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Andover Estates Condominiums  
Master Deed

Phel-Jas, LLC, a Massachusetts Limited Liability Company, of 120 Lumber Lane, Tewksbury, MA 01876 (hereinafter referred to as the "Declarant"), being the owner of the land at 1582 & 1596 Andover Street, Tewksbury, Middlesex County, Massachusetts, described in Paragraph 1 below, does hereby, by duly executing and recording this Master Deed, submit said land, together with the buildings and improvements erected thereon, and all easements, rights and appurtenances belonging thereto (hereinafter referred to as the "Condominium"), to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and does hereby state that it proposes to create, and does hereby create, with respect thereto, a Condominium to be governed by and subject to the provisions of said Chapter 183A.

1. Description of Land.

The premises which constitute the Condominium consist of a certain parcel of land with all improvements thereon situated at and now numbered 1582 & 1596 Andover Street, Tewksbury, Middlesex County, Massachusetts, as described on Exhibit A attached hereto, which land and improvements are shown on the site plan filed herewith.

2. Description of Building

The Condominium shall consist of four (4) Phases. The first Phase shall consist of Units 1 and 2. Phase One contains two (2) Residential Units and zero (0) Commercial Units. The units are described in Exhibits B and C, which are attached hereto and made a part hereof. The second Phase consists of Units 9-14, containing (6) Residential Units and zero (0) Commercial Units. Phase three consists of units 3-8, containing six (6) Residential Units and zero (0) Commercial Units. Phase 4 contains units 15-20, consisting of six (6) Residential Units and zero (0) Commercial Units. The units are located at 1582 & 1596 Andover Streets, Tewksbury, Middlesex County, Massachusetts and are further described in Exhibit B attached hereto and made a part hereof. Reference is made to Section 20 for a more complete description of the Phasing.

3. Description of Units.

The designation of each Condominium unit (the "Units"), a statement of its location, approximate percentage interest in common areas and facilities of the Condominium, number of rooms, and its area in square feet, and the immediate common areas to which each unit has access are set forth on Exhibit C annexed hereto and made a part hereof. The boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows thereof, are as follows:

- (a) Floors:  
The plane of the upper surface of the wood floor.
- (b) Ceilings:  
The plane of the lower surface of the ceiling.

SEE plan BK 253 PG 112  
BK 233 PG 113

(c) Interior Walls:

The plane of the interior surface of the wall studs or furring facing such Unit.

(d) Exterior Walls, Doors, and Windows:

As to walls, the plane of the interior surface of the wall studs or furring facing such Unit; as to doors, the exterior surface thereof; and as to windows, the exterior surface of the glass and of the window frames. Each Unit Owner shall be responsible for the aforementioned exterior doors and windows that are servicing only their individual units.

**4. Description of Common Areas and Facilities.**

1. The common areas and facilities of the Condominium (the "Common Elements") consist of the entire Condominium, including all parts of the Building other than the Units, and include, without limitation, the following:

(a) The land above described, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, insofar as the same may be in force and applicable.

(b) The foundations, structural columns, girders, beams, supports, exterior and interior bearing walls, the floor and ceiling slabs or joists, the roofs, entrances to and exits from the Building (other than through a Unit) and common walls within the Building.

(c) Installations of central services, such as power, light, gas, hot and cold water, heating, air conditioning, and waste disposal, telephone, cable television, including all equipment attendant thereto (but not including equipment contained within and servicing a single Unit).

(d) All conduits, chutes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal which are contained in portions of the Building contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Building other than the Unit within which such facilities are contained, together with an easement of access thereto (whether through access panels or otherwise) through, in and over any of the Units in favor of the Trustees of the Condominium Trust for maintenance, repair and replacement.

(e) The parking areas and visitor parking areas, driveway and walkway incident to use thereof, provided, however, that each of the Unit Owners shall have an easement for the exclusive use of parking spaces and/or driveways, as described in the Unit Deeds, the location of which shall be designated and shown on the Site Plan filed herewith and further described in Exhibit C and subparagraph 2 below.

(f) Subject to exclusive use easements, the yards, lawns, gardens, roads, walkways, and the improvements thereon and thereof, including walls, bulkheads, railings, steps, lighting fixtures and planters as shown on Site Plan and further

described in exhibit C and subparagraph 2 below.

(g) Such air conditioning, if any, and other equipment located at 1582 & 1596 Andover Street, Tewksbury, MA, which is appurtenant to and services the Building.

(h) All heating equipment and other apparatus and installations existing in the Building for the common use, or necessary or convenient for the existence, maintenance or safety of the Building.

(i) Such additional common areas and facilities as may be defined in Chapter 183A.

Each Unit Owner may use the common areas and facilities in accordance with their intended purpose subject to the terms and provisions of this Master Deed, the Condominium Trust, the By-Laws and the Rules and Regulations.

**2. Notwithstanding anything contained herein to the contrary:**

- (a) Unit 1 has the exclusive right to use the driveway appurtenant to the unit;
- (b) Unit 2 has the exclusive right to use the driveway appurtenant to the unit;
- (c) Unit 2 has an access easement to the basement appurtenant to Unit 1 for the purposes of access the water lines servicing Unit 2 and servicing of other utilities located within the basement;
- (d) Unit 1 has exclusive use of the side and front porch appurtenant to the unit;
- (e) Unit 2 has exclusive use of the side and back porch appurtenant to the unit;

**5. Floor Plans**

Simultaneously with the recording hereof, there has been recorded with the Middlesex North Registry of Deeds a Floor Plan prepared by J. S. Dugger A.I.A. & Assoc., entitled Andover Estate Condominium, Building 1, Paulie's Place, Tewksbury, Massachusetts, and Site Plan of the Buildings prepared by Dresser, Williams & Way, Inc. entitled Andover Estates Condominium, Tewksbury, Massachusetts, Middlesex County Condominium Site Plan dated July 18, 2011, showing the layout, location, Unit numbers and dimensions of the Units, and the finished floor elevations, and stating the name of the Building, and bearing the verified statement that the plan fully and accurately depicts the layout of the unit, its location, dimensions, approximate area, main entrance, and the immediate common area to which it has access and that the plan fully and accurately depicts the location and dimensions of the building as built and fully lists the units contained therein and certifying the property lines shown on the plan are the lines dividing existing ownership and the lines of streets and ways shown are those of public or private streets or ways already established and that no new lines for division of existing ownership or new ways are shown. The Site Plan and Floor Plan are hereby incorporated by reference and made a part of this Master Deed.

**6. Use of Building and Units.**

The Units are intended only for residential purposes. Any unit may also be used as a home office/business, but only accessory to such residential use and only it and to the extent such accessory office/business is permitted by applicable zoning. No other use may be made of any Unit without the prior written consent of the Trustees of the Andover Estates Condominium Trust, which trust is hereinafter described. The Building (other than the Units) and the other Common Elements may be used only for such ancillary uses as are required in connection with such purposes.

Five (5) units shall be reserved for sale and occupancy by low or moderate income households ("Affordable Units") as set forth in the Comprehensive Permit and Regulatory Agreement. The Affordable Units are subject to certain restrictions including re-sale price restrictions. In furtherance thereof, a Deed Rider will be attached to and recorded with each Unit Deed for each Affordable Unit, which Deed Rider will, inter alia, provide for the re-sale restrictions.

**7. Amendment of Master Deed.**

This Deed may be amended by vote of at least 75% in beneficial interest of all Unit Owners, case in person or by proxy at a meeting duly held in accordance with the provisions of the Condominium Declaration of Trust; or in lieu of a meeting, any amendment may be approved in writing by 75% in beneficial interest of all Unit Owners.

