

Amended By-Laws

Harvard Avenue Owner's Association, Inc.

**Reference
Book 14236 - Pages 293 thru 330**

Retyped - Conformed - Copy

29-31 Harvard Avenue, West Medford, MA 02155

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HARVARD AVENUE CONDOMINIUM
AMENDED BY-LAWS OF THE HARVARD AVENUE OWNERS ASSOCIATION, INC.

ARTICLE I
DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in Article I shall, For all purposes of these By-Laws, have the meanings herein stated.

Articles. The term "Articles" shall mean the Articles of Organization of the Harvard Avenue Owners Association, Inc. (the Corporation) which are on file in the office of the Secretary of State of the Commonwealth of Massachusetts, a copy of which is on file at the principal office of the Corporation, and such amendments thereto as may from time to time be properly made.

Board. The term "Board" shall mean the Board of Directors of the Corporation.

By-Laws. The term "By-Laws" shall mean the By-Laws of the Corporation which have been adopted by the Board and incorporated herein by reference, and such amendments to such By-Laws as may from time to time be enacted.

Common Charges. The term "common charge" or "common expense" shall be those common expenses incurred for the operation of the Community areas of the Harvard Avenue Condominium.

Common Areas. The term "common areas" shall mean those areas which are now or may be defined as such in the Master Deed for the Harvard Avenue Condominium, recorded Middlesex South Deeds Book 14121, Page 126 as same may be amended from time to time. Such areas shall include any in which easements or restrictions have been conveyed or will be created and conveyed for the benefit of all members of the Corporation, including but not limited to all easements for the creation and maintenance of utilities.

"Declarant" is:

B.R.R. Limited a Massachusetts Corporation
with a usual place of business at 33 Maple
Street, Malden, MA.

Owner. The term "Owner" shall mean the person, persons, or other entity which holds title to any condominium unit within the Harvard Avenue Condominium. The terms "Owner" and "Member" for the purpose of these By-Laws, are considered in all respects equal.

Person. The term "Person" shall mean an individual, corporation, unincorporated association, joint venture, partnership, trustee, conservator, administrator, or any entity which has the right to hold record title to real property.

Property. The term "property" shall mean the land, buildings, Common Areas and all other improvements thereon, including any condominium units, and common areas from time to time held by the Corporation or areas concerning which easements or restrictions have been granted to the Corporation, and all other rights and appurtenances belonging thereto, and all other property real, personal, or mixed, intended for use in connection therewith, except that property granted to each unit purchaser in his individual deed.

Trust. The term "Trust" shall mean Harvard Avenue Condominium Voting Realty Trust u/d/t 3 October 1980 recorded in Middlesex County as said Trust may from time to time be amended.

ARTICLE II
OFFICE

1. Location. The principal office of the Corporation shall be located at 33 Maple Street, Malden, MA. or at such other location as the Board of Directors of the Corporation may from time to time designate.

ARTICLE III
MEMBERSHIP

1. Membership. Every person who or entity which is a record Owner of a fee or undivided fee interest in any Unit shall be a member of the Corporation ("Member").

2. Assessments. The rights of membership are subject to the payment of annual and special assessments levied by the Corporation, the obligation of which assessments is imposed against each owner of a Unit and becomes a lien upon the Unit against which such assessments are made as provided herein and in the Declaration.

3. Suspension. The membership rights of any member may be suspended by action of the Board during the period when any assessment owed by the Member remains unpaid; but, upon payment of such assessment, his rights and privileges shall be automatically restored. If the Corporation has adopted and published rules and regulations governing the use of the Common Areas and the personal conduct of any person thereon, the Board may, in its discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed 30 days for each violation, and/or as a condition precedent to any restoration of such right require restitution for any damage done by such person to the Common Areas.

ARTICLE IV
VOTING RIGHTS

1. Voting and Other Action by Unit Owners. The owner or owners of each Unit (including the Declarant for Units owned by Declarant except as otherwise provided herein and in the Master Deed) either personally or through some person designated by such owner or owners to act as proxy (which person need not be a Unit Owner) shall be entitled to vote the interest appurtenant to such Unit at all meetings of Members. Such interest must be voted in full and may not be partially voted. The designation of any such Proxy shall be made in writing to the Clerk and shall be revocable at any time by written notice to the Clerk by the Unit Owner so designating. If a Unit is owned by two or more persons any one of such persons may act for all unless one of such owners objects, in which case the vote attributed to such Unit shall not be counted for any purpose. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. Any Unit or Units owned by the Board or its nominee shall not be entitled to a vote and shall be excluded from the total common interests when computing the interest of all other Unit Owners for voting purposes.

The members shall transact the business of the Condominium at a duly called meeting, except that any action to be taken by the Unit Owners may be taken without a meeting if all Unit Owners entitled to vote on the matter consent to the action by a writing filed with the records of meetings of Unit Owners. Such consent shall be treated for all purposes as a vote at a meeting.

2. Majority of Unit Owners. As used in the Master Deed and these By-Laws the terms "majority of Unit Owners" or "majority in interest of Unit Owners" shall mean those Unit Owners (including the Declarant if the Declarant owns any Units) having more than 50% of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of Section VIII of Article VIII. As used in the Master Deed and these By-Laws, any stated percentage of Unit Owners and/or "common interests" of said owners in the Condominium shall mean the percentage in the aggregate of the individual ownership of the Common Elements.

