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THE GABLES CONDOMINIUM TRUST
DECLARATION OF TRUST

DECLARATION OF TRUST made this 18th day of December, 2007 at Lenox, Berkshire County, Massachusetts by Francis Newton and Mary Newton of Lenox, Massachusetts:

I. NAME

The Trust hereby created shall be known as THE GABLES CONDOMINIUM TRUST, and all activities carried on by the Trustees hereunder shall, insofar as legal, practical and convenient, be conducted under said name and style.

II. PURPOSES

- A. All of the rights and powers in and with respect to the Common Areas and Facilities of the Condominium established by Master Deed of even date and recorded herewith, which are by virtue of the provisions of Massachusetts General Laws, Chapter 183A, conferred upon or exercisable by the organization of Unit Owners of the Condominium, and all property conveyed to the Trustees hereunder shall vest in the Trustees as joint tenants with rights of survivorship as Trustees, to exercise, manage, administer and dispose of the said property and to receive the income thereof for the benefit of Unit Owners of record from time to time of the Units of the Condominium (the "Unit Owners") according to the beneficial interest set forth in the Master Deed and in accordance with the provisions of Section 10 of Chapter 183A for the purposes therein set forth.
- B. It is hereby expressly declared that a trust and not a partnership has been created, and that the Unit Owners are beneficiaries, not partners or associates nor in any other relation whatever among themselves with respect to the Trust property, and that they hold no relation to the Trustees other than that of beneficiaries, with only such rights as are conferred upon them as such beneficiaries hereunder and under and pursuant to the provisions of Chapter 183A.

III. TRUSTEES

- A. Initial Board. The Initial Board shall consist of the Declarants herein, to wit Francis G. Newton and Mary Newton, or their successors in interest. The term of this Initial Board shall end three months after three (3) units have been conveyed to unit purchasers. The Unit Owners shall have no power or right to remove this Initial Board, or to appoint any additional or successor Trustees, until the expiration of the term of the Initial Board. During the term of the Initial Board, they shall be entitled to designate, remove and re-designate the Trustees and no Trustee designated by them need be a Unit Owner; and any vacancy in the office of a Trustee, however caused, shall be filled only by the designation of a majority of the Initial Board. The Declarants' rights under this shall inure to the benefit of any successor to the Declarants' interest in the Condominium.

- B. Number of Trustees. After the term of the Initial Board, there shall be at all times an odd number of Trustees consisting of not less than three (3) nor more than five (5), as shall be determined from time to time by vote of the Unit Owners entitled to not less than fifty-one percent (51%) of the beneficial interest hereunder.
- C. Term of Office. After the term of the Initial Board, the terms of office of the duly elected Trustees shall be three (3) years, commencing at the meeting of the Unit Owners at which the Trustee was appointed and ending at the meeting at which such Trustee's successor is due to be appointed.
- D. Staggered terms. The terms of office of Trustees elected after the Initial Board shall be staggered so that the term of one of the Trustees expires each year. In order to establish and maintain the staggering of terms, the terms of the persons first appointed as trustees after the expiration of the terms of office of the Initial Trustees shall be one (1) year, two (2) years and (3) years, respectively, determined by lot. The term of any Trustee appointed to fill a vacancy in an unexpired term shall end when his or her predecessor's term would, but for the vacancy, have ended.
- E. Powers Upon Expiration of Term. When a Trustee's term expires, that Trustee shall continue to exercise and discharge all of the rights and powers of a Trustee until the instrument of the successor's appointment and acceptance is recorded with the Registry of Deeds.
- F. Vacancies. After the expiration of the term of the Initial Board, if and when the number of Trustees shall be less than three (3), a vacancy or vacancies shall be deemed to exist. Each vacancy may be filled at any time by a written instrument setting forth:
1. The appointment of a natural person to act as Trustee, signed by:
 - a. Unit Owners entitled to not less than fifty-one percent (51%) of the beneficial interest hereunder, or
 - b. The remaining Trustees, acknowledged by one of the signatories, if the Unit Owners have not made such appointment within thirty (30) days of the occurrence of such vacancy.
 2. The acceptance of such appointment, signed and acknowledged in proper form for recording by the person so appointed.
 3. Such appointment shall become effective upon the recording with the Berkshire Middle District Registry of Deeds of a certificate of appointment, and said person shall become Trustee and be vested with the title to trust property without the necessity of any act of transfer or conveyance.
- G. Extended Vacancy. If for any reason, any such vacancy in the office of Trustee shall continue for more than sixty (60) days, any Unit Owner may apply to a court of competent jurisdiction to fill such vacancy, with proper notice to the other Unit Owners, the Trustees, and other parties in interest.
- H. Continuing Powers of Trustees. Despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining Trustees shall continue to exercise and discharge all of the powers and duties hereby conferred or imposed on the trustees.
- I. Resignation. Any Trustee may resign at any time by instrument in writing, signed and acknowledged in proper form for recording, and such resignation shall take effect upon the recording of such document with the Berkshire Middle District Registry of Deeds.

- J. Removal. After reasonable notice and opportunity to be heard pursuant to the Bylaws hereof, a Trustee, except a member of the Initial Board, may be removed from office with or without cause, by an instrument in writing signed by vote of Unit Owners entitled to not less than fifty-one percent (51%) of the beneficial interest hereunder, such instrument to take effect upon the recording thereof with the Berkshire Middle District Registry of Deeds. The Initial Board may remove, with or without cause, any Trustee which they are entitled to designate and appoint a successor.
- K. Trustee Action. In any matter relating to the administration of the trust hereunder and the exercise of the powers hereby conferred, the Trustees shall act by majority vote of Trustees present or represented by valid proxy, at any duly called meeting at which a quorum, which shall consist of a majority of the Trustees then in office is present. The Trustees may act without a meeting in any case by unanimous written consent and in cases requiring, in the sole judgment of a majority of the Trustees, response to an emergency, by majority consent telephonic or electronic consent.
- L. Bond or Surety. No Trustee, whether an original or successor Trustee, shall be required to provide security for the performance of any of his or her duties hereunder. However, Unit Owners entitled to a majority of the beneficial interest of this Trust may at any time by instrument in writing signed by them and delivered to the Trustee or Trustees affected require that any one or more of the Trustees shall give bond in such amount and with such sureties as shall be specified in such instrument. All expenses incident to any such bond shall be charged as a common expense of the Condominium.
- M. Compensation of Trustees.
1. The Trustees shall receive no compensation for their services as Trustee. However, with the prior written approval of the other Trustees, and upon presentation of proper vouchers, each Trustee may be reimbursed for actual expenses paid or incurred pursuant to duties as a Trustee, and such reimbursement shall be a Common Expense of the Condominium.
 2. With the prior written approval of the other Trustees, each Trustee may receive reasonable remuneration for extraordinary or unusual services, legal or otherwise rendered by him or her in connection with the trust hereof, and such remuneration shall be a common expense of the Condominium.
 3. No Personal Liability. No Trustee shall in any event be held liable or accountable out of his personal assets or be deprived of compensation by reason of any action taken, suffered or omitted in good faith or be so liable, accountable or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of the existence of any personal or adverse interest or by reason of negligence or any other reason except his own personal and willful dishonesty, malfeasance and defaults or gross negligence.
 4. Conflict of Interest. No Trustee shall be disqualified by his office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his interest individually or the Trustees' interest or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contract or dealing or because of any other reason) as vendor, purchaser or otherwise, nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which any Trustee shall be interested in any way be avoided, nor shall any Trustee so dealing or contracting or being so interested be liable to account for any

profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relation hereby established, provided the Trustee shall act in good faith and shall disclose the nature of his interest before entering into the dealing, contract or arrangement.