**8. Name of Condominium.**

The Condominium is to be known as "Andover Estates Condominium". A Condominium Trust through which the Unit Owners will manage and regulate the Condominium has been formed pursuant to said Chapter 183A. The name of the trust is "Andover Estates Condominium Trust". The names of the initial Trustee of the Trust is: Phel-Jas, LLC. The Declaration of Trust contains By-Laws enacted pursuant to said Chapter 183A. The mailing address of the Condominium Trust is 1582 & 1596 Andover Street, Tewksbury, MA 01876.

**9. Determination of Percentages in Common Elements.**

The percentage of undivided interest of the respective Units in the Common Elements have been determined by the approximate relation that the fair value of the unit on the date of the Master Deed bears to the aggregate fair value of all the units.

Such undivided interest in the Common Elements shall not be separated from the Unit to which it appertains, and shall be deemed to be conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

The Affordable Units are being sold for prices which have been reduced from their fair market value to make such Units affordable to persons and families with

low or moderate income. If at any time the price restriction on any Affordable Unit is removed, such Unit may in the future be valued without affordable restrictions. In order to maintain the beneficial interest in the Common Areas and Facilities based on the approximate relation of the fair market value of the Units, said beneficial interest of the newly unrestricted Unit shall be increased and then effective beneficial interest of all the other Units (except those remaining restricted Affordable Units, if any), shall be decreased, retaining their existing proportionality among each other, so that the sum of the beneficial interest of all the Units equals one hundred (100%). Each Unit Owner now or hereafter accepting a deed to any Unit thereby agrees to the foregoing procedures for adjustment of beneficial interest and grants to the Condominium Trustees his or her durable power of attorney, irrevocable and coupled with interest, to execute any such certification to the Master Deed on his or her behalf, whether or not so expressly stated in the Unit Owner's deed or his or her Unit. Each Unit Owner confirms, by acceptance of his or her Unit Deed, that the consent to the foregoing expressed thereby is intended to be that consent required under Section 5(b) of the Chapter 183A (as the same may hereinafter be amended).

#### **10. Encroachments.**

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of: (a) settling of the Building, or (b) alteration or repair to the Common Elements, or (c) as a result of repair or restoration of the Building or a Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings a valid easement shall exist for such encroachment and for the maintenance of the same so long as such Building stands.

#### **11. Pipes, Wires, Flues, Ducts, Cables, Conduits, Public Utility Lines, and other Common Elements Located Inside of Units.**

There will be excluded from the conveyance of each of the Units so much of the Common Elements as is located within each Unit. Each Unit Owner shall have an easement in common with the owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements located in any of the other Units and serving his Unit. The easement in common includes an access easement in favor of the association for access to the heating and air conditioning units, and the individual water meters located within the exclusive use area of each Unit. Each Unit shall be subject to an easement in favor of the owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Condominium Trustees shall have a right of access to each Unit to inspect the same, to remove violations therefrom, and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Building.

#### **12. Units Subject to Master Deed, Unit Deed, Declaration of Trust, and Rules and Regulations.**

All present and future owners, tenants, visitors, servants, and occupants

of Units shall be subject to, and shall comply with, the provision of the Master Deed, the Unit Deed, the Condominium Declaration of Trust, the By-Laws, and the Rules and Regulations, as they may be amended from time to time, the items affecting the title to the Condominium as set forth in Paragraph 1 above, and any easements, takings, restrictions and covenants of record. The recording of a deed or the entering into occupancy of any Unit shall constitute an agreement that: (a) the provisions of this Master Deed, the Unit Deed, the Condominium Declaration of Trust, the By-Laws, the Rules and Regulations, annexed to the Condominium Declaration of Trust, and the floor plans of the Condominium recorded simultaneously with and as a part of this Master Deed, as the foregoing may be amended from time to time, and the said items affecting title to the Condominium, are accepted and ratified by such owner, tenant, visitor, servant, occupant, or any person having at any time any interest or estate in the Unit, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof; and (b) a violation of the provisions of this Master Deed, the Unit Deed, Condominium Declaration of Trust, or Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Condominium Unit Owner.

**13. Sale, Rental and Mortgaging of Units.**

The Declarant reserves to itself and its successors and assigns (a) the right to sell, rent or mortgage Units to any purchaser, lessee or mortgagee upon such terms and conditions as it may deem acceptable without procuring the consent of other Unit Owners or of the Condominium Trustees; (b) the right to transact any business within the Condominium to accomplish the foregoing; and (c) the right to use any Units owned by the Declarant as models for display for the purpose of selling or leasing Units. In the event that there are unsold Units, the Declarant shall have the same rights, as owner of unsold Units, as any other Unit Owner.

**14. Provisions concerning Federal National Mortgage Association (FNMA) and Federal Home Loan Mortgage Corporation (FHLMC).**

Notwithstanding anything to the contrary in this Master Deed, the Condominium Declaration of Trust, the By-Laws or the Rules and Regulations (except Section 18 of this Master Deed which provides that all portions of this Master Deed shall be consistent with said Chapter 183A), the following provisions shall apply for the protection of the Holder of any first mortgage (hereinafter a "First Mortgagee") of record with respect to any Unit, and shall be enforceable by any First Mortgagee:

(a) In the event that the Unit Owners shall amend this Master Deed, the Condominium Declaration of Trust, the By-Laws or the Rules and Regulations to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

(i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or

(ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or

(iii) sell or lease a Unit so acquired by the First Mortgagee;

(b) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses, dues, or other assessments which accrued prior to the acquisition of title to such Unit by such First Mortgagee;

(c) Except as provided by statute in case of condemnation of, or substantial loss by casualty to, the Units and/or the Common Elements, unless all of the First Mortgagees consent, the Unit Owners and the Trustees shall not be entitled to:

(i) by any act or omission, seek to abandon or terminate the Condominium; or

(ii) change the pro rata interest or obligations of any individual Unit for the purpose of:

(1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or

(2) determining the pro rata share of ownership of each Unit in the Common Elements, except that a change in the pro rata interest or obligations of any Individual Unit or Units shall be permissible provided the First Mortgagee(s) of the Unit(s) whose pro rata interest or obligations is (are) changed consent to such change; or

(iii) partition or subdivide any Unit; or

(iv) by any act or omission, seek to abandon partition, subdivide, encumber, sell or transfer the Common Elements, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or

(v) use hazard insurance proceeds collected on account of losses to either the Units or the Common Elements for purposes other than the repair, replacement or reconstruction thereof;

(d) Consistent with the provisions of said Chapter 183A (at such time as the Building is assessed for real estate taxes as separate condominium units rather than as a single rental apartment building), all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

(e) In no event shall any provision of this Master Deed, the Condominium

Declaration of Trust or the By-Laws give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the Common Elements;

(f) A First Mortgagee, upon written request made to the Trustees, shall be entitled to:

(i) receive written notification from the Trustees of any default by its borrower who is an owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Condominium Declaration of Trust or the By-Laws which is not cured within sixty (60) days;

(ii) inspect the books and records of the Condominium Trust at all reasonable times;

(iii) receive an annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;

(iv) receive written notice of all meetings of the Condominium Trust and be permitted to designate a representative to attend all such meetings; and

(v) receive prompt written notification from the Trustees of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage or any proposed taking by condemnation or eminent domain of such Unit or the Common Elements;

(g) No agreement for professional management of the Condominium or any other contract with the Declarant may exceed an initial term of three (3) years, although any such agreement may be renewable for yearly periods after such initial three year term. Furthermore, for as long as applicable regulations by either FHLMC or FNMA shall require, any such agreement provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

(h) Any First Mortgagee who has requested the Trustees to notify them of any proposed action that requires the consent of a specified percentage of First Mortgagees shall be referred to hereinafter as an "Eligible Mortgage Holder." This Master Deed, the Condominium Declaration of Trust, the By-Laws and the Rules and Regulations may not be amended so as to materially adversely affect a First Mortgagee's interest in any of the following matters unless such amendment is approved by all Eligible Mortgage Holders:

(i) voting rights of Unit Owners;

(ii) assessments for common expenses, liens for common expenses or subordination of liens for common expenses;

(iii) reserves for maintenance, repair and replacement of common areas;



- (iv) responsibility of the Trustees for the maintenance, repair and replacement of the common areas;
- (v) reallocation of the percentage of undivided interest in the Common Elements held by the Units (except that a change in the percentage of undivided interest of any individual Unit or Units shall be permissible provided the First Mortgagee(s) of the Unit (s) whose percentage of undivided interest is (are) changed consent to such change;
- (vi) boundaries of any Unit;
- (vii) convertibility of Units into common areas or vice versa;
- (viii) expansion or contraction of the Condominium, or the addition, annexation or withdrawal of the property to or from the Condominium;
- (ix) requirements under this Master Deed or the Condominium Declaration of Trust, if any concerning insurance or fidelity bonds;
- (x) leasing of Units;
- (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer his Unit;
- (xii) a decision by the Trustees to establish self management of the Condominium;
- (xiii) restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than that specified in this Master Deed or the Condominium Declaration of Trust;
- (xiv) the process for terminating the legal status of the Condominium after substantial destruction or condemnation occurs;
- (xv) any provisions that expressly benefit mortgage holders, mortgage insurers or mortgage guarantors.

