

LIBERTY COMMONS CONDOMINIUM

DECLARATION OF TRUST

and

BY-LAWS

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This Declaration of Trust made this 3rd day of May, 2001 at Leominster, Worcester County, Massachusetts by Eric W. Sullender and Peter E. Bovenzi, of Lunenburg, Massachusetts and Elizabeth F. Sullivan, of Leominster, Massachusetts, (hereinafter called the "Trustees"), which term and any pronoun referring thereto shall be deemed to include their successors in trust hereunder and to mean the Trustee or the Trustees for the time being hereunder, wherever the context so permits. The said Trustees have been appointed by the Declarant in the Master Deed of Liberty Commons Condominium of even date and recorded in the Worcester Northern District Registry of Deeds in Book 3785, Page 140.

The trust hereby created shall be known as the Liberty Commons Condominium Trust, and under that name, so far as legal, convenient and practicable, shall all business carried on by the Trustees be conducted and shall all instruments in writing by the Trustees be executed.

All of the rights and powers in and with respect to the Common Elements of the Liberty Commons Condominium, established by a Master Deed of even date and recorded herewith which are by virtue of provisions of Chapter 183A of the Massachusetts General Laws conferred upon or exercisable by the organization of Unit Owners of said Condominium, and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder shall vest in the Trustees as joint tenants with right of survivorship as Trustees of this Trust, in trust to exercise, manage, administer and dispose of the same and to receive the income thereof for the benefit of the owners of record from time to time of the Units of said Condominium (herein called the "Unit Owners"), according to the schedule of beneficial interest set forth in said Master Deed and in accordance with provisions of said Chapter 183A, this Trust being the organization of the Unit Owners established pursuant to provisions of said Chapter 183A for the purposes therein set forth.

The undersigned, being the first Board of Trustees appointed by the Declarant under the Master Deed creating Liberty Commons Condominium, hereby declare and adopt the following By-Laws of the Liberty Commons Condominium Association, established for the benefit of the Unit Owners of Liberty Commons Condominium as owners of beneficial interests in said Trust:

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BY-LAWS OF LIBERTY COMMONS
CONDOMINIUM ASSOCIATION

ARTICLE I

BK 03785 PG 152
Plan of Unit Ownership

Section 1. Unit Ownership. These By-Laws have been enacted by and for the organization of Unit Owners of the property located at Liberty Commons Condominium, Leominster, Worcester County, Massachusetts (hereinafter called the "Property") which is more particularly described in the Master Deed dated May 3, 2001, recorded in the Worcester Northern District Registry of Deeds, and which has been submitted to the provisions of Chapter 183A of Massachusetts General Laws by Liberty Rental Corporation (hereinafter called the "Declarant"). The organization thereby created by these By-Laws shall be known as the Liberty Commons Condominium Association (the "Association").

Section 2. Applicability of By-Laws. The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. The terms "Property" as used herein shall include the land, the buildings ("Buildings"), if any, and all other improvements thereon, including the Units ("Units") and Common Areas and Facilities ("Common Elements") owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which have been submitted to the provisions of said Chapter 183A of Massachusetts General Laws.

Section 3. Application. All present and future owners, mortgagees, lessees and occupants of Units and their licensees and employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws and the Master Deed, as well as any Rules and Regulations which may be adopted by the Board, and all covenants, agreements, restrictions, easements and declarations of record ("Title Conditions"). The acceptance of a deed or conveyance or lease, or the act of occupancy of a Unit shall constitute an agreement that these By-Laws, all Rules and Regulations, the provisions of the Master Deed, as they may be amended from time to time, and the Title Conditions are accepted, ratified, and will be complied with.

Section 4. Office. The office of the Condominium and of the Board shall be located at Liberty Commons Condominium, Leominster, Massachusetts, or at such other location as the Trustees may from time to time determine.

ARTICLE II

Trustees

Section 1. Number and Term. The number of Trustees, which shall constitute the whole Board of Trustees "Board" or "Trustees", shall be at least three (3) and no more than five (5). Until succeeded by the Trustees elected by the Unit Owners, Trustees need not be residents and Unit Owners. However, Trustees elected at the First Annual Meeting as defined herein and all Trustees serving thereafter shall be both residents and Unit Owners. Except for the first elected Board, which is described in Section 2 of this Article, Trustees shall be elected for three-year terms on a staggered basis. In any event, however, each Trustee shall hold office until such time as his successor has been elected.

Section 2. Term of Board Elected at First Annual Meeting. At the first annual meeting, three (3) Trustees shall be elected to serve the following staggered terms: One Trustee shall serve for one year, one Trustee shall serve for two years and one Trustee shall serve for three years. All Trustee positions shall be the subject of one vote with the three-year term assigned to the Trustee with the most votes; the two-year term assigned to the Trustee with the second most votes and the one year terms assigned to the Trustee with the third most votes. At the end of their respective terms, Trustees shall be eligible for re-election and they or their elected successors shall serve full three-year terms.

Section 3. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Master Deed or by these By-Laws may not be delegated to the Board of Trustees by the Unit Owners. Such powers and duties of the Board shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the Common Elements.
- (b) Determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property.
- (c) Collection of the common charges from the Unit Owners.
- (d) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.

(e) Adoption and amendment of the Rules and Regulations covering the details of the operation and use of the Common Elements subject to a right of the Unit Owners to overrule the Board (see Article VI, Section 14).

