

DECLARATION  
OF  
GETTYSBURG COMMONS CONDOMINIUM TRUST

This Declaration of Trust made this <sup>1<sup>st</sup></sup> day of *May*, 1991 by Richard J. Sughrue, an individual with an address at 2500 Main Street, Tewksbury, MA, hereinafter called the "Trustee", which term shall include his successors and assigns as Trustees hereunder and any Trustee or Trustees for the time being hereunder appointed pursuant to the provisions hereof.

ARTICLE I  
Name of Trust

The trust hereby created shall be known as Gettysburg Commons Condominium Trust (hereinafter the "Trust"), and under that name, so far as legal, convenient and practicable, all business shall be carried on by the Trustees and all instruments shall be executed by the Trustees. Said name refers to the Trustees in their capacity as Trustees, and not individually or personally, and shall not refer to the officers, agents or employees of the Trust or to the Unit Owners.

ARTICLE II  
The Trust and Its Purpose

Section 2.1. - Unit Owners Organization. All of the rights in and to the common areas and facilities (the "Common Areas and Facilities" or "Common Elements") of the Gettysburg Commons Condominium (the "Condominium"), established by a Master Deed (the "Master Deed") of even date herewith and recorded herewith, which rights are exercisable pursuant to the provisions of Massachusetts General Laws Chapter 183A, as amended (the "Act"), conferred upon or exercisable by the organization of Unit Owners of the Condominium, and all real and personal property tangible and intangible, conveyed to or held by the Trustees hereunder shall vest in said Trustees as joint tenants with rights of survivorship, in trust, to exercise, manage, administer and dispose of the same, and to receive the income thereof (a) for the benefit of the owners of record from time to time (the "Unit Owners" or "Owners") of the Units (the "Units") of the Gettysburg Commons Condominium according to the allocation of undivided beneficial interest in the Common Areas and Facilities set forth in Article IV hereof, and in said Master Deed, and (b) in accordance with the provisions of the Act.

This Trust is hereby declared to comprise the organization of Unit Owners required pursuant to the provisions of Section 10 of the Act for the purposes therein set forth.

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It is specifically intended that the provisions of this Trust and the Master Deed shall comply with the requirements of the Federal National Mortgage Association (FNMA) with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

Section 2.2. - No Partnership. It is hereby expressly declared that a trust and not a partnership has been created, and that the Unit Owners are cestuis que trustent and not partners or associates between themselves with respect to the trust property as herein provided, and hold no relation to the Trustees other than as cestuis que trustent, with only such rights as are conferred upon them as such hereunder and pursuant to the provisions of Massachusetts General Laws Chapter 183A.

### ARTICLE III Trustees

Section 3.1. - Number of Trustees. There shall be a Board of Trustees (the "Board") hereunder consisting initially of one (1) Trustee, to be designated by the Declarant of the Gettysburg Commons Condominium hereunder, who shall serve for a term which shall expire according to the provisions hereinbelow set forth, unless such term shall expire earlier as further provided herein. The name and address of the initial Trustee shall be Richard J. Sughrue, 2500 Main Street, Tewksbury, MA.

Any vacancy in the office of the Trustee appointed by the Declarant shall be filled by the Declarant.

At the annual meeting of the Unit Owners after the earlier of:

.four (4) months from the date of this Trust, or

.that date on which the Declarant has conveyed more than 75% of the beneficial interest of ownership in the Condominium,

the term of the Trustee then serving shall expire, and there shall be a Board of Trustees (hereinafter the "Board") consisting of either one (1) Trustee, if the same Owner owns all Units, or two (2) Trustees if two (2) different persons own the twenty-one Units of the Condominium, or three (3) Trustees if three or more persons own the Units of the Condominium.

The terms of office of the Trustees shall, except as otherwise herein provided, be three (3) years, and such terms shall be staggered so that insofar as possible the terms of one-third of the Trustees shall expire each year; provided, that in order to establish and maintain such staggering of terms, the terms of the persons first elected as Trustees after the event

triggering such election of a three member Board of Trustees as set forth above shall be one (1) year, two (2) years and three (3) years respectively, to be determined by lot.

In the event that different Owners own some of the Units of the Condominium, as provided for in the preceding paragraph above, the said Owners shall be entitled to elect the Trustees to serve pursuant to the provisions hereof, other than those appointed by the Declarant, who shall be either a Unit Owner or a member of his family.

If there is to be only one Trustee because all Units are owned by the same Owner, the provisions of this Trust which contemplate more than one Trustee shall be inapplicable for so long as the Units are continued to be held in common ownership.

At all meetings of Unit Owners, the Declarant shall be entitled to the voting rights appurtenant to the Units then owned by them.

Section 3.1.1. - Vacancies; Appointment and Acceptance of Trustees. Each vacancy in the office of the Trustee shall be filled by conducting an election pursuant to the provisions of the By-Laws contained hereinbelow, and certified to in an instrument setting forth: (i) the appointment of a natural person to act as such Trustee, signed by the Declarant (if the vacancy is in the office of Trustee chosen by the Declarant), or by Unit Owners holding a majority of the beneficial interest (if the vacancy is in the office of a Trustee not chosen by the Declarant), or (ii) if the Unit Owners entitled to such percentage have not within sixty (60) days after the occurrence of such vacancy made such appointment, by a majority of the then remaining Trustees, or by the sole remaining Trustee if there be only one, and the acceptance of such appointment, signed and acknowledged by the person so appointed. If there shall be no remaining Trustee and a vacancy in the office of Trustee shall continue for a period of 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 to such other, if any, parties in interest to whom the Court may direct that notice be given. Notwithstanding anything contained herein to the contrary, despite any vacancy in the office of Trustee, however caused and for whatever duration, the then remaining or surviving Trustee or Trustees shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees. Trustees need not be Unit Owners. The Trustees shall be required to inform the Town of Tewksbury, MA of their names, addresses and telephone numbers, and the name, address and telephone number of the managing agent, if any, within 14 days of their election or appointment.

Such appointment shall become effective upon the filing of a certificate setting forth the above required information and acknowledgments with the Middlesex North District Registry of Deeds.

Section 3.2. - Trustee Action. In any matters relating to the administration of this Trust and the exercise of the powers hereby conferred, the Trustees may act by a majority vote at any duly called meeting at which a quorum is present as provided herein. The Trustees may also act without a meeting by an instrument duly signed by a majority of the Trustees as provided herein. Notwithstanding the above, any instrument signed by a majority of those Trustees appearing from the records of the said Middlesex North Registry to be such shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of delivery thereof the execution and delivery of that instrument were duly authorized by all Trustees.

Section 3.3. - Resignation and Removal. Any Trustee may resign by written notice to the Owners of all Units of the Gettysburg Commons Condominium and by an instrument signed and acknowledged in the manner required by the Middlesex North District Registry of Deeds. A Trustee may be removed, with or without cause, after reasonable notice and opportunity to be heard before the Board of Trustees, by an instrument in writing signed by the Unit Owners having a majority of the beneficial interest of ownership, such instrument of removal to be effective upon the filing thereof with the Middlesex North District Registry of Deeds.

Section 3.4. - Bond or Surety. No Trustee named or appointed as hereinbefore 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 except as required hereinbelow.

Section 3.5. - Compensation of Trustees. Trustees serving hereunder shall not be entitled to be compensated for services as such. The Trustees may be agreement be reimbursed for expenses incurred by them in connection with the duties hereunder.

Section 3.6. - Liability of the Trustees. The Trustees 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 hold harmless each of the Trustees against all contractual liability to to others arising out of contracts made by them in behalf of the Gettysburg Commons Condominium, unless any such contract shall have been made in bad faith or is contrary to the provisions of the Master Deed or the By-Laws of the Condominium Trust.