(i) Any decision by the Unit Owners to terminate the legal status of the Condominium for reasons other than substantial destruction or condemnation of the Condominium shall require the assent of all Eligible Mortgage Holders.

(j) In the event of any conflict between the numerical requirements of FNMA and the numerical requirements of FHLMC with respect to any action or non-action to be taken by the Trustees, or with respect to any other matter, the guideline with the greater numerical requirements shall control.

(k) The Declarant intends that the provisions of this Section 14 shall comply with the requirements of FHLMC and FNMA with respect to condominium mortgage loans, and, except as may be otherwise specifically provided in this Master Deed, all questions with respect thereto shall be resolved so as to be consistent with that intention. Further, notwithstanding any provision of this Master Deed or the Condominium Declaration of Trust to the contrary, the Declarant shall, so long as the Declarant is the owner of one or more Units in the Condominium, have the absolute right to amend this Master Deed from time to time to facilitate the financing of the purchase of a Unit, as requested by FHLMC, FNMA or any proposed first mortgagee, but only so far as necessary to conform the Condominium or the provisions of this Master Deed to the rules, regulations, and guidelines of FNMA, FHLMC or any other similar entity which is or may become involved in the insurance or granting of mortgages, or the purchase of mortgages on the so-called "secondary market", such amendment to become effective when signed and acknowledged by the Declarant and recorded with the Middlesex North Registry of Deeds; provided, however, that in no event shall any such amendment adversely affect either the substantive rights of any Unit Owner to and enjoy either his or her Unit or the Common Elements in any material way; and provided further that the Declarant provide the Trustees with the text of any such amendments and the recording information for any such amendments.

The provisions of this Section 14 may not be rescinded or amended, in any manner, which is detrimental to the interests of a First Mortgagee without the written consent of all First Mortgagees.

Any certificate signed by the Trustees (or only one (1) Trustee if there is only one at the time) setting forth as fact any matters concerning the consents or votes of First Mortgagees or Eligible Mortgage Holders with respect to this Section 14, when duly acknowledged and recorded with the Middlesex North 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.

#### **15. Invalidity.**

The invalidity of any provision of this Master Deed shall not be deemed to impair or affect the validity of the remainder of this Master Deed, and in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

#### **16. Waiver.**

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches, which may occur.

#### **17. Captions.**

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

#### **18. Conflicts.**

Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

#### **19. Architectural Integrity.**

The architectural integrity of the Building shall be preserved without modification which shall include and insure, inter alia, that the roof and various cosmetics are the same color and texture, and to that end, without limiting the generality of the foregoing, no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Building or attached to or exhibited through a window of the Building, and no painting or other decorating shall be done on any exterior part or surface of the Building, unless the same shall have been approved by the Trustees of the Residences at Maxwell Green Condominium Trust in accordance with the provisions of said Condominium Trust and shall conform to the conditions set forth in said Condominium Trust.

#### **20. Phasing.**

1. The Declarant shall have the right to complete construction of the additional eighteen (18) Units of the Condominium which are the Second, Third and Fourth phases and shall consist of eighteen (18) additional condominium units which, when completed, shall bring the total number of Units in the Condominium to twenty (20). When the Second, Third and Fourth Phases shall be sufficiently completed to permit the preparation of "as-built" plans as required by Chapter 183A an amendment to this Master Deed adding the units of the Second, Third and Fourth Phases to the Condominium ("Phasing Amendment") shall be recorded with the Middlesex North Registry of Deeds and said amended shall become part of this Master deed and the Declaration of Trust to the Condominium. The Declarant reserves the right and easement during construction of the buildings and improvements to the Second, Third and Fourth Phases and the completion of all common areas, to pass and repass over the land described in Exhibit A and the Condominium, including the right to store equipment and supplies thereon and to park construction equipment and trailers thereon for use as construction and/or sales offices so far as the same are necessary or convenient for said construction and a right and easement to use all ways, driveways, parking areas, garages and walkways affording access to and from the areas on which construction is being performed.

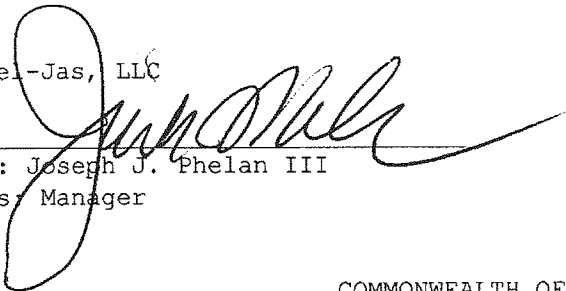
2. Incidental to the recording of the Phasing Amendment so as to add the Second, Third and Fourth Phases to the Condominium, Exhibit B to this Master Deed shall be amended to describe the Buildings and other improvements added to the Condominium by the recording of such Phasing Amendment. Exhibit C to this Master

deed shall be amended to describe the Units added by said Amendment and show each Units' then revised percentage interest in the common areas of the Condominium. Such new allocable interest shall be calculated based upon the relation of the approximate fair values of each unit to the then aggregate approximate fair value of all the Units on the date of recording said Phasing Amendment. The percentage interest of all Units which were previously part of the Condominium shall be reduced by their pro rata share of the interest allocated to the added units. The fair value of each unit shall be determined by the Declarant in its sole judgment based on size, layout, location in Condominium, exclusive use rights and such other factors, in Declarant's sole judgment, affect the value thereof. In any event, the allocation of percentage interests in the common areas and facilities shall be made in accordance with the requirements of said Chapter 183A and shall be fair and equitable proportions. Each Unit Owner and holder of a mortgage on any Unit shall be, by his/her/their acceptance of a deed (or mortgage) to a Unit in the Condominium, be deemed to have consented to any change and recalculation of percentage interests listed in Exhibit C of this master deed and to have waived any right to object to or contest any such change or recalculation unless such change or recalculation is manifestly unfair or inequitable with respect to such Unit.

3. Any Phasing Amendment shall comply with the provisions of Chapter 183A of then General Laws. The rights and easements reserved to Declarant in this Master Deed to add a Second Phase shall expire, to the extent that the Phase shall not have been added to the condominium, on the seventh anniversary of the recording of this Master Deed.

WITNESS the execution hereof, under seal, this 9 day of December 2011.

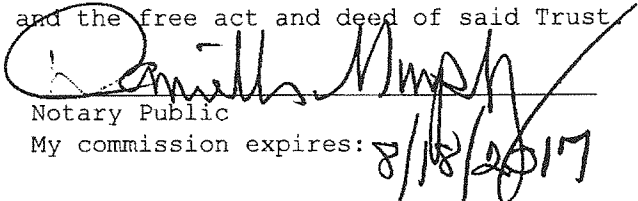
Phel-Jas, LLC

  
By: Joseph J. Phelan III  
Its Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS

On this 9 day of December, 2011, before me personally appeared Joseph J. Phelan III, who proved to me through satisfactory evidence of identification, which was Mass license to be the person whose name is signed above and acknowledged to me that he signed in voluntarily for its stated purpose on behalf of said Trust, and acknowledged said instrument and execution thereof, to be his free act and deed in said capacity and the free act and deed of said Trust.

