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MASTER DEED

OF

WILLIAMSBURG PARK CONDOMINIUM

First Williamsburg Development Corp., a Massachusetts corporation with an address at 314 Main Street, Wilmington, MA (hereinafter referred to as "Declarant"), being the owner of the land together with all improvements thereon located on the easterly side of Main Street, in Tewksbury, MA, more particularly described in Appendix A-1 hereto annexed and hereinafter below, do hereby, by duly executing and recording this Master Deed, submit said land, together with the rights and appurtenances belonging thereto (hereinafter referred to as the "premises"), to the provisions of Chapter 183A of the Massachusetts General Laws, as amended (the "Act"). Declarant hereby states that it proposes to create and does hereby create, with respect to the premises, a Condominium, to be governed by and to be subject to, the provisions of the Act.

By this Master Deed, Declarant further hereby reserves the right to create Phase II of the said Williamsburg Park Condominium, all pursuant to the provisions herein contained, including, but not by way of limitation, Section 11. hereof.

1. Name. The name of the Condominium shall be the WILLIAMSBURG PARK CONDOMINIUM (the "Condominium").

2. Description of Land. The premises which constitute the Condominium is the land, together with the buildings and improvements thereon located on the easterly side of Main Street, Tewksbury, Middlesex County, MA, more particularly bounded and described in Appendix A-1 hereto annexed, and also as shown on that certain Site Plan herewith filed.

Description of the land which may hereafter become part of Phase II, of the Condominium is contained in Appendix A-2 to this Master Deed, which is hereby made a part hereof.

3. Description of Building.

(1) Until the Amendment to this Master Deed, as hereinafter provided, to add Phase II of the Condominium, the Units of Williamsburg Park Condominium are those thirty-six (36) Units included in the Phase I Building (Building No. 1) located on the land shown on the Site Plan referenced above, which is more particularly described in Appendix A-1 annexed hereto.

Phase I Building: The building of the Condominium is that presently existing two and one-half story structure, consisting of a Ground Floor, First Floor, and Second Floor, with attic storage space above. The structure is designated as the Phase I Building

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(Building No. 1) and is constructed principally of wood with both brick and wood veneer, with asphalt shingle pitched roofs. The building is on a poured concrete foundation.

The building contains the thirty-six (36) Units of the Condominium, of which Units Nos. G01 through G12, inclusive, are located on the Ground Floor, Units Nos. 101 through 112, inclusive, are located on the Floor, and Units Nos. 201 through 212 are located on the Second Floor.

(ii) From and after the recording of the Amendment to this Master Deed to create Phase II of Williamsburg Park Condominium, the Units of the Condominium will also include the twenty-two (22) Units in the Phase II Building (Building No. 2), to be located on the parcel described in Appendix A-2 recorded herewith.

Phase II Building: The Phase II Building shall be a two-story structure, consisting of a First Floor and Second Floor. The building shall be designated as the Phase II Building (Building No. 2) and is to be constructed principally of wood with both brick and wood veneer, with an asphalt shingle pitched roof. The building shall be on a poured concrete foundation.

4. Description of Units and Extent of Ownership.

(As to Phase I): Units Nos. G01 through G12, inclusive, Units Nos. 101 through 112, inclusive, and Units Nos. 201 through 212, inclusive, each consist of that space located on one (1) floor of the Phase I Building, as more particularly shown on the Floor Plans recorded herewith. Said Units each contain one (1) room, closets, and also each includes a two half-bathrooms with fixtures, as well as an electric hot water heater and gas-fired cooling and heating equipment.

Owners of Units Nos. 201 through 212 shall have appurtenant to such Units the exclusive right and easement to use the attic storage space immediately above and adjacent thereto. Such storage space shall be maintained, repaired and/or replaced as necessary at the sole and separate expense, cost and risk of the Owners of such Units, except as to structural repairs which may be necessary to such, the cost of which shall be a common expense item as hereinafter defined.

(As to Phase II, provided the Amendment creating same is recorded pursuant hereto): Units Nos. 113 through 223 of Phase II of the Condominium shall each consist of that space located on one (1) floor of the Phase II Building. Said Units shall each contain one (1) room, closets, and also each shall include two half-bathrooms with fixtures, as well as an electric hot water heater and gas-fired cooling and heating equipment.

(As to all Units): The boundaries of each Unit are and shall be the unfinished interior surfaces of the perimeter walls, floors, ceilings, windows, and window frames, doors and door frames and trim. Each Unit includes and shall include the portion of the building within said boundaries and the space which is enclosed by said boundaries.

Each Unit includes and shall include the ownership of all utility lines, heating, plumbing, electrical and other apparatus and any other equipment which exclusively serve and are located entirely within the said Unit, which specifically includes the gas-fired heating and cooling apparatus located inside the Unit.

The Owners of Units of the Condominium may be granted the exclusive right and easement to use one or more parking spaces in the Common Area, but such right will not arise until and unless a specific grant of same is made by the Declarant or its successors serving as the Board of Directors of Williamsburg Park Condominium Association.

Additional description of each Unit of the Condominium, including its unit designation (number), location, approximate area, number of rooms, immediate Common Area to which it has access, and proportionate interest in the Common Area are set forth in Appendix B annexed hereto which is made a part hereof.

The approximate areas and further description of the Units in Phase II will be set forth in the Amendment to this Master Deed creating such Phase, as further provided in Section 11. of this Master Deed.

The layout of each Unit in Phase I and locations of the rooms in such are shown on the Floor Plans recorded herewith.

The layouts of Phase II Units will be shown on Floor Plans thereof to be recorded with the Amendment creating such Phase.

The proportionate interest of the respective Units of the Condominium in the Common Area has been determined on the basis of the approximate relation which the fair value of each Unit bears to the aggregate fair value of all Units as of this date. Such percentage may not be changed or amended except with the unanimous consent of the Owners of all the Units of the Condominium, or as otherwise further provided by the Act.

Such percentage interest shall appertain until the recording of the Amendment to this Master Deed creating the Units of Phase II, as herein provided. Upon such recording of an Amendment to create the Units of said Phase II of Williamsburg Park Condominium and thereafter, the proportionate interest appertaining to each Unit in the Condominium shall be as set forth under the phrase "PROPORTIONATE INTEREST PERCENTAGE--PHASES I AND II" on said Appendix B.

The basis for determining such re-allocated percentage of undivided interest in the Common Area appertaining to each Unit after the recording of the Amendment creating the Units of said Phase II is likewise based upon the approximate relation which the fair value of each Unit of the Condominium then to be in existence bears to the aggregate fair value of all Units, as of the date hereof.