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

(g) Leasing, managing, and otherwise dealing with the Common Elements.

(h) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to it or purchased by it as the result of enforcement of the lien for common expenses or otherwise.

(i) Obtaining insurance for the Property.

(j) Making of repairs, additions, and improvements to, or alterations of, the Property and repairs to and restoration of the Property in accordance with the other provisions of these By-Laws.

(k) The Board shall have the power to enforce obligations of the Unit Owners, to allocate income and expenses, and to do anything and everything else necessary and proper for the sound management of the Condominium. The Board shall have the power to levy fines against the Unit Owners for violations of these By-Laws, Master Deed or reasonable Rules and Regulations established by it to govern the conduct of the Unit Owners in the Common Elements. No fine may be levied for more than \$20.00 for any one violation but for each day a violation continues after notice of 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 charges owed by the particular Unit Owner or Unit Owners. In the case of persistent violation of the Rules and Regulations by a Unit Owner, the Board shall have the power to require such Unit Owner to post a bond to secure adherence to the Rules and Regulations.

(l) Regulation of parking and the unreasonable use of parking spaces in the Common Area including having towed from the Property, at the Unit Owner's expense, any vehicle in violation of these By-Laws, Master Deed or Rules and Regulations.

(m) Purchase of the Units at foreclosure or other judicial sales in the name of the Condominium or its nominee, corporate or otherwise, on behalf of all Unit Owners.

(n) Organizing corporations or trusts to act as nominees of the Condominium in acquiring title to or leasing of Units on behalf of all Unit Owners.

Section 4. Managing Agent. The Board may employ for the Condominium a managing agent at a compensation established by the Board of Trustees, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in sections (a), (c), (d), (i), and (j) of Section 3 of this Article II. The Board may delegate to the managing agent all of the powers granted to the Board by these By-Laws other than the powers set forth in subsections (b), (e), (f), (g), (h) and (k) of Section 3 of this Article II.

Section 5. First Board of Trustees. The first Board has been designated by the Declarant and consists of three Trustees designated to serve until the first annual meeting of Unit Owners, held pursuant to Article III, Section 1 of the By-Laws, at which time all Declarant-appointed Trustees shall resign and be replaced by Trustees elected by the Unit Owners, including the Declarant as owner of unsold Units, if any. Any and all of said Trustees shall be subject to replacement, in the event of resignation or death, in the manner set forth in Section 7 of this Article.

Section 6. Removal. Trustees, except the members of the first Board of Trustees, may be removed for cause by an affirmative vote of a majority of the Unit Owners. No Trustee shall continue to serve on the Board if, during his term of office, he shall cease to be a resident Unit Owner.

Section 7. Vacancies. Vacancies in the Board caused by any reason other than the removal of a member thereof by a vote of the Unit Owners shall be filled by vote of a majority of the remaining members at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meetings may constitute less than a quorum, and each person so elected shall be a member of the Board until the next annual meeting of Unit Owners at which time said member shall resign and be replaced by a Trustee elected by the Unit Owners. Notwithstanding the foregoing, however, vacancies on the Board in positions originally designated by the Declarant shall be filled by designation by the Declarant until the first annual meeting as set forth in Section 2 of Article II.

Section 8. Organization Meeting. The first meeting of the members of the Board following the annual meeting of the Unit Owners shall be held within ten (10) days thereafter, at such time and place as shall be fixed by the Board at the meeting at which such Board shall have been elected, and no notice shall be necessary to the newly elected members of the Board in order legally to constitute such meeting, providing a majority of the whole Board shall be present at said election meeting.

Section 9. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the members of the Board, but at least two such meetings shall be held during each fiscal year. Notice of

regular meetings of the Board shall be given to each member of the Board, by mail or fax, at least five (5) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board may be called by the President on two (2) business days' notice to each member of the Board, given by mail or fax, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall also be called by the President or Clerk in like manner and on like notice on the written request of at least two (2) members of the Board.

Section 11. Waiver of Notice. Any member of the Board may at any time waive notice of any meeting of the Board in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof unless the member objects in writing at the commencement of the meeting. If all the members of the Board are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum of Board. At all meetings of the Board, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board 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 such adjourned meeting at which a quorum is present, any business which might have been enacted at the meeting originally called, may be transacted without further notice.

Section 13. Action by Unanimous Consent. Any action required or permitted to be taken at any regular or special meeting of the Board may be taken without a meeting if all the Trustees consent to the action in writing and the written consents are filed with the Clerk of the Board. Such consents shall be treated for all purposes as a vote at a meeting.

Section 14. Fidelity Bonds. The Board shall obtain adequate fidelity bonds for all officers and employees of the Condominium handling or responsible for Condominium funds. The premium on such bonds shall constitute a common expense.

Section 15. Compensation. No member of the Board shall receive any compensation from the Condominium for acting as such.

