

SECTION 3 - A Unit Owner may vote in person or by a written proxy dated no earlier than six (6) months prior to the date of the meeting at which such vote is taken. A proxy purporting to be executed by or on behalf of a Unit Owner shall be deemed valid unless challenged at or prior to its exercise. A proxy with respect to a Unit held in the name of two or more persons shall be valid if executed by one of them, unless at or prior to the exercise of the proxy, the Trustees receive specific notice to the contrary from any one of said persons.

ARTICLE V

BY-LAWS

The provisions of this Article V shall constitute the By-Laws of this Trust and the organization of Unit Owners established hereby, to wit:

SECTION 1 - POWERS AND DUTIES OF TRUSTEES

The Board of Trustees shall have the powers and duties necessary for the administrations of the affairs of the Condominium and may do all such acts and things except as by law or by the Master Deed or by this Trust may not be delegated to the Board of Trustees by the Unit Owners. Such powers and duties of the Board of Trustees shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the Common Elements.
- (b) Determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Condominium.
- (c) Collection of the common charges from the Unit Owners.
- (d) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements
- (e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Condominium.
- (f) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefore
- (g) Leasing, managing and otherwise dealing with such community facilities as may be provided for in the Master Deed as being common areas and facilities ("Common Elements").
- (h) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to it or purchased by it as the result of enforcement of the lien for common expenses, or otherwise.
- (i) Obtaining of insurance for the Condominium, including the Units, pursuant to the provisions hereof.
- (j) Making of repairs, additions and improvements to, or alterations of, the Condominium, and repairs to and restoration of the Condominium in accordance with the other provisions of this Trust.
- (k) The Board of Trustees shall have the power to enforce obligations of Unit Owners; to enforce the rules and regulations of the Condominium; to allocate income and expenses; and to do anything and everything else necessary and proper for the sound

management of the Condominium. In case of persistent violation of the rules and regulations by a Unit Owner, the Board of Trustees shall have the power to require such Unit Owner to post a bond to secure adherence to the rules and regulations.

(l) Grant or relocate permits, easements and licenses on, over and under the Common Elements.

(m) Enter into management contracts for the management of the Common Elements or execute any agreement or arrangement which the Trustees in their discretion deem necessary and convenient for the management of the Common Elements pursuant to which agreements the Trustees may delegate their powers and duties.

SECTION 2 - COMMON EXPENSES, PROFITS AND FUNDS

A. Commencing with the date of filing of his Unit Deed, each Unit Owner shall be liable for common expenses and shall be entitled to common profits of the Condominium according to his respective percentage of undivided interest in the Common Elements as set forth in the Master Deed which is incorporated herein by reference with the same force and effect as though fully set forth in the body of this instrument. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees shall set aside common funds of the Condominium as reserve or contingent funds maintained out of regular assessments for common expenses, and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or subject to the provisions of the following Section 3, and 11 for periodic maintenance, repair, replacement, rebuilding or restoration of the Common Elements, or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.

In addition to the foregoing, (and not in substitution thereof) to ensure that this Trust will have the funds to meet unforeseen expenditures or to purchase any additional equipment or services, there shall be a working capital fund at least equal to two (2) months' estimated common charges for each unit. Any amounts paid into this fund shall not be considered as advance payments of regular assessments. Each unit's share of the working capital fund shall be collected at the time the initial sale of the unit is closed or at the time control of this Trust is transferred to the Trustees elected by unit owners other than the Declarant, as set forth in Section III of this Trust, whichever occurs earlier. When control of this Trust is transferred as set forth in the immediately preceding sentence, the working capital fund shall be transferred to this Trust for deposit to a segregated fund. During the term of the Initial Board, the working capital fund which is the subject of this Subsection cannot be used to defray the expenses, reserve contributions, or construction costs which are the responsibility of the Declarant in its role as developer of the Condominium or to make up budget deficits. The Declarant may reimburse itself for these payments from the funds collected at closing when the unsold units are sold.

