such insurance shall, to the extent obtainable, contain provisions similar to those contained in the Trust's master policy as hereinabove set forth in Section 5.5. If the proceeds from the master policies on account of any casualty loss shall be reduced due to proration with insurance individually purchased by a Unit Owner, the Unit Owner shall assign to the Trustees such portion of the proceeds of his individual insurance as equals the amount of the reduction, which portion shall be distributed as above provided.

**5.5.8 FHLMC/FNMA Insurance Requirements.** If FHLMC or FNMA holds any interest in one or more mortgages on Units, the Trustees shall obtain and maintain, to the extent maintainable, such other insurance as may be required from time to time by whichever of FHLMC or FNMA (or both) holds such interest, including without limitation, fidelity coverage against dishonest acts on the part of Trustee(s), managers, employees or volunteers responsible for handling the Trust funds and public liability insurance, which policies shall be in such amounts and contain such terms as may be required from time to time by whichever of FHLMC or FNMA (or both) holds such interest. In addition, if FHLMC or FNMA holds any interest in one or more mortgages on units, then whenever any Unit and/or the Common Elements are damaged by fire or other hazard, the Trustees shall give notice of such damage to such persons as may be required by whichever of FHLMC or FNMA (or both) holds such interest.

**5.5.9 Declarant's Master Insurance Program.** Notwithstanding anything to the contrary contained herein, for so long as the Declarant controls the Board of Trustees, the Declarant reserves the right to include the insurance obligations of the Condominium Trust within a master insurance program controlled by the Declarant and upon doing so, the insurance obligations provided for under this Declaration shall be deemed satisfied.

## **5.6 *Rebuilding, Restoration, and Improvements:***

**5.6.1** In the event of any casualty loss to the Common Elements, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten (10%) percent of the

value of the Trust property immediately prior to the casualty, and shall notify all Unit Owners of such determination. If such loss as so determined does not exceed ten (10%) percent of such value, the Trustees shall proceed with the necessary repairs, rebuilding, or restoration in the manner provided in Paragraph (a) of Section 17 of the Condominium Law. If such loss as so determined exceeds ten (10%) percent of such value, the Trustees shall forthwith submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) by the Unit Owners authorizing the Trustees to proceed with any necessary repair, rebuilding, or restoration; and (b) a copy of the provisions of said Section 17; and the Trustees shall thereafter proceed in accordance with, and take such further actions as they may in their discretion deem advisable in order to comply with the provisions of Paragraph (b) of said Section 17.

**5.6.2** Notwithstanding anything contained in Paragraph 5.6.1, (a) in the event that a Unit Owner disagrees with respect to the value of the Trust property, or any Unit or Units, or as to any other determination or other action proposed to be taken or not taken by the Trustees, and such dispute is not resolved within thirty (30) days after notice by one Unit Owner to the Trustees, then any of the Trustees or any Unit Owner may submit the matter to mediation in accordance with the dispute resolution procedures set forth in the Master Deed; and (b) the Trustees shall not in any event be obliged to proceed with any repair, rebuilding, or restoration, or any improvement, unless and until they have received funds in an amount equal to the estimate of the Trustees of all costs thereof. To the extent that the insurance proceeds are insufficient to effect the necessary repairs, such proceeds shall be apportioned based upon the relative losses to the Common Elements and the Units and the deficiency paid from common funds or by the relevant Unit Owner(s) as applicable.

**5.6.3** If and when any Unit Owner shall propose to make an improvement to or affecting the Common Elements of the Condominium, at such Unit Owner's own expense, and the Trustees determine in their reasonable discretion that such improvement would be consistent with the provisions and intent of the Master Deed, the Trustees may, but shall not be obligated to, authorize such improvement to be made at the sole expense of the Unit Owner proposing the same subject to the provisions of Section 18 of the Condominium Law, without the consent or approval of the other Unit Owners, subject to such contractual undertakings of the Unit Owner proposing such improvement as the Trustees in their discretion may deem to be necessary or desirable in the circumstances.

**5.7 Rules, Regulations, Restrictions, and Requirements:** The Trustees may, at any time and from time to time, adopt, amend, and rescind (without the consent of the Unit Owners) administrative rules and regulations governing the details of the operation and use of the Common Elements, and such restrictions and requirements of the Common Elements as are consistent with the provisions of the Master Deed and are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and the Common Elements.

