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Attested hereto
Francis M. Roache
Francis M. Roache
Register of Deeds

BYLAWS
OF
THE LOFTS AT WESTINGHOUSE CONDOMINIUM ASSOCIATION

One Westinghouse Plaza
Boston (Hyde Park), Massachusetts

THE LOFTS AT WESTINGHOUSE CONDOMINIUM

One Westinghouse Plaza
Boston (Hyde Park), Massachusetts

BYLAWS

OF

THE LOFTS AT WESTINGHOUSE CONDOMINIUM ASSOCIATION

Article I

Plan of Unit Ownership

1.1 Description of Primary Condominium. Mother Brook, LLC, a Massachusetts limited liability company, with an address at 39 Brighton Avenue, Boston, Massachusetts 02134 (hereinafter collectively sometimes called the "Declarant"), being the sole owner of Primary Unit 6 (hereinafter sometimes referred to as the "Premises"), one of six (6) units (the "Primary Units") of the Mother Brook Condominium (the "Primary Condominium") (a condominium created by Declarant by Amended and Restated Master Deed of even date herewith and recorded with the Registry immediately prior hereto ("the "Primary Master Deed")), has caused the Premises described therein to be submitted to the provisions of Massachusetts General Laws, Chapter 183A by a Master Deed of even date herewith and recorded herewith (the "Master Deed"), and has thereby created a condominium known as THE LOFTS AT WESTINGHOUSE CONDOMINIUM (the "Condominium").

The Condominium consists of Primary Unit 6 (and the Units and Common Elements therein contained), including all of the improvements and other property included therein.

1.2 Definitions. Set forth in Article II are definitions of certain terms used throughout these Bylaws. Terms not otherwise defined herein but defined in the Master Deed shall have the meanings ascribed to them in the Master Deed.

1.3 Description of Condominium Association. The Lofts at Westinghouse Condominium Association, an unincorporated association (the "Condominium Association") is the organization of Unit Owners formed to manage and regulate the Condominium. Each Unit Owner shall at all times have a percentage interest in the Condominium Association equal to such Unit Owner's respective Percentage Interest in the Common Elements of the Condominium, as set forth in the Master Deed.

1.4 Applicability of Bylaws. The terms and provisions of these Bylaws shall apply to the Condominium and the use and occupancy thereof. All present and future Unit Owners, mortgagees, lessees, sublessees and other occupants of Units, and guests of Unit Owners, and any other persons who may use, operate or maintain the facilities of the

Condominium (including, without limitation, any portion of the Common Elements), are and shall be subject to the Condominium Documents and the Primary Condominium Documents. The acceptance of a deed, mortgage or lease or the act of occupancy of any portion of the Condominium (including any Unit or any portion of the Common Elements), shall constitute an agreement by such owner, mortgagee, lessee, occupant or invitee that the Condominium Documents and the Primary Condominium Documents are accepted, ratified and are fully binding upon and enforceable against such individual or entity.

1.5 Applicability of Primary Condominium Documents. Article XI hereof sets forth provisions to regulate the relationship between the Condominium and the Primary Condominium. Notwithstanding anything herein to the contrary, the Condominium is subject to each and every provision of the Primary Condominium Documents. To the extent that any provision hereof is inconsistent with any provision of the Primary Condominium Documents, it shall be void and of no force and effect, and such provision of the Primary Condominium Documents shall govern, and be deemed to amend the inconsistent provision hereof to provided consistency with such provisions of the Primary Condominium Documents.

1.6 Office of Condominium Association. The office of the Condominium Association shall be located at the Premises, or at such other location in the City of Boston reasonably convenient thereto as may be designated from time to time by the Board.

Article II **Definitions**

2.1 Definitions. As used in these Bylaws, the following terms shall have the meanings ascribed to them below:

“Annual Meeting(s)” – Annual Meetings of the Unit Owners, as more particularly described in Section 5.1.

“Appurtenant Interests” – As defined in Section 12.1.

“Assistant Treasurer” – The Assistant Treasurer of the Condominium Association.

“Clerk” – The Clerk of the Condominium Association.

“Common Charges” – As defined in Section 8.5.

“Common Expenses” – As defined in Section 8.4.

“Condominium Managing Agent” – As defined in Section 4.2.

"FHLMC" – the Federal Home Loan Mortgage Corporation.

"First Annual Meeting" – The first annual meeting of the Condominium Association, as more particularly described in Section 5.1.

"Fiscal Year of the Condominium Association" – The calendar year, or such other twelve-month period as may be determined by the Board from time to time.

"FNMA" – the Federal National Mortgage Association.

"Initial Board" – The initial officers of the Condominium Association, as identified in the Master Deed and more particularly described in Article III herein.

"Listed First Mortgage" – As defined in Section 16.10.

"Listed Mortgagee" – A Mortgagee of which the Board has received written notice pursuant to and in conformance with the provisions of Article XVI herein.

"Majority Vote of the Managers" – A simple majority (more than fifty percent (50%)) of votes actually cast by Managers at a duly called meeting at which a quorum is present.

"Manager(s)" – The individual members of the Board.

"Mortgagee" – Any holder of a mortgage of record on a Unit, including, without limitation, a Listed Mortgagee.

"President" – The President of the Condominium Association.

"Property" – The Land, the Buildings and all other improvements thereon of the Primary Condominium, including the Primary Units and the Primary Common Elements, all easements, rights and appurtenances belongs thereto, and all other property, personal or mixed, intended for use in connection therewith, as described in the Primary Master Deed.

"Secondary Board" – The board of managers of any Secondary Condominium Association. The Board is a Secondary Board within the meaning ascribed to said term herein and in the Primary Condominium Documents.

"Secondary Condominium" – Any condominium created by a Primary Unit Owner which subjects its Primary Unit and Appurtenant Interest to the provisions of Chapter 183A, and thereby subdivides such Primary Unit into two or more Secondary Units, as more particularly described in Article 15 of the Primary Master Deed. The Condominium is a Secondary Condominium within the meaning ascribed to said term herein and in the Primary Condominium Documents.

“Secondary Condominium Association” – The association of Secondary Unit Owners formed to manage any Secondary Condominium. The Condominium Association is a Secondary Condominium Association within the meaning ascribed to said term herein and in the Primary Condominium Documents.

“Secondary Condominium Documents” – The master deed, bylaws and rules and regulations of any Secondary Condominium, and any other document governing or regulating a Secondary Condominium, as the same may be amended from time to time. The Condominium Documents are Secondary Condominium Documents within the meaning ascribed to said term herein and in the Primary Condominium Documents.

“Secondary Unit” – Any condominium unit of a Secondary Condominium. The Units are Secondary Units within the meaning ascribed to said term herein and in the Primary Condominium Documents.

“Secondary Unit Owner” – The record owner(s) of any Secondary Unit. The Unit Owners are Secondary Unit Owners within the meaning ascribed to said term herein and in the Primary Condominium Documents.

“Special Meeting(s)” – Special Meeting(s) of the Condominium Association, as more particularly described in Section 5.2.

“Special Partial Taking” – As defined in Section 13.3.

“Specially Allocated Common Charge” – As defined in Section 8.5(c).

“Treasurer” – The Treasurer of the Condominium Association.

“Vice President” – The Vice President of the Condominium Association.

Article III

Board of Managers

3.1 Number; Qualification. As more particularly described herein, the affairs of the Condominium shall be governed by a board of managers (the “Board”). The members of such Board are hereinafter referred to individually as a “Manager” and collectively as the “Managers.” The Board shall consist of five (5) Managers to be appointed in the manner described herein. Except as specifically provided herein, the number of Managers may be changed only by the unanimous vote of all Unit Owners. With the exception of the Declarant and members of the Initial Board, all Managers must own a Unit or be an officer, manager, shareholder, partner, principal, trustee, or beneficiary of the Unit Owner. Until such time as the Declarant no longer holds title to any Unit, the Declarant, or an affiliate of the Declarant or an employee of either the Declarant or such affiliate may be a Manager. All Managers shall hold office unit such

time as a successor has been duly appointed in accordance with the terms and provisions of these Bylaws. Except as provided herein, there shall be no limit on the number of terms (successive or otherwise) a particular individual may serve as Manager. Some or all of the responsibilities of the Board may be carried out by the Condominium Managing Agent, if authorized by the Board.

3.2 Initial Board. The Initial Board shall be composed of the individuals identified in Section 11 of the Master Deed, each of whom shall hold office until the earlier to occur of the following events: (i) upon conveyance of 75% of the Units to Unit Owners other than the Declarant; and (ii) three (3) years following the conveyance of the first Unit to a third party. Notwithstanding the foregoing, any Manager of the Initial Board shall be subject to removal by the Declarant, with or without cause, and shall be entitled to resign in the manner described in Section 3.4 below. Any vacancy in the Initial Board (whether by removal, resignation or death) shall be filled by the Declarant in the manner described in Section 3.5 below, and any successor appointed to fill such vacancy shall serve until the term of the Initial Board shall have expired as aforesaid. Notwithstanding any other term or provision of these Bylaws to the contrary, the Unit Owners shall have no power or right to remove the Initial Board or to appoint any additional or successor Managers until the expiration of the term of the Initial Board as set forth in this Section.

3.3 Subsequent Boards. Upon the expiration of the term of the Initial Board as set forth in Section 3.2 above, the five (5) Managers shall be elected by affirmative vote of Unit Owners holding Percentage Interests equal to more than fifty percent (50%) of the Percentage Interests held by Unit Owners present in person or by proxy and voting at any duly called meeting of the Condominium Association at which a quorum is present. Thereafter, at each Annual Meeting, Managers shall be elected by affirmative vote of Unit Owners holding Percentage Interests equal to more than fifty percent (50%) of the Percentage Interests held by Unit Owners present in person or by proxy and voting at any duly called meeting of the Condominium Association at which a quorum is present. Each Manager shall serve for a one (1) year term or until his or her successor is elected.

3.4 Resignation and Removal of Managers. Any Manager may resign at any time by an instrument in writing, and such resignation shall take effect upon the recording of the instrument of resignation with the Registry. Any Manager (other than a Manager serving on the Initial Board) may be removed from office at any regular or Special Meeting of the Condominium Association (a) for material breach of duty hereunder by affirmative vote of Unit Owners holding Percentage Interests equal to more than fifty percent (50%) of the Percentage Interests held by Unit Owners present in person or by proxy and voting at any duly called meeting of the Condominium Association at which a quorum is present or (b) for other cause or without cause by the affirmative vote of Unit Owners holding Percentage Interests of seventy-five percent (75%) or more of the total Percentage Interests in the Common Elements. A successor may at such meeting or thereafter be elected by affirmative vote of Unit Owners holding Percentage Interests equal to more than fifty percent (50%) of the Percentage Interests

held by Unit Owners present in person or by proxy and voting at any duly called meeting of the Condominium Association at which a quorum is present to fill a vacancy thus created. Any Manager whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting. Such removal shall take effect upon the recording of the instrument of removal with the Registry.

3.5 Vacancies. Any vacancy in the Board caused by any reason other than the removal of a Manager by vote of the Unit Owners, shall be filled by Majority Vote of the remaining Managers at special meeting of the Board held for that purpose promptly after the occurrence of such vacancy, even though the managers present at such meeting may constitute less than a quorum, and each person so elected shall be a Manager of the Board until a successor to such person shall be elected at the next Annual Meeting of the Condominium Association; provided that all vacancies in the Initial Board shall be filled by Declarant. If for any reason a vacancy in the office of Manager shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a Manager may be appointed to fill such vacancy by a court of competent jurisdiction upon the application of a Manager or Unit Owner and by notice to all Unit Owners and Managers, and to such other parties in interest, if any, to whom the court may direct that notice be given.

With respect to any vacancy in the office of Manager and the appointment of an individual to fill such vacancy, there shall promptly be executed and recorded with the Registry (i) a certificate of such appointment signed by any three (3) Managers pursuant to Section 17.1, certifying that the election was made in accordance with the terms of these Bylaws, and (ii) an acceptance of such appointment signed by the person so appointed (which acceptance may be contained within the certificate of appointment). Such appointment shall take effect upon the recording of the instrument of appointment with the Registry. Upon recording as aforesaid, the person so appointed shall be and become a Manager and shall be vested with the powers of Manager as set forth herein. Notwithstanding the foregoing, in the event of any vacancy in the office of Manager, however caused and for whatever duration, the remaining Managers shall (subject to the provisions of these Bylaws relating to the necessity of a quorum) continue to exercise and discharge all of the power, discretions and duties hereby conferred or imposed upon the Managers.

3.6 Meetings of the Initial Board. The first meeting of the Initial Board shall be held not later than sixty (60) days after the date hereof. Thereafter, meetings of the Initial Board may be called by a Manager upon not less than seven (7) business days' notice to the other Managers.

3.7 Regular Meetings of the Board. The first meeting of the Board elected by the Unit Owners shall be held not later than thirty (30) days after the date on which the Board is elected, at such time and place as shall be determined by the Condominium Association at the time of such election. Thereafter, regular meetings of the Board shall be held from time to time as shall be determined by a Majority Vote of the Managers, but at least two (2) such meetings shall be held during each Fiscal Year. Notice of regular

meetings of the Board shall be given to each Manager at least seven (7) business days' prior to the day chosen for such meeting.

3.8 Special Meetings. Special meetings of the Board may be called by the President, or in his or her absence, the Vice President, either at such officer's election or at the written request of any other Manager or any five (5) Unit Owners, by notice given to each Manager at least seven (7) business days' prior to the day chosen for such meeting (except in the event of an emergency, in which event, the President or Vice President shall give as much notice as is reasonably practicable under the circumstances). Notice of special meetings of the Board shall include the time, place and purpose of the meeting.

3.9 Executive Sessions. All meetings of the Board shall be open to Unit Owners as observers, except that the President or presiding officer may call the Board into executive session on sensitive matters such as personnel, litigation strategy or hearings for violations of the Condominium Documents. Any final action taken by the Board in executive session shall be recorded in the minutes.

3.10 Place of Meetings. All meetings of the Board (or if applicable, the Initial Board) shall be held at the Premises, or at such other location in the City of Boston as is reasonably convenient thereto as may be designated from time to time by a Majority Vote of the Managers.

3.11 Waiver of Notice. Any Manager may at any time waive notice of any meeting of the Board (or if applicable, the Initial Board) in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by any Manager at a meeting of the Board (or if applicable, the Initial Board) shall constitute a waiver by such individual of notice thereof. If all Managers are present at any meeting, no notice shall be required and any business may be transacted at such meeting.

3.12 Voting. In any matters relating to the administration of the Condominium and the exercise of the powers hereby conferred, the Managers may act by a Majority Vote of the Managers present at any duly called meeting at which a quorum is present, as provided in Section 3.13 below. The Managers may also act without a meeting by an instrument in writing duly executed by all of the Managers.

3.13 Quorum of the Board. At all meetings of the Board (or if applicable, the Initial Board), three (3) Managers who are present and voting shall constitute a quorum for the transaction of business. If at any meeting of the Board (or if applicable, the Initial Board) there shall be less than a quorum present, a majority of the Managers present may adjourn the meeting from time to time. At any such adjourned meeting at which quorum is present, any business that was to have been transacted at the originally scheduled meeting may be transacted without further notice. Managers of the Board (and if applicable, the Initial Board) may participate in a meeting thereof by means of a conference telephone or any similar communications equipment that allows all person

participating in such meeting to hear one another and such participation shall constitute presence at such meeting.

3.14 Certification Regarding Status of Board. Any instrument signed by a majority of the Managers as they appear of record at the Registry may be relied upon as conclusively establishing that the current members of the Board (or, if applicable, the Initial Board) are as stated in such instrument and that such instrument was the free act of the Condominium Association, and upon such execution, said instrument shall be binding upon the Condominium Association. No purchaser, Mortgagee, lender or other person dealing with the Managers as they appear of record at said Registry shall be bound to ascertain or inquire further as to the identify of the persons who are the then-members of the Board (or, if applicable, the Initial Board).

3.15 Compensation. No Manager shall receive any compensation from the Condominium Association in connection with the performance of his or her duties as Manager. Reimbursement of reasonable expenses incurred in connection with the performance of his or her duties as Manager shall be provided.