Section 16. Liability of the Board of Trustees. The Trustees shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith, and the Board may secure insurance protecting the Trustees against such liability. The Unit Owners shall indemnify and hold

harmless each of the Trustees against all contractual liability to others arising out of contracts made by the Board on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or of these By-Laws. It is intended that the Trustees shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is understood and permissible for the original Board, who are members of or employed by the Declarant, to contract with the Declarant and affiliated corporations without fear of being charged with self-dealing. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the Trustees shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interests of all the Unit Owners in the Common Elements. Every agreement made by the Board or by the managing agent, or by the manager on behalf of the Condominium shall provide that the Trustees, or the managing agent, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

Section 17. Certification re Status of Board. Notwithstanding the provisions of Article IV, Section 8, any instrument signed by a majority of the Board named in the Master Deed or a majority at any time of the members of the Board as they appear of record, and duly attested as the act of the Condominium, may be relied upon as establishing conclusively that such instrument was the free act of the Condominium, and shall be binding upon the Condominium. No purchaser, mortgagee, lender or other person dealing with the Board shall be bound to ascertain or inquire further as to the persons who are then members of the Board nor be affected by any notice, implied or actual, relative thereto, other than a certificate, signed by the Clerk of the Association and recorded in Worcester Northern District Registry of Deeds, and such recorded certificate shall be conclusive evidence of the membership of the Board and of any changes therein.

ARTICLE III

Unit Owners

Section 1. Annual Meetings. Within three (3) years after title to the first unit (as described in Exhibit B of the Master Deed) has been conveyed, or in the event additional residential units are added to the Condominium pursuant to Paragraph 14 (d) of the Master Deed or five (5) years after title to the first unit (as described in Exhibit B of the Master Deed) has been conveyed, the Declarant shall call the first annual meeting of Unit Owners. Thereafter, annual meetings shall be held on the anniversary of such date each succeeding year. At such meetings vacant positions on the Board shall be ruled by a

majority vote of the Unit Owners present. The Unit Owners may also transact such other business of the Condominium as may properly come before them.

Section 2. Place of Meetings. Meetings of the Unit Owners shall be held at the principal office of the Condominium, or at such other suitable place convenient to the Unit Owners as may be designated by the Board.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners as directed by the Board or upon a petition signed by Unit Owners having at least twenty percent (20%) of the votes as defined in Section 6 of Article III having been presented to the Clerk.

Section 4. Notice of Meetings. It shall be the duty of the Clerk to mail a postage prepaid notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held and any proxy materials deemed necessary by the Board, to each Unit Owner of record, at least ten (10) days prior to such meeting. Upon mailing in the manner provided in these By-Laws, notice shall be considered duly served.

Section 5. Adjournment of Meetings. If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority in common interest of the Unit Owners 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.

Section 6. Voting and Proxies. The Owner or Owners of each Unit, or some person designated by such Owner or Owners to act as proxy on his or their behalf who need not be an Owner, shall be entitled to cast the votes appurtenant to such Unit at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Clerk but only upon forms supplied by said Clerk. The Board shall have the authority to reject proxies on forms other than those created by the Clerk. Proxies shall be revocable at any time by written notice, to the Clerk by the Owner or Owners so designating. Any or all such Owners may be present at any meeting of the Unit Owners and may vote or take any other action as a Unit Owner either in person or by proxy. Each Unit Owner (including the Declarant, if the Declarant shall then own one or more Units) shall be entitled to cast one vote at all meetings of the Unit Owners equal to the percent of interest in the Common Elements applicable to his, her or its Unit. In the event that a Unit is owned by more than one person as tenants by the entirety, joint tenants or tenants in common, all such persons must designate in writing prior to the beginning of any meeting one representative who shall cast all the votes associated with said Unit. A fiduciary shall be the voting member with respect to any Unit held in a fiduciary capacity. Any Unit or Units owned by the Board or its designee shall not be entitled to a vote.

Section 7. Majority of Unit Owners. As used in these By-Laws the term "majority of Unit Owners" shall mean those Unit Owners having more than fifty (50%) percent of the total authorized votes of all Unit Owners determined in accordance with the provisions of Section 6 of this Article III.

Section 8. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy, of a majority of Unit Owners shall constitute a quorum at all meetings of the Unit Owners.

Section 9. Majority Vote. The vote of a majority of Unit Owners present at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where in the Master Deed or these By-Laws, or by law, a higher percentage vote is required.

ARTICLE IV

Officers of the Condominium

Section 1. Designation. The principal officers of the Condominium shall be the President, the Vice President, the Clerk and the Treasurer, all of whom shall be elected by the Board. The Board may appoint an assistant treasurer, an assistant clerk and such other officers as in its judgment may be necessary. The President and Vice President, but no other officers, need be members of the Board.

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

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board, 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, or by unanimous consent of the Board, as provided for in Article II, Section 13 of these By-Laws.

Section 4. President. The President shall be the chief executive officer of the Condominium, shall preside at all meetings of the Unit Owners and of the Board, and 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

Unit Owners from time to time as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the Condominium.

Section 5. Vice President. The Vice President, shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board or by the President.

Section 6. Clerk. The Clerk shall keep the minutes of all meetings of the Unit Owners and of the Board; shall have charge of such books and papers as the Board may direct; and shall 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. The Clerk shall annually certify in a written instrument recorded in the Worcester Northern District Registry of Deeds the membership of the Board of Trustees.

Section 7. Treasurer. The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. He 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 Treasurer of a stock corporation organized under the business corporation law of the Commonwealth of Massachusetts. No payment vouchers shall be paid unless and until approved by the Treasurer.

Section 8. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Condominium shall be executed by any two (2) officers of the Condominium or by such other person or persons as may be designated by the Board.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Condominium for acting as such.