ARTICLE V
RIGHTS TO USAGE AND ENJOYMENT OF COMMUNITY AREAS

1. Rights of Enjoyment. Every Member shall be entitled to the use and enjoyment of the property as provided by the Master Deed of the Harvard Avenue Condominium and these By-Laws.

2. Delegation. Any member may share his rights of enjoyment in the Common Areas with the members of his family who reside in the Unit or delegate such rights to any of his tenants who reside therein under a lease or tenancy at will agreement provided that the delegation to such tenant shall automatically suspend the enjoyment rights (as distinguished from voting rights and assessment obligations which shall remain unaffected) of a Member and his family during the term of such lease. Such Member shall notify the Clerk in writing of the name of any such person delegated such rights and of the relationship of the Member to such person. The rights and privileges of such person are subject to suspension under Article III, Section 3, to the same extent as those of the Member.

ARTICLE VI
BOARD OF DIRECTORS

1. Initial Board. The initial Board shall consist of three Directors (the "First Board") to be appointed by the incorporators and to serve until the first Election meeting, defined in Article IV Section 2 of these By-Laws.

2. Subsequent Boards. The first Board shall hold office until the First Election Meeting of the Unit Owners which shall be held as a special meeting of Unit Owners, within forty-five (45) days after the first to occur of the following:

a. the date on which title to fifty (50%) percent of the Units have been conveyed by Declarant to purchasers, or

b. the third (3rd) anniversary of the recording of the Master Deed. Notwithstanding the foregoing, in the event that an Annual Meeting of Unit Owners is to be held within sixty (60) days of the date of occurrence of either (a) or (b) above such Annual Meeting shall serve as the First Election Meeting. At the first Election Meeting the Director(s) on the First Board shall resign and the Unit Owners shall elect three (3) Managers, all for a term of one year and until their successors are elected and qualified.

3. Removal. Directors may be removed from office with or without cause upon the affirmative vote of a majority in interest of the Members. Removal may be effected only after reasonable notice to each Director proposed to be removed and the opportunity to be heard by the body proposing removal.

4. Vacancies. Vacancies in the Board of Directors caused by any reason shall be filled by calling a Special meeting of the Unit Owners called for that purpose.

5. Organizational Meeting. The first meeting of the Board following the annual Meeting or the First Election Meeting (if other than an Annual Meeting) shall be held within 30 days there-after at such time and place as shall be fixed thereafter for such meeting.

6. Regular Meetings. The Board of Directors shall meet at the principal office of the corporation or at such other place within the United States as may from time to time be fixed by resolution of the Board or as may be specified in the notice of the meeting. Regular meetings of the Board of Directors shall be held at such time as the Board may by resolution fix provided however that there shall be at least one such meeting during each fiscal year; special meetings may be held at any time upon the call of the President or a Vice President or the Clerk, or of any two directors, by written (including telegraphic) notice specifying the date, place and hour (but not necessarily the purpose) of the meeting served on or sent or mailed to each director not less than two days before the meeting.

An annual meeting of the Board of Directors may be held without notice immediately after the annual meeting of Members. Notice need not be given of any regularly scheduled meeting of the Board. Notice of a meeting need not be given to a Director if a written waiver of notice, execute by him before or after the meeting, is filed with the records of the meeting; notice need not be given to any Director attending a meeting without protesting the lack of notice prior to or at the commencement of the meeting.

The members of the Board of Directors or of any Committee designated by said Board of Directors may participate in a meeting of the Board or of any such Committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

7. Committees. The Board of Directors may elect from the Board an Executive Committee or other committee or committees which shall have and exercise such powers of the Board as may be permitted by law and as shall be conferred upon such committee by the Board. A majority of any such committee may fix the time and place of its meetings and approve any action as the act of the committee, unless the Board of Directors shall otherwise provide. The Board of Directors shall have power at any time to fill vacancies in, change the membership of, or discharge any such committee.

8. Quorum of the Board. At all meetings of the Board, a majority of the Directors shall constitute such quorum, and the vote of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board there shall be less than a quorum present, a

majority of those present may adjourn the meeting from time to time. At any adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice. At all meetings of the Board held while Declarant shall own any Units, Declarant shall be entitled to have a non-voting representative in attendance.

9. Compensation. No member of the Board shall receive any compensation for acting as such. However, the Trust shall be compensated for services which it provides to the Board other than attendance at meetings.

10. Liability of the Board. The Directors shall not be liable to the members for any mistake of judgment, negligence, otherwise, except for their own individual willful misconduct or bad faith. The Corporation shall indemnify and hold harmless each of the Directors against all contractual liability to others arising out of contracts made by the board on behalf of the Corporation unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration, the Master Deed, or these By-Laws. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Corporation. The First Board, who may be affiliated with Declarant, shall be permitted to contract with Declarant and affiliated corporations without being charged with self-dealing.

11. Action of Board Without a Meeting. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all Directors consent to the action in writing, the written consents are filed with the records of the Board. Such consents shall be treated for all purposes as a vote at a meeting.

ARTICLE VII PURPOSES, POWERS, AND DUTIES

1. Purposes and Powers of the Corporation. The Corporation has been organized for the purposes and shall have the powers set forth in its Articles duly filed with the Office of the Secretary of the Commonwealth of Massachusetts.