5. Indemnity of Trustees. Each Trustee shall be entitled to indemnity both out of the Trust property and by the Unit Owners against any liability incurred by them or any of them in the execution hereof and performance of their obligations hereunder, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines; and, acting by majority, the Trustees may purchase such insurance against such liability as they shall determine is reasonable and necessary, the cost of such insurance to be a common expense of the Condominium. Each Unit Owner shall be personally liable for all sums lawfully assessed for his share of the common expenses of the Condominium and for his proportionate share of any claims involving the Trust property in excess thereof, all as provided in Sections 6 and 13 of Chapter 183A. Nothing in this paragraph shall be deemed to limit in any respect the powers granted to the Trustees in this Declaration of Trust.

IV. BENEFICIARIES

- A. The Beneficiaries and Their Beneficial Interest. The beneficiaries of this Trust shall be the Unit Owners of THE GABLES CONDOMINIUM from time to time. The beneficial interest in this Trust shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium stated in the Master Deed of the Condominium as it may be amended from time to time.
- B. Vote by Unit. The beneficial interest of each Unit of the Condominium shall be held and exercised as a Unit and shall not be divided among the several owners of any such Unit. To that end, whenever any Unit is owned of record by more than one person, the several owners of such Unit shall
 1. Determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit under this Trust; and
 2. Notify the Trustees of such designation by a notice in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may, by notice to both or all record owners of a Unit, designate anyone of such owners for such purposes.
- C. Proxies. All rights of a Unit Owner under this Trust may be exercised by written proxy. The Trustees shall make any necessary determinations in their sole discretion as to the validity of proxies.

V. BY-LAWS

The Bylaws of this Trust and the organization of Unit Owners are established hereby and contained in Exhibit A, attached hereto and incorporated herein. They shall be applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used therein shall include the land, the buildings and all other improvements thereon including the units and Common Areas and Facilities, owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended

for use in connection therewith, all of which are intended to be submitted to the provisions of Chapter 183A.

VI. RIGHTS AND OBLIGATIONS OF THIRD PARTIES

- A. Reliance on Identity of Trustees. No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear on record in the Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees under this Trust, or be affected by any notice, implied, constructive or actual, otherwise than by a certificate thereof signed by one or more of the persons appearing of record in the Registry of Deeds as Trustees, and such record or certificate shall be conclusive evidence of the personnel of the Trustees and of any changes therein. The receipts of the Trustees, or anyone or more of them, for moneys or things paid or delivered to them or him/her shall be effectual discharges therefrom to the persons paying or delivering the same and no person from whom the Trustees, or anyone or more of them, shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was Trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees, and any instrument of appointment of a new Trustee or resignation or removal of an old Trustee purporting to be executed by the Trustees, Unit Owners or other persons required by this Trust to execute the same, shall be conclusive in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation, removal or appointment or the occasion thereof.
- B. No Personal Liability. No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceedings, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees shall look only to the Trust property for any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners or the indemnity of the Trustees under provisions of this Trust or under provisions of Chapter 183A.
- C. All Obligations Subject to This Trust. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions of this Trust, whether or not express reference shall have been made to this instrument.
- D. Further Matters of Reliance. This Declaration of Trust and any amendments to this Trust and any certificate required by the terms of this Trust to be recorded and any other certificate or paper signed by the Trustees or any of them which it may be deemed

desirable to record shall upon such recording be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the Trust property or any beneficiary thereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with the Registry of Deeds. Any certificate signed by two Trustees in office at the time (only one Trustee if there is only one at the time, or only one Trustee for the purpose of delivering a Certificate pursuant to Massachusetts General Laws C. 183A s. 6(d)) setting forth as facts any matters affecting the Trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries and as to matters determining the authority of the Trustees, or anyone of them to do any act, when duly acknowledged and recorded with the Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by any Trustee hereunder, or by a majority of the Trustees hereunder, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustee or majority, as the case may be, shall, as to all persons acting in good faith in reliance thereon be conclusive evidence of the truth of the statements made in such certificate, the existence of the facts therein set forth and the existence of the authority of such one or more Trustees to execute and deliver the designated instrument on behalf of the Trust.

- E. Statement of Common Expenses. The Trustees shall, in accordance with Chapter 183A, upon the written request of any Unit Owner or any encumbrancer or prospective encumbrancer of a Unit, upon payment of a reasonable fee not to exceed the amount specified by law, issue to a person so requesting a written statement (which shall be valid and effective if signed by anyone of the Trustees then in office (a "6(d) Certificate"»), setting forth the unpaid common expenses with respect to the Unit covered by the request, which shall be conclusive upon the remaining Unit Owners and upon the Trustees in favor of all persons who rely thereon in good faith.
- F. Liability for Unpaid Assessments. In a voluntary conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his or her share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee, provided, however, that any such grantee shall be entitled to a statement from the Trustees setting forth the amount of the unpaid assessments against the grantor, and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments against the grantor in excess of the amount set forth. No Unit Owner may exempt himself or herself from liability for his or her contribution toward the common expenses by waiver of the use or enjoyment of any of the Common Areas and Facilities or by abandonment of his or her Unit.

Witness the execution hereof under seal this 18th day of December 2007.



Francis Newton



Mary Newton

COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, SS:

On this 18th day of December, 2007, before me, the undersigned notary public, personally appeared Francis Newton and Mary Newton, and proved to me through satisfactory evidence of identification, which were Picture ID, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



Roscoe N. Sandlin, Notary Public

My Commission Expires February 21, 2014



EXHIBIT A

Exhibit A is hereby incorporated into and made a part of the Declaration of Trust of THE GABLES CONDOMINIUM TRUST.

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THE GABLES CONDOMINIUM TRUST

BYLAWS

The provisions of this Exhibit A to THE GABLES CONDOMINIUM TRUST shall constitute the Bylaws of THE GABLES CONDOMINIUM TRUST, the organization of Unit Owners established by said Trust.

I. Powers and Duties of the Trustees

- A. The Board of Trustees shall have all powers necessary for administering the affairs of the Condominium as set forth in Massachusetts General Laws, Chapter 183A, hereinafter called "Chapter 183A," and they may do any and all acts necessary or desirable for the administration of the affairs of the Condominium except only for such acts as may not, under law or under the provisions of the Master Deed or this Trust, be delegated to the Trustees by the Unit Owners. Such powers and duties of the Trustees shall include, but shall not be limited to, the following:
1. operation, care, upkeep and maintenance of the common areas and facilities;
 2. collection of the Common Expenses from the Unit Owners;
 3. employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the common areas and facilities;
 4. adopting, amending, and administering (including waiving) Rules and Regulations covering the details of the operation and use of the common areas and facilities;
 5. opening bank accounts on behalf of the Condominium, and, subject to the provisions hereof, designating the signatories required therefor;
 6. owning, conveying, encumbering, leasing and otherwise dealing with units conveyed to the Trust or purchased by it as a result of enforcing the lien for Common Expenses, or otherwise;
 7. obtaining insurance for the Condominium, including the units, pursuant to the provisions hereof;
 8. making repairs, additions and improvements to, or alterations or restoration of, the Condominium, in accordance with the other provisions of this Trust.
 9. enforcing obligations of the Unit Owners, allocating income and expenses, and doing anything and everything else necessary and proper for the sound management of the Condominium;
 10. subject to the provisions of Subsection (B) of Section 29 of these Bylaws, purchasing or leasing a Unit;
 11. purchasing of units at foreclosure or other judicial sales; and the sale and lease of same.
 12. organizing and maintaining corporations, trusts, or other entities to act as nominee of the Condominium in acquiring title to units on behalf of all Unit Owners under the provisions hereof;
 13. conducting litigation as to any course of action involving the common areas and facilities or arising out of the enforcement of the Bylaws, Rules and Regulations, and

Master Deed, and this Trust.

