

other purposes. Nothing in this paragraph shall be construed as making it obligatory upon the Trustees to amend, alter, add to or change the Declaration of Trust upon obtaining the necessary consent as hereinbefore provided.

Notwithstanding any other provision of this Trust, no amendment which alters or impairs in any manner rights, privileges or powers conferred upon or reserved to the Declarant shall be effective unless signed by the Declarant.

Section 7.2. Termination.

The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of Chapter 183A in accordance with the procedure therefor set forth in section 19 of said Chapter.

Section 7.3. Disposition of Trust Property Upon Termination.

Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of Chapter 183A, sell and convert into money the whole of the Trust property, or any part thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities or obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them which shall be conclusive, all other property then held by them in trust hereunder, to the Unit Owners according to their respective beneficial interest stated in this Trust. In making any sale under this section, the Trustees shall have power to sell by public auction or private sale or contract and to buy in or

rescind or vary any contract of sale and to resell without being answerable for loss and, for said purposes, to do all things, including the execution and delivery of instruments, as may by their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distributions of this Trust property may have passed.

ARTICLE VIII

Construction and Interpretation


In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is reasonably required by the subject matter or context. The title headings of different parts hereof are inserted only for convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts. Unless the context otherwise indicates, words defined in Chapter 183A shall have the same meaning in this Declaration of Trust.

The invalidity of any provisions of this Trust shall not be deemed to impair or affect the validity of the remainder of this Trust; and in such event, all of the provisions of this Trust

shall continue in full force and effect, as if such invalid provision had never been included herein.

IN WITNESS WHEREOF George T. Allen, Jr., and Jon H. Graham, have set their hands and seals on the day and year first hereinabove set forth.


George T. Allen, Jr., Trustee of
Canal Place Condominium Trust


Jon H. Graham, Trustee of
Canal Place Condominium Trust

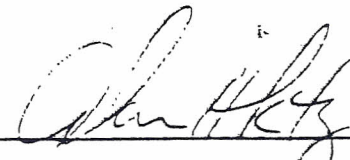
Trustees as aforesaid
and not individually

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

October 24, 1987

Then personally appeared the above-named George T. Allen, Jr. and Jon H. Graham, Trustees as aforesaid, and acknowledged the foregoing instrument by them subscribed to be their free act and deed, before me,



Notary Public
My commission expires: 11/29/91

Canal Place Condominium
200 Market Street
Lowell, Massachusetts

Amendment to Article V-By-laws
Of the Declaration of Trust of Canal Place Condominium Trust

Pursuant to the provisions of Article VII, "Amendment and Termination" of the Declaration of Trust of Canal Place Condominium Trust, Article V, By-laws is hereby amended by adding the following subsection: Rules and Regulations.

This Amendment to Article V--By-laws is as follows:

Rules and Regulations. The Trustees have adopted the initial rules and regulations set forth on Schedule A which is annexed hereto and is hereby incorporated by this reference and made a part hereof, governing the details of the operation and use of the common areas and facilities, and containing such restrictions on, and requirements respecting the use and maintenance of the common areas and facilities as are consistent with the provisions of the Master Deed, and designed to prevent unreasonable interference with the use by the Unit Owners of the common areas and facilities. The rules and regulations shall be hereinafter referred to generally as the "Policies and Procedures". These Policies and Procedures are in substitution of the rules and regulations referenced as Schedule A in the Declaration of Trust at the time of its recording. No such rules and regulations were attached to said Trust as stated. All provisions in the Trust pertaining to rules and regulations shall pertain to the Policies and Procedures.

The Board of Trustees may at any time and from time to time amend, alter, add to or change the said policies and procedures in accordance with the provisions of the Declaration of Trust.

This Amendment to Article V-By-laws shall become effective on May 1, 1993.

The following trustees, on this _____ day of _____ 1993, hereby certify under oath and under the pains and penalties of perjury that, as specified in Article VII, unit owners entitled to not less than seventy-five (75) percent of the beneficial interest under the Declaration of Trust have voted in favor of and consent to this Amendment to Article V-By-laws.

Canal Place Condominium
200 Market Street
Lowell, Massachusetts

Amendment to Article V-By-laws
Of the Declaration of Trust of Canal Place Condominium Trust

Pursuant to the provisions of Article VII, "Amendment and Termination" of the Declaration of Trust of Canal Place Condominium Trust, Article V, By-laws is hereby amended by adding the following subsection: Pets.

This Amendment to Article V--By-laws is as follows:

Pets. The maintenance or keeping of animals, birds, livestock, poultry and reptiles, of any kind and number, shall be and is prohibited within any Unit or upon the Common Areas, except for the keeping of fish in an aquarium and small, orderly domesticated pets commonly kept in residential dwellings, such as dogs, cats, fish, small birds, gerbils, turtles. No Unit Owner shall keep more than two such pets in his/her Unit at any time. Tenant's or residents other than Unit Owners are strictly prohibited from keeping any pets in Units.

It is each Unit Owner's responsibility to assure that his/her pet is neither unsanitary, noisy, or dangerous to other Residents. Any pet causing or creating, in the opinion of the Board, a nuisance, noise or unreasonable disturbance or being maintained in violation of this policy, shall be permanently removed from the Condominium upon ten (10) days prior written notice from the Board. In addition, the Board may levy a fine, to be determined by the Board from time to time, for violation of this provision. All pets shall be registered with the Board and shall otherwise be registered and inoculated as required by law. The keeping of permitted pets shall be subject to rules and regulations adopted by the Board.