Section 3.7. - Trustees May Deal With Condominium. It is understood that it is permissible for the Trustees to contract with the Declarant and affiliated corporations without the 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 Trustees shall be limited to such proportion of the total liability thereunder as his interest in the Common Area bears to the interest of all the Unit Owners therein. The provisions of this Section do not apply to and shall not preclude a claim for physical damage by an Owner against the Trust or any other insured under the liability insurance required by the terms of this Trust.

Section 3.8. - Indemnification. The Trustees shall be entitled to indemnify both out of the trust property and by the Unit Owners against all liability reasonably incurred by the Trustees in the performance of their duties hereunder, including without limiting the generality of the foregoing, liabilities and fines. This indemnification shall not apply with respect to any matter as to which a Trustee shall have been adjudicated in any proceeding to have acted in bad faith, or with wilful misconduct, or in reckless disregard of his duties. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any Trustee may be entitled herein or by contract or otherwise under law.

Section 3.9. - Powers of the Trustees. All decisions made and action taken by the Trustees must be by majority consent. No action may be taken by only one Trustee, with the exception that if pursuant to Section 3.1. of this Article, the Board is to consist of only one Trustee, such Trustee may exercise all of the powers and authority granted to the Trustees under this Trust.

Section 3.10. - Officers. The Trustees shall elect from their number, at the annual meeting of the Trustees, a Chairman, Treasurer and Secretary, who shall have duties as are determined by the Trustees.

#### ARTICLE IV Beneficial Interest in the Trust

Section 4.1. - Beneficiaries and Beneficial Interest. The cestuis que trustent of this Trust shall be the Unit Owners of the Condominium. The beneficial interest this Trust shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium as stated in Exhibit C of the Master Deed of the Condominium, as it may be amended from time to time.

Section 4.2. - Each Unit to Vote by One Person. The beneficial interest appertaining to 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 Unit 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 and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate any one such owner for such purposes.

#### Article V By-Laws

The provisions of this Article V shall constitute the By-Laws (the "By-Laws") of this Trust and the organization of Unit Owners established hereby.

Section 5.1. - Powers and Duties of Trustees. The Trustees shall have the power necessary for the administration of the affairs of the condominium and may do all such acts and things in connection therewith, except as by law or by the Master Deed or these By-Laws may not be delegated to the Trustees. The powers and duties of the Trustees shall include, but shall not be limited to, the following:

(a) The maintenance, repair and replacement of the Common Area and Facilities (sometimes hereinafter also called "Common Area") except for repairs of damage to Common Area to which a particular Unit Owner may have an exclusive easement, caused or permitted by the negligence, misuse or neglect of an individual Unit Owner or for which the Unit Owner is otherwise responsible pursuant to the provisions of the Master Deed.

(b) The manner of assessing and collecting from the Owners their share of common expenses and the determination and establishment of an annual budget for the Condominium.

(c) Hiring and employment of personnel necessary in the opinion of the Trustees for the proper operation and maintenance of the Common Area or for the enforcement of the provisions of the Master Deed or By-Laws, including, but without limitation, a manager and managing agent. Any compensation for said personnel shall be a common expense item for which the Board shall have the exclusive right to control.

(d) The establishment and maintenance of a bank account on behalf of the Trust and the designation of signatories thereof.

(e) The obtaining of insurance pursuant to the provisions of these By-Laws.

(f) Any and all other acts which in the judgment of the Trustees are necessary and proper for the accomplishment of any of the purposes of this Trust or which are incidental to the powers herein or in the Act, to manage and dispose of the Trust property, exclusive of the Common Area, as if the Trustees were the absolute owners thereof and to do any and all acts which in their judgment are in the best interest of the Unit Owners of the Condominium.

Section 5.2. - Owner's Obligation to Repair. Each Owner shall, at his own expense, maintain his Unit and its equipment and appurtenances (which term is hereby specifically intended to include all window and door glass which may be directly adjacent to the said Unit, as well as all of the exclusive easement areas which may also be appurtenant thereto) in good order, conditions and repair and in a clean and sanitary condition and shall do all redecorating, painting and varnishing and finishing which may, at any time, be necessary to maintain the good appearance and condition of his Unit.

In addition to redecorating and keeping the interior of the Unit in good repair, each Owner shall be responsible for the maintenance, repair or replacement of any bathroom fixtures, kitchen fixtures, plumbing fixtures, water heaters, heating equipment, air conditioning equipment, lighting fixtures, and other property which are not Common Area and which are located adjacent to his Unit or which are Common Area located adjacent or which may be appurtenant to his Unit and as to which he has an obligation to maintain, repair or replace pursuant to this Section 5.2.

Each Owner shall immediately notify a member of the Board of any damage to or malfunction of any pipe, wire or other utility installation, at his own expense, keep the Common Area appurtenant to his Unit in clean and sanitary condition, in addition to the repairs, maintenance and replacement as necessary thereto, as hereinabove and in the Master Deed provided. No Owner shall permit any repair or other work in his Unit or in the Common Area appurtenant to his Unit by anyone unless such person or entity has furnished written evidence of reasonably adequate public liability and workmen's compensation insurance in form and amount which are satisfactory to the Board, and unless such repair or other work is performed in compliance with all governmental laws, rules and regulations.

Section 5.3. - Prohibition Against Structural Changes by Owner.

In addition to the requirements with respect to repair or other work set forth in Section 5.2. above and as set forth in this Section, no Owner shall, without first obtaining written consent of the Board (a) make or permit to be made any structural alteration, improvement or addition in or to his Unit or in any other part of the Condominium, (b) 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 any building or other structure in the Condominium, (c) impair any easement or right or personal property which is a part of the Condominium, or (d) paint or decorate any portion of the exterior of any building or other structure in the Condominium or any Common Area therein, except as provided in Section 4. of the Master Deed.

Section 5.4. - Fiscal Year. The fiscal year of the Trust shall be a twelve (12) month period running from January 1st to December 31st of each year.

Section 5.5. - Common Expenses. The Unit Owners shall be liable for common expenses and entitled to common profits of the Condominium in proportion to their respective beneficial interest in this Trust, as set forth in Article IV hereof. The Trustees may at any time or times distribute common profits and/or surplus accumulations among the Unit Owners in such proportions as well.

Section 5.6. - 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 5.1. hereof, any amounts necessary to make up any deficit for said fiscal year just ended, a reasonable reserve for contingencies and replacements of Common Area, any amount required for the purchase or lease of a Condominium Unit by the Board in behalf of the Trust pursuant to the provisions hereof, or the purchase of a Condominium Unit by the Trustees on behalf of the Trust pursuant to this Condominium Trust, any amounts required by an excess of repair and restoration costs over insurance proceeds pursuant to this Article, and any other amounts required by the terms of the Master Deed, these By-Laws or the Act.

A proposed budget showing said estimated Common Expenses and Owner assessments shall be submitted to the annual meeting of the Trust 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 due 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 other reasonable manner as the Board shall designate.

The failure of the Board to fix the assessments for such a 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 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, 1991, each Owner shall be liable for an assessment for Common Expenses based upon an annual budget therefor in the amount of \$18,900.00. Said assessment shall be computed on a pro-rata basis and according to 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.

Section 5.7. - Records. The Trustees or the manager or managing agent, if any, shall keep detailed and accurate records in chronological order of the receipts and expenditures by the Condominium Trust for the Condominium, specifying and itemizing the maintenance and repair expenses and any other expenses incurred. Said records shall be available for examination by the Owners, or their agents, at convenient times.

Section 5.8. - 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.

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 Trust, shall be entitled to the appointment of a receiver to collect the same.

The Board, in behalf of the Condominium Trust, shall have the power to purchase at foreclosure or other sale and to hold, lease, mortgage and convey the Unit thereafter.

Section 5.9. - Sale of Units. Within ten (10) days of receiving an appropriate request and payment of a reasonable fee to be established by the Trustees, 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 Gettysburg Commons Condominium Trust.