2. Powers and Duties of the Board. The affairs of the Corporation shall be managed by the Board. The Board shall have the powers and duties necessary for the administration of the affairs of the Common Areas and may do all such acts and things except as by law or by the articles or by these By-Laws may not be delegated to the Board by the Members. Such powers and duties of the Board shall include, but shall not be limited to, the following:

a. Operation, care, upkeep maintenance, repair and replacement of the Common Areas including the approval of payment vouchers.

b. Determination of the Common Expenses (as defined in Article XI) required for conducting the affairs of the Corporation, including, without limitation, the operation and maintenance of the Common Areas.

- c. Collection of assessments from Members and enforcement of all obligations of the Members under the Declaration.
- d. Obtaining all insurance for the Common Areas and the Units.
- e. Opening of bank accounts on behalf of the Corporation and designating the signatories required therefore.
- f. Leasing, managing and otherwise dealing with the Common Areas including the power to contract.
- g. Owning, conveying, mortgaging, encumbering/leasing and otherwise dealing with Units conveyed to it or acquired by it (or its nominee) as the result of enforcement of the lien for Common Charges, or otherwise.
- h. Organizing corporations or trusts to act as nominees of the Corporation in acquiring title to or leasing of Units on behalf of all Members.
- i. Employment and dismissal of personnel necessary or advisable for the maintenance and operation of the Common Areas, including engaging of a manager or managing agent.
- j. Making of additions and improvements to, or alterations of, the Common Areas and repairs to and restoration of the Common Areas in accordance with the other provisions of these By-Laws .
- k. The power to do everything necessary, suitable or proper for the accomplishment of any of the purposes, the attainment of any of the objects, or the furtherance of any of the powers of the Corporation either alone or in conjunction with the Trust.

ARTICLE VIII
MEMBERS

1. Annual Meetings. The first annual meeting of the Members shall be called at a time during the month of November, to be designated by the Trust. After the first Annual Meeting, Annual Meetings shall be held within 30 days of the anniversary of such date each succeeding year or on such other date as may be set at the next preceding Annual Meeting.

At any Annual Meeting, members may transact such business of the Corporation as may properly come before them.

2. Place of Meetings. Meetings of the members shall be held at the principal office of the Corporation, or at such other suitable place convenient to the Members as may be designated by the Board.

3. Special Meetings. It shall be the duty of the President to call a special meeting of the Members as directed by the Board or upon receipt of a petition signed by at least one-third in number of the Members.

4. Notice of Meetings. A notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, shall be served by the Clerk upon each Member shown on the records of the Corporation at least 7 but not more than 21 days prior to such meeting. A notice mailed in the manner provided in these By-Laws shall be considered duly served. Notice of a meeting need not be given to a Member if a written waiver thereof, executed before or after the meeting by such Member or his duly authorized attorney, is filed with the records of the meeting.

5. Adjournment of Meetings. If any meeting of the Members cannot be held because a quorum has not attended in person or by proxy, a majority vote of Members who are present at such meeting, shall adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. Notice of the time and place of the adjourned meeting shall be posted by the Clerk in a conspicuous place in the Property as notification to Members.

6. Order of Business. The order of business at all meetings of the members shall be as determined by the presiding officer.

7. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority in interest of Members, shall constitute a quorum at all meetings of the Members.

8. Majority Vote. The vote of a majority in interest of members present at a meeting at which quorum shall be present and entitled to vote on a matter shall be binding upon all Members for all purposes except where in the Master Deed, Articles or these By-Laws, or by Law, a higher percentage vote is required.

ARTICLE IX OFFICERS

1. Designation. The principal officers of the Corporation shall be the President, Treasurer and the Clerk, all of whom shall be elected by the Board. The Board may also appoint such other officers as in its judgment may be necessary. The Treasurer and Clerk may be the same person.

2. Election of Officers. The officers shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board and until their successors are elected.

3. Removal of Officers. Upon the affirmative vote of a majority of the Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

4. President. The President shall be the chief executive officer of the Corporation. He shall preside at all meetings of the Members and of the Board. He shall have all of the general powers and duties which are incident to the office of President of a stock corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts including but not limited to the power to appoint committees from among the Members from time to time to assist in the conduct of the affairs of the Corporation.

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

6. Clerk. The Clerk shall keep the minutes of all meetings of the Members and of the Board; and shall in general, perform, all the duties incident to the office of Clerk of a stock corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts. In the absence or disability of the President, the Clerk shall exercise the powers and perform the duties of the President.

7. Agreements, Contracts, Deeds, Checks, etc. All Agreements, contracts, deeds, leases, checks and other instruments of the Corporation shall be executed by the president and payment vouchers shall be approved by the Treasurer, unless the Board otherwise authorizes.

8. Compensation of Officers. No officer shall receive any compensation for acting as such. Trust, however, shall be compensated for services it renders to the Board other than attendance at meetings.

ARTICLE X
NOTICES

1. Service of Notice. whenever under the provisions of the articles or of these By-Laws, notice is required to be given to the Board, any Director or member, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper,

addressed to the Boards such Director or member at such address as appears on the Corporation records. Notice to a Member may also be given in writing in a sealed wrapper addressed to such Member and deposited in his mailbox. Notice shall be deemed given as of the date of mailing or depositing, as the case may be.