This Amendment to Article V-By-laws shall become effective on May 1, 1993.

The following trustees, on this _____ day of _____ 1993, hereby certify under oath and under the pains and penalties of perjury that, as specified in Article VII, unit owners entitled to not less than seventy-five (75) percent of the beneficial interest under the Declaration of Trust have voted in favor of and consent to this Amendment to Article V-By-laws.

COMMONWEALTH OF MASSACHUSETTS

, ss.

, 19

Then personally appeared the above-named _____,
_____, Trustees as
aforesaid, and acknowledged the foregoing instrument to be _____
free act and deed, before me

Notary Public

My Commission expires:

Canal Place Condominium
200 Market Street
Lowell, Massachusetts

Amendment to Article V-By-laws
Of the Declaration of Trust of Canal Place Condominium Trust

Pursuant to the provisions of Article VII, "Amendment and Termination" of the Declaration of Trust of Canal Place Condominium Trust, Article V, By-laws is hereby amended by adding the following subsection: Violation By Unit Owners

This Amendment to Article V--By-laws is as follows:

Violation By Unit Owners. The violation of any rule or regulation, policy and procedure adopted by the Trustees, or the breach of any of these By-Laws, or the breach of any provisions of the Master Deed or of this Trust or of the offending Unit Owner's Unit Deed, shall give the Trustees 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 (or both) the continuance of any such breach. In addition to the foregoing, and not in substitution therefor, the Trustees shall have the power to levy fines against Unit Owners for such violations. 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, to the extent permitted by law. In the case of persistent violations by a Unit Owner, the Trustees shall have the power, after notice and a hearing, to required such Unit Owners to post a bond to secure adherence to said rules and regulations, policies and procedures, By-Laws, Master Deed, this Trust, or said Unit Deed.

This Amendment to Article V-By-laws shall become effective on May 1, 1993.

The following trustees, on this _____ day
of _____ 1993, hereby certify under oath and under the pains
and penalties of perjury that, as specified in Article VII, unit
owners entitled to not less than seventy-five (75) percent of the
beneficial interest under the Declaration of Trust have voted in
favor of and consent to this Amendment to Article V-By-laws.

Canal Place Condominium
200 Market Street
Lowell, Massachusetts

Amendment to Article V--By-laws
Of the Declaration of Trust of Canal Place Condominium Trust

Pursuant to the provisions of Article VII, "Amendment and Termination" of the Declaration of Trust of Canal Place Condominium Trust, Article V, By-laws is hereby amended by adding the following subsection:

Parking Units.

This Amendment to Article V--By-laws is as follows:

Parking Units. Parking Unit owners may freely convey such parking Unit, but only to another Unit owner in the Condominium or to the Condominium Trust. Each such parking Unit owner shall have the right to freely rent or lease the parking Unit, but only to a Unit owner, or occupant in the Condominium. All parking Unit leases shall be subject to the provisions of Article V of the Declaration of Trust, as amended, pertaining to leasing of Units.

Failure to comply with these restrictions shall result in a fine to be established by the Board of Trustees for each violation, and each day shall constitute a separate violation.

This Amendment to Article V--By-laws shall become effective on May 1, 1993.

The following trustees, on this _____ day
of _____ 1993, hereby certify under oath and under the pains
and penalties of perjury that, as specified in Article VII, Unit
owners entitled to not less than seventy-five (75) percent of the
beneficial interest under the Declaration of Trust have voted in
favor of and consent to this Amendment to Article V--By-laws.

Canal Place Condominium
200 Market Street
Lowell, Massachusetts

Amendment to Article V-By-laws
Of the Declaration of Trust of Canal Place Condominium Trust

Pursuant to the provisions of Article VII, "Amendment and Termination" of the Declaration of Trust of Canal Place Condominium Trust, Article V, By-laws is hereby amended by adding the following subsection: Restrictions on window treatments.

This Amendment to Article V-By-laws is as follows:

Restrictions on window treatments. Each Unit Owner shall maintain, for all window treatments within the Unit which are visible from the exterior of the Unit, treatments which

(a) consist of conventional full-length and width draperies, or full-height and width venetian or vertical blinds:

(b) are white in color, and are maintained in good order.

Failure to comply with these restrictions shall result in a fine to be established by the Board of Trustees for each violation, and each day shall constitute a separate violation.

This Amendment to Article V-By-laws shall become effective on May 1, 1993.

The following trustees, on this _____ day of _____ 1993, hereby certify under oath and under the pains and penalties of perjury that, as specified in Article VII, unit owners entitled to not less than seventy-five (75) percent of the beneficial interest under the Declaration of Trust have voted in favor of and consent to this Amendment to Article V-By-laws.

Canal Place Condominium
200 Market Street
Lowell, Massachusetts

Amendment to Article V--By-laws
Of the Declaration of Trust of Canal Place Condominium Trust

Pursuant to the provisions of Article VII, "Amendment and Termination" of the Declaration of Trust of Canal Place Condominium Trust, Article V, By-laws is hereby amended by adding the following subsection:

Leasing of Units.

