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AMENDED AND RESTATED BYLAWS OF MOTHER BROOK CONDOMINIUM ASSOCIATION

THESE AMENDED AND RESTATED BYLAWS are entered into as of this 31st day of January, 2009 by the Mother Brook Condominium Association. This document amends and restates the Bylaws of the Mother Brook Condominium dated as of July 12, 2006, and recorded with the Suffolk Registry of Deeds in Book 39983, Page 328.

CHAPTER 1 GENERAL PROVISIONS

1.1 Application. The management of Mother Brook Condominium shall be regulated and governed by these Bylaws. All present and future Unit Owners, including any and all Secondary Unit Owners, and all visitors, tenants, customers, visitors or persons who in any way use any of the facilities of Mother Brook Condominium shall be subject to these Bylaws. The acceptance of a deed, execution of a lease, or any act of occupancy of or related to any Unit shall constitute acceptance by the actor that these Bylaws are effective and binding upon it, its heirs, successors and assigns.

1.2 Severability. The invalidity of any portion or portions of these Bylaws shall not cause any other portion hereof to be invalid or unenforceable.

1.3 Construction. These Bylaws shall be interpreted liberally so as to give effect to and assist and aid in the implementation of the overall plan for the management of the Condominium. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference to the plural shall also be included where the same would be appropriate and vice versa.

1.4 Amendment. These Bylaws may be amended only by a vote of Unit Owners owning at least a sixty-seven percent (67%) Interest in the Condominium at a duly held meeting of the Association. Such an amendment shall become effective only upon the recording of a copy thereof in the Registry of Deeds, signed and acknowledged in proper form for recording by the President of the Management Board, who certifies under oath in such instrument that the amendment has been approved by the requisite vote of the Unit Owners. Notwithstanding any contrary or inconsistent provision in these Bylaws, for so long as Declarant owns one or more Units in the Condominium or has the right to exercise any of its Development Rights in accordance with Article 14 of the Master Deed, dated as of July 12, 2006 and recorded with the Suffolk Registry of Deeds in Book 39983, Page 289 (as the same may be amended, the "Master Deed"), any amendment to these Bylaws must be consented to and signed by Declarant. Furthermore, notwithstanding anything to the contrary contained herein, any amendment to these Bylaws which deprives any Unit Owner of any consent rights hereunder must be consented to by each Unit Owner so affected.

Attested and
 Francis M. Rourke
 Register of Deeds

One Westinghouse Plaza, Hyde Park

1.5 Definitions. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Master Deed.

1.6 Applicability of Bylaws to Secondary Condominium. Subject to the provisions of Chapter XII hereof, the terms and provisions of these Bylaws are applicable to and shall govern the Secondary Condominium and the Secondary Units contained therein.

CHAPTER II MAINTENANCE, REPAIR AND REPLACEMENT

2.1 Units. Except as otherwise expressly set forth herein with respect to restoration after fire or other casualty of any Building which contains two or more Units (or portions thereof) or which contains one or more Units (or portions thereof) and a Limited Common Area Building, each Unit Owner shall be responsible for all maintenance, repair and replacement of each and every part of its Unit and any entrances to its Unit, including, but not limited to, all utility equipment and facilities serving solely its Unit, and for all maintenance, repair and replacement of each and every part of any Limited Common Element appurtenant to its Unit, all at its sole cost and expense. Each Unit Owner shall be responsible for payment of utilities attributable to its Unit (and such Limited Common Elements). Each Unit Owner shall maintain, or cause to be maintained, in a safe, clean and tenantable condition and in good order and repair, its Unit (and such Limited Common Elements) and any entrances to its Unit, including, but not limited to, all utility equipment and facilities serving solely its Unit (or such Limited Common Elements) and the replacement of any broken glass in any interior or exterior windows or doors facing such Unit or such Limited Common Element with glass of a type and quality approved by the Management Board.

2.2 Common Elements.

(a) The Association shall be responsible for the maintenance, repair and replacement of all Common Elements (other than Limited Common Area Buildings and all other Limited Common Elements which, in accordance with the terms of the Master Deed and these Bylaws, are to be maintained, repaired and replaced by the Unit Owner of the Unit to which such Limited Common Elements are appurtenant), and shall also be responsible for keeping the same, or causing the same to be continuously kept, in good condition and repair, in a safe and sound condition, and clean and free of rubbish, debris, and other hazards to persons using the same, including, without limitation, keeping all sidewalks and parking areas free of ice and snow.

(b) The Association shall maintain all portions of the General Common Elements in the same general condition and shall not favor any one Unit, area or portion of the Condominium in the maintenance thereof.

(c) All expenses of the Association in connection with maintenance, repair and replacement described in Section 2.2(a) ("Common Expenses") shall be

assessed against the Unit Owners as provided below in accordance with each Unit Owner's Interest in the Condominium as set forth in Exhibit B of the Master Deed, as the same may be adjusted in accordance with the Master Deed. Notwithstanding the foregoing, the cost of the Casualty Insurance obtained by the Association in accordance with Section 8.1(b) of these Bylaws on any Building which contains two or more Units (or portions thereof) or which contains one or more Units (or portions thereof) and a Limited Common Area Building shall be assessed against the Unit Owners of such Units in proportion to the value that such Unit (or the portion thereof located within the subject Building) bears to the value of all Units with respect to which such Casualty Insurance is carried by the Association. The Treasurer of the Association, or the Agent appointed under Section 6.1 shall approve vouchers for payment of expenses incurred in connection with such maintenance, repair and replacement.

2.3 Access. The Association, or the Agent, as the case may be, shall have access to each Unit (and to each Limited Common Area Building and Secondary Unit) from time to time during reasonable hours for the maintenance, repair or replacement of any of the General Common Elements accessible therefrom or for making emergency repairs therein necessary to prevent damage to the General Common Elements or to another Unit, provided that the Association or the Agent shall give prior written notice to the Unit Owner or Secondary Unit Owner of the accessed Unit, Secondary Unit or Limited Common Element prior to entry in non-emergency situations, which notice shall be given as far in advance as is reasonable under the circumstances; and provided further that, in exercising such access rights, the Association, or the Agent, as the case may be, shall make all reasonable efforts to minimize any interference with the use of such Unit and such occupants' access thereto.

2.4 Common Element Maintenance Costs. The Treasurer or the Agent, as the case may be, shall include in its fiscal budget estimated costs of maintaining, repairing and operating the Common Elements (other than the Limited Common Area Buildings and other Limited Common Elements which, in accordance with the terms of the Master Deed and these Bylaws, are to be maintained, repaired and replaced by the Unit Owner of the Unit to which such Limited Common Elements are appurtenant), including taxes, if any, insurance premiums pertaining to the Condominium, reasonable capital reserves, and fees for the Agent ("CAM Costs"), for the next succeeding year. The CAM Costs included in the fiscal budget shall be based on the preceding year's actual CAM Costs plus reasonable estimates of increases or decreases to such CAM Costs. Notwithstanding the foregoing, the initial fiscal budget shall be solely determined by the Treasurer based on its reasonable estimate of CAM Costs to be incurred during the first year of the Condominium.

2.5 Taxes. The Unit Owners shall cooperate in undertaking to obtain separate tax assessments for their respective Units and for the Limited Common Area Buildings within the Condominium. Each Unit Owner shall pay or cause to be paid all taxes levied against its Unit, including the Limited Common Elements appurtenant thereto.

Until such time as the Units and the Limited Common Area Buildings are separately taxed and assessed, the Treasurer shall include in its fiscal budget reasonable estimates of taxes and assessments attributable to the Land and all the improvements located thereon, and such taxes and assessments shall be assessed against the Unit Owners as provided in Chapter V and based on the Interest in the Condominium for each Unit Owner.

In the event a Unit Owner fails to pay taxes levied against its Unit or any Limited Common Area Building appurtenant thereto when due, as provided in this Chapter, the Association may pay such taxes if such taxes are delinquent and the defaulting Owner has not commenced and is not duly prosecuting a contest of such taxes. In such circumstance the Association is hereby authorized to levy a special assessment against the defaulting Unit Owner and exercise its lien rights in accordance with Chapter V.