ARTICLE V

Notices

Section 1. Definition. Whenever under the provisions of the Master Deed or of these By-Laws, notice is required to be given to the Board, any Trustee or Unit Owner, 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 Board, such Trustee or Unit Owner at such address as appears on the books of the Condominium. Notice shall be deemed given as of the date of mailing.

Section 2. Service of Notice - Waiver. Whenever any notice is required to be given under the provisions of the Master Deed, or of 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 VI

Operation of The Units

Section 1. Determination of Common Expenses and Fixing of Common Charges. The Board shall from time to time, and at least annually, prepare a budget for the Units, determine the amount of the common charges payable by the Unit Owners to meet the common expenses of the Units and allocate and assess such common charges among the Unit Owners according to their respective Common Area Percentage. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board pursuant to the provisions of Section 6 of this Article VI. The common expenses may also include such amounts as the Board may deem proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital of the Units, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the Unit common expenses, the common expenses may also include such amounts as may be required for the purchase or lease by the Board, on behalf of all Unit Owners, of any Unit whose owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale.

The Board may also levy a special or extraordinary assessment against the Units in the event that the budget for any year is insufficient to pay any expenses or capital costs of

the Units. Any such special or extraordinary assessment shall be payable upon such terms and conditions as the Board may deem necessary.

The Board shall advise all Unit Owners promptly in writing of the amount of the common charges payable by each of them, respectively, as determined by the Board, as aforesaid and shall furnish copies of each budget on which such common charges are based to all Unit Owners and to their mortgagees. For the first sixty (60) days after the first Unit is conveyed the Declarant will be required to pay only fifty (50%) percent of the common charges in full on any unoccupied Units completed and owned by the Declarant, but thereafter will be required to pay the common charges in full allocable to any completed unoccupied Unit owned by it. In any event Declarant will be required to pay common charges in full on any occupied Unit owned by it.

Section 2. Payment of Common Charges. All Unit Owners shall be obligated to pay the common charges assessed by the Board pursuant to the provisions of Section 1 of this Article VI monthly in advance or at such other time or times as the Board shall determine.

No Unit Owner shall be liable for the payment of any part of the common charges assessed against his Unit subsequent to a sale, transfer or other conveyance by him of such Unit, together with the Appurtenant Interests, as defined in the Master Deed. In addition, any Unit owner may, subject to the terms and conditions specified in these By-Laws, provided that his Unit is free and clear of liens and encumbrances other than the statutory lien for unpaid common charges, convey his Unit, together with the Appurtenant Interests to the Board, and in such event be exempt from common charges thereafter assessed. A purchaser of a Unit shall be liable for the payment of common charges assessed and unpaid against such Unit prior to the acquisition by him of such Unit, except that a mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit shall not be liable for, and such Unit shall not be subject to, a lien for the payment of common charges assessed prior to the foreclosure sale except as otherwise provided by M.G.L. Chapter 183A.

Section 3. Collection of Assessments. The Board shall take prompt action to collect any common charges due from any Unit Owner which remains unpaid after the due date thereof. In the event of default by any Unit Owner in paying to the Board the common charges as determined by the Board, such Unit Owner shall be obligated to pay a late charge at a rate established by the Board together with all expenses, including attorney's fees, incurred by the Board in its efforts, including any proceeding brought to collect such unpaid common charges. The Board shall have the right and duty to attempt to recover such common charges, together with late charges thereon, and the expenses of the efforts and proceedings, including attorney's fees, 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 Massachusetts General Laws.

Section 4. Foreclosure of liens for unpaid Common Charges. In any action brought by the Board to foreclose a lien on a Unit because of unpaid common charges, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board, acting on behalf of all Unit Owners, shall have the power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same but not to vote the votes appurtenant to said Unit. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 5. Statement of Common Charges. The Board shall promptly provide any Unit Owner, so requesting the same in writing, with a written statement of all unpaid common charges due from such Unit Owner.

Section 6. Insurance. Section 6.1. Coverage. The Board shall maintain, to the extent available, master policies of insurance of the following kinds, insuring the interest of the Association, the Trustees, all Unit Owners and their Mortgagees as their interests may appear.

A. Casualty or physical damage insurance on the buildings, if any, and all other insurable improvements forming part of the common elements of the Condominium, now existing or as they may from time to time be increased by amendment to the Master Deed, together with the service machinery, apparatus, equipment and installations located in the Condominium and existing for the provision of central services or for common use, in an amount not less than 100% of their full replacement value (exclusive of foundations, if applicable) as determined by the Board in its judgment, against; (1) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, together with coverage for the payment of common expenses attributable to damaged Units during the period of reconstruction, and (2) such other hazards and risks as the Board from time to time in its discretion shall determine to be appropriate, including but not limited to vandalism, malicious mischief, windstorm and water damage, machinery explosion or physical damage insurance. Such policy or policies shall provide (to the extent such clauses are so obtainable) (1) that such policies may not be cancelled or substantially modified without at least ten days prior written notice to all of the insureds including each Unit mortgagee and (2) that the coverage thereof shall not be terminated for nonpayment of premiums without thirty days notice to all of the insured including each Unit mortgagee. Certificates of such insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered by the Board to Unit Owners and their mortgagees upon request at least ten days prior to the expiration of the then current policies.