14. granting permits, licenses and easements over the common areas and facilities for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium project.

II. Common Expenses

- A. Commencing on the date of the recording of the Master Deed, each Unit Owner shall be liable for Common Expenses and shall be entitled to common profits of the Condominium in the same proportion as his or her beneficial interest in this Trust bears to the aggregate beneficial interest of all the other Unit Owners. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions.
- B. The Trustees shall at all times establish and maintain an adequate reserve fund for the periodic maintenance, repairs and replacement of improvements to the common areas and facilities and those limited common areas that the Trust may be obligated to maintain. Such reserve fund shall be funded by regular assessments for Common Expenses and shall not be deemed to be common profits available for distribution.
- C. In addition to the foregoing (and not in substitution thereof), to ensure that this Trust will have the funds to meet unforeseen expenditures or to purchase any additional equipment or services, a working capital fund shall be established equal to at least two (2) months' estimated common charges for each unit. Any amounts paid into this fund shall not be considered advance payments of regular assessments. Each unit's share of the working capital fund shall be collected at the time the sale of the unit is closed or at the time control of this Trust is transferred to the Trustees elected by Unit Owners other than the Declarant. When control of this Trust is transferred as set forth in the immediately preceding sentence, the working capital fund shall be transferred to this Trust for deposit to a segregated fund. During the term of the Initial Board (or while a majority of the Trustees are the Declarants, or nominees or designees of the Declarants), the working capital fund cannot be used to defray the expenses, reserve contributions or construction costs that are the responsibility of the Declarants in their role as developer of the Condominium or to make up budget deficits.
- D. In addition to the foregoing (and not in substitution thereof), the Trustees may, to such extent as they deem advisable, set aside common funds of the Condominium as additional reserves and may use the funds so set aside for reduction of indebtedness or other lawful capital purposes, and, subject to the provisions of these Bylaws, for repair, rebuilding or restoration of the Condominium, or for improvements thereto, and for replacement of the common areas and facilities, and other proper contingencies. The funds so set aside shall not be deemed to be common profits available for distribution.
- E. At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the Trustees shall estimate the Common Expenses expected to be incurred during such fiscal year, together with reasonable provision for contingencies and reserves, and for the above-mentioned reserve funds and, after taking into account any undistributed common profits from prior years, shall determine the assessment for Common Expenses to be made for such fiscal year. The Trustees shall promptly furnish copies of each budget on which such assessment is based to all Unit Owners and, if requested, to their mortgagees. The Trustees shall promptly render statements to the Unit Owners for the respective shares of such assessment, and each Unit Owner thereafter shall pay one-

twelfth (1/12) of his or her share of the estimated Common Expenses monthly in advance on the first day of each month. The Trustees shall not be obligated to render monthly statements.

- F. In the event that, at any time and from time to time, the Trustees shall determine during any fiscal year that the assessment so made is less than the Common Expenses actually incurred or to be incurred, including but not limited to provisions for proper reserve funds, the Trustees 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 set forth in such statements. The Trustees may, in their discretion, provide for payments of such supplemental assessment statements in monthly or other installments. The Trustees shall have the authority and the duty to levy and enforce the collection of general and special assessments for Common Expenses.
- G. The amount of each such statement, for regular or supplemental assessments, together with interest thereon, if not paid when due, at a lawful rate to be determined by the Trustees, together with all expenses, including attorney fees, incurred by the Trustees in any proceeding brought to collect such unpaid Common Expenses and assessments, shall constitute a lien on the unit of the Unit Owner assessed pursuant to the provisions of Section 6 of Chapter 183A and Sections 5 and 5A of Chapter 254, as amended, and may be collected by the Trustees pursuant to said statutes.
- H. The Trustees shall take prompt action to collect any Common Expenses and assessments due from any Unit Owner that remain unpaid for more than thirty (30) days from the due date thereof, including but not limited to action under the provisions of Massachusetts General Laws Chapters 183A and 254, as amended. In the event that the Trustees bring an action to foreclose a lien on any unit pursuant to said statute, the Unit Owner shall pay a reasonable sum for use and occupancy of his or her unit from the date of foreclosure until the Unit Owner vacates the unit (in such foreclosure action, the plaintiff shall be entitled to the appointment of a receiver to collect the same), but nothing in this sentence shall be deemed to grant any Unit Owner the right to remain in possession of his or her unit after such foreclosure. The Trustees, acting on behalf of all Unit Owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not vote appurtenant to), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. In the event of any suit or foreclosure by the Trustees, the Trustees shall be entitled to interest at the then-current statutory rate and all costs of collection, suit and foreclosure, including attorney fees. In addition to the lien in favor of the Trustees for assessments for Common Expenses and assessments, such assessments shall also be the personal obligation of the Unit Owner at the time the assessment fell due.
- I. The Trustees shall promptly provide any Unit Owner, or any Unit Buyer who has a duly executed Purchase and Sale Agreement for the acquisition of a unit, or any mortgagee, or the attorney of any such party, with a written statement of all unpaid Common Expenses due with respect to such unit, signed and acknowledged in proper form for recording, upon the written request of such Unit Owner or buyer or mortgagee or attorney. Notwithstanding anything to the contrary in this Declaration of Trust, including these Bylaws, such statements may be executed by any one (1) Trustee. Recording such statement in the Berkshire Middle District Registry of Deeds shall discharge the unit from

any lien for any other sums unpaid not enumerated as of the date of such statement to the extent provided by said Chapter 183A.

- J. The Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by the provisions of said Chapter 183A.
- K. Any first mortgagee who obtains title to a Condominium unit, pursuant to the remedies provided in its mortgage or foreclosure of its mortgage, will not be liable for such unit's unpaid dues, common charges, or assessments (including interest and costs of collection and legal fees relating to the collection thereof) that accrue prior to the acquisition of title to such unit by the Mortgagee, provided, however, that notwithstanding the foregoing, such first mortgagee shall be liable for such unit's unpaid common expenses, costs and attorney fees as provided in subsection (c) of Section 6 of Chapter 183A. The lien for common expense assessments shall not be affected by any sale or transfer of a unit, except that a sale or transfer pursuant to a foreclosure of a first mortgagee shall extinguish a subordinate lien for assessments that became payable prior to such sale or transfer, provided, however, that the lien for common expense assessments shall be affected by the sale or transfer of a unit to the extent set forth in subsection (c) of Section 6 of Chapter 183A. Any such delinquent assessments that were extinguished pursuant to the immediately preceding sentence may be reallocated and assessed to all units as a Common Expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a unit for liability for, nor the unit from the lien of, any assessments made thereafter.

