

APPENDIX CBY-LAWSOFCLADDAGH PLACE CONDOMINIUM ASSOCIATIONARTICLE IPURPOSE AND DEFINITIONS

1. Purpose. The administration of Claddagh Place Condominium (sometimes hereafter called the "Condominium") shall be governed by these By-Laws which are annexed to the Master Deed of Claddagh Place Condominium and are made a part thereof, and all present and future holders of any interest in any Unit in the Condominium shall hold said interest subject to the By-Laws, as well as the Master Deed promulgated thereunder and hereunder.

2. Applicability of By-Laws. The provisions of these By-Laws are applicable to all of the property which constitutes Claddagh Place Condominium. All present and future Owners, visitors, tenants, and occupants of Units and any other persons who may use the Common Areas and Facilities of the Condominium in any manner are subject to these By-Laws, the Master Deed, and all covenants, agreements, restrictions, easements, and declarations of record ("Title Conditions"). The acceptance of a deed of conveyance, or the entering into a lease, or the act of occupancy of a Unit, shall constitute an agreement that these By-Laws, the Condominium Rules, the provisions of the Master Deed as they may be amended from time to time, and the above-described Title Conditions are accepted, ratified, and will be complied with.

3. Office. The office of the Claddagh Place Condominium and the Board of Directors shall be located at 43 Lakeview Avenue, Lowell, MA, or at such other place which may be designated by Declarant or by the Board.

ARTICLE IIMANDATORY PROVISIONS

1. Maintenance and Repair of Common Area. The Board of Directors shall arrange for the maintenance, repair and replacement of the Common Area, except for repairs of damage caused or permitted by the negligence, misuse or neglect of individual Owners, or for which the Unit Owner is responsible pursuant to other provisions of the Master Deed applicable thereto. This shall include, but not be limited to, the obligations of Unit Owner, as set forth in Section 4. thereof, entitled Description of Units and Extent of Ownership, and the Board shall pay for same in accordance with the provisions of

ARTICLE VII hereof with respect to damage or destruction as a result of fire or other casualty, and in accordance with the provisions of Section 8. of ARTICLE III hereof with respect to any other necessary work of maintenance, repair and replacement of Common Area. No payment vouchers for such items shall be paid from the funds of Claddagh Place Condominium Association unless and until such are approved by the Treasurer, the Board, or by someone else to whom the Board has delegated such power pursuant to such provisions herein cited.

2. Collection of Common Expenses. The manner of assessing and collecting from the Owners their respective shares of the Common Expenses is set forth in ARTICLE VI hereof.

3. Hiring of Personnel. Pursuant to Section 8. of ARTICLE III hereof, the Board of Directors may employ a manager or a managing agent, or any other personnel which in their opinion are necessary or proper for the operation of the Common Area or for the enforcement of the provisions of the Master Deed, the By-Laws, and the Condominium Rules. The Board shall establish the compensation for such personnel, which shall be a Common Expense item, and the Board shall have the exclusive right to contract therefor, which right may be delegated by it to such personnel.

4. Condominium Rules. Pursuant to the provisions of the Master Deed, the Board of Directors is empowered to adopt and amend, from time to time, Claddagh Place Condominium Rules concerning the operation and use of the Common Area. The initial set of Condominium Rules attached as Appendix D to the Master Deed shall be effective until amended by the Board or by the Owners at any annual or special meeting of the Association.

5. Other Restrictions and Requirements. The Master Deed, and in particular Section 8. thereof, contains certain restrictions on and requirements respecting the use and maintenance of the Units and Common Area designed to prevent unreasonable interference with the use of the Condominium by other Owners, and their tenants and invitees. Other such restrictions and requirements are set forth herein.

6. Rights and Powers Pursuant to Section 10(b) of the Act. Notwithstanding anything to the contrary hereinabove or hereinafter set forth, Claddagh Place Condominium Association shall have all rights and powers as are more particularly set forth in Section 10(b) of the Act.

#### ARTICLE III

##### BOARD OF DIRECTORS

1. Number. The affairs of Claddagh Place Condominium shall be administered by a Board of three (3) Directors.

2. First Board of Directors. Notwithstanding anything to the contrary in these By-Laws, until Declarant has sold 75% of the Units of the Condominium, or until January 1, 1988, whichever comes earlier, Declarant, or representatives of the Declarant, shall be entitled to elect all of the Directors. So long as Declarant owns four or more Units thereafter, Declarant, or its representative, shall be entitled to elect one (1) member of the Board. The Declarant shall have the option to relinquish said right at any time.