B. Comprehensive public liability insurance in such amounts and forms as shall be determined by the Board, covering the Association, the Board, the Unit Owners and any manager or managing agent of the Condominium with limits of not less than a single limit of \$1,000,000 for claims for bodily injury or property damage arising out of one occurrence, a limit of \$50,000 for each occurrence for water damage and legal liability endorsement to cover liability of any insured to other insureds.

C. Workman's compensation and employer's liability insurance covering any employees of the Association.

The Board may, in its sole discretion, purchase such other insurance as they shall determine.

Section 6.2. Payment to Board in Case of Loss. Such master policies shall provide that all casualty loss proceeds thereunder shall be paid to the Board of Trustees as insurance trustee under these By-Laws. The duty of the Board as such insurance trustee shall be to receive such proceeds as are paid and to hold, use and disburse the same for the purposes stated in this Section and Section 7. If repair or restoration of the damaged portions of the Condominium is to be made, all insurance loss proceeds shall be held in shares for the Association and the owners in proportion to the respective costs of repair or restoration of the Common Elements, with each share to be disbursed to defray the respective costs of repair or restoration with any excess of any such share of proceeds above such costs of repair or restoration to be paid to the Association or Unit Owners upon completion of repair or restoration; but if pursuant to Section 7, restoration or repair is not to be made, all insurance loss proceeds shall be held as common funds of the Association and applied for the benefit of Unit Owners in proportion to their beneficial interests in the Association if the Condominium is totally destroyed, and, in the event of partial destruction, after payment for such restoration of the Common Elements as the Board may determine to the Unit Owners in proportion to their beneficial interests as described. Such application for the benefit of Unit Owners shall include payment directly to a Unit Owners' mortgagee if the mortgage so requires.

Section 6.3. Other Provisions. In addition to the coverage and provisions set forth in Section 6.1, the Trustees shall, in their discretion, see that all policies of physical damage insurance: (1) shall contain waivers of subrogation by the insurer as to claims against the Condominium, the Board, their employees, Unit Owners and members of the family of any Unit Owner who resides with said Unit Owner, except in cases of arson and fraud; (2) shall contain a waiver of defense of invalidity on account of the conduct of any of the Unit Owners over which the Board has "no control"; (3) shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Unit Owners or their mortgagees; and (4) shall exclude policies obtained by individual Unit Owners from consideration under any "no other insurance"

clause. The Board may include a deductible provision, up to \$5,000, in their own discretion and in such greater amounts as the Unit Owners may authorize.

Section 6.4. Owner's Insurance and Responsibility for Increase in Premiums of Master Policy. Each Unit Owner may obtain additional insurance for his or her own benefit at his or her own expense. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Board pursuant to Section 6.1 above, and each Unit Owner hereby assigns to the Board the proceeds of any such policy to the extent that any such policy does in fact decrease such coverage, said proceeds to be applied pursuant to the terms of this Section as if produced by such coverage. Copies of all such policies (except policies covering only personal property of individual Unit Owners) shall be filed with the Board.

Section 6.5. Insurance a Common Expense. The cost of the insurance purchased pursuant to Section 6 shall be a common expense for the Unit Owners assessable and payable as provided in Section 1 through 4 of this Article VI.

Section 7. Repair or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of any of the Common Elements as a result of fire or other casualty, the Board shall arrange for their prompt repair and restoration, and the Board shall disburse the proceeds of all insurance policies to the contractors engaged in such repair or restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board may assess all the Unit Owners for such deficit and for a completion bond for such deficit as part of the common charges.

If there shall have been a repair or restoration pursuant to the first paragraph of this Section, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be added to the Condominium's reserve fund or, at the option of the Board, divided among all the Unit Owners in proportion to their respective common interests after first paying out of the share due each Unit Owner such amounts as may be required to reduce unpaid Common Area Charges due on such Unit.

Notwithstanding the foregoing, if, as result of fire or other casualty, the loss exceeds ten (10%) percent of the value of the Condominium prior to the casualty, and

(1) If seventy-five (75%) percent of all Unit Owners do not agree within 120 days after the date of the casualty to proceed with repair or restoration, the Condominium, including 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 undivided ownership in the Common Elements. Upon such sale the Condominium shall be deemed removed from the provisions of Chapter 183A of the Massachusetts General Laws.

(2) If seventy-five (75%) percent of the Unit Owners agree to proceed with the necessary repair or restoration, the cost of the rebuilding of the Condominium in excess of any available common funds, including the proceeds of any insurance, shall be a common expense, provided, however, that if such excess costs exceed ten (10%) percent of the value of the Condominium prior to the casualty, any Unit Owner who did not so agree may apply to the Superior Court of Worcester 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.

Section 8. Maintenance and Repairs.

(a) All maintenance and replacement of and repairs to any Unit, whether structural or non-structural, ordinary or extraordinary, and to the doors and windows, electrical, heating and ventilating, air-conditioning fixtures and any other items within or a part of the Unit shall be made at the Unit Owner's expense, except as otherwise specifically provided herein.

(b) All maintenance, repairs and replacements to the Common Elements, as defined in the Master Deed shall be made by the Board and shall be charged to all the Unit Owners as a common expense except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner.

Section 9. Restriction on Use of Units. In order to provide for congenial occupancy of the property and for the protection of the values of the Units:

(a) The use of the Property shall be restricted to housing for single families or for not more than two individuals unrelated by blood or marriage in each Unit and Common Elements relating thereto.