CHAPTER III OFFICERS

3.1 President. The Association shall designate a President who shall, when present, preside at all meetings of the Association and all meetings of the Management Board. The Association hereby designates James Burke as President.

3.2 Treasurer. The Association shall also designate a Treasurer. The Treasurer shall have charge of all funds of and perform such other duties as directed by the Association. The Treasurer shall keep and maintain books and records relating to the financial affairs and shall keep full and accurate accounts of all receipts and disbursements in the books and records of the Association and shall maintain such bank accounts as are approved by the Association. The Treasurer may be required to be bonded as determined by the Association. The Treasurer shall prepare a budget in advance, no later than forty-five (45) days prior to the beginning of each fiscal year of the Association for the review and approval of the Management Board. The initial budget shall be prepared by Declarant prior to the establishment of the Condominium. The Association hereby designates Andrew Bloch as Treasurer.

3.3 Secretary. The Association shall also designate a Secretary. The Secretary shall keep a record of all meetings of and actions by the Association and the Management Board. The Secretary shall keep all records, documents and other papers of the Association and the Management Board. The Secretary shall notify the Association and the Management Board of meetings and other actions by the Association and the Management Board which require written consents. The Association hereby designates Marcus DeFlorimonte as Secretary.

3.4 Vice-Presidents. The member(s) of the Association representing each Unit in the Condominium other than Unit 1 and Unit 2 may name one (1) Vice-President to represent such Unit.

3.5 Term. Any member of the Management Board may hold more than one (1) office. An office shall be held until the Association names a new officer or until the officer resigns or otherwise vacates the office. Except as provided herein, there shall be no limit on the number of terms (successive or otherwise) a particular individual may serve as an officer of the Management Board. Any replacement officer of the Association shall be designated by the Association at a meeting of the Association. Any replacements for President and Treasurer shall be designated by the member(s) of the Association representing Unit 2, any replacement for Secretary shall be designated by the member(s) of the Association representing Unit 1, and any replacements for the Vice Presidents shall be designated by member(s) of the Association representing the Unit which designated the Vice President being replaced. Appointment of an officer by the Secondary Condominium shall be subject to the provisions of Section 12.3 hereof. No additional officers shall be named without an amendment of the Bylaws. With the exception of the Declarant and the officers named herein, each officer must (i) own a Unit or Secondary Unit or be an affiliate of an owner of a Unit or Secondary Unit; (ii) be a permitted tenant or occupant of a Unit or Secondary Unit; (iii) be an officer, manager, shareholder, partner, principal, director, trustee, beneficiary, employee or attorney-in-fact of a Unit or Secondary Unit Owner, or an affiliate thereof, or (iv) be a Mortgagee of a Unit or Secondary Unit or an affiliate thereof or an employee of a Mortgagee or an affiliate thereof.

3.6 Compensation of Officers. No officer shall receive any compensation unless approved unanimously by all members of the Association.

3.7 Membership in the Association. All Unit Owners shall hold a membership interest in the Mother Brook Condominium Association. The membership interest held shall be in accordance with the Interest in the Condominium of such Unit Owner as set forth in Exhibit B of the Master Deed.

3.8 Indemnity. Each officer as member of the Management Board shall be entitled to indemnity both out of the Condominium property and by the Unit Owners against any liability incurred in the execution of such officer's duties hereunder, including, without limitation, liabilities in contract, in tort and for damages, penalties, and fines, but not occasioned by such officer's own personal and willful malfeasance and defaults.

CHAPTER IV MEETINGS, NOTICES, VOTING

4.1 Management Board. Regular meetings of the Management Board shall be held at the Condominium premises or such other reasonable place and at such time and dates as shall be determined from time to time by a majority vote of the Management Board (but in no event less than twice annually). Written notice of any such meeting shall be given to each member of the Management Board at least fifteen (15) days prior to the date named for such meeting.

4.2 Association. There shall be an annual meeting of the Association on the first Tuesday of June in each year at the Condominium premises at 11:00 A.M. or at such other reasonable place and time as may be designated by a majority of the Management Board by written notice to the members of the Association. Special meetings of the Association may be called by the President of the Management Board or upon a petition signed by at least one (1) Unit Owner presented to the Secretary of the Management Board. Written notice of such special meeting shall state the time, date and place of such meeting and the purpose thereof and shall be delivered to all members of the Association at least fifteen (15) days in advance of any such meeting. No business shall be transacted at a special meeting except as stated in the notice.

4.3 Notice. Any notice or written consent to be given to or solicited from any Unit Owner or member of the Association under the Condominium Documents shall be in writing and shall be deemed given, made or communicated when personally delivered or when received, if sent by United States registered or certified mail, postage prepaid (return receipt requested) or sent by national overnight courier or express service (which requires a signed receipt by the addressee or its agent) addressed, if to a Unit Owner or member of the Association, to its representative at the address as shown in the notice required to be filed with the Management Board pursuant to Section 6(b)(iii) below, if to the Management Board, or an Officer of the Management Board, at its address set forth in the Master Deed or at such other address as the Management Board shall notify the members of the Association. The date of receipt shall be the date of the return receipt or the date of refusal of receipt by the addressee or its agent. No further proof of the receipt of notice shall be required.

4.4 Waiver of Notice. Notice shall be deemed waived by those members who are present in person or by proxy at any meeting of the Association or Management Board, and by a member of the Association or an officer of the Management Board who signs a written waiver of notice.

4.5 Quorum. The presence in person, by telephone, or by proxy of a majority of the membership interests in the Association, or of the officers of the Management Board at any meeting shall constitute a quorum. Unless otherwise required by these Bylaws or by the Master Deed, the Association and Management Board shall conduct their business by majority vote of the Interest in the Condominium, or a majority of officers of the Management Board, as the case may be, whether or not present at the meeting, provided a quorum is present at such meeting, with each member of the Association and each officer of the Management Board, as the case may be, being entitled to a vote valued as set forth below.

In the absence of quorum, a majority of those present may vote to adjourn the meeting to a time not more than thirty (30) and not less than seven (7) days after the date of the original meeting. The Secretary shall cause notices of said adjourned meeting and the reasons therefor to be mailed to all members of the Association or all officers of the Management Board, as the case may be, within three (3) days of such adjournment.

4.6 Voting.

(a) Management Board. Each officer of the Management Board shall have one (1) vote. If there shall be a tie vote on any matter, then the President of the Management Board shall be entitled to cast a tie-breaking vote.

(b) Association. For each Unit it owns, regardless of the number of Units owned, each member of the Association shall be entitled to cast a vote proportionate to that Unit's Interest in the Condominium, as set forth in the Master Deed. The Declarant shall likewise be entitled to cast votes proportionate to the Interest in the Condominium for each Unit that it owns.

(i) All rights of a member of the Association under this Declaration may be exercised by written proxy. The Management Board shall make any necessary determinations in its reasonable business judgment as to the validity of proxies.

(ii) Any Unit Owner may collaterally assign its vote as a member of the Association to a first mortgagee of record, which mortgagee shall comply with subsection (iii) below.

(iii) Each Unit Owner shall file a written notice with the Secretary of the Management Board designating the individual representative (who may be an officer of the Management Board) who shall vote at meetings of the Association, give or withhold consents as required under the Condominium Documents or as required by the Management Board and receive all notices and other communications from the Management Board or other members of the Association on behalf of such member. Such notice shall state the name and address of the voting representative, the Unit or Units owned by the Owner and the name of the Owner. Such representative's name or address may be changed by the Unit Owner at any time by filing a new notice in the manner herein provided.