2. Waiver. Whenever any notice is required to be given under the provisions of the Articles, the Condominium Law, or these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE XI
OPERATION AND MAINTENANCE OF HARVARD AVENUE CONDOMINIUM

1. Purpose of Assessments. The assessments levied by the Corporation shall be used exclusively for the purpose of promoting the recreation, health, safety, property interest and welfare of residents in the Property and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and of the Units situated within the Property including, but not limited to, the payment of premiums for insurance thereon and of the cost of repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof, and payment for services rendered by the Trust in connection with meetings of the Corporation members.

2. Basis and Allocation of Annual Assessments. The Board shall, after consideration of current maintenance costs and future needs of the Corporation, including provision for working capital, a general operating reserve and a reserve fund for replacement, adopt a budget for the expenses of the Corporation ("Common Expenses") for each calendar year. Each such budget shall be adopted not later than December 15th of the preceding calendar year, except in the case of the budget for the partial calendar year following the date of this Declaration which is to be adopted at the initial meeting of the Board. The Board may revise the budget from time to time as it shall deem necessary or appropriate.

Once the Board has adopted or revised such budget, it shall determine the amount of Common Expenses payable by each of the Members (the "Common Charges") to meet the budget of the Corporation and allocate and assess such Common Expenses among the Members in proportion to the percentage interests in the Common Areas allocated to the Unit(s) owned by the Members, as assigned by the Master Deed of the Harvard Avenue Condominium.

The Board shall advise all Members, promptly in writing of the amount of the Common Expenses payable by each of them, respectively, as so determined by the Board and shall furnish copies of each budget on which such Common Expenses are based, to all Members and, if requested to their mortgagees.

3. Due Dates of Common Expenses. All assessments of Common Expenses shall be due and payable on the first day of each month in installments equal to 1/12th of the Common Expenses, or at such other time or times as the Board shall determine.

4. Special Assessments. In addition to the annual assessments authorized by Section 3 hereof, the Corporation may levy special assessments, applicable to the then current year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of an improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that written notice of a meeting called for the purpose of authorizing such improvement shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting and:

a. If fifty percent or more but less than seventy-five percent of the members in interest agree to make an improvement to the Common Areas the cost of such improvement shall be borne solely by the Members in interest so agreeing.

b. Seventy-five percent or more of the members in interest may agree to make an improvement to the Common Areas and assess the cost thereof to all members as a Common expense, but if such improvement shall cost in excess of ten percent of the then value of the Harvard Avenue Condominiums, any Member in interest not so agreeing may apply to the Middlesex Superior Court on such notice to the Corporation as the Court shall direct, for an order directing the purchase of his Unit by the Corporation for the fair market value thereof as approved by the court. The cost of any such purchase shall be included in the Board's determination of Common Expenses.

5. Effect of Non-Payment of Assessment. If an assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the respective Unit which shall bind such property in the hands of the then Member, his heirs, devisees, personal representatives, successors in title and assigns. The personal obligation of the then Member to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest from the date of delinquency at the legal rate, and the Corporation may bring an action at law against the Member personally obligated to pay the same or to foreclose the lien against the Unit, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee together with the costs of the action.

6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien at any mortgage or mortgages now

or hereafter placed upon a Unit; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

7. Statement of Unpaid Assessments. The Corporation shall promptly provide any Member so requesting the same in writing with a written statement of all unpaid Common Expenses and special assessments due from such member in form suitable for recording. The recording of such statement with Middlesex South Deeds shall operate to discharge the Member's Unit from any lien for any other Common Expenses or special assessments unpaid as of the date of such statement.

8. Abatement and Enjoyment of Violations by Members. The violation of any rule or regulation adopted by the Board or the breach of any of these By-Laws, or the breach of any provisions of the Master Deed shall give the Board the right, in addition to any other rights set forth in these By-Laws, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

9. Maintenance and Repairs. All maintenance, repairs and replacements shall be made as provided in Article XI of the By-Laws and the Board shall be responsible for the maintenance, repairs and replacements to be undertaken by the Corporation pursuant thereto.

10. Restrictions and Rules and Regulations. In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the restrictions on use set forth in the Master Deed.

Rules and regulations concerning the use of the Units and the Common Areas have been annexed hereto and made a part hereof as Schedule A. Such rules and regulations may be modified or amended only as provided in Article XVII hereof, and then only in such manner as shall be consistent with the Master Deed. In addition to its power to suspend membership rights under Article III, the Board shall have the power to levy fines against the Members for violations of rules and regulations established to govern the conduct of the Members. No fine may be levied for more than \$5 for any one violation but for each day a violation continues after notice it shall be considered a separate violation. Collection of fines may be enforced against a member as if the fines were assessments of Common Expenses owed by the Particular Member. In the case of persistent violation of the rules and regulations by a Member, the Board shall have the power to require such Member to post a bond or cash deposit to secure adherence to the rules and regulations.

11. Right of Access. A Member shall grant a right of access to his Unit to the Corporation, the Board, and any other person authorized by the Board, and for the purpose of making inspections or for the purpose of correcting any conditions originating in his Unit and threatening another Unit or any portions of the Common Areas or for the purpose of making improvements to the Common Areas provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Member. In case of an emergency such right of entry shall be immediate, whether the Member is present at the time or not. In the event of the exercise of the right of access provided in this Section 11, any costs for repairs (including repairs of damage caused by such access) shall be borne in accordance with the provisions of Section 9 of this Article.