3.16 Liability of the Board, Officers, Unit Owners and Condominium Association.

(a) The officers and Managers of the Board shall not be liable to the Condominium Association or any Unit Owner for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Condominium Association shall indemnify and hold harmless each of the officers and Managers from and against all contractual liability to others arising out of contracts made by the officers or the Board on behalf of the Condominium Association unless any such contract shall have been made in bad faith or contrary to the provisions of Chapter 183A or the Condominium Documents, and except to the extent that such liability is satisfied by manager's and officers' liability insurance. Officers and Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium Association. The liability of any Unit Owners arising out of any contract made by the officers or Board, or out of the indemnification of the officers or Managers, or for damages as a result of injuries arising in connection with the Common Elements solely by virtue of ownership of a Percentage Interest therein or for liabilities incurred by the Condominium Association, shall be limited to the total liability multiplied by such Unit Owner's Percentage Interest. Every agreement made by the officers, the Board or the Condominium Managing Agent on behalf of the Condominium Association shall, if possible, provide that the officers, the Managers or the Condominium Managing Agent, as the case may be, are acting only as agents for the Condominium Association and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to the total liability thereunder multiplied by such Unit Owner's Percentage Interest. The Condominium Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that such person is or was an officer or Manager of the Condominium Association against expenses

(including reasonable attorneys' fees), judgments, fines and amounts paid in settlement incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Condominium.

(b) The officers and Managers of the Board and the Condominium Association shall not be liable for any failure of any utility or other services to be obtained by the Condominium Association or paid for as a Common Expense, or for injury or damages to person or property caused by the elements or by any Unit Owner, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from or over any portion of the Common Elements, or from any pipe, drain, conduit, appliance or equipment. The officers and Managers of the Board and the Condominium Association shall not be liable to any Unit Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements or for any action taken by the Condominium Association to comply with any law, ordinance or with the order or directive of any governmental authority.

3.17 Fidelity Bonds. The Board shall obtain and ensure maintenance of fidelity bonds, in amounts deemed appropriate by it, for all of its Managers, officers and employees and for the Condominium Managing Agent, if any, employed by it, and the premiums on such bonds shall constitute Common Expenses.

3.18 Self Dealing. Each Manager shall exercise such Manager's powers and duties in good faith and with a view to the interests of the Condominium. No contract or other transaction between the Condominium Association and any of its Managers, or between the Condominium and any of its Managers, or between the Condominium Association and any corporation, firm or association (including the Declarant) in which any of the Managers of the Condominium Association are owners, directors, or officers or are pecuniary or otherwise interested, is either void or voidable because any such Manager is present at the meeting of the Board or any committee thereof which authorizes, approves or ratifies the contract or transaction, or because such Manager's vote is counted for such purpose, provided that such Manager acts in good faith and any of the conditions specified in any of the following subsections exist:

(a) The fact of the common management or interest is disclosed to the Board prior to such contract or transaction being entered into and noted in the minutes and the Board authorizes, approves or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) The fact of the common management or interest is disclosed or known to the Condominium Association and the Condominium Association approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) The contract or transaction is commercially reasonable to the Condominium Association at the time it is authorized, ratified, approved or executed.

3.19 Principal Office of Board. The principal office of the Board shall be located at the Premises or at such other location in the City of Boston reasonably convenient thereto as may be designated from time to time by a majority of the Managers.

3.20 Board as Agent of Unit Owners. In exercising its powers and performing its duties under the Condominium Documents, the Board shall act in good faith as, and shall be, the agent of the Condominium Association, subject to and in accordance with the provisions of said Condominium Documents.

Article IV **Powers and Duties of Board**

4.1 Powers and Duties. The Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium, except such as by law or by the terms of the Master Deed or these Bylaws may not be delegated to the Board by the Condominium Association. The powers and duties of the Board shall include, but shall not be limited to, the following:

(a) Managing, operating, caring for, maintaining, repairing and replacing of the General Common Elements and certain portions of the Limited Common Elements as provided in the Master Deed and these Bylaws, including contracting for utilities, services and supplies, except for such portion of the Common Elements as is a part of the Primary Common Elements.

(b) Determining the Common Expenses and Common Charges, as such terms are defined herein.

(c) Collecting the Common Charges from Unit Owners.

(d) Enforcing all obligations of the Unit Owners under the Condominium Documents.

(e) Levying fines against any Unit Owner for violations of the Rules and Regulations (and upon such levying, said fines shall constitute Common Charges payable by the owner against which the fines are levied).

(f) Employing and dismissing such agents, managers, officers, brokers, employees, assistants and counsel as the Board deems necessary or advisable in connection with the performance of its duties hereunder, including the engagement of a manager or managing agent responsible for the maintenance and/or operation of any portion of the Common Elements that are to be maintained and/or operated by the Board, and in connection therewith, defining the respective duties and determining and paying the compensation of such agents, managers, officers, brokers, employees, assistants and counsel; provided, however, the Board shall not be answerable for the acts and defaults of

such individuals and entities, absent any willful misconduct or bad faith on the part of the Board.

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

(h) Leasing, managing and otherwise dealing with the General Common Elements and certain portions of the Limited Common Elements, as provided in the Master Deed and these Bylaws.

(i) Owning, conveying, mortgaging, encumbering, leasing and otherwise dealing with any Unit conveyed to the Board or acquired by such Board (or its nominee) as the result of the enforcement of any lien for Common Charges or otherwise.

(j) Organizing corporations or trusts to act as designees of the Condominium Association with respect to such matters as the Board may determine.

(k) Obtaining and maintaining insurance for the Condominium, including the Units, and adjusting and settling insurance claims as provided herein.

(l) Making additions and improvements to, or alterations of, the General Common Elements and certain portions of the Limited Common Elements, as provided herein, except such portion of the Common Elements as is part of the Primary Common Elements.

(m) Making repairs and restorations to the General Common Elements and certain portions of the Limited Common Elements, or parts thereof, which may be damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings, as provided herein, except such portion of the Common Elements as is part of the Primary Common Elements.

(n) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep, replacement, restoration and alteration of, or additions to, the General Common Elements or certain portions of the Limited Common Elements as provided herein; provided, however, that (i) the consent of Unit Owners holding seventy five percent (75%) or more of the Percentage Interests shall be required for any borrowings in excess of the aggregate amount of One Hundred Thousand Dollars (\$100,000.00) in any one Fiscal Year (regardless of the balance of any loans outstanding from previous years), and (ii) no lien to secure repayment of any sum borrowed may be created on any Primary Unit or Unit (or its appurtenant interest in the Common Elements) without the prior written consent of such Primary Unit Owner or Unit Owner. If any sum borrowed by the Board pursuant to the authority conferred by this paragraph is not repaid by the Board when and as required, a Unit Owner who pays to the creditor a proportion of the total liability hereunder equal to such owner's Percentage Interest in the Common Elements in question shall be entitled to obtain from the creditor a release of any

judgment or other lien which said creditor has filed or has the right to file against such owner's Unit, as the case may be.

(o) Preparing, executing and recording on behalf of all Unit Owners as their attorney-in-fact (said power hereby being coupled with an interest) a restatement of the Master Deed and/or these Bylaws when, in the Board's reasonable estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Master Deed and/or these Bylaws.

(p) The power to do everything necessary, suitable or proper for the accomplishment of any of the purposes, the attainment of any of the objectives, or the furtherance of any of the powers of the Condominium Association, either alone or in conjunction with the Declarant and/or the Unit Owners, including, without limitation, the exercise of all rights and powers conferred by Chapter 183A, except and to the extent otherwise provided in the Condominium Documents.

(q) Granting and accepting easements through or over the General Common Elements in accordance with Chapter 183A.

Notwithstanding any provision of the Master Deed, these Bylaws, or the Rules and Regulations to the contrary, neither the Board nor any Unit Owner shall bring any litigation whatsoever on behalf of the Condominium, the Condominium Association or the Unit Owners unless a copy of the proposed complaint in such litigation has been delivered to all of the Unit Owners, and not less than eighty percent (80%) of all Unit Owners consent in writing to the bringing of such litigation within sixty (60) days after a copy of such complaint has been delivered to the Unit Owners and specifying as part of the written consent a specific monetary limitation to be paid as legal fees and costs and expenses to be incurred in connection therewith, which amount shall be separately assessed as a special assessment effective forthwith at the time of said affirmative consent. Notwithstanding any provisions of the Master Deed, these Bylaws or the Rules and Regulations, the provisions of this grammatical paragraph shall not be amended except by vote of at least eighty percent (80%) of Unit Owners. The provisions of this grammatical paragraph shall not apply to litigation by the Board against Unit Owners with respect to the recovery of overdue Common Expenses or special assessments or to foreclose the lien provided by Chapter 183A, Section 6, and Chapter 254, Sections 5 and 5A, as amended, or to enforce any of the provisions of the Master Deed, these Bylaws, the Rules and Regulations or any unit deed against any Unit Owner, or to litigation brought by any Unit Owner individually at its sole cost and expense.

4.2 Managing Agent. The Condominium may be self-managed if Unit Owners holding seventy-five percent (75%) of more of the total Percentage Interests in the Common Elements affirmatively vote to be self-managed or, subject to the approval of the Primary Board, such approval not to be unreasonably withheld, the Board may employ for the Condominium a managing agent (the "Condominium Managing Agent") at compensation and on such other terms as are to be established by the Board. The

Condominium Managing Agent shall have the right to delegate all or a portion of its duties to sub-managing agents.

(a) Requirements. The Condominium Managing Agent shall be a bona fide business enterprise which manages common interest communities. Such firm or its principals shall have a minimum of five (5) years experience in real estate management and shall employ persons possessing a high level of competence in the technical skills necessary for proper management of the Condominium. The Condominium Managing Agent shall provide the Board with evidence of insurance coverage, including coverage for errors and omissions, liability, workers' compensation and, if appropriate, care, custody and control coverage, and in all cases such coverage is to be a satisfactory to the Board. The Condominium Managing Agent shall provide, at the expense of the Condominium Association, blanket fidelity insurance coverage in an amount equal to at least twenty-five percent (25%) of the annual Common Charges or such greater amount as deemed adequate by the Board. Such fidelity insurance must name the Condominium Association as the insured and include a provisions requiring twenty (20) days' written notice to the Board in the event of any cancellation or material modification.

(b) Duties. The Condominium Managing Agent shall perform, or cause to be performed, such duties and services as the Board shall direct. Such duties and services may include, without limitation, the duties listed in subsections (a), (b), (c), (d), (e), (f), (g), (h), (j), (k), (l) and (m) of Section 4.1. The Board may delegate to such Condominium Managing Agent all of the powers granted to the Board by these Bylaws other than the powers set forth in subsections (i), (n), (o), (p), and (q) of Section 4.1. Such Condominium Managing Agent shall perform the obligations, duties and services delegated to it by the Board in compliance with the provisions of these Bylaws and with Chapter 183A.

The Condominium Managing Agent shall be responsible for keeping all financial records of the Condominium, including the following:

(i) records of all receipts and expenditures, invoices and vouchers authorizing payments, receivables and bank statements relating thereto;

(ii) records regarding the replacement reserve fund and any other funds of the Condominium Association and bank statements relating thereto;

(iii) audits, reviews, accounting statements and financial reports relating to the finances of the Condominium Association;

(iv) contracts for work to be performed for services to be provided to the Condominium Association; and

(v) all current insurance policies for the Condominium Association or policies which name the Condominium Association as an insured party or obligee.

Such records shall be kept in an up-to-date manner within the Commonwealth of Massachusetts and shall be available for inspection by the Board and any Unit Owner or by a Mortgagee at any time during regular business hours. Access to said records shall include the right to photocopy said records at the expense of the person or entity requesting the copies. Such records shall be the property of the Condominium Association and shall be retained for period of at least seven (7) years.

(c) Standards. The Board shall impose appropriate standards of performance upon the Condominium Managing Agent. Unless the Condominium Managing Agent is instructed otherwise by the Board:

(i) the modified accrual method of accounting shall be employed;

(ii) all checks in excess of Two Thousand Five Hundred Dollars (\$2,500.00) shall be signed by two or more persons, one a representative of the Condominium Managing Agent, unless the Condominium Managing Agent is instructed otherwise by the Board;

(iii) cash accounts of the Condominium Association shall not be commingled with the assets of the Condominium Managing Agent or with the assets of any other entity including accounts for or created on behalf of any of the Units. Separate and distinct accounts shall be maintained for the replacement reserve, for the operating funds and for any other fund of the Condominium Association. These funds shall not be subject to the claims of any creditor of the Condominium Managing Agent or of any other entity;

(iv) any discounts or rebates received by the Condominium Managing Agent from vendors, independent contractors or others providing goods or services to the Condominium Association shall benefit the Condominium Association;

(v) any financial or other interest which the Condominium Managing Agent may have in any firm providing goods or services for a separate fee or charge to the Condominium Association shall be disclosed to the Board;

(vi) a monthly written financial report and an annual written financial report shall be prepared for the Board containing:

(A) An "income statement" reflecting all income and expense activity for the preceding period on a modified accrual basis;

(B) An "account activity statement" reflecting all receipt and disbursement activity for the preceding period on a cash basis;

(C) An "account status report" reflecting the status of all accounts in an "actual" versus "projected" (budget) format;

(D) A "balance sheet" reflecting the financial condition of the Condominium Association on an unaudited basis;

(E) A "budget report" reflecting any actual or pending obligations that are in excess of budgeted amounts by an amount exceeding the operating reserves or ten percent (10%) of a major budget category (as distinct from a specific line item in an expanded chart of accounts);

(F) A "delinquency report" listing all Unit Owners who are delinquent in paying Common Charges and describing the status of any actions to collect such assessments; and

(G) Copies of all relevant bank statements and reconciliations for the replacement reserve fund and any other funds for which the Condominium Managing Agent has responsibility.

(d) Coordination with Primary Condominium. In order to coordinate the operations of the Condominium with the operations of the Primary Condominium, the Board shall give preferential consideration to hiring the same Condominium Managing Agent hired by the Primary Board.

(e) Termination of Managing Agent. Any management agreement shall be terminable by the Board without cause and without payment of a termination fee upon ninety (90) days' written notice (or with cause upon ten (10) days notice and without payment of a termination fee; provided that the Condominium Managing Agent shall have the opportunity to cure during such 10-day period). Upon termination, all books, records, funds and accounts in the possession of the Condominium Managing Agent shall be immediately delivered to the Board.

Article V **Unit Owners**

5.1 Annual Meeting. The first Annual Meeting (the "First Annual Meeting") of the Condominium Association shall be called by the Managers of the Initial Board within twelve (12) months from the date of these Bylaws. After the First Annual Meeting, subsequent annual meetings of the Condominium Association ("Annual Meeting(s)") shall be held within thirty (30) days of the anniversary of the preceding Annual Meeting, or on such other date as may be chosen by the Board (or Initial Board).

Subject to Section 3.2 regarding the Initial Board, the Managers of the Board shall be elected at each Annual Meeting by ballot of the Unit Owners, as provided in Article III. Unit Owners may also adopt amendments to the Master Deed at Annual Meetings, as provided in Section 10 of the Master Deed, or to these Bylaws or the Rules and

Regulations, as provided in Article XVIII hereof, or they may transact such other business of the Condominium as may properly come before them.

5.2 Special Meetings. It shall be the duty of the President to call a special meeting of the Condominium Association (a "Special Meeting") when and as directed by the Board or upon a petition signed by Unit Owners holding Percentage Interests equal to at least thirty-three percent (33%) of the total Percentage Interests, at which special meeting the Condominium Association may transact any business that may be transacted at an Annual Meeting.

5.3 Place of Meetings. Annual and Special Meetings of the Condominium Association shall be held at the Premises or at such other location in the City of Boston reasonably convenient thereto as may be designated from time to time by the Board.

5.4 Notice of Meetings. The Clerk shall deliver or cause to be delivered to each Unit Owner a notice of each Annual or Special Meeting at least seven (7) business days prior to the date fixed for such meeting, which notice shall state the purpose of the meeting as well as the time and place where such meeting will be held.

5.5 Waiver of Notice. Any Unit Owner may at any time waive notice of any Annual or Special Meeting in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by any Unit Owner (either in person or through some person designated by such owner to act as proxy as provided below) shall constitute a waiver by such Unit Owner of notice thereof. If all Unit Owners are present at any meeting, no notice shall be required and any business may be transacted at such meeting.

5.6 Order of Business. The order of business at all meetings of the Condominium Association shall be as determined by the presiding officer.

5.7 Voting and Other Action by Unit Owners. The owner or owners of each Unit either personally or although some person designated by such owner or owners to act as proxy shall each be entitled to cast votes equivalent to the Unit Owner's Percentage Interest at all meetings of the Condominium Association. The designation of any such proxy shall be made in writing to the Clerk; and unless otherwise specifically provided in the proxy, shall be revocable at any time by the Unit Owner upon written notice to the Clerk, provided however, that no designation to act as a proxy shall be effective for a period in excess of six (6) months, except for any designation of a Listed Mortgagee to act as the proxy of its mortgagor. If a Unit owned by two (2) or more individuals or entities, only one (1) owner may act for all. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity.