4.7 Action Without Meeting. The Association and the Management Board may act without the necessity of a meeting by a written consent to action signed by the members of the Association or the officers of the Management Board holding the requisite percentage of votes, as provided below, and filed with the records of the meetings of the Association or Management Board. Such consents shall be treated for all purposes as a vote at a meeting. Written consents shall be solicited from all members of the Association or all of the officers of the Management Board, as the case may be, at least thirty (30) days prior to the date by which consents must be received. Such solicitations shall specify (a) the votes needed to meet any quorum requirement; (b) the action to be voted on and the value of votes necessary to approve the action; and (c) the date by which ballots must be received in order to be counted in the total number of votes cast. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) ballots representing the members of the Association or the Officers of the Management Board which equal or exceed the quorum which would be required if the action were taken at a meeting; and (ii) approvals which equal or

exceed the votes which would be required for approval if the action were taken at a meeting at which the total value of votes cast was the same as the total value of ballots cast.

CHAPTER V ASSESSMENTS AND LIENS

5.1 Accounting Period. The fiscal year of the Association shall be a calendar year, unless changed by action of the Management Board for accounting reasons or other good cause.

5.2 Liability for Expenses. Except as otherwise expressly provided in these Bylaws, all expenses of the Association shall be assessed to the Unit Owners in proportion to their respective Interest in the Condominium, as set forth in the Master Deed, as it may be adjusted pursuant to the Master Deed.

5.3 Regular Assessments.

(a) Each Unit Owner's share of the current fiscal year's budget as adopted by the Management Board shall be assessed to the Unit Owners each fiscal year. If the assessments prove insufficient, the Management Board may at any time levy a further assessment upon the Unit Owners.

(i) All assessments shall be due and payable in twelve (12) equal monthly installments on the first day of each month. No Unit Owner may exempt himself from liability for assessments by waiving or abandoning his use or enjoyment of his Unit.

(ii) Failure to determine assessments for a twelve (12) month period in the manner prescribed above shall not be interpreted as a waiver or amendment of those provisions, nor a release of any Unit Owner from its obligation to pay for such assessments when such assessment is actually fixed.

(b) Any Unit Owner or its mortgagee may, upon ten (10) days' prior written notice, but not more often than once annually, perform or have performed an audit of the books and records of the Association at such Unit Owner's or mortgagee's cost and expense. If such audit discloses any overpayment by such Unit Owner, the Association shall remit such overpayment upon demand or credit such Unit Owner on the next assessment. If such audit shall establish that the Unit Owner has been overcharged for any calendar year by an amount in excess of five percent (5%) of the actual CAM Cost attributable to such Unit Owner for said calendar year, then the Association shall also pay for the reasonable third-party out-of-pocket cost of such audit. The Association shall maintain, for at least three (3) years following the subject fiscal year, accurate and complete books and records of all maintenance, repairs and replacements of the General Common Elements, however, the aforementioned audit rights shall terminate six (6) months after the close of the subject fiscal year.

(c) In the event of a material breach by the Association or the Agent of their obligations which requires emergency maintenance or emergency repair of the General Common Elements, any Unit Owner shall be have the right, upon no less than seventy-two (72) hours' prior written notice to the President of the Management Board, to perform such maintenance and repair and, upon further prior written notice to the President of the Management Board, to offset the reasonable costs of maintenance and repair actually incurred against the Unit Owner's monthly payments of the annual assessment or to be reimbursed by the Association for such reasonable costs.

5.4 Special Assessments.

(a) The cost of any maintenance and repair performed by the Association which, according to the Master Deed or these Bylaws, is to be borne by individual Unit Owners rather than by the Association, shall be wholly assessed to the Unit Owner who owns the Unit upon for which such work has been performed for the actual cost of the work performed, as provided herein. Payment of such assessments shall be due thirty (30) days after a statement thereof, together with invoices and receipts evidencing all amounts then due, is delivered by the Association to the Unit Owner. The cost of any maintenance or repair to the Common Elements necessitated by the negligence, misuse or neglect of a Unit Owner also shall be assessed directly to such Unit Owner.

(b) Special assessments in addition to budgeted assessments for the purposes of the Association or for necessary or appropriate improvements to Common Elements (but specifically excluding the Limited Common Area Buildings and all other Limited Common Elements) may be made with the approval of the Management Board. Such special assessments shall be assessed to the Unit Owners in proportion to their respective Interest in the Condominium and shall be due and payable as determined by the Management Board, but not less than thirty (30) days after a statement thereof accompanied by receipts and invoices is delivered to the Unit Owners.

5.5 Effect of Non-Payment of Assessments.

(a) Each assessment and each installment thereof shall constitute a separate, distinct and severable obligation of the Unit Owner against whom it is assessed. Assessments not paid within thirty (30) days of when due shall incur interest at the prime rate plus three percent (3%), as published from time to time in the Wall Street Journal (or the highest rate permitted by law, whichever is lower) plus costs of collection including reasonable attorneys' fees. ANY SUCH ASSESSMENT OR INSTALLMENT NOT PAID WITHIN THIRTY (30) DAYS OF WHEN DUE, PLUS INTEREST, AND ALL COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEYS' FEES, SHALL CONSTITUTE A LIEN UPON THE UNIT OR UNITS OWNED BY THE DEFAULTING OWNER.

(b) When any portion of a Unit Owner's assessment has been delinquent (i.e. not paid when due) for at least sixty (60) days, the Management Board may proceed as provided in Chapter 183A. The lien of the Association may be enforced as set forth in Chapter 183A in addition to any other remedies available at law or hereunder to the Association. Included in such remedies is the right of the Association to foreclose said lien in the same manner as the holder of a mortgage deed may foreclose under a power of sale clause contained in such mortgage deed. In any such foreclosure sale, the proceeds shall be reduced by the costs and expenses thereof, including reasonable attorneys' fees. The Association may purchase at any such foreclosure sale and may hold, lease, mortgage, or sell any property acquired thereat.

(c) The lien and personal obligations of Secondary Unit Owners are set forth in Chapter XII hereof. The Management Board may bring an action to recover any delinquent assessment with respect to the Secondary Condominium against the Secondary Unit Owners to the extent their respective percentage interests in the Secondary Condominium, or by foreclosure of the liens on Secondary Units, as more particularly described in Chapter XII hereof, and such shall be provided for in the master deed of the Secondary Condominium.

(d) Upon foreclosure of said lien against any Unit Owner (or Secondary Unit Owner), said Unit Owner (or Secondary Unit Owner) shall immediately vacate the Unit (or Secondary Unit). If said Unit Owner (or Secondary Unit Owner) fails to do so, he shall be liable for reasonable attorneys' fees necessary for the Association to obtain possession of the Unit (or Secondary Unit).

5.6 Certificate as to Assessments. Upon request of any Unit Owner or its mortgagee, the Treasurer and any other member of the Management Board (who shall not be an officer or employee of the requesting Unit Owner) shall execute a certificate in a form suitable for recording with the Registry of Deeds, indicating the amount, if any, of any assessments then overdue with respect to the Unit or Units for which such certificate is requested. Such certificate, when executed and recorded with the Registry of Deeds, shall be conclusive as to the matters contained therein.

5.7 Notice to Mortgagees. Each Unit Owner shall submit in writing to the Secretary of the Association the name and address of any mortgagee(s) of record of such Owner's Unit within thirty (30) days of the recording of such mortgage(s) at the Registry of Deeds. Upon written request addressed to the Association by a first mortgage of any Unit of whom the Association has been notified as aforesaid ("Registered Mortgagee"), the Association shall notify such Registered Mortgagee of any default by such Unit Owner hereunder, and such Unit Owner shall not be deemed to be in default hereunder provided that (i) such Registered Mortgagee notifies the Management Board that it shall cure such default; (ii) such default is cured by such Registered Mortgagee (A) within thirty (30) days of its receipt of such notice with respect to any monetary defaults, or (B) provided that such Registered Mortgagee has commenced such cure and is diligently pursuing the same to completion, as promptly as reasonably practicable with respect to non-monetary defaults (but in no event shall such Registered Mortgagee have more than

one hundred eighty (180) days to cure any such non-monetary default). Any mortgagee 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 assessments which accrued prior to the time such mortgagee came into possession of such Unit except to the extent of the limited priority lien provided for under Chapter 183A, Section 6(c). A mortgagee holding a mortgage of record on a Secondary Unit of which the Secondary Unit Owner affected or such mortgagee has given the Secondary Management Board written notice, specifying the address to which notices are to be sent in all instances when written notice is required to be given by the terms and provisions of the Condominium Documents or by law, shall be entitled to all notices required to be given to Registered Mortgagees under these Bylaws provided, however, that the Secondary Management Board of such Secondary Condominium shall be responsible for the distribution of all such notices to such mortgagees, which responsibility shall be acknowledged and affirmed in the bylaws of the Secondary Condominium.