12. Water, Electricity and Fuel. Electricity will be supplied directly to the Unit through a separate meter and each Member shall be required to pay the bills for electricity consumed or used in his Unit. The cost of water and heat supplied to the Units and the Common Areas and electricity serving the Common Areas shall be included in determining the Common Expenses.

13. Insurance. The Board shall be required to obtain and maintain, to the extent obtainable, the following insurance:

1. Fire with extended coverage insuring the Property, including the common areas and all of the Units and all of the fixtures installed therein as of the date of recording of the respective Master Deeds, but not including screens and glass of Unit doors and windows, carpeting, drapes, fixtures, furniture, furnishings, or other personal property supplied to or installed by members, covering the interests of the Corporation, the Board, and all members and their mortgagees, as their interests may appear, in an amount at least equal to the full replacement value of the property without deduction for depreciation, with loss payable to the Board, as Insurance Trustee, such insurance to be increased annually to reflect increased costs of replacement;

2. Workmen's compensation insurance;

3. Public liability Insurance in such amounts and with such coverage as the Board shall from time to time determine, but at least covering members of the Board, any manager or managing agent and each Member; and

4. Such other insurance as the Board may determine.

All such policies shall provide that adjustment of loss shall be made by the Board and that the net proceeds thereof shall be payable to the Board on behalf of the Corporation and/or the Members or their Mortgagees as their interests shall appear.

All such policies of physical damage insurance shall contain waivers of subrogation as to any claim against the Board, its agents and employees, and its officers and directors, members, their respective employees, agents and guests, and of any defense based on the invalidity arising from the acts of the insured and shall

provide that such policies may not be canceled or substantially modified without at least twenty (20) days' prior written notice to all of the insurers, including all mortgagees of Units and recovery thereunder shall not be affected on account of the availability of proceeds under any policies obtained by individual Members covering their own Units. A certificate of insurance with proper mortgagee endorsements shall be available to the members for each of their respective Units and the original or a certificate thereof shall upon request, be delivered to the mortgagee. The certificate of insurance shall show the amount of insurance covering each Unit and its interest in the Common areas and shall provided that improvements to a Unit which may be made by a Member shall be covered for the purposes of this insurance. The Board shall obtain from time to time as it deems necessary or appropriate an independent appraisal of the full replacement value of the Property, including all of the Units and all of the Common Areas and additions, alterations and improvements, without deduction for depreciation, for the purposes of determining the amount of fire insurance to be effected pursuant to this Section, and the amount of such insurance shall in no event be less than the full replacement value as so determined.

Subject to the provisions of Section 14 of this Article XI, insurance proceeds received by the Board shall be held in trust in an identified and segregated fund for the benefit of the Members and named mortgagees. If the cost of restoring the Common Areas is estimated by the Board to exceed the sum of Two Thousand Dollars (\$2,000) then the Board shall give written notice of such loss to all "Listed Mortgagees" (as herein defined), and, in addition, if the cost of restoration of any Unit is estimated by the Board to exceed Two Thousand Dollars (\$2,000) then the Board shall give written notice of such loss to any listed Mortgagee holding the mortgage on that Unit.

Members may carry insurance for their own benefit insuring screens and glass contained in their doors and windows, carpeting, drapes, fixtures, furniture, furnishings and other personal property provided that all such policies shall contain waivers of subrogation and further, provided that the liability of the carriers issuing insurance obtained on behalf of the Board shall not be affected or diminished by reason of any such additional insurance carried by any Member.

14. Repair or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of the Common Areas as a result of fire or other casualty (unless the casualty exceeds ten percent (10%) of the value prior to the casualty of the Property and seventy-five percent (75%) or more of the Members in interest agree not to proceed with the repair or restoration as provided in subparagraph (a) below of this Section 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 Areas have been damaged or destroyed (unless the subparagraph (a) below of this Section is applicable), the Board shall promptly adjust the loss, contract for the prompt repair or restoration of the same, and disburse the proceeds of all insurance policies in payment of all costs and expenses actually incurred in connection with such repair or restoration in appropriate progress payments and with appropriate retainage. All insurance proceeds paid to the Board as trustees on account of any casualty shall be dedicated solely to the repair or

restoration of the loss, and any application of said proceeds by the Board on account thereof shall be prior to the application of such proceeds for any other purposes.

In the event that the total cost of repair or restoration as estimated on the basis of an independent appraisal, or as determined during the course of repair or restoration, exceeds the total sum of available insurance proceeds, then the Board shall assess, levy or charge all members, as a part of the Common Expenses, for the amount estimated for a repair or restoration in excess of the insurance proceeds available therefor.

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 Two Thousand (\$2,000) Dollars with respect to the Common Areas and Two Thousand (\$2,000) Dollars with respect to any one Unit, then the Board shall retain a registered architect or registered engineer, who shall not be directly or indirectly a Member or an employee or agent of any Member or a member of an employee or agent of any member of the Board or the Corporation to Supervise the work of repair or restoration and no sums shall be paid by the Board on account of such repair or restoration except upon certification to it 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 Members as a Common Expense or to the owners of Units damaged or destroyed.

Notwithstanding the foregoing, the Board may perform emergency work essential to the preservation and safety of the Property or the safety of persons, or required to avoid the suspension of any essential service to the Property, without having first engaged an architect or engineer, adjusted the loss or obtained proceeds of insurance.

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 such excess of insurance proceeds, if any, shall be added to the Corporation's reserve fund or, at the option of the Board, used to reduce the Common Expenses for the current year.