The Condominium Association shall transact the business of the Condominium at a duly called meeting at which a quorum is present, except that any action to be taken by the Condominium Association may be taken without a meeting if all Unit Owners entitled to vote on the matter consent to the action by an instrument in writing. Such consent shall be treated for all purposes as a vote at a meeting.

No Unit Owner may vote at any Annual Meeting or Special Meeting or be elected to or serve on the Board or as an officer of the Condominium Association if payment by such Unit Owner of any financial obligation to the Condominium Association is delinquent more than sixty (60) days and the amount necessary to bring the account current has not been paid at the time of such meeting or election. If such Unit Owner desires to make payment at the time of such meeting or election, then such payment must either be in the form of cash, certified check or money order.

5.8 Actions of Unit Owners. As used in these Bylaws, the term "majority of," "majority in interest of the Unit Owners" or the like shall mean the Unit Owners holding Percentage Interests equal to more than fifty percent (50%) of the Percentage Interests held by Unit Owners present in person or by proxy and voting at any duly called meeting of the Condominium Association at which a quorum is present and voting. As used in these Bylaws, any stated percentage of Unit Owners shall mean Unit Owners holding in the aggregate that Percentage Interest of the total Percentage Interests. Any affirmative vote by the majority of Unit Owners shall be binding upon all Unit Owners for all purposes except where in the Master Deed or these Bylaws, or by law, a higher percentage vote is required.

5.9 Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Unit Owners holding Percentage Interests equal to at least thirty percent (30%) of the total Percentage Interest shall constitute a quorum at all meetings of the Condominium Association. If any meeting of the Condominium Association cannot be held because a quorum has not attended in person or by proxy, the Unit Owners who are present shall adjourn the meeting to time not less than forty-eight (48) hours after the time for which the original meeting was called. If Unit Owners holding Percentage Interests equal to at least thirty percent (30%) of the total Percentage Interest in the Common Elements fail to attend in person or by proxy any such rescheduled meeting, then those Unit Owners present in person and by proxy at such rescheduled meeting shall constitute a quorum at such meeting.

5.10 Title to Units. Title to Units may be taken in the name of an individual or in the names of two or more persons as tenants in common or as joint tenants or as tenants by the entirety, or in the name of a corporation, limited liability company or partnership or in the name of a fiduciary.

Article VI

Officers

6.1 Designation. The principal officers of the Condominium Association shall be the President, Vice President, Treasurer, Assistant Treasurer and the Clerk, all of whom shall be elected by the Board and all of whom shall be Managers, with the exception of the Clerk who need not be a Manager. The Board may also appoint such other officers as in its judgment may be necessary or desirable who need not be Managers. Any Manager of the Board may hold more than one office.

6.2 Election of Officers. The officers shall be elected annually at the organizational meeting of each new Board and shall hold office at the pleasure of the Board and until their successors are duly elected as provided herein.

6.3 Resignation and Removal of Officers. Any officer may resign at any time by written notice to the Board and such resignation shall take effect at the time specified therein. Upon a Majority Vote of the Managers, any officer may be removed, either with or without cause. Successor officers may be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose. In the event a particular officer also serves as a Manager of the Board, no resignation or removal of such individual as officer shall affect such individual's status as Manager.

6.4 President. The President shall be the chief executive officer of the Condominium Association. He or she shall preside at all meetings of the Condominium Association and of the Board, and shall have all of the general powers and duties incident to the office of President of a stock corporation organized under the laws of the Commonwealth of Massachusetts, including but not limited to, the power to appoint committees from among the Unit Owners from time to time to assist in the conduct of the affairs of the Condominium. The President shall not, however, make any material expenditure or make any material commitment on behalf of the Condominium Association, except as may be authorized by the Board. The President shall be the designated representative of Primary Unit 6 on the Primary Board and shall cast his or her vote as a member of the Primary Board as directed by the Board.

6.5 Vice President. In the absence (or in the case of the disability) of the President, the Vice President shall preside all meetings of the Condominium Association and of the Board, and shall assume the other duties of the President.

6.6 Treasurer. The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. He or she shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board, or the Condominium Managing Agent, in such depositories as may from time to time be designated by the Board, and he or she shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation organized under the laws of the Commonwealth of Massachusetts.

6.7 Assistant Treasurer. In the absence (or in case of the disability) of the Treasurer, the Assistant Treasurer shall carry out the duties of the Treasurer.

6.8 Clerk. The Clerk shall keep the minutes of all meetings of the Condominium Association and the Board and shall in general perform all the duties of the incident to the office of Clerk of a stock corporation organized under the laws of the Commonwealth of Massachusetts.

6.9 Agreements and Other Instruments. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium Association or the Board shall be executed by, and payment vouchers shall be approved by any two (2) officers thereof or by the Condominium Managing Agent as set forth in the Bylaws or as directed from time to time by the Board.

6.10 Compensation of Officers. No officer shall receive any compensation from the Condominium Association in connection with the performance of his or her duties as officer, unless otherwise agreed to by the Board. Reimbursement of reasonable expenses incurred in connection with the performance of his or her duties as officer shall be permissible.

Article VII **Notices**

7.1 Service of Notice. Whenever under the provisions of the Condominium Documents notice is required to be given, whether to the Board, the Condominium Association or any Unit Owner, Manager, Listed Mortgagee, or otherwise, the same shall be given in writing, addressed to the address for such entity as it appears in the records of the Condominium, and shall be sent by (i) hand delivery, (ii) Federal Express or other reputable overnight carrier, (iii) registered or certified mail, return receipt requested, or (iv) facsimile, with a confirmatory copy by regular mail. Notice shall be deemed given upon delivery or when delivery is refused.

7.2 Waiver. Whenever any notice is required to be given under the provisions of the Condominium Documents or by law, a written waiver of such notice signed by the individual or entity entitled to such notice, whether before or after the time stated therein shall be deemed the equivalent thereof.

Article VIII **Budget: Common Expenses, Charges, and Profits; Utilities**

8.1 Preparation and Approval of Budget.

(a) At least forty-five (45) days before the beginning of each Fiscal Year, the Board shall adopt a budget for the Condominium Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Condominium as to which it is the responsibility of the Condominium to maintain, repair and replace, pursuant to the Condominium Documents, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by Chapter 183A, the Condominium Documents or a resolution of the Condominium Association and which will be required during the ensuing Fiscal Year for the administration, operation, maintenance and repair of the

Common Elements and other parts of the Condominium for which the Condominium Association is responsible pursuant to the Condominium Documents. The budget will contain funds sufficient to permit the Common Elements to be maintained in accordance with the standards set forth herein to the extent such standards are applicable to the Common Elements. The Condominium may enter into contacts or agreements with the Unit Owners, as necessary, to maintain certain components or portions of such Units as are delegated to the Condominium Association by such Unit Owners. The cost of such maintenance or repair shall not be a Common Expense, but shall be at the applicable Unit Owner's or Owners' expense. Such budget shall also include such reasonable amounts as the Board considers necessary to provide a general operating reserve and reserves for replacements with respect to the Common Elements and other parts of the Condominium for which the Condominium Association is responsible pursuant to the Condominium Documents.

(b) Upon the adoption of the budget for the Common Expenses, the Board shall determine the amount of Common Charges (as such term is defined in Section 8.5 below) payable by each Unit Owner and shall allocate and assess the same among the Unit Owners in the manner described herein. Common Charges assessed for a Fiscal Year shall be deemed to be assessed as of the first day of each Fiscal Year of the Condominium Association, even though such amounts may be payable in installments. In the event the Board revises the budget during any Fiscal Year, it may specify the date on which the Common Charges affected by such revision shall be deemed to have been assessed. In the absence of such specification, Common Charges affected by a revision to the budget shall be deemed assessed as of the first day of the month following such revision by the Board.

(c) The Board shall promptly advise each Unit Owner in writing of the amount of the Common Charges payable by such owner and shall furnish each Unit Owner with a copy of the budget on which such Common Charges are based (and, if requested, shall also provide a copy of such budget to such Unit Owner's Listed Mortgagees). Such determination and notification shall be made prior to December 1st of each year, and there shall be a re-determination and notification made as of the end of any calendar month in which the budget is revised.

8.2 Initial Budget and Working Capital Payment.

(a) Upon taking office, the Initial Board designated pursuant to these Bylaws shall determine the budget, as defined in this Section, for the period commencing thirty (30) days after such election and ending on the last day of the Fiscal Year in which such election occurs. Common Charges shall be levied and become a lien against the Unit Owners during such period as provided in Section 8.11.

(b) The Board shall collect from each initial purchaser of a Unit a non-refundable "working capital payment" equivalent to two (2) months' of estimated installments of the annual assessment of Common Charges for such purchaser's Unit. The initial working capital payment shall not be deemed to constitute an advance

payment of regular assessments. Such funds may be used to pay Common Expenses which become due prior to the receipt of scheduled payments of Common Charges or as a reserve fund, and for such other purpose as the Board may determine. Notwithstanding the preceding provision of this subsection (b) to the contrary, a Mortgagee or its nominee or designee who comes into possession of a Unit by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall not be required to make the working capital payment for such Unit.

8.3 Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board to prepare or adopt a budget for any Fiscal Year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay the allocable share of the Common Expenses as provided in these Bylaws whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay each periodic installment at the rate established for the previous Fiscal Year until notified of the periodic payment which is due at least ten (10) days after such new annual or adjusted budget is adopted.

8.4 Budget; Common Expenses. As used herein and elsewhere in the Condominium Documents, the term "Common Expenses" shall mean (i) all costs and expenses incurred by the Board in connection with the administration, operation, maintenance, repair and replacement of the General Common Elements which are not the responsibility of the Primary Board, those portions of the Limited Common Elements that are to be administered, maintained repaired and replaced by the Board, as provided in Section 6 of the Master Deed and Article IX hereof and those portions of the Limited Common Elements that are to be administered, maintained, repaired and replaced by the Board, as provided in Section 7.2 of the Primary Master Deed and Section 4 of the Master Deed (including such amounts as the Board may deem proper for special assessments and for a general operating reserve or a reserve for working capital or capital replacements), (ii) real estate taxes, until such time as the Units are separately assessed, (iii) insurance premiums on all policies of insurance required to be or that have been obtained by the Board pursuant to the provisions of these Bylaws, (iv) such amounts as the Board may deem proper to remedy any deficit in the Common Expenses for any prior Fiscal Year, (v) the Common Expenses of the Primary Condominium assessed to Primary Unit 6 by the Primary Board; and (vi) such other amounts as are specifically deemed to be Common Expenses under these Bylaws or elsewhere in the Condominium Documents.

8.5 Common Charges. The term "Common Charges" shall mean the charges assessed to the Unit Owners to meet the Common Expenses, along with such other charges and fees that are specifically deemed to be Common Charges under these Bylaws or elsewhere in the Condominium Documents. Except as specifically set forth below and elsewhere in the Condominium Documents, Common Charges shall be allocated and assessed among the Unit Owners according to each such owner's respective Percentage Interests in the General Common Elements.

Notwithstanding the foregoing, all Common Charges pertaining to the following Common Elements shall be allocated and assessed among the Unit Owners as set forth below:

(a) Electricity of the Units will be submetered and the Board will bill each Unit Owner based on actual consumption.

(b) To the extent the Board can reasonably ascertain the proportion of any Common Expenses that are attributable to the particular usage by or requirements of a given Unit, the Board may allocate and assess such proportion of the Common Expenses directly to such Unit as a Common Charge. By way of illustration and not limitation, if the Board submeters the usage of any utility service to each Unit, the Board may assess each such Unit Owner the amount of the usage attributed to its Unit and such amounts shall constitute Common Charges hereunder.

(c) Common Expenses for any Limited Common Elements described in Section 6 of the Master Deed shall be allocated and assessed among the Unit Owners in accordance with said Section 6 based on actual cost of operation.

8.6 Special Assessments. The Board at any time or from time to time may levy a special assessment in order to defray, in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of the Common Elements or for such other property for which the Condominium Association is responsible, provided that any such assessment in excess of ten percent (10%) of the then current Common Charges shall be approved by a vote of the Unit Owners holding at least fifty percent (50%) of the total Percentage Interests held by Unit Owners present in person or by proxy and voting at a duly called meeting of the Condominium Association at which a quorum is present called to consider such special assessments, further provided, however, that such limitation and affirmative vote by the Unit Owners shall not be applicable to any special assessment arising as a result of an emergency affecting life or property; and provided further that if Unit Owners holding Percentage Interests equal to fifty percent (50%) or more but less than seventy-five percent (75%) of the total Percentage Interests in the Common Elements agree to make an improvement to the Common Elements, the cost of such improvement shall be borne solely by the Unit Owners so agreeing. Except as aforesaid, such special assessment shall be levied against all Unit Owners in proportion to each Unit Owner's Percentage Interest in the Common Elements. If an improvement to the Common Elements shall be approved by Unit Owners holding seventy-five percent (75%) or more of the total Percentage Interests in the Common Elements and such improvement shall cost more than ten percent (10%) of the then value of the Condominium, any Unit Owner not so agreeing shall have the rights set forth in Chapter 183A, Section 18. The Board shall serve notice of any special assessments on all affected Unit Owners by a statement in writing giving the amount of and reasons for such special assessments, which special assessment may be payable, as the Board may determine, in lump sum or in installments, and, unless otherwise specified in the notice, shall be payable with the next due monthly installment which is due more than ten (10) days after the giving of such notice. All Unit Owners shall be obligated to

pay the adjusted monthly amount or, if the special assessment is not payable in installments, the amount of such assessment.

8.7 Reserves. The Board shall build up and maintain adequate reserves for operations (including losses due to insurance deductibles) and replacements as the same are associated with the Common Elements or other property required to be maintained by the Condominium Association pursuant to the Condominium Documents. Extraordinary expenditures associated with the Common Elements or other property required to be maintained by the Condominium Association not originally included in the annual budget which may become necessary during the year shall be charged first against such operating reserves, unless sufficient funds to meet such expenditures are in the operating account. Except for normal maintenance expenses shown in the annual operating budget, all expenses for replacement of physical assets maintained by the Condominium Association shall be charged first against such replacement reserves. Unless otherwise determined by a vote of at least sixty-seven percent (67%) of the Board, the amount held as reserves shall not substantially exceed the amount reasonably required to assure the Condominium Association's ability to replace components as they reach the end of their useful lives. If regular annual maintenance extends the useful life of components so that reserves are excessive, the reserves shall be adjusted by reallocation to other budget items or by distribution to the Unit Owners, as the Board may determine. If the reserves are inadequate for any reason, including nonpayment of any Unit Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed against the Unit Owners according to their respective Percentage Interests, and which may be payable in a lump sum or in installments, as the Board may determine. The Board shall serve notice of any such further assessment on Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next periodic payment which is due more than ten (10) days after the delivery of such notice of further assessment. All Unit Owners so notified shall be obligated to pay the adjusted periodic amount or, if such further assessment is not payable in installments, the amount of such assessment.

Such assessment shall be a lien as of the effective date as set forth in Section 8.11.

8.8 Intentionally Omitted.

8.9 Utility Charges; User Fees. The cost of utilities serving any portion of the Condominium not individually metered or submetered to specific Units shall be general Common Expenses allocated pursuant to Section 8.5 hereof. The Board may impose reasonable user fees, whether or not designated as limited Common Expenses, for the use of Limited Common Elements, personal property of the Condominium Association, or services provided by or arranged for through the Condominium Association, to one (1) or more, but fewer than all Unit Owners, including fees for utility services which are sub-metered and for services provided by or arranged for by the Condominium Association as shared with another Primary Unit Owner.