In the event the Master Deed is not amended as herein provided to create the Units of the said Phase II on or before December 31, 1991, then on that date, the land with all improvements thereon, which then constitutes the premises of Williamsburg Park Condominium, shall comprise all of the Common Areas and Facilities of the Condominium as herein defined, and all rights of Declarant with respect to creating such Phase II shall cease and end, unless otherwise agreed between the Unit Owners' Association and the Declarant, its successor or assign.

5. Description of Common Areas and Facilities. The Common Areas and Facilities (the "common elements") of the Condominium shall include:

(a) The land on which the building(s) (which contains the Units) are located, as more particularly described in Appendix A-1 hereto, together with the benefits of and subject to rights and easements therein set forth;

(b) the yards, lawns, gardens, trees, shrubbery and other plantings, parking areas for vehicles, driveway, roadways, sidewalks and other improvements thereon;

(c) the foundations, columns, beams, girders and supports, exterior walls and roofs of the building(s), the attic space above the Second Floor in the building(s), if any, the perimeter walls around each Unit and the ceilings and floors above and below the Units, to the unfinished interior surfaces thereof, and any other walls, ceilings and floors which are not within a Unit;

(d) all building entrances, and stairways, and all improvements thereto, equipment and fixtures therein and other features and facilities thereof;

(e) all conduits, ducts, pipes, plumbing, wiring, electric meters, rubbish closets and other facilities for the furnishing of utility services which are contained in portions of the building(s) contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained, together with an easement of access thereto in favor of the Williamsburg Park Condominium Association for maintenance, repair and replacement of the like; all other apparatus and installations existing in the building(s) for common use or necessary or convenient to the existence, maintenance or safety of the building(s);

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(f) all installations which may exist outside the Unit for services such as power, light, heat, gas, hot and cold water, waste pipes and waste disposal including all equipment appurtenant thereto, except as provided in Section 4. above.

(g) all other items listed as such in Massachusetts General Laws Chapter 183A and located on the premises.

From and after the recording of the Amendment provided for herein which creates and adds Phase II to Williamsburg Park Condominium, the Common Area shall also include, but not by way of limitation:

(a) The land on which the building(s) (which contains the Units) are located, as more particularly described in Appendix A-2 hereto, together with the benefits of and subject to rights and easements therein set forth;

(b) the yards, lawns, gardens, trees, shrubbery and other plantings, parking areas for vehicles, driveway, roadways, sidewalks and other improvements thereon;

(c) the foundations, columns, beams, girders and supports, exterior walls and roofs of the building(s), the attic space above the Second Floor in the building(s), if any, the perimeter walls around each Unit and the ceilings and floors above and below the Units, to the unfinished interior surfaces thereof, and any other walls, ceilings and floors which are not within a Unit;

(d) all building entrances, and stairways, and all improvements thereto, equipment and fixtures therein and other features and facilities thereof;

(e) all conduits, ducts, pipes, plumbing, wiring, electric meters, rubbish closets and other facilities for the furnishing of utility services which are contained in portions of the building(s) contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained, together with an easement of access thereto in favor of the Williamsburg Park Condominium Association for maintenance, repair and replacement of the like; all other apparatus and installations existing in the building(s) for common use or necessary or convenient to the existence, maintenance or safety of the building(s);

(f) all installations which may exist outside the Unit for services such as power, light, heat, gas, hot and cold water, waste pipes and waste disposal including all equipment appurtenant thereto, except as provided in Section 4. above.

(g) all other items listed as such in Massachusetts General Laws Chapter 183A and located on the premises.

The Owners of each Unit shall be entitled to use the Common Areas and Facilities in accordance with their intended use and shall own an undivided interest in the Common Areas and Facilities in the percentage set forth in Appendix B hereto or as may be set forth in the Amendment to create the Units of Phase II.

The Common Areas and Facilities shall be used, owned, and regulated in accordance with and subject to the provisions of the Condominium Association and its By-Laws, as now exist or as may from time to time be amended, and subject also to the Rules and Regulations promulgated pursuant thereto and subject also to the assignment, if any, of parking spaces (being part of the Common Areas and Facilities) to a particular Unit Owner, and, if so, payments which may be required therefor, if any be imposed by the Board. The percentage of the undivided interest in the Common Areas and Facilities shall not be separated from the Unit to which it appertains, and shall be deemed to be conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance, mortgage or other instrument.

6. Floor Plans. Contemporaneously with the recording of this Master Deed, there is being recorded a set of Floor Plans of the building of the Condominium, showing the layout, location, Unit numbers and dimensions of the Units comprising such by stating thereon the street address of said building and the number designation of the Units in said building, and bearing the verified statement of a registered architect, certifying that the said Plans fully and accurately depict the layout, location, Unit number and dimensions of the Units, as built, which Floor Plans are entitled:

"Williamsburg Office Park, Main Street, Tewksbury, Mass.",
by Paul L. Davies, Registered Architect, dated 5-22-86.

Floor Plans with respect to Phase II of Williamsburg Park Condominium will be recorded with the Amendment to this Master Deed creating such Phase II.

7. Statement of Purposes and Use. The purposes for which the building(s) and the Units and other facilities therein are intended to be used are as follows:

(a) No use of any Unit or any portion thereof may be made except as professional and/or general offices, including, but not limited to offices for physicians, dentists, attorneys, accountants, engineers, architects, land surveyors, travel agents, data processors, real estate brokers, chiropractors, insurance brokers, banking facilities, retail and other uses accessory thereto, and uses consistent with the general tenor and surroundings of the Condominium, which use shall not otherwise be prohibited by the provisions in the Zoning By-Law of the Town of Tewksbury. There is hereby specifically excluded businesses

involving the sale of food prepared on or off the premises, "convenience food stores", so-called, sandwich, coffee or pizza shops and any other use involving the sale of foodstuffs, laundromats, laundries, and/or dry cleaners. No use not specifically permitted hereunder shall be allowed unless such use shall have been authorized in writing by the Board of Directors of the Condominium Association;

(b) The Declarant, until all of said Units have been sold by the Declarant, may use any Units still owned by it as rental offices, models for display and for similar purposes related to the sale or leasing of the Units;

(c) The architectural and structural integrity of the building(s) and the Units shall be preserved without modification except with the written consent of the Board of Directors and, to that end, without limiting the generality of the foregoing, no awning, screen, antenna, banner or other device, and no decoration or other feature shall be erected or placed upon or attached to any such Unit or any part thereof; no exterior or structural change, addition or projection shall be erected, made, or attached to any such Unit; no addition to or change or replacement (except, so far as practicable, with identical kind) of exterior lights, door knocker or other exterior hardware, exterior door, or door frame shall be made, and no painting or attaching of other decoration shall be done on any exterior part of the building(s) in or on any surface of any window, but this sub-paragraph (c) shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire, so long as the written consent of the Board of Directors (not to be unreasonably withheld) is obtained for any decoration, or other feature visible through a window.