In addition to the foregoing, (and not in substitution thereof), the Trustees may, to such extent as they deem advisable, set aside common funds of the Condominium as additional reserves and may use the funds so set aside for reduction of indebtedness or other lawful capital purposes, and, subject to the provisions of Section 4 of these By-Laws, for repair, rebuilding or restoration of the Condominium, or for improvements thereto, and for replacement of the

Common Elements, and other proper contingencies, and the funds so set aside shall not be deemed to be common profits available for distribution.

B. At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the Board of Trustees shall estimate the common expenses expected to be incurred during such fiscal year, together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessment, and each Unit Owner thereafter shall pay one-twelfth (1/12) of his share of the estimated common expenses monthly in advance on the first day of each month. In the event that the Board of Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, the Board of Trustees shall make a supplemental assessment or assessments and render statements therefore in the manner aforesaid, and such statements shall be payable in monthly or other installments. In order to create a reserve fund for future contingencies, the Board of Trustees shall assess from time to time, in addition to the foregoing assessments, each Unit Owner for a sum or sums sufficient to provide the Condominium Trust with sufficient capital to meet emergencies and other contingencies. The Board of Trustees may assess a late charge of \$10.00 per month if the amount due is not paid by the 10th day of each month for each month that the amount due remains unpaid. The amounts due hereunder, together with the late charges shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to the provisions of Section 6 of the said Chapter 183A.

C. The Board of Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby and by the provisions of said Chapter 183A.

D. In the event of default by any Unit Owner in paying to the Condominium Trust the common charges as determined by the Board of Trustees, such Unit Owner shall be obligated to pay the above-described late charges, together with all expenses, including attorney's fees, incurred by the Board of Trustees in any proceeding brought to collect such unpaid common charges. All such unpaid common charges shall constitute a lien to the extent provided by law. The Board of Trustees shall have the right and duty to attempt to recover such common charges, together with late charges, and the expenses of the proceedings, including attorneys' fees, in an action to recover the same brought against such Unit Owner, or by the foreclosure of the lien on such unit as provided by law.

E. The Trustees shall promptly provide any Unit Owner, or any Unit Buyer who has a duly executed Purchase and Sale Agreement for the acquisition of a unit, or any mortgagee, or the attorney of any such party, with a written statement of all unpaid Common Expenses due with respect to such unit, signed and acknowledged in proper form for recording, upon the written request of such Unit Owner or buyer or mortgagee or attorney. Any such statement shall be signed by the Trustee designated by and representing the Unit other than the Unit to which such certificate pertains. Recording of such statement in the _____ Registry of Deeds shall operate to discharge the unit from any lien for any other sums unpaid not enumerated as of the date of such statement to the extent provided by said Chapter 183A.

SECTION 2A - SPECIAL ALLOCATIONS

To the extent permitted by law, the Board of Trustees may charge common expenses to Unit Owners in proportions other than according to their respective percentages of undivided interest in the Common Elements in order to achieve an equitable allocation of expenses based on use by respective Unit Owners.

SECTION 2B - INVALIDITY

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

SECTION 3 - INSURANCE

The Trustees shall carry with a company licensed to do business in Massachusetts, fire insurance with as broad extended coverage as is then available at rates acceptable to the Trustees in an amount of at least One Hundred (100%) percent of the replacement cost of the Building and Common Elements including the interior of units (so called "walls in" coverage) as determined from time to time by the Trust and shall deliver to the unit Owners and to any Unit mortgagee a certificate of such insurance. Such insurance shall provide that the same may not be cancelled without at least ten (10) days written notice to all insureds and mortgagees. In connection with any loss insured in accordance with this Article, the insurer shall have no right of subrogation to any claims an Owner may have against the Trust, the Trustees, any Managing Agent, the other Unit Owners, or their lessees, their respective agents, servants, or invitees. Such policies shall be made payable to any mortgagee of a Unit, to the Trust and Unit Owners as their interest may appear and shall be deposited with the Trust. In the event a Unit Owner shall undertake to repair or reconstruct his Unit as required herein, the proceeds of such policies shall be disbursed to said Unit Owner upon presentation of suitable invoices for or proof of payment in connection with the same, and/or in accordance with such other reasonable conditions and procedures prescribed by the Trustees and any mortgagee having an interest in such proceeds.