III. Insurance

- A. The Trustees shall be required to obtain and maintain, to the extent obtainable, the following insurance (and to pay premiums thereon as a Common Expense):
 1. Fire insurance with extended coverage (covering other perils normally covered by the standard extended coverage endorsement) insuring all portions of the building, including the common areas and facilities of the Condominium, and all of the units and all of the fixtures installed therein on the date of recording the Master Deed, but not including carpeting, drapes, fixtures, furniture, furnishings, or other personal property supplied to or installed by Unit Owners, such insurance covering the interest of the Condominium, the Trustees and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to one hundred percent (100%) of current replacement cost of the building, common areas and facilities, and units, without deduction for depreciation, with loss payable to the Trustees, as Insurance Trustees for each Unit Owner and the holder of each unit's mortgage. The named insured shall be "the Trustees of The Gables Condominium Trust, for the use and benefit of the individual Unit Owners and unit mortgagees." Such insurance shall also cover all other perils customarily covered with respect to projects similar in construction, location and use, including all per-ils normally covered by the standard "all risk" endorsement, where such is available;
 2. Workers' compensation insurance if the Trustees shall have an employee or employees;
 3. Comprehensive general liability insurance covering all common areas and facilities and any other areas under the supervision of the Trustees, in such amounts and with such coverage as the Trustees shall from time to time determine, with a

combined single limit for both personal injury, death and property damage, of not less than one million dollars (\$1,000,000.00), but at least covering each member of the Trustees, the managing agent or the manager, if any, and each Unit Owner and with cross-liability endorsement to cover liabilities of the Condominium to a Unit Owner, and a severability of interest provision precluding the insurer's denial of a Unit Owner's claim because of negligent acts by this Trust or other Unit Owners;

4. Fidelity bonds in blanket form for all officers, directors, Trustees and employees of the Trust and all other persons handling or responsible for funds administered by the Trust whether or not they receive compensation for their services. The total amount of fidelity bond coverage shall not be less than the estimated maximum funds, including reserve funds, in the custody of the Trust or the management agent, as the case may be, at any given time during the term of such bond, and, in any event, the aggregate amount shall not be less than a sum equal to three (3) months' aggregate assessments on all units plus reserve funds, or one and one-half (1½) times the insured's estimated annual operating expenses and reserves, whichever is greater.
 - a. The fidelity bonds shall name the Trust as an obligee;
 - b. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expression; and
 - c. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Trust and to the Mortgagees that are listed as scheduled holders of first mortgages in the insurance policy.
5. Such other insurance as the Trustees may determine.
6. All such policies shall provide that adjustment of loss shall be made by the Trustees and that the net proceeds thereof shall be payable to the Trustees as Trustee for each Unit Owner and the holder of each unit's mortgage. Each Unit Owner, by accepting delivery of his or her unit deed, appoints the Trustees as Insurance Trustees (or any Insurance Trustee or Substitute Insurance Trustee designated by the Trustees) as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish such purpose. The Trustees shall periodically reevaluate the amount of public liability insurance to be carried by them to the end that the limits of such insurance shall not be less than the amounts specified in said clause (3), or not less than limits of such liability insurance as are carried by other Condominium Unit Owners' Associations in comparable condominiums in Berkshire County, Massachusetts, whichever is higher.
7. All such policies of physical damage insurance shall, insofar as practicable, contain waivers of subrogation as to any claim against the Trustees, their agents and employees, Unit Owners, their respective employees, agents and guests, and of any defense based on invalidity arising from the acts of the insured and shall provide that the insurance will not be prejudiced by any acts or omissions of individual Unit Owners that are not under the control of the Unit Owner's association, and shall

provide that such policies may not be canceled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all Unit Owners and mortgagees of units. Recovery thereunder shall not be affected on account of the availability of proceeds under any policies obtained by individual Unit Owners covering their own units and shall include a Special Condominium Endorsement or its equivalent.

8. A certificate of insurance, showing the amount of insurance, shall be issued to the owners of each unit, and the original or a certificate thereof shall, upon request, be delivered to the mortgagee of each unit. The Trustees shall periodically obtain an independent appraisal of the full replacement value of all portions of the building, including all of the units and all of the common areas and facilities, and additions, alterations and improvements, without deduction for depreciation, for the purposes of determining the amount of fire and extended coverage insurance to be effected pursuant to this Section, and the amount of such insurance shall in no event be less than the full replacement value so as determined.
9. Subject to the provisions of Section 4 of these Bylaws, insurance proceeds received by the Trustees shall be held in trust in an identified and segregated fund for the benefit of the Unit Owners and all mortgagees of all units. If the cost of restoring the common areas and facilities, or any unit, is estimated by the Trustees to exceed the sum of ten thousand dollars (\$10,000.00), then the Trustees shall give written notice of such loss to all eligible Mortgage Holders and all eligible Insurers and Guarantors, as herein defined.
10. The cost of all such insurance obtained and maintained by the Trustees pursuant to the provisions of this Section shall be a Common Expense of the Condominium.
11. Any such insurance obtained and maintained by the Trustees pursuant to the provisions of this Section may have a deductible amount to be determined from time to time by the Trustees, who shall simultaneously specify, in writing with notice to all Unit Owners, how and by whom the amount of the deductible shall be paid in the event of a loss. In no event shall such deductible amount be greater than the lesser of ten thousand dollars (\$10,000.00) or one percent (1 %) of the policy face amount.
12. All insurance obtained and maintained by the Trustees shall conform to applicable requirements of the Federal Home Loan Mortgage Corporation ("FHLMC") and the Federal National Mortgage Association ("FNMA"), so long as FHLMC or FNMA hold one or more mortgages on units in the Condominium or any interest therein.
13. Each Unit Owner may carry insurance at his or her own expense for his or her own benefit insuring, inter alia, his or her carpeting, drapes, fixtures, furniture, furnishings and other personal property. He or she may also carry insurance for personal liability and loss assessment coverage, provided that all such policies shall contain waivers of subrogation, and further provided that the liability of the carriers issuing insurance obtained by the Trustees shall not be affected or diminished by reason of any such additional insurance carried by a Unit Owner. Each Unit Owner shall promptly notify the Trustees of all improvements made by him or her to his or her unit the insurable replacement cost of which exceeds ten thousand dollars (\$10,000.00), and such Unit Owner shall pay to the Trustees as an addition to his or her share of the Common Expenses of the Condominium otherwise payable by such

owner any increase in insurance premium incurred by this Trust that results from such improvement.

14. Nothing shall be done or kept in any unit or in the common areas and facilities that will increase the rate of insurance on the buildings or the contents thereof without the prior written consent of the Trustees, unless the Unit Owner responsible for such increase shall agree to pay the amount of such increase.

IV. Rebuilding and Restoration

- A. In the event of damage to or destruction of any Unit or of the common areas and facilities as a result of fire or other casualty, the Trustees shall promptly adjust the loss, arrange for the prompt repair or restoration of the same, and disburse the proceeds of all insurance policies in payment of all costs and expenses actually incurred in connection with such repair or restoration in appropriate progress payments and with appropriate retainage. All insurance proceeds paid to the Trustees as Insurance Trustees on account of any casualty shall be dedicated first to the repair or restoration of the loss, and any application of said proceeds by the Trustees on account thereof shall be prior to the application of such proceeds for any other purposes.
- B. In the event that the insurance proceeds are not sufficient to cover the cost of repairs to the common areas and facilities and the units, the proceeds will be first allocated to the cost of repairs to the common areas and facilities. The balance, if any, will go to the cost of repairs to the units in proportion to the cost of all repairs to the respective units as determined by the insurer or by independent appraisal. To the extent that the proceeds allocated as aforesaid are insufficient to cover the cost of repairs to the common areas and facilities, the balance of the cost of such repairs will be assessed against all Unit Owners as a Common Expense. To the extent that the proceeds allocated as aforesaid are insufficient to cover the cost of repairs to the units, the balance of the cost of such repairs to each unit will be assessed against all Unit Owners as a Common Expense.
- C. Whenever the estimated cost of repair or restoration exceeds, as to any one casualty or occurrence, on the basis of an independent appraisal, the sum of twenty-five thousand dollars (\$25,000.00), then the Trustees shall retain a registered architect or registered engineer, who shall not be, directly or indirectly, a Unit Owner or an employee or agent of any Unit Owner, or a Trustee or an employee or agent of any of the Trustees, or the manager, if any, or any employee or agent of such manager, to supervise the work of repair or restoration. No sums shall be paid by the Trustees on account of such repair or restoration except upon certification to them by such architect or engineer that the work for which payment is being made has been completed in a good and workmanlike manner in accordance with approved plans and specifications and that the estimated total cost of completion of said repair or restoration, less amounts theretofore advanced, does not exceed the undisbursed proceeds of insurance as augmented by funds obtained by any assessment or assessments levied or chargeable to the Unit Owners as a Common Expense.
- D. The Trustees may perform emergency work essential to the preservation and safety of the Condominium, including all parts of the building and the common areas and facilities and the units, or the safety of persons, or required to avoid the suspension of any essential service to the Condominium, including all parts of the building and the common areas and facilities and the units, without having first engaged an architect or engineer, adjusted the loss or obtained proceeds of insurance.