8.10 Payment of Common Charges and Other Assessments. Each Unit Owner shall be liable for payment of the Common Charges assessed to its Unit pursuant to the provisions of these Bylaws. Unless otherwise determined by the Board, Common Charges shall be payable monthly, in advance, on the first day of each calendar month. No Unit Owner shall be liable for Common Charges assessed to its Unit before the date of such owner's acquisition of its Unit or after the date of its disposition of such Unit, although the Unit shall continue to be subject to the lien provided for in Section 6 of Chapter 183A until such time as all Common Charges assessed with respect to such Unit have been paid in full. Each Unit Owner shall continue to be liable after disposition of its Unit for payment of Common Charges assessed during such Unit Owner's period of ownership. Any Unit Owner may convey its Unit, together with its Appurtenant Interest, to the Board, subject to the terms and conditions specified in these Bylaws, provided that its Unit is free and clear of liens and encumbrances, other than the statutory lien for unpaid Common Charges, and in such event be exempt from Common Charges thereafter assessed. Any Listed First Mortgage who comes into possession of a Unit pursuant to the remedies provided in its mortgage, the foreclosure of such mortgage or deed in lieu of foreclosure, shall not be liable for such Unit's unpaid Common Charges which accrued prior to the time such mortgagee comes into possession of such Unit except as otherwise provided in chapter 183A.

8.11 Collection of Common Charges. The Board shall assess Common Charges against the Unit Owners from time to time (at least annually) and shall take prompt action to collect any Common Charge due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof. Common Charges assessed for a Fiscal Year shall be deemed to be assessed for, with respect of, and as of the first day of each Fiscal Year of the Condominium Association even though payable in installments. If the Board revises the budget during such Fiscal Year, the Board may specify the day as of which Common Charges based on such revision shall be deemed to be assessed. In the absence of such specification, the Common Charges based on such revision shall be deemed to be assessed as of the first day of the month following the Board's action.

8.12 Default in Payment of Common Charges. In the event that any Common Charges or other assessments owed by any Unit Owner are not paid when due, such Unit Owner shall be obligated to pay (a) a "late charge" equal to one percent (1%) of such amounts that remain unpaid for more than ten (10) days after their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid), and (b) interest at the rate of one and one-half percent (1.5%) per month (but in any event not more than the maximum rate permitted by law) on such unpaid amounts computed from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board in any proceeding brought to collect such unpaid Common Charges. All such "late charges," interest and expenses shall be added to and shall constitute Common Charges payable by such Unit Owner. The Board shall have the right and duty to take reasonable steps to recover such Common Charges and other assessments, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such Unit Owner, or by

foreclosure of the lien on such Primary Unit as provided for in Section 6 of Chapter 183A. The Primary Board may also bring an action directly or foreclose a lien on a Unit to recover Common Expenses due to the Primary Condominium Association which are attributable to the Condominium to the extent of a Unit Owner's respective Percentage Interest.

8.13 Subordination of the Lien to Mortgages. The lien of the assessments for Common Charges on each Unit shall be subordinate to (i) the lien for real estate taxes on any Unit, and (ii) any first mortgage of record affecting a Unit subject to assessment, provided, however, that said subordination to any first mortgage shall apply only to assessments that have become due and payable prior to the sale or transfer of a Unit pursuant to a foreclosure, or any other proceeding in lieu of foreclosure, under said first mortgage and only to the extent permitted under Chapter 183A. Such sale or transfer shall not relieve a Unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments, nor shall it relieve a Unit Owner from liability for payment of any assessments that became due and payable during such Unit Owner's period of ownership. This Section 8.13 may not be amended without the consent of the Listed Mortgagees.

8.14 Foreclosure of Liens and Other Enforcement Actions. If, in any action brought by the Board to enforce a lien on a Unit because of unpaid Common Charges or other assessments, the lien shall be foreclosed, then for such period as the Unit Owner shall continue to use its Unit, such Unit Owner shall be required to pay a reasonable rental for the use of its Unit and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. The Board, acting on behalf of all Unit Owners, shall have the power to purchase any Unit at a foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the votes appurtenant thereto), convey or otherwise deal with the same, subject to the provisions of Section 8.12. A suit to recover a money judgment for unpaid Common Charges or other assessments shall be maintainable against the defaulting Unit Owner, without foreclosing or waiving the lien securing the same. In the event the net proceeds received at a foreclosure sale (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred in connection therewith) are insufficient to satisfy the defaulting Unit Owner's obligations, such Unit Owner shall remain liable for the deficit.

8.15 Statement of Common Charges. The Board shall promptly provide any Unit Owner who shall request the same in writing with a written statement of all unpaid Common Charges and other assessments due with respect to its Unit, which shall be in a form suitable for recording. The Board may, by an instrument recorded in the Registry, authorize one or more Managers or the Treasurer or Assistant Treasurer to sign such written statement. The recording of such statement with the Registry shall operate to discharge the Unit from any lien for sums not referenced therein that are later claimed or determined to have been unpaid as of the date of such statement.

8.16 Common Profits. Except as set forth below, the excess of all rents, profits and revenues derived from the rental or use of any space or facility forming a part of or

included in any General Common Elements (after deduction of any non-capital expenses paid or incurred in connection therewith), shall be collected by the Board as agent for and on behalf of the Unit Owners and applied by the Board from time to time to offset those Common Expenses that are payable by all Unit Owners in accordance with their Percentage Interests. Notwithstanding any provision contained in these Bylaws or elsewhere in the Condominium Documents to the contrary, in no event shall any rent, profit or revenue derived from the rental or use of any space in a Building be deemed to be derived from the rental or use of any floor slabs, ceilings or walls delineating or enclosing such space or the incidental use of any portion of any General Common Elements appurtenant to such space.

Article IX

Maintenance, Repairs And Improvements To Condominium

9.1 Maintenance, Repairs and Improvements to Units. Except as otherwise specifically provided herein and subject to the provisions of Section 8 of the Master Deed, all maintenance, repairs, replacements and improvements to the Units, whether structural or nonstructural, ordinary or extraordinary (other than maintenance, repairs and replacements to any Common Elements located therein), shall be undertaken by the owners of such Units, at each such owner's sole cost and expense. Each Unit shall be maintained in a first-class condition, and each Unit Owner shall promptly make or perform, or cause to be made or performed, all maintenance work, repairs and replacements in connection therewith, at its sole cost and expense. The owners and tenants of the Units shall not make any changes, replacements or improvements to or affecting the structural, mechanical, electrical or plumbing elements of the Building without the prior written consent of the Board. Each Unit Owner shall ensure, at its sole cost and expense, that all portions of its Unit that are exposed to public view shall be kept in a good, clean and neat appearance and in conformity with the dignity and character of the Premises and in conformance with the provisions of the Master Deed, these Bylaws and the Rules and Regulations.

Each Unit Owner shall be responsible for all damage to any portion of the Condominium (including, without limitation, other Units) caused by such owner's failure to maintain its Unit in the manner required by the terms and provisions of these Bylaws or elsewhere in the Condominium Documents. In the event that any Unit Owner fails or neglects in any way to perform such maintenance, repairs and replacements, the Board may, but shall not be obligated to, perform or cause to be performed any such maintenance, repair or replacement work, provided that (i) the Board delivers to the Unit Owner written notice that such work is necessary, and (ii) the Unit Owner fails to cure its default within ten (10) days after receiving such notice, or in the case of a default not reasonably susceptible to cure within such period, fails to commence (and thereafter to proceed with due diligence) the curing of such default within such ten (10) day period. All sums expended and all costs and expenses incurred by the Board in connection with the foregoing work, together with interest thereon at the rate of one and one-half percent (1.5%) per month from the date on which the Board first incurs any such cost or expense (but in no event in excess of the maximum rate permitted by law) shall be payable by

such Unit Owner to the Board, and the same shall constitute a Common Charge hereunder.

9.2 Maintenance and Repair of General Common Elements. All maintenance, repairs and replacements to the General Common Elements, whether structural or non-structural, ordinary or extraordinary, not maintained by the Primary Board, shall be performed by the Board and the costs and expenses thereof shall constitute a Common Expense to be allocated and assessed among the Unit Owners in the manner described in Section 8.5 herein, except and to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner (or its tenants, occupants or invitees), in which event such costs and expenses shall be assessed directly to such Unit Owner and the same shall constitute a Common Charge hereunder. Payment vouchers for all such work shall be approved by the Board or by an officer or by the Condominium Managing Agent to whom such authority is delegated by the Board.

9.3 Maintenance and Repair of Certain Limited Common Elements. Except as provided in Section 6.B of the Master Deed, all maintenance, repairs and replacements to Limited Common Elements, whether structural or non-structural, ordinary or extraordinary, shall be performed by the Board and the costs and expenses thereof shall constitute a Common Expense to be allocated and assessed among the Unit Owners in the manner described in Section 8.5 herein, except and to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner (or its tenants, occupants or invitees), in which event such costs and expenses shall be assessed directly to such Unit Owner and the same shall constitute a Common Charge hereunder. Payment vouchers for all such work shall be approved by the Board or by an officer or by the Condominium Management Agent to whom such authority is delegated by the Board.

9.4 Improvements to the General Common Elements.

(a) If and whenever the Board shall propose to make any improvement to the Common Elements of the Condominium, or shall be requested in writing by Unit Owners holding seventy-five percent (75%) of more of the total Percentage Interests in the Common Elements to make any such improvement, the Board shall submit to all Unit Owners (i) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Board to proceed to make the same; and (ii) a copy of the provisions of Section 18 of Chapter 183A. Upon (i) receipt by the Board of such agreement signed by Unit Owners holding seventy-five percent (75%) or more of the total Percentage Interests in the Common Elements or (ii) the expiration of ninety (90) days after such agreement was first submitted to the Unit Owners, whichever of said (i) or (ii) shall first occur, the Board shall notify all Unit Owners of the aggregate Percentage Interest in the Common Elements represented by Unit Owners who have then signed such agreement. If such percentage exceeds seventy-five percent (75%) and if permitted by the Primary Condominium Documents, the Board shall proceed to make the improvement or improvements specified in such agreement and, in accordance with said Section 18 of Chapter 183A, shall charge the cost of the improvement or improvements to all the Unit

Owners. The agreement so circulated may also provide for separate agreement by the Unit Owners that if Unit Owners holding more than fifty percent (50%), but less than seventy-five percent (75%), of the total Percentage Interests in the Common Elements so consent, the Board shall proceed to make such improvement or improvements and shall charge the same to the Unit Owners so consenting.

(b) If Unit Owners holding seventy-five percent (75%) or more of the total Percentage Interests in the Common Elements agree to proceed to make such improvement or improvements and charge the cost thereof to all Unit Owners as a Common Expense, and if such improvement shall cost in excess of ten percent (10%) of the then value of the Condominium, any Unit Owner not so agreeing may apply to the Superior Court of Suffolk County, on such notice to the Board as the Court shall direct, for an order directing the purchase of his Unit by the Board at fair market value thereof as approved by the Court. The cost of any such purchase shall be a Common Expense.

9.5 Improvements to Limited Common Elements. Improvements to the Limited Common Elements may be made only if approved by a Majority Vote of the Board.

Article X **Insurance**

10.1 Insurance to be Maintained by the Board. The Board shall obtain and maintain the following insurance unless required by the terms of the Primary Bylaws to be carried by the Primary Board:

(a) To the extent that insurance carried by the Primary Board pursuant to Section 8.1 of the Primary Bylaws is not in force and applicable, insurance on the improvements of the Condominium, including the Common Elements and such portions of the Units as are for insurance purposes normally deemed to constitute part of such improvements, but excluding equipment, trade and other fixtures, furniture, carpeting, drapes, furnishings, and other personal property supplied or installed by the Unit Owners so far as any of the same are not, as a matter of law, part of the real estate comprising any such Unit, in an amount equal to the full replacement value thereof (including increased cost of construction and demolition) without deduction for depreciation, against all risks of direct physical loss or damage, including without limitation, the perils of fire, lighting, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, water damage, sprinkler leakage, vandalism, collapse, earthquake, and flood. Said replacement value shall be determined by the Board based upon an insurance company or other commercially reasonable appraisal and shall be accepted by the company issuing such casualty loss policy and evidenced by a replacement cost endorsement with any co-insurance provision waived.

(b) To the extent that insurance carried by the Primary Board pursuant to Section 8.1 of the Primary Bylaws is not in force and applicable, during any period when

any repair or reconstruction of any Building is taking place pursuant to Chapter IX of the Primary Bylaws and the insurance carried under clause (a) above would not be applicable, Builder's Risk Insurance on the improvements of the Condominium, with the inclusions and exclusions specified in clause (a) above, in completed value form against all risks of direct physical loss specified in clause (a) above in an amount not less than the amount required by clause (a) above.

(c) To the extent that insurance carried by the Primary Board pursuant to Section 8.1 of the Primary Bylaws is not in force and applicable, boiler and machinery insurance on the improvements of the Condominium and the "Objects" therein (as defined under such insurance) to the extent not covered by the insurance carried under clause (a) above, providing minimum coverage of Ten Million Dollars (\$10,000,000.00) per accident per location, with the inclusions and exclusions specified in clause (a) above.

(d) Workers' Compensation Insurance, Employers' Liability Insurance, and non-owned automobile liability insurance with respect to employees of the Condominium Association, if any.

(e) Blanket fidelity insurance coverage in an amount equal to at least twenty-five percent (25%) of the total annual Common Charges covering the Managers, officers, and employees and Condominium Managing Agent, if any, of the Condominium Association who handle or are responsible for its funds, which coverage shall include an appropriate endorsement to the policy to cover any persons who serve without compensation if the policy would not otherwise cover volunteers, up to a limit of Two Hundred Fifty Thousand Dollars (\$250,000.00) per loss.

(f) Commercial general liability insurance with a blanket contractual endorsement and combined single limit of One Million Dollars (\$1,000,000.00) per occurrence for personal and bodily injury, death and property damage, and an "umbrella liability" policy, so-called, with a limit of Twenty-Five Million Dollars (\$25,000,000.00) per occurrence, or such higher limits as the Board may from time to time determine to be reasonable and proper.

(g) Insurance against damage by such other hazards in such amounts as any Mortgagee may require (but excluding coverage required solely by reason of the use or occupancy of a particular Unit).

(h) Such other insurance and endorsements to any of the foregoing insurance as the Board may from time to time determine to be reasonable and proper.

(i) If FNMA or FHLMC holds any interest in one or more mortgages on Units of which the Board has received notice in accordance with the terms hereof, the Board shall obtain and maintain, to the extent reasonably obtainable, such other insurance as may be required from time to time by FNMA or by FHLMC, as the case may be. All such policies shall be in such amounts and contain such terms as may be required from time to time by FNMA or by FHLMC, as the case may be.

All policies of insurance shall be in such amounts as the Board shall determine consistent with the foregoing provisions. Such policies may provide for a deductible amount from the coverage thereof as the Board may from time to time determine to be reasonable and proper, and such deductible amount or any deductible amount in connection with insurance carried by the Condominium Association shall constitute a Common Expense to be allocated and assessed among the Unit Owners in proportion to their respective Percentage Interests in the General Common Elements. Each Unit Owner shall be liable for the special assessments described in this paragraph in addition to its respective share of the Common Expenses. Until such special assessments are paid by a Unit Owner, the same shall constitute a lien against such owner's Unit pursuant to the provisions of these Bylaws. Any disputes among Unit Owners or between the Board and any Unit Owners arising under this Section 10.1 shall be determined by arbitration.