This Amendment to Article V--Bylaws is as follows:

Leasing of Units. Any Unit may lease or rent his Unit, subject, however to the following conditions:

A. Any lease, or occupancy agreement, shall:

(i) be in writing and apply to the entire unit and not merely a portion thereof;

(ii) be for a term of not less than six (6) months;

(iii) 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 the Rules and Regulations thereof, as the same had been amended most recently prior to the execution of the lease, or occupancy agreement, and from time to time during its term;

(iv) obtain the following Notice:

IMPORTANT CLAUSE

"THE APARTMENT AND/OR PARKING SPACE (HEREINAFTER RESPECTIVELY, "UNIT") BEING LEASED (RENTED) UNDER THIS LEASE (OCCUPANCY AGREEMENT) IS LOCATED IN A CONDOMINIUM BUILDING - NOT A RENTAL APARTMENT HOUSE. THE CONDOMINIUM BUILDING IS OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH UNIT (EXCEPT FOR CERTAIN UNITS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS). THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE BUILDING ARE (EXCEPT AS AFORESAID) THE OWNERS OF THE UNITS WHICH THEY OCCUPY, AND NOT TENANTS LIVING IN A RENTAL APARTMENT HOUSE. THE TENANT, BY SIGNING THIS LEASE (OCCUPANCY AGREEMENT), ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED

OF THE CONDOMINIUM, THE DECLARATION OF TRUST OF THE CONDOMINIUM TRUST AND THE BY-LAWS AND POLICIES AND PROCEDURES THERETO, AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME, AND THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME, AND THAT IN THE EVENT OF ANY NONCOMPLIANCE, 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

(v) 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 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 Trustees, 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 Section 5.1 of the By-Laws, 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, seven (7) 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, 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 Trustee's election to pursue any of the foregoing remedies, either at the same time, or in the event of any further default.
- (d) All of the expenses of the Trustees in giving notice, and notices to quit, and maintaining and pursuing summary process actions 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 if the same were Common Expenses owed by the unit or Unit Owner.

B.

(i) The Unit Owner shall make reasonable efforts, at his expense and upon his initiative to inform rental agents of the provision of this section, and shall, at his own expense, and upon his own initiative, furnish copies 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.

(ii) Any renewal or extension of any lease or occupancy agreement shall be subject to the prior written approval of the Trustees in each instance. Such approval shall not limit any rights or remedies of the Trustees or Unit Owners in the event of a subsequent default.

(iii) A true copy of the lease or occupancy agreement shall be delivered to the Trustees forthwith upon its execution.

(iv) The provisions of this section shall take precedence over any other section in the lease or occupancy agreement.

(v) Every lease or occupancy agreement shall have attached thereto, and incorporated therein by reference, a copy of this section.

Notwithstanding anything to the contrary in this section, it is expressly understood and agreed that the provisions of this Article V shall not apply to the Declarant, or its successors or

assignes, nor 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.

Failure to comply with these restrictions shall result in a fine to be established by the Board of Trustees for each violation, and each day shall constitute a separate violation.

This Amendment to Article V--Bylaws shall become effective on May 1, 1993.

The following trustees, on this _____ day of _____ 1993, hereby certify under oath and under the pains and penalties of perjury that, as specified in Article VII, unit owners entitled to not less than seventy-five (75) percent of the beneficial interest under the Declaration of Trust have voted in favor of and have consented to this Amendment to Article V--By-laws.

COMMONWEALTH OF MASSACHUSETTS

, ss.

, 1993

Then personally appeared the above-named _____,

_____, Trustees as aforesaid, and acknowledged the foregoing instrument to be their free act and deed, before me

Notary Public
My Commission expires:

Canal Place Condominium
200 Market Street
Lowell, Massachusetts

Amendment to Article V-By-laws
Of the Declaration of Trust of Canal Place Condominium Trust

Pursuant to the provisions of Article VII, "Amendment and Terminations" of the Declaration of Trust of Canal Place Condominium Trust, Article V, By-laws is hereby amended by adding the following subsection: Use of Residential Units.

This Amendment to Article V--By-laws is as follows:

Use of Residential Units. All residential units are intended only for residential purposes by not more than one family unit and no more than two (2) persons per bedroom.

Failure to comply with these restrictions shall result in a fine to be established by the board of trustees for each violation, and each day shall constitute a separate violation.

This Amendment to Article V-By-laws shall become effective on May 1, 1993.

The following trustees, on this _____ day
of _____ 1993, hereby certify under oath and under the pains
and penalties of perjury that, as specified in Article VII, that
Unit Owners entitled to not less than seventy-five (75) percent
of the beneficial interest under the Declaration of Trust have
voted in favor of and consent to this Amendment to Article V-By-
laws.

CANAL PLACE CONDOMINIUM

CERTIFICATE UNDER GENERAL LAWS, CH. 183A, SECTION 6(d)

The undersigned Trustees of the Canal Place Condominium Trust under Declaration of Trust dated October 20, 1987, recorded with the Middlesex North District Registry of Deeds in Book 4283, Page 196 hereby certify in accordance with the provisions of M.G.L. c. 183A, § 6(d), that as of _____, 1994, there are no unpaid common expenses which have been assessed against Unit No. ____ of the Canal Place Condominium established by Master Deed dated October 20, 1987, and recorded in said Registry in Book 4283, Page 196.

WITNESS our hand and seal this ____ day of _____, 1993.