5.8 Surplus/Deficiency.

The Management Board shall prepare a year-end reconciliation comparing the actual expenses incurred by the Association against the fiscal budget for the year in question within forty-five (45) days after the year end and provide a copy of such reconciliation to each Unit Owner.

(a) Any surplus funds as determined by such year-end reconciliation comparing the actual expenses incurred by the Association against the fiscal budget for the year in question may be retained by the Association and applied toward the next year's expenses as a credit to all of the Unit Owners based on their Interests in the Condominium. In the event the Association votes for the Unit Owners to receive a refund of the surplus, such refund shall be paid within thirty (30) days of the vote thereon.

(b) If a Unit Owner's payment exceeds such Unit Owner's share of the costs incurred, such surplus shall be retained by the Association and credited against the assessment next thereafter due. If a Unit Owner's payment is less than such Unit Owner's share of the expenses incurred, such Unit Owner shall promptly forward any balance owed to the Association. Upon resolution of any dispute, such Unit Owner or the Association, as the case may be, shall pay or credit the difference as required hereunder.

5.9 Reserve Fund. The Association shall maintain a reasonable capital replacement reserve fund for the General Common Elements unless this requirement is waived upon the vote of the Association. Declarant shall make payment to the reserve fund for any Unit it owns.

CHAPTER VI MANAGEMENT PERSONNEL

6.1 Managing Agent. The Management Board may appoint a managing agent ("Agent") to administer the Condominium and act for the Association. The Agent shall be responsible for the creation of a budget (along with the Treasurer), collection of assessments, the payment of expenses, the custody of funds and of all other services, duties, functions and responsibilities of the Association, including without limitation, if the appointment so directs, some of the functions of the officers of the Management Board under the Condominium Documents. The Management Board shall, however, always retain the responsibility to approve or disapprove the budget as set forth herein. Records shall be kept by the Agent and shall be available for inspection as set forth in Chapter 183A. The Management Board may execute a commercially reasonable management agreement with the Agent for a period of not to exceed two (2) years. In the event the Agent has an interest in or is affiliated with or under common control with or owned by any Unit Owner or member of the Management Board, any fees payable to such Agent shall be consistent with generally prevailing rates for such services in the area in which the Condominium is located. The cost of the Agent, and all fees or commissions relating thereto, shall be included in the CAM Costs or expenses provided for under Chapter II.

6.2 Personnel. The Agent may, to the extent provided in its management agreement, employ such personnel as may be reasonably needed in the performance of its duties, and the costs thereof shall be included in the CAM Costs.

CHAPTER VII RULES AND REGULATIONS

7.1 The Management Board may from time to time establish reasonable rules and regulations for the operation of the Condominium that reflect the needs and desires of the Unit Owners provided the same are consistent with the Condominium Documents concerning the use and operation of the Common Elements. All rules and regulations shall be enforced uniformly and in a non-discriminatory manner. Copies of the rules and regulations shall be furnished to all Unit Owners thirty (30) days prior to the same becoming effective.

CHAPTER VIII INSURANCE

8.1 Insurance to be Maintained by Association.

(a) The Association shall maintain, or cause to be maintained, for the Condominium, including the Common Elements (but specifically excluding the Limited Common Area Buildings), general public liability insurance against claims for personal injury or death and property damage occasioned by accident occurring upon, in or on the

Condominium, including the Common Elements (but specifically excluding the Limited Common Area Buildings), such insurance in each case to afford protection to the limit of not less than Two Million Dollars (\$2,000,000.00) in respect to injury or death to any one person and to a limit of not less than Five Million Dollars (\$5,000,000.00) in respect of the injury or death to any number of persons arising out of any one accident, such insurance against property damage to afford protection to the limit of not less than Five Hundred Thousand Dollars (\$500,000.00) in respect to any instances of property damage or such higher amounts of coverage as the Management Board may from time to time determine.

(b) The Association shall obtain and maintain, to the extent reasonably available, casualty, fire and extended coverage, vandalism and malicious mischief insurance ("Casualty Insurance") on the Common Elements (but specifically excluding the Limited Common Area Buildings therefrom), the total amount of such insurance, before application of any deductible (which shall not exceed but may be less than \$10,000.00), to be not less than one hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavating, foundations and other items normally excluded from casualty policies, and the Association shall apply all proceeds from such Casualty Insurance to the repair or the reconstruction of the Common Elements (specifically excluding the Limited Common Area Buildings therefrom). In addition, the Association shall obtain and maintain, to the extent reasonably available, Casualty Insurance on any Building which contains two or more Units (or portions thereof) or which contains one or more Units (or portions thereof) and a Limited Common Area Building (but specifically 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 or Limited Common Area Building), the total amount of such insurance, before application of any deductible (which shall not exceed but may be less than \$10,000.00), to be not less than one hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavating, foundations and other items normally excluded from casualty policies, and the Association shall apply all proceeds from such Casualty Insurance to the repair or the reconstruction of such Units and/or Limited Common Area Buildings.

(c) The Association may obtain and maintain, to the extent reasonably available, environmental insurance ("Environmental Insurance") on the Common Elements (but specifically excluding the Limited Common Area Buildings therefrom), with such limits and deductibles as the Management Board shall reasonably determine. The Association shall apply all proceeds from the Environmental Insurance to remediation costs or other costs of the nature covered by such insurance.

(d) All insurance policies obtained by the Association shall be written in the name of and all proceeds payable thereunder shall be paid to the Association, the officers of the Management Board, the Agent and employees of the Association, the Unit Owners, and the mortgagees of the Units, as their respective interests may appear. All such insurance shall be effected under a valid and enforceable policy issued by an insurer

of recognized responsibility licensed to conduct business in the Commonwealth of Massachusetts with an A.M. Best's insurance rating of A-IX or better. Certificates of such insurance indicating on its face that such certificate is issued under a policy obtained pursuant to these Bylaws shall be delivered to each Unit Owner or its Registered Mortgagee within thirty (30) days after any person or entity becomes a Unit Owner as provided herein and renewals of such certificates of insurance shall be delivered to each Unit Owner or its Registered Mortgagee not less than thirty (30) days prior to the expiration date of the expiring policy. Any policy required by this Section shall provide that such policy shall not be canceled or materially amended without at least thirty (30) days prior written notice to the Association and all Registered Mortgagees. All original insurance policies and endorsements thereto shall be held by the Association. Duplicate originals of all policies of physical damage insurance, if any, and all renewals thereof, together with proof of payment of premiums, shall be delivered to any mortgagee of a Unit upon its request at least thirty (30) days prior to the expiration of the then current policies. The Management Board shall have authority to negotiate and adjust losses under all insurance policies obtained by the Association.

(e) The Casualty Insurance policy shall be primary and contain waivers of subrogation and waivers of any reduction of pro rata liability of the insurer as a result of any insurance carried by the Unit Owners or of any invalidity arising from any acts of the insured or any Unit Owner.

(f) The fiscal budget created by the Treasurer or the Agent, as the case may be, shall include an estimate of the amount of such premiums and the Agent, or the Management Board, shall be responsible for maintaining the foregoing insurance and causing to be paid the premiums therefor.

8.2 Insurance to be Maintained by Unit Owners.

(a) Each Unit Owner shall obtain liability insurance for its Unit and any Limited Common Area Buildings appurtenant thereto, with coverages of the types and in the amounts as described above for the Condominium.