All policies of property damage insurance shall name as insured the Board (as insurance trustee for the Condominium Association), the Unit Owners and Listed Mortgagees, as their interests may appear, with the standard mortgagee clause in favor of each Listed Mortgagee, pursuant to such standard condominium property endorsement form as may from time to time be customarily used in the Commonwealth of Massachusetts. Such policies shall also provide:

(1) The following endorsements (or equivalent): (i) "no control" (to the effect that coverage shall not be prejudiced by any act or neglect of any occupant or Unit Owner or their agents when such act or neglect is not within the control of the insured, or the Unit Owners collectively, or is not within the scope of authority of any such occupant or tenant of a Unit Owner or their agents; nor by any failure of the insured, or the Unit Owners collectively, to comply with any warranty or condition with regard to any portion of the Condominium over which the insured, or the Unit Owners collectively, have no control); (ii) "cost of demolition"; (iii) "contingent liability from operation of building laws or codes"; (iv) "increased cost of construction"; (v) "condominium replacement cost" for the restoration of the Condominium; and (vi) "agreed amount" or elimination of co-insurance clause;

(2) That any "other insurance" clause expressly exclude individual Unit Owners' policies from its operation so that the property insurance policy purchased by the Board shall be deemed primary coverage and any individual Unit Owners' policies shall be deemed excess coverage, and in no event shall the insurance coverage obtained and maintained by the Board hereunder provide for or be brought into contribution with insurance purchased by Unit Owners or their Mortgagees, unless otherwise required by law; and

(3) That the adjustment of loss shall be made by the Board and shall provide for waivers of the following rights:

(i) subrogation of claims against the Unit Owners, Primary Unit Owners or tenants, subtenants or occupants of the Units and Primary Units;

- (ii) any co-insurance provision;
- (iii) any right of set-off, counterclaim, apportionment, proration or contribution by reason of other insurance not carried by the Board;
- (iv) any invalidity, other adverse effect, or defense on account of any breach of warranty or condition caused by any Unit Owner (or any tenant or occupant of any Unit), or arising from any act, neglect, or omission of any insured or the respective agents, contractors and employees of any insured, or from any vacancy or unoccupancy of the Condominium;
- (v) any right of the insurer to repair, rebuild or replace and, in the event that any improvement in the Condominium is not repaired, rebuilt or replaced following total loss, any right to pay under the insurance an amount less than the lesser of the replacement value of the improvement in the Condominium or the actual cash value of the improvement in the Condominium;
- (vi) notice of the assignment of any Unit Owner of its interest in the insurance by virtue of a conveyance of any Unit; and
- (vii) any right to require any assignment of any mortgage to the insurer;

and that (notwithstanding the immediately following sentence) such policies may not be canceled or non-renewed or substantially modified by the insurer without at least thirty (30) days' prior written notice to the Board and all Listed First Mortgagees and then, only with the consent of all Listed First Mortgagees. Except as otherwise specifically provided herein, the Board, acting on behalf of the Condominium Association, and all Unit Owners and Listed Mortgagees, shall have the exclusive right to bind all such parties with respect to all matters affecting the insurance policies carried by the Board, including the surrender, cancellation, and modification thereof, and no insurer need inquire as to the identity or rights of any Unit Owner or Listed Mortgagee. Duplicate originals of all policies of property damage insurance carried by the Board and of all renewals thereof, or in lieu thereof, certificates of all such policies of insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered by the Board to all Listed Mortgagees, and binders or certificates of all such policies of insurance and of all renewals thereof shall be delivered by the Board to all Unit Owners in each case at least ten (10) days' prior to the expiration of the then-current policies, if so requested.

The commercial liability insurance maintained by the Board shall cover the Condominium Association, the Managers, officers and employees of the Condominium Association, the Condominium Managing Agent, if any, the Declarant and its affiliates, so long as the Declarant or any of its affiliates shall own any Unit, and each Unit Owner, against liability for all tort claims arising out of the Condominium (but excluding the

liability of a Unit Owner arising out of any occurrence within a Unit or as a result of the condition of the interior of such owner's Unit), and shall cover cross liability claims of each insured against another insured.

Notwithstanding any of the foregoing provisions of this Article X, none of the Board, the Unit Owners, the Condominium Managing Agent or the Declarant shall be liable for failure to obtain any coverages or specific waivers required by this Article X or for any loss or damage resulting from such failure (i) if such failure is due to the unavailability of such coverages from reputable insurance companies, (ii) if such coverages are so available only at demonstrably unreasonable costs, or (iii) if the Board's insurance professionals advise that the coverages required by Article X hereof are not necessary. If any insurance coverage required under these Bylaws is not available as aforesaid, the Board shall promptly notify all Unit Owners of the unavailability of such coverage by hand delivery or by mail, postage prepaid. Each Unit Owner is hereby notified that the Condominium Association will only carry the insurance required by Article X. The Board shall annually furnish to every Unit Owner a certification evidencing insurance coverage in accordance with this Article X, if so requested. Additionally, written notice of subsequent changes in or termination of such insurance coverages shall be provided to all Unit Owners in compliance with Chapter 183A.

10.2 Periodic Review of Coverages. The Board shall review the insurance carried by it at least once every three (3) years. In order to assist such review of insurance coverage and the review by the Primary Board of the insurance coverage of the Primary Condominium, each Unit Owner shall report to the Board in writing within fifteen (15) days after written request therefor by the Board, and both prior to commencement of construction and upon substantial completion of any additions, alterations or improvements costing in excess of Ten Thousand Dollars (\$10,000.00), the estimated full replacement value of all additions, alterations or improvements made to such Unit since the date of the Master Deed, without deduction for depreciation, which are as a matter of law part of the real estate comprising such Unit. Failure to give such notice of the value of any such additions, alterations or improvements shall constitute a waiver by such Unit Owner of any portion of any insurance recovery allocable to such additions, alterations or improvements arising from any casualty or other events occurring prior to the date when such notice is given, but such waiver shall not take effect to the extent that (a) such waiver would reduce the total amount of insurance proceeds payable with respect to such casualty; or (b) the failure of such Unit Owner to give such notice did not, in the opinion of the Board, whose decision shall be final, reduce the amount of insurance recovery receivable by other Unit Owners with respect to any casualty or other events occurring prior to the date when such notice was given. If any additions, alterations or improvements made by a Unit Owner cause the premium for insurance coverage to materially increase, the amount of the increased premium attributable to such additions, alterations or improvements shall be paid by such Unit Owner. The Board shall have the right to inspect the Units in connection with such review, but only after reasonable advance notice to the owners of such Units. In the event of doubt on the part of the Board or on the part of the Unit Owner as to whether or

not particular additions, alterations or improvements are part of the real estate, the estimated full replacement value of each such item shall be separately stated.

10.3 Insurance to be Maintained by Unit Owners. Each Unit Owner and Secondary Unit Owner shall be solely responsible for insuring those contents of such owner's Unit that are not as a matter of law part of the real estate comprising such Unit, for the full replacement value, including the appliances, fixtures, furniture, wallcoverings, floor coverings and furnishings, and personal liability insurance in an amount of not less than Five Hundred Thousand and No/100 Dollars (\$500,000.00). Any lease or occupancy agreement of a Unit shall obligate the tenant under such lease and occupancy agreement to comply with the provisions of this Article. Each Unit Owner, and any tenant, subtenant and occupant of a Unit shall have the right to carry other insurance for its own benefit provided all such policies contain standard waivers of subrogation providing that the insurance shall not be invalidated should the insured waive, prior to loss, any right of recovery against the Condominium Association and the Primary Condominium Association, the Board and the Primary Board, the officers of the Condominium Association and the Primary Condominium Association, and any and all other Unit Owners and Primary Unit Owners, and tenants, subtenants and occupants of the Units and Primary Units; and provided any such policies do not adversely affect or diminish any liability under any insurance policy obtained by the Board for the benefit of the Condominium Association pursuant to the provisions of this Article X or the Primary Board for the benefit of the Primary Condominium Association and the Condominium Association pursuant to the provisions of Chapter VIII of the Primary Bylaws. If any loss intended to be covered by insurance carried by the Board or the Primary Board shall occur and the proceeds payable thereunder shall be reduced by reason of insurance carried by any Unit Owner or any tenant, subtenant or occupant of a Unit, such Unit Owner or tenant, subtenant or occupant of a Unit, shall without limiting or prejudicing any other remedies of the Board assign the proceeds of such insurance carried by it, to the extent of such reduction, to the Board or Primary Board, as applicable, for application to the same purposes as the reduced proceeds are to be applied.

10.4 Waiver of Subrogation. The Condominium Association and each Unit Owner (and each tenant, subtenant and occupant of a Unit), waive all rights of recovery against the Primary Condominium Association, each Primary Unit Owner (and each tenant, subtenant and occupant of a Primary Unit) for loss or injury against which the waiving party is protected by insurance that names the other party as one of the insured or contains provisions that deny the insurer the acquisition of rights by subrogation or waivers of subrogation of claims against the other party, reserving, however, any rights with respect to any excess of loss or injury over the amount recovered under such insurance.

10.5 Insurance Proceeds. Subject to the provisions of Article IX of the Primary Bylaws, insurance proceeds received by the Board shall be held in trust in an identified and separated fund for the benefit of Unit Owners and Listed Mortgagees. If restoration of the Common Elements or any Unit involves structural repairs, or if restoration of the Common Elements involves non-structural repairs and the costs of restoration thereof are

estimated by the Primary Board to exceed the sum of Twenty-Five Thousand Dollars (\$25,000.00), then the Board shall give written notice of such loss to all Listed Mortgagees. In addition, if restoration of any Unit involves non-structural repairs and the cost of restoration of such Unit is estimated by the Board to exceed Twenty-Five Thousand Dollars (\$25,000.00), then the Board shall give written notice of such loss to the Listed Mortgagees(s) holding the mortgage on such Unit.

Article XI
The Primary Condominium

11.1 Subject to Primary Condominium Documents. The Master Deed, these Bylaws, the Rules and Regulations and any other documents governing or regulating the Condominium are subject to the provisions of the Primary Master Deed, the Primary Bylaws, and the Primary Rules and Regulations, as they may be amended from time to time under the provisions of the Primary Master Deed and the Primary Bylaws. In the event the Primary Condominium Documents are amended hereafter, the Condominium Documents shall be deemed to be amended consistent with any such amendment of the Primary Condominium Documents. The provisions of the Condominium Documents or any other document governing or regulating the Condominium shall be null and void and of no force and effect to the extent that they are inconsistent with the Primary Condominium Documents.

As provided in Section 12.1 of the Primary Bylaws, the Condominium Documents and any amendments thereto shall not be effective unless approved by the Primary Board; provided, however, that such approval may only be withheld if the document in question is inconsistent with any provision of the Primary Condominium Documents and shall not be unreasonably delayed. Upon the request of the Board, the Primary Board shall issue a certificate in recordable form approving the proposed amendment to a Condominium Document provided that said amendment is consistent with the Primary Condominium Documents. The execution of any amendment to a Condominium Document by the Primary Board shall be deemed approval of said amendment.

11.2 Authorization of the Board. For all purposes of the Primary Bylaws, and as required by Section 12.2 of the Primary Bylaws, the Board is hereby authorized and appointed on behalf of the Condominium Association to vote or take any other action to be taken under the Primary Bylaws by or on behalf of the Condominium Association as the Primary Unit Owner of Primary Unit 6. Any vote or action taken or authorized by the Board shall bind the Condominium Association as fully as if such vote had been made or action had been taken by the Unit Owners.

11.3 Managers of the Primary Board. As required by Section 12.3 of the Primary Bylaws, in exercising Primary Unit 6's power of appointment of a manager to the Primary Board under Chapter III of the Primary Bylaws, the Board (on behalf of the Unit Owners pursuant to Section 11.2 hereof) shall appoint the President of the Condominium Association as manager on the Primary Board. (The Vice President shall be authorized to serve as alternate manager in the event the President is unable to attend

meetings.) Upon the resignation or removal, pursuant to Article III of the Primary Bylaws, of the President as manager representing the Condominium Association on the Primary Board, said manager shall also be deemed to have resigned or been removed as President of the Condominium Association, and upon the resignation or removal of the President of the Condominium Association, said President shall also be deemed to have resigned or been removed as manager representing the Condominium Association on the Primary Board; in any such case, the Board shall thereafter elect a new President of the Condominium Association, and appoint him or her as manager on the Primary Board pursuant to the provisions hereof.

11.4 Voting and Other Action by Unit Owner. As provided in Section 12.4 of the Primary Bylaws, the Board may vote and act for the Condominium as one of the Primary Units (and the Condominium Association that is the owner of such Primary Unit), and notwithstanding the objections of any Unit Owner, such vote or action shall be given full force and effect (subject, however, to the provisions of Section 12 of the Master Deed, this Section 11.4 and Section 11.1 and Article XIII hereof). For this purpose, any regular or special meeting of the Board may be held jointly with a meeting of the Primary Condominium Association. The failure of a quorum of the Board to be present at any meeting shall not prevent the Primary Condominium Association from transacting any business properly before them if a quorum of Primary Unit Owners is present.

11.5 Lien and Personal Obligation of Units Under the Primary Condominium. As required by Section 12.5 of the Primary Bylaws, each Unit Owner, by its acceptance of a deed therefor, whether or not it is so expressed in such deed, shall be deemed to covenant and agree with the Primary Condominium Association and each other Primary Unit Owner as a personal obligation, to pay the Unit's allocable share (based on its Percentage Interest) of all Common Charges and all other assessments assessed by the Primary Board against the Condominium Association while such Unit Owner is the owner of such Unit, with interest thereon and costs of collection thereof, to the extent that Common Charges and other assessments have been assessed against such Unit by the Board, or are deemed to have been assessed against such Unit. There shall be deemed to have been assessed against each Unit a portion of the Common Charges assessed against Primary Unit 6 by the Primary Board equal to the product of (i) said Common Charges and other assessments, and (ii) the percentage of interest of such Unit in the Common Elements, to the extent that all said Common Charges and other assessments have not been previously assessed against Units by the Board. No Unit Owner shall be personally liable for Common Charges and other assessments assessed before the date of such owner's acquisition of its Unit or after the date of its disposition of such Unit, although such Unit shall be subject to a continuing lien in favor of the Primary Unit Owners enforceable by the Primary Condominium Association on behalf of said Primary Unit Owners for such portion of all such Common Charges and other assessments (including interest thereon and the costs of collection thereof) until full payment therefor, which shall bind such Unit in the hands of the then owner, and its heirs, devisees, personal representatives, successors in title and assigns. A Unit Owner shall continue to be personally liable after its disposition of its Unit for payment of Common Charges and other assessments assessed during such Unit Owner's period of ownership.

11.6 Subordination of the Lien on Units to Mortgages. As provided in Section 12.6 of the Primary Bylaws, the lien of the assessments provided for in Section 11.5 hereof shall, as applicable, be subordinate to the Master Deed and to any first mortgage on any Unit subject to assessment; provided, however, that said subordination to any first mortgagee on a Unit shall apply only to assessments that have become due and payable prior to sale or transfer of such Unit pursuant to a foreclosure, or any other proceeding in lieu of foreclosure and only to the extent permitted under Chapter 183A. Such sale or transfer shall not relieve such Unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments, nor shall it relieve the Unit Owner from personal liability for payment of any assessment that became due and payable with respect to such Unit during such owner's period of ownership.

11.7 Foreclosure of Liens on Units for Unpaid Common Charges. As provided in Section 12.7 of the Primary Bylaws, in any action brought by or on behalf of the Primary Board to foreclose a lien on a Unit because of unpaid assessments of Common Charges or other assessments assessed by the Primary Board, the Primary Board, acting on behalf of all Primary Unit Owners, shall have the power to purchase such Unit at a foreclosure sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same, including the power to vote the votes appurtenant thereto. A suit to recover a money judgment for unpaid assessments of Common Charges or other assessments shall be maintainable against the defaulting Unit Owner with respect to its proportionate share of the Condominium Association's Common Charges as measured by its Percentage Interest in the Common Elements of the Condominium, without foreclosing or waiving the lien securing the same.

11.8 Statement of Common Charges for Units. As provided in Section 12.8 of the Primary Bylaws, in exercising the rights granted to the Primary Board in the Primary Bylaws to proceed against a Unit Owner with respect to unpaid assessments of Common Charges or other assessments assessed by the Primary Board against the Condominium Association, the Primary Board shall rely on written statements signed by any two (2) persons appearing of record to be Managers of the Board as to all unpaid assessment of Common Charges or other assessments due from a particular Unit Owner or deemed to be due from such Unit Owner pursuant to Section 12.8 of the Primary Bylaws and Section 8.15 hereof. The Board, upon request of the Primary Board, shall issue such a statement or statements for the benefit of the Primary Board setting forth all unpaid Common Charges and other assessments due or deemed to be due from each Unit Owner. The recording of such statement with the Registry shall operate to discharge the Unit from any lien hereunder for any sums which are not indicated as being unpaid as of the date of such statement. If such statement indicates that unpaid Common Charges or other assessments are due from a Unit Owner, the Primary Board may proceed against such Unit Owner as provided in the Primary Bylaws and this Article XI. If such statement indicates that no unpaid Common Charges or other assessments are due from a Unit Owner, the Primary Board shall have no right to proceed against such Unit Owner as to unpaid assessments of Common Charges or other assessments assessed by the Primary Board against the Condominium Association.