  
Notary Public

My commission expires: 8/18/2017

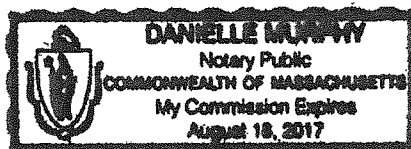


EXHIBIT A

Legal Description

PARCEL ONE

The land with the buildings thereon located on the northeasterly side of Andover Street, Tewksbury, Massachusetts, being shown as "Lot 5.08 acres", on a plan of land in Tewksbury, Massachusetts, for Vincent L. and Louise S. Boyland, October 6, 1956, Dana F. Perkins & Sons, Inc., Civil Engineers and Surveyors, recorded in the Middlesex North District Registry of Deeds in Plan Book 88, Plan 121 and being further bounded and described as follows:

- SOUTHERLY                    in two courses measuring one hundred eighty – nine and 90/100 feet, and forty-six and 93/100 feet by Andover Street;
- EASTERLY                    ninety feet: and again
- SOUTHERLY                    in two courses measuring one hundred forty –two and 98/100 feet and two hundred thirty- six and 90/100 feet as shown on said plan;
- SOUTHEASTERLY            four hundred ninety-nine and 74/100 feet by land of Robert F. Carson on said plan;
- NORTHEASTERLY            three hundred and 83/100 feet by land of New England Power and Service Corporation on said plan; and
- NORTHWESTERLY            in two courses measuring seven hundred twenty-one and 75/100 feet and two hundred eighty-five and 86/100 feet by land of Emma May Kittredge on said plan.

For title, see deed of Mary M. Hinckley, surviving Trustee of the Janer Realty Family Trust to Phel-Jas, LLC, dated January 21, 2004 and recorded with the Middlesex North District Registry of Deeds in Book 16778, Page 87.

## PARCEL TWO

Parcel 1        The land in Tewksbury, with buildings thereon situated on the northeasterly side of Andover Street, containing 11,232 square feet being shown on a plan entitled " Plan of Land in Tewksbury, Massachusetts, belonging to Duncan J. Cameron and Gertrude M. Cameron surveyed July 16, 1946, by Brooks, Jordan R. Graves, CE" bounded as follows: Southwesterly by said Andover Street one hundred sixteen and 86/100 feet, Westerly ninety feet , Northeasterly one hundred thirty five and 21/100 feet; and Southeasterly ninety feet, all by land supposed to belong now or formerly to Duncan J. Cameron and Gertrude M. Cameron; be said contents any and all of said measurements more or less or however otherwise said premises may be measured, bounded or described. Subject to taking by Middlesex County Commissioners to relocate said Andover Street, evidence of which is recorded with Middlesex North Registry of Deeds in Book 568, Page 297.

Parcel 2        the land in said Tewksbury situated in that part thereof known as North Tewksbury and on the northeasterly side of Andover Street and bounded as follows: beginning at the Southwesterly corner thereof on said Andover Street and at land conveyed by Duncan J. Cameron and Gertrude M. Cameron by deed dated August 12, 1946 and recorded in Middlesex North Registry of Deeds in Book 1048, Page 595 and running in an Easterly direction along Andover Street seven feet; thence turning and running in a Northeasterly direction and parallel with Easterly boundary of Anderson land one hundred and three feet; thence turning and running in a Southwesterly direction to the point of the northwest corner of Anderson land; thence turning and running in an Easterly direction along the Northerly border of Anderson land one hundred thirty-five and twenty-one one hundredths (135.21) feet; thence turning and running Southeasterly along the easterly border of said Anderson land ninety feet to the point of beginning.

Parcel 3        A certain parcel of land situated in said Tewksbury on the northeasterly side of Andover Street, bounded and described as follows: beginning at a point on the northerly line of said Andover Street at the southwesterly corner of the granted premises and at the southeasterly corner of a parcel of land conveyed by Duncan J. Cameron at tux by deed dated December 22, 1954 and recorded with the Middlesex North Registry of Deeds, Book 1279, Page 520; thence running along said land in a Northerly direction 103 feet to the northeasterly corner of said land; thence easterly in a line parallel to the northerly line of Andover Street and 103 feet distance therefrom to a stone wall at land now or formerly of one Carson; thence Southwesterly along said Carson land by a stone wall to the northerly line of said Andover Street; thence westerly along said Andover Street 117 feet more or less to the point of beginning.

For title, see deed of Barry Doherty, a/k/a Barry N. Doherty to Phel-Jas, LLC, dated March 3<sup>rd</sup>, 2008 and recorded with the Middlesex North District Registry of Deeds in Book 21987, Page 242.

Exhibit B

DESCRIPTION OF BUILDING AND OTHER  
IMPROVEMENTS COMPRISING PHASE I OF THE CONDOMINIUM

- A. Number of Unit:  
a. Two (2) Units known as Unit 1 & Unit 2
- B. Number of Floors in Building:  
a. Basement, 1<sup>st</sup> Floor, 2<sup>nd</sup> Floor, 3<sup>rd</sup> Floor
- C. Layout of Buildings  
a. Unit 1 consists of Basement and 1<sup>st</sup> Floor  
b. Unit 2 consists of 2<sup>nd</sup> & 3<sup>rd</sup> Floor
- D. Construction of Building  
(type of construction and material):
1. Exterior facade and walls:  
Cement foundation, wood framing and vinyl siding
  2. Roof: Architectural shingles and Rubber roof
  3. Floors: Wood joist with wood board
  4. Ceiling and walls: Plaster
  5. Types of windows and deck doors: Vinyl replacement  
and double hung wood and vinyl windows
  6. Exterior decks and porches: Wood
- E. Location of:
1. Utility meters  
a. Water Meters and Sewer Pipes for Unit 1 & 2 are in the basement
- F. Method of supplying heat to Units and location of equipment  
which generates heat:
1. Units 1 & 2  
a. Type of Heat: Gas



G. Method of supplying hot water to Units and location of equipment which heats water: Gas

1. Units 1 & 2
  - a. Method of Supplying: Individual Meters
  - b. Location: Exterior of the Condominium Building

H. Method of supplying air conditioning to Units and location of the air conditioning which supplies the units:

1. Unit 1: Individual Condenser to each Unit
2. Unit 2: Individual Condenser to each Unit

I. Parking facilities' description and location:

1. Unit 1: Driveway Adjacent to the Unit
2. Unit 2: Driveway Adjacent to the Unit

Exhibit C

UNIT DESIGNATIONS  
PHASE I

<u>UNIT DESIGNATION</u>	<u>LOCATION WITHIN BUILDING</u>	<u>APPROXIMATE PERCENTAGE INTEREST IN COMMON AREAS</u>	<u>NUMBER OF ROOMS*</u>	<u>AREA IN SQUARE FEET**</u>
Unit 1	Basement, 1 <sup>st</sup> Floor	40%	8	1340
Unit 2	2 <sup>nd</sup> , 3 <sup>rd</sup> Floor	60%	10	2060

Number of rooms includes bedroom, bathroom, kitchen, living room, sunroom and dining room, each has a separate room, but excludes the patio, balcony, roof, closet, crawl space, and foyer.

\*\* Approximate square footage excludes the area of the porches, decks, basements and roofs.

Andover Estates Condominium Trust

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**Declaration of Trust**

This Declaration of Trust made this 9 day of December, 2011, Phel-Jas, LLC, Trustee Andover Estates Condominium Trust the "Declarant") with a principal place of business at 120 Lumber Lane, Tewksbury, MA 01876 (the "Declarant").