CANAL PLACE CONDOMINIUM TRUST

By: _____
Trustee

By: _____
Trustee

COMMONWEALTH OF MASSACHUSETTS

_____, ss _____, 1994

Then personally appeared the above named _____, Trustee of the Canal Place Condominium Trust, and acknowledged the foregoing instrument to be _____ free act and deed and the free act and deed of said Condominium Trust, before me

Notary Public
My Commission expires:

COMMONWEALTH OF MASSACHUSETTS

_____, ss _____, 1991

Then personally appeared the above named _____, Trustee of the Canal Place Condominium Trust, and acknowledged the foregoing instrument to be _____ free act and deed and the free act and deed of said Condominium Trust, before me

Notary Public
My Commission expires:

AMENDMENT TO THE DECLARATION OF TRUST AND BY-LAWS
OF THE CANAL PLACE CONDOMINIUM ASSOCIATION

This Amendment to the Declaration of Trust and By-Laws of the Canal Place Condominium Association, is entered into this 19 day of AUGUST, 2008, by the duly authorized Board of Trustees and not less than seventy-five percent (75%) of the Beneficial Interest of all Unit Owners thereto for said Association, created under Master Deed, Declaration of Trust and By-Laws recorded at Book 4283, Page 158 and Book 4283, Page 196, respectively.

The Declaration of Trust and By-Laws are hereby amended as follows:

- I. Articles V, §5.5 and §5.6 of the Declaration of Trust are hereby amended by deleting the same in its entirety and placing the following in its stead:

5.5 Insurance.

A. The Trustees shall be required to obtain and maintain, to the extent obtainable, the following insurance (and to pay premiums thereon as a Common Expense): (1) such insurance shall cover all perils which are covered by the so-called standard "all-risk" endorsement, with Agreed Value Replacement Cost, insuring all portions of the buildings, including the Common Areas and Facilities of the Condominium, and all of the Units but not including drapes, furniture, furnishings or other personal property supplied to or installed by Unit Owners, covering the interest of the Condominium, the Trustees and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to one hundred percent (100%) of the current replacement costs of the Buildings, Common Areas and Facilities, and Units, without deduction for depreciation, with loss payable to the Trustees, as Insurance Trustees for each Unit Owner and the holder of each Unit's mortgage. If appropriate, Inflation Guard and Construction Code coverage should be written. The named insured shall be "the Trustees of the Canal Place Condominium Trust, for the use and benefit of the individual Unit Owners and Unit mortgagees"; (2) worker's compensation insurance; (3) Commercial General Liability insurance covering all Common Areas and Facilities, and any other areas under the supervision of the Trustees in such amounts and with such coverage as the Trustees shall from time to time determine, with a combined single limit for both Bodily I, Personal Injury and Property Damage, of not less than One Million Dollars (\$1,000,000.00), but at least covering each member of the Trustees, the managing agent or the manager, if any, and each Unit Owner and with cross liability endorsement to cover liabilities of the Condominium to a Unit Owner, and a severability of interest

employees and volunteers of the Trust whether or not they receive compensation for their services. Independent Property Managers shall be added to the Association's fidelity bond as "designated agents" and the Association shall thereby be covered for the Manager's activities. The total amount of fidelity bond coverage shall not be less than three (3) months' aggregate assessments plus reserve funds; and (5) such other insurance as the Trustees may determine. All such policies shall provide that adjustment of loss shall be made by the Trustees and that the net proceeds thereof shall be payable to the Trustees as Insurance Trustee for each Unit Owner and the holder of each Unit's mortgage. Each Unit Owner, accepting delivery of his Unit deed, appoints the Trustees as Insurance Trustees (or any Insurance Trustee or Substitute Insurance Trustee designated by the Trustees) as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Trustees shall periodically reevaluate the amount of liability insurance to be carried by Section 3 to the end that the limits of such insurance shall not be less than the amounts specified in said Section (3), or, not less than limits of such liability insurance as are carried by other Condominium Unit Owners' Associations in comparable Condominiums in Lowell, Massachusetts, whichever is higher.

B. All such policies of physical damage insurance shall, insofar as practicable, contain waivers of subrogation as to any claim against the Trustees, their agents and employees, Unit Owners, their respective employees, agents and guests, and of any defense based on invalidity arising from the acts of the insured and shall provide that the insurance will not be prejudiced by any acts or omissions of individual Unit Owners that are not under the control of the Owners' Association, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all Unit Owners and mortgagees of Units, and recovery thereafter shall not be affected on account of the availability of proceeds under any policies obtained by individual Unit Owners covering their own Units and shall include a Special Condominium Endorsement (so-called) or its equivalent. Agreed Amount, Inflation Guard and Construction Code Endorsements shall be required if available. A steam boiler and machinery coverage endorsement shall also be required, which provides that the insurer's minimum liability per accident at least equals the lesser of \$2,000,000.00 or the insurance value of the Buildings housing the boiler or machinery. A certificate of insurance, showing the amount of insurance, shall be issued to the Owners of each Unit and the original or a certificate thereof, shall, upon request, be delivered to the mortgagee of each Unit. The Trustees should periodically obtain an independent appraisal or insurance company appraisal of the full replacement value of all portions of the Buildings, including all of the Units and all of the Common Areas and Facilities, and additions, alterations and improvements, without deduction for depreciation, for the purpose of determining the property amount of property 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 so as determined.

C. (1) Subject to the provisions of Section 4 of these By-Laws, insurance proceeds received by the Trustees shall be held in trust in an identified and segregated fund for the benefit of the Unit Owners and all mortgagees of all Units.

Manager.

D. The cost of all such insurance obtained and maintained by the Trustees pursuant to the provisions of this Article V, §5.5 shall be a Common Expense of the Condominium.

E. (1) Any such insurance obtained and maintained by the Trustees pursuant to the provisions this Article V, §5.5 may have a deductible amount to be determined from time to time by the Trustees, who shall simultaneously specify, in writing with notice to all Unit Owners, how and by whom the amount of the deductible shall be paid in the event of a loss.