- E. Subject always to the prior rights of the Unit Mortgagees, if there shall have been a repair or restoration pursuant to the foregoing, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be added to the Condominium's reserve fund or, at the option of the Trustees, divided among all the Unit Owners in proportion to their respective interests in the common areas and facilities.
- F. Notwithstanding the foregoing, if as a result of fire or other casualty the loss exceeds ten percent (10%) of the value of the Condominium, including all parts of the building and the common areas and facilities and the units prior to the casualty, and
 - 1. If seventy-five percent (75%) of the Unit Owners do not agree within one hundred and twenty (120) days after the date of the casualty to proceed with repair or restoration, then the Condominium, including all units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. Subject always to the prior rights of the Unit Mortgagees, the net proceeds of the partition sale, together with any common funds, shall be divided in proportion to the Unit Owners' respective undivided ownership in the common areas and facilities. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A;
 - 2. If seventy-five percent (75%) of the Unit Owners agree to proceed with the necessary repair or restoration, the cost of rebuilding the Condominium, in excess of any available common funds, including the proceeds of any insurance, shall be a common expense, provided, however, that if such excess amount exceeds ten percent (10%) of the value of the Condominium, including all parts of the building and the common areas and facilities and the units, prior to the casualty, then any Unit Owner who did not so agree may apply to the Superior Court of Berkshire County, on such notice to the Trustees and Unit Owners as the Court shall direct, for an order directing the purchase of his or her unit by the Trustees at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a Common Expense.

V. Condemnation

- A. If more than ten percent (10%) in value of the Condominium is taken under the power of Eminent Domain, then the taking shall be treated as a casualty loss, and the provisions of Section IV of these Bylaws and the provisions of Chapter 183A, Section 17 shall apply. Where one or more units have been substantially altered or rendered uninhabitable as a result of a partial taking, and the Unit Owners vote to restore and continue the Condominium pursuant to Section 17 of said Chapter 183A, the Trustees shall have the authority to acquire the remaining portions of such units for such price as the Trustees shall determine, provided that any Unit Owner of such remaining portion who does not agree with such determination may apply to the Superior Court of Berkshire County, on such notice to the Trustees and the other Unit Owners as the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court. Where, as a result of a partial taking, any unit is decreased in size or where the number of units is decreased by a partial taking, then the Trustees may make such provision for realignment of the percentage interest in the common areas and facilities as shall be just and equitable.

- B. In the event of a total or partial taking under the powers of eminent domain, the Unit Owners shall be represented by the Condominium acting through the Trustees. In the event of a partial taking, the award shall be allocated to the respective Unit Owners according to their undivided interest in the common areas and facilities, except as to such portion or portions of the award that are attributable to direct or consequential damages suffered by particular units as determined by the Court, which shall be payable to such Unit Owners or their mortgagees, as their interests may appear. Subject always to the prior rights of the Unit Mortgagees, in the case of a total taking of all units and the common areas and facilities, the entire award shall be payable to the Trustees to be distributed to the Unit Owners and their mortgagees in accordance with their respective percentage interests in the common areas and facilities.

VI. Improvements

- A. If fifty percent (50%) or more but less than seventy-five percent (75%) of the Unit Owners agree to make an improvement to the common areas and facilities, the cost of such improvement shall be borne solely by the Unit Owners so agreeing.
- B. Seventy-five percent (75%) or more of the Unit Owners may agree to make an improvement to the common areas and facilities and assess the cost thereof to all Unit Owners as a Common Expense, but if such improvement shall cost in excess of ten percent (10%) of the then value of the Condominium, including the building, the common areas and facilities and the units, any Unit Owner not so agreeing may apply to the Superior Court of Berkshire County, on such notice to the Trustees and Unit Owners as the Court shall direct, for an order directing the purchase of his or her unit by the Trustees at fair market value thereof as approved by the Court. The cost of any such purchase shall be a Common Expense.

VII. Rules and Regulations

- A. The Trustees, by majority vote, may at any time and from time to time adopt, amend, rescind and waive administrative Rules and Regulations governing the details of the operation and use of the common areas and facilities and containing such restrictions on, and requirements respecting the use and maintenance of, the common areas and facilities as are consistent with the provisions of the Master Deed and designed to prevent unreasonable interference with the use by the Unit Owners of the common areas and facilities.
- B. The Trustees shall administer such Rules and Regulations.
- C. Notwithstanding the foregoing provisions of this SectionVII:
 - 1. The Trustees shall furnish copies of any new rule or regulation, or amendment of any existing rule or regulation, to the Unit Owners prior to the time when such new rule or regulation, or amendment, as the case may be, shall become effective; and
 - 2. The Unit Owners, by majority vote, may at any time and from time to time rescind, amend or waive any rule or regulation promulgated by the Trustees ; and
 - 3. Any waiver, revision, amendment, adoption or enforcement of a rule or regulation whether by the Trustees or the Unit Owners as hereinbefore set forth, shall be uniformly binding upon all Unit Owners.

VIII. Meetings

- A. The Board of Trustees shall meet annually on the date of the Annual Meeting of the Unit Owners. Other meetings may be called by any Trustee, and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting, shall be given at least seven (7) days before such meeting to each member of the Board of Trustees. A majority of the Trustees shall constitute a quorum at all meetings. All meetings shall be conducted in accordance with such rules as the Board of Trustees may adopt.
- B. There shall be an annual meeting of the Unit Owners on the first Wednesday of July in each year at 8:00 p.m. on the Condominium premises or at such other reasonable place and time (not more than twenty-one (21) days before or after said date) as may be designated by the Board of Trustees by written notice given to the Unit Owners at least fourteen (14) days prior to the date so designated. Special meetings of the Unit Owners may be called by them upon the written request of any Unit Owner. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Board of Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated. At the annual meeting of the Unit Owners, the Board of Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Board of Trustees proposes 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 state and reasonably specify such matter. A quorum of Unit Owners shall consist of a majority in interest of Unit Owners.
- C. Any Trustee or Unit Owner may at any time waive notice of any meeting in writing, and such waiver shall be deemed equivalent to giving such notice. Attendance at any meeting by a Trustee or Unit Owner without objection to lack of notice shall constitute a waiver of notice by such Trustee or Unit Owner. If all of the Trustees are present at any meeting of the Trustees or if all of the Unit Owners are present at any meeting of the Unit Owners, respectively, no notice shall be required, and any business may be transacted at such meeting of the Trustees or Unit Owners, respectively.

IX. Notices to Unit Owners

- A. Every notice to any Unit Owner required under the provisions hereof, or that may be deemed by the Trustees necessary or desirable in connection with the execution of the Trust created hereby or that 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 of the Trustees to such Unit Owner by leaving such notice with him or her at his or her residence in the Condominium or by mailing it, postage prepaid, addressed to such Unit Owner at his or her address as it appears upon the records of the Trustees, at least seven (7) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given, unless a different period for the giving of such notice is specified in these Bylaws.