WITNESSETH:

**ARTICLE I**

**Name of Trust**

The Trust hereby created shall be known as "Andover Estates Condominium Trust", and under that name, so far as legal, covenant and practicable, shall all business carried on by the Trustees be conducted and shall all instruments in writing by the Trustees be executed.

**ARTICLE II**

**The Trust and Its Purpose**

Section 1. All of the rights and powers in and with respect to the common areas and facilities (hereinafter called the "Common Elements") of the Andover Estates Condominium (hereinafter called the "Condominium"), established by a Master Deed of even date and recorded herewith, which are by virtue of the provisions of Chapter 183A of the Massachusetts General Laws conferred upon or exercisable by the organization of unit owners of the Condominium, and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder shall vest in the Trustees as joint tenants, with right of survivorship, as Trustees of this Trust, in trust to exercise, manage, administer and dispose of the same, exclusive of the common areas, and to receive the income thereof for the benefit of the owners of record from time to time of units of the Condominium (hereinafter called the "Unit Owners"), according to the schedule of beneficial interest set forth in the Master Deed, as provided in Article IV, Section 1, hereof, and in accordance with the provisions of said Chapter 183A, this Trust being the organization of the Unit Owners established pursuant to the provisions of said Chapter 183A for the purposes therein set forth.

Section 2. It is hereby expressly declared that a trust and not a partnership has been created and that the Unit Owners are beneficiaries and not partners or associates or any other relation whatever among themselves with respect to the trust property, and hold no relation to the Trustees other than as beneficiaries, with only such rights as are conferred upon them as such beneficiaries hereunder and under and pursuant to the provisions of said Chapter 183A.

**ARTICLE III**

**The Trustees**

Section 1. There shall be a Board of Trustees hereunder consisting initially of one (1) individual chosen by Phel-Jas, LLC (the "Declarant"), each to serve for a term which shall expire at the initial annual meeting of Unit Owners unless such term shall expire earlier, as hereinafter provided. The initial Trustee so chosen is: Phel-Jas, LLC, 120 Lumber Lane, Tewksbury, Ma 01876. The initial Trustees shall remain in place until the later of five (5) years from the date hereof or the sale of 80% of the Condominium Units to a third party buyer. Any vacancy in the office of a Trustee appointed by the

Declarant shall be filled by the Declarant.

At the initial annual meeting of the Unit Owners, if the Declarant shall no longer own any of the Condominium Units, the aforementioned initial Trustee shall resign and three (3) new Trustees shall be elected by the other Unit Owners; said Trustees shall serve for staggering terms of two (2) years with one of the first three appointed trustees serving only a one (1) year

The Board of Trustees shall consist of three (3) Trustees.

Each vacancy in the office of a Trustee shall be filled by instrument in writing setting forth: (a) the appointment of a natural person to act as such Trustee, signed: (i) by the Declarant (if the vacancy is in the office of a Trustee chosen by the Declarant) or by Unit Owners (in the case of a vacancy in the office of a Trustee not chosen by the Declarant) with each Unit Owner choosing its own trustee or (ii) if the Unit Owner so entitled to choose its own Trustee has not within thirty (30) days after the occurrence of such vacancy made such appointment, by the sole remaining Trustee if there be only one; and (b) the acceptance of such appointment, signed and acknowledged by the person so appointed. Such appointment shall become effective upon the filing with the Middlesex North Registry of Deeds of a certificate of such appointment, signed and accepted as aforesaid, and such person shall then be and become such Trustee and shall be vested with the title to the trust property, jointly with the remaining or surviving Trustee, without the necessity of any act of transfer or conveyance. If for any reason any vacancy in the office of Trustee shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any Unit Owner and notice to all Unit Owners and Trustees and to such other parties in interest, if any, to whom the court may direct that notice be given.

The foregoing provisions of this Section to the contrary notwithstanding, despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining of surviving Trustees, subject to the provisions of the immediately following Section, shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

Section 2. In any matters relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred, the Trustees may act by a unanimous vote at any duly called meeting at which a quorum is present as provided in Paragraph A of Section 6 of Article V.

The Trustees may also act without a meeting by instrument signed by all Trustees.

Section 3. Any Trustee may resign at any time by instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds, and such resignation shall take effect upon the recording of such instrument with said Registry of Deeds. After reasonable notice and opportunity to be heard before the Board of Trustees, a Trustee (except a Trustee chosen by the Seller) may be removed from office, with or without cause, by an instrument in writing signed by Unit Owners entitled to more than seventy-five (75%) of the beneficial interest, such instrument to take effect upon the recording thereof with said Registry of Deeds.

Section 4. No Trustee named or appointed as herein before provided, whether as original Trustee or as successor to or as substitute for another, shall be obligated to give any bond or surety or other security for the performance of any of his duties hereunder, provided, however, that Unit Owners entitled to more than seventy-five (75%) of the beneficial interest

hereunder 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 a 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.

Section 5. No Trustee herein before named or appointed as herein before provided shall under any circumstances or 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 or accountable for more money or other property than he actually receives, or for allowing one or more of the other Trustees to have possession of the Trust books or property, 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 interest or gain or by reason of anything except his own personal and willful malfeasance and default.

Section 6. 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 contracting 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 in any way interested 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 relationship hereby established, provided the Trustee shall act in good faith and shall disclose to the other Trustees the nature of his interest before the dealing, contract, or arrangement is entered into.

Section 7. The Trustees and each of them 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, including, without limitation, liabilities in contract and in tort and liabilities for damages, penalties and fines. 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.

Section 8. The Trustees shall elect from their number, at the annual meeting of the Trustees, a Chairman, Treasurer, and Secretary, who shall have such duties as are determined by the Trustees.

Section 9. The compensation of the Trustees shall be determined at each annual meeting of Unit Owners, except for the original Trustees chosen by the Declarant who agree to serve without compensation.

#### ARTICLE IV

##### Beneficiaries and the Beneficial Interest in the Trust

Section 1. The beneficiaries shall be the Unit Owners of the Condominium, for the time being. The beneficial interest in the Trust hereunder shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium, all as set forth in Exhibit C of the Master Deed, incorporated herein by reference with the same force and effect as though fully set forth in the body of this instrument.

Section 2. The beneficial interest of each Unit of the condominium shall

be held and exercised as a unit and shall not be divided among several owners of any such Unit. To that end, whenever any of said Units is owned of record by more than one person, the several owners of such Unit shall: (a) 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 hereunder; and (b) 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 of such notice, 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 Board of Trustees may, by majority vote, designate any one of such owners for such purposes.

Section 3. A Unit Owner may vote in person or by a written proxy dated no earlier than six (6) months prior to the date of the meeting at which such vote is taken. A proxy purporting to be executed by or on behalf of a Unit Owner shall be deemed valid unless challenged at or prior to its exercise. A proxy with respect to a Unit held in the names of two or more persons shall be valid if executed by one of them, unless at or prior to the exercise of the proxy, the Trustees receive specific notice to the contrary from any one of said persons.

## 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:

#### Section 1. Powers and Duties of Trustees.

The Board of Trustees shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Master Deed or by this Trust may not be delegated to the Board of Trustees by the Unit Owners. Such powers and duties of the Board of Trustees shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep and maintenance of the Common Elements (as hereinafter defined).

(b) Determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Condominium.

(c) Collection of the common charges from the Unit Owners.

(d) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.

(e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Condominium.

(f) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.

(g) Leasing, managing and otherwise dealing with such community facilities as may be provided for in the Master Deed as being common areas and facilities ("Common Elements").

(h) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to it or purchased by it as the result of enforcement of the

lien for common expenses, or otherwise.

(i) Obtaining of insurance for the Condominium, including the Units, pursuant to the provisions hereof.

(j) Making of repairs, additions and improvements to, or alterations of, the Condominium, and repairs to and restoration of the Condominium in accordance with the other provisions of this Trust.