The Trustees shall maintain at all times a minimum of \$1,000,000.00 public liability, bodily injury and property damage insurance as to claims arising out of incidents occurring anywhere in the condominium common areas for the protection of the Trust, the Trustees, and the Unit Owners. The Trustees shall purchase such other insurance as they shall determine.

Subject to the provisions of Section 4 of these By-Laws, insurance proceeds received by the Trustees shall be held in trust in an identified and segregated fund for the benefit of the Unit Owners and all mortgagees of all units. If the cost of restoring the Common Elements, or any unit, is estimated by the Trustees to exceed the sum of One Thousand (\$1,000.00) Dollars, then the Trustees shall give written notice of such loss to all eligible Mortgage Holders and all eligible Insurers and Guarantors, as herein defined.

The cost of all such insurance obtained and maintained by the Trustees pursuant to the provisions of this Section 3 shall be a Common Expense of the Condominium.

Any such insurance obtained and maintained by the Trustees pursuant to the provisions of this Section 3 may have a deductible amount to be determined from time to time by the Trustees, (but in no event shall such deductible amount be greater than the lesser of \$5,000.00 or 1 % of the policy face amount), who shall simultaneously specify, in writing with notice to all Unit Owners, how and by whom the amount of the deductible shall be paid in the event of a loss.

All insurance obtained and maintained by the Trustees shall conform to applicable requirements of the Federal Home Loan Mortgage Corporation ("FHLMC") and the Federal National Mortgage Association ("FNMA") so long as FHLMC or FNMA hold one or more mortgages on units in the Condominium or any interest therein.

Each Unit Owner may carry insurance at his own expense for his own benefit insuring, inter alia, his carpeting, drapes, fixtures, furniture, furnishings and other personal property, and personal liability, and loss assessment coverage, provided that all such policies shall contain waivers of subrogation, and further provided, that the liability of the carriers issuing insurance obtained by the Trustees shall not be affected or diminished by reason of any such additional insurance carried by a Unit Owner. Each Unit Owner shall promptly notify the Trustees of all improvements made by him to his unit the insurable replacement cost of which exceeds one thousand (\$1,000.00) dollars, and such Unit Owner shall pay to the Trustees as an addition to his share of the Common Expenses of the Condominium otherwise payable by such owner any increase in insurance premium incurred by this Trust which results from such improvement. Failure to carry this aforementioned insurance by any unit owner shall not constitute a valid claim for loss against the Trust, the Trustees or their agents or the Trust's aforementioned insurer.

Nothing shall be done or kept in any unit or in the Common Elements which will increase the rate of insurance on the buildings or the contents thereof without the prior written consent of the Trustees, unless the Unit Owner responsible for such increase shall agree to pay the amount of such increase.

SECTION 4 - REBUILDING AND RESTORATION; IMPROVEMENTS; CONDEMNATION; IMPROVEMENTS

A. In the event of damage to or destruction of the Common Elements as a result of fire or other casualty (unless Subsection F of this Section is applicable), or, in the event of damage to or destruction of any unit as a result of fire or other casualty, whether or not the Common Elements have been damaged or destroyed (unless Subsection F of this Section is applicable), the Trustees 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 Trustees as insurance trustees, on

account of any casualty shall be dedicated first to the repair or restoration of the loss, and any application of said proceeds by the Trustees on account thereof shall be prior to the application of such proceeds for any other purposes.