(b) Each Unit Owner of a Unit which constitutes (or a portion of which constitutes) the entirety of any Building will keep, or cause to be kept, its Unit (or the portion of such Unit which constitutes the entirety of any Building) and any Limited Common Area Buildings appurtenant thereto insured against loss under policies of Casualty Insurance in amounts sufficient to restore the same to or replace such Unit (or such portion of the Unit which constitutes the entirety of a Building) and any Limited Common Area Buildings appurtenant thereto with buildings and improvements of comparable size and of at least the quality thereof as original designed. Furthermore, each Unit Owner shall be responsible for insuring those contents of such Unit Owner's Unit or Limited Common Area Building appurtenant thereto that are not as a matter of law part of the real estate comprising such Unit or Limited Common Area Building, for the full replacement value, including the appliances, fixtures, furniture, wall coverings, floor coverings and furnishings.

(c) Each Secondary Unit Owner shall maintain liability insurance and Casualty Insurance on its Secondary Unit with coverages of the types and in the amounts as described above for the Unit Owners.

(d) Each Unit Owner (and Secondary Unit Owner) hereby releases the other Unit Owner(s) (and Secondary Unit Owner(s)) and their respective tenants and occupants from any liability for (a) any loss or damage to the property of each Unit Owner (and Secondary Unit Owner) and its respective tenants and occupants located in its Unit (or Secondary Unit) or any Limited Common Area Buildings appurtenant thereto, (b) any loss or damage to buildings or other improvements in the Condominium (or the Secondary Condominium) or the contents thereof, and/or (c) any other direct or indirect loss or damage caused by fire or other risks, which loss or damage under clause (a), (b) and/or (c) of this Section is covered by property insurance policies required to be carried under Section 8.2(b). Each Unit Owner (and Secondary Unit Owner) shall obtain, for the benefit of the Association and the other Unit Owners (and Secondary Unit Owners) and their respective tenants and occupants, a waiver of any right of subrogation which the fire and extended coverage insurer of such Unit Owner (or Secondary Unit Owner) may acquire against the Association and the other Unit Owners (and Secondary Unit Owners) and their respective tenants and occupants by virtue of the payment of any such loss covered by such insurance. The foregoing waiver and release shall be operative only so long as the same shall not preclude the Association or any Unit Owner (or Secondary Unit Owner) from obtaining insurance, and shall have no effect to the extent that it diminishes, reduces, or impairs the liability of any insurer or the scope of any coverage under any policy applicable to any portion of the Condominium (or the Secondary Condominium) or any buildings therein.

CHAPTER IX RECONSTRUCTION OR REPAIR

9.1 Repair and Restoration.

(a) Management Board to Repair or Restore. In the event of damage to or destruction of the Common Elements (excluding the Limited Common Area Buildings) as a result of fire or other casualty, or in the event of damage to or destruction of any Unit or Limited Common Area Building (or portion thereof) on which Casualty Insurance is carried by the Association in accordance with Section 8.1(b) hereof as a result of fire or other casualty, whether or not the Common Elements have been damaged or destroyed, the Management Board shall promptly adjust the loss, contract for the prompt repair or restoration of the Condominium (including the Common Elements, Units, and/or Limited Common Area Buildings covered by such Casualty Insurance), 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, unless with respect to damage or destruction of the Common Elements, all Unit Owners and all Registered Mortgagees or, with respect to the damage or destruction of any Unit or Limited Common Area Building (or portion thereof) on which Casualty Insurance is carried by the Association in accordance with Section 8.1(b)

hereof, all of the Unit Owners and the Registered Mortgagees of such Units and/or Limited Common Area Buildings (or portions thereof) located within any Building damaged by such casualty agree that repair or restoration of the loss shall not be undertaken.

If all Unit Owners and all Registered Mortgagees agree that repair or restoration of the Common Elements (excluding the Limited Common Area Buildings) shall not be undertaken, 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. The net proceeds of the partition sale together with any common funds shall be divided in proportion to the Unit Owners' respective Interest in the Condominium; 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 all unpaid liens on such Unit. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A.

If all of the Unit Owners and all Registered Mortgagees of Units and/or Limited Common Area Buildings (or portions thereof) on which Casualty Insurance is carried by the Association in accordance with Section 8.1(b) hereof and which are located within any Building damaged by such casualty agree that repair or restoration of such Units shall not be undertaken, then the Management Board shall promptly adjust the loss and contract for the prompt repair or restoration of the Condominium excluding such Units and/or Limited Common Area Buildings. The Management Board shall (a) promptly raze the remainder of any Unit and Limited Common Area Building on which repair or restoration shall not be undertaken hereunder and pave over or landscape such area; (b) rebuild any walls of such Unit or Limited Common Area Building which are a Limited Common Element appurtenant to a Unit or Limited Common Area Building owned by any other Unit Owner to a condition compatible with zoning and all applicable Legal Requirements; and (c) reasonably calculate the portion of the available insurance proceeds which are attributable to the work which would otherwise have been undertaken to repair or restore such Units and/or Limited Common Area Buildings, and shall pay such portion (after deducting costs of collection, the costs of any work undertaken by the Management Board in accordance with clause (a) and (b) above, and any unpaid assessments owing from such Units) to the affected Unit Owners. Any dispute between the Management Board and the affected Unit Owners relating to such proceeds shall be submitted to arbitration.

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

(b) No Obligation to Restore or Repair Stand-Alone Units. In the event of damage or destruction of any Unit which constitutes the entirety of any Building (or a portion of which constitutes the entirety of any Building) or Limited Common Area Building which constitutes the entirety of any Building, the Unit Owner of such Unit or

Limited Common Area Building shall have no obligation to restore the same; provided, however, that such Unit Owner shall promptly, at its cost, rebuild any walls of such Unit or Limited Common Area Building which are a Limited Common Element appurtenant to a Unit or Limited Common Area Building owned by any other Unit Owner to a condition compatible with zoning and all applicable Legal Requirements. In the event such Unit Owner elects not to rebuild, such Unit Owner shall promptly raze the remainder of such Building and pave over or landscape such area. If a Building is razed pursuant to this Chapter, then unless the Management Board votes to the contrary within six (6) months of receipt of the Unit Owner's election not to rebuild, the paved over or landscaped area shall revert to being part of the Common Elements, and the Site Plan shall be amended to reflect the same and Exhibit B of the Master Deed shall be amended to proportionally readjust the Interest in the Condominium of the Unit Owners. Percentages of Interest in the Condominium shall be readjusted in accordance with the original method of computing the same set forth in the Master Deed. All such amendments shall be affected as set forth in the Master Deed. Upon such reversion, the ownership rights of the Unit Owner shall be extinguished, and, the Association shall have the right to redevelop the former Unit or Limited Common Area Building, free and clear of any rights of the former Unit Owner. In the event the Management Board votes within six (6) months of receipt of the Unit Owner's election not to rebuild not to have the paved over or landscaped area revert to being part of the Common Elements, such Unit Owner shall continue to be a Unit Owner hereunder, with all of the rights and obligations of Unit Owners hereunder, including, without limitation, the obligation to pay its share of the assessments and other charges due hereunder. Notwithstanding anything to the contrary contained herein, in the event any Limited Common Area Building is not restored following a casualty, the Land upon which such Limited Common Area Building was located shall become a Common Element and shall be subject to the Development Rights reserved by Declarant in accordance with Article 14 of the Master Deed.

(c) Notwithstanding anything to the contrary contained herein, Section 8.2 and Section 9.1(b) of these Bylaws and any other provisions contained herein or in the Master Deed with respect to casualty and condemnation for which insurance is to be maintained by Unit Owners pursuant to Section 8.2 of these Bylaws, and the availability of insurance proceeds therefor, shall be subject and subordinate to the rights of any mortgagee thereof pursuant to the provisions with respect thereto contained in any mortgage or other security instrument encumbering such Unit or Limited Common Area Building.

(d) It is hereby agreed and acknowledged that the Secondary Condominium to be located in Building C shall constitute the entirety of Building C and, therefore, that the provisions of Section 9.1(b) above shall apply to thereto. If any part of the Secondary Condominium is damaged, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as set forth in Chapter XII and in the bylaws of the Secondary Condominium.