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 mortgage lien or at sale in lieu of such foreclosure, and a purchaser from a first mortgagee who purchases at such a foreclosure sale or such a sale in lieu of foreclosure, shall not be liable for unpaid assessments becoming due thereafter.

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 more specifically provided by Section 6 of the Act.

Section 5.10. - Sales and Leases By Trustees. The Trustees may exercise all the powers necessary to purchase or lease as set forth in this Article. However, the Trustees shall not elect to

purchase or lease any Condominium Unit under these provisions without the prior approval of not less than eighty (80%) percent of the Owners' total voting power.

Acquisition of Condominium Units by the Trustees 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 Condominium Trust.

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 Trustees of such transfer, including the name and address of the acquiring Owner, and the date of the transfer.

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.

Section 5.11. - Rebuilding, Restoration and Condemnation.

Section 5.11.1. - Casualty Loss. In the event of damage to or destruction of the Common Areas and Facilities of the Condominium as a result of fire or any other casualty (unless the loss to the Common Areas and Facilities exceeds ten percent (10%) of the value of the Condominium prior to the casualty and both of the Unit Owners do not agree to proceed with the repair or restoration as described in this Section) or in the event of damage to or destruction of any Unit as a result of fire or other casualty, whether or not the Common Areas and Facilities have been damaged or destroyed, the Insurance Trustees designated hereinbelow shall promptly adjust and collect the loss, arrange for the prompt repair or restoration of the damaged areas, and disburse the proceeds of all insurance policies in payment of all costs and expenses actually incurred in connection with such repair or restoration in appropriate progress payments and with appropriate retainage. All insurance proceeds paid to the Trustees on account of any casualty shall be dedicated solely to the repair or restoration of the loss, and any application of such proceeds by the Trustees on account thereof, shall be prior to the application of such proceeds for any other purpose.

The Trustees may perform emergency work essential to the preservation and safety of the Condominium or the safety of persons, or required to avoid the suspension of any essential service to the Condominium, without having first adjusted the loss or obtained proceeds of insurance.

In the event that the total cost of repair or restoration as estimated on the basis of an independent appraisal, or as determined during the course of repair or restoration, exceeds the total sum of available insurance proceeds, then the Trustees shall allocate the available proceeds between (i) Common Areas and Facilities and (ii) Units (or Unit) in proportion to the estimated cost of repairing or restoring each, and shall assess, levy or charge all Unit Owners, as a common expense, the amount estimated to repair or restore the Common Areas and Facilities in excess of the insurance proceeds available therefor and shall assess, levy or charge the Owner(s) of a Unit in which a loss has occurred for the amount estimated to repair or restore said Unit or Units in excess of the insurance proceeds available therefor.

If there shall have been repair or restoration pursuant to the foregoing provisions of this Section, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds shall be divided into separate shares for the Trust and the Unit Owners of the damaged Units, in proportion to the respective costs of repair or restoration of the damaged portions of the Common Areas and Facilities and of each damaged Unit, and shall then be paid over to the Trustees and/or each such Unit Owner entitled to a share.

Notwithstanding the foregoing, if a loss to the Common Areas and Facilities due to a casualty exceeds ten percent (10%) of the value of the Condominium immediately prior to such loss, the Trustees shall forthwith submit to all Unit Owners a form of Agreement (which may be in several counterparts) (the "Restoration Agreement") by the Unit Owners authorizing the Trustees to proceed with the necessary repair, rebuilding or restoration. Upon receipt by the Trustees of the Restoration Agreement signed by Unit Owners holding at least seventy-five percent (75%) of the Beneficial Interest, the Trustees shall proceed with the necessary repairs, rebuilding and restoration. The cost of all repairs, rebuilding and restoration shall be a Common Expense and the excess of such cost over any available insurance proceeds and available common funds shall be a Common Expense and the excess of such cost over any available insurance proceeds and available common funds shall be assessed to the Unit Owners as provided above in accordance with their beneficial interest. Provided, however, if such excess cost exceeds ten percent (10%) of the value of the Condominium, any Unit Owner objecting to such repair, rebuilding or restoration may apply to the Superior Court on such notice to the Trustees as the Superior Court shall direct, for an order directing the purchase of his

Unit by the Trustees at the fair market value thereof as approved by the Superior Court. The cost of any such purchase shall be a Common Expense.

If within one hundred twenty (120) days of the date of such loss, Unit Owners entitled to at least seventy-five (75%) percent of the Beneficial Interest (other than the Grantor) do not agree to proceed with repair or restoration (by executing the Restoration Agreement and timely returning the same to the Trustees), a Unit Owner's proportionate share of the insurance proceeds with respect to the Common Areas and Facilities, together with the portion of the insurance proceeds allocated to any Unit as a result of a loss to such Unit due to the casualty shall, to the extent permitted by law, be paid first to the holder of the first mortgage of such balance secured thereby and any accrued interest and other charges then due the holder of the first mortgage, and thereafter to the Unit Owners, and if first mortgagees, of which the Trustees have received notice, holding mortgages on Units having at least 51% of the Beneficial Interest approve a suit for partition then the Condominium 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 common funds of the Trust (adjusted for insurance proceeds paid or payable to mortgagees as aforesaid) shall be divided all as provided in law, distribution thereof with respect to the amounts due a Unit Owner shall be made first to the holders of the first mortgages on Units, if any, to the extent of the amounts respectively secured thereby, and thereafter to the Unit Owners. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A.

Notwithstanding anything to the contrary contained in this Section 5.11.1., in the event that any Unit Owner shall dissent from any determination of the Trustees with respect to the value of the Condominium or any other determination or action of the Trustees under this Section 5.11.1 by notice in writing to the Trustees within ten days after such determination or action, and such dispute shall not have been resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owner may submit the matter to arbitration, and for that purpose, one arbitrator shall be designated by the Trustees, one by the dissenting Unit Owner and a third by the two arbitrators so designated and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

Notwithstanding anything to the contrary contained in the preceding paragraphs of this Section 5.11.1., the Trustees shall not, in any event, be obliged to proceed with any repair or restoration unless and until they have received funds in an amount equal to the estimate of the Trustees of all costs thereof.

Section 5.11.2. - Eminent Domain. In the event of a taking of all or part of the Condominium under the powers of eminent domain, the provisions of Section 5.11.1., and the provisions of Section 17 of the Chapter 183A of the General Laws of Massachusetts shall apply as if the taking were a casualty loss, with the proceeds of the taking award being treated in the same manner as would the proceeds of an insurance settlement. Provided, however, if the taking award specifically allocates certain damages as being attributable to the Common Areas and Facilities and/or particular Units, such allocations shall be used in allocating the proceeds pursuant to the provisions of Section 17 of Chapter 183A of Massachusetts General Laws.

Where one or more Units have been substantially altered or rendered uninhabitable as a result of a partial taking, and the Unit Owners vote to restore and continue the Condominium pursuant to the provisions of Section 17 of said Chapter 183A, the Trustees shall have the authority to acquire the remaining portions of such Units, for such price as the Trustees shall determine, provided that any Unit Owner of such remaining portion who does not agree with such determination may apply to the Superior Court on such notice to the Trustees as the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court. Where as a result of a partial taking any Unit is decreased in size or where the number of Units is decreased by a partial taking, then the Trustees may make such provision for realignment of the percentage interests in the Common Areas and Facilities as shall be just and equitable subject to the provisions of the Master Deed with respect to approval by First Mortgagees.

