

AMENDMENTS TO THE GREAT ROAD CONDOMINIUM TRUST

The Trustees of The Great Road Condominium Trust, under a Declaration of Trust dated April 9, 1988, and recorded with the Middlesex County Registry of Deeds in Book 19108, Page 45, having obtained the consent in writing of at least fifty-one percent (51%) of the beneficial interests in said Trust, voted on September 22, 1992 to amend The Great Road Condominium Trust in the following respects:

I. To add Article III of said Trust instrument the following new Section 3.9 as follows:

"No individual shall be eligible for election to the office of Trustee unless said individual, at the time of his/her nomination for such office, and at the time of the election itself, shall be current (as hereinafter defined) and shall not be in default with respect to the payment of common expenses and all other charges and fees, including supplemental assessments, late charges, fines and the like, assessed, and imposed in accordance with the terms of this Trust instrument and further, such individual shall not be in violation of any of the terms and conditions of the Master Deed, this Trust instrument, the By-Laws and the Rules and Regulations adopted pursuant thereto.

Further, after taking office, a Trustee shall remain current and shall not be in default with respect to the payment of common expenses and all other charges and fees, including supplemental assessments, late charges, fines and the like, assessed and imposed in accordance with the terms of this Trust instrument. If any Trustee in office, said Trustee shall not be Entitled to vote on any matter coming before the Board until such time as the Trustee shall have brought his/her account with the Condominium Trust current.

For the purposes hereof, the term "current" shall mean that the individual is no more than one (1) month in arrears in the payment of any of said common expenses and/or any of the other charges and fees referred to above."

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II To add to Article V of said Trust instrument the following new Section 5.1.1 6:

"5.1.1 6. To enforce any and all obligations of the Unit Owners and to have the power to levy fines against the Unit Owners for the unit owners intentional act or failure to act, which results in new or continuing Violations of Rules and Regulations established by the Trustees, or of any provisions of the Master Deed, or of this Declaration of Trust and By-Laws. No fine may be levied for more than \$25.00 for any one violation (which amount may be increased or decreased by vote of the Trustees); but for each day a violation continues after notice, it shall be considered a separate violation. Collection of fines may be enforced against the Unit owner or Unit Owners involved as if the fines were common expenses owed by the particular Unit Owner or Unit Owners and such fines shall constitute a lien on the subject Unit of the Unit Owner in accordance with the provisions of Section 6 of Massachusetts General Laws Chapter 183A. In the case of persistent violations by a Unit Owner, the Trustees shall have the power to require the Unit Owner to post a bond to secure adherence. The Trustees shall also be empowered to bring legal action against a Unit Owner or Unit Owners for injunctive relief or damages (or both) for any violation described above."

III. To amend Article V, Section 5.4.2 of said Trust instrument by striking therefrom the following language which appears as the fifth, sixth and seventh sentences thereof:

"In the event of a default by any Unit Owner in the payment of his or her share of the common charges, a late charge shall accrue on the overdue payment at the prime rate as established by the Bank of Boston, plus three (3%) percent or at such other rate as the Trustees may designate from time to time. If the default by the Unit Owner continues for more than 30 days, the entire balance of the yearly assessment shall become immediately due and payable without notice and/or demand. The entire balance of the assessment owed plus the accrued interest shall constitute a lien on the Unit of the Unit Owner assessed pursuant to Section 6 of the Condominium law."

and by substituting for said language the following new language in its place in said Section 5.4.2:

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"In the event of a default by any Unit Owner in the payment of his or her common charge as described herein (including monthly assessments, special assessments, supplemental assessments or other charge/fee), such Unit Owner shall be obligated to pay a late charge of twenty-five (\$25.00) dollars (which amount may be increased or decreased by vote of the Trustees), for each such payment or installment not paid by the fifteenth (15th) day of the month when due. If the default by the Unit Owner continues for more than 30 days, the entire balance of the yearly assessment shall become immediately due and payable without notice and/or demand.

The Trustees shall have the right to recover any such unpaid common charges, together with late charges and collection costs, in an action to recover the same brought against such Unit Owner or by foreclosure of the lien on such Unit as provided in Section 6 of Chapter 183A of the Massachusetts General Laws. Each such unpaid common charges, together with late charges and collection costs, shall constitute a lien on the Unit of the Unit Owner assessed pursuant to the provisions of Section 6 of said Chapter 183A."

IV. To add to Article V of said Trust instrument the following new Section 5.17 as follows:

"5.17. Leasing Requirements. In furtherance of the provisions of Article 9(i) of the Master Deed, the following leasing requirements are imposed on all Unit Owners:

Any Unit Owner may lease or rent his unit, subject, however, to the following conditions:

- (i) Any lease, or occupancy agreement, shall:
 - (a) be in writing and apply to the entire unit, and not merely a portion thereof; and
 - (b) be for a term of not less than thirty (30) days; and
 - (c) expressly provide that the lease, or occupancy agreement, shall be subject in every respect to the Master Deed of the Condominium, the Declaration of Trust of the Condominium Trust, and the By-Laws and Rules and Regulations thereto, as the same have been amended most recently prior to the execution of the lease, or occupancy agreement; and

- (d) contain the following notice, in capital letters, double spaced:

IMPORTANT CLAUSE

"THE TENANT, BY SIGNING THIS LEASE (OCCUPANCY AGREEMENT) ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF PERTINENT SECTIONS OF THE MASTER DEED OF THE CONDOMINIUM, THE DECLARATION OF TRUST OF THE CONDOMINIUM TRUST AND THE BY-LAWS AND RULES AND REGULATIONS THERETO, AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME, AND THAT HE OR SHE AGREES TO COMPLY IN ALL RESPECTS WITH THE SAME. THE TENANT UNDERSTANDS THAT ANY FAILURE TO COMPLY IN ALL RESPECTS WITH THE PROVISIONS OF SAID DOCUMENTS SHALL CONSTITUTE A MATERIAL DEFAULT IN THE LEASE OR OCCUPANCY AGREEMENT FOR WHICH THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE CONDOMINIUM TRUST (WHO ARE ELECTED BY THE UNIT OWNERS) AND IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES AND OTHER CHARGES, AND THAT THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE (OCCUPANCY AGREEMENT);" and

- (ii) Any failure by the tenant to comply in all respects with the provisions of the Master Deed of the Condominium, The Declaration of Trust of the Condominium Trust and the By-Laws and Rules and Regulations thereto, shall constitute a material default in the lease (occupancy agreement), and in the event of such default, the Trustees of the Condominium Trust shall have the following rights and remedies against both the Unit Owner and the tenant, in addition to all other rights and remedies which the Trustees and the Unit Owners (other than the owner of the affected unit) have or may in the future have, against both the owner of the affected unit and the tenant, all rights and remedies of the Trustees and the Unit Owners (other than the owner of the affected unit) being deemed at all times to be cumulative and not exclusive:
- (a) The Trustees shall have the right to give written notice of the default to both the tenant and the Unit Owner. Said notice shall be deemed properly given if left in any part of the unit addressed to the tenant, and

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mailed, postage prepaid, registered or certified mail, return receipt requested, addressed to the owner of the unit as such address then appears on the records of the Trust, or by delivering said notice in hand, or by delivering said notice in any other manner permitted by law.

- (b) If the default continues for five (5) days after the giving of said notice, then the Trustees shall have the right to: Levy fines against the owner of the affected unit in accordance with the provisions of these By-Laws as per section 5.1.16, and terminate the tenancy by giving notice in writing to quit to the tenant in any manner permitted by law, in the name of the landlord (Unit Owner) or in the name of the Trustees, or both. In case of a tenancy at will, the time of such notice shall be sufficient if it is equal to the interval between the days of rent payment, or thirty (30) days, whichever is longer. In case of a lease, ten (10) days' notice shall be sufficient. In either event, a copy of such notice to quit shall be delivered or mailed to the landlord (Unit Owner) in the manner set forth hereinabove. Thereafter, the Trustees may initiate and prosecute a summary process action against the tenant under the provisions of General Laws, Chapter 239, as amended, or any other applicable statute, in the name of the landlord, or in the name of the Trustees, or both.
- (c) The Trustees shall be entitled to levy a fine, or fines, or give a notice, or notices to quit, followed by a summary process action or actions, and the Trustees' election to pursue any of the foregoing remedies, either at the same time, or in the event of any further default, shall not be deemed to bar the Trustees from exercising any or all such remedies in the future, either as to the same, or any future default(s).
- (d) All of the expenses of the Trustees in giving notice, and notices to quit, and maintaining and pursuing summary process actions and any appeals therefrom, shall be entirely at the expense of the owner of the affected unit, and such costs and expenses may be enforced and collected against the Unit Owner and unit as

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if the same were Common Expenses owed by the unit or Unit Owner.

- (iii) (a) The Unit Owner shall inform rental agents of the provisions of this section, and shall, at his own expense, and upon his own initiative, furnish copies of pertinent sections of the condominium documents to the tenant, and cause the lease or occupancy agreement to be prepared in conformity with the provisions of this section.
- (b) A true copy of the lease or occupancy agreement or any extension or renewal thereof shall be delivered to the Trustees forthwith upon its execution. Except that the Trust may be held liable to the unit owner when the Trustees have unjustifiably evicted a tenant under this section.
- (c) The provisions of this section shall take precedence over any other provision in the lease or occupancy agreement.
- (d) Notwithstanding anything to the contrary herein, and notwithstanding any custom, law or usage to the contrary, it is expressly understood and agreed that neither the Trustees, nor the Unit Owners (other than the owner of the affected unit), shall ever bear any personal or individual responsibility with respect to said lease or occupancy agreement.
- (e) Every lease or occupancy agreement shall have attached thereto, and incorporated therein by reference, a copy of this section, and every lease or occupancy agreement shall be deemed to include all of the provisions of this Section 5.16.

The failure by a Unit Owner to observe any of the foregoing conditions shall constitute a violation of the terms and provisions of this Trust Instrument and the By-Laws contained therein. Notwithstanding anything to the contrary in this section, it is expressly understood and agreed that the provisions of this Section 5.16. shall not apply to any first mortgagee in possession of a unit following default by the Unit Owner in his mortgage, or holding title to a unit by virtue of a mortgage foreclosure proceeding, or deed or other agreement in lieu of foreclosure."

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IN WITNESS WHEREOF, the following Trustees have hereunto set their hands and seals this 17th day of November, 1992.

Michael King

John Nagurney

Richard C. Farrington

Barry Hallett

Michelle Ponte

Mary Small

Christopher McCauley

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

NOVEMBER 17, 1992.

Then personally appeared the above-named Trustees: Michael King, John Nagurney, Richard Farrington, Barry Hallett, Michelle Ponte, Mary Small and Christopher McCauley and each and all acknowledged the foregoing instrument to be their free act and deed as Trustees of The Great Road Condominium Trust, before me.

David L. Fisher
Notary Public

My Commission Expires:

December 26, 1997

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