B. In the event the insurance proceeds are not sufficient to cover the cost of repairs to the Common Elements and the Units, the proceeds will be first allocated to the cost of repairs to the Common Elements and the balance, if any, to the cost of repairs to the Units in proportion to the cost of all repairs to the respective Units as determined by the insurer or by independent appraisal. To the extent the proceeds allocated as aforesaid are insufficient to cover the cost of repairs to the Common Elements, the balance of the cost of such repairs will be assessed against all Unit Owners as a Common Expense. To the extent the proceeds allocated as aforesaid are insufficient to cover the cost of repairs to the Units, the balance of the cost of such repairs to each unit will be assessed against all Unit Owners as a Common Expense.

C. Whenever the estimated cost of repair or restoration exceeds, as to any one casualty or occurrence, on the basis of an independent appraisal, the sum of twenty-five thousand (\$25,000.00) dollars, then the Trustees shall retain a registered architect or registered engineer, who shall not be directly or indirectly, a Unit Owner or an employee or agent of any Unit Owner, or a Trustee or an employee or agent of any of the Trustees, or the manager, if any, or any employee or agent of such manager, to supervise the work of repair or restoration and no sums shall be paid by the Trustees on account of such repair or restoration except upon certification to them by such architect or engineer that the work for which payment is being made has been completed in a good and workmanlike manner in accordance with approved plans and specifications and that the estimated total cost of completion of said repair or restoration, less amounts theretofore advanced, does not exceed the undisbursed proceeds of insurance as augmented by funds obtained by any assessment or assessments levied or chargeable to the Unit Owners as a Common Expense.

D. The Trustees may perform emergency work essential to the preservation and safety of the Condominium, including all parts of the Building and the Common Elements and the Units, or the safety of persons, or required to avoid the suspension of any essential service to the Condominium, including all parts of the building and the Common Elements and the units, without having first engaged an architect or engineer, adjusted the loss or obtained proceeds of insurance.

E. Subject always to the prior rights of the Unit mortgagees, if there shall have been a repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be added to the Condominium's reserve fund, or, at the option of the Trustees, divided among all the Unit Owners in proportion to their respective interests in the Common Elements.

F. Notwithstanding the foregoing, if, as a result of fire or other casualty, the loss exceeds ten (10%) percent of the value of the Condominium, including all parts of the building and the Common Elements and the units prior to the casualty, and: (a) if 100% of the Unit Owners do not agree within one hundred twenty (120) days after the date of the casualty to proceed with

repair or restoration, the Condominium, including all units, shall be subject to partition at the suit of any Unit Owner. Such 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. Subject always to the prior rights of the Unit mortgagees, the net proceeds of the partition sale together with any common funds shall be divided in proportion to the Unit Owners' respective undivided ownership in the Common Elements. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A of the Massachusetts General Laws; (b) if 100% percent of the Unit Owners agree to proceed with the necessary repair or restoration, the cost of the rebuilding of the Condominium, in excess of any available common funds including the proceeds of any insurance, shall be a common expense, provided, however, that if such excess cost exceeds ten (10%) percent of the value of the Condominium including all parts of the building and the Common Elements and the units, prior to the casualty, any Unit Owner who did not so agree may apply to the Superior Court of Essex County on such notice to the Trustees and Unit Owners as the Court shall direct, for an order directing the purchase of his unit by the Trustees at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a Common Expense.

G. If a Unit is acquired by eminent domain, or if a part of a Unit is acquired by eminent domain, leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by the Master Deed, the award shall compensate the Unit Owner for their Unit and its undivided percentage interest in the Common Elements whether or not any of the Common Elements have been acquired. Upon acquisition, unless the decree otherwise provides, that Unit's entire undivided interest in the Common Elements and the beneficial interest under the Trust shall be automatically allocated to the remaining Units of the Condominium in proportion to the respective undivided interest of the remaining Units in the Common Elements prior to the taking, and the Trustees shall promptly prepare, execute and record an amendment to the Master Deed and the Trust reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection shall thereafter be a part of the Common Elements.