In the event of a total or partial taking under the powers of eminent domain, the Unit Owners shall be represented by the Condominium acting through the Trustees. In the event of a partial taking, the award shall be allocated among the affected Units according to their appurtenant Beneficial Interest, and paid first to the extent permitted by law, to the holder(s) of the first mortgage of such Unit(s), if any, up to, but not in excess of, the then principal balance secured thereby and any accrued interest and other charges then due the holder(s) of the first mortgage. In the case of a total taking of all Units and the Common Areas and Facilities, the entire award shall be payable to the Trustees to be Interest, and paid first to the extent permitted by law, to the holder(s) of the first mortgage of such Unit(s), if any, up to, but not in excess of, the then principal balance secured thereby and any accrued interest and other charges then due the holder(s) of the first mortgage. As to any portion or portions of any award which are attributable to direct or consequential damages suffered by particular Units, they shall be payable to the owners of such particular Units and their mortgagees, as their interests may appear.

Notwithstanding anything contained herein to the contrary any award attributable to improvements which the Grantor has constructed on the Condominium Land as part of uncreated phases and/or attributable to the Grantor's right to create and develop additional phases of the Condominium, shall be payable to the Grantor and his mortgagees.

Section 5.11.3. - Retention of Architect. Whenever the estimated cost, as determined by the Trustees, of repair or restoration exceeds as to any one casualty or occurrence, 10% of the value of the Condominium or 25% of the value with respect to any one Unit, then the Trustees shall retain a registered architect or registered engineer, who shall not be directly or indirectly a Unit Owner or an employee or agent of any Unit Owner; or a Trustee or any employee or agent of any Trustee, to supervise the work of repair or restoration, and no sums shall be paid by the Trustees on account of such repair or restoration except upon certification to them by such architect or engineer that the work for which payment is being made has been completed in a good and workmanlike manner in accordance with approved plans and specifications, and that the estimated total cost of completion of said repair or restoration, less amounts theretofore advanced, does not exceed the undisbursed proceeds of insurance as augmented by funds obtained by any assessment or assessments levied or chargeable to the Unit Owners as a Common Expense.

Section 5.12. - Improvements to Units.

Section 5.12.1. - Permission of Trustees. No Unit Owner shall make any addition, alteration or improvement in or to his Unit or to any portion of the Common Areas and Facilities to which he has the exclusive use, which may affect the appearance, structure or mechanical systems of the Condominium without the prior written consent thereto of the Trustees (including without limitation all load bearing walls and knee walls in lofts, if any). The Trustees shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement within thirty (30) days after receipt of the request, and failure to do so within this time period shall constitute a consent by the Trustees.

As to any request for approval pursuant to this Section the Trustees may engage, if they so choose, an architect or engineer or both, if necessary, to review the plans to be attached to said request, and such architect or engineer's fees shall be paid by the requesting Unit Owner. If the said engineer and/or architect determine that the plans are consistent with the structural integrity and/or design character, as relevant to the particular request, of the Condominium, the Trustees may then, in their sole discretion, approve or disapprove said plans, or approve them subject to certain conditions including restrictions in the manner of performing such work and requirements.

All additions, alterations or improvements to any Unit (whether or not affecting the structural or mechanical systems of the Condominium) shall be performed in compliance with all applicable laws, regulations and codes, and when required thereby, by licensed contractors and shall be completed in a good and workmanlike manner. Each Unit Owner and his contractors shall cooperate with the Trustees and other Unit Owners so as not to unduly inconvenience or disturb the occupants of the Condominium. Notwithstanding the provisions of Section 5.11.1. above, the cost, in excess of available insurance proceeds, of repairing or restoring any damage to the Common Areas and Facilities or to any Unit which is caused by any work being performed by or for a Unit Owner shall be charged solely to such Unit Owner.

Section 5.12.2. - Building Permit. Any application to any department of the Town of Tewksbury, MA or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Trustees without, however, incurring any liability on the part of the Trustees or any of them to any contractor, subcontractor or materialman or any other person on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

Section 5.12.3. - Notification to Trustees of Value. If the Trustees approve any request as provided hereinabove or if the Unit Owner makes any addition, alteration or improvement not requiring the consent of the Trustees, the Unit Owner shall promptly notify the Trustees of the insurable value of said improvement pursuant to the provisions hereof. Such notice shall state in reasonable detail the nature of the improvements and the value thereof. Each Unit Owner shall, upon request by the Trustees, also submit to the Trustees such further information relating to said improvements as the Trustees shall reasonably require.

Section 5.13. - Improvements to Common Areas and Facilities. If and whenever the Trustees shall propose to make any improvement to the Common Areas and Facilities or shall be requested in writing by Unit Owners holding at least twenty-five percent (25%) of the Beneficial Interest to make any such improvement, the Trustees shall submit to all the Unit Owners a form of agreement which may be in several counterparts (the "Improvement Agreement") specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same. Upon the receipt by the Trustees of such Improvement Agreement approved by Unit Owners whichever of said events shall first occur, the Trustees shall notify all the Unit Owners of the aggregate percentage of Beneficial Interest held by Unit Owners who have then approved such Improvement Agreement. If such percentage is equal to or



exceeds seventy-five percent (75%), the Trustees shall proceed to make the improvement or improvements specified in such agreement and, in accordance with said Section 18 of Chapter 183A, shall charge the cost of such improvement to all Unit Owners as a Common Expense in accordance with their Beneficial Interest. Provided, however, that if the Trustees shall determine in their reasonable discretion that the cost of such improvement exceeds ten (10%) percent of the then value of the Condominium, any Unit Owner who did not so agree to proceed may apply to the Superior Court, on such notice to the Trustees as the Superior Court shall direct, for an order directing the purchase of his Unit by the Trustees at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a Common Expense. If Unit Owners holding more than fifty percent (50%) but less than seventy-five percent (75%) of the Beneficial Interest so approve, the Trustees shall proceed to make such improvement or improvements and shall charge the same solely to the Unit Owners so approving.

AS LONG AS THE MASSACHUSETTS HOUSING FINANCE AGENCY IS THE MORTGAGEE OF ANY UNITS IN THE CONDOMINIUM, NO IMPROVEMENT SHALL BE MADE WITHOUT ITS CONSENT.

Notwithstanding anything to the contrary contained in the preceding paragraph, (a) in the event that any Unit Owner or Owners shall dissent from any determination of the Trustees with respect to the value of the Condominium or any other determination or action of the Trustees under this Section 5.13. by notice in writing to the Trustees within ten days after such determination or action, and such dispute shall not be resolved within thirty days after such notice, then either the Trustees or the dissenting Unit Owner or Owners may submit the matter to arbitration, and for that purpose one arbitrator shall be designated by the Trustees, one shall be designated by the two arbitrators so designated, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association and (b) the Trustees shall not in any event be obligated to proceed with any improvement unless and until they have received funds in any amount equal to the estimate of the Trustees of all costs thereof.

This Section 5.13. may only be amended with the approval of MHFA.

Section 5.14. - Unit Owners. For the purpose of these By-Laws and this Trust instrument, whenever it herein states that the approval, agreement, consent or request of a certain percent of the Unit Owners is required it shall mean the owners of that percentage in the aggregate in interest of the Beneficial Interest hereunder as set forth in Chapter 183A, Section 1.

Section 5.15. - Pets. Dogs, cats and other household animals may not be kept in any Unit without the prior written approval of the Trustees pursuant to the Rules and Regulations. If any pet is permitted by the Trustees, such pet or pets shall not be kept in any Unit in such number or of such type or under any circumstances as to be noisome or offensive to the other Unit Owners. The Trustees may, in their sole discretion exercised in such manner as they may determine, upon complaint made by any Unit Owner as to the noisomeness or offensiveness of any pet, order that such pet may not be kept in a Unit notwithstanding any prior permission to maintain such pet(s).