It is further provided with respect to any sign which is intended for display on the exterior of the building(s) (in the Common Area), either attached thereto or free-standing, or which is intended for display as viewed through any window of a Unit, that before any such display is permitted, approval from three-quarters (3/4) of the Unit Owners' percentage interest of ownership shall be required.

(d) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of the Condominium Association;

(e) Notwithstanding anything to the contrary herein contained, each Unit Owner or lessee of a Unit or combination of Units in the Condominium shall be entitled to sign space to identify their respective business(es) in the type(s) and location(s) provided by the Condominium Association in their sole discretion, subject further to such other limitations which are established by the Zoning By-Law of the Town of Tewksbury.

(f) The following conditions and restrictions shall apply to the tenanting, renting, or leasing of Units of the Condominium:

(i) Each and every lease, license, and/or tenancy agreement must be for the entire Unit and must be in writing;

(ii) No Unit may be tenanted, rented, let, leased, or licensed for transient or hotel purposes;

(iii) Every lease, license, or tenancy agreement permitting outside occupants the use, possession or occupancy of a Unit shall include a provision requiring the outside occupant to comply with all terms and conditions of this Master Deed, specifically including but not limited to Sections 7. and 8. hereof, the Condominium Association By-Laws, and the Rules and Regulations of the Condominium (which are annexed hereto as Appendix D) and further that the failure of said outside occupant to comply with any of the terms of said Master Deed, Condominium Association By-Laws, and/or said Rules and Regulations shall be a default under said lease, license, or tenancy arrangement. There shall be attached to each such written instrument a copy of the Rules and Regulations and a copy of Sections 7. and 8. of this Master Deed;

(iv) No occupants shall keep, house, or harbor any pets or animals in a Unit unless expressly authorized therefor in writing pursuant to the Rules and Regulations of this Condominium;

(v) The provisions of the within paragraph (c)(iii) shall not apply to any bona fide first mortgage lender which obtains title to or takes possession of a Unit by foreclosure, or pursuant to any other remedies provided in the mortgage or by applicable law.

(e) Notwithstanding the provisions contained in Sections 7. and 8. hereof, the Declarant, or any successor to its interest in the Condominium, hereby reserves the right, until all of the Units have been sold by Declarant or such successor:

(i) to let or lease any Units owned by the Declarant for any period of time; and

(ii) to use any Units owned by the Declarant as models for display for purposes of selling or leasing said Units, or for other lawful purposes.

8. Restrictions As To Use. Unless otherwise permitted in a writing executed by the Board of Directors of the Condominium Association pursuant to the provisions of the By-Laws of the Condominium Association:

(a) No Unit shall be used for any purpose not specified in Section 7. above;

(b) The Owner of any Unit may at any time and from time to time change the use and designation of any room or space within said Unit, subject to the provisions of Sections 7. and 8. hereof, and may modify, remove and install non-bearing walls lying wholly within said Unit, provided, however, that any and all work with respect to the removal and installation of interior non-bearing walls or other improvements shall be done expeditiously, in a good and workmanlike manner, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which shall have been approved by the Board of Directors of the Condominium Association, which approval shall not be unreasonably withheld or delayed. The provisions of ARTICLE VIII, Section 4. shall also apply to such work;

(c) Each Owner shall, at his own expense, maintain his Unit as well as its equipment and appurtenances in good order, condition and repair, and in a clean and sanitary condition, and shall at all times be responsible for all maintenance, repairs, renovations, painting, varnishing and finishing which may, at any time, be necessary in order to maintain the proper appearance and good condition of his Unit. The term "equipment and appurtenances" used in the preceding sentence is specifically intended to include the window frames, windows, doors and door glass (if any) contained in such Unit or located appurtenant thereto. This provision shall constitute an affirmative obligation of the Unit Owner, notwithstanding the extent of ownership of the Unit as set forth hereinabove. Each Owner shall immediately notify a member of the Board of any damage to or malfunction of any pipe, wire or other utility installation which is common area within his Unit.

(d) Except as provided herein, the architectural and aesthetic integrity of the building(s) and the Units therein shall be preserved without modification, and to that end, except as provided herein, no awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projections, decoration or other feature shall be erected or placed upon or attached to the building(s), any Unit, or any part thereof. This paragraph (d) shall not restrict the right of Unit Owners to decorate the interiors of their Units as they may desire.

(e) All Units shall be heated at all times so as to maintain minimum temperatures in such a Unit of 45° so as to avoid the freezing of pipes, plumbing facilities, and the like. If any Unit Owner fails to maintain 45° temperature, as aforesaid, the Condominium Association shall have the right to access to each Unit, at any time, to increase the heating therein in order to maintain the minimum temperature, or in order to repair any damage caused by the failure to maintain the temperature, as aforesaid; any heating bills thus incurred or any

repair bills thus incurred shall be paid by the applicable Unit Owners, and until so paid, shall constitute a lien against such Unit pursuant to Section 6 of the Act.

(f) There shall be no use of, or activity in, any Unit or Common Area of the Condominium which shall be in violation of any governmental law, ordinance, rule or regulation. Owners of the Units shall be held responsible for actions of their lessees, invitees, guests and other occupants.

(g) The Board may retain a duplicate key to each Unit. This right shall be deemed to include the right to retain a duplicate key to any alarm system (and/or the necessary access code thereto) which the Unit Owner may install. No Owner may alter any lock or access code or install a new lock on any door leading into the Unit of such Owner or such alarm system later installed without the prior written consent of the Board. If such consent is given, the Owner shall provide the Board with a new duplicate key and/or access code for its use. It is not intended that any Owner's privacy be intruded upon, and such key and/or access code shall not be used except in a personal or property emergency deemed as such in the sole discretion of the Board of Directors of the Condominium Association.

No Unit shall be used or maintained in a manner contrary to or inconsistent with this Master Deed, the Condominium Association By-Laws, or the provisions of the Act.

These restrictions shall be for the benefit of all Unit Owners and shall be administered on behalf of the Unit Owners by the Board of Directors of the Condominium Association and shall be enforceable solely by one or more Unit Owners or Directors, insofar as permitted by law, and, insofar as permitted by law, shall be perpetual. To that end, such restrictions may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this paragraph except such as occur during the time of such ownership.

