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to enforce all other provisions of this Trust. No restriction, condition, obligation or provision contained in this Trust or By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same.

8.3 Conflicts. If any provision of this Trust shall be invalid or shall conflict with Chapter 183A, as amended, of the General Laws of Massachusetts, or, if any provision of this Trust conflicts with any provision of the Master Deed, the following rules of construction shall be used:

8.3.1 In the event of a conflict between the Trust and said Chapter 183A, as amended, the provisions of Chapter 183A shall control;

8.3.2 In the event of a conflict between any numerical or percentage voting requirements for action set forth in the Master Deed and any such requirements set forth herein, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control;

8.3.3 In the event of any conflict other than as set forth in Paragraph 8.3.2 of this Section between the provisions of the Master Deed and any other provision hereof, the provisions of the Master Deed shall control.

8.4 Severability. In the event that any provision of this Trust shall be determined to be invalid or unenforceable in any respect, it shall be interpreted and construed to be enforceable to the extent and in such situations as may be permitted by applicable law, and, in any event, the partial or total enforceability of such provision shall not affect in any manner the validity, enforceability or effect of the remainder of this Trust; and, in such event, all of the other provisions of this Trust shall continue in full force and effect as if such invalid provision had never been included herein.

ARTICLE IX

Right of First Refusal

9.1 No unit owner may sell a unit except by complying with the following provisions:

(a) Any unit owner who receives a bona fide offer (hereinafter called an "Outside Offer") for the sale of his or her unit and its undivided interest in the common areas and facilities, which he or she intends to accept, shall give written notice to the Trustees of the Condominium Trust and to each unit owner of such offer and such notice shall contain the name, address and telephone number of the proposed purchaser, the terms of the proposed transaction, and such other information as the Trustees of the Condominium Trust may reasonably require, and shall offer to sell such unit together

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with its interest in the common areas and facilities first to the Trustees of the Condominium Trust or their designee, corporate or otherwise, on behalf of all of the owners of all other units, and then to each of the remaining unit owners on the same terms and conditions as contained in such Outside Offer. The giving of such notice shall constitute a warranty and representation by the unit owner to the Trustees of the Condominium Trust and the other unit owners that such Outside offer is bona fide in all respects. Within ten (10) days after receipt of such notice, the Trustees of the Condominium Trust may elect, by notice to such unit owner, to purchase such unit together with its interest in the common areas and facilities, or to cause the same to be purchased by its designee, corporate or otherwise, on behalf of all other unit owners, on the same terms and conditions as contained in the Outside Offer and as stated in the notice from the offering unit owner. In the event that the Trustees of the Condominium Trust shall elect to purchase such unit together with its interest in the common areas and facilities, the transaction shall be consummated as set forth in the Outside Offer, but in no event shall the date of purchase be less than thirty (30) days from the exercise of this right of first refusal. In the event that the Trustees of the Condominium Trust do not signify their intention to exercise their right of first refusal within ten (10) days after receipt of notice of the Outside Offer, any individual unit owner may exercise such right of first refusal, on his or her own behalf, provided that he or she notifies the unit owner desiring to sell the unit in writing within the same ten (10) day period enjoyed by the Trustees of the Condominium Trust. In the event that two or more unit owners attempt to exercise such right of first refusal, the selling unit owner shall determine by lot which unit owner shall purchase his or her unit. The procedure to be employed in consummating a sale to a unit owner who exercises his or her right of first refusal shall be the same as that set forth above for consummating a sale to the Trustees of the Condominium Trust. In the event that neither the Trustees of the Condominium Trust or any unit owner exercises the right of first refusal within the time period set forth herein, the unit owner shall be free to sell such unit together with its interest in the common areas and facilities within the next 120 days to the proposed purchaser, on the same terms and conditions set forth in the notice from such unit owner of such Outside offer.

(b) The Trustees of the Condominium Trust shall not exercise the right of first refusal set forth in this section without the prior approval of 66-2/3 in common area interest of the remaining unit owners.

(c) This section of these By-Laws shall not apply to any conveyance, transfer, or alienation by any unit owner by gift, or devise under a Will, or by reason of death of any unit owner, nor to any conveyance, transfer or alienation by any unit owner to or for the benefit of his spouse, children, grandchildren, parents, brothers, or sisters, or any one of them or their descendants, or to any person, partnership (general or limited), firm, trust,

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joint venture, joint stock company, or corporation that acquires, or succeeds to, the business of the unit owner, or to any corporation into which or with which a corporation unit owner merges or consolidates or which acquires all of the assets of any such corporate unit owner, or to any corporation which is a subsidiary of a unit owner, or to the United States Small Business Administration.

Notwithstanding anything to the contrary, this section of these By-Laws shall not apply to any institutional mortgagee who shall acquire title to such unit by foreclosure or by deed (or assignment) in lieu of foreclosure, nor to any institutional mortgagee which acquires a leasehold interest as the result of realizing upon any hypothecation, pledge or mortgage of a leasehold interest by way of security.

Notwithstanding anything to the contrary herein, this section of these By-Laws shall not apply to any sale or any other conveyance, transfer or alienation by the Declarant of the Condominium or the successors and assigns or successors in title to said Declarant.

(d) The right of first refusal contained in this section may be released or waived by majority vote of the Trustees of the Condominium Trust. A certificate, stating that the provisions of this section of these By-Laws have been met by a unit owner, or have been duly waived, when executed by a majority of the Trustees of the Condominium Trust as they then appear of record in the Registry of Deeds, and recorded in such Registry of Deeds, shall be conclusive upon the Trustees and the unit owners in favor of all persons who rely thereon in good faith.

(e) Acquisition of units by the Trustees, or their designee on behalf of all unit owners, may be made only as set forth in these By-Laws.

Executed as a Sealed Instrument on this 15th day of April, 1988.

Albert E. Thomas

as TRUSTEE of WES-TECH INDUSTRIAL
CONDOMINIUM TRUST, and not individually

William J. ...

as TRUSTEE of WES-TECH INDUSTRIAL
CONDOMINIUM TRUST, and not individually

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

4/15, 1988