Notwithstanding the foregoing, if as a result of fire or other casualty the loss exceeds 10% of the value prior to the casualty of the Property in which such casualty occurs and:

a. If at least 75% of the Members in interest therein do not agree within 120 days after the date of the casualty that the Board should proceed with repair or restoration, the Property including all Units, shall be subject to partition at the suit of any Member therein. Such suit shall be subject to dismissal at anytime prior to entry of an order to see if an appropriate agreement to rebuild is filed. The net proceeds of the

partition sale together with any common funds attributable to the Property shall be divided in proportion to the respective undivided ownership in the Common Areas of the Unit Owners therein. Upon such sale the Condominium shall be deemed removed from the provisions of Chapter 183A of the Massachusetts General Laws.

b. If a least 75% in interest of the Members in interest therein agree to proceed with the necessary repair or restoration, the cost of the rebuilding of the Property, in excess of any available common funds including the proceeds of any insurance, shall be a common Expense, provided, however, that if such excess costs exceeds the percent (10%) of such value, any Member therein who did not so agree may apply to the Superior Court of Middlesex County on such notice to the Board as the Court shall direct, for an order directing the purchase of his Unit by the Board at the Fair market value thereof as approved by the Court. The Cost of any such purchase shall be a Common expense.

15. Examination of Books. Each Member and each mortgagee of a Unit shall be permitted to examine the books of account of the Corporation at reasonable times, on business days.

ARTICLE XII MORTGAGES

1. Notice to Board. A Member who mortgages his Unit shall notify the Board of the name and address of his mortgagee and shall file a conformed copy of the mortgage with the Board. The Board shall maintain such information in a book entitled "Mortgages of Units."

2. Notice of Unpaid Common Charges. The Board, whenever so requested in writing by mortgagee of a Unit, shall promptly report any then unpaid assessments of Common Charges due from, or any other default by, the owner of the mortgaged Unit.

3. Notice of Default. When a Member is given notice of a default in paying any assessments of Common Expenses or other default, the Board shall send a copy of such notice to the Listed Mortgagees of such Unit.

4. Listed Mortgagee. As used in these By-laws, "Listed Mortgagee" shall mean a mortgagee holding a mortgage of record on a Unit of which the Member affected or such mortgagee has given the Board written notice, specifying the address to which notices are to be sent in all instances when written notice is required by these By-Laws to be sent to a listed Mortgagee by the Board. Such a mortgagee shall remain a Listed Mortgagee until the Board receives written notice from the mortgagee of withdrawal of the listing or the mortgage is discharged of record.

5. Assignment by Member of Rights. The right of any Member to vote to grant or withhold any consent, and to exercise any other right herein granted to a Member,

may be assigned or transferred in writing to or restricted in favor of any Listed Mortgagee, and the Board shall be bound by any such assignment or transfer upon notice in writing to the Board by a Listed Mortgagee setting forth the terms of such assignment.

ARTICLE XIII
NO SEVERANCE OF OWNERSHIP: FINANCING OF UNITS
PURCHASE BY BOARD

1. No Severance of Ownership. No Member shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the "Appurtenant Interests" (defined in the next following sentence), it being the intention hereof to prevent any severance of such combined ownership. The (i) undivided interest in the Common Areas appurtenant to the respective Unit; (ii) the interest of the owner of such Unit in any Unit theretofore acquired by the Board, or its designee, on behalf of all Members, or the proceeds of the sale or lease thereof, if any; (iii) the interests of such Members in any other assets of the Condominium; (iv) the exclusive easement of use in any deck or patio appurtenant to the Unit; and (v) the membership rights of the owners of the Unit in the Condominium Association and Corporation are collectively herein referred to as the "Appurtenant Interest". Any such deed, mortgage, or other instrument purporting to affect the Unit or one or more of the Appurtenant interests, without including the Unit and all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

2. Financing of Purchase of Living Units by Board. Acquisition of Units by the Board may be made from the working capital in the hands of the Board, or if such funds are insufficient and all Members consent thereto, the Board may levy a special assessment against each Member, as a Common Expense, which assessment shall be enforceable as provided in Article XI, or the Boards, in its discretion, may borrow money to finance the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be acquired by the Board. All costs of obtaining financing for the acquisition of the Unit and for the repayment of monies borrowed for such purpose, including principal and interest, shall be Common Expenses and payable by Members by assessments of Common Expenses.

3. Payment of Assessments. No Member shall be permitted to convey, mortgage, pledge, hypothecate, sell or leave his Unit unless and until he shall have paid in full to the Board all unpaid assessments of Common Expenses theretofore assessed against his Unit and until he shall have satisfied all unpaid liens against such Unit, except the lien of any mortgage upon such Unit.

ARTICLE XIV
CONDEMNATION

1. Condemnation. If more than 10% in value of the Property is taken under the power of eminent domain, the taking shall be treated as a "casualty loss", and the provisions of Section 17 of the Condominium Law and Section 14 of Article XI of these By-Laws shall apply. Where one or more Units have been substantially altered or rendered uninhabitable as a result of a partial taking, and the members vote to restore pursuant to Section 14 of Article XI of these By-Laws, the Board shall have the Authority to acquire the remaining portions of such Units for such price as the Board shall determine provided that any Member (including the Declarant as to Units owned by the Declarant) of such remaining portion who does not agree with such determination may apply to the Superior Court of Middlesex County on such notice to the Board as the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court. Whereas a result of the partial taking any Unit is decreased in size or where the number of Units is decreased by a partial taking, then the Board may make such provision for realignment of the percentage interests in the Common Areas and voting rights as shall be just and equitable and shall cause an amendment to the Master Deed to be recorded to reflect the new percentage interests, whereupon such newly specified percentage interests shall become appurtenant to the Units stipulated and shall for all purposes and in all respects replace the prior appurtenant percentage interest.