11.9 Payment of Common Charges Assessed by Primary Board and Lien on Funds of Condominium Association. As required by Section 12.9 of the Primary Bylaws, the Board shall pay to the Primary Board all Common Charges and other assessments due and payable from the Condominium Association to the Primary Board from time to time (together with interest thereon and the costs of collection thereof). Such amounts shall be paid from the common charges and other assessments collected by the Board before expending any such funds for other purposes of the Condominium. In addition to the lien provided for in Section 12.9 of the Primary Bylaws on the Condominium Association, and the provided for in Section 12.5 of the Primary Bylaws and Section 11.5 hereof on each Unit, all funds of the Condominium Association shall be subject to a continuing lien in favor of the Primary Unit Owners enforceable by the Primary Board and the Primary Condominium Association on behalf of said Primary Unit Owners for all Common Charges and other assessments assessed by the Primary Board with respect to the Secondary Condominium (including interest thereon and the costs of collection thereof) until full payment therefor. In furtherance thereof, if required by the Primary Board, the Board shall (a) pledge all or specified funds and accounts of the Condominium Association to the Primary Board on behalf of the Primary Condominium Association in such a manner as the Primary Board may direct, and (b) execute UCC financing statements granting a security interest therein to the Primary Board on behalf of the Primary Condominium Association for such purpose and file said financing statements with the Secretary of the Commonwealth of Massachusetts (and shall file such further statements therewith as may be necessary to continue the security interest in full force and effect as may reasonably be required by the Primary Board). The Primary Board may maintain a suit against the Condominium Association to recover a money judgment for unpaid assessments of Common Charges to other assessments assessed by the Primary Board without foreclosing or waiving the lien securing the same. The issuance by the Primary Board of a statement pursuant to Section 12.8 of the Primary Bylaws setting forth all unpaid assessments of said Common Charges and other assessments shall operate to discharge the lien on the funds of the Condominium Association for sums which are not indicated unpaid as of the date of such statement.

11.10 Repair or Restoration After Fire or Other Casualty.

(a) In the event of any damage to or destruction of the Premises as a result of fire or other casualty which does not affect any other Primary Unit and does not affect the Primary Common Elements, the Board shall determine in its reasonable discretion whether or not such loss exceeds ten percent (10%) of the value of the Premises immediately prior to the casualty, and shall notify all Unit Owners, Listed Mortgagees and the Primary Board of such determination.

In the event the Board determines that such loss does exceed ten percent (10%) of the value of the Premises immediately prior to the casualty, the Board shall forthwith submit to all Unit Owners, with a copy to all Listed First Mortgagees, (i) a form of agreement (which may be in several counterparts) by and among all Unit Owners

authorizing the Board to proceed with the necessary repair, restoration or rebuilding; and (ii) a copy of the provision of Section 17 of Chapter 183A, and:

(i) If Unit Owners holding at least seventy-five percent (75%) of the total Percentage Interests do not agree within one hundred twenty (120) days after the date of the casualty to proceed with the repair or restoration, the Condominium, including all Units, shall be subject to partition at the suit of any Unit Owner. Said suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of the partition sale together with any common funds shall be divided among the Unit Owners, in proportion to their respective Percentage Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of its share of such funds, such amounts as may be necessary to discharge or reduce amounts owed for Common Charges or to any Listed Mortgagee holding a mortgage on such Unit. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A.

(ii) If Unit Owners holding at least seventy-five percent (75%) of the total Percentage Interests agree to proceed with the necessary repair or restoration within one hundred twenty (120) days of the date of the casualty, the Board shall promptly adjust the loss, arrange for the prompt repair or restoration of the same, and disburse the proceeds of all insurance policies in payment of all costs and expenses actually incurred in connection with such repair or restoration in appropriate progress payments and with appropriate retainage. All insurance proceeds paid to the Board on account of any such casualty shall be dedicated solely to the repair or restoration of the loss, and any application of said proceeds by the Board on account thereof shall be prior to the application of such proceeds for any other purpose. In the event that the total cost of repair or restoration as estimated on the basis of an independent appraisal, or as determined during the course of repair or restoration exceeds the total sum of available insurance proceeds, then the Board shall assess, levy or charge all Unit Owners for so much of the amount estimated to repair or restore the loss as exceeds the insurance proceeds available therefor, provided, however, that if such excess cost exceeds ten percent (10%) of the value of the Condominium immediately prior to such casualty, any Unit Owner who did not so agree may apply to the Superior Court of Suffolk County on such notice to the Board as the Court may direct, for an order directing the purchase of his Unit by the Board at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a Common Expense.

In the event the Board determines that such loss does not exceed ten percent (10%) of the value of the Premises immediately prior to the casualty, the Board shall promptly adjust the loss, arrange for the prompt repair or restoration of the same, and disburse the proceeds of all insurance policies in payment of all costs and expenses actually incurred in connection with such repair or restoration in appropriate progress payments and with appropriate retainage. All insurance proceeds paid to the Board on account of any such casualty shall be dedicated solely to the repair or restoration of the loss, and any application of said proceeds by the Board on account thereof shall be prior to the application of such proceeds for any other purpose. In the event that the total cost of repair or restoration as estimated on the basis of an independent appraisal, or as

determined during the course of repair or restoration exceeds the total sum of available insurance proceeds, then the Board shall assess, levy or charge all Unit Owners for so much of the amount estimated to repair or restore the loss as exceeds the insurance proceeds available therefor.

(b) In the case of damage as a result of fire or other casualty to the Primary Common Elements or any Primary Unit on which casualty insurance is carried by the Primary Condominium Association in accordance with Section 8.1(b) of the Primary Bylaws, the provisions of Chapter IX of the Primary Bylaws shall govern. In such cases, the Board shall call a Special Meeting of the Condominium Association for the purpose of instructing the Manager representing the Condominium Association on the Primary Board on how to vote on the issue of whether to repair or restore the Primary Common Elements under the provisions of Chapter IX of the Primary Bylaws, and:

(i) If Unit Owners holding seventy-five percent (75%) or more of the total Percentage Interests in the Common Elements vote in favor of repair or restoration, the Manager representing the Condominium Association on the Primary Board shall vote in favor of the repair or restoration; or

(ii) If Unit Owners holding less than seventy-five percent (75%) of the total Percentage Interests in the Common Elements vote in favor of repair or restoration, the Manager representing the Condominium Association on the Primary Board shall vote against the repair or restoration.

11.11 Notices Under Primary Bylaws. All notices to be given under the Primary Bylaws to Primary Unit Owners shall, in the case of the Condominium Association, be given to the Board at such address in the City of Boston as shall be established by the Board by written notice to the Primary Board pursuant to Sections 12.11 of the Primary Bylaws.

Article XII

No Severance of Ownership; Acquisition of Units by Board

12.1 No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to its Unit without including therein the "Appurtenant Interests" (as defined below), it being the intention hereof to prevent any severance of such combined ownership. As used herein and elsewhere in the Condominium Documents, the term "Appurtenant Interest" shall mean the (i) undivided Percentage Interest in the Common Elements appurtenant to each Unit; (ii) Percentage Interest of a Unit Owner in any Unit theretofore acquired by the Board, or its designee, on behalf of all Unit Owners; (iii) interests of a Unit Owner in any other assets of the Condominium; (iv) membership of the Unit Owner in the Condominium Association; and (v) rights of such Unit Owner to exclusive use and enjoyment of certain Limited Common Elements, if any, as provided in the Master Deed. Any such deed, mortgage or other instrument purporting to affect the Unit or one or more of the Appurtenant Interests, without including the Unit and all such Appurtenant Interest, shall be deemed and taken

to include the Appurtenant Interest(s) 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 Appurtenant Interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interest of all Units.

12.2 Acquisition of and Financing of Purchase of Units by Board; Purchase of Units by Primary Board. Acquisition of Units by the Board may be made from the working capital of the Condominium Association, or if such funds are insufficient and all Unit Owners consent thereto, the Board may make a special assessment of Common Expenses against each Unit Owner in proportion to each such Unit Owner's Percentage Interest in the Common Elements, which assessment shall be enforceable as provided in Section 8.6 herein, or the Board in its discretion may borrow money to finance the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the applicable Unit. All costs of obtaining financing for the acquisition of a Unit and for the repayment of monies borrowed for such purpose, including principal and interest, shall be Common Expenses of the Condominium and shall be payable by Unit Owners as Common Charges. The Board shall have the power to hold, lease, mortgage, convey or otherwise deal with any Unit acquired by it under the terms of these Bylaws. In the case of any Unit acquired by the Primary Board pursuant to Section 12.7 of the Primary Bylaws, the Primary Board shall be entitled to exercise the voting rights appurtenant to such Unit for so long as such Unit is owned by the Primary Board. In the case of an acquisition of a Unit by the Board, no voting rights shall be deemed appurtenant to such Unit for so long as such Unit is owned by the Board, and for purposes of determining voting percentages under the Master Deed or these Bylaws, such Unit shall not be taken into account.

12.3 Waiver of Right of Partition with Respect to Such Units as Are Acquired by the Board. In the event that a Unit shall be acquired by the Board, all Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

12.4 Payment of Assessments. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate or sell its Unit unless and until such Unit Owner shall have paid in full to the Board all unpaid Common Charges theretofore assessed by the Board against such Unit and until said Unit Owner shall have satisfied all unpaid liens against such Unit, except the lien of a mortgage.

Article XIII
Condemnation

13.1 Repair and Restoration After Condemnation. In the event of a taking by eminent domain, the Primary Board shall represent each of the Condominium Association and all other Primary Unit Owners in an action to recover all awards with respect to the Condominium, all other Primary Units and the Primary Common Elements, as provided in Chapter IX of the Primary Bylaws, except as otherwise provided therein and in this Article XIII. If the total cost of repair or restoration of the Primary Common Elements and the remaining Primary Units estimated on the basis of an independent appraisal, or as determined during the course of repair or restoration, exceeds the total sum of the awards, then the assessment leveled on the Condominium Association by the Primary Board pursuant to Section 9.2 of the Primary Bylaws shall be assessed by the Board to all remaining Unit Owners, as a Common Expense.

As provided in Section 9.1 of the Primary Bylaws, in cases in which the Primary Board is representing all Primary Unit Owners as provided herein, repair or restoration shall be undertaken unless all Primary Unit Owners and all Listed First Mortgagees of the Primary Units agree that repair or restoration shall not be undertaken. In such case in which the Primary Board is representing all Primary Unit Owners, the Board shall call a Special Meeting of the Condominium Association for the purpose of instructing the Manager representing the Condominium Association on the Primary Board on how to vote on the issue of whether to repair or restore under the provisions of Chapter IX of the Primary Bylaws, and:

(a) If Unit Owners holding Percentage Interests equal to more than fifty percent (50%) of the Percentage Interests held by Unit Owners present in person or by proxy and voting at any duly called meeting of Unit Owners and which a quorum is present vote in favor of repair and restoration, the Manager representing the Condominium Association on the Primary Board shall vote in favor of repair or restoration; or

(b) If Unit Owners holding Percentage Interests equal to fifty percent (50%) or less of the Percentage Interests held by Unit Owners present in person or by proxy and voting at any duly called meeting of Unit Owners and which a quorum is present vote in favor of repair and restoration, the Manager representing the Condominium Association on the Primary Board shall vote against repair or restoration.

If there shall be a repair or restoration pursuant to the foregoing and the amount of the awards exceeds the cost of such repair or restoration, and if such excess is divided among all Primary Unit Owners by the Primary Board pursuant to Section 9.2 of the Primary Bylaws, then the Condominium Association's portion of such excess shall be added to the Condominium Association's reserve fund or, at the option of the Board, divided among all Unit Owners (and their Mortgagees as their interests may appear) in proportion to their respective interests in the Common Elements.

13.2 Readjustments Following Condemnation. Notwithstanding the provisions of Section 13.1 hereof, if the loss to particular Units shall not be in the same relative proportions as the Percentage Interests of the Unit Owners thereof in the Common Elements, the Board shall distribute any such excess funds, and charge any excess expenses, in such proportions as are just and equitable, and such readjustments shall thereafter be made in such interests of the Unit Owners or in the allocation of Common Expenses or both as are just and equitable. Following any taking which reduces the number of Units in the Condominium, the Condominium and the Condominium Association shall continue subject to and with the benefit of all the provisions of the Condominium Documents so far as the same are applicable to the remaining Units, and the interests of the Unit Owners shall be apportioned in the same relative proportion with respect to the remaining Units as existed among the remaining Units prior to the taking, except as readjusted under the preceding provisions. Any disputes among Unit Owners or between a Unit Owner and the Board under this Article XIII shall be submitted to arbitration.

13.3 Special Partial Takings and Temporary Takings. A Special Partial Taking shall occur when all or part of the Condominium, as a Primary Unit, is taken subject to all of the provisions of the Primary Condominium Documents without involving any taking of the Common Elements, except to the extent of the proportionate interest therein of the Condominium, so that the taking authority becomes a successor in title to the owner or owners of the Condominium with the same effect as if such Condominium, or portion thereof, were purchased by the taking authority. As provided in Section 9.5 of the Primary Bylaws, and notwithstanding the provisions of Section 13.1 hereof, in the event of a Special Partial Taking or a temporary taking of the Condominium, the Board shall have exclusive rights to prosecute the proceedings for the respective taking awards and to retain the proceeds thereof for the benefit of the Condominium Association.

In such cases, the taking shall be treated as a "casualty loss," and regardless of the value of the Premises taken, the provisions of Section 9.4 and 9.5 of these Bylaws shall apply. If the Unit Owners vote to proceed with the restoration of the Premises, the Board shall arrange for the prompt restoration of the same and disburse the proceeds of the taking awards in payment of all costs and expenses actually incurred in connection with such restoration in appropriate progress payments and with appropriate retainage. All taking proceeds paid to the Board as trustees on account of the Special Partial taking, net of expenses, shall be dedicated solely to the repair of the loss, and any application of said proceeds by the Board on account thereof shall be prior to the application of such proceeds to any other purposes.

In the event that the total cost of restoration as estimated on the basis of an independent appraisal, or as determined during the course of the restoration, exceeds the total sum of available awards received by the Board for said restoration, then the Board shall assess all Unit Owners, as a Common Expense, the amount of the difference between the cost of such restoration and the amount of such available awards.

Whenever the estimated cost of restoration exceeds as to any Special Partial Taking, on the basis of an independent appraisal, the sum of One Hundred Thousand Dollars (\$100,000.00) with respect to the Common Elements and Twenty-Five Thousand Dollars (\$25,000.00) with respect to any one Unit (exclusive of damage to personal property of the Unit Owner), then the Board shall retain a registered architect or registered engineer, who shall not be, directly or indirectly, a Unit Owner or an employee or agent of any Unit Owner or a member or an employee or agent of any member of the Board or the manager, or any employee or agent of the Condominium Managing Agent, to supervise the work of restoration, and no sums shall be paid by the Board on account of such restoration except upon certification to it by such architect or engineer that the work for which payment is being made has been completed in good and workmanlike manner in accordance with approved plans and specifications and that the estimated total cost of the completion of such restoration, less amounts theretofore advanced, does not exceed the undisbursed proceeds of such awards as augmented by funds obtained by any assessment or assessments levied or chargeable to the Unit Owners as a Common Expense.

The Board may perform emergency work essential to the preservation and safety of the Premises or the safety of persons, or required to avoid the suspension of any essential service to the Premises without having first engaged an architect or engineer, prosecuted the proceedings for the taking awards or obtained the awards.

If there shall have been a restoration pursuant to the foregoing and the amount of the awards shall have exceeded the cost of such restoration, then any such excess shall be added to the Condominium's reserve fund or, at the option of the Board, divided among all Unit Owners, in proportion to their respective interests in the Common Elements, or among their mortgagees, as their interests may appear.

Where one or more Units have been substantially altered or rendered uninhabitable as a result of a Special Partial Taking of less than the entire Condominium, and the Unit Owners vote to restore and continue the Condominium, the Board shall have the authority to acquire the remaining portion of such Units for such price as the Board shall determine, provided that any Unit Owner of such remaining portion who does not agree with such determination may apply to the Superior Court of Suffolk County on such notice to the Board as the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court. Where as a result of a Special Partial Taking of less than the entire Condominium any Unit is decreased in size or where the number of Units is decreased by a Special Partial Taking of less than the entire Condominium, then the Board may make such provision for the realignment of the percentage interest in the Common Elements as shall be just and equitable.

In the event of a Special Partial Taking or temporary taking under the powers of eminent domain, the Unit Owners shall be represented by the Condominium Association acting through the Board, and each Unit Owner hereby appoints the Condominium Association as its attorney-in-fact for such purpose. In the event of such taking, the

award may be allocated to the respective Unit Owners according to their undivided interest in the Common Elements, except as to such portion or portions of the award which are attributable to direct or consequential damages suffered by particular Units as determined by the awarding authority, which shall be payable to the Unit Owners of such Units or their mortgagees, as their interests may appear. In the event of a Special Partial Taking of all Units and the Common Elements, the entire award shall be payable to the Board to be distributed to the Unit Owners in accordance with their respective Percentage Interests in the Common Elements, or their mortgagees, as their interest may appear.