H. Except as provided in subsection (G), if part of a Unit is acquired by eminent domain, the award shall compensate the Unit Owner for the reduction in value of the Unit and its undivided percentage interest in the Common Elements. Upon acquisition, (1) that Unit's undivided interest in the Common Elements shall be reduced on the basis of the reduction of the fair value of the Unit as of the date of such taking bears to the fair value of the remaining Units in the condominium as of such date, and (2) the reduction to interest in the Common Elements of such Unit shall be divested from the Unit so acquired and shall automatically be reallocated to the remaining Units in proportion to the respective undivided interest of the remaining Units in the Common Elements prior to the date of such taking.

I. If the Common Elements or any part thereof are acquired by eminent domain, subject always to the prior rights of Unit mortgagees, the Trustees shall be the party in interest to receive any such award and to pursue any additional awards due to such taking. Any such award or any action taken by the Trustees hereunder shall be brought or paid to the Trustees naming the

"Trustees of Condominium Trust as Condemnation Trustees for the benefit of the Condominium, of the Unit Owners, and their respective mortgagees". The Trustees shall divide any portion of the award not used for restoration or repair of the remaining Common Elements among the Unit Owners in proportion to their respective undivided percentage interest before the taking, but any portion of the award attributable to the acquisition of a portion of the Common Elements which had been exclusively reserved to any Unit pursuant to the terms of the Master Deed shall be paid to the Owner of such Unit or his mortgagee. Each Unit Owner hereby appoints the Trustees hereof as his or her attorney-in-fact for the foregoing purposes.

J. If fifty (50%) percent or more but less than seventy-five (75%) percent of the Unit Owners agree to make an improvement to the Common Elements, the cost of such improvement shall be borne solely by the Owners so agreeing.

K. Seventy-five (75%) percent or more of the Unit Owners may agree to make an improvement to the Common Elements and assess the cost thereof to all Unit Owners as a Common Expense, but if such improvement shall cost in excess of ten (10%) percent of the then value of the Condominium, including the building and the Common Elements and the units, any Unit Owner not so agreeing may apply to the Superior Court of Essex County on such notice to the Trustees and Unit Owners as the Court shall direct, for an order directing the purchase of his unit by the Trustees at fair market value thereof as approved by the Court. The cost of any such purchase shall be a Common Expense.

SECTION 5 - RESTRICTIONS ON USE OF THE BUILDING AND UNITS; RULES AND REGULATIONS

The Trust shall keep a complete copy of Rules and Regulations, including any amendments thereto, governing the details of the operation and use of the Common Elements, and containing such restrictions on the requirements respecting the use and maintenance of the Common Elements as are consistent with the provisions of the Master Deed, and designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the Common Elements. By vote of 100% of the Board of Trustees, the Board of Trustees may at any time and from time to time amend, modify and rescind the Rules and Regulations.

SECTION 6 - MEETINGS

A. The Board of Trustees shall meet annually on the date of (and immediately following) the annual meeting of the Unit Owners, and at such meeting shall elect the Chairman, Treasurer and Secretary hereinbefore provided for. Other meetings may be called by the Chairman and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting, stating the place, day and hour thereof, shall be given at least four (4) days before such meeting to each member of the Board of Trustees. A majority of the Trustees shall constitute a quorum at all meetings and such meetings shall be conducted in accordance with such rules as the Board of Trustees may adopt. The Trust shall keep a complete copy of minutes of the meetings of Unit Owners and Trustees, a record of each Unit Owner and the dates between which such Unit Owner is a Unit Owner, and such other records as may be required by law.

B. Commencing with the calendar year 2018, there shall be an annual meeting of the Unit Owners on the second Tuesday of November in each year, at 6:00 PM at the Condominium premises or at such other reasonable place and time as may be designated by the Board of Trustees by written notice given to the Unit Owners at least fourteen (14) days prior to the date so designated. Special meetings of the Unit Owners may be called by the Board of Trustees or by the Unit Owners upon written request of any Unit Owner. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Board of Trustees to the Unit Owners at least fourteen (14) days prior to the date so designated. At the annual meeting of the Unit Owners, the Board of Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Board of Trustees proposes to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonably specify such matter. A quorum of Unit Owners shall consist of the holders of at least 75% of the beneficial interest hereunder.