3. Qualification. Subject to the provisions of Section 2. of this Article, the Board shall be elected by the Owners. The Board of Directors, shall consist only of Owners (except where a corporation is an Owner, the members of the Board of Directors and officers of said corporation shall be eligible to be members of the Board) and the principal business address of at least one of the Directors shall be in the Claddagh Place Condominium. This provision shall apply other than while Declarant has the right pursuant to Section 2. of this Article to elect all the Directors. A person shall be eligible to succeed himself as Director.

4. Election and Term. At the first meeting of the Claddagh Place Condominium Association after one of the conditions set forth in Section 2. above has been satisfied, or after the Declarant has relinquished its rights under said Section 2., the Owners shall elect three (3) members of the Board, one for a term of three (3) years, one for a term of two (2) years, and one for a term of one (1) year. If said election occurs at a special meeting rather than at an annual meeting of the Association, then each of said terms shall also include the period between the date of said special meeting and the date of the next annual meeting of the said Association. At the expiration of the aforementioned initial terms of office, a successor shall be elected for a term of three (3) years.

5. Resignation and Removal; Vacancies. Any member of the Board may resign at any time by written notice by him or his legal representative to the President. Subject to the provisions of Section 3. of this Article, any member may be removed for cause from such position by two-thirds (2/3) vote of the Owners' total voting interest at any annual or special meeting, provided that notice of such removal vote shall have been mailed to all Owners at least twenty (20) days prior to such meeting. Members of the Board shall serve until their respective successors have been elected, or until death, resignation or removal; provided, that if any member (or member's corporation) ceases to be an Owner, his membership on the Board shall thereupon terminate. Whenever a vacancy on the Board occurs due to death, resignation, removal or a member's (or member's corporation's) no longer being an Owner, or due to any other cause, the remaining members of the Board shall fill the vacancy until the next annual meeting of the Association, at which time any remaining unexpired term shall be filled by the Owners. If all three positions on the Board are

vacant at the time, the Owners shall fill said vacancies. Any election of Directors to serve as successors to Directors previously in office shall be effective, provided an instrument duly attested as the Act of Claddagh Place Condominium Association is recorded within thirty (30) days of such elections.

6. Meetings. Regular meetings of the Board may be held at such times and places as shall be determined from time to time by the Board. Special meetings of the Board may be called by the President or by any two (2) members of the Board. Notice of regular and special meetings shall be given in hand or mailed to each member of the Board at least three (3) business days prior to said meeting. The said notice shall set forth the time and place of the meeting, and, in the case of a special meeting, the purpose for which it is being called. Such notice shall be deemed waived by any member of the Board who expressly waives same in writing, or who is present at any such meeting, and no notice shall be necessary in the case of a meeting of the Board held immediately after and at the same place as the annual meeting of the Claddagh Place Condominium Association.

7. Quorum. A majority of the Board shall constitute a quorum for the transaction of business, but less than a quorum may transact business if the remaining members of the Board subsequently assent in writing to the decisions of the Board by signing a copy of the minutes of the meeting to be filed with the records of the Board. When a quorum is present at any meeting, the votes of a majority of the members in attendance shall decide any business brought before such meeting. The Board may also transact without a meeting, any business which it is authorized to transact without a meeting, provided that the members of the Board unanimously assent in writing to the decisions of the Board concerning such business by signing the official record of said decisions to be filed with the records of the Board.

8. Powers and Duties. The Board shall have the power and duties specifically conferred upon it by the Act, the Master Deed and these By-Laws, and all other powers and duties necessary for the administration of the affairs of the Claddagh Place Condominium (except as otherwise provided by law, the Master Deed or these By-Laws) including, without limiting the generality of the foregoing, the power and duty to obtain the following items for the benefit of the Condominium, the cost of which items shall be Common Expense:

(a) Trash collection and snow removal from the Common Area, water, electrical, telephone and gas, and any other necessary utility service for the Common Area, and, to the extent not separately metered or charged, for the Units.

(b) A policy or policies of fire insurance, with extended coverage endorsement, as required by Section 1. of ARTICLE VII hereof.

(c) A public liability insurance policy or policies as required by Section 1. of ARTICLE VII hereof.

(d) Such other insurance, including workmen's compensation insurance, as required by the terms hereof, by law, or as the Board may determine.