(k) The Board of Trustees shall have the power to enforce obligations of Unit Owners; to enforce the rules and regulations of the Condominium; to allocate income and expenses; and to do anything and everything else necessary and proper for the sound management of the Condominium. In case of persistent violation of the rules and regulations by a Unit Owner, the Board of Trustees shall have the power to require such Unit Owner to post a bond to secure adherence to the rules.

(l) Purchase or lease a Unit for use by a resident manager.

(m) Grant or relocate easements.

(n) Enter into management contracts for the management of the Common Elements.

(o) Where two adjacent Units located on the same floor are owned by the same Unit Owner, the Board of Trustees shall have the power to authorize the said Unit Owner, at his own cost and expense and at his own risk, to: (1) construct doors, doorways and entrances in walls which are part of the Common Elements between said adjacent Units; and (2) remove all or portions of walls which are part of the Common Elements between said adjacent Units; provided that such work does not structurally weaken the Building or interfere with pipes, wires, ducts, or conduits located with said walls.

(p) The agents of the Board or the managing agent, and any contractor or workman authorized by the Board of Trustees or the managing agent, enter any room or Unit in the buildings at any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such Unit and for the purpose of performing work.

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

(r) The Board of Trustees, or its designated agent, may retain a pass key to each Unit.

(s) Each Unit Owner assumes responsibility for such Unit Owner's own safety and that of such Unit Owner's family, guest, agents, servants, employees, licensees and lessees.

## **Section 2. Common Expenses, Profits and Funds.**

A. Each Unit Owner shall be liable for common expenses and shall be entitled to common profits of the Condominium according to his respective percentage of undivided interest in the Common Elements as set forth in



Exhibit C of the Master Deed which is incorporated herein by reference with the same force and effect as though fully set forth in the body of this instrument. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees may, 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 the following Section 3, 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.

B. At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the Board of 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 assessment, and each Unit Owner thereafter shall pay one-twelfth of his share of the estimated common expenses monthly in advance on the first day of each month. In the event that the Board of Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, the Board of 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 aforesaid. The Board of Trustees may in its discretion provide for payments of statements in monthly or other installments. In order to create a reserve fund for future contingencies, the Board of Trustees may assess from time to time, in addition to the foregoing assessments, each Unit Owner for a sum or sums sufficient to provide the Condominium Trust with sufficient capital to meet emergencies and other contingencies. The amounts due hereunder, together with interest thereon, if not paid when due, at a rate equal to three percent (3%) above the Bank of America, N.A. prime rate then in effect, shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to the provisions of Section 6 of said Chapter 183A.

C. The Board of Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by the provisions of said Chapter 183A.

### **Section 3. Insurance.**

A. 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, naming as the insured, and with loss proceeds payable to, the Trustees hereunder, as Insurance Trustees for all of the Unit Owners and their respective mortgagees, as their interests may appear, such insurance to cover the Units, all other portions of the buildings, and all other insurable improvements forming part of the Common Elements; but not including: (a) the furniture, furnishings or other personal property of the Unit Owners, whether within the Units, or elsewhere; or (b) improvements within a Unit made by the Owners thereof subsequent to the first sale of such Unit by the Seller, as to which it shall be the separate responsibility of the Unit Owners to insure. Such insurance shall, unless the same is not obtainable, be maintained in an amount equal to not less than the replacement value (exclusive of foundations), as determined by the Trustees, of the insured property, 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 determine to be appropriate, including, but not limited to,

vandalism, malicious mischief, windstorm and water damage, earthquake, and boiler and machinery explosion or damage.

B. All policies of casualty or physical damage insurance shall, unless the same is not obtainable, provide: (a) that such policies may not be cancelled, terminated or substantially modified without at least twenty (20) days' written notice to the insureds; (b) that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such election may not be exercisable without the approval of the Trustees and may not be exercisable if in conflict with the terms of the Trust or these By-Laws; (c) for waiver of subrogation as to any claims against the Trust, the Trustees, the manager, agents, employees, the Unit Owners and their respective employees, agents and guests; (d) for waivers of any defense based upon the conduct of any insured; and (e) in substance and effect that the insurer shall not be entitled to contribution as against any casualty insurance for which may be purchased separately by Unit Owners.

C. The Trustee or Trustees hereunder designated as Insurance Trustee or Trustees 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 the following Section 4 of this Article V. With respect to losses which affect portions or elements covered by such insurance of more than one Unit to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Trustees in their judgment, in a fair and equitable manner.

D. The Trustees shall also so obtain and maintain, unless the same is not obtainable, master policies of insurance with respect to the Common Elements for the benefit and protection of the Trustees and all of the Unit Owners, for: (a) comprehensive public liability; (b) workmen's compensation and employees liability with respect to any manager, agent, or employee of the Trust; (c) elevator liability and collision; and (d) such other risks as the Trustees in their discretion deem it appropriate to insure. All such insurance shall be in such amounts and form as the Trustees shall in their discretion deem appropriate, and shall, insofar as practicable, contain provisions as above set forth with respect to non-cancellation, waiver of subrogation, waiver of defense based on conduct of any insured, and non-contribution. Such insurance shall not cover the liability of any Unit Owner as to claims arising out of incidents occurring within his own Unit, but shall be the responsibility of each Unit Owner to maintain public liability insurance therefor. The Trustees may elect to include the managing agent of the Condominium as a party insured under policies of insurance described in this Paragraph D.

E. The cost of all such insurance obtained and maintained by the Trustees pursuant to the provisions of this Section 3 shall be a common expense.

#### **Section 4. Rebuilding and Restoration; Improvements.**

A. In the event of any casualty loss to the trust property, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten percent (10%) of the value of the Condominium immediately prior to the casualty, and shall notify all Unit Owners of such determination. If such loss as so determined does not exceed ten percent (10%) of such value, the Trustees shall proceed, without notice to the Unit Owners, with the necessary repairs, rebuilding, or restoration. If said casualty loss exceeds ten percent (10%) of the value of the Condominium prior to the casualty, and:

(a) If seventy-five percent (75%) in interest of the Unit Owners do not agree within 120 days after the date of the casualty to proceed with repair or restoration, 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. The net proceeds of a partition sale, together with any common funds including the proceeds of any insurance, shall be divided in proportion to the Unit Owner's respective undivided ownership in the Common Elements. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A of the Massachusetts General Laws.

(b) If seventy-five percent (75%) in interest 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 cost exceeds ten percent (10%) of the value of the Condominium prior to the casualty, any Unit Owner who did not so agree may apply to the Superior Court of Middlesex County, on such notice to the Trust as the Court shall direct, for an order directing the purchase of his Unit by the Trust at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

B. If fifty percent (50%) or more, but less than seventy (75%) in interest of the Unit Owners agree to make an improvement to the Common Elements, the cost of such improvements shall be borne solely by the Unit Owners so agreeing. Seventy-five percent (75%) or more in interest of the Unit Owners may agree to make an improvement to the Common Elements 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, any Unit Owner not so agreeing may apply to the Superior Court of Middlesex County, on such notice to the Trust as the Court shall direct, for an order directing the purchase of his Unit by the Trust as fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

#### **Section 5. Rules and Regulations.**

The Board of Trustees has adopted the Rules and Regulations set forth in Schedule A annexed hereto and made a part of this Trust, governing the details of the operation and use of the Common Elements, and containing such restrictions on and requirements respecting the use and maintenance of the Common Elements 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 Board of Trustees, the Board of Trustees may at any time and from time to time amend, modify and rescind the Rules and Regulations.

#### **Section 6. Meetings.**

A. The Board of Trustees shall meet annually on the third Tuesday of March, and immediately following, the annual meeting of the Unit Owners, and at such meeting shall elect the Chairman, Treasurer, and Secretary herein before provided for. Other meetings may be called by the Chairman and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting, stating the place, day and hour thereof, shall be given at least four (4) days before such meeting to each member of the Board of Trustees. Three Quarters (3/4) of the number of Trustees shall constitute a quorum at all meetings, and such meetings shall be conducted in accordance with such rules as the Board of Trustees may adopt.