X. Inspection of Books; Reports to Unit Owners

- A. The Trustees shall keep detailed records of their actions, minutes of their meetings, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium, including a chronological list of receipts and expenditures, as well as a separate account for each unit, which, among other things, shall contain the

amount of each assessment of Common Expenses against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. Copies of the Master Deed, this Trust and these Bylaws, Rules and Regulations, and floor plans of the building, as the same may be amended from time to time, shall be maintained at the office of the Trustees.

- B. All of the foregoing records, accounts and documents shall be available for inspection by Unit Owners, their authorized agents, and lenders, mortgagees, holders, insurers and guarantors of any mortgage on any unit at all reasonable times. "Available" shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances. 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 operation 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. Except in the case of fraud, committed by any Trustee, any person (other than a mortgagee or mortgage insurer or guarantor) who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees, given by registered or certified mail within a period of sixty (60) days of the date of receipt by him or her, shall be deemed to have assented thereto. The holders of fifty-one percent (51 %) or more of first mortgages shall be entitled to have an audited statement prepared at their expense within a reasonable time if one is not otherwise available.

XI. Checks and Notes

- A. Checks, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any two (2) Trustees or by any person or persons (who may be one of the Trustees) to whom such power may, at any time or from time to time, be designated by not less than a majority of the Trustees.
- B. All vouchers for the payment of any Common Expense shall be approved by not less than two (2) Trustees in each instance.

XII. Fiscal Year

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

XIII. Management; Employees

- A. The Trustees, at their discretion, may, but need not, appoint a real estate management firm or manager to manage the Condominium at such compensation and upon such terms and conditions as the Trustees see fit. If such management firm, or manager, is so appointed, the Trustees may delegate to such firm or manager such duties as are customarily and usually performed by Condominium property managers, or such duties as the Trustees may at any time and from time to time, can by law and under the terms of this Trust, expressly delegate.
- B. Notwithstanding anything to the contrary herein, any agreement for professional management of the Condominium shall provide that the management contract may be terminated without cause and without payment of a termination fee or penalty on ninety (90) days' written notice or less, and the term of any such contract shall not exceed three (3) years, except that the term of any such contract entered into at any time

during the term of the Initial Board of Trustees shall not exceed six (6) months.

- C. When professional management has been previously required by an eligible Mortgage Holder, any decision to establish self-management by the Trustees shall require the prior consent set forth herein.
- D. The consent of not less than two (2) Trustees shall be necessary for hiring and dismissing any Condominium employees.

XIV. Use of Units

- A. Units may only be used for residential purposes and any accessory uses permitted by applicable zoning law.
- B. No signs or advertising shall be displayed on the exterior of any units used for any accessory purpose, or in any part of the common areas or in or upon any part of the Condominium except for a nameplate on the mailbox, which shall be no larger than the nameplate slot on such mailbox.
- C. In the case of accessory office use, the visitation of business associates, clients and the general public with respect to such office use shall be substantially infrequent, and not more than one employee who is not a resident of any unit in the Condominium shall be employed therein (in addition to the resident of the unit being used for accessory office use).
- D. Notwithstanding the foregoing, until the Declarants, or their successors-in-title or their nominees have conveyed all of the units, the Declarants and their successors-in-title or nominees may use one or more units for a sales office or model and may maintain "For Sale" signs on and in the building.
- E. Each Unit Owner shall be obligated to maintain his or her own unit in good order and repair.

XV. Use of Common Areas and Facilities

- A. A Unit Owner shall not place or cause to be placed in the common areas and facilities any furniture, packages or objects of any kind. The stairways shall be used for no purpose other than for transit through them.

XVI. Attorneys, Accountants, Appraisers

- A. The Trustees may engage the services of attorneys, accountants, appraisers, architects, engineers, and other professionals in connection with their duties as Trustees, upon the payment of such fees and upon such other terms and conditions as the Trustees shall decide, and such fees and other expenses in connection with such employment shall be Common Expenses of the Condominium. In the absence of fraud, the Trustees shall be protected in reasonably relying upon the opinion of such attorneys, accountants, appraisers, architects, engineers, or other professionals engaged by the Trustees pursuant to their duties as such Trustees.

XVII. Electricity, Other Utilities

- A. Electricity shall be supplied by the public utilities servicing the area in which the Condominium is located, directly to each unit through separate meters. Each Unit Owner shall be required to pay all bills and assessments for electricity and other utilities, if any, consumed or used in his or her unit.

XVIII. Violations by Unit Owners

- A. The violation of any rule or regulation adopted by the Trustees, or the breach of any of these Bylaws, or the breach of any provisions of the Master Deed or of this Trust or for the offending Unit Owner's Unit Deed shall give the Trustees the right, in addition to any other rights set forth in these Bylaws, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, or both, the continuance of any such breach.
- B. In addition to the foregoing, and not in substitution therefor, the Trustees shall have the power to levy fines against Unit Owners for such violations, and each day a violation continues after notice shall be considered a separate violation.
- C. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were Common Expenses owed by the particular Unit Owner or Unit Owners.
- D. In the case of persistent violations by a Unit Owner, the Trustees shall have the power, after notice and a hearing, to require such Unit Owners to post a bond to secure adherence to said Rules and Regulations, Bylaws, Master Deed, this Trust, or said Unit Deed.
- E. No noxious or unlawful activity shall be carried on in any unit or in the common areas and facilities nor shall any-thing be done therein, either willfully or negligently, that may be or become unreasonably annoying to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by himself or herself, his or her family, guests, agents, servants, employees, licensees, or tenants, nor do or permit anything by such persons that will unreasonably interfere with the rights, comforts or conveniences of other Unit Owners or occupants. For purposes of this Section, any noise from within a unit that can be heard within another unit shall be deemed a disturbing noise.

XIX. Maintenance and Repairs

- A. All maintenance and replacement of and repairs to any unit, ordinary or extraordinary other than to the common areas and facilities contained therein not necessitated by the negligence, misuse or neglect of such Unit Owner, and to the doors and windows, and to electrical, plumbing, and heating fixtures within the unit or belonging to the Unit Owner that are not a part of the common areas and facilities, and the exterior doors, and the washing of exterior glass of his or her unit shall be done by the Unit Owner at the Unit Owner's expense, excepting as otherwise specifically provided herein. Each Unit Owner shall be responsible for all damage to any and all other units and to the common areas and facilities that his or her failure so to do may engender.
- B. All maintenance, and replacements of and repairs to the common areas and facilities as defined in the Master Deed, and all maintenance, and replacement of and repairs to the exterior walls of the building and to structural parts of the building and the painting and decorating of the exterior doors of the building and exterior window sash, shall be made by the Trustees and shall be charged to each of the Unit Owners as a Common Expense, except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner.

XX. Right of Access

- A. Subject to the provisions of Chapter 183A, Section 4, Clause (2), the Trustees in their capacities as such, and any manager engaged by them, and any persons authorized by the Trustees or such manager, shall have a right of access to all units in the Condominium, at any time in case of emergency, and at all other times during reasonable times by prior appointment with each Unit Owner, for the purpose of making inspections or repairs to either the unit to which such persons seek access, or to another unit, or to any part of the common areas and facilities.
- B. The Trustees or their designated agent shall retain a pass key to each unit, and no Unit Owner shall alter, change or install any locks without first providing the Trustees or their designated agent with a pass key with respect to any such changed, altered or new lock.