E. (2) Notwithstanding any provision in the Master Deed, Declaration of Trust and/or By-Laws, the Trustees shall have the right to assess the deductible to the Unit Owners as the Trustees may, in their sole discretion, determine including, but not limited to, assessing the deductible to the Unit Owners who sustain property damage to their Unit.

In the event of property damage to a Unit or Units, the Trust shall not be responsible for the payment of the deductible but rather said Unit Owner or Unit Owners shall be responsible for the same.

If a Unit Owner sustains property damage in amounts less than the Condominium Trust's deductible, the Unit Owner shall be solely responsible for the cost to repair the damage, and the Unit Owner should notify his or her insurance agent. The Trust will not be responsible for property damage to a Unit in an amount less than the deductible, and no Unit Owner shall file a claim with the Master Insurance agent or carrier.

F. Each Unit Owner shall carry insurance at their own expense and for their own benefit insuring, inter alia, his furniture, furnishings and other personal property located within their respective units or its appurtenances, loss assessment coverage, insurance in an amount sufficient to cover the Unit Owner's responsibility for the Master Policy's deductible established by the Board of Trustees and for such amount that is not covered by the Trust's Master Policies, provided that all such policies shall contain waivers of subrogation, and further provided, that the liability of the carriers issuing insurance obtained by the Trustees shall not be affected or diminished by reason of any such additional insurance carried by a Unit Owner. Each Unit Owner shall promptly notify the Trustees of all improvements made by him to his Unit, the insurance replacement cost of which exceeds One Thousand Dollars (\$1,000.00), and such Unit Owner shall pay to the Trustees, in the Trustees' discretion, as an addition to his share of the Common Expenses of the Condominium otherwise payable by such Owner any increase in insurance premium incurred by this Trust which results from such improvement.

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

A. In the event of damage to or destruction of the Common Areas and Facilities as a result of fire or other casualty (unless Subsection F of this Section is applicable), or, in the event of damage to or destruction of any Unit as a result of fire or other casualty, whether or not the Common Areas and Facilities have been damaged or destroyed (unless Subsection F of this Section is applicable), the Trustees shall promptly adjust the loss, arrange for the prompt repair or restoration of the same, and disburse the proceeds of all insurance policies in payment of all costs and expenses actually incurred in connection with such repair or restoration in appropriate progress payments and with appropriate retainage. All insurance proceeds paid to the Trustees as Insurance Trustees, on account of any casualty shall be dedicated first to the repair or restoration of the loss, and any application of said proceeds by the Trustees on account thereof shall be prior to the application of such proceeds for any other purposes.

B. In the event the insurance proceeds are not sufficient to cover the cost of repairs to the Common Areas and Facilities and the Units, the proceeds will be first allocated to the cost of repairs to the Common Areas and Facilities and the balance, if any, to the cost of repairs to the Units in proportion to the cost of all repairs to the respective Units as determined by the insurer or by independent appraisal. To the extent the proceeds allocated as aforesaid are insufficient to cover the cost of repairs to the Common Areas and Facilities the balance of the cost of such repairs will be assessed against all Unit Owners as a Common Expense. Notwithstanding this provision, the Board of Trustees reserves the right to assess all costs associated with all insufficient proceeds, whether to Common Areas or to Units, to the Unit Owner of the affected Unit and not as a Common Expense.

Notwithstanding this provision, the Board of Trustees reserves the right to assess the deductible to the Unit Owner pursuant to Sections 3 E(1) and 3 E(2) of these By-Laws.

C. Whenever the estimated cost of repair or restoration exceeds, as to any one casualty or occurrence, on the basis of an independent appraisal, the sum of Fifty Thousand Dollars (\$50,000.00), then the Trustees may retain a registered architect or registered engineer, who shall not be directly or indirectly, a Unit Owner or an employee or agent of any Unit Owner, or a Trustee or an employee or agent of any of the Trustees, or the manager, if any, or any employee or agent of such manager, to supervise the work of repair or restoration and no sums shall be paid by the Trustees on account of such repair or restoration except upon certification to them by such architect or engineer that the work for which payment is being made has been completed in a good and workmanlike manner in accordance with approved plans and specifications and that the estimated total cost of completion of said repair or restoration, less amounts theretofore advanced, does not exceed the undisbursed proceeds of insurance as augmented by funds obtained by any assessment or assessments levied or chargeable to the Unit Owners as a Common Expense.

D. The Trustees may perform emergency work essential to the preservation and safety of the Condominium, including all parts of the Buildings and the Common Areas and Facilities and the Units, or the safety of persons, or required to avoid the suspension of any essential service to the Condominium, including all parts of the Buildings and Common Areas and Facilities and the Units,

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

F. Notwithstanding the foregoing, if, as a result of fire or other casualty, the loss exceeds then percent (10%) of the value of the Condominium, including all parts of the Buildings and the Common Areas and Facilities and the Units prior to the casualty and: (a) if seventy-five percent (75%) of the Unit Owners do not agree within one hundred twenty (120) days after the date of the casualty to proceed with repair or restoration, the Condominium, including all Units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. Subject always to the prior rights of the Unit mortgagees, the net proceeds of the partition sale together with any common funds shall be divided in proportion to the Unit Owners' respective undivided ownership in the Common Areas and Facilities. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A of the Massachusetts General laws; or (b) if seventy-five percent (75%) of the Unit Owners agree to proceed with the necessary repair or restoration, the cost of the rebuilding of the Condominium, in excess of any available common funds including the proceeds of any insurance, shall be a Common Expense; provided, however, that if such excess cost exceeds ten percent (10%) of the value of the Condominium including all parts of the Buildings and the Common Areas and Facilities and the Units, prior to the casualty, any Unit Owner who did not so agree may apply to the Superior Court of Middlesex County on such notice to the Trustees and Unit Owners as the Court shall direct, for an order directing the purchase of his Unit by the Trustees at the fair market value thereof, as approved by the Court. The cost of any such purchase shall be a Common Expense.