9. Name of Association. An unincorporated Association through which the Owners will manage and regulate the project has been formed and it has enacted By-Laws pursuant to Chapter 183A, which By-Laws are annexed hereto as Appendix C. The name of the Association is "Williamsburg Park Condominium Association". The Association is an organization of which the Owners of Units of the Condominium shall be members, and in which such Owners shall have a beneficial interest in proportion to the percentage of undivided interest in the Common Areas and Facilities of the Condominium to which they are entitled under this Master Deed. The names and addresses of the original and present Directors of the Condominium Association are as follows:

- . Peter C. DeGennaro, Wilmington, MA
- . Donald Van Greenby, Lowell, MA
- . Linn Anderson, Wilmington, MA

Any instrument signed by any one member of the Board at any time or by the members of the Board as they appear of record and which is duly attested as the act of the Condominium Association may be relied upon by all Unit Owners, mortgagees and other parties as conclusively establishing that such instrument was the free act of Williamsburg Park Condominium Association, and it shall be binding upon the said Association. No purchaser, mortgagee, lender or other person dealing with the Board, as they appear on record, shall be bound to ascertain or inquire further as to the persons who are then members of the Board nor shall they be affected by any notice, implied or actual, relative thereto, other than a recorded certificate thereof, and such recorded certificate shall be conclusive evidence of the identity of the members of the Board and of any changes therein all as provided in ARTICLE III of the By-Laws.

10. Amendments. Unless otherwise provided by the Act or elsewhere herein, this Master Deed may be amended by the votes of sixty-six and two-thirds (66 2/3%) percent or more of the total voting interest of all Unit Owners, cast in accordance with the provisions hereof and of the By-Laws, or in lieu of a meeting, any Amendment may be adopted by a writing signed by Owners of more than sixty-six and two-thirds (66 2/3%) percent of the common interest of the Unit Owners.

No Amendment to this Master Deed shall be effective unless and until it has been recorded with the Middlesex North District Registry of Deeds not more than six (6) months from the date of the vote approving same, it being further provided that such Amendment shall comply in all respects with the particular percentage of approval requirements set forth herein and elsewhere in this Master Deed.

11. Reservation of Rights to Amend by Declarant. Notwithstanding the above Section 10., Declarant and its successors in title to the parcels described in Appendices A-1 and A-2 hereto, hereby reserve the unconditional right, at any time prior to December 31, 1991, without consent of any Unit Owner, to amend this Master Deed so as to create the Units of Phase II of Williamsburg Park Condominium.

Any such Amendment or Amendments shall contain all particulars and provisions as may be required by the Act. From and after the recordation of such Amendment or Amendments, Williamsburg Park Condominium shall include all Units and Common Areas and Facilities which have been submitted by such Amendment or Amendments pursuant to the Act as to Phase II, as shown on the Site Plan of same recorded herewith and/or to be recorded with said Amendment or Amendments.

The right to amend as herein reserved shall include all such rights to correctively amend the Master Deed and related instruments as may be reasonably necessary in order to effectuate the intent hereof.

No Amendment to this Master Deed shall be effective unless or until it is recorded with Middlesex North District Registry of Deeds.

12. Units Subject to Master Deed, Condominium Unit Deed, By-Laws and Condominium Rules. All present and future Owners, tenants, visitors, and occupants of Units shall be subject to and shall comply with the provisions of this Master Deed, the unit deed by which Declarant makes the initial conveyance of the Unit and the By-Laws of the Condominium Association, as they may be amended from time to time (the "Documents"), and the items affecting the title to the Condominium as set forth in Appendix A-1 hereto and any other outstanding easements, restrictions, and rights insofar as the same affects the submitted parcel. The acceptance of a deed, lease or other document of conveyance of, or the entering into occupancy of, any Unit shall constitute an agreement that: (a) the provisions of the Documents and the said items affecting title to the Condominium are accepted and ratified by such Owner, tenant, visitor or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having, at any time, any interest or estate in such Units, as though such provisions were recited or stipulated at length in each and every deed, lease or other document of conveyance thereof; and (b) a violation of any of the provisions of the Documents by any such person shall be deemed a substantial violation of the duties of the Condominium Unit Owner.

13. Encroachments. None of the rights and obligations of the Owners created herein, or in any deed conveying a Unit from the Declarant to a purchaser thereof, shall be altered in any way by encroachments as a result of construction of any structure or due to settling or shifting of the building(s). There shall be valid easements for the maintenance of such encroachments so long as they shall exist; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful conduct of said Owner or Owners.

If any portion of the Common Areas and Facilities now encroach upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and Facilities, or if any such encroachment shall occur hereafter as a result of: (a) settling or shifting of the building(s), or (b) alteration or repair to the Common Areas and Facilities made by or with the consent of the Association, or (c) as a result of repair or restoration of the building(s) or any Unit after damage by fire or other casualty, or (d) as a result of condemnation or

eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same as long as the building(s) stand.

14. Sales and Leases. No Unit Owner may sell or lease his Unit, or any portion thereof, except pursuant to and in compliance with the following provisions:

(a) Any Unit Owner who receives a bona fide offer for the sale of his Unit which he intends to accept, shall give notice to the Board of Directors, the name and address of the proposed purchaser, the terms of the proposed transaction, and such other information as the Board of Directors may reasonably require, and shall offer to sell or lease such Unit, together with the appurtenant interests, first to the Board of Directors or their designee, corporate or otherwise, on behalf of the Owners of all other Units, on the same terms and conditions as contained in such offer. The giving of such notice shall constitute a warranty and representation by the Unit Owner to the Board of Directors on behalf of the other Unit Owners that such outside offer is bona fide in all respects. Within 15 days after receipt of such notice, the Board of Directors may elect, by notice to such Unit Owner, to purchase such Unit, on behalf of all other Unit Owners, on the same terms and conditions as contained in the offer and as stated in the notice from the offering Unit Owner. In the event, the Board of Directors shall elect to purchase such Unit, the deed shall be delivered and the consideration paid at the Middlesex North District Registry of Deeds at 2:00 P.M. on the 25th business day after the date of the giving of such notice of election to purchase. At the closing, the Unit Owner shall convey a clear record and marketable title to the Unit to the Board of Directors, or their designee, on behalf of all other Unit Owners.

(b) For the purposes of this Section 14., a lease or tenancy agreement for a term of more than five (5) years shall be deemed to be a sale, and said Board of Directors shall have a right of first refusal with respect to any such lease, exercisable in the manner aforesaid insofar as applicable.

(c) The provisions of this Section shall not be construed to apply to bona fide mortgagees of any Unit or to sales or other proceedings for the foreclosure thereof. The right of first refusal hereunder shall not be exercised so as to restrict ownership, use or occupancy of Units because of race, creed, color, national origin or sex.