(e) The services of a manager or managing agent, to the extent deemed advisable by the Board, to whom the Board, in their discretion, may delegate certain of its powers and duties, as well as the services of any other personnel as the Board may determine necessary or proper for the operation of the Common Area, whether such personnel are employed directly by the Board, or are furnished by the manager or managing agent.

(f) Any legal and accounting services necessary or proper for the operation of the Claddagh Place Condominium or the enforcement of the provisions of the Act, Master Deed, these By-Laws and the Condominium Rules.

(g) When and if the Board in their discretion deem it necessary, such fidelity bond for all officers and employees of the Claddagh Place Condominium and of the managing agent, if any, who handle or are responsible for Claddagh Place Condominium funds. The premiums on such bonds will constitute a common expense.

(h) Such painting, maintenance, repair and landscaping of the Common Area, and such furnishings, tools, equipment, appliances and other personal property for the Common Area as the Board shall determine are necessary or proper.

(i) Maintenance and repair of any Unit, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Area, or to preserve the appearance and value of the Condominium, and if the Owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair is delivered by the Board to said Owner, provided that the Board shall levy a special assessment against said Owner for the cost of said maintenance or repair.

(j) Any emergency repairs to any Unit necessary to prevent damage to other parts of the Condominium.

(k) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations insurance, taxes or assessments which the Board are required to secure or pay for pursuant to the terms of the Master Deed, these By-Laws or By-Law, or which, in their opinion, shall be necessary or proper for the operation of the Common Area or for the enforcement of the Master Deed or of these By-Laws;

provided, that if any such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided for particular Units, the cost thereof shall be specifically assessed to the Owners of such Units.

The Board's power shall be limited in that they shall have no authority to acquire and pay for as Common Expenses capital additions and improvements or structural alterations (other than for purposes of replacing portions of the Common Area, subject to the provisions of the Master Deed and these By-Laws) having a cost in excess of One Thousand (\$1,000.00) Dollars, unless such additions, improvements or alterations have been approved by a majority of the Owners' total voting interest.

The Board shall have the exclusive right to contract for all such goods, services and insurance referred to in this Section 8., which right may be delegated by them.

9. Liability of the Board. The members of the Board shall not be liable to the Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith, and except as provided hereinbelow. The Owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board in behalf of the Claddagh Place Condominium, unless such contract shall have been made in bad faith, or is contrary to the provisions of the Master Deed or these By-Laws. It is understood by and permissible for the members of the Board of Directors who are employees or officers of the Declarant to contract with Declarant and affiliated corporations and entities without fear of being charged with self-dealing. It is also intended that the personal liability of each Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as his interest in the Common Area. The provisions of this Section 9. do not apply to and shall not preclude a claim for physical damage by an Owner against the Board or any other insured under the liability insurance required by Section 1. of ARTICLE VII hereof.

#### ARTICLE IV

##### MEETINGS OF ASSOCIATION OF OWNERS

1. Annual Meeting. Commencing in 1986, the annual meeting of the Association of Owners shall take place on the second Saturday of December of each year at 3:00 P.M., at the Claddagh Place Condominium, or at such other reasonable place or time (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board mailed or delivered to the Owners of record not less than twenty (20) days prior to the

date fixed for said meeting. In addition to the election of a member or members of the Board of Directors pursuant to Section 4. of ARTICLE III hereof, and any other business to be transacted at the annual meeting, the Board shall present a statement of Common Expenses and assessments for the present fiscal year, itemizing receipts and disbursements, and shall also present a proposed budget of the estimated Common Expenses and assessments for the pending fiscal year. Within thirty (30) days after the annual meeting, a copy of the minutes of said meeting, including said statement and budget shall be mailed or delivered to the Owners not present at said meeting. The aforesaid notice may be omitted, provided that the said meeting is actually held on the second Saturday of December, commencing at or shortly after 3:00 P.M.

Any such notice shall be deemed waived by any Owner who expressly waives same in writing, or who is present in person or by proxy at such meeting.

2. Special Meetings. Special meetings of the Owners may be called at any time for the purpose of considering matters which, by the terms of the Master Deed, the By-Laws or the Act require the approval of the Owners, or for other reasonable purpose. Said meetings shall be called by written notice, signed by a majority of the Board, or by the Owners having not less than one-half of the Owners' total voting interest, and shall be mailed or delivered to all Owners of record not less than twenty (20) days prior to the date fixed for said meeting. Said notice shall specify the date, time and place of the meeting. Said notice shall specify the date, time and place of the meeting, and the purpose for which it is being called. Such notice shall be deemed waived by any Owner who expressly waives same in writing, or who is present at any such meeting.