9.2 Costs of Repair or Restoration. All insurance proceeds paid to the Management Board as trustees on account of any casualty, net of the expenses of collection thereof, shall be first applied to the repair or restoration of the loss. In the

event that the total cost of repair or restoration of the Common Elements, the Units and/or any Secondary Units, as the case may be, 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 Management Board shall assess all Unit Owners (in the case of repair or restoration of the Common Elements) or all Unit Owners of the Units and/or Limited Common Area Buildings damaged by such casualty, as a Common Expense, the amount estimated to repair or restore in excess of the insurance proceeds available therefor. If there shall be repair or restoration pursuant to the foregoing provisions and the amount of insurance proceeds exceeds the cost of such repair or restoration, then such excess of insurance proceeds, if any, (i) in the case of repair or restoration of the Common Elements, shall be added to the Association's reserve fund or, at the option of the Management Board, divided among all the Unit Owners (and their Mortgagees as their interests may appear) in proportion to their respective Percentage Interests in the General Common Elements; or (ii) in the case of repair or restoration of the Units or Limited Common Area Buildings (or portions thereof) with respect to which Casualty Insurance is carried by the Association in accordance with Section 8.1(b) hereof, shall be divided among the Unit Owners of such Units and/or Limited Common Area Buildings (and their Mortgagees as their interest may appear) in proportion to their respective share of the costs of such Casualty Insurance, calculated in accordance with Section 2.2(c) hereof.

9.3 Inspecting Engineer. In the event of any damage or destruction in excess of Two Hundred Fifty Thousand Dollars (\$250,000.00) or in any other case in which the Management Board deems it appropriate, the Management Board shall retain a registered architect or registered engineer, who shall not be directly or indirectly a Unit Owner, a Secondary Unit Owner (or an employee, agent or tenant of any Unit Owner or Secondary Unit Owner), or any officer, employee or agent of the Association or any Secondary Condominium Association (or an employee or agent of the foregoing), to supervise the work of repair or restoration for which the Management Board is responsible hereunder. In such event, no sums shall be paid by the Management Board on account of such repair or restoration except upon certification to it by such architect or engineer that (i) 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 (ii) that the estimated total costs 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 to the Unit Owners as permitted herein.

9.4 Insurance Trustee.

(a) All Casualty Insurance policies purchased by the Management Board shall be for the benefit of the Association, the Unit Owners, the Secondary Condominium Associations, the Secondary Unit Owners, their Mortgagees and the Declarant, as their interests may appear, and shall provide that all proceeds of such policies shall be paid in trust to the Management Board or the Agent as "insurance trustee" to be applied pursuant to the terms of this Article IX. This provision shall supersede any provision to the contrary contained in any mortgage.

(b) The sole duty of the insurance trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in these Bylaws, for the benefit of the insureds and their beneficiaries thereunder.

9.5 Eminent Domain. The following provisions shall control upon any taking by eminent domain:

(a) Notification of Unit Owners and Mortgagees. In the event any Unit or any portion thereof, or the Common Elements or any portion thereof, if made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Management Board promptly shall so notify each Unit Owner and each Registered Mortgagee.

(b) Management Board as Agent. In the event of a taking that affects any Common Element (but specifically excluding any Limited Common Area Buildings therefrom), the Management Board shall act on behalf of the Condominium and the Unit Owners with respect to such Common Element and receive all taking proceeds, which proceeds shall be used and distributed by the Management Board in accordance with the requirements of these Bylaws.

(c) Taking of Unit. In the event of any taking that affects a Unit or any Limited Common Area Building, each affected Unit Owner and its mortgagee shall have the right to act on its own behalf, contest the taking and receive the condemnation proceeds relative to such taking, which shall be paid to the Owner of such Unit or such Limited Common Area Building and the mortgagee thereof, as their interests may appear.

(d) Taking of Common Elements. If there is any taking of any portion of the Common Elements (but specifically excluding any Limited Common Area Buildings therefrom), the Association shall promptly and with due diligence restore such Common Elements to a condition as near as practicable to the condition thereof prior to such taking. After the restoration has been completed and the reasonable costs of collection of such award and restoration deducted from the proceeds, the excess condemnation proceeds relative to such taking shall be paid to the Unit Owners and their mortgagees in proportion to their respective Interests in the Condominium.

(e) Continuation of Condominium After Taking. In the event the Condominium continues after taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Master Deed amended accordingly, and, if any Unit or Limited Common Area Building or any portion thereof shall have been taken, then the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of Interest in the Condominium of the remaining Unit Owners. Percentages of Interest in the Condominium shall be readjusted in accordance with the original method of computing the same set forth in the Master Deed. All such amendments shall be effected as set forth in the Master Deed.

CHAPTER X REMEDIES

10.1 Default of Owner. A Unit Owner shall be deemed to be in default upon the expiration of fifteen (15) days from receipt of written notice from the Management Board specifying the particulars in which such Unit Owner has failed to perform the obligations of these Bylaws or any other Condominium Document unless that Unit Owner prior to the expiration of said fifteen (15) days, has rectified the particulars specified in said notice. However, subject to Section 5.7 hereof, such Unit Owner shall not be deemed to be in default if such failure (except the failure to pay any monetary obligations) cannot be rectified within such fifteen (15) day period despite its best efforts in good faith to do so, and such Unit Owner shall have commenced to cure the default within said fifteen (15) days and diligently pursued such cure until completion, but in no event shall a Unit Owner have more than one hundred twenty (120) days to cure a default. In the event of a default that is not curable or not cured as provided in the preceding two (2) sentences, the Management Board shall have all of the rights and remedies set forth in these Bylaws, as well as in Chapter 183A.

10.2 Other Remedies. In addition to any remedy set forth in Chapter 183A, these Bylaws or any other Condominium Document, if any Unit Owner defaults in the performance of any other material provisions of the Condominium Documents, which default continues for a period of fifteen (15) days following receipt of written notice specifying the particulars of such default, the Management Board may (but shall not be required to) cure such default and to institute legal action against the defaulting Unit Owner for specific performance, declaratory relief, damages or other suitable legal or equitable remedy. In addition to the recovery of damages and of any reasonable sums expended on behalf of the defaulting Unit Owner, the prevailing party in the action shall be entitled to receive from the other party its actual reasonable attorneys' fees and costs for services rendered to the prevailing party in any such action (including any appeal thereof). The remedies and liens provided in these Bylaws and the other Condominium Documents and the enforcement thereof as herein provided shall be in addition to and not in substitution for or exclusion of any other rights and remedies which the parties subject hereto may have under the Condominium Documents or at law or in equity. The liability of any defaulting Unit Owner hereunder is limited to such Unit Owner's interest in its Unit and the Common Elements, and no Unit Owner shall be liable for any consequential or punitive damages in connection with any such default.

10.3 No Waiver. No delay or omission by the Management Board in the exercise of any right accruing upon any default of any Unit Owner shall impair any such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by the Management Board of a breach or a default of any of the terms and conditions of these Bylaws or any other Condominium Document by any Unit Owner shall not be construed to be a waiver of any subsequent breach or default of the same or any other provision of these Bylaws or any other Condominium Document. Except as otherwise specifically provided in the

Condominium Documents, no remedy provided herein shall be exclusive, but each shall be cumulative with all other remedies provided therein and at law or in equity.

10.4 No Termination For Breach. It is expressly agreed that no breach, whether or not material, of the provisions of these Bylaws or any other Condominium Document shall entitle any Unit Owner to cancel, rescind or otherwise terminate the Condominium Documents, but such limitation shall not affect, in any manner, any other rights or remedies which the Management Board may have hereunder by reason of any breach of the provisions of the Condominium Documents.

10.5 Abatement and Enjoyment. The violation of any rule or regulation adopted by the Management Board or the breach of any provision of the Condominium Documents shall give the Management Board the right, in addition to any other rights set forth herein, to enjoin, abate or remedy by appropriate legal proceedings the continuance of any such breach, including the imposition of a lien on a Unit.