(d) Any such purchaser and/or such purchaser's mortgagee of the Unit so purchased may rely on an affidavit duly executed by the Board of Directors and recorded with the Middlesex North District Registry of Deeds stating that there has been compliance with all of the provisions of this Section and that the Board elected not to purchase the Unit.

(e) The Board of Directors shall not purchase any Unit without the prior approval of 80% of the Unit Owners as set forth in the By-Laws annexed hereto as Appendix C to this Master Deed.

15. Covenants as to Mortgagees. Declarant and the Unit Owners agree as follows:

(a) That with respect to the right of first refusal as set forth in Section 14. above, such right shall not impair the rights of bona fide first mortgagees to:

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

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

(iii) sell or lease a Unit acquired by the bona fide first mortgage lender through the procedures set forth in subparagraphs (i) and (ii) above;

(b) That any person taking title to a Unit through a foreclosure sale duly conducted by a bona fide first mortgagee shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed.

(c) That any bona fide first mortgagee which obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the mortgagee;

(d) That unless all of the bona fide first mortgagees holding mortgages on the individual Units at the Condominium have given their prior written approval, neither the Unit Owners nor the Board of Directors of the Condominium Association shall be entitled to:

(i) by act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium premises by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) by act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the common elements, provided, however, that the granting of easement for public utilities or for other public purposes consistent with the intended use of the common elements by the Owners and the exercise of other actions with respect to granting of easements of Common Areas and Facilities contemplated herein including the granting of exclusive rights and easement of use with respect to parking spaces, shall not be deemed an action for which any prior approval of a first mortgagee shall be required under this subparagraph;

(iii) use hazard insurance proceeds for losses to any property of the condominium (whether to Units or to common elements) for other than the repair, replacement, or reconstruction of such property of the Condominium, except as provided by statute in case of taking of or substantial loss to the Units and/or common elements of the condominium;

(e) That the prior written approval of all first mortgages must be obtained for the abandonment of the condominium status of the Condominium except for abandonment provided by statute in case of substantial loss to the Common Elements;

(f) That all taxes, assessments, and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole.

(g) That in no event shall any provision of the Master Deed or By-Laws give a Unit Owner or any other party priority over any rights of a bona fide first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to any Unit Owner as a result of losses to or a taking of such Unit and/or the Common Areas and Facilities of the Condominium;

(h) That a bona fide first mortgagee, upon request to the Board of Directors of the Condominium Association, will be entitled to:

(i) receive written notification from the Directors of the Condominium Association of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of Condominium Association By-Laws which is not cured within thirty (30) days;

(ii) inspect the books and records of the Condominium Association during normal business hours;

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

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

(v) receive prompt written notification from the Directors of the Condominium Association of any damage by fire or other casualty to the Unit upon which the bona fide lender holds a first mortgage or a proposed taking by condemnation or eminent domain of said Unit or of the Common Areas and Facilities of the Condominium.

16. Waiver. The failure to insist, in any instance, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Master Deed, or of the other Documents, or to exercise any right herein or therein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition, restriction or right, but such term, covenant, condition, restriction or right shall remain in full force and effect. The receipt by the Board of Directors, or its agent, of any assessment from an Owner with the knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver shall be deemed made, unless expressed in writing and signed by the Board or said agent.

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

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

19. Enforcement. Each Owner shall comply strictly with the provisions of this Master Deed and the other Documents and with decisions adopted pursuant to said Master Deed and other Documents, and failure to comply shall be grounds for fine by the Board of Directors pursuant to ARTICLE IX of the By-Laws, or for any action to recover sums due for damages or injunctive relief, or both, maintainable by the Board in behalf of the Owners, or in a proper case, by an aggrieved Owner.

20. Interpretation. The provisions of this Master Deed shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a commercial condominium project. This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of the Act shall control.

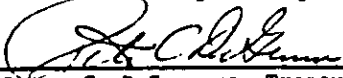
21. Assignment of Declarant's Rights. Declarant, by deed or by separate assignment, shall be entitled to assign any and all of its rights and reserved rights hereunder and under the Condominium Association By-Laws at any time and from time to time, to any person, trust or other entity, as may be determined by Declarant.

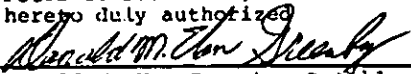
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Executed as a sealed instrument this 1st day of December, 1986.

First Williamsburg Development Corp.


by 
Peter C. DeGennaro, Treasurer
hereto duly authorized

by 
Donald M. Van Greenby, President
hereto duly authorized

Commonwealth of Massachusetts
Essex , ss

December 1 , 1986

Then personally appeared Donald M. Van Greenby, President and Peter C. DeGennaro, Treasurer, both being duly authorized officers of First Williamsburg Development Corp. as aforesaid, and acknowledged the foregoing instrument to be the free act and deed of said First Williamsburg Development Corp., before me,


William P. Shack
Notary Public
Comm. expires: 4/23/87

Description of Submitted Premises:

That certain parcel of land with all improvements thereon in Tewksbury, Middlesex County, Massachusetts, being shown as "Phase I" premises on that plan entitled:

"As-Built Site Plan, Williamsburg Park, Tewksbury, Mass.,
Prepared for: Donald Van Greenby,
256 Westford Street, Lowell, Massachusetts,
Scale: 1" = 40', March 27, 1986,"

prepared by Cocco & Cormier, Inc. and recorded herewith.

Said premises are more particularly bounded and described, according to said plan as follows:

Beginning at a point on the northerly line of Main Street, at an iron pin, such point being the northwesterly corner of the premises, thence running along land now or formerly of Robert Atamian Realty Trust, N 49° 34' 14" E, a distance of 345.88 feet, to a stone bound;

thence turning and running along said Atamian land, N 47° 59' 35" W, a distance of 126.72 feet, to a point on the westerly line of Clark Road;

thence turning and running along said westerly line of Clark Road, in a curve to the left on an arc with radius of 355.26 feet, a distance of 60.00 feet, to a point;

thence turning and running along Phase II premises, so-called, S 49° 36' 16" W, a distance of 318.36 feet, to a point on the northerly line of Old Main Street;

thence turning and running along said northerly line of Old Main Street and Main Street, N 42° 50' 57" W, a distance of 172.80 feet, to the point of beginning.

Containing 1.38 acres according to said plan.

Subject to a gas line easement as set forth on said plan, and further subject to and with the benefit of all prior outstanding rights, easements, and restrictions of record insofar as the same may be applicable and in force.