Section 5.16. - Rules, Regulations, Restrictions and Requirement. The use of the Condominium and each Unit Owner's Unit shall be restricted to and shall be in accordance with the provisions of said Master Deed, this Trust, including By-Laws and such administrative rules and regulations and requirements of all governmental bodies having jurisdiction over the Condominium or the use and occupancy thereof. The initial set of Rules of the Condominium are annexed to this Declaration of Trust as "Exhibit A" and hereby incorporated herein. The Trustees may eliminate any violation of any such provisions and the cost and expense of eliminating same shall constitute a Common Expense; except, however, that if a violation is caused in whole or in part by any Unit Owner, his family, servants, employees, agents, visitors, lessees, or licensees, the cost and expense as the Trustees may determine, shall be charged to the Unit Owner's Common Expenses which shall be payable by the Unit Owner of such Unit upon demand and until same is paid by such Unit Owner, shall constitute a lien against such Unit pursuant to the provisions of this paragraph and Section 6 of said Chapter 183A.

The Trustees shall have the right (which right shall not be delegated) at any time and from time to time to adopt, amend and rescind reasonable administrative rules and regulations governing the operation, appearance and use of the Units and the Common Areas and Facilities including without limitation Common Areas and Facilities the exclusive use of which is for one or more Units (the "Rules and Regulations"); provided, however, that any such Rules and Regulations shall not be promulgated and/or amended which will materially adversely affect the holder of any first mortgage of which will materially adversely affect the holder of any first mortgage of which the Trustees have received notice without the written consent of such holder. All Rules and Regulations adopted hereunder shall be deemed to be additional By-Laws and are incorporated herein by reference. A vote of a Majority of Unit Owners at an annual or special meeting may overrule and declare void any Rules and Regulations and any amendments or changes thereto shall be furnished by the Trustees to each Unit Owner.

The Rules and Regulations, Master Deed, Declaration of Trust and By-Laws, as from time to time amended, shall be enforced by the Trustees. The Trustees may eliminate any violation of any such documents and the cost and expense of eliminating same shall

be chargeable to the Unit Owner who himself or whose family, servants, employees, agents, visitors, lessees, licensees, or pets are responsible for such violation and shall constitute a portion of such Unit Owner's Common Expenses which shall be payable by the Unit Owner of such Unit upon demand and until same is paid shall constitute a lien against such Unit pursuant to the provisions of this paragraph and Section 6 of said Chapter 183A. The Trustees may also levy reasonable fines against such Unit Owner for such violations and such fine shall constitute a portion of such Unit Owner's Common Expenses which shall be payable by the Unit Owner of such Unit upon demand and until same is paid by such Unit Owner shall constitute a lien against such Unit pursuant to the provisions of this paragraph and Section 6 of said Chapter 183A. For each day a violation continues after notice it shall be considered a separate violation. In the case of persistent violation of the Rules and Regulations by a Unit Owner to post a bond to secure adherence to the Rules and Regulations. All Rules and Regulations shall contain such restrictions and requirements respecting the use and maintenance of the Units and the use of the Common Areas and Facilities to prevent unreasonable interference with the use by Unit Owners of their Units and the Common Areas and Facilities.

Section 5.17. - Manager. The Trustees may hire or appoint a Manager or Managing Agent to administer the Condominium who shall perform such duties in the administration, management and operation of the Condominium, including the incurring of expenses, the making of disbursements and the keeping of accounts as the Trustees shall from time to time determine. However, notwithstanding the appointment of such a Manager, the Trustees shall retain ultimate control over the administration, management and operation of the Condominium. The Trustees or such Manager may appoint, employ and remove such additional agents, attorneys, accountants, or employees as the Trustees or such Manager may from time to time determine. Any agreement for professional management of the Condominium shall be terminable without cause and without incurring payment of a termination fee on thirty (30) days (or less) written notice. The term of such agreement shall not exceed three (3) years.

Section 5.18. - Insurance.

Section 5.18.1. - Casualty Insurance. The Trustees shall obtain and maintain, to the extent obtainable at reasonable costs as determined by the Trustees, and permitted by applicable law, so-called master policies of insurance providing fire-with-extended and all risk coverage insurance, insuring the Condominium, including, without limitation, the Common Areas and Facilities, all of the Units with all fixtures, additions, alterations and improvements thereof, all heating and cooling equipment and other service machinery, apparatus, equipment and installations comprised in the Common Areas and Facilities, and also all such portions and elements of the Units as are for insurance purposes

normally deemed to constitute part of the buildings and customarily covered by such insurance, but not including any furniture, furnishings, household and personal property belonging to and owned by individual Unit Owners, in an amount equal to not less than one hundred percent (100%), minus the amount of any deductible, of the full replacement value thereof (as determined by the Trustees not less frequently than on an annual basis) without deduction for depreciation and shall include, if available, so-called Agreed Amount, Inflation Guard, Construction Code and Replacement Cost endorsements. The Trustees may purchase a so-called "blanket" policy covering the buildings if they deem it advisable. In determining full replacement value, the Trustees may reasonably rely upon the advice of the insurer or their insurance agent. The name of the insured under each required policy must be stated in form and substance similar to the following: "Trustees of the Gettysburg Commons Condominium Trust for use and benefit of the individual unit owners." Such insurance shall contain the standard mortgagee clause and shall name the Trustees as Insurance Trustees for the use and benefit of all Unit Owners of Gettysburg Commons Condominium and their mortgagees as their interest may appear, with loss payable to and adjusted by the Trustees as Insurance Trustees in accordance with the provisions of these By-Laws.

The Trustees shall insure against 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, and machinery explosion or damage. The cost of all insurance obtained and maintained by the Trustees pursuant to the provisions of this Declaration of Trust shall be a Common Expense.

Section 5.18.2. - Terms and Conditions of Policies. Policies for such casualty insurance shall provide (i) that the insurance company waive any right of subrogation against the Trustees, their agents and employees, Unit Owners their respective employees, agents, tenants and guests, (ii) that the insurance shall not be prejudiced by any act or neglect of any Unit Owners or occupants or any other person or firm (including employees and agents of the Trustees) when such act or neglect is not within the control of the Trustees (or Unit Owners collectively) or by failure of the Trustees (or Unit Owners collectively) to comply with any warranty or condition with regard to any portion of the premises over which the Trustees (or Unit Owners collectively) have no control), (iii) that such policies may not be cancelled or substantially modified without at least twenty (20) days' prior written notice to all Unit Owners and mortgagees of Units to whom certificates of insurance have been issued, (iv) that recovery thereunder shall not be affected on account of the availability of proceeds under any policies obtained by individual Unit Owners covering their own Units, and (v) if

available, that the company shall waive any right it may have under the policy to repair or restore damage should the Unit Owners elect to terminate the Condominium because of such damage.

Should insurance may provide for a reasonable deductible amount from the coverage thereof, as determined by the Trustees in their reasonable discretion. In the event of any loss which relates solely to the Common Areas and Facilities, such deductible amount may be assessed to all Unit Owners as a special assessment of Common Expenses hereunder. In the event of any loss which relates in whole or in part to items forming part of a unit, the Trustees may assess to the Unit Owner of such Unit, as a special assessment, all or part of such deductible amount, such special assessment being in an amount directly proportional to the amount of such loss related to such Unit items and the amount of the loss related to the Common Areas and Facilities. Unit Owners shall be liable for such special assessments in addition to their respective shares of the Common Expenses, and until such charges are paid by such Unit Owners, the same shall constitute a lien against their Units pursuant to the provisions of Section 6 of said Chapter 183A.

Section 5.18.3. - Certificates of Insurance. Certificates of insurance with proper mortgagee endorsements, when requested, shall show the amount of insurance covering the Unit and its interest in the Common Areas and Facilities.

Section 5.18.4. - Insurance Appraisal. Unless waived by unanimous vote of all Trustees then in office, the Trustees shall obtain at least annually an independent insurance company appraisal of the full replacement value of the property to be insured in accordance with the foregoing provisions of this Section 5.18., without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section, and the amount of such insurance shall in no event be less than the full replacement value as so determined, minus the amount of any deductible. If the Trustees in their discretion deem it necessary, they shall upon notification of improvements to be made to a Unit by a Unit Owner increase the insurance coverage afforded by said master policy.