3. Quorum. At any meeting of the Claddagh Place Condominium Association, the presence in person or by proxy of Owners holding a majority of the Owners' total voting interest shall constitute a quorum, but less than a quorum may transact business if all of the Owners not present subsequently assent to the decisions made at said meeting by signing a copy of the minutes thereof to be filed with the records of the Claddagh Place Condominium Association. When a quorum is present, unless otherwise provided in the Master Deed, these By-Laws or the Act, a majority of the Owners' total voting interest present in person or by proxy shall decide any business brought before the meeting. If any meeting of the Condominium Association cannot be held because a quorum has not attended, a majority of the voting interest of the Owners who are present at such meeting, either in person or by proxy, shall adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called, in which case any proxies of those not attending such adjourned meeting in person shall be honored, notwithstanding their specific reference to such original meeting, rather than to such adjourned meeting.

4. Voting. At any meeting of the Claddagh Place Condominium Association, the Owner or Owners of each Unit shall be entitled to cast a number of votes equal to the ownership percentage attributable to such Unit. Any Owner may attend and vote at such meeting in person, or by proxy (by instrument in writing signed by the Owner or Owners and filed with the Board). Where there is more than one record Owner of the same Unit, any or all such persons may attend any such meeting, but it shall be necessary for said persons to act unanimously in order to cast the votes to which they are entitled. Where only one of such persons attends any such meeting, he may vote as an agent for any absent Owner of his Unit without proxy designation. Where none of such persons attends such meeting, any proxy designation must be signed by all such Owners. Declarant shall be entitled to vote with respect to any Condominium Unit owned by Declarant. In addition to the above proxy provisions, an Owner may assign his right to vote to any first mortgagee of record. Any Unit or Units owned by the Board of Directors, in behalf of the Claddagh Place Condominium Association, shall not attribute a right to vote to said Board of Directors, and the interest in the Common Area appertaining thereto shall be excluded from the total ownership percentages when computing the interest of all other Owners for voting purposes.

#### ARTICLE V

##### COMMON EXPENSES

1. Fiscal Year. The fiscal year of the Association shall be a twelve (12) month period running from January 1st to December 31st of each year.

2. Assessment. On or prior to December 10th of each year, the Board shall estimate the Common Expenses to be required during the twelve (12) month period commencing with the next January 1st. The Common Expenses shall include any amounts necessary to pay for the items obtained pursuant to Section 8. of ARTICLE III hereof, any amounts necessary to make up any deficit for said fiscal year just ended, a reserve for contingencies and replacements of Common Area as provided herein, any amount required for the purchase or lease of a Condominium Unit by the Board in behalf of the Association pursuant to ARTICLE IX hereof, or the purchase of a Condominium Unit by the Board on behalf of the Association pursuant to Section 4. of said ARTICLE IX, any amounts required by an excess of repair and restoration costs over insurance proceeds pursuant to Section 3<sup>d</sup> of ARTICLE VII hereof, and any other amounts required by the terms of the Master Deed, these By-Laws, or the Act. The reserve maintained as required herein shall not be less than the equivalent of one-sixth (1/6) of the annual budget of the Association.

A proposed budget showing said estimated Common Expenses and Owner assessments shall be submitted to the annual meeting of the Association and shall be subject to change and approval at said



meeting. Common expenses shall be assessed to the Owner or Owners of each Unit as of the following January 1st pursuant to the ownership percentage attributable to such Unit.

If said sum estimated proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Owners according to the aforementioned percentages, unless otherwise provided herein. Each Owner shall be obligated to pay the assessment made against him to the Board, and such payments shall be payable in advance in equal monthly installments on or before the first day of each month during the twelve (12) month period commencing with the following January 1st, or in such reasonable manner as the Board shall designate.

The failure of the Board to fix the assessments for such as twelve (12) month period prior to the commencement of such period shall not be deemed a waiver or modification in any respect of the provisions hereof, or a release of the Owners from the obligation to pay the assessments, or any installment thereof for such period, but the assessment fixed for the preceding twelve (12) month period shall continue until a new assessment is fixed. Amendments to this Section 2. shall be effective only upon the unanimous written consent of the Owners. No Owner may exempt himself from liability for his assessment for Common Expenses by waiver of the use and enjoyment of any of the Common Areas or by abandonment of his Unit. In the event that a Unit is rendered uninhabitable by fire or other casualty, the Board, in their discretion, may abate all or a portion of the Common Expense assessment of the Owner of said Unit while it remains uninhabitable.