Said premises are further subject to a reservation of rights as set forth as follows:

Declarant shall have, and to the extent required hereby reserves, the right for it, its successors and assigns, to install, repair, replace and maintain, now and in the future, drain lines, electric and water lines, pipes and conduits for all types of utilities which shall hereinafter serve the above described premises, including the right to grant all such rights to others, including but not by way of limitation, adjoining land owners, and utility companies, under and across the entire premises of Williamsburg Park Condominium, all as described hereinabove, and all streets and ways abutting thereto.

For Declarant's title see deed recorded with Middlesex North District Registry of Deeds at Book 3779, Page 328.

APPENDIX A-2

Description of Premises Which May Be Submitted:

That certain parcel of land with all improvements thereon in Tewksbury, Middlesex County, Massachusetts, being shown as "Phase II" premises on that plan entitled:

"As-Built Site Plan, Williamsburg Park, Tewksbury, Mass.,
Prepared for: Donald Van Greenby,
256 Westford Street, Lowell, Massachusetts,
Scale: 1" = 40', March 27, 1986,"

prepared by Cocco & Cormier, Inc. and recorded herewith.

Said premises are more particularly bounded and described, according to said plan as follows:

Beginning at a point on the northerly line of Old Main Street, such point being the westerly corner of the said Phase II premises, thence running along Phase I land, so-called N 49° 36' 16" E, a distance of 318.36 feet, to a point on the westerly line of Clark Road;
thence turning and running along said westerly line of Clark Road, in a curve to the left on an arc with radius of 355.26 feet, a distance of 83.20 feet, to a point;
thence continuing along said westerly line of Clark Road, in a curve to the right on an arc with radius of 619.06 feet, a distance of 228.07 feet, to a point;
thence continuing along said westerly line of Clark Road, S 06° 26' 00" W, a distance of 62.66 feet, to a point;
thence turning and running along the northerly line of Clark Road and/or Old Main Street, in a curve to the right on an arc with radius of 46.72 feet, a distance of 104.51 feet, to a point;
thence turning and running along the northerly line of Old Main Street, N 51° 22' 57" W, a distance of 216.12 feet, to a point;
thence continuing to run along the said northerly line of Old Main Street, N 42° 50' 57" W, a distance of 84.00 feet, to the point of beginning.

Containing 1.58 acres, according to said plan.

Subject to a gas line easement as set forth on said plan, and further subject to and with the benefit of all prior outstanding rights, easements, said restrictions of record insofar as the same may be applicable and in force.

Said premises are further subject to a reservation of rights as set forth as follows:

Declarant shall have, and to the extent required hereby reserves, the right for it, its successors and assigns, to install, repair, replace and maintain, now and in the future, drain lines, electric and water lines, pipes and conduits for all types of utilities which shall hereinafter serve the above described premises, including the right to grant all such rights to others, including but not by way of limitation, adjoining land owners, and utility companies, under and across the entire premises of Williamsburg Park Condominium, all as described hereinabove, and all streets and ways abutting thereto.

APPENDIX B

UNIT NUMBER ¹	BUILDING NUMBER	APPROXIMATE AREA IN SQUARE FEET	COMMON AREA TO WHICH UNIT HAS ACCESS ²	PROPORTIONATE INTEREST PERCENTAGE	
				PHASE I ONLY	PHASES I AND II
G01	1	673	Adjacent land	2.45	1.5
G02	1	605	Adjacent land	2.19	1.3
G03	1	755	Adjacent land	2.75	1.7
G04	1	682	Adjacent land	2.45	1.5
G05	1	688	Adjacent land	2.45	1.5
G06	1	758	Adjacent land	2.75	1.7
G07	1	757	Adjacent land	2.75	1.7
G08	1	691	Adjacent land	2.45	1.5
G09	1	682	Adjacent land	2.45	1.5
G10	1	743	Adjacent land	2.75	1.7
G11	1	750	Adjacent land	2.75	1.7
G12	1	662	Adjacent land	2.45	1.5
101	1	714	Adjacent land	2.68	1.7
102	1	798	Adjacent land	2.96	1.8
103	1	797	Adjacent land	2.96	1.8
104	1	720	Adjacent land	2.68	1.7
105	1	723	Adjacent land	2.68	1.7
106	1	800	Adjacent land	2.96	1.8
107	1	797	Adjacent land	2.96	1.8
108	1	723	Adjacent land	2.68	1.7
109	1	719	Adjacent land	2.68	1.7
110	1	797	Adjacent land	2.96	1.8
111	1	795	Adjacent land	2.96	1.8
112	1	721	Adjacent land	2.68	1.7
201	1	729	Adjacent land	2.82	1.7
202	1	793	Adjacent land	3.1	1.9
203	1	802	Adjacent land	3.1	1.9
204	1	722	Adjacent land	2.82	1.7
205	1	723	Adjacent land	2.82	1.7
206	1	804	Adjacent land	3.1	1.9
207	1	793	Adjacent land	3.1	1.9
208	1	716	Adjacent land	2.82	1.7
209	1	723	Adjacent land	2.82	1.7
210	1	806	Adjacent land	3.1	1.9
211	1	799	Adjacent land	3.1	1.9
212	1	725	Adjacent land	2.82	1.7

- 1) The street address of each Unit of Williamsburg Park Condominium is Main Street, Tewksbury, MA 01876.
- 2) The phrase "Adjacent Land" shall be deemed to include roads, driveways, walkways, yards and parking areas adjacent to the Building containing the Units of the Condominium.

APPENDIX CBY-LAWSOFWILLIAMSBURG PARK CONDOMINIUM ASSOCIATIONARTICLE IPURPOSE AND DEFINITIONS

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

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

3. Office. The office of the Condominium Association and the Board of Directors shall be at 314 Main Street, Wilmington, MA 01887, or at such other place which may be designated by Declarant or by the Board.

ARTICLE IIMANDATORY PROVISIONS

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

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

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

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

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

5. Other Restrictions and Requirements. The Master Deed, in particular Sections 7. and 8. thereof, contains certain restrictions on and respecting the use and maintenance of the Units and Common Area designed to prevent unreasonable interference with the use of the Condominium by other Owners, and their tenants and invitees. Other such restrictions and requirements are set forth herein.

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

ARTICLE III
BOARD OF DIRECTORS

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

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

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

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

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

Owner, or due to any other cause, the remaining members of the Board shall fill the vacancy until the next annual meeting of the Association, at which time any remaining unexpired term shall be filled by the Owners. If all three positions on the Board are vacant at the time, the Owners shall fill said vacancies. Any election of Directors to serve as successors to Directors previously in office shall be effective, provided an instrument duly attested as the Act of Williamsburg Park Condominium Association is recorded within thirty (30) days of such elections.