XXI. Pets

- A. Ordinary domestic pets may be kept by any Unit Owner, but no such pets shall be permitted in any part of the Condominium (other than within the unit of the owner thereof) unless carried or on a leash. After due notice and hearing, the Trustees may require any Unit Owner to dispose of any pet that has habitually been guilty of annoying or harassing any Unit Owner or occupant.
- B. Unit owners shall bear complete responsibility for the pets of their guests and tenants.

XXII. Structural Integrity

- A. Nothing shall be done or maintained in any unit or in the common areas and facilities that will impair the structural integrity of any part of the building of the Condominium.
- B. Neither the exterior of any unit nor the common areas and facilities nor the hallways shall be altered, constructed, removed, decorated or painted in any manner except with the written consent of the Trustees. Any Unit Owner is free to decorate the interior of his or her unit in any manner as he or she sees fit without requiring the consent of the Trustees so long as such decorations do not alter the structure of the unit or the building.

XXIII. Signs

- A. No business, professional, commercial or other signs, whether designed for profit, altruism or otherwise, shall be maintained or permitted on any part of the property, nor shall any "For Sale," "For Rent," or "For Lease" sign be permitted thereon except by the Declarant during such time as the Declarant owns one or more units in the Condominium and except for any Mortgagee who may become the owner or Mortgagee in possession of any unit, but in no event shall any such sign be larger than two (2) square feet.

XXIV. Safety

- A. Each Unit Owner assumes complete responsibility for the safety of himself or herself, his or her family, guests, agents, servants, employees, licensees and tenants while such persons are in his or her unit, or any other unit or in the common areas and facilities of the Condominium.
- B. No Unit Owner shall permit or suffer to be kept at any time any flammable, combustible or explosive fluid or substance on the property of the Condominium or in his or her unit

except for such lighting and cleaning fluids as are customary for residential use.

XXV. Sale of Units

- A. The organization of unit owners shall have a right of first refusal in case of the sale of a unit. In the event that a Unit Owner desires to sell a Unit, he or she shall furnish the Trustees with a bona fide offer, and shall offer the Unit to the Trust at the same price as that contained in such offer. If the Trust gives notice of intent not to purchase or gives no notice within the (10) business days from receipt of the offer, the Unit Owner may accept such offer and proceed with the sale thereunder. The purchase of any Unit under this paragraph shall be subject to the procedures of Paragraph C of this Section XXV. This right shall not be exercised so as to restrict alienation, conveyance, sale, leasing, purchase, ownership and occupancy of units because of race, creed, color, national origin or sex.
- B. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his or her unit without including therein the Appurtenant Interests (as hereinafter defined), it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the unit to which such interests are appurtenant, or as part of a sale, transfer, or other disposition of such part of the Appurtenant Interest of all units. As used herein, "Appurtenant Interests" shall include
1. the undivided interest of a Unit Owner in the common areas and facilities; and
 2. the interest of such Unit Owner in any other assets of this Trust, but the foregoing language shall not hinder or prevent any Unit Owner from conveying an easement or easements for the exclusive use of a Parking Space to another Unit Owner(s), and all easements so conveyed shall not be included in the term "Appurtenant Interests."
- C. With the prior written approval of at least seventy-five percent (75%) of the beneficial interests hereunder (the vote of the Unit Owner of the unit that is the subject of such vote shall not be counted), the Trustees may acquire or lease units of the Condominium. Acquisition or lease of units by the Trustees may be made from any funds in the hands of the Trustees or, if such funds are insufficient, the Trustees may levy an assessment against each Unit Owner in proportion to his or her beneficial interest as a Common Expense; or the Trustees, in their discretion, may borrow money to finance the acquisition of such units, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the specific unit or units with Appurtenant Interests so to be acquired by the Trustees. Nothing in this Subsection (B) of this Section shall be construed as compelling any Unit Owner to sell his or her unit. Nothing in this Subsection (B) of this Section shall have any effect, nor limit in any manner the rights and remedies of the Trustees under the provisions of Section 6 of Chapter 183A.
- D. In the event that a unit shall be acquired by the Trustees, all Unit Owners shall be deemed to have waived all rights of partition with respect to such unit or units as are acquired by the Trustees.

- E. No Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease his or her unit unless and until he or she shall have paid in full to the Trustees all unpaid Common Expenses, theretofore assessed by the Trustees against his or her unit and until he or she shall have satisfied all unpaid liens against such unit. This paragraph shall not apply to any first mortgagee of any unit.

XXVI. Tenants

- A. Any Unit Owner may lease or rent his or her unit, provided that each Unit may enter into no more than two lease or occupancy agreements annually. All lease or occupancy agreements are subject to the following conditions:
- B. 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 at least two (2) 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 of the Condominium Trust, and the Bylaws and Rules and Regulations thereof, as the same have been amended most recently prior to the execution of the lease or occupancy agreement;
 - 4. contain the following notice, in capital letters, double spaced:

IMPORTANT CLAUSE: "THE APARTMENT UNIT BEING LEASED [RENTED] UNDER THIS LEASE [OCCUPANCY AGREEMENT] IS LOCATED IN A CONDOMINIUM BUILDING-NOT A RENTAL APARTMENT HOUSE. THE CONDOMINIUM BUILDING IS OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH APARTMENT (EXCEPT FOR CERTAIN APARTMENTS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS). THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE BUILDING ARE (EXCEPT AS AFORESAID) THE OWNERS OF THE HOMES THEY OCCUPY AND NOT TENANTS LIVING IN A RENTAL APARTMENT HOUSE. THE TENANT, BY SIGNING THIS LEASE [OCCUPANCY AGREEMENT] ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUM, THE DECLARATION OF TRUST OF THE CONDOMINIUM TRUST AND THE BYLAWS AND RULES AND REGULATIONS THERETO AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME AND THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME. THE TENANT UNDERSTANDS THAT IN THE EVENT OF ANY NONCOMPLIANCE, THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE CONDOMINIUM TRUST (WHO ARE ELECTED BY THE UNIT OWNERS); IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES AND OTHER CHARGES; AND THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE [OCCUPANCY AGREEMENT];" and

- C. Any failure by the tenant to comply in all respects with the provisions of the Master Deed of the Condominium, the Declaration of Trust of the Condominium Trust and the Bylaws and Rules and Regulations thereto shall constitute a material default in the lease (occupancy agreement). In the event of such default, the Trustees of the Condominium Trust shall have the following rights and remedies against both the Unit Owner and the tenant, in addition to all other rights and remedies that the Trustees and the Unit

Owners (other than the owner of the affected unit) have or may in the future have, against both the owner of the affected unit and the tenant. All rights and remedies of the Trustees and the Unit Owners (other than the owner of the affected unit) are deemed at all times to be cumulative and not exclusive.