Section 5.18.5. - Notification of Mortgagees. Subject to the provisions hereof, insurance proceeds received by the Insurance Trustees shall be held in trust in any identified and segregated fund for the benefit of the Unit Owners and their mortgagees. The Trustees, on behalf of the organization of Unit Owners, shall give written notice to all mortgagees of which the Trust has received notice, of any loss to, or taking of, the Common Areas and Facilities if such loss or taking exceeds \$10,000.00, and in addition, if the loss or taking to any Unit exceeds \$1,000.00, then the Trustees shall give written notice of such loss or taking to such mortgagees listed as holding mortgages on that Unit.

Section 5.18.6. - Liability Insurance. The Trustees shall obtain and maintain, to the extent obtainable, master policies of insurance with respect to the Common Areas and Facilities for the benefit and protection of the Trustees and all Unit Owners for (i) comprehensive public liability insurance in such limits as the Trustees may, from time to time, determine but in no case less than \$1,000,000/\$1,000,000 in coverage covering the Trust, the Trustees, the Manager and each Unit Owner with respect to liability arising out of ownership, maintenance or repair of those portions of the Condominium not reserved for exclusive use by the Owner or Owners of a single Unit, such insurance to provide for cross claims by the coinsured, such insurance policy shall also contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Condominium Unit Owner because of negligent acts of the condominium association of owners, the Trustees or other Unit Owners, (ii) workmen's compensation and employee's liability insurance with respect to any Manager, agent or employee of the Condominium but excluding any independent agent or Manager, and (iii) such other insurance as the Trustees may from time to time deem to be desirable or appropriate, including, without limitation, fiduciary liability insurance.

Section 5.18.7. - Unit Owner's Insurance. Unit Owners shall carry insurance for their own benefit insuring their furniture, furnishings and other property located within their respective Units; provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Trustees shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Unit Owners are advised to obtain loss assessment coverage to the extent required by the Federal National Mortgage Association (FNMA). This section shall not apply to Units owned or controlled by the Tewksbury Housing Authority, Executive Office of Communities and Development (EOCD) or successor agencies.

Section 5.18.8. - Fidelity Coverage. To the extent required by the Federal National Mortgage Association, the Trustees shall obtain fidelity coverage against dishonest acts on the part of the Manger, Trustees, employees or volunteers responsible for handling funds belonging to or administered by the Trustees. The fidelity bond or insurance shall name the Condominium Trust as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than three (3) months of the insured's estimated annual operating expenses plus reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The premiums for such coverage shall be a Common Expense of the Condominium and any such insurance or bond

may not be cancelled or substantially modified without at least twenty (20) days prior written notice to all Unit Owners and mortgagees of such Units.

Section 5.18.9. - MHFA, FHLMC and FNMA Insurance Requirements.

If MHFA, FHLMC or FNMA holds any interest in one or more mortgages on Units of which the Trustees have received notice, the Trustees shall obtain and maintain to the extent obtainable such other insurance as may be required from time to time by whichever of MHFA, FHLMC or FNMA holds such interest. All such policies shall provide that adjustment or loss shall be made by the Trustees, and if MHFA, FHLMC or FNMA holds any interest in one or more mortgages on Units, all such policies shall be in such amounts and contain such terms as may be required from time to time by whichever of MHFA, FHLMC or FNMA holds such interest.

Section 5.18.10. - Authorized Insurance Representatives.

Notwithstanding any of the foregoing provisions and requirements to the contrary relating to physical damage or liability insurance, there may be named as an insured, on behalf of the Trustees, the Trustees' authorized representative, including any Trustee with whom such Trustees may enter into any Insurance Trust Agreement or any successor to such Trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such physical damage or public liability insurance. Each Unit Owner appoints the Trustees, or any Insurance Trustee or substitute Insurance Trustee designated by the Trustees, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including without limitation the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish such purpose. The Trustees or any Insurance Trustee shall receive, hold or otherwise properly dispose of any proceeds of insurance in trust for Unit Owners and their first mortgage holders of record, as their interest may appear.

Section 5.18.11. - Notification to Trustees of Improvements.

Each Unit Owner shall notify the Trustees in writing of all improvements to his or her Unit (except personal property other than fixtures) within twenty (20) days after the commencement of construction of such improvements, and upon receipt of such notice, the Trustees shall notify the insurer under any policy obtained pursuant to this Section of any such improvements and shall purchase additional Insurance in such amounts as required by this Section, and any premium increase caused by such improvements may be assessed to the Owner of the improved Unit as a Common Expense. No Unit Owner shall be entitled to receive insurance proceeds for the repair, replacement or restoration of any such improvements not so reported to the Trustees, unless otherwise consented to by unanimous vote of the Trustees.

Section 5.18.12. - Director's and Officer's Liability Insurance. The Trustees shall obtain to the extent available directors and officers liability coverage in such amounts and in such form as they deem advisable but in amounts not less than one million dollars. The premium for such coverage shall be a Common Expense of the Condominium.

Section 5.19. - Meetings.

Section 5.19.1. - Unit Owners Meeting; Quorum. There shall be an annual meeting of Unit Owners on the first Tuesday of January at 7:30 PM at the Condominium or at such other reasonable place and time as may be designated by the Trustees (not more than thirty (30) days before or after said date) (the "Annual Meeting"). If that day is a legal holiday, the meeting shall be held on the next succeeding day. The Trustees shall give written notice thereof to the Unit Owners at least fourteen (14) days prior to said date. At the Annual Meeting the Trustees shall submit reports of the management and finances of the Condominium. Special meetings (including a meeting in lieu of a passed annual meeting) of the Unit Owners may be called at any time by the Trustees and shall be called by them upon the written request of Unit Owners holding more than twenty-five percent (25%) of the Beneficial Interest hereunder ("Special Meeting"). Written notice of any such special meeting designating the place, day and hour thereof shall be given by the Trustees to the Unit Owners at least fourteen (14) days prior to the date as designated. The Trustees propose to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter. Each Unit Owner, or a person designated by such Unit Owner to act as proxy on his behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to his Unit at all meetings of Unit Owners which votes shall be the equivalent of such Unit Owners' percentage of Beneficial Interest hereunder. The designation of any such proxy at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where otherwise provided by law or by this Trust.

Except as otherwise provided in this Trust, the presence in person or by proxy of Unit Owners holding at least twenty-five (25%) of the Beneficial Interest under the Trust shall constitute a quorum at all meetings of the Unit Owners.

Section 5.19.2. - Trustees Meeting. The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect a Chairman, Treasurer and Secretary, and may elect any other officers then deem expedient. Other meetings may be called by any Trustee; provided, however, that written notice of each such other meeting stating the place, day and hour thereof shall be given at least two (2) days before such meeting to each Trustee. A majority of the number of Trustees



then in office shall constitute a quorum at all meetings, and such meetings shall be conducted in accordance with such rules as the Trustees may adopt. Accurate minutes of all Unit Owner and Trustee meetings shall be taken by a person designated by the Trustees and shall be maintained by the Trustees as part of the records of the Trust. Tape recordings of such meetings may be made in lieu of minutes.

Section 5.20. - 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 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, or mailing it by first class mail, postage prepaid, and addressed to such Unit Owner, at his address at the Condominium, unless such Unit Owner has designated in writing to the Trustees some other address for the receipt of notices, at least seven (7) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given.

Section 5.21. - Inspection of Books; Reports to Unit Owners. Books, accounts and records of the Trustees and of the organization of Unit Owners shall be open to inspection to any one or more of the Trustees, to the Unit Owners and to first mortgagees at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trustees for such year, which report shall include financial statements in such summary form and in only such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by certified mail, return receipt requested, within a period of three (3) months of the date of the receipt by him shall be deemed to have assented thereto.

Section 5.22. - 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 Trustee or by any Manager to whom such power may at any time or from time be delegated by not less than a majority of the Trustees.