13.4 Partition. If all of the Primary Condominium is partitioned pursuant to the Primary Bylaws, the proceeds of all condemnation awards and of the partition sale distributed to the Condominium Association pursuant to said provision shall be distributed to the Unit Owners in proportion to their respective undivided interests in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of its share of such funds such amounts as may be necessary to discharge or reduce amounts owed for Common Charges or to any Listed Mortgagee holding a mortgage on such Unit.

13.5 Awards for Units Owners' Property and Relocation Allowances. Where all or part of the Premises is taken by eminent domain, each Unit Owner shall have the exclusive right to claim the entire award made with respect to its individual property.

13.6 Notice to Unit Owners and Listed Mortgagees. The Board, promptly upon having knowledge of any taking by eminent domain of the Property, the Condominium, the Units, the Common Elements, or any portion thereof, or any threat thereof, shall notify all Unit Owners and Listed Mortgagees.

Article XIV

Rules and Regulations; Abatement of Violations

14.1 Rules and Regulations. In order to provide for the congenial occupancy of the Condominium and for the protection for the values of the Units and to reasonably regulate activities within those portions of the Common Elements accessible to the public (including provision for the periodic exclusion of members of the public from such portions of the Common Elements to prevent the establishment of any prescriptive rights therein), the use of the Units and of the Common Elements shall be in accordance with the Rules and Regulation. The Rules and Regulations are a portion of the Bylaws of the Condominium for all purposes, and may only be amended in the manner in which Bylaws may be amended as provided in Article XVIII herein. The Board shall have the power to levy fines against the Unit Owners for violations of the Rules and Regulations and the other Condominium Documents by a Unit Owner (or any occupant or invitee of such Unit Owner) and such fines shall constitute Common Charges, as such term is defined herein.

14.2 Abatement and Enjoyment of Violations by Unit Owners. The violation of any of the Condominium Documents shall give the Board the right, in addition to any other rights set forth in these Bylaws or elsewhere in the Condominium Documents, to enjoin, abate or remedy by appropriate legal proceedings, the continuance of any such breach. All expenses incurred by the Board in connection with any such violation by a Unit Owner shall constitute a Common Charge payable by such Unit Owner.

Article XV
Records

15.1 Records and Audits. The Board shall keep detailed records of the actions of the Board, and minutes of the meetings of the Board and the Condominium Association. The Board shall keep and maintain, or cause to be kept and maintained, the financial records and books of account of the Condominium Association including a chronological listing of receipts and expenditures as well as a separate account for each Unit, which, among other things, shall contain the amount of each assessment of Common Charges against each Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. An annual statement of the Condominium Association, certified by an independent certified public accountant, shall be rendered or caused to be rendered by the Board to all Unit Owners within ninety (90) days after the end of each Fiscal Year. Copies of the Master Deed, these Bylaws and Rules and Regulations, site plan and floor plans of the Premises and the Units, as the same may be amended from time to time, shall be maintained at the office of the Board and shall be available for inspection by Unit Owners, their authorized agents and Listed Mortgagees during reasonable business hours. The Board shall in all events maintain and provide to Unit Owners or cause the Condominium Managing Agent to maintain and provide such records and reports as are required to be maintained and provided pursuant to Section 10 of Chapter 183A.

15.2 Examination of Books. Each Unit Owner and Listed Mortgagee of a Unit shall be permitted to examine the books of account of the Condominium during reasonable business hours.

Article XVI
Protection of Mortgagees; Federal Home Loan Mortgage Corporation; Federal National Mortgage Association

16.1 Notice of Mortgage to Primary Board. A Unit Owner that mortgages its Unit shall notify the Board of the name and address of its Mortgagee and shall file a true, correct and complete copy of the mortgage with the Board. The Board shall cause such information to be maintained in a book entitled "Mortgagees of Units."

16.2 Notice of Unpaid Common Charges. The Board, whenever so requested in writing by a Listed Mortgagee, shall promptly report or cause to be reported any then

unpaid assessments of Common Charges or other assessments due from, or any other default by, the owner of the mortgaged Unit.

16.3 Notice of Default, Casualty or Condemnation. When a Unit Owner is given notice of default in paying any assessments of Common Charges or other assessments, or other default, and such default is not cured within sixty (60) days, the Board shall send, or cause to be sent, a copy of such notice to the Listed Mortgagees of such Unit. Each Listed Mortgagee shall also be promptly notified of any condemnation loss or any casualty loss that affects either a material portion of the Condominium or any Unit on which there is a first mortgage held, insured or guaranteed by any Listed Mortgagee, of any casualty when required by Chapter IX of the Primary Bylaws, of all actions taken under Chapter IX of the Primary Bylaws and of any taking in condemnation or by eminent domain pursuant to Chapter 183A and actions of the Condominium Association with respect thereto.

16.4 Notice of Amendment of Condominium Documents. The Board shall give notice to all Listed Mortgagees at least seven (7) days prior to the date on which the Unit Owners, in accordance with the provisions of these Bylaws, amend the Condominium Documents.

16.5 Notice of Change in Condominium Managing Agent. The Board shall give notice to all Listed Mortgagees requesting such notice at least thirty (30) days prior to changing the Condominium Managing Agent.

16.6 Notice of Lapse of Insurance. The Board shall give notice to all Listed Mortgagees requesting such notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Association.

16.7 Notice of Other Actions. The Board shall give notice to all Listed Mortgagees requesting such notice of any proposed action that would require the consent of a specified percentage of Listed Mortgagees.

16.8 Notice of Sale/Ownership. The Board shall give notice to all Listed Mortgagees requesting such notice as to the percentage of Units that, to the best of the Board's knowledge, have been sold and conveyed to bona fide purchasers (who have closed or who are legally obligated to close) and the percentage of Units that are occupied by individual Unit Owners as their primary year-round residence.

16.9 Notice Required to be Given to Board. The Board shall give notice to all Listed Mortgagees of any matter of which notice is required to be given under the terms of the Primary Condominium Documents.

16.10 Listed Mortgagee. As used in these Bylaws, "Listed Mortgagee" shall mean a Mortgagee of which the Unit Owner affected or such Mortgagee has given the Board written notice, specifying the address to which notices are to be sent in all instances when written notice is required by the terms and provisions of the

Condominium Documents or by law to be sent to a Listed Mortgagee by the Board. Such mortgagee shall remain a Listed Mortgagee until the Board receives written notice from such Listed Mortgagee of withdrawal of the listing or written evidence that the mortgage is discharged of record. "Listed First Mortgagee" shall mean a Listed Mortgagee with a first record priority on the Unit in question.

16.11 Assignment by Unit Owner of Rights and Options. The right of any Unit Owner to vote to grant or withhold any consent, and to exercise any right or option herein granted to a Unit Owner, may be assigned or transferred in writing to or restricted in favor of any Listed Mortgagee (provided that such assignment or restriction does not conflict with the provisions of Chapter 183A), and the Board shall be bound by any such assignment or transfer upon notice in writing to the Board by the Unit Owner and such Listed Mortgagee setting forth the terms of such assignment or restriction.

16.12 Prohibitions. Notwithstanding anything to the contrary in the Condominium Documents:

(a) There shall be no restriction upon any Unit Owner's right of ingress or egress to such Unit, which right shall be perpetual and appurtenant to the ownership of such Unit.

(b) Except as set forth in the Artist Housing Agreement and the Affordable Housing Agreement, there shall be no restriction on the right of any Unit Owner to sell, transfer or otherwise convey such Unit. There shall be no "right of first refusal" so-called or any similar restriction.

(c) There shall be no restriction on the right of any Unit Owner to mortgage or otherwise encumber such Unit.

(d) The Condominium shall not be subject to "expansion" or "phases," so-called.

(e) Prior to the passage of control of the Condominium Association to consumer unit purchasers, no contract or lease (including management contracts) shall be entered into unless the Condominium Association is provided with a right of termination of any such contract or lease with or without cause, exercisable without penalty at any time after transfer of control, upon not more than ninety (90) days' notice to the other party thereto.

(f) The Condominium Documents shall not be amended or modified if the result of any such amendment or modification would (i) add a "right of first refusal" so-called; or (ii) permit an addition or expansion to the Condominium in which sections or phases are established.

16.13. Additional Prohibitions. Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements, and

notwithstanding anything to the contrary contained herein, unless at least sixty-seven percent (67%) of the Listed First Mortgagees (based upon one vote for each first mortgage owned) or Unit Owners (other than the Declarant) have given their prior written approval, the Condominium Association shall not be entitled to:

- (a) By act or omission, seek to abandon or terminate the Condominium;
- (b) Change the pro rata interest or obligations of any individual Unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or (ii) determining the pro rata share of ownership of each Unit in the Common Elements;
- (c) Partition or subdivide any Unit;
- (d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (Granting easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium shall not be deemed a transfer within the meaning of this clause);
- (e) Use hazard insurance proceeds for losses to any Condominium property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Condominium property;
- (f) No provisions of the Condominium Documents shall give any Unit Owner or Owners or any other party or parties priority over any rights of first mortgagees of Units pursuant to their mortgages in the case of a payment to Unit Owners of insurance proceeds or condemnation awards for losses to or taking of Units and/or Common Elements.

16.14 Right of Action. The Condominium Association and any aggrieved Unit Owner shall have a right of action against Unit Owners for failure to comply with the provisions of these Bylaws and Rules and Regulations, the Master Deed, the Plans and each unit deed and unit plan, and with decisions of the Board. Each Unit Owner shall have a similar right of action against the Condominium Association. Any such action may be brought in any court of competent jurisdiction.

16.15 First Mortgagee Obtaining Title. Except as otherwise provided in Chapter 183A, any first mortgagee who obtains title to Unit pursuant to foreclosure or any deed in lieu of foreclosure shall not be liable for such Unit's unpaid dues or charges that accrue prior to the acquisition of title to such Unit by such mortgagee.

16.16 FHLMC; FNMA. The provisions of Article XVIII and this Article XVI are set forth so that the Condominium will comply with the requirements of FHLMC and FNMA, and the provisions of Article XVIII and this Article XVI shall be construed and interpreted in accordance with that intention. Notwithstanding anything to the contrary in

the Condominium Documents, the provisions of Article XVIII and this Article XVI shall at all times take precedence over all other provisions in the Condominium Documents, and Article XVIII and this Article XVI shall not be amended or modified without the express prior written consent of FHLMC and FNMA, except as expressly provided in the immediately following sentence. In the event that, at any time and from time to time, applicable Rules and Regulations of FHLMC or FNMA are changed or modified, then and in any such event or events, the prohibition contained in the immediately foregoing sentence shall be deemed to be changed and modified so as to permit the amendment and modification of the Condominium Documents so that the Condominium Documents shall comply with such changed or modified Rules and Regulations of FHLMC or FNMA, or both.

Article XVII
Miscellaneous

17.1 Certificate of Board. The Board may issue certificates, in form suitable for recording or otherwise, setting forth facts as to any matter pertaining to the Condominium, and any such certificate signed by a majority of the Managers as they appear of record shall be conclusive in favor of every person relying thereon as to the matters stated therein in any dealings with the Board or the Condominium Association.

17.2 Invalidity. The invalidity of any provision of these Bylaws shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder hereof and, in such event, all of the other provisions of these Bylaws shall continue in full force and effect as if such invalid provisions had never been included herein.

17.3 Captions; Construction. 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 Bylaws nor the intent of any provision hereof. Words used in the singular or in the plural, respectively, include both the plural and the singular; words denoting males included females; and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trusts, and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. Unless the context otherwise indicates, words defined in Chapter 183A shall have the same meaning herein as defined in such statute. References in these Bylaws to the "Declarant" shall mean Declarant described in Section 1 as aforesaid, its affiliates and its successors and assigns. References to any "Unit Owner" shall mean Declarant until such Unit is conveyed of record to other persons or entities and, thereafter, such grantees, their successors and assigns. References herein to any Unit Owner shall also mean and include the successors and assigns and the lessees and tenants from time to time thereof (the foregoing, however, shall not be interpreted to derogate from any applicable leasing or occupancy restrictions contained herein or in the Master Deed), provided that all such successors, assigns, lessees and tenants shall comply with applicable provisions of the Master Deed, these Bylaws and the Rules and Regulations hereunder.

17.4 Waiver. No provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

17.5 Conflicts. These Bylaws are intended to comply with the requirements of Chapter 183A and the Master Deed, as the same may be amended from time to time. In case any of the provisions of these Bylaws conflict with the provisions of Chapter 183A or the Master Deed, the provisions of Chapter 183A or the Master Deed, as the case may be, shall control.

17.6 Arbitration. Arbitration pursuant to these Bylaws shall consist of the appointment of an independent arbitrator or arbitrators by a majority of the Managers of the Board. These arbitrators shall be requested to reach a decision within thirty (30) days after their appointment. The cost of arbitration shall be paid by the losing party unless the arbitrators determine that the cost should be a Common Expense. If the arbitrators determine that the action of the Board, or the Condominium Association violates the Condominium Documents or has materially prejudiced a Unit Owner's interests, such action shall not be taken.

17.7 Counterparts. These Bylaws may be executed in any number of counterparts and it shall be sufficient that the signature of each party appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement.

Article XVIII **Amendments of Bylaws**

18.1 Amendments of Bylaws. Except as otherwise provided in these Bylaws and in the Master Deed (including, without limitation, Section 10 thereof), these Bylaws may be amended only by (a) the affirmative vote of the Unit Owners holding at least sixty-seven percent (67%) of the total Percentage Interests in the Condominium, (b) the Majority Vote of the Managers of the Board; (c) the assent of not less than fifty-one percent (51%) of the Listed Mortgagees (based upon one vote for each mortgage owned) and (d) the assent of the Primary Board. Any such amendment shall be effective when an instrument in writing, signed and acknowledged in proper form for recording by a majority of the Managers on the Board, who certify under oath in such instrument that the amendment has been approved by the requisite vote of Unit Owners, Listed Mortgagees, Primary Board members and Board members is duly recorded with the Registry, provided, however that, except as otherwise expressly provided hereunder:

(a) The date on which any instrument of amendment is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been recorded with the Registry within six (6) months after such date;

(b) No instrument of amendment that adversely affects a Unit Owner's exclusive right to the use and enjoyment of any Limited Common Elements as

provided herein shall be of any force or effect unless, in addition to the voting requirements specified above, the same has been signed by the Unit Owner(s) whose Unit(s) or right(s) are so affected;

(c) No instrument of amendment that alters the Percentage Interest of any Unit Owner in the Common Elements shall be of any force or effect unless the same has been signed by the Unit Owner(s) whose Percentage Interest is being so affected;

(d) No instrument of amendment affecting any Unit in a manner that impairs the rights, priorities, remedies or interests of a Listed Mortgagee of record thereon, shall be of any force or effect unless, in addition to the voting requirements specified above, notice has been given pursuant to Section 16.4 hereof and the same has been consented to by such Listed Mortgagee (which consent shall not be unreasonably withheld, conditioned or delayed). No consent of a Mortgagee required under Chapter 183A shall be withheld unless the interests of such Mortgagee would be materially impaired by the proposed action. The failure of any such Mortgagee who receives a written request for such consent to deliver a response thereto within thirty (30) days, unless otherwise specified in Chapter 183A or in any applicable regulation of FNMA or FHLMC, shall be deemed to be the giving of such consent by such Mortgagee. The consent of such Mortgagees shall be recited in any instrument of amendment requiring the same.

(e) Nothing in this Article XVIII shall be deemed to impair the right of the Declarant, at any time and from time to time, until the Declarant no longer holds or controls title to any Unit, to amend, alter, add to or change these Bylaws without the consent of any Unit Owner (or any Mortgagee thereof), the Board, or any other person or entity by an instrument in writing signed and acknowledged by the Declarant and duly recorded with the Registry for the specific purposes of: (a) making minor, clerical or factual corrections to the provisions of these Bylaws; (b) complying with the requirements of the FNMA, the FHLMC, or any other governmental agency or any other public or private entity that performs (or may in the future perform) functions similar to those currently performed by such entities in order to induce any such agencies or entities to make, purchase, sell, insure or guarantee mortgages covering Unit ownership, or (c) bringing these Bylaws into compliance with Chapter 183A, to the extent of any non-compliance, in each case to the extent such amendment does not materially adversely affect any Unit Owner's use and enjoyment of its Unit or any portion of the Common Elements.