- D. The Trustees shall have the right to give written notice of the default to both the tenant and the Unit Owner. Said notice shall be deemed properly given if left in any part of the unit addressed to the tenant, and mailed, postage prepaid, registered or certified mail, return receipt requested, addressed to the owner of the unit as such address then appears on the records of Trustees or by delivering said notice in hand or by delivering said notice in any other manner permitted by law.
- E. If the default continues for five (5) days after giving said notice, then the Trustees shall have the right to levy fines against the owner of the affected unit in accordance with the provisions of Section 20 of the Bylaws and terminate the tenancy by giving notice in writing to quit to the tenant in any manner permitted by law, in the name of the landlord (Unit Owner) or in the name of the Trustees, or both. In case of a tenancy at will, the time of such notice shall be sufficient if it equals the interval between the days of rent payment or thirty (30) days, whichever is longer. In case of a lease, seven (7) days' notice shall be sufficient. In either event, a copy of such notice to quit shall be delivered or mailed to the landlord (Unit Owner) in the manner set forth hereinabove. Thereafter, the Trustees may initiate and prosecute a summary process action against the tenant under the provisions of Chapter 239 in the name of the landlord or in the name of the Trustees, or both.
- F. The Trustees shall be entitled to levy a fine or fines, or give a notice or notices to quit followed by a summary process action or actions. The Trustee's may elect to pursue any of the foregoing remedies, either at the same time, or in the event of any further default.
- G. All of the expenses of the Trustees in giving notice and notices to quit and maintaining and pursuing summary process actions and any appeals therefrom shall be entirely at the expense of the owner of the affected unit. 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.
- H. The Unit Owner shall make reasonable efforts, at his or her expense and upon his or her initiative to inform rental agents of the provision of this section and shall, at his or her own expense, and upon his or her 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.
- I. Any initial term, renewal or extension of any lease or occupancy agreement shall be subject to the prior written approval of the Trustees in each instance. Such approval shall not limit any rights or remedies of the Trustees or Unit Owners in the event of a subsequent default. The Trustees may charge a reasonable administrative fee for processing such approvals.
- J. A true copy of the lease or occupancy agreement shall be delivered to the Trustees forthwith upon its execution.
- K. The provisions of this Section shall take precedence over any other Section in the lease or occupancy agreement.

- L. Notwithstanding anything to the contrary herein and notwithstanding any custom, law, or usage to the contrary, it is expressly understood and agreed that neither the Trustees nor the Unit Owners shall ever bear any personal or individual responsibility with respect to said lease or occupancy agreement.
- M. Every lease or occupancy agreement shall have, attached thereto, and incorporated therein by reference, a copy of this Section.
- N. Notwithstanding anything to the contrary in this Section, it is expressly understood and agreed that the provisions of this Section 30 shall not apply to the Declarant nor 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.
- O. Notwithstanding anything to the contrary herein, no part of this Trust or these Bylaws or the Rules and Regulations now or hereafter adopted or promulgated shall ever be deemed to prevent, restrict, discourage, or hinder, in fact, in any manner whatsoever, the alienation, conveyance, mortgage, purchase, sale, rental, lease, license, use, or occupancy of units or any negotiations in connection therewith because of race, religion, creed, color, national origin, sex, sexual preference, age, ancestry, marital status, blindness, status as a veteran or member of the armed services, membership in any ethnic group, or by reason of the fact that children will occupy such unit, receipt of public assistance, or, in addition to the foregoing, by any reason whatsoever prohibited by any federal, state, county or municipal law.

XXVII. Protection of Mortgagees

- 1. The term "eligible Mortgage Holder" means a holder of a first mortgage on a unit who has requested notice of certain matters from this Trust as set forth in these Bylaws.
- 2. Notice of Action: Upon written request to this Trust identifying the name and address of the mortgage holder, insurer or guarantor and the unit number or address, any first mortgagee and any such eligible Mortgage Holder or eligible Insurer or Guarantor will be entitled to timely written notice of:
 - a. any condemnation loss or any casualty loss that affects either a material portion of the project or any unit on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;
 - b. any delinquency in the payment of assessments or charges owed, or default in the performance by the borrower of any obligation under the Condominium Constituent Documents, by an owner of a unit subject to a first mortgage held, insured or guaranteed by such first Mortgage Holder or eligible holder or eligible Insurer or Guarantor, which remains uncured for a period of 60 days;
 - c. any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and
 - d. any proposed action that would require the consent of a specified percentage of eligible mortgage holders.

XXVIII. Amendment to Documents

- A. The Trustees, with the consent in writing of unit owners entitled to not less than sixty percent (60%) may at any time amend, alter, add to, or change the Declaration of Trust and/or Bylaws, provided that no such amendment shall alter the percentage of the individual interest of any unit owner in the common areas and facilities as set forth in the Master Deed, or render the trust contrary to the requirements or provisions of M.G.L. c. 183A.
- B. Any amendment, alteration, addition or change pursuant to the foregoing paragraph shall become effective upon the recording with the appropriate Registry of Deeds of an instrument signed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds by a majority of the Trustees then in office, setting forth in full the change and reciting the consent of the unit owners herein required to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes.
- C. Where Unit Owners are considering termination of the legal status of the project for reasons other than substantial destruction or condemnation of the property, the consent of owners of units to which at least seventy-five percent (75%) of the votes in this Trust are allocated and the approval of eligible Mortgage Holders representing at least seventy-five percent (75%) of the votes of the mortgaged units shall be required to terminate the legal status of the project as a Condominium.

XXIX. Additional Prohibitions

- A. Except as provided by statute in case of condemnation or substantial loss to the units and/or common elements of the Condominium project, unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each first mortgage owned) or owners (other than the sponsor, developer or builder) of the individual Condominium units have given their prior written approval, this Trust shall not be entitled to:
 - 1. By act or omission, seek to abandon or terminate the Condominium project;
 - 2. Change the pro rata interest or obligations of any individual Condominium unit for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or determining the pro rata share of ownership of each Condominium unit in the common elements;
 - 3. Partition or subdivide any Condominium unit;
 - 4. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (Granting easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium project shall not be deemed a transfer within the meaning of this clause);
 - 5. Use hazard insurance proceeds for losses to any Condominium property (whether to units or to common elements) for other than the repair, replacement or

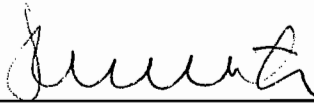
reconstruction of such Condominium property;

6. No provisions of the constituent documents shall give any Unit Owner or Owners or any other party or parties priority over any rights of first mortgagees of Condominium units pursuant to their mortgages in the case of a payment to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or taking of Condominium units and/or common areas and facilities.

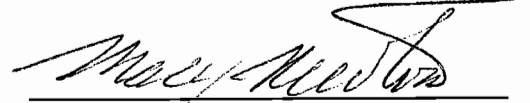
XXX. Right to Notice and Hearing

- A. Whenever these Bylaws require that an action be taken after "Notice and Hearing," the following procedure shall be observed:
 1. All hearings shall be conducted by at least a majority of the Trustees.
 2. The Trustees shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing.
 3. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing, or both, subject to reasonable rules of procedure established by the Trustees to ensure prompt and orderly resolution of the issues.
 4. The affected person shall have the right to question the Trustees and any witnesses with respect to the subject matter of the hearing. If the hearing involves an alleged breach by the affected person of any provision of the Master Deed, the Condominium Trust, or the Bylaws and Rules and Regulations thereto, or any unit deed, the affected person shall be informed with specificity of the exact nature of the violation and of the provision that he or she has allegedly violated, and the affected person shall have the right to question any witness to such alleged violation.
 5. The Trustees need not comply with the strict legal rules of evidence observed by courts, but they shall consider only such evidence as reasonable people customarily consider in making important decisions. Nothing herein shall be deemed to limit the right of the Trustees, the affected person, or any affected Unit Owners or occupants to bring legal action with respect to the subject matter of any hearing or any decision of the Trustees.
 6. When the subject matter of the hearing is Section III(d)(ii) of the Declaration of Trust, the reference to Trustees as the persons conducting the hearing shall be deemed to mean Unit Owners entitled to at least fifty-one percent (51 %) of the beneficial interest under this Trust.

Witness the execution hereof under seal on this 18th day of December 2007



Francis Newton



Mary Newton

COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, SS:

On this 18th day of December, 2007, before me, the undersigned notary public, personally appeared Francis Newton and Mary Newton, and proved to me through satisfactory evidence of identification, which were Picture ID, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



Roscoe N. Sandlin, Notary Public
My Commission Expires February 21, 2014