During the period ending on December 31, 1987, each Owner shall be liable for an assessment for Common Expenses based upon an annual budget therefor in the amount of \$ 9,000.00 . Said assessment shall be computed on a pro-rata basis and as per the ownership percentage attributable to such Owner's Unit, which shall be payable on the first day of each month, as provided hereunder. Such amount may be increased by vote of the Owners at a special meeting called for that purpose.

3. Records. The Treasurer or the manager or managing agent, if any, shall keep detailed and accurate records in chronological order of the receipts and expenditures by the Claddagh Place Condominium Association for the Condominium, specifying and itemizing the maintenance and repair expenses and any other expenses and any other expenses incurred. Said records shall be available for examination by the Owners, or their agents, at convenient times.

4. Default in Payment of Assessments. Each monthly assessment of Common Expenses, and each special assessment shall be separate, distinct and personal debts and obligations of the Owner against whom the same are assessed, and shall be

collectible as such. Suit to recover money judgments for unpaid Common Expense assessments and unpaid special assessments shall be maintainable without foreclosing or waiving the lien securing the same. The amount of any monthly assessment or special assessment against any Owner which is not paid on its monthly or other due date, plus interest at the rate of eighteen (18%) percent per annum, and costs including reasonable attorney's fees, shall constitute a lien upon the Condominium Unit, as provided in Section 6. of the Act, and the Owner shall be liable for such interest on each monthly or special assessment from the date of any default and any such costs, in addition to such assessment, provided that such interest and costs may be waived by the Board in any specific instance in their sole discretion. Such lien for non-payment of assessment may be enforced by the Board in the manner referred to in Section 6. of the Act.

In addition, the Board shall have the option, upon any default in payment of the said assessments by any Owner, to require payment of the remainder of the then current year's assessment in advance.

In any sale or foreclosure in connection with the enforcement of such lien, the Owner shall be required to pay the costs and expenses of such proceedings and reasonable attorney's fees. Upon the foreclosure of the lien for assessments against any Owner, the Owner shall immediately vacate the Unit, and if he fails to do so, he shall be liable for reasonable rental while he remains in possession thereof, and the Board in behalf of the Association, shall be entitled to the appointment of a receiver to collect the same. The Board, in behalf of the Claddagh Place Condominium Association, shall have the power to purchase at foreclosure or other sale and to hold, lease, mortgage and convey the Unit thereafter.

5. Sale of Units. Within ten (10) days of receiving an appropriate request and payment of a reasonable fee, the Board shall supply a certificate executed by any one of its members, stating the amount of any unpaid Common Expense assessments or other assessments secured by a lien against any particular Unit, in accordance with the Master Deed, the By-Laws, and the Act, and the amount thereof which is then due, and the amounts so stated shall be conclusively established as of such date, in favor of all persons who rely thereon in good faith, as against Claddagh Place Condominium Association. A purchaser of a Unit shall be liable for the payment of any assessments against said Unit prior to its acquisition, whether or not such assessments are then due, except that a first mortgagee or other purchaser at the foreclosure sale of a first mortgage lien or at sale in lieu of such foreclosure, and a purchaser from a first mortgagee who purchases at such sale or such a sale in lieu of foreclosure, shall not be liable for unpaid assessments becoming due thereafter.

If requested, the Board, for the same fee as aforesaid, shall supply with the Certificate as to Unpaid Common Expenses, a Certificate of Insurance with regard to insurance maintained by the Association under ARTICLE VII of these By-Laws.

The foregoing, notwithstanding, a lien for unpaid Common Expenses or other assessments shall be subordinate to any first mortgage lien of record, and to certain tax liens, as provided by Section 6. of the Act.