(f) No instrument of amendment which alters the use to which any Unit may be put shall be effective unless, in addition to the voting requirements specified above, such instrument is signed by the owner(s) of the Unit(s) to be affected by such change;

(g) No instrument of amendment which alters the voting rights of any Unit Owner shall be effective unless in addition to the voting requirements specified

above, such instrument is signed by the owner(s) of the Unit(s) to be affected by such change;

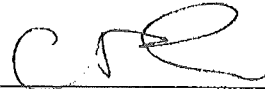
(h) No instrument of amendment which affects the Declarant's rights under Article III herein shall be effective unless in addition to the voting requirements specified above, such amendment is signed by the Declarant, its successors and assigns; and

(i) No instrument of amendment which alters these Bylaws in any manner which would render it contrary to or inconsistent with any requirements or provisions of Chapter 183A shall be of any force and effect.

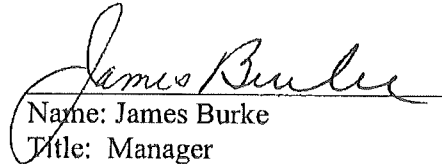
[Signatures on Following Page]

EXECUTED under seal as of the 23rd day of December, 2009.

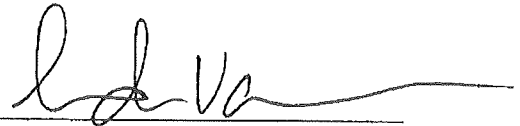
THE LOFTS AT WESTINGHOUSE
CONDOMINIUM ASSOCIATION



Name: Carl Valeri
Title: Manager



Name: James Burke
Title: Manager



Name: Linda Vaccaro
Title: Manager



Name: David Nevins
Title: Manager



Name: Andrew Bloch
Title: Manager

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this 20th day of December, 2009, before me, the undersigned notary public, personally appeared Carl Valeri, in his capacity as the Manager of The Lofts at Westinghouse Condominium Association, proved to me through satisfactory evidence of identification, which were personal knowledge (e.g., driver's license) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in his capacity as aforesaid.



GISELLE CIANO
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES 6/22/12

Giselle Ciano
Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this 20th day of December, 2009, before me, the undersigned notary public, personally appeared James Burke, in his capacity as the Manager of The Lofts at Westinghouse Condominium Association, proved to me through satisfactory evidence of identification, which were personal knowledge (e.g., driver's license) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in his capacity as aforesaid.



GISELLE CIANO
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES 6/22/12

Giselle Ciano
Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this 28th day of December, 2009, before me, the undersigned notary public, personally appeared Linda Vaccaro, in her capacity as the Manager of The Lofts at Westinghouse Condominium Association, proved to me through satisfactory evidence of identification, which were personal knowledge (e.g., driver's license) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose in her capacity as aforesaid.



GISELLE CIANO
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES 6/22/12

Giselle Ciano
Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this 28th day of December, 2009, before me, the undersigned notary public, personally appeared David Nevins, in his capacity as the Manager of The Lofts at Westinghouse Condominium Association, proved to me through satisfactory evidence of identification, which were personal knowledge (e.g., driver's license) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in his capacity as aforesaid.



GISELLE CIANO
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES 6-22-12

Giselle Ciano
Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this 20th day of December, 2009, before me, the undersigned notary public, personally appeared Andrew Bloch, in his capacity as the Manager of The Lofts at Westinghouse Condominium Association, proved to me through satisfactory evidence of identification, which were personal knowledge (e.g., driver's license) to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose in his capacity as aforesaid.

Giselle Cianci

Notary Public

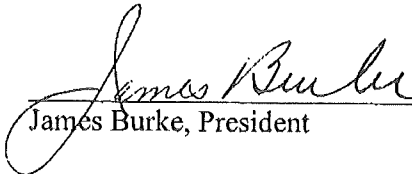
My commission expires:




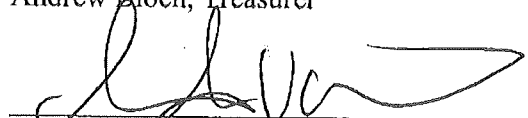
GISELLE CIANCI
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES 6/22/12


The undersigned, being the majority of the members of the Management Board of the Mother Brook Condominium Association, hereby approve the foregoing Bylaws of The Lofts at Westinghouse Condominium Association, as of the 23rd day of December, 2009.

MOTHER BROOK CONDOMINIUM ASSOCIATION:


James Burke, President


Andrew Bloch, Treasurer


Linda Vaccaro, Vice President


Carl Valeri, Vice President

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 28th day of December, 2009, before me, the undersigned Notary Public, personally appeared the above-named James Burke, proved to me by satisfactory evidence of identification, being a driver's license, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as the duly-authorized President of the Mother Brook Condominium Association.



GISELLE CIANO
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES 6/22/12

Giselle Ciano
Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 29th day of December, 2009, before me, the undersigned Notary Public, personally appeared the above-named Andrew Bloch, proved to me by satisfactory evidence of identification, being a driver's license, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as the duly-authorized Treasurer of the Mother Brook Condominium Association.



GISELLE CIANO
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES 6/22/12

Giselle Ciano
Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 28th day of December, 2009, before me, the undersigned Notary Public, personally appeared the above-named Linda Vaccaro, proved to me by satisfactory evidence of identification, being a driver's license, to be the person whose name is signed above, and acknowledged the foregoing to be signed by her voluntarily for its stated purpose, as the duly-authorized Vice President of the Mother Brook Condominium Association.



GISELLE CIANO
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES 6/22/12

Giselle Ciano
Notary Public
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 20th day of December, 2009, before me, the undersigned Notary Public, personally appeared the above-named Carl Valeri, proved to me by satisfactory evidence of identification, being a driver' s license, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as the duly-authorized Vice President of the Mother Brook Condominium Association.

Giselle Ciano

Notary Public

My commission expires:



GISELLE CIANO
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES 6/22/12

Schedule 1

RULES AND REGULATIONS
OF
THE LOFTS AT WESTINGHOUSE CONDOMINIUM

Pursuant to the provisions of the Bylaws of The Lofts at Westinghouse Condominium Association, the following general rules and regulations are adopted:

1. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board, except as expressly provided herein or in the Bylaws. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit and any area or facility, the exclusive use of which is provided to said Unit, in accordance with the provisions of the Bylaws and the Master Deed.
2. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the building of the Condominium (the "Condominium Building"), or contents thereof, without the prior written consent of the Board. No Unit Owner shall permit anything to be done, or kept in his unit, or in the Common Elements which will result in the cancellation of insurance on the Condominium Building or the contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.
3. No Unit Owner shall cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of the Condominium Building or Units, and no sign, awning, canopy or shutter shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof, or exposed on or at any window, without the prior consent of the Board.
4. Household pets, to the extent permitted pursuant to the terms and provisions of the Master Deed and/or Bylaws, shall be subject to the following Rules and Regulations:
 - (1) Such pets may not be kept, bred or maintained for any commercial purposes;
 - (2) No pets shall be allowed loose in Common Elements;
 - (3) Owners of household pets shall be permitted to walk such pets on a leash only in areas specified by the Board for such purpose;
 - (4) Owners of pets shall immediately clean up and remove any defecation on the Common Elements; and

- (5) Each Unit Owner or resident keeping such a pet which violates any of said rules and regulations or causes any damage to or requires the clean-up of any Unit (other than the Unit of the owner of such pet) or the Common Elements, is offensive, or causes or creates any nuisance or unreasonable disturbance or noise, shall be:
- (i) fined in an amount determined by the Board or assessed by the Board for the cost of the repair of such damage or cleaning or elimination of such nuisance, and/or
 - (ii) required by the Board to permanently remove such pet from the Condominium upon three (3) days' written notice from the Board.
5. No Unit Owner shall engage in or permit any noxious or offensive activities, or make or permit any noises by himself, his family, servants, employees, agents, visitors, lessees, licensees, or household pets, nor do himself or permit anything to be done by such persons or pets, either willfully or negligently, which:
- (a) May be or become an annoyance or nuisance to the other Unit Owners or occupants,
 - (b) Will interfere with the rights, comforts or conveniences of other Unit Owners,
 - (c) May or does cause damage to any other Unit or to the Common Elements, or
 - (d) Results in the removal of any article or thing of value from any other Unit Owner's Unit or from the Common Elements.

The Unit Owner making or permitting such nuisance, interference, damage or removal shall be responsible for the elimination of such nuisance or interference and for the costs of the repair of such damage or replacement of the item removed. In the event that the Board determines that noise can be abated by the installation of carpeting, the Unit Owner shall install carpet to reduce noise level. The Board shall assess to such Unit Owner such costs.

Total volume of noise producing instrumentalities such as, but not limited to, television sets, radios, CD players, phonographs, and musical instruments, shall be turned down after 10:00 p.m. and shall at all times be kept at a sound level to avoid bothering the neighbors.

Notwithstanding the foregoing, Unit Owners shall be permitted to generate such fumes and noise as are reasonably necessary in connection with such Unit Owners' profession as an artist provided that such fumes shall be properly vented

from the Building or such noise is adequately contained in a manner that will not unreasonably disturb other Unit Owners.

6. All interior window treatments exposed to any window shall have white or off white colors facing the windows. No clothes, sheets, blankets, laundry, rugs of any kind or other articles shall be hung out of the windows or sliding doors of any Unit or exposed on or in any part of the Common Elements. The Common Elements shall be kept free and clear of all rubbish, debris, and other unsightly materials and any large items of rubbish or materials for disposal must be removed from the Condominium by the Unit Owner responsible for such items.
7. Nothing shall be altered in, constructed in, or removed from the Common Elements except upon the written consent of the Board.
8. No part of the Common Elements of the Condominium shall be decorated or furnished by any Unit Owner in any manner without the prior written consent of the Board. Notwithstanding the foregoing, it is hereby agreed and acknowledged that the Board shall appoint a committee made up of Unit Owners who shall oversee the display of the artists' work product within the Common Elements of the Condominium and the Board shall not unreasonably withhold its consent to any such display.
9. Each Unit Owner shall keep his Unit and any areas or facilities, the exclusive use of which is provided to said Unit, in a good state of preservation and cleanliness. The water closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, paper, ashes, or other substances shall be thrown therein. Any damage to plumbing systems of the Condominium Building resulting from such misuse shall be paid for by the Unit Owner who shall have caused it. Bicycles, baby carriages, carts and the like may be stored only in areas designated by the Board and in such a manner so as not to obstruct any Common Elements.
10. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit.
11. No exterior lighting equipment, fixtures, or facilities shall be attached to or utilized for any Unit without the prior consent of the Board.
12. Any maintenance, repair or replacement of Common Elements which is the responsibility of Unit Owners pursuant to the Master Deed or the Bylaws shall be done only by contractors or workmen approved by the Board.

13. No Unit Owner or occupant or any of his agents, servants, employees, licensees, lessees, or visitors shall at any time bring into or keep in his Unit any flammable, combustible, or explosive fluid, material, chemical, or substance, except such fluids, materials, chemicals and substances as are customary for residential or artists' use. Each Unit Owner shall store, contain and dispose of any such fluids, materials, chemicals and substances in compliance with all applicable legal requirements and any additional requirements which the Board may impose with respect to such storage, containment and disposal.
14. No wood or coal stoves or similar devices shall be permitted in Condominium Units.
15. If any key or keys are entrusted by the Unit Owner or occupant or by any member of his family, or by his agent, servant, employee, licensee, lessee, or visitor, to a Manager, agent or employee of the Board, whether for such Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and such Manager, agent or employee and the Board shall not be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.
16. The Board, or its designated agent, may retain a pass key to each Unit. No Unit Owner shall alter any lock or install a new lock or a knocker on any door of a Unit without the written consent of the Board. In case such consent is given, the Unit Owner shall provide the Board, or its designated agent, with an additional key pursuant to its right of access to the Unit.
17. All personal property of the Unit Owners in the Units, or Common Elements, the exclusive use of which is provided to the Unit, and elsewhere, shall be kept therein at the sole risk and responsibility of the respective Unit Owners, and neither the Board, the building management, nor their respective successors or assigns, shall bear any responsibility therefor.
18. Each Unit Owner assumes responsibility for his own safety, actions, and conduct, and that of his family, guests, agents, servants, employees, licensees, lessees and household pets.
19. No moving of furniture or other items to or from Units will be undertaken without the express consent of the Board, and then only if pads are installed in the elevator and precautions are taken to safeguard doors, moldings and other common elements.
20. Installation and programming of keyless entry systems will be undertaken only with the permission of the Board and at the sole cost of the Unit Owner.

21. Any consent or approval given by the Board under these Rules and Regulations may be added to, amended, or repealed at any time by the Board.
22. Each Unit Owner utilizing a parking space shall park only within such designated space and in a manner which does not interfere with or impede any other person parking in the parking area and each Unit Owner will cooperate with other entitled parkers to facilitate the use of the parking spaces.
23. Unit Owners shall provide written notification to the Board of their intention to lease/rent their unit. Upon notification, the Unit Owner shall complete a Condominium Rental Information Form provided by the Board. The Condominium Rental Information Form shall be signed by the Unit Owner and the tenant, and returned to the Board office prior to the tenant occupying the unit. A copy of the Condominium Rental Information Form shall be attached to, and become a part of, the lease between the Unit Owner and tenant. The Board shall be notified of any changes in the information on the Condominium Rental Information Form as those changes occur. An additional Condominium Rental Information Form shall be completed and returned to the Board for each new lease, a terminated lease, and extended lease, and/or renewed leases. For sale/lease signs will not be displayed on the property or in unit windows or doors. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE RENTAL OF ANY UNIT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE ARTIST HOUSING AGREEMENT AND THE AFFORDABLE HOUSING AGREEMENT, AS APPLICABLE TO SUCH UNIT.
24. In the event of a default by any Unit Owner in paying the Common Charges as determined by the Board, such Unit Owner shall be obligated to pay a late charge at a rate determined by the Board, for each payment not made within 10 days of the due date.
25. Violations of the above Rules and Regulations by any Unit Owner, tenant, family member, servant, employee, agent, or visitor shall be subject to the following:

First Infraction: A warning letter including a cease and desist date will be mailed to unit owner and violation recorded. If the violation is determined by the Board to be of a nature, which could affect the safety of the owners and residents of the Condominium, the Board reserves the right to take whatever means necessary to stop the said violation immediately.

Second Infraction: A second warning letter will be sent to the unit owner stating that the violation still exists and that a sanction or fine has or may be imposed.

Further Infraction: If the violation persists past the given date, a third letter will be sent stating that the violation still exists. Standard collection action will be

pursued which includes filing a lien on the unit for nonpayment of the fine and, ultimately, foreclosure if necessary.

If the alleged violator or the Board requests, a hearing will be held.

- 1) A hearing notice will be sent to the alleged violator stating the nature of the alleged violation; the time and place of a hearing; an invitation to attend the hearing.
- 2) An invitation may also be sent to any person or persons originating the complaint inviting them to the hearing in order to produce evidence to substantiate their complaint.

A Board representative will preside over the hearing with a quorum of the Board in attendance and will hear testimony from both sides at the hearing and then excuse both parties and the Board will render a decision.

26. Move-In Rules are as follows:

SEVEN-DAY NOTICE REQUIRED: The Board or Management Company must be provided with a 7-business day written notice of the scheduled move date and time. Any special moving arrangement must be advised in writing 10 business days in advance. Failure to comply with these regulations will result in a fine.

MOVING TIMES: All moving must be scheduled and performed weekdays from 9:00 a.m. to 6:00 p.m.

MOVE IN/OUT FEES & DEPOSITS: The Unit Owner(s) may be required to pay a fee and/or a refundable deposit. Checks made payable to the Condominium should be included with 7-day advance notification. The fee and deposit may be required for both the move-in and move-out.

REFUND OF MOVE IN/OUT DEPOSITS: All damage or destruction to the common areas caused by the move will be repaired by the Board at the Unit Owner's expense. Any harm to any occupants caused by the moving or caused by neglecting the required security precautions will be at the full expense of the moving Owner, regardless of the amount. If there are no damages, the full deposit will be refunded to the Unit Owner.

LEASING OF UNITS: If a Unit is being leased, the Unit Owner must provide to the Management Company the following information together with advance moving notice, fees, and deposit as above.

- The name, phone number, mailing address and street address of the Unit Owner;
- The name of the Lessee(s) and, if different, the natural person who will be

responsible for the Lessee's compliance with these rules;

- A copy of the lease, plus commencement & termination dates of lease
- Signed Rules signature page; and
- Such consents of the Boston Redevelopment Authority as may be required pursuant to the Artist Housing Agreement and the Affordable Housing Agreement, as may be applicable to such Unit.

These Rules and Regulations may be amended from time to time by the Board.