CHAPTER XI MORTGAGEE RIGHTS

11.1. Mortgagee Notices. Whenever so requested by a Mortgagee of a Unit, the Management Board shall promptly provide to such mortgagee written notification of:

- (i) any then unpaid common charges due from, or any other default by, the Unit Owner of the mortgaged Unit;
- (ii) any condemnation or casualty loss that affects a material portion of the Condominium or any Unit or Limited Common Elements on which there is a mortgage held by such mortgagee;
- (iii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Management Board or members thereof;
- (iv) any proposed action that would, under the provisions of these Bylaws or the Master Deed or Chapter 183A, expressly require the prior written consent or approval of a specified percentage of mortgagees or of such mortgagee in particular; and/or
- (v) all meetings of the Unit Owners.

11.2. Liens. All taxes, assessments and charges that may become liens prior to a mortgage held by a mortgagee on a Unit under local law shall relate only to the individual Unit and not to the Condominium as a whole. Any lien in favor of the Association for common expense assessments or other charges against any Unit shall be subordinated to the lien of any mortgage held by a mortgagee encumbering such Unit, except to the extent of the limited priority lien provided for in Chapter 183A, Section 6(c).

11.3. Priority Rights. No Unit Owner or any other party shall have a priority over any rights of a mortgagee of a Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards.

11.4. Right of First Refusal. In the event that any right of first refusal in favor of the Association or any Unit Owner is established by the Master Deed and/or these Bylaws or otherwise, then, during any period in which such right of first refusal is in effect, such right of first refusal shall not impair the rights of a mortgagee of a Unit or Limited Common Area Building or any Parking Space to: (i) foreclose or take title to such Unit and/or Limited Common Area Building or Parking Space pursuant to the remedies provided in the applicable mortgage, (ii) accept a deed (or assignment) in lieu of foreclosure in the event of a default by a mortgagor, or (iii) sell or lease such Unit, Limited Common Area Building and/or Parking Space acquired by such mortgagee under the mortgage.

11.5. Proxy of Unit Owner. If a mortgagee gives written notice to the Management Board that there is a default in a mortgage on a Unit held by it, or if a mortgagee gives written notice to the Management Board of an agreement or covenant by a Unit Owner that said mortgagee is to be a proxy of said Unit Owner, then such mortgagee shall be recognized as the proxy of the Unit Owner of such Unit for all matters concerning the Condominium until the mortgagee revokes the same by written notice to the Management Board, or such mortgage is discharged of record, provided, however, that if such mortgagee is not represented at a meeting of Unit Owners, then the Unit Owner may, notwithstanding the foregoing, cast the vote attributable to such Unit Owner's Unit. If two or more mortgagees of the same Unit give notice to seek to exercise rights hereunder, the mortgagee who holds the senior lien upon the Unit shall have the rights granted in this Section.

CHAPTER XII SECONDARY CONDOMINIUM

12.1 Secondary Condominium Documents. The master deed of the Secondary Condominium shall provide for the management and regulation of the Secondary Condominium by an unincorporated association of Secondary Unit Owners, which association shall enact bylaws pursuant to Chapter 183A consistent with the provisions of the Condominium Documents. Said master deed shall also provide for the lien required pursuant to Section 12.5 and for such other provisions that may be necessary or desirable to carry out the provisions of these Bylaws governing the Secondary Condominium.

The bylaws of the Secondary Condominium shall provide for a management board to administer the affairs of the Secondary Condominium (the "Secondary Management Board"), and for the election or appointment of such officers as are deemed necessary or desirable. The bylaws of the Secondary Condominium shall also include a provision authorizing the Secondary Management Board to vote or take any other action to be taken under these Bylaws by or on behalf of the Unit which is the subject of such

Secondary Condominium in accordance with Section 12.4 hereof. The bylaws of the Secondary Condominium may permit the Secondary Management Board to employ a managing agent for the Secondary Condominium provided that such managing agent shall be approved by the Management Board, such approval not to be unreasonably withheld. Said bylaws may also contain such other provisions that may be necessary or desirable to carry out the provisions of these Bylaws governing the Secondary Condominium.

The master deed, bylaws, rules and regulations, and all other documents governing or affecting the Secondary Condominium (collectively, the "Secondary Condominium Documents") are subject to the provisions of the Condominium Documents, as the same may be amended from time to time. In the event the Condominium Documents are amended subsequent to the creation of the Secondary Condominium, the Secondary Condominium Documents shall be deemed similarly amended, and to the extent the provisions of the Secondary Condominium Documents are found to be inconsistent with the provisions of the Condominium Documents, the provisions of the Condominium Documents shall control.

The Secondary Condominium Documents, and any amendments thereto, shall not be effective until such time as they have been approved in writing by the Management Board, such approval not to be unreasonably withheld or delayed; provided, however, that such approval of the Management Board shall be granted if the Secondary Condominium Documents are consistent with the provisions of the Condominium Documents. Upon the request of a Unit Owner seeking to create a Secondary Condominium, or a Secondary Management Board seeking to amend the Secondary Condominium Documents, the Management Board shall issue a certificate in recordable form approving said proposed Secondary Condominium Documents, or amendment thereto, provided the documents in question are consistent with the provisions of the Condominium Documents. The execution of the Secondary Condominium Documents by the Management Board shall be deemed approval of said documents hereunder.

12.2 Authorization of Secondary Management Board. For all purposes of these Bylaws, any Secondary Management Board is hereby authorized and appointed on behalf of the Unit which is the subject of the Secondary Condominium to vote or take any other action to be taken under these Bylaws by or on behalf of such Unit or its Unit Owner. Any vote or action taken or authorized by the Secondary Management Board shall bind the Secondary Condominium (and the Unit which is the subject of such Secondary Condominium) as fully as if such vote had been made or action had been taken by the original Unit Owner.

12.3 Officers of Secondary Management Board. In exercising the Unit Owner's power of appointment under Chapter III hereof, the Secondary Management Board (on behalf of the Secondary Condominium and the Unit which is the subject of such Secondary Condominium) of the Unit subject to a Secondary Condominium shall appoint the president of the Secondary Management Board as its representative Vice President on the Management Board. (The vice president of such Secondary

Management Board shall be authorized to serve as alternate Vice President on the Management Board in the event the president of the Secondary Management Board is unable to attend meetings.) Upon the resignation or removal of the Vice President representing the Secondary Condominium on the Management Board, said Vice President shall also be deemed to have resigned or been removed as an officer of the Secondary Management Board, and upon the resignation or removal of the designated officer of a Secondary Management Board, said officer shall also be deemed to have resigned or been removed as a Vice President of the Management Board hereunder; and in either event, a new officer of the Secondary Management Board shall be elected or appointed, who shall thereafter be appointed as a Vice President of the Management Board.

12.4 Voting and Other Action by Secondary Condominium. Notwithstanding the provisions of Section 5.7 herein, a Secondary Management Board may vote and act for the Secondary Condominium (and the Unit which is the subject of such Secondary Condominium), and notwithstanding the objections of any Secondary Unit Owner, such vote or action shall be given full force and effect (subject, however, to the provisions of Section 12.10 and such provisions as may be set forth in the bylaws of a Secondary Condominium with respect to the rights of Secondary Unit Owners to vote on, and direct the Secondary Management Board with respect to (i) repair or restoration in the event of a casualty or taking by eminent domain, and (ii) termination or abandonment of the Condominium regime). For this purpose, any Annual or Special Meeting of the Association may be held jointly with a meeting of the Secondary Management Board. The failure of a quorum of the Secondary Management Board to be present at any meeting shall not prevent the Association from transacting any business properly before them if a quorum of Unit Owners is present.