**5.8 Meetings:**

**5.8.1** The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and shall elect a President, Treasurer, and Secretary. Other meetings may be called by the

President and in such other manner as the Trustees may establish, provided however, that written notice of such meeting stating the place, day, and hour thereof shall be given to the Trustees at least seven (7) days before such meeting.

**5.8.2** There shall be an annual meeting of the Unit Owners on or before July 1<sup>st</sup> of each year. The meeting shall be held at a time specified by the Trustees, at the Condominium or at such other reasonable place and time as may be designated by the Trustees by written notice given to the Unit Owners at least seven (7) days prior to the date so designated. Special meetings of the Unit Owners may be called at any time by the Trustees and shall be called by them upon the written request of Unit Owners holding at least fifty-one (51%) percent of the voting interest in the Condominium. Written notice of any such meeting, designating the place, date, and hour thereof shall be given by the Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated. Unit Owners, represented in person or by proxy, entitled to not less than fifty-one (51%) percent of the voting interest in the Condominium shall constitute a quorum at all meetings. Unless otherwise provided herein, any matter put before the Unit Owners for a vote shall pass by an affirmative vote of fifty-one (51%) percent of the voting interest in the Condominium. At the annual meeting of Unit Owners, the Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Trustees propose to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter.

**5.9** *Notices to the Unit Owners:* Every notice to any Unit Owner required or permitted under the provisions hereof or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more Trustees to such Unit Owner by leaving such notice at said Unit Owner's Unit or by sending such notice by regular mail, addressed to such Unit Owner at his address as it appears upon the records of the Trustees, at least five (5) days prior to the date fixed for which such notice is given, or at such earlier time as may be specified herein for such notice.

**5.10** *Inspection of Books, Reports to Unit Owners:* Books, accounts, and records of the Trustees shall be open to inspection by any one or more of the Unit Owners and Trustees, and the Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trustees for such year which shall include financial statements in such summary form and in such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by certified or registered mail within a period of fifteen (15) days of the date of receipt by him shall be deemed to have assented thereto.

**5.11** *Checks, Notes, Drafts, and Other Instruments:* Checks, notes, drafts, and other instruments for the payment of money drawn or endorsed in the name or names of the Trustees or of the Trust may be signed by any two (2) Trustees, or by any person or persons to whom such power may at any time or from time to time be delegated by not less than a majority of the Trustees.

**5.12** *Seal:* The Trustee may adopt a seal, circular in form, bearing an inscription of the name of the

Condominium, but such seal may be altered by the Trustees at pleasure, and the Trustees may, at any time and from time to time, at their option, adopt a common or wafer seal which shall be valid for all purposes.

**5.13 *Fiscal Year:*** The fiscal year of the Trust shall be the year ending with the last day of December or such other date as the Trustees may determine.

**5.14 *Removal from Condominium Law:*** Until such time as the Declarant has no beneficial interest hereunder, including but not limited to the right to phase in additional Units to the Condominium as provided in the Master Deed, Unit Owners holding seventy-five (75%) percent of the voting interest of the Condominium shall be required to approve the removal of the Condominium described herein from the provisions of the Condominium Law, and thereafter, the provisions of Section 19 of said Law shall apply; provided however, if the Declarant approves such removal, the approval of Unit Owners holding at least seventy-five (75%) percent of the voting interest, in the aggregate, shall be required for such removal.

**5.15 *Total or Partial Condemnation, Loss or Destruction; Termination of Project:*** The Condominium Trust shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlement, and agreements with the condemning authority for acquisition of the common areas, or parts thereof. Each Unit Owner appoints the Condominium Trust as attorney-in-fact for such purposes.

**5.15.1** In the event of a taking or acquisition of part or all of the common areas by a condemning authority, the award of the proceeds of settlement shall be payable to the Condominium Trust, or to mortgagees of the Condominium Trust, as their interests may appear.

**5.16 *Rules and Regulations.*** In addition to such restrictions as may exist as a matter of law or which are specified in the Master Deed, the Trustees may adopt the Rules and Regulations governing the details of the operation and use of the Common Elements and of Units, and containing such restrictions on and requirements respecting the use and maintenance of the Common Elements and of Units as are consistent with the provisions of the Master Deed, and designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the Common Elements. By vote of a majority in number of the Trustees, the Trustees may at any time and from time to time amend, modify and rescind the Rules and Regulations, and may in a particular case waive the application of a Rule or Regulation.