(b) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

(c) No nuisance shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

(d) No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed, and violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners or the Board, whichever shall have the obligation to maintain or repair such portion of the Property.

(e) Except as permitted herein, no Unit may be leased by the Owner(s) thereof to third parties, nor may any Unit be occupied by anyone other than the Owner and his/her/their immediate family for more than six (6) months out of any twelve (12) consecutive months. PROVIDED HOWEVER, that the Declarant may, at any time, lease or rent any Unit or Units of which it is the Owner, whether before or after the initial sale of any such Unit or Units. PROVIDED FURTHER; subject to the restrictions contained in Article XIV, Units may be leased to third parties for periods greater than six (6) months provided that any such lease will not result in the failure of mortgages of the Units to qualify for sale to the Federal Home Loan Mortgage Corporation and/or the Federal National Mortgage Association under laws and regulations applicable thereto and that the lease names the Board of Trustees as a party thereto and provides that:

(1) Tenant shall be bound by the terms of the Master Deed, By-Laws and Rules and Regulations of Liberty Commons Condominium, including the portions thereof relating to fines for violations of the said Rules and Regulations;

(2) Tenant shall, upon notice from the Board in writing, pay the Common Area charges for his/her Unit directly to the Board and may reduce the rental payment to Landlord accordingly;

(3) Non-payment of Common Area Charges or failure to comply with the Condominium Documents shall be grounds for eviction by the Board of Trustees but shall in no way vitiate or diminish Landlord/Unit Owner's obligation to pay said Common Area Charges; and

(4) The Tenant may not assign or sublet without the written consent of the Board of Trustees.

(f) Notwithstanding the preceding restrictions, the Declarant may at any time maintain one or more Units owned by it to be used as a sales office and/or model apartment.

Section 10. Improvements.

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

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

Section 11. Additions, Alterations or Improvements by Unit Owners. No Unit Owner shall make any addition, alteration, or improvement in or to his Unit without prior written consent thereto of the Board, excepting usual repair and maintenance. The Board shall have an obligation to answer any written request by a Unit Owner for approval of a proposed addition, alteration or improvement in such Unit, within sixty (60) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board to the proposed addition, alteration or improvement. No Unit Owner shall make an application to any department of the City of Leominster or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit incurring any liability on the part of the Board nor will a Unit Owner create Board liability to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

The provisions of this Section 11 shall not apply to Units owned by the Declarant until such Units shall have been initially sold by the Declarant.

Section 12. Use of Common Elements. A Unit Owner shall not place or cause to be placed in or on the Common Elements, other than an area to which such Unit Owner has direct and exclusive access, any furniture, packages or objects of any kind. The driveways and walks shall be used for no purpose other than normal transit over them.

Section 13. Right of Access. A Unit Owner shall grant a right of access to his Unit to the manager and/or the managing agent and/or any other person authorized by the

Board for the purpose of correcting any conditions originating in the Unit or elsewhere in the Building in which the Unit is located, provided that any such entry is at a time reasonably convenient to the Unit Owner. In case of emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of any exercise of the right of access provided in this section, any costs for repairs shall be borne in accordance with the provisions of Section 8 of this Article.

Section 14. Rules and Regulations. Rules and Regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board. The Board shall furnish copies of such Rules and Regulations to each Unit Owner prior to the time when the same shall become effective. At a special meeting of the Unit Owners called for such purpose, the Unit Owners may, by vote of sixty seven percent (67%) of the votes as defined in Article III, Section 6, repeal any such Rule or Regulation enacted by the Board.

Section 15. Electricity, Water and Utilities. Utilities, including but not limited to water and electricity, shall be supplied by the public utility companies serving the area directly to each Unit through a separate meter and each Unit Owner shall be required to pay the bills for said utilities consumed or used by his Unit. The utilities serving the Common Elements shall be separately metered, and the Board shall pay all bills for utilities consumed in such portion of the Common Elements, as a Common Expense.

ARTICLE VII

Mortgages

Section 1. Notice to the Board. A Unit Owner who mortgages his Unit shall notify the Board of the name and address of his mortgagee and shall file a confirmed copy of the note and mortgage with the Board; the Board shall maintain such information in a book.

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

Section 3. Notice of Default. The Board, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has heretofore been furnished to the Board.

Section 4. Examination of Books. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days.

Section 5. Availability of Audited Financial Statements. If the Condominium consists of 50 or more units, the Association shall make an audited statement for the preceding fiscal year available within 120 days of the Association's year-end to the holder, insurer or guarantor of any first mortgage that is secured by a unit in the Condominium on submission of a written request for the statement. If the condominium consists of fewer than 50 units and there is no audited statement available, any mortgage holder shall be entitled to have an audited statement prepared at its own expense.

ARTICLE VIII

Mortgages of Units

Section 1. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the appurtenant interest, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including 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 Interest 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 Interest of all Units.

Section 2. Payment of Assessments and Release of Liens. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until the charges theretofore assessed by the Board against his Unit have been paid and until he shall have satisfied all unpaid liens against such Unit. Upon satisfaction that all such indebtedness has been discharged, any two Trustees may, upon the advice of the Treasurer of the Board, execute a release of the Unit from the lien arising under Chapter 183A, Section 6, which release may be recorded.