G. Notwithstanding any provision in the Master Deed, Declaration of Trust and/or By-Laws, the costs in excess of available insurance proceeds for restoring or repairing any damages to any Unit or the Common Areas and Facilities, which is caused by the failure of the Unit Owner to so maintain his Unit as set forth hereunder and/or the Unit Owner's negligence, shall be assessed solely to the said Unit Owner. Further, in the event the Unit Owner's claim does not exceed the Condominium Trust's deductible on its insurance policy, said Unit Owner shall be required to submit said claim of loss under the Unit Owner's policy before making any claim against any other Unit Owner or the Trust based on negligence or any other theory of liability.

5.6.1. Condemnation.

If more than ten percent (10%) in value of the Condominium is taken under the power of Eminent Domain, then the taking shall be treated as a casualty loss and the provisions of Section 4 of these By-Laws and the provisions of Massachusetts General Laws, Chapter 183A, Section 17 shall apply. Where one or more Units have been substantially altered or rendered uninhabitable as a result

portions of such Units for such price as the Trustees shall determine, provided that any Unit Owners of such remaining portion who do not agree with such determination may apply to the Superior Court of Middlesex County on such notice to the Trustees and the other Unit Owners 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 in size or where the number of Units is decreased by a partial taking, then the Trustees may make such provision for realignment of the percentage interest in the Common Areas and Facilities 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 Trustees in any related proceedings, negotiations, settlements or agreements, and each Unit Owner shall be deemed to have appointed the Trustees as attorney-in-fact for this purpose. 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 Areas and Facilities, 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 interests may appear. Subject always to the prior rights of the Unit mortgagees, in the case of a total taking of all Units and the Common Areas and Facilities, the entire award shall be payable to the Trustees to be distributed to the Unit Owners and their mortgagees in accordance with their respective percentage interests in the Common Areas and Facilities.

5.6.2. Improvements.

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

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

In all other respects, the By-Laws of the Canal Place Condominium Association are hereby ratified and affirmed.

BOARD OF TRUSTEES
CANAL PLACE CONDOMINIUM ASSOCIATION

Jim Solomon
Michael Barros
Stubblefield

RCO
Cj H

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

AUGUST 19, 2008

On this 19 day of AUGUST, 2008, before me, the undersigned notary public, personally appeared JAMES STUBBLEFIELD, MICHAEL BARROS, FRA SOLOMON, CRAIG HIMMELDERGER, RENEE CARAVIELLO, and _____, proved to me through satisfactory evidence of identification, which was DRIVER'S LIC., to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, as the duly authorized Board of Trustees of the Canal Place Condominium Association.

Catherine Y. Delap
Official signature and seal of notary

My Commission Expires: 8/29/09

**AMENDMENT TO THE DECLARATION OF TRUST AND BY-LAWS
OF THE CANAL PLACE CONDOMINIUM ASSOCIATION**

This Amendment to the Declaration of Trust and By-Laws of the Canal Place Condominium Association, is entered into this 19 day of AUGUST, 2008, by the duly authorized Board of Trustees and not less than seventy-five percent (75%) of the Beneficial Interest of all Unit Owners thereto for said Association, created under Master Deed, Declaration of Trust and By-Laws recorded at Book 4283, Page 158 and Book 4283, Page 196, respectively.

The Declaration of Trust and By-Laws are hereby amended as follows:

- I. Articles V, §5.5 and §5.6 of the Declaration of Trust are hereby amended by deleting the same in its entirety and placing the following in its stead:

5.5 Insurance.

A. The Trustees shall be required to obtain and maintain, to the extent obtainable, the following insurance (and to pay premiums thereon as a Common Expense): (1) such insurance shall cover all perils which are covered by the so-called standard "all-risk" endorsement, with Agreed Value Replacement Cost, insuring all portions of the buildings, including the Common Areas and Facilities of the Condominium, and all of the Units but not including drapes, furniture, furnishings or other personal property supplied to or installed by Unit Owners, covering the interest of the Condominium, the Trustees and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to one hundred percent (100%) of the current replacement costs of the Buildings, Common Areas and Facilities, and Units, without deduction for depreciation, with loss payable to the Trustees, as Insurance Trustees for each Unit Owner and the holder of each Unit's mortgage. If appropriate, Inflation Guard and Construction Code coverage should be written. The named insured shall be "the Trustees of the Canal Place Condominium Trust, for the use and benefit of the individual Unit Owners and Unit mortgagees"; (2) worker's compensation insurance; (3) Commercial General Liability insurance covering all Common Areas and Facilities, and any other areas under the supervision of the Trustees in such amounts and with such coverage as the Trustees shall from time to time determine, with a combined single limit for both Bodily I, Personal Injury and Property Damage, of not less than One Million Dollars (\$1,000,000.00), but at least covering each member of the Trustees, the managing agent or the manager, if any, and each Unit Owner and with cross liability endorsement to cover liabilities of the Condominium to a Unit Owner, and a severability of interest