SECTION 7 - NOTICES TO UNIT OWNERS

Every Notice to any Unit Owner required under the provisions hereof, or which may be deemed by the Trustees necessary or desirable in connection with the execution of the trust created hereby or which may be ordered in any judicial proceeding, shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such Unit Owner by leaving such notice with him at his residence in the Condominium or by mailing it, postage prepaid, addressed to such Unit Owner at his address as it appears upon the records of the Trustees, at least five (5) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given, or such longer period of time as may be required by the specific terms of this instrument. The foregoing notwithstanding, notice shall be deemed effective on the date it is personally delivered to the Unit Owner. Unit Owners may waive notice by duly executing an appropriate waiver of notice.

SECTION 8 - INSPECTION OF BOOKS; REPORTS TO UNIT OWNERS

Current copies of this Trust, by-laws and rules and regulations for the Condominium shall be made available and all books, accounts, records and financial statements of the Trustees shall be open to inspection to any one or more of the Trustees and the Unit Owners, lenders and holders, insurers or guarantors of any first mortgage at all reasonable times during normal business hours or under other reasonable circumstances. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the operations of the Trustees for such year, which shall include financial statements in such summary form and only in such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees, given by registered or certified mail, within a period of one (1) month of the date of receipt by him, shall be deemed to have assented thereto. Any holder, insurer or guarantor of a first mortgage shall be entitled, free of charge, upon written request to an audited financial statement for the immediately preceding fiscal year furnished within a reasonable time following such request.

SECTION 9 - CHECKS, NOTES, DRAFTS AND OTHER INSTRUMENTS

Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by the one (1) Trustee, or by any person (who may be one of the Trustees) to whom such power may at any time, or from time to time, be designated by not fewer than 100% of the Trustees.

SECTION 10 - FISCAL YEAR

The fiscal year of the Trust shall be the calendar year.

SECTION 11 - MAINTENANCE AND REPAIRS

A. All maintenance and replacement of and repairs to any unit, ordinary or extraordinary other than to the Common Elements contained therein not necessitated by the negligence, misuse or neglect of the owner of such unit and to the doors and windows, and to electrical, plumbing, and heating fixtures within the unit or belonging to the Unit Owner which are not a part of the Common Elements, and the washing of exterior glass of his unit shall be done by the Unit Owner at the Unit Owner's expense, excepting as otherwise specifically provided herein. Each Unit Owner shall be responsible for all damage to any and all other units and to the Common Elements that his failure so to do may engender.

B. All maintenance, and replacements of and repairs to the Common Elements as defined in the Master Deed, and all maintenance, and replacement of and repairs to the exterior walls of the building and to structural parts of the building, shall be made by the Trustees and shall be charged to each of the Unit Owners as a common expense, excepting to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner. All of the Common Elements of the Condominium which are subject to exclusive easement and rights of use appurtenant to the Units as such may be designated on the Plans hereto and designated in the Master Deed and Declaration of Trust, shall be maintained in good repair and, if necessary, replaced by, and at the sole expense of the Unit Owner or Owners benefitting from such exclusive easement and right of use, unless otherwise provided in the Master Deed (who shall also reimburse the trust for the cost of any repairs or damage thereto caused or permitted by such Unit Owner's negligence, misuse or neglect).

ARTICLE VI

RIGHTS AND OBLIGATIONS OF THIRD PARTIES DEALING WITH THE TRUSTEES; LIMITATIONS OF LIABILITY

SECTION 1 - No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in said Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees hereunder or be affected with any notice, implied or actual, otherwise than by a certificate thereof, and such record or certificate shall be conclusive evidence of the personnel of said Trustees and of any changes therein. The receipts of the Trustees, or any one or more of them, shall be effectual discharges therefrom to the persons paying or delivering the same, and no person from whom the Trustees, or any one or more of them, shall receive any