In the event of a taking under the power of eminent domain, the Members shall be represented by the Corporation acting through the Board. In the event of a partial taking the award attributable to Units shall be allocated to the owners thereof, and their mortgagees, as their interests may appear, such allocation to be made in accordance with their proportionate obligations for the Common expenses, except as to such portion or portions of the award which are attributable to direct or consequential damages suffered by particular Units as determined by the Court, which shall be payable to the owners of such Units or their mortgagees, as their respective interests may appear. In the case of a total taking of all Units and the common areas, the entire award shall be payable to the Board to be distributed to the members or their mortgagees, as their respective interests may appear, in accordance with their proportionate obligations for the Common Expenses.

ARTICLE XV
RECORDS

1. Records and Audits. The Board shall keep detailed records of the actions of the Board, minutes of the meetings of the Board and minutes of the meetings of the Members. The Board shall keep and maintain the financial records and books of account of the Corporation including a chronological listing of receipts and expenditures, as well as a separate account for each Unit, which among other things, shall contain the amount of each assessment of Common Expenses against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. An

annual report of the receipts and expenditures of the Corporation certified by an independent public accountant, shall be rendered by the Board to all Unit owners promptly after the end of each fiscal year. Copies of the Master Deed, these By-Laws, and Rules and regulations and site and floor plans of the Building and Units, as the same may be amended from time to time, shall be maintained at the office of the Board and shall be available for inspection by Members, their authorized agents and Listed Mortgagees during reasonable business hours.

ARTICLE XVI
MISCELLANEOUS

1. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.
2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent or any provision thereof.
3. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.
4. Waiver. No restriction, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.
5. Chapter 183A. All references in these By-Laws to Chapter 183A of the General Laws of the Commonwealth of Massachusetts or the Condominium Laws shall be to said Chapter 183A as amended to the date of recording of these By-Laws.

ARTICLE XVII
AMENDMENTS TO BY-LAWS

1. Amendments to By-Laws. These By-Laws may be modified or amended by the vote of 75% (or if such modification or amendment affects a provision then requiring a larger percentage, such larger percentage) of all Members at a meeting of Members duly held for such purpose, provided that no modification or amendment shall be effective until recorded with Middlesex South Deeds.
2. Amendment to Rules and Regulations. The Rules and Regulations may be modified and amended only in the same manner as the By-Laws.

3. Prohibition on Amendment. For as long as the Declarant remains the owner of any Unit, these By-Laws may not be amended so as to adversely affect the Declarant without the Declarant's consent.

ARTICLE XVIII
FEDERAL HOME LOAN MORTGAGE CORPORATION PROVISIONS

In order that the provisions of these By-laws shall comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to condominium mortgage loans, the following provisions shall apply and with respect thereto shall be resolved consistent with that intention, notwithstanding any other provision herein to the contrary.

a. In the event any right of first refusal in case of the sale of a Unit is adopted by the Unit Owners and incorporated in the Master Deed or in these By-Laws, such right of first refusal shall not impair the rights of a bona fide first mortgage lender to:

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

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

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

b. Any person taking title to a Unit through foreclosure sale duly conducted by a bona fide first mortgage lender shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in the Master Deed or these By-Laws;

c. Any bona fide first mortgage lender who obtains a title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges due which accrued prior to the acquisition of title to such Unit by the Mortgagee;

d. Unless all of the bona fide first mortgage lenders holding mortgages on the individual Units at the Condominium have given their prior written approval neither the Unit Owners nor the award of Directors of the Corporation shall be entitled to:

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

(ii) change the pro rata interest of obligations of any individual Unit for the purpose of: (a) levying assessments of charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (b) determining the pro rata-share of ownership of each Unit in the common elements:

(iii) partition or subdivide any Unit;

(iv) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements, provided however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium and the exercise of other actions with respect to granting special rights of use or easements of common areas and facilities contemplated herein or in the By-Laws of the Corporation, including the granting of exclusive rights and easements of use with respect to parking spaces and storage bins (if any) shall not be deemed an action for which any prior approval of a mortgagee shall be required under this subparagraph.

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

e. All taxes, assessments, and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

f. In no case shall any provision of the Master Deed or these By-Laws of the Corporation give a Unit Owner or any other party priority over any rights of a bona fide first mortgage of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the common areas and facilities of the Condominium;

g. A bona fide first mortgage lender, upon request to the Board of Directors of the Corporation will be entitled to:

(i) written notification from the Board of Directors of the Corporation of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under the Master Deed or the provisions of these By-Laws of the Corporation which is not cured within sixty (60) days;

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

(iii) receive an audited annual financial statement of the Corporation within ninety (90) days following the end of any fiscal year of the Corporation.

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

(v) prompt written notification from the Board of Directors of the Corporation of any damage by fire or other casualty to the Unit which the bona fide lender holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the common areas and facilities of the Condominium.

h. No agreement for professional management of the Condominium or any other contract with the Declarant may exceed a term (3) years, and any such agreement shall provide for termination by either party without a cause and without payment of a termination fee on thirty (30) days' or less written notification.