employees and volunteers of the Trust whether or not they receive compensation for their services. Independent Property Managers shall be added to the Association's fidelity bond as "designated agents" and the Association shall thereby be covered for the Manager's activities. The total amount of fidelity bond coverage shall not be less than three (3) months' aggregate assessments plus reserve funds; and (5) such other insurance as the Trustees may determine. All such policies shall provide that adjustment of loss shall be made by the Trustees and that the net proceeds thereof shall be payable to the Trustees as Insurance Trustee for each Unit Owner and the holder of each Unit's mortgage. Each Unit Owner, accepting delivery of his Unit deed, appoints the Trustees as Insurance Trustees (or any Insurance Trustee or Substitute Insurance Trustee designated by the Trustees) as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Trustees shall periodically reevaluate the amount of liability insurance to be carried by Section 3 to the end that the limits of such insurance shall not be less than the amounts specified in said Section (3), or, not less than limits of such liability insurance as are carried by other Condominium Unit Owners' Associations in comparable Condominiums in Lowell, Massachusetts, whichever is higher.

B. All such policies of physical damage insurance shall, insofar as practicable, contain waivers of subrogation as to any claim against the Trustees, their agents and employees, Unit Owners, their respective employees, agents and guests, and of any defense based on invalidity arising from the acts of the insured and shall provide that the insurance will not be prejudiced by any acts or omissions of individual Unit Owners that are not under the control of the Owners' Association, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all Unit Owners and mortgagees of Units, and recovery thereafter shall not be affected on account of the availability of proceeds under any policies obtained by individual Unit Owners covering their own Units and shall include a Special Condominium Endorsement (so-called) or its equivalent. Agreed Amount, Inflation Guard and Construction Code Endorsements shall be required if available. A steam boiler and machinery coverage endorsement shall also be required, which provides that the insurer's minimum liability per accident at least equals the lesser of \$2,000,000.00 or the insurance value of the Buildings housing the boiler or machinery. A certificate of insurance, showing the amount of insurance, shall be issued to the Owners of each Unit and the original or a certificate thereof, shall, upon request, be delivered to the mortgagee of each Unit. The Trustees should periodically obtain an independent appraisal or insurance company appraisal of the full replacement value of all portions of the Buildings, including all of the Units and all of the Common Areas and Facilities, and additions, alterations and improvements, without deduction for depreciation, for the purpose of determining the property amount of property 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 so as determined.

C. (1) Subject to the provisions of Section 4 of these By-Laws, insurance proceeds received by the Trustees shall be held in trust in an identified and segregated fund for the benefit of the Unit Owners and all mortgagees of all Units.

Manager.

D. The cost of all such insurance obtained and maintained by the Trustees pursuant to the provisions of this Article V, §5.5 shall be a Common Expense of the Condominium.

E. (1) Any such insurance obtained and maintained by the Trustees pursuant to the provisions this Article V, §5.5 may have a deductible amount to be determined from time to time by the Trustees, who shall simultaneously specify, in writing with notice to all Unit Owners, how and by whom the amount of the deductible shall be paid in the event of a loss.

E. (2) Notwithstanding any provision in the Master Deed, Declaration of Trust and/or By-Laws, the Trustees shall have the right to assess the deductible to the Unit Owners as the Trustees may, in their sole discretion, determine including, but not limited to, assessing the deductible to the Unit Owners who sustain property damage to their Unit.

In the event of property damage to a Unit or Units, the Trust shall not be responsible for the payment of the deductible but rather said Unit Owner or Unit Owners shall be responsible for the same.

If a Unit Owner sustains property damage in amounts less than the Condominium Trust's deductible, the Unit Owner shall be solely responsible for the cost to repair the damage, and the Unit Owner should notify his or her insurance agent. The Trust will not be responsible for property damage to a Unit in an amount less than the deductible, and no Unit Owner shall file a claim with the Master Insurance agent or carrier.

F. Each Unit Owner shall carry insurance at their own expense and for their own benefit insuring, inter alia, his furniture, furnishings and other personal property located within their respective units or its appurtenances, loss assessment coverage, insurance in an amount sufficient to cover the Unit Owner's responsibility for the Master Policy's deductible established by the Board of Trustees and for such amount that is not covered by the Trust's Master Policies, provided that all such policies shall contain waivers of subrogation, and further provided, that the liability of the carriers issuing insurance obtained by the Trustees shall not be affected or diminished by reason of any such additional insurance carried by a Unit Owner. Each Unit Owner shall promptly notify the Trustees of all improvements made by him to his Unit, the insurance replacement cost of which exceeds One Thousand Dollars (\$1,000.00), and such Unit Owner shall pay to the Trustees, in the Trustees' discretion, as an addition to his share of the Common Expenses of the Condominium otherwise payable by such Owner any increase in insurance premium incurred by this Trust which results from such improvement.

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

A. In the event of damage to or destruction of the Common Areas and Facilities as a result of fire or other casualty (unless Subsection F of this Section is applicable), or, in the event of damage to or destruction of any Unit as a result of fire or other casualty, whether or not the Common Areas and Facilities have been damaged or destroyed (unless Subsection F of this Section is applicable), the Trustees shall promptly adjust the loss, arrange for the prompt repair or restoration of the same, and disburse the proceeds of all insurance policies in payment of all costs and expenses actually incurred in connection with such repair or restoration in appropriate progress payments and with appropriate retainage. All insurance proceeds paid to the Trustees as Insurance Trustees, on account of any casualty shall be dedicated first to the repair or restoration of the loss, and any application of said proceeds by the Trustees on account thereof shall be prior to the application of such proceeds for any other purposes.