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations insurance, taxes or assessments which the Board are required to secure or pay for pursuant to the terms of the Master Deed, these

By-Laws or By-Law, or which, in their opinion, shall be necessary or proper for the operation of the Common Area or for the enforcement of the Master Deed or of these By-Laws; provided, that if any such materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments are provided for particular Units, the cost thereof shall be specifically assessed to the Owners of such Units.

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

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

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

ARTICLE IV

MEETINGS OF ASSOCIATION OF OWNERS

1. Annual Meeting. Commencing in 1987, the annual meeting of the Association of Owners shall take place on the second Saturday of December of each year at 3:00 P.M., at the Condominium, or at such other reasonable place or time (not more than thirty (30) days before or after such date) as may be designated by written

notice of the Board mailed or delivered to the Owners of record not less than twenty (20) days prior to the date fixed for said meeting. In addition to the election of a member or members of the Board of Directors pursuant to Section 4. of ARTICLE III hereof, and any other business to be transacted at the annual meeting, the Board shall present a statement of Common Expenses and assessments for the present fiscal year, itemizing receipts and disbursements, and shall also present a proposed budget of the estimated Common Expenses and assessments for the pending fiscal year. Within thirty (30) days after the annual meeting, a copy of the minutes of said meeting, including said statement and budget shall be mailed or delivered to the Owners not present at said meeting. The aforesaid notice may be omitted, provided that the said meeting is actually held on the second Saturday of December, commencing at or shortly after 3:00 P.M.

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

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

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

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

ARTICLE V

COMMON EXPENSES

1. Fiscal Year. The fiscal year of the Association shall be a twelve (12) month period running from January 1st to December 31st of each year.
2. Section 2. Assessment. On or prior to the date set forth herein for the annual meeting of Unit Owners of the Condominium, the Board shall estimate the Common Expenses to be required during the twelve (12) month period commencing with the next January 1st. The Common Expenses shall include any amounts necessary to pay for the items obtained pursuant to Section 8. of ARTICLE III hereof, any amounts necessary to make up any deficit for said fiscal year just ended, a reserve for contingencies and replacements of Common Area as provided herein, any amount required for the purchase or lease of a Condominium Unit by the Board in behalf of the Association pursuant to ARTICLE IX hereof, or the purchase of a Condominium Unit by the Board on behalf of the Association pursuant to Section 4. of said ARTICLE IX, any amounts required by an excess of repair and restoration costs over insurance proceeds pursuant to Section 3. of ARTICLE VII hereof, and any other amounts required by the terms of the Master Deed, these By-Laws or the Act.

The reserve which shall be maintained as required hereinabove shall not be less than the equivalent of one-sixth (1/6) of the annual budget of the Association as established pursuant to the terms of these By-Laws.

Each Unit Owner shall also be required to make an initial and continuing contributions to a segregated and identifiable fund for liquidity, to be maintained by the Unit Owners' Association, in an amount to be not less than one-sixth (1/6) of the annual budget established by these By-Laws.

A proposed budget showing said estimated Common Expenses and Owner assessments shall be submitted to the annual meeting of the Association and shall be subject to change and approval at said meeting. Common expenses shall be assessed to the Owner or Owners of each Unit as of the following January 1st pursuant and according to the ownership percentage attributable to such Unit.

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

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

During the period ending on December 31, 1986, each Owner shall be liable for an assessment for Common Expenses based upon an annual budget therefor in the amount of \$40,505.04. Said assessment shall be computed on a pro-rata basis pursuant and according to the ownership percentage attributable to such Owner's Unit, which assessment shall be payable on the first day of each month, as provided hereunder. Such amount may be increased by vote of the Owners at a special meeting called for that purpose.

3. Records. The Treasurer or the manager or managing agent, if any, shall keep detailed and accurate records in chronological order of the receipts and expenditures by the Condominium Association for the Condominium, specifying and itemizing the

maintenance and repair expenses and any other expenses and any other expenses incurred. Said records shall be available for examination by the Owners, or their agents, at convenient times.

4. Default in Payment of Assessments. Each monthly assessment of Common Expenses, and each special assessment shall be separate, distinct and personal debts and obligations of the Owner against whom the same are assessed, and shall be collectible as such. Suit to recover money judgments for unpaid Common Expense assessments and unpaid special assessments shall be maintainable by the Unit Owners' Association 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, plus all related 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, provided further that such interest and costs may be waived by the Board in any specific instance in their sole discretion. Such lien for non-payment of assessment may be enforced by the Board in the manner referred to in Section 6 of the Act. The provisions of ARTICLE XI of these By-Laws shall further specifically apply to violations of this paragraph, to which the Unit Owners shall be subject.

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

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

5. Sale of Units. Upon receipt of an appropriate written request, along with the payment of a reasonable fee to be established by the Board of Directors, which written request shall have been received for not less than ten (10) days, the Board shall supply a certificate executed by any one of its Directors stating the amount of any unpaid Common Expense assessment or other assessment which is secured by a lien against the particular Unit, all in accordance with the terms of the Master Deed, the By-Laws, and the Act, and the amounts so stated

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thereon shall be conclusively established as of such date in favor of all persons who rely thereon in good faith, as against Williamsburg Park Condominium Association. A purchaser of a Unit shall be liable for the payment of any assessments against said Unit prior to its acquisition, whether or not such assessments are then due, except that a first mortgagee or other purchaser at the foreclosure sale of a first mortgage lien or at sale in lieu of such foreclosure, and a purchaser from a first mortgagee who purchases at such sale or such a sale in lieu of foreclosure, shall not be liable for unpaid assessments becoming due thereafter.

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

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

ARTICLE VII

INSURANCE AND VOTING IN THE EVENT OF DAMAGE OR DESTRUCTION

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

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

similar in construction, location and use, including coverage for common expenses with respect to Condominium Unit during any period of repair or reconstruction as the Board of Directors may from time to time determine.

All policies of insurance shall contain waivers of subrogation by the insurer as to any and all claims against the Condominium, the Board of Directors, the Owner of any Unit and their respective employees, agents, guests and tenants, and waivers of any defense based on co-insurance or invalidity arising from any acts of the insured and shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days prior written notice to all of the insureds, including all mortgagees of Unit.

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

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

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

2. General Insurance Provisions.

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

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

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

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

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

3. Repair or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of the building(s) as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common

expense and the Board of Directors may assess all the Unit Owners for such deficit and for a completion bond for such deficit as part of the common charges.