#### ARTICLE VI

##### INSURANCE AND VOTING IN THE EVENT OF DAMAGE OR DESTRUCTION

1. Insurance To Be Obtained. The Board of Directors shall obtain and maintain, to the extent obtainable, the following insurance:

(a) Casualty or physical damage insurance with extended coverage endorsement naming the Board of Directors and all of the Unit Owners as named insureds with proceeds payable to the Board of Directors for the benefit of the Claddagh Place Condominium, the Board of Directors, the Unit Owners, and their respective mortgagees as their interests may appear in an amount equal to the full replacement value (i.e. 100% of "replacement cost" exclusive of land, foundation and excavation) of the Condominium, the building and all other insurable improvements forming part of the Condominium, including the Common Areas and Facilities, all of the Units (but not including the furniture, furnishings, and other personal property of the Unit Owners therein), together with the service machinery, apparatus, equipment and installations located in the Condominium and existing for the provision of central services for common use, if any, without deduction or allowance for depreciation, such coverage to afford protection against at least all risks of direct physical loss or damage from the perils of fire, lightning, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, water damage, sprinkler leakage, vandalism, collapse, flood and earthquake. Such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including coverage for common expenses with respect to a Condominium Unit during any period of repair or reconstruction as the Board of Directors may from time to time determine.

All policies of insurance shall contain waivers of subrogation by the insurer as to any and all claims against the Claddagh Place Condominium, the Board of Directors, the Owner of any Unit and their respective employees, agents, guests and tenants, and waivers of any defense based on co-insurance of invalidity arising from any acts of the insured and shall provide that such policies may not be canceled or

substantially modified without at least thirty (30) days prior written notice to all of the insureds, including all mortgagees of Unit.

(b) Comprehensive public liability insurance in such amounts and forms as shall be determined by the Board of Directors with no less than a single limit of one million (\$1,000,000.00) dollars for claims for bodily injury or property damage arising out of one occurrence, insuring each member of the Board and all the Unit Owners as named insureds and with cross liability (severability of interest) endorsement to cover liability of any insured to other insureds. This insurance, however, shall not insure against the individual liability of an Owner for negligence occurring within his own Unit, or within the Common Area to which he has an exclusive easement.

(c) Workmen's compensation and employee's liability insurance covering any manager, agent or employee of the Board of Directors but excluding any independent agent or manager.

(d) Such other hazard insurance, including but not by way of limitation, earthquake and flood insurance and the like, as the Board may determine.

2. General Insurance Provisions.

(a) The Board shall deal with the insurer or insurance agent in connection with the adjusting of all claims covered by insurance policies provided for under this Article, and shall review with the insurer or insurance agent, at least annually, the coverage under said policies, said review to include an appraisal of improvements within the Claddagh Place Condominium, and shall make any necessary changes in the policy provided for under Section 1.(a) above (prior to the expiration date set forth in any agreed amount endorsement contained in said policy) in order to meet the coverage requirements of such Section.

(b) The Board shall be required to make every effort to see that all policies of physical damage insurance provided for under this Article: (i) shall contain waivers of subrogation by the insurer as to the claims against the Condominium Association or its employees, except in cases of arson and fraud; (ii) shall contain a waiver of defense of invalidity on account of the conduct of any of the Owners over which the Condominium Association has "no control"; (iii) shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' written notice to all of the insureds thereunder, and to all mortgagees of Condominium Units in the Claddagh Place Condominium; (iv) shall provide that in no event shall the insurance under said policies be brought into contribution

with insurance purchased individually by Owners or their mortgagees; and (v) shall exclude policies obtained by individual Owners for consideration under any "no other insurance" clause.

(c) Each Owner may obtain additional insurance for his own benefit and at his own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Board pursuant to this Article and each Owner hereby assigns to the Board the proceeds of any such policy to the extent that any such policy does, in fact, result in a decrease in such coverage, said proceeds to be applied pursuant to the terms hereof, as if produced by such coverage. Copies of all such policies (except policies covering only personal property, owned or supplied by individual Owners) shall be filed with the Claddagh Place Condominium Association.

(d) Each Owner should obtain insurance for his own benefit and at his own expense, insuring all personal property presently or hereafter located in his Unit or Common Area to which he has an exclusive easement, and all improvements to his Unit which exceed a total value of One Thousand (\$1,000.00) Dollars, and which are not reported in writing to the Board.

(e) Each Owner, within twenty (20) days after the commencement of construction of such improvements, shall notify the Board of all improvements to his Unit (except personal property) which exceed a total value of One Thousand (\$1,000.00) Dollars, and upon receipt of such notice, the Board shall notify the insurer under any policy obtained pursuant to Section 1.(a) hereof, of any such improvements.

3. Repair or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of the building as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Directors may assess all the Unit Owners for such deficit and for a completion bond for such deficit as part of the common charges.