B. In the event the insurance proceeds are not sufficient to cover the cost of repairs to the Common Areas and Facilities and the Units, the proceeds will be first allocated to the cost of repairs to the Common Areas and Facilities and the balance, if any, to the cost of repairs to the Units in proportion to the cost of all repairs to the respective Units as determined by the insurer or by independent appraisal. To the extent the proceeds allocated as aforesaid are insufficient to cover the cost of repairs to the Common Areas and Facilities the balance of the cost of such repairs will be assessed against all Unit Owners as a Common Expense. Notwithstanding this provision, the Board of Trustees reserves the right to assess all costs associated with all insufficient proceeds, whether to Common Areas or to Units, to the Unit Owner of the affected Unit and not as a Common Expense.

Notwithstanding this provision, the Board of Trustees reserves the right to assess the deductible to the Unit Owner pursuant to Sections 3 E(1) and 3 E(2) of these By-Laws.

C. Whenever the estimated cost of repair or restoration exceeds, as to any one casualty or occurrence, on the basis of an independent appraisal, the sum of Fifty Thousand Dollars (\$50,000.00), then the Trustees may retain a registered architect or registered engineer, who shall not be directly or indirectly, a Unit Owner or an employee or agent of any Unit Owner, or a Trustee or an employee or agent of any of the Trustees, or the manager, if any, or any employee or agent of such manager, to supervise the work of repair or restoration and no sums shall be paid by the Trustees on account of such repair or restoration except upon certification to them by such architect or engineer that the work for which payment is being made has been completed in a good and workmanlike manner in accordance with approved plans and specifications and that the estimated total cost of completion of said repair or restoration, less amounts theretofore advanced, does not exceed the undisbursed proceeds of insurance as augmented by funds obtained by any assessment or assessments levied or chargeable to the Unit Owners as a Common Expense.

D. The Trustees may perform emergency work essential to the preservation and safety of the Condominium, including all parts of the Buildings and the Common Areas and Facilities and the Units, or the safety of persons, or required to avoid the suspension of any essential service to the Condominium, including all parts of the Buildings and Common Areas and Facilities and the Units,

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

F. Notwithstanding the foregoing, if, as a result of fire or other casualty, the loss exceeds then percent (10%) of the value of the Condominium, including all parts of the Buildings and the Common Areas and Facilities and the Units prior to the casualty and: (a) if seventy-five percent (75%) of the Unit Owners do not agree within one hundred twenty (120) days after the date of the casualty to proceed with repair or restoration, the Condominium, including all Units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. Subject always to the prior rights of the Unit mortgagees, the net proceeds of the partition sale together with any common funds shall be divided in proportion to the Unit Owners' respective undivided ownership in the Common Areas and Facilities. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A of the Massachusetts General laws; or (b) if seventy-five percent (75%) of the Unit Owners agree to proceed with the necessary repair or restoration, the cost of the rebuilding of the Condominium, in excess of any available common funds including the proceeds of any insurance, shall be a Common Expense; provided, however, that if such excess cost exceeds ten percent (10%) of the value of the Condominium including all parts of the Buildings and the Common Areas and Facilities and the Units, prior to the casualty, any Unit Owner who did not so agree may apply to the Superior Court of Middlesex County on such notice to the Trustees and Unit Owners as the Court shall direct, for an order directing the purchase of his Unit by the Trustees at the fair market value thereof, as approved by the Court. The cost of any such purchase shall be a Common Expense.

G. Notwithstanding any provision in the Master Deed, Declaration of Trust and/or By-Laws, the costs in excess of available insurance proceeds for restoring or repairing any damages to any Unit or the Common Areas and Facilities, which is caused by the failure of the Unit Owner to so maintain his Unit as set forth hereunder and/or the Unit Owner's negligence, shall be assessed solely to the said Unit Owner. Further, in the event the Unit Owner's claim does not exceed the Condominium Trust's deductible on its insurance policy, said Unit Owner shall be required to submit said claim of loss under the Unit Owner's policy before making any claim against any other Unit Owner or the Trust based on negligence or any other theory of liability.

5.6.1. Condemnation.

If more than ten percent (10%) in value of the Condominium is taken under the power of Eminent Domain, then the taking shall be treated as a casualty loss and the provisions of Section 4 of these By-Laws and the provisions of Massachusetts General Laws, Chapter 183A, Section 17 shall apply. Where one or more Units have been substantially altered or rendered uninhabitable as a result

portions of such Units for such price as the Trustees shall determine, provided that any Unit Owners of such remaining portion who do not agree with such determination may apply to the Superior Court of Middlesex County on such notice to the Trustees and the other Unit Owners 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 in size or where the number of Units is decreased by a partial taking, then the Trustees may make such provision for realignment of the percentage interest in the Common Areas and Facilities 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 Trustees in any related proceedings, negotiations, settlements or agreements, and each Unit Owner shall be deemed to have appointed the Trustees as attorney-in-fact for this purpose. 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 Areas and Facilities, 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 interests may appear. Subject always to the prior rights of the Unit mortgagees, in the case of a total taking of all Units and the Common Areas and Facilities, the entire award shall be payable to the Trustees to be distributed to the Unit Owners and their mortgagees in accordance with their respective percentage interests in the Common Areas and Facilities.

5.6.2. Improvements.

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

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

In all other respects, the By-Laws of the Canal Place Condominium Association are hereby ratified and affirmed.