ARTICLE IX

Condemnation

Section 1. Condemnation. If more than ten (10%) percent of the Condominium is taken under the power of eminent domain, the taking shall be treated as a "casualty loss", and the provisions of Section 17 of Chapter 183A of Massachusetts General Laws shall apply. Where one or more Units have been substantially altered or rendered uninhabitable as a result of a partial taking, and the Unit Owners vote to restore and continue the Condominium pursuant to the provisions of Section 17 of said Chapter 183A, 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 Unit Owner of such remaining portion who does not agree with such determination may apply to the Superior Court of Worcester County on such notice to the Board as the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court. Where, as a result of a partial taking, any Unit is decreased by a partial taking, then the Board may make such provision for realignment of the percentage interests in the Common Elements as shall be just and equitable.

In the event of a total or partial taking under the powers of eminent domain, the Unit Owners shall be represented by the Condominium Association acting through the Board. In the event of a partial taking, the award shall be allocated to the respective Unit Owners according to their undivided interest in the Common Elements, except as to such portion or portions of the award which are attributable to direct or consequential damages suffered by particular Units, which their interest may appear. In the case of a total taking of all Units and the Common Elements, the entire award shall be payable to the Board to be distributed to the Unit Owners in accordance with their respective percentage interests in the Common Elements.

ARTICLE X

Records

Section 1. Records and Audits. The Board shall keep detailed records of the actions of the Board, minutes of the meetings of the Board, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit, which, among other things, shall contain the amount of each assessment of common

charges against 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 Condominium, prepared by an independent certified 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, Rules and Regulations and floor plans of the Buildings 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 Unit Owners, their mortgagees and their authorized agents during reasonable business hours.

ARTICLE XI

Miscellaneous

Section 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.

Section 2. Captions. The captions herein are inserted only as a matter of convenience and reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

Section 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.

Section 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.

ARTICLE XII

Amendments to By-Laws

Section 1. Amendments to By-Laws. These By-Laws may be modified or amended by sixty-seven percent (67%) (or if such modification or amendment affects a provision then requiring a larger percentage, such larger percentage) of the votes, as that term is defined in Article III, Section 6, of all Unit Owners at a meeting of Unit Owners

duly held for such purpose and the written consent of the holders of a majority of the first mortgages on mortgaged Units.

For as long as Declarant remains the Owner of any Unit in the Condominium, these By-Laws may not be amended so as to adversely affect Declarant without Declarant's consent.

ARTICLE XIII

Conflicts

These By-Laws are set forth to comply with the requirements of Chapter 183A of Massachusetts General Laws. In case any of these By-Laws conflict with the provisions of said statute or the Master Deed recorded in the Worcester Northern District Registry of Deeds, the provisions of said statute or the Master Deed recorded in the Worcester Northern District Registry of Deeds, as the case may be, shall control.

ARTICLE XIV

FHLMC and FNMA Provisions

Notwithstanding anything to the contrary contained elsewhere in these By-Laws, the following provisions shall govern and be applicable insofar as the same are required in the sole discretion of the Trustee in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgage Corporation (FHLMC) and/or the Federal National Mortgage Association (FNMA) under laws and regulations applicable thereto, to wit:

Section 1. No Liability for Common Charges. Any first mortgagee who obtains title to a Condominium Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee. As used herein, "First Mortgagee" shall mean a lender holding a first mortgage whether or not said mortgagee is listed on the records of the Condominium as such.

Section 2. Two-Thirds Majority. Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium project, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned), or Owners (other than sponsor, developer, or builder) of the individual Condominium Units have given their prior written approval, the Trustees of the Association shall not be entitled to:

(a) by act or omission, seek to abandon or terminate the Condominium project;

(b) change the pro rata interest or obligation of any individual Condominium Unit for the purpose of:

(1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or

(2) determining pro rata share of ownership of each Condominium Unit in the Common Elements;

(c) partition or subdivide any Condominium Unit;

(d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. The granting of easements for public purposes consistent with the intended use of the Common Elements by the Condominium project shall not be deemed a transfer within the meaning of this clause;

(e) use hazard insurance proceeds for losses to any Condominium property for other than the repair, replacement or reconstruction of such Condominium property.

Section 3. Priority in Loss or Condemnation. No provision of said Master Deed or these By-Laws shall give a Condominium Unit Owner, or any other party, priority over any rights of the first mortgagee of the Condominium 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 Condominium Units and/or Common Elements.

Section 4. Reserves. Condominium dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

Section 5. Notice of Defaults. A first mortgagee, upon request, will be entitled to written notification from the Board of any default in the performance by the individual Unit Owner of any obligation under the Condominium documents which is not cured within sixty (60) days.

Section 6. Management Contracts. Any agreement for professional management of the Condominium, or any other contract providing for services of the developer, sponsor, or builder, may not exceed three (3) years. Any such agreement must provide for

termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

Section 7. Insurance. The Board shall obtain fidelity coverage against dishonest acts on the part of Board of Trustees or managing Agents, Employees or volunteers responsible for handling funds belonging to or administered by the Board of Trustees. Said fidelity bond or insurance must name the Association as the named insured and shall be written in an amount sufficient to provide protection which is in no event less than one and one-half times the Insured's estimated annual operating expenses and reserve. If said policy would not otherwise cover persons who serve without compensation, appropriate endorsements to cover said volunteers shall be added to the policy.