If there shall have been a repair or restoration pursuant to the first paragraph of this Section 3., and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be added to the Condominium's reserve fund or, at the option of the Board of Directors, divided among all the Unit Owners in proportion to their respective common interests after

first paying out of the share due each Unit Owner such amounts as may be required to reduce unpaid liens on such unit in the order of priority of such liens.

Notwithstanding the foregoing if as a result of fire or other casualty the loss exceeds ten (10%) percent of the value of the Claddagh Place Condominium prior to the casualty, then any repair or restoration shall be done in accordance with the provisions of Section 17(b)(2) of the Act as it is written on the date of the Master Deed, and if 75% of the Unit Owners do not agree to proceed with repair or restoration as set forth in Section 17(b)(1) of said Act as it is written on the said date, then the provisions of said Section 17(b)(1) shall apply.

#### ARTICLE VII.

##### ADDITIONAL OBLIGATIONS OF UNIT OWNERS

1. Restrictions of Use of Units. In order to provide for congenial occupancy of the Claddagh Place Condominium and for the protection of the values of the Units, the use of the property shall be restricted to and shall be in accordance with the following provisions:

(a) the common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units.

(b) no nuisances shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to its occupants or which interferes with the peaceful possession or proper use of the property by its Owner or occupants.

(c) no immoral, improper, offensive, or unlawful use shall be made of the property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

Violations of laws, orders rules, regulations or requirements or any governmental agency having jurisdiction thereof, relating to any portion of the property, shall be complied with, by and at the sole expense of the Unit Owners or the Board of Directors, whichever shall have the obligations to maintain and repair such portion of the property.

2. Use of Common Areas and Facilities. A Unit Owner shall not place or cause to be placed in the public passages, stairways or other Common Areas and Facilities, other than areas which may be

designated for storage, any furniture, packages or impeding objects of any kind. Said public passages and stairways shall be used for no purpose other than for normal transit.

3. Right to Access. Each Unit Owner is hereby made subject to a right of access to his Unit to the manager and/or the managing agent, the superintendent and/or the managing agent, or any other person authorized by the Board of Directors, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating in said Unit and threatening another Unit or a common element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements in his Unit or elsewhere in the building, or to correct any condition which violates the provisions of any mortgage governing another Unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner and further provided that such right shall be exercised in such a manner as will not unreasonably interfere with the normal business or commercial use of the Units. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not.

4. Prohibition Against Structural Changes by Owner. In addition to the requirements with respect to repair or other work set forth in Section 4. above, no Owner shall, without first obtaining written consent of the Board: (i) make or permit to be made any structural alteration, improvement or addition in or to his Unit, or in any other part of the Claddagh Place Condominium; (ii) tamper with any bearing wall, or take any other action or permit any action to be taken that will impair the structural soundness or integrity or safety of the building; (iii) impair any easement or right which is part of the Condominium; or (iv) paint or decorate any portion of the exterior of the Condominium, or any Common Area therein.

5. Abatement and Enjoinment of Violation by Unit Owners. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law contained herein, or the breach of any provision of the Master Deed, shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws: (a) to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings the continuance of any such breach.

6. Rules of Conduct. Rules concerning the use of the Common Areas and Facilities may be promulgated and amended by the Board of Directors. The original such Rules are annexed hereto as Appendix D.

7. 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, 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 interest, 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.

#### ARTICLE VIII

##### SALES AND LEASES BY OWNERS' ASSOCIATION

1. Purchase or Lease by Claddagh Place Condominium Association. The Owners' Association, through its Board of Directors, shall and may exercise all the powers necessary to purchase or lease as set forth in this Article. However, the Association shall not elect to purchase or lease any Condominium Unit under these provisions without the prior approval of eighty (80%) percent of the Owners' total voting power.
2. Financing Purchase of Condominium Units by Claddagh Place Condominium Association. Acquisition of Condominium Units by the Claddagh Place Condominium Association may be made from the Common Expense fund in the hands of the Board, or if such fund is insufficient, the Board may levy an assessment against each Owner in proportion to his ownership percentage in the Common Area, and/or the Board, in its discretion, may borrow money to finance an acquisition of such Condominium Unit, provided, however, that no financing may be secured by an encumbrance upon any property other than the condominium Unit so to be acquired by the Claddagh Place Condominium Association.
3. Notice of Transfer. Immediately after any transfer of any Condominium Unit by sale, lease, gift, devise, intestate succession, death of a joint tenant or otherwise, either the transferring Owner or the acquiring Owner shall give notice to the Board of such transfer, including the name and address of the acquiring, and the date of the transfer.
4. Notice of Mortgage. Immediately after any mortgage of any Condominium Unit by the Unit Owner, he shall give notice to the Board of such mortgage by delivering a conformed copy of said mortgage which shall be maintained by the Board in a directory of mortgagees on Units.