A true Copy. Attest:

David Kulacz, Clerk

SCHEDULE "A"
to
BY-LAWS
RULES AND REGULATIONS FOR HARVARD AVENUE CONDOMINIUMS

1. No part of the Property shall be used for any purpose except housing and the common recreational purposes for which the Property was designed. Each Unit shall be used as a residence for a single family, its servants and guests. No portion or all of any Unit may be used as professional office whether or not accessory to a residential use.
2. There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas without the prior consent of the Board of Directors except as herein or in the By-Laws expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the By-Laws.
3. Nothing shall be done or kept in any Unit or in the Common Areas which will increase the rate of insurance of any of the Buildings, or contents thereof, applicable for residential use without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the Common Areas which will result in the cancellation of insurance on any of the Buildings, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Areas except where provision made.
4. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a building and no sign, awning, canopy, shutter or radio or television antenna (except for master antenna system) shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window, without the prior consent of the Board of Directors.
5. No animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Areas, except that dogs, cats, or other household pets owned by Unit Owners at the time of purchase of their Units (but not pets acquired thereafter), not to exceed one per Unit without the approval of the Board of Directors may be kept in Units, subject to the rules and regulations adopted by the Board of Directors, provided that they are not kept, bred or maintained for any commercial purposes: and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Property upon three (3) days' written notice from the Board of Directors. In no event shall any dog be permitted in any portion of the Common Areas, unless carried or on a leash, or in any grass or garden plot under any circumstances.

6. No noxious or offensive activity shall be carried on in any Unit, or in the Common Areas, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors or licenses, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. No Unit Owner shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a phonograph, television set or radio in the premises between the hours of eleven o'clock P.M. and the following eight o'clock A.M. if the same shall disturb or annoy other occupants of the building. No Unit Owner shall conduct or permit to be conducted, vocal or instrumental practice, or give nor permit to be given vocal or instrumental instruction at any time.
7. Nothing shall be done in any Unit or in, on or to the Common Areas which will impair the structural integrity of any Building or which would structurally change any of the Buildings, except as otherwise provided in the Declaration or By-Laws.
8. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of a Unit or exposed on any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials.
9. Except in recreational or storage areas designated as such by the Board of Directors there shall be no playing, lounging, or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs, on any part of the Common Areas except that terraces and balconies may be used for their intended purposes. Storage by owners in areas designated by the Board of Directors shall be at the owner's risk.
10. No industry, business, trade occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the Property, nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any Unit therein nor shall any Unit be used or rented for transient, hotel or motel purposes. The right is reserved by the Declarant and the Board of Directors or its agents, to place "For Sale", "For Rent" or "For Lease" signs on any unsold or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee, but in no event will any sign be larger than one (1') foot by two (2') feet.
11. Nothing shall be altered or constructed in or removal from the Common Areas, except upon the written consent of the Board of Managers.
12. No public hall of any Building shall be decorated or furnished by any Unit Owner in any manner.

13. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, terraces or balconies thereof, any dirt or other substance.
14. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.
15. The agents of the Board of Directors or the managing agent, and any contractor or workman authorized by the Board of Directors or the managing agent, may enter any room or Unit in the Buildings at any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.
16. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Directors.
17. No garbage cans shall be placed in the halls or on the staircase landings, nor shall anything be hung from the windows, terraces or balconies or placed upon the window sills. Nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies or terraces.
18. No washing of automobiles shall take place on any of the property, nor shall the parking spaces be used for any purpose other than to park automobiles excluding, specifically trucks, commercial vehicles, trailers, or boats.
19. No terrace or balcony shall be decorated, enclosed or covered by any awning or otherwise without the consent in writing of the Board of Directors.
20. No Unit Owner or occupant or any of his agents, servants, employees, licenses or visitors shall, at any time, bring into or keep in his Unit any flammable, combustible or explosive fluid, material, chemical or substance.
21. If any key or keys are entrusted by a Unit Owner or occupant or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of the Board of Directors, whether for such Unit or an automobile, truck or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board of Directors shall not be liable for injury, loss or damage of any nature, whatsoever, directly or indirectly resulting therefrom or connected therewith.

22. The Board of Directors or its designated agent, may retain a pass key to each Unit. No Unit Owner shall alter any lock or install a new lock or knocker on any door of a Unit without the written consent of the Board of Directors. In case such consent is given, the Unit Owner shall provide the Board of Directors, or its agent, with an additional key pursuant to its right of access to the Unit.
23. The Board of Directors may charge guests for the use of the swimming pool and may restrict the number of guests that may use the swimming pool.
24. Rules of behavior for the swimming pool and pool area will be promulgated by the Board of Directors, and all Unit Owners and their families and guests must abide by such rules.
25. Draperies or curtains must be installed by each Unit Owner on all windows of his or her Unit and must be maintained in said windows at all times. No blinds may be used without draperies. The color of the portion of said draperies, blinds or curtains visible from the exterior shall conform to standards specified by the Board of Directors.
26. The Board of Directors shall, from time to time, promulgate a list of services and convenience of individuals and firms such as dry-cleaners, launders, milkmen, repairmen, etc. who are authorized to do business on the Property. No other such individuals or firms shall be authorized on the Property without the approval of the Board of Directors.