Section 8. Annual Statements. The firm accountants servicing Liberty Commons Association shall prepare an audited financing statement within a reasonable time after the end of the fiscal year of the Association.

Section 9. Leasing. The Board of Trustees may allow not more than thirty (30%) percent of the Units of the Condominium to be leased to third parties, said percentage to be allocated on a first come first served basis, provided, however, this provision shall not apply to any unit subject to a mortgage held by the Veteran's Administration.

Section 10. Declarant's Common Charges. For a period of sixty (60) days after the first Unit is conveyed, the Declarant will be required to pay only fifty (50%) percent of the common charges allocable to any unoccupied Units completed and owned by the Declarant, but thereafter will be required to pay common charges in full on any completed unoccupied Unit owned by it. In any event, Declarant will be required to pay common charges in full on any occupied Unit owned by it.

Section 11. Maximum Unit Ownership. No single entity (the same individual, investor group, partnership or corporation) other than the Declarant during the initial sales period, may own more than 10% of the total units in the Condominium project.

IN WITNESS WHEREOF, we, the undersigned, hereby accept appointments as Trustees hereunder and adopt the foregoing By-Laws of Liberty Commons Condominium Association.

EXECUTED as a sealed instrument this 3rd day of May, 2001.

LIBERTY COMMONS CONDOMINIUM TRUST

By: *Eric W. Sullender, Trustee*
Eric W. Sullender, Trustee

By: *Peter E. Bovenzi*
Peter E. Bovenzi, Trustee

By: *Elizabeth F. Sullivan, Trustee*
Elizabeth F. Sullivan, Trustee

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, SS

Date: May 3, 2001

Then personally appeared the above-named Peter E. Bovenzi, Eric W. Sullender and Elizabeth F. Sullivan, Trustees of the Liberty Commons Condominium Association and acknowledged the foregoing instrument to be their free act and deed, before me,

Thomas M. Bovenzi
Notary Public *Thomas M. Bovenzi*
My Commission Expires: *July 22, 2005*
SEAL

Return to:
James Moriarty, Esq
Liberty Rental Corp.
14 Monument Square-Suite 200
Leominster, MA 01453

**FIRST AMENDMENT TO
DECLARATION OF TRUST AND BY-LAWS
OF CONDOMINIUM**

WITNESSETH that Liberty Commons Leominster Limited Partnership, a Massachusetts Limited Partnership with a general partner of Liberty Rental Corporation, with a usual business address of 14 Monument Square, Leominster, Massachusetts, pursuant to the rights and powers reserved in Article XII of the Declaration of Trust and By-Laws of Liberty Commons Condominium dated May 3, 2001 and recorded in the Worcester Northern Registry of Deeds, Book 3785, Page 151 ("the Declaration of Trust"), hereby amends the Declaration of Trust to include the following:

1. Paragraph A of Article VI, Section 6.1 Coverage is deleted in its entirety and replaced with the following:

" A. Casualty or physical damage insurance on the buildings, on all other insurable improvements forming part of the common elements of the Condominium, and on all of the individual Condominium Units (but not including furniture, furnishings, and other personal property of the Unit Owners therein), now existing or as they may from time to time be increased by amendment to the Master Deed, together with the service machinery, apparatus, equipment and installations located in the Condominium and existing for the provision of central services or for common use, in an amount not less than 100% of their full replacement value (exclusive of foundations, if applicable) as determined by the Board in its judgment, against: (1) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, together with coverage for the payment of common expenses attributable to damaged Units during the period of reconstruction, and (2) such other hazards and risks as the Board from time to time in its discretion shall determine to be appropriate, including but not limited to vandalism, malicious mischief, windstorm and water damage, machinery explosion or physical damage insurance. Such policy or policies shall provide (to the extent such clauses are so obtainable): (a) that such policies may not be cancelled or substantially modified without at least ten days prior written notice to all of the insureds including each Unit mortgagee and (b) that the coverage thereof shall not be terminated for nonpayment of premiums without thirty

MARGINAL REFERENCE
BOOK 3785 PAGE 151
BOOK _____ PAGE _____

days notice to all of the insured including each Unit mortgagee. Certificates of such insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered by the Board to Unit Owners and their mortgagees upon request at least ten days prior to the expiration of the then current policies.

- 2. Section 9 of Article XIV is deleted in its entirety and replaced with the following:

“Leasing. The Board of Trustees may allow not more than thirty (30%) percent of the Units of the Condominium to be leased to third parties, other than the lease of Units which continue to be owned by the Declarant as provided for below in Section 11, said percentage to be allocated on a first come first served basis, provided, however, this provision shall not apply to any unit subject to a mortgage held by the Veteran's Administration.”

IN WITNESS WHEREOF, Liberty Commons Leominster Limited Partnership has caused this instrument to be executed as a sealed instrument on this 19th day of March, 2002.

LIBERTY COMMONS LEOMINSTER
LIMITED PARTNERSHIP
By its General Partner
LIBERTY RENTAL CORPORATION

Owner of 100% of the Condominium Unit Interest
By: [Signature]
Eric W. Sullender, Its President

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

Date: March 19, 2002

Then personally appeared the above-named Eric W. Sullender and acknowledged the foregoing instrument to be his free act and deed in his capacity as President of Liberty Rental Corporation, as General Partner of Liberty Commons Leominster Limited Partnership, before me,

[Signature]
Notary Public
My Commission Expires: May 6, 2005