B. Commencing with the calendar year 2012 there shall be an annual meeting of the Unit Owners on the third Tuesday of March in each year, at 7:30 p.m., at the Condominium premises or at such other reasonable place and time 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 The Board of Trustees or by the Unit Owners upon the written request of Unit Owners entitled to more than thirty-three percent (33%) of the beneficial interest hereunder. 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 so state and reasonably specify such matter. A quorum of Unit Owners shall consist of the holders of at least fifty percent (50%) of the beneficial interest hereunder.

**Section 7. Notices to Unit Owners.**

Every notice to any Unit Owner required under the provisions hereof, or which may be deemed by the Trustees necessary or desirable in connection with the execution of the trust created hereby 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 of the Trustees to such Unit Owner by leaving such notice with him at his residence in the Condominium or by mailing it, postage prepaid, 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 the happening of the matter, thing or event of which such notice is given, or such longer period of time as may be required by the specific terms of this instrument. Unit Owners may waive notice by duly executing an appropriate waiver of notice.

**Section 8. Inspection of Books; Reports to Unit Owners.**

Books, accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees and the Unit Owners at all reasonable times. The Trustees shall as soon as reasonably possible after the close of each fiscal year, or oftener 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 only 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 registered or certified mail within a period of one (1) month of the date of receipt by him, shall be deemed to have assented thereto.

**Section 9. Checks, Notes, Drafts, and Other Instruments.**

Checks, notes, 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.

**Section 10. Seal.**

The seal of the Trustees shall be circular in form, bearing the inscription: "Andover Estates Condominium Trust", but such seal may be altered by the Trustees, and the Trustees may, at any time or from time to time, at their option, adopt a common or wafer seal which shall be valid for all purposes.

**Section 11. Fiscal Year.**

The fiscal year of the Trust shall be the calendar year.

## **Section 12. Maintenance of Units.**

The Unit Owners shall be responsible for the proper maintenance and repair of the interior of their respective Units. If a majority of the Trustees shall at any time in their reasonable judgment determine that the interior of a Unit is in such need of maintenance, painting or repair that the market value of an adjacent Unit or Units is being adversely affected, or that the condition of a Unit or any fixtures, furnishing, facility or equipment thereof is hazardous to any Unit or the occupants thereof, the Trustees shall in writing request the Unit Owner to perform the needed maintenance, painting or repair, or otherwise 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 brought to diligent completion, the Trustees shall be entitled to have access to the Unit and to have the work performed for the account of such Unit Owner whose Unit is in need of work, and the cost thereof shall constitute a lien upon such Unit, and such Unit Owner shall be personally liable therefor, provided that the lien thus created shall be subordinate to first mortgages of record.

## **ARTICLE VI**

### **Rights and Obligations of Third Parties Dealing With the Trustees; Limitation of Liability**

**Section 1.** No purchaser, mortgagee, lender, or other person dealing with the Trustees as they then appear of record in said Registry of Deed shall be bound to ascertain or inquire further as to the persons who are then Trustees hereunder or be affected with any notice, implied or actual, otherwise than by a certificate thereof, and such record or certificate shall be conclusive evidence of the personnel of said Trustees and of any changes therein. The receipts of the Trustees, or any one or more of them, shall be effectual discharges therefrom to the persons paying or delivering the same and no person from whom the Trustees, or any one 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 the 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 or any one or more of them purporting to be done in pursuance of any of the provisions or powers herein contained, or as to the regularity of the resignation or appointment of any Trustee, and any instrument of appointment of a new Trustee or discharge of a Trustee purporting to be executed by the Trustees, Unit Owners or other persons herein required to execute the same, shall be conclusive evidence in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation or appointment or the occasion thereof.

**Section 2.** 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 payment under such contract or claim, or

for the payment of 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 the Unit Owners under the provisions of Section 7 of Article III hereof or under the provisions of said Chapter 183A.

**Section 3.** 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 hereof, whether or not express reference shall have been made to this instrument.

**Section 4.** This Declaration of Trust and any amendments thereto and any certificate herein required to be recorded, and any other certificate or paper signed by said Trustees or any of them which it may be deemed desirable to record, shall be recorded with said Middlesex North Registry of Deeds such record shall 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 hereunder, 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 said Registry of Deeds. Any certificate signed by the Trustees in office at the time, 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 to do any act, when duly acknowledged and recorded with said Middlesex North 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 and of the existence of the facts therein set forth.

## ARTICLE VII

### Amendments and Termination

**Section 1.** The Trustees, with the consent in writing of Unit Owners entitled to more than fifty percent (50%) of the beneficial interest hereunder, may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change shall be valid or effective: (a) which is made without the consent of the Seller prior to the date on which the Seller ceases to be entitled to twenty percent (20%) of the beneficial interest hereunder; (b) according to the purport of which the percentage of the beneficial interest hereunder of any Unit Owner would be altered, other than by consent of all of the Unit Owners, or in any manner or to any extent whatsoever modified or affected so as to be different than the percentage of the individual interest of such Unit Owner in the Common Elements as set forth in the Master Deed; or (c) which would render this Trust contrary or inconsistent with any requirements or provisions of said Chapter 183A. Any amendment, alteration, addition or change pursuant to the foregoing

provisions of this Section shall become effective upon the recording with said Middlesex North Registry of Deeds of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds, by the Trustees setting forth in full the amendment, alteration, addition, or change, and reciting the consent of the Unit Owners herein required to consent thereto. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition, or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons, and for all other purposes.

**Section 2.** The Trust hereby created shall terminate only upon the removal of the Condominium from the Provisions of Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said Chapter.

**Section 3.** Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of said Chapter 183A, sell and convert into money the whole of the trust property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them which shall be conclusive, all other property then held by them in trust hereunder to the Unit Owners according to their respective percentages of beneficial interest, as shown in Schedule A of the Master Deed. In making any sale under the provisions of this Section 3, the Trustees shall have the power to sell or vary any contract of sale and resell without being answerable for loss, and, for said purposes, to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of trust property may have passed.

## ARTICLE VIII

### Sale of Units

**Section 1. No Severance of Ownership.** No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his 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 Interests of all Units.

"Appurtenant Interests", as used herein, shall include: (i) the undivided interest of a Unit Owner in the Common Elements; (ii) the exclusive license of a Unit Owner for one or more balconies, one or more indoor parking spaces (if included in his Unit Deed), and one or more storage rooms (if included in his Unit Deed); (iii) the interest of such Unit Owner in any Units theretofore acquired by the Trustees, or their designee, on behalf of all Unit Owners, or the Proceeds of the sale or lease thereof, if any; and (iv) the interest of such Unit Owner in any other assets of the Trust.

Notwithstanding anything to the contrary herein contained, a Unit Owner

may, with the prior written consent of the Board of Trustees, convey his license to use one or more parking spaces or one or more storage rooms appurtenant to the Unit without conveying his Unit as a part of such transaction; there by severing ownership of the parking spaces or storage rooms from ownership of the Unit.

**Section 2. Financing of Purchase of Units by Trustees.** With the prior approval of a majority in interest of the Unit Owners, the Trustees may acquire Units of the Condominium. Acquisition 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 beneficial interest, as a common charge; 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 Units with Appurtenant Interests so to be acquired by the Trustees.

**Section 3. Waiver of Right of Partition.** 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.

**Section 4. Payment of Assessments.** No Unit Owner shall convey, mortgage, pledge, hypothecate, sell, or lease his Unit unless and until he shall have paid in full to the Trustees all unpaid common charges theretofore assessed by the Trustees against his Unit and until he shall have satisfied all unpaid liens against such Unit.