12.5 Lien and Personal Obligation of Secondary Units. Each Unit Owner of a Secondary Unit by its acceptance of a deed therefor, whether or not the following is expressed in such deed, shall be deemed to covenant and agree with the Association and each other Unit Owner as a personal obligation, to pay all assessments coming due with respect to the Unit which is the subject of such Secondary Condominium during such Secondary Unit Owner's period of ownership, with interest thereon and costs of collection thereof, to the extent that the same have been assessed (or are deemed to have been assessed) against its Secondary Unit by the Secondary Management Board. There shall be deemed to have been assessed against each Secondary Unit a portion of the assessments assessed against the Unit which is the subject of the Secondary Condominium equal to the product of (i) said assessments assessed against the Secondary Condominium, and (ii) the percentage of interest of such Secondary Unit in the common areas and facilities of the Secondary Condominium, to the extent that all said assessments have not been previously assessed against Secondary Units by the Secondary Management Board. No Secondary Unit Owner shall be personally liable for assessments assessed before the date of such owner's acquisition of its Secondary Unit or after the date of its disposition of such Secondary Unit, although such Secondary Unit shall be subject to a continuing lien in favor of the Unit Owners enforceable by the Association on behalf of said Unit Owners for such portion of all such assessments

(including interest thereon and the costs of collection thereof) until full payment therefor, which shall bind such Secondary Unit in the hands of the then owner, and its heirs, devisees, personal representatives, successors in title and assigns. A Secondary Unit Owner shall continue to be personally liable after its disposition of its Secondary Unit for payment of assessments assessed during such Secondary Unit Owner's period of ownership.

12.6 Subordination of the Lien on Secondary Unit to Mortgages. The lien of the assessments provided for in Section 12.5 hereof shall, as applicable, be subordinate to the Secondary Condominium Documents and to any first mortgage on any Secondary Unit subject to assessment; provided, however, that said subordination to any first mortgagee on a Secondary Unit shall apply only to assessments that have become due and payable prior to sale or transfer of such Secondary 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 the Secondary Unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments, nor shall it relieve the owner of a Secondary Unit from personal liability for payment of any assessment that became due and payable with respect to such Secondary Unit during such owner's period of ownership.

12.7 Foreclosure of Liens on Secondary Units for Unpaid Common Charges. In any action brought by or on behalf of the Management Board to foreclose a lien on a Secondary Unit because of unpaid assessments assessed by the Management Board, the Management Board, acting on behalf of all Unit Owners, shall have the power to purchase such Secondary 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 shall be maintainable against the defaulting Secondary Unit Owner with respect to its proportionate share of the assessments attributable to the Secondary Condominium (as measured by its percentage interest in the Secondary Condominium), without foreclosing or waiving the lien securing the same.

12.8 Statement of Common Charges for Secondary Units. In exercising the rights granted to the Management Board herein to proceed against a Secondary Unit Owner with respect to unpaid assessments assessed by the Management Board against the Secondary Condominium Association, the Management Board shall rely on written statements signed by any two (2) persons appearing of record to be officers of the Secondary Management Board as to all unpaid assessment due from a particular Secondary Unit Owner or deemed to be due from such Secondary Unit Owner hereunder. The bylaws of a Secondary Condominium Association shall provide that the Secondary Management Board, upon the request of the Management Board, shall issue such a statement or statements for the benefit of the Management Board setting forth all unpaid assessments due or deemed to be due from each Secondary Unit Owner. The recording of such statement with the Registry of Deeds shall operate to discharge the Secondary 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 assessments are due

from a Secondary Unit Owner, the Management Board may proceed against such Secondary Unit Owner as provided in this Chapter XII. If such statement indicates that no unpaid assessments are due from a Secondary Unit Owner, the Management Board shall have no right to proceed against such Secondary Unit Owner as to unpaid assessments assessed by the Management Board against the Secondary Condominium Association.

12.9 Payment of Common Charges by Secondary Management Board and Lien on Funds of Secondary Condominium Association. The Secondary Management Board shall pay to the Management Board all assessments due and payable from the Secondary Condominium to the Management 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 Secondary Management Board from the Secondary Unit Owners on behalf of the Secondary Condominium Association before the Secondary Management Board shall be permitted to expend any such funds for other purposes. In addition to the lien provided for in Section 5.5(b) hereof on each Unit and the lien provided for in Section 12.5 herein on each Secondary Unit, all funds of the Secondary Condominium Association shall be subject to a continuing lien in favor of the Unit Owners enforceable by the Management Board and the Association on behalf of said Unit Owners for all assessments assessed by the Management 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 Management Board, the Secondary Management Board shall (a) pledge all or specified funds and accounts of the Secondary Condominium Association to the Management Board on behalf of the Association in such a manner as the Management Board may direct, and (b) execute UCC financing statements granting a security interest therein to the Management Board and file said financing statements with the Secretary of the Commonwealth of Massachusetts (and the Secondary Management Board shall execute and file such further statements as may be necessary to continue the security interest in full force and effect as may reasonably be required by the Management Board). The Management Board may maintain a suit against the Secondary Condominium Association to recover a money judgment for unpaid assessments of assessments assessed by the Management Board without foreclosing or waiving the lien securing the same. The issuance by the Management Board of a statement pursuant to Section 5.6 hereof setting forth the amount and nature of all unpaid assessments shall operate to discharge the lien on the funds of the Secondary Condominium Association for sums which are not indicated unpaid as of the date of such statement.

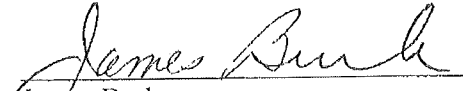
12.10 Repair or Restoration After Fire or Other Casualty. In the event of any damage to or destruction of the Unit which is owned by the Secondary Condominium as a result of fire or other casualty that exceeds ten percent (10%) of the value of the Secondary Condominium prior to the casualty (as determined in the reasonable discretion of the Secondary Management Board), the Secondary Unit Owners shall promptly determine whether to proceed with repair or restoration of such Unit pursuant to the provisions of Section 17 of Chapter 183A, and the decision of the Secondary Unit Owners shall bind the Secondary Condominium. In the event the Secondary Unit


Owners elect not to proceed with such repair or restoration, the Secondary Management Board shall (a) promptly raze the remainder of such Unit and pave over or landscape such area; and (b) rebuild any walls of such Unit which are a Limited Common Element appurtenant to a Unit or Limited Common Area Building owned by any other Unit Owner to a condition compatible with zoning and all applicable Legal Requirements.

12.11 Notices to Secondary Condominiums. All notices to be given under these Bylaws to Unit Owners shall in the case of the Secondary Condominium be given to the Secondary Management Board at such address as shall be established by the Secondary Management Board by written notice to the Management Board.

IN WITNESS WHEREOF, the undersigned being duly authorized have caused these Amended and Restated Bylaws to be executed and delivered as of the 31st day of January, 2009.

MOTHER BROOK CONDOMINIUM ASSOCIATION


James Burke
President


Andrew Bloch
Treasurer

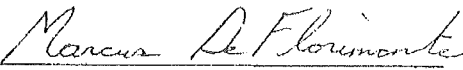
Marcus DeFlorimonte
Secretary

IN WITNESS WHEREOF, the undersigned being duly authorized have caused these Amended and Restated Bylaws to be executed and delivered as of the 12th day of January, 2009.

MOTHER BROOK CONDOMINIUM ASSOCIATION

James Burke
President

Andrew Bloch
Treasurer


Marcus DeFlorimonte
Secretary

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 24 day of February, 2009, before me, the undersigned Notary Public, personally appeared the above-named James Burke, proved to me by satisfactory evidence of identification, being personal knowledge, 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 MOTHER BROOK CONDOMINIUM ASSOCIATION.



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

Giselle Ciano

(Print Name of Notary Public): _____

My Commission Expires: _____

Qualified in the Commonwealth of Massachusetts

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss.

On this 24 day of February, 2009, before me, the undersigned Notary Public, personally appeared the above-named Andrew Bloch, proved to me by satisfactory evidence of identification, being personal knowledge, 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 MOTHER BROOK CONDOMINIUM ASSOCIATION.

Giselle Ciano

(Print Name of Notary Public): _____

My Commission Expires: _____

Qualified in the Commonwealth of Massachusetts



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

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK County, ss.

On this 12th day of January, 2009, before me, the undersigned Notary Public, personally appeared the above-named Marcus DeFlorimonte, proved to me by satisfactory evidence of identification, being M. DeFloras, 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 Secretary of MOTHER BROOK CONDOMINIUM ASSOCIATION.

ALBERT MCKENZIE
(Print Name of Notary Public): Albert McKenzie
My Commission Expires: _____
Qualified in the Commonwealth of Massachusetts