If there shall have been a repair or restoration pursuant to the first paragraph of this Section 3., and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be added to the Condominium's reserve fund or, at the option of the Board of Directors, divided among all the Unit Owners in proportion to their respective common interests after first paying out of the share due each Unit Owner such amounts as may be required to reduce unpaid liens on such unit in the order of priority of such liens.

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

ARTICLE VIII

ADDITIONAL OBLIGATIONS OF UNIT OWNERS

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

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

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

(c) No immoral, improper, offensive, or unlawful use shall be made of the property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders rules, regulations or requirements or any governmental agency having jurisdiction thereof, relating to any portion of the property, shall be

complied with, by and at the sole expense of the Unit Owners or the Board of Directors, whichever shall have the obligations to maintain and repair such portion of the property.

2. Use of Common Areas and Facilities. A Unit Owner shall not place or cause to be placed in the public passages, stairways or other Common Areas and Facilities, other than areas which may be designated for storage, any furniture, packages or impeding objects of any kind. Said public passages and stairways shall be used for no purpose other than for normal transit.

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

4. Owner's Obligation to Maintain and Repair. Each Owner shall, at his own expense, maintain and repair his Unit and its equipment and appurtenances (which terms shall be deemed to specifically include window frames, window and door glass and the repair and maintenance thereof for damage caused for any reason whatsoever) in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for all repair, maintenance, renovations, painting, varnishing and finishing which may, at any time, be necessary in order to maintain the good appearance and condition of his Unit. Each Owner shall immediately notify a member of the Board of any damage to or malfunction of any pipe, wire or other utility installation which is common area within his Unit. No Owner shall permit any repair or other work in his Unit or in such common area appurtenant to his Unit by anyone, where such work requires the use of the common area and facilities of the Condominium, 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.

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

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

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

8. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interest, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

ARTICLE IX**SALES AND LEASES BY OWNERS' ASSOCIATION**

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

ARTICLE X**CONDEMNATION**

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

Middlesex County on such notice to the Board of Directors as the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court.

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

ARTICLE XI

ENFORCEMENT

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

Collection of fines may be enforced against the Owner or Owners involved as if the fines were Common Expense assessments owed by the particular Owner or Owners. In the event of persistent violation of said Rules by an Owner, the Board of Directors shall have the power to require such Owner to post a bond to secure compliance with said Rules.

ARTICLE XII

MISCELLANEOUS

1. Personal Property. The Board of Directors may acquire and hold for the benefit of the Owners tangible and intangible personal property, and may dispose of the same by sale or otherwise; and the beneficial interest in such personal property shall be owned by the Owners in the same proportion as their respective interests in other Common Area. A transfer of a Unit

shall convey to the transferee ownership of the transferor's beneficial interest in such personal property, whether or not such personal property is specifically mentioned therein.

2. Notices. All notices mailed under the Master Deed, the By-Laws, the Condominium Rules and the Act to the Condominium Association and/or the Board of Directors shall be sent by registered or certified mail to the Board at the Condominium, or to such other address as the Board may designate from time to time by notice in writing to all Owners. All notices to the Declarant shall be sent by registered or certified mail to 314 Main Street, Wilmington, MA 01887, or to such other address as Declarant may designate from time to time by notice in writing to the Board. All notices to any Owner shall be sent by registered or certified mail to the Condominium, or to such other address as may be designated by him from time to time in writing to the Board. All notices shall be deemed to have been given when mailed, and except as otherwise provided herein, a waiver of any such notice in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereof.

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

4. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws, or the intent of any provisions thereof.

5. Waiver. No restrictions, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

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

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

APPENDIX D
CONDOMINIUM RULES
OF THE
WILLIAMSBURG PARK CONDOMINIUM

These Condominium Rules are adopted for the benefit of the Owners of Units in the Condominium project known as "Williamsburg Park Condominium". They are intended to contribute to preserving the clean and attractive environment and to assure the peaceful enjoyment of the Condominium. They are also intended to protect and enhance the value of the Owner's property in the project. They are not designed to unduly restrict or burden the use of the property.

All Owners of Units in Williamsburg Park Condominium and their tenants, invitees or guests are expected to abide by these Rules, which are meant to supplement the provisions of the Master Deed and By-Laws.

1. ADDITIONS TO EXTERIOR OF BUILDING. Changes affecting the appearance of the exterior of the building, such as decorations, awnings, television and radio antennas, signs, screens, sunshades, air conditioning equipment, fans or other changes are to be made only with the consent of the Board Directors of the Williamsburg Park Condominium Association ("Board").
2. LITTERING. There will be no littering. Paper, cans, bottles, cigarette butts, food 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 Condominium.
3. TRASH, REFUSE AND GARBAGE. No one shall place trash or other refuse in the Common Area, except in receptacles therefor.
4. MAINTENANCE OF COMMON AREA. Improvements, maintenance and landscaping of the Common Area shall be performed only by and/or as directed by the Board.
5. IMPROPER USE OF COMMON AREA. There shall be no use of Common Area which injures or scars the Common Area or the plantings thereon, increases the maintenance thereof, or causes unreasonable embarrassment, disturbance or annoyance to other Owners in their enjoyment of such.

6. OFFENSIVE ACTIVITIES. No offensive activities shall be carried on in the Condominium, nor shall anything be done or placed within the Condominium which may be a nuisance, create unpleasant odors or cause unreasonable embarrassment, disturbance or annoyance to other Owners or the public.
7. ACTION IN VIOLATION OF LAW, ETC. There shall be no use of or activity in any Unit or Common Area which shall be in violation of any governmental law, ordinance, rule or regulation.
8. PASSKEY. The Board may retain a duplicate key to each Unit. No Owner may alter any lock or install a new lock on any door or any other security system which requires a key for unrestricted access leading into the Unit of such Owner without the prior written consent of the Board. If such consent is given, the Owner shall provide the Board with a new duplicate key or keys for its use. It is not intended that an Owner's privacy be intruded upon and such key(s) shall not be used except in a personal or property emergency.
9. CONSENT REVOCABLE. Any consent or approval of the Board given under these Rules shall be revocable by the Board at any time.
10. COMPLAINTS. Complaints of violations of these Rules should be made to the Board. If the Board feels that the complaint is justified, it will take whatever action it deems necessary. The complainant will be notified in writing by the Board as to what action has been taken.
11. AMENDMENT. These Condominium Rules may be revised in any way at any time by the Board as conditions warrant, provided that a written communication is sent to each Owner advising of the change or changes.
12. DELEGATION OF POWERS. The Board, in its discretion, may delegate its powers and duties with respect to the granting of consents, approvals and permissions under these Rules to the manager or managing agent, if any, of the Condominium.