## ARTICLE IX

### Disputes

Any Unit Owner aggrieved by any decision or action of the Trust in the administration of the Condominium may, within thirty (30) days of the decision or action of the Trust, appoint an arbitrator who shall be a member of the American Arbitration Association with not less than seven (7) years' experience as an arbitrator. With ten (10) days after notice of such appointment, the Trust shall appoint another such arbitrator, and the two so chosen shall within ten (10) days thereafter choose a third such arbitrator. A majority of such arbitrators shall be entitled to decide any such matter, and their decision shall be rendered within thirty (30) days of the appointment of the third arbitrator. Such decision, subject to Chapter 251 of the General Laws of Massachusetts, as from time to time amended, shall be final and conclusive on all persons.

## ARTICLE X

### Construction and Interpretation

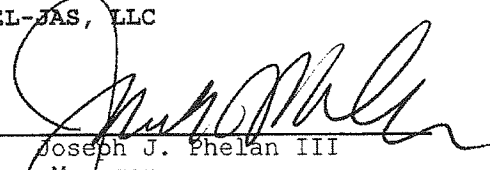
In the construction hereof, whether or not so expressed, words used in the singular or in the plural, respectively, include both the plural and singular; words denoting males include females; and words denoting persons include individuals, firms, associations, companies (joint, stock or otherwise), trusts and corporations; unless a contrary intention is to be inferred from or required by the subject matter or context. The captions of Articles and Sections are inserted only for the convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation, or effect hereof.

All of the trusts, powers, and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts.



IN WITNESS WHEREOF, the said Trustee has hereunto set his hand and seal on the day and year first above written.

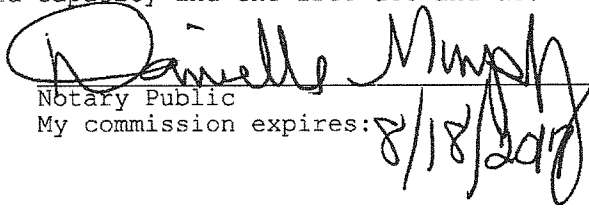
PHEL-JAS, LLC

  
By: Joseph J. Phelan III  
Its: Manager

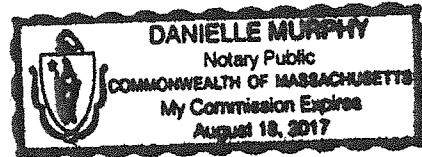
COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS

On this 9 day of December 2011, before me personally appeared Joseph J. Phelan III, who proved to me through satisfactory evidence of identification, which was Mass license to be the person whose name is signed above and acknowledged to me that he signed in voluntarily for its stated purpose on behalf of said Trust, and acknowledged said instrument and execution thereof, to be his free act and deed in said capacity and the free act and deed of said Trust.

  
Notary Public

My commission expires: 8/18/2017



## Schedule A

### Rules and Regulations

1. No use shall be made of the Common Elements except as permitted by the Board of Trustees.

2. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board of Trustees.

3. Nothing shall be done or kept in the Common Elements which increase the rate of insurance of the Condominium, or contents thereof, applicable for residential use, without the prior written consent of the Board of Trustees. No Unit Owner shall permit anything to be done, or kept in the Common Elements which will result in the cancellation of insurance on the Condominium, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

4. Unit Owners shall not cause or permit anything to be placed on the outside walls or doors of the Condominium, and no sign, awning, canopy, shutter, or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roofs, or any part thereof, or exposed on or any window, without the prior consent of the Board of Trustees.

5. Unit Owners will not be allowed to put their names on any building or Common Element except in the proper places in or near the mailboxes provided for the use of the Unit occupied by the Unit Owners respectively.

6. No offensive activity shall be carried on in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises by such Unit Owner or by such Unit Owner's family, servants, employees, agents, visitors, lessees, and licensees, nor do or permit by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.

7. Nothing shall be done in, on or to the Common Elements which will impair the structural integrity of the buildings or which would structurally change the buildings without the prior written consent of the Board of Trustees.

8. No clothes, clotheslines, sheets, blankets, laundry, or any kind of other articles shall be hung out of a Unit or exposed on any part of the Common Elements. The Common Elements shall not be obstructed and shall be kept free and clear of all rubbish, debris, and other unsightly materials.

9. Except in areas designated by the Board of Trustees, there shall be no parking of motor vehicles, playing, lounging or parking of baby carriages or playpens, bicycles, wagons, toys, benches or chairs, on any part of the Common Elements, except that roads, parking areas and driveways may be used for their normal and intended purposes.

10. "For Sale", "For Rent", "For Lease" signs or other window displays or advertising shall not be maintained or permitted in any part of the Condominium or in any Unit therein. The right is reserved by the Seller or its agents, to place "For Sale", "For Rent", or "For Lease" signs on any unsold or unoccupied Units or on any part of the Common Elements of the buildings.

11. Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Board of Trustees.

12. The Common Elements shall not be decorated or furnished by any Unit Owner in any manner without the prior written consent of the Board of Trustees.

13. Nothing shall be hung from the windows or placed upon the window sills. The foregoing shall not, however, interfere with the right of Unit Owners to select draperies and curtains for their Units. Rugs or mops shall not be shaken or hung from or on any of the windows or doors. Garbage cans shall not be placed outside of any Unit. Garbage and refuse from the Units shall be disposed of only at such times and in such manner as the Board of Trustees may direct.

14. No washing or repairing of automobiles shall take place within the Condominium, nor shall driveways be used for any purpose other than to park motor vehicles and bicycles, excluding specifically, trucks, motorcycles and commercial vehicles, without the prior written consent of the Board of Trustees. Notwithstanding the foregoing, in cases of emergency, commercial vehicles may be parked within the Condominium.

15. The use of the Common Elements, by Unit Owners, as well as the safety and maintenance of all personal property of the Unit Owners kept in such areas and in the Units themselves, shall be the responsibility and at the sole risk of the respective Unit Owners, and neither the Trustees nor their respective agents, servants, employees, successors or assigns, shall bear any responsibility therefor.

16. Ordinary and usual domestic pet dogs, cats and birds (not to exceed two of each type per unit) may be kept by any Unit Owner during such time as such Unit Owner actually occupies his or her Unit as the owner's primary residence. No such pets shall be permitted in any part of the Condominium (other than within the Unit of the owner thereof) unless carried or leashed. Tenants are not allowed to have pets. However, a non unit owner is allowed to watch pets if the unit owner is not around or is on vacation (such as a dog sitter or a house guest). No pets may be kept, bred or maintained for any commercial purposes at the Condominium. No pet shall be permitted to annoy, harass or unreasonably infringe on the right of any Unit Owner or occupant. No non-owner occupant shall be permitted to keep a dog in any of the Units or the Common Areas and Facilities without the approval of the Trustees upon written certification from a doctor that such dog is medically necessary for a disabled Unit occupant. Any such Trustee consent shall be for no more than one dog per Unit, and shall automatically terminate when the non-owner occupancy requiring the dog no longer occupies the Unit. After due notice and hearing before the Board of Trustees, the Trustees may require of a Unit Owner any or all of the following:

- A. The permanent removal of any pet that has habitually guilty of unreasonably annoying or harassing behavior or unreasonably infringing on the rights of any Unit Owner or occupant upon thirty days written notice. The affected party does have the right to arbitrate prior to any forced removal of a pet.
- B. Payment by a Unit Owner for the cost of repair of any damage or cleaning or elimination of such nuisance.

Payment by a Unit Owner of a fine of \$25.00 for each day or part thereof if such violations continue. Any unpaid fines or costs levied pursuant to Section 23 shall constitute a lien on the Unit of the Unit Owner violating this Section pursuant to the provision of Section 6 of Chapter 183A.

17. Any consent or approval given under these Rules and Regulations may

be added to, amended, or repealed at any time by the Board of Trustees.

18. These Rules and Regulations may be amended from time to time as provided in the Trust.