ARTICLE IXCONDEMNATION

1. General. If more than ten (10%) percent of the Claddagh Place Condominium is taken under the power of eminent domain, the taking shall be treated as a "casualty loss", and the provisions of Section 17 of the Act shall apply. Where one or more Units have been substantially altered or rendered unusable as a result of a partial taking, and the Unit Owners vote to restore and continue the Claddagh Place Condominium pursuant to the provisions of Section 17 of said Act, the Board of Directors shall have the authority to acquire the remaining portions of such Units, for such price as the Board of Directors shall determine, provided that Unit Owner of such remaining portion who does not agree with such determination may apply to the Superior Court, Department of the Trial Court in Middlesex County on such notice to the Board of Directors as the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court.

In the event of a total or partial taking under the powers of eminent domain, the Unit Owners shall be represented by the Condominium acting through the Board of Directors. In the event of a partial taking, the award shall be allocated to the respective Unit Owners according to their undivided interest in the common area except as to such portion or portions of the award which are attributable to direct or consequential damages suffered by particular Units, which shall be payable to the Owners of such Units or their mortgagees, as their interests may appear. In the case of a total taking of all Units and the common area, the entire award shall be payable to the Board of Directors to be distributed to the Unit Owners in accordance with their respective percentage interests in the common elements.

ARTICLE XENFORCEMENT

1. General. Pursuant to paragraph 10. of the Master Deed, the Board of Directors, in behalf of the Owners, are empowered to enforce obligations of the Owners. In connection therewith, the Board shall have the power to levy fines against the Owners for violations of the provisions of the Master Deed, the By-Laws and the Condominium Rules established to govern the conduct of the Owners. No fine may be levied for more than Ten (\$10.00) Dollars for any one violation, but for each day a violation continues after notice of same, it shall be considered a separate violation.

Collection of fines may be enforced against the Owner or Owners involved as if the fines were Common Expense assessments owed by the particular Owner or Owners. In the event of

persistent violation of said Rules by an Owner, the Board of Directors shall have the power to require such Owner to post a bond to secure compliance with said Rules.

ARTICLE XI

MISCELLANEOUS

1. Personal Property. The Board of Directors may acquire and hold for the benefit of the Owners tangible and intangible personal property, and may dispose of the same by sale or otherwise; and the beneficial interest in such personal property shall be owned by the Owners in the same proportion as their respective interests in other Common Area. A transfer of a Unit shall convey to the transferee ownership of the transferor's beneficial interest in such personal property, whether or not such personal property is specifically mentioned therein.

2. Notices. All notices mailed under the Master Deed, the By-Laws, the Condominium Rules and the Act to the Claddagh Place Condominium Association and/or the Board of Directors shall be sent by registered or certified mail to the Board at the Claddagh Place Condominium, or to such other address as the Board may designate from time to time by notice in writing to all Owners. All notices to the Declarant shall be sent by registered or certified mail to 43 Lakeview Avenue, Lowell, MA, or to such other address as Declarant may designate from time to time by notice in writing to the Board.

All notices to any Owner shall be sent by registered or certified mail to the Claddagh Place Condominium, or to such other address as may be designated by him from time to time in writing to the Board. All notices shall be deemed to have been given when received, and except as otherwise provided herein, a waiver of any such notice in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereof.

3. Invalidity. The invalidity of any part of this document shall not impair or affect in any manner, the validity, enforceability, or effect of the balance thereof.

4. 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 these By-Laws, or the intent of any provisions thereof.

5. Waiver. No restrictions, condition, obligation or provision contained in these By-Laws 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 thereof which may occur.

6. Amendments to By-Laws. These By-Laws may be amended or modified by the vote of sixty-six and two-thirds (66 2/3%) percent (or if such amendment or modification affects a provision then requiring a larger percentage, such larger percentage) of the total voting interest of all Owners, at a meeting of Owners duly held for such purpose.

Notwithstanding the foregoing, these By-Laws may not be amended without the consent of Declarant, its successors or assigns, so as to affect any rights reserved herein, or in the Master Deed, by said Declarant, except as may be otherwise prescribed by law.