Section 5.22.1. - Seal. The Trustees may sign any instrument under seal without being required to affix a formal, common or wafer seal.

Section 5.23. - Sale or Lease of Units. A Unit Owner may assign, lease, sell or otherwise transfer all of his interest in this Unit(s), together with (i) the undivided interest in the Common Areas and Facilities appurtenant thereto, (ii) the exclusive

right and easement of such Unit Owner, if any, to use the appurtenant automobile parking space and any other portion of the Common Areas and Facilities to which said Unit Owner has an exclusive right and easement, as elsewhere herein provided, (iii) the interest of such Unit Owner in any Units theretofore acquired by the Trustee or his designee on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any other assets of the Condominium (collectively, the "Appurtenant Interests") in the manner set forth below:

(a) Any deed to a purchaser or lease to a lessee shall provide that the acceptance thereof shall constitute an assumption of the Master Deed the Trust, the By-Laws and the Rules and Regulations, as the same may be amended from time to time. Any such lease shall be consistent with these By-Laws and shall provide that the Trustees shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease, or in the event of the creation, continuance or sufferance of a nuisance in or about the premises. This section shall not apply to Units owned or controlled by the local housing authority, Executive Office of Communities and Development (EOCD) or successor agencies.

(b) In the event and at the time a Unit Owner should assign, lease, sell or otherwise transfer his interest in his Unit, such Unit Owner shall notify the Trustees of the name and address of the persons to whom he is so transferring, together with the Unit Owner's new address and telephone number and such other information as the Trustees may require or deem desirable. This Section shall not apply to Units owned or controlled by the local housing authority, Executive Office of Communities and Development (EOCD) or successor agencies.

(c) No Unit Owner shall execute any deed, lease, 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, lease, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interest, 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, leased, transferred or otherwise disposed of, except as part of a sale, lease, transfer or other disposition of such part of the Appurtenant Interests of all Units.

(d) Acquisition of Units by the Trustees for the Trust may be made from the working capital and common charges 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 ownership in the Common Areas and Facilities, as a common charge, or the Trustees, in their discretion, may borrow money to finance the acquisition of such Unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be acquired by the Trustees.

(e) Notwithstanding the above, all leases or rental agreements with respect to a Unit shall be in writing and for a period of time of at least six (6) months and shall be subject to the provisions contained in the Master Deed.

Section 5.24. - Determining Fair Market Value. In the event that any Unit Owner(s) by written notice to the Trustees, shall dissent from any determination of the Trustees with respect to the fair market value of a Unit or of the Condominium which must be ascertained pursuant to Chapter 183A, Section 17 or Section 18, and such dispute is not resolved within thirty (30) days of such notice, then either the Trustees or the Unit Owner(s) shall submit the matter to an arbitration board consisting of one member chosen by the dissenting Unit Owner(s), one member chosen by the organization of Unit Owners acting through the Trustees hereunder, and one member chosen by the two members so selected. The board so chosen shall have the right to seek the assistance of a professional real estate appraiser in making their determination, and the cost of his services shall constitute a common charge to all Unit Owners. However, the members of the board shall receive no compensation for their services, although they shall be reimbursed for their reasonable expenses which shall constitute common charges to all Unit Owners. The determination of value by the board shall be binding upon all parties.

Section 5.25. - Right of Access. The Trustees or any other person authorized by the Trustees shall have a right of access to any Unit for the purpose of making inspections or for the purpose of correcting any conditions originating in the Unit or threatening another Unit or the Common Areas and Facilities, or for any other purpose reasonably necessary for the proper maintenance or operation of the Condominium; provided, however, that such entry is made after advance notice and than any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency such right of entry shall be immediate.

Section 5.26. - Utilities. Utilities shall be supplied by the public utility company serving the area directly to each Unit through a separate meter and each Unit Owner shall be required to pay the bills for utilities consumed or used in his Unit. The

utilities serving the Common Areas and Facilities shall be separately metered, and the Trustees shall pay all bills for utilities consumed in such portions of the Common Areas and Facilities as a Common Expense.

Section 5.27. Unit First Mortgages.

Section 5.27.1. Notice to Trustees. Any Unit Owner may, without the prior written approval of the Trustees, mortgage his Unit to any person, firm or entity. A Unit Owner who mortgages his Unit, shall notify the Trustees of the name and address of his mortgagee and the Trustees shall maintain such information in a separate book. The failure of a Unit Owner to so notify the Trustees shall not invalidate the mortgage or any other provisions or the rights of any holder of such mortgage.

Section 5.17.2. - Notice of Unpaid Common Charges or other Default. The Trustees, whenever so requested in writing by a mortgagee of a Unit, shall promptly report (i) any then unpaid common charges due from, or any other default by, the owner of the mortgaged Unit, (ii) any other default in the performance by the Unit Owner of the mortgaged Unit of any obligation under the Master Deed, this Trust, or the Rules and Regulations which is not cured within sixty (60) days of notice to the Unit Owner, (iii) any condemnation loss or any casualty loss which affects a material portion of the project or any Unit on which there is a first mortgage held, insured, or guaranteed by an eligible mortgage holder or eligible insurer or guarantor as applicable, (iv) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Association, (v) any proposed action which requires the consent of a specified percentage of eligible mortgage holders as specified in the Master Deed or this Declaration of Trust, and (vi) any proposed material amendment to this Trust, other than amendments only for the purpose of correcting technical errors or for clarification.

Section 5.27.3. - Lien Relates Only to Units. All taxes, assessments, and charges which may become liens prior to a first mortgage on a Unit under local law shall relate only to the individual Units and not to the Condominium as a whole.

Section 5.28. - Special Uses of Common Areas and Facilities. Subject to the rights of the Grantor pursuant to the Master Deed, in addition to the exclusive right and easement for the use of one (1) parking space appurtenant to each Unit, as elsewhere provided, the Trustees may from time to time assign additional parking spaces to particular Unit Owners. Such additional parking spaces shall be so assigned for such periods and for such monthly charges as the Trustees may in their discretion determine, all such charges to constitute common funds upon receipt by the Board. All such designations and assignments shall be made on a fair and equitable basis, taking into account

the reasonable needs of particular Unit Owners, provided, however, that no Unit Owners shall be assigned more than one additional parking space unless and until all Unit Owners desiring an additional space have been assigned one.

Section 5.29. - Attorneys Fees and Costs. In such case as it is necessary for the Trustees to engage the services of an attorney, or attorneys, for the purpose of enforcing against a Unit Owner any provision of the Master Deed, the Declaration of Trust, the Rules and Regulations, or obligations thereunder, and the Trustees should prevail thereon, said Unit Owner shall be liable for, in addition to any other liability, the fees and costs of such attorneys in so proceeding. The amount of such fees and costs shall constitute a lien upon the Unit enforceable to the same manner and extent as alien for Common Expenses, and the Unit Owner shall be personally liable therefor.

Section 5.30. - Arbitration. In such event as there should arise a dispute between the Board of Trustees and any Unit Owner arising out of and/or under the provisions of the Master Deed, the Declaration of Trust, By-Laws and/or the Rules and Regulations except as to the collection of common area expenses, the matter shall be submitted to binding arbitration for determination. Such arbitration shall be before a single arbitrator and in accordance with the rules of and under the aegis of the American Arbitration Association and shall be initiated as provided by such rules. The arbitrator shall award reasonable attorneys fees and costs to the prevailing party. Pending determination, the costs of arbitration as assessed by the American Arbitration Association shall be borne equally.

Section 5.31. - Energy Conservation; Health and Safety. Notwithstanding anything contained in the Condominium documents to the contrary, the Trustees shall have the right to perform work or add improvements to the Units but as a Common Expense if the purpose of the work relates to energy conservation, health, safety, or the convenience of the Unit Owner. Such work and installation shall be deemed to include, without limitation, storm windows, storm doors, water conservation measures, repairs to intercoms, heat detectors, and the like.

ARTICLE VI  
Rights of Third Parties  
Dealing with the Trustees

Section 6.1. - Reliance on Identity of Trustees. Persons dealing with the Trustees, as certified to them by the Unit Owners, shall not be bound to ascertain or inquire further as to the identity of said Trustees or of any changes therein. The receipts of the Trustees, or any one or more of them, for money or things paid or delivered to them or him 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 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 in herein authorized or directed, nor otherwise as to the purpose or regularity of any of the acts of the Trustees purporting to be done pursuant to any of the provisions or powers herein contained, nor as to the regularity of the resignation or appointment of any Trustee.

Section 6.2. - No Recourse to Trustees. 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, against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceeding, or by virtue of any suit or otherwise. All persons extending credit to, contracting with or having any claim against the Trustees, shall look only to the trust property for payment under 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 for the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under provisions of Chapter 183A.

Section 6.3. - Instruments of Trustees. 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 the Trustees (or by one Trustee if there is only one), or by any person or persons to whom such power may at any time be deemed to have been entered into subject to the terms and provisions hereof.

Section 6.4. - Recording. This Declaration of Trust, and any amendments hereto, and any certificate herein required to be recorded, and any other certificate or paper (including without limitation a certificate pursuant to Section 6(d) of the Act) signed by a majority of Trustees which may be deemed desirable to record shall be recorded with Middlesex North District Registry of Deeds, and such recording shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof. All persons dealing in any manner whatsoever with the

Trustees, the Trust property, or any beneficiary thereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with said Registry. Any certificate signed by a majority of the Trustees in office at the time, setting forth as facts any matters affecting the Trust, including statements as to the identity of 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, and being duly acknowledged and recorded with said Registry shall be conclusive evidence as the facts contained therein. All persons acting in good faith may rely thereon as conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

#### ARTICLE VII Amendment and Termination

Section 7.1. - Amendments. The Trustees, with the consent of the Unit Owners as provided hereinabove, may from time to time amend, alter, add to or change this Declaration of Trust in any manner or to any extent, the Trustees first being duly indemnified against outstanding obligations and liabilities; provided, however, that (a) no such amendment shall alter, add to or change the percentage of beneficial interest hereunder of any Unit Owner so as to be different from the percentage of individual interest of such Unit Owner in the Condominium, and (b) no such amendment which shall render this Trust contrary or inconsistent with the requirements or provisions of the Act shall be valid or effective.

Any amendment, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with the Middlesex North District 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 required by this Trust 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.

Notwithstanding the above, this Trust, the By-Laws, the Master Deed and the rules and regulations may not be amended except with the express written consent of MHFA and Executive Office of Communities and Development (EOCD).

Section 7.1.1. - Consent of Mortgagees to Amendments. In addition, this Trust may not be amended (except for technical non-material corrections or additions) without the approval of first mortgagees, of which the Trustee have received notice, holding mortgages on Units having at least fifty-one percent (51%) of the Beneficial Interest hereunder. Any such first mortgagee who receives a written request to approve amendments who does not deliver a negative response to the requesting party within thirty (30) days shall be deemed to have approved such request.

Section 7.1.2. - Effective Date of Amendment. Any alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with the Registry of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged by a majority of the Trustees then in office, 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 thereof, whether state in such instrument or not, upon all questions as to title or affecting the rights of third persons, and for all other purposes. Nothing in this paragraph contained shall be construed as making it obligatory upon the Trustees to amend, alter, add to or change the Declaration of Trust upon obtaining the necessary consent(s) as hereinbefore provided.

Section 7.2. - Termination. 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 thereof.

Section 7.3. - Actions Upon Termination. Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of Chapter 183A, sell and convert into money the whole of the Trust property, or any part 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 beneficial interest stated in this Trust.

In making any sale under this Section, the Trustees shall have power to sell by public auction or private sale or contract and to buy in or rescind or vary any contract of sale and to 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 distributions of Trust property may have passed.

ARTICLE VIII  
Construction and Interpretation

In construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include individuals, firms, associations, companies (joint stock or otherwise), trust and corporations unless a contrary intention is reasonably required by the subject matter or context. The title headings of different parts hereof are inserted only for 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 the trustee, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts. Unless the context otherwise indicates, words defined in Chapter 183A shall have the same meaning here.

ARTICLE IX  
Assignment by Unit Owner of Rights and Options

The right of any Unit Owner to vote, to grant or withhold any consent or approval, and to exercise any other right or option herein granted to a Unit Owner, may be assigned or transferred in writing to or restricted in favor of, any Mortgagee of a mortgage covering that Owner's Unit, and the Trustees and all other persons shall be bound by any such assignment or transfer of which they have actual written notice.

Exhibit A

CONDOMINIUM RULES  
OF  
GETTYSBURG COMMONS CONDOMINIUM

These Condominium Rules are adopted for the benefit of Owners of residence in the condominium project known as "Gettysburg Commons Condominium." They are intended to contribute to preserving the clean and attractive environment and to assuring the peaceful enjoyment of the Gettysburg Commons Condominium. They are also intended to protect and enhance the value of the Owners' property in the project. They are not designed to unduly restrict or burden the use of the property.

All residents of Gettysburg Commons Condominium and their guests are expected to abide by these Rules which are meant to supplement the provisions of the Master Deed, Declaration of Trust and By-Laws contained therein.

1. ADDITIONS TO EXTERIOR OF BUILDING. Changes affecting the appearance of the exterior of the buildings, such as decorations, awnings, television and radio antennas, signs, screens, sunshades, fans or other changes are to be made only with the consent of the Board of Trustees of the Gettysburg Commons Condominium Trust (the "Board").

2. HANGING OF CLOTHES. No clothes, linens, or other materials shall be hung or shaken from windows, placed on window sills, hung or draped from a balcony, patio or railing, or otherwise left or placed in such a way as to be exposed to public view. Outdoor clotheslines or other outdoor clothes drying or airing facilities are not permitted in the Gettysburg Commons Condominium.

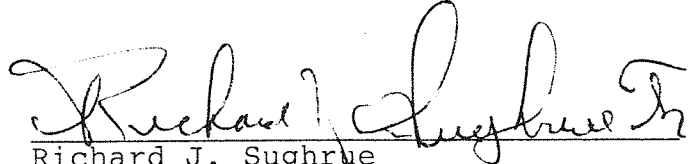
3. NOISE. Owners, guests and lessees will be expected to reduce noise levels after 10:00 P.M., so that neighbors are not disturbed. At no time are musical instruments, record or tape players, radios, or television sets to be so loud as to become a nuisance.

4. LITTERING. There will be no littering. Paper, cans, bottles, cigarette butts, foods and other trash are to be deposited only in appropriate trash containers and under no circumstances are such items to be dropped or left on the grounds or other Common Area of the Gettysburg Commons Condominium.

5. TRASH, REFUSE AND GARBAGE. No one shall place trash or other refuse in the Common Area, except in containers or depositories therefor.

6. OUTDOOR EQUIPMENT. Bicycles, sporting goods, cooking equipment, baby carriages and other personal articles and equipment must be kept within the Unit.

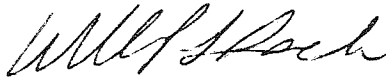
IN WITNESS WHEREOF, the above named Richard J. Sughrue,  
Trustee, sets his hand and seal this 1<sup>st</sup> day of May,  
1991.

  
Richard J. Sughrue  
Trustee as aforesaid

COMMONWEALTH OF MASSACHUSETTS  
Essex, ss

May 1, 1991

Then personally appeared the above named Richard J. Sughrue,  
as Trustee, and acknowledged the foregoing to be his free act and  
deed, before me,

  
WILLIAM P. SCHARLE  
Notary Public  
Comm. expires: 4/29/94