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QUAIL RUN CONDOMINIUM TRUST

SECOND AMENDMENT TO THE DECLARATION OF TRUST

Reference is hereby made to that certain Declaration of Trust dated January 22, 1987, and recorded with the Middlesex County Southern District Registry of Deeds in Book 17820, Page 266, as may be amended, which Declaration of Trust established, pursuant to Massachusetts General Laws, Chapter 183A, the Quail Run Condominium Trust, the organization of unit owners of the Quail Run Condominium, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed dated January 22, 1987, and recorded with the Middlesex County Southern District Registry of Deeds in Book 17820, Page 242, as may be amended.

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WHEREAS said Declaration of Trust has heretofore been amended by the First Amendment of Quail Run Condominium Trust dated November 15, 1989, and recorded with the Middlesex County Southern District Registry of Deeds in Book 20206, Page 221.

WHEREAS the Unit Owners entitled to not less than sixty-seven percent (67%) of the Beneficial Interest desire to further amend said Declaration of Trust as provided in Article IX, Section 1, thereof.

WHEREAS the consents of the requisite percentage of First Mortgagees has been secured as provided by Article X, Section K.

MARGINAL REFERENCE REQUESTED
BOOK 17820 PAGE 266

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NOW THEREFORE said Declaration of Trust is hereby further amended Article IX, Section 1, of said Declaration of Trust as follows:

1. Article III, Section 2, is amended by adding at the end thereof the following:

A Trustee whose term has expired shall continue in office until a successor is elected or appointed as herein provided for.

2. Article III, Section 3, is amended by deleting the second sentence thereof and replacing such with the following:

The election of successor Trustees shall be (i) by vote of a majority in interest of the Unit Owners present in person or by proxy at a duly held annual meeting or special meeting held for this purpose, or (ii) if the unit owners have not so elected a successor within thirty (30) days after the occurrence of such vacancy, by the appointment of the then remaining Trustees, or sole Trustee, if only one, and, in either case, by the acceptance of such election/appointment signed and acknowledged by the person so elected or appointed.

3. Article III, Section 10, is amended by deleting the period and adding at the end of the first sentence thereof the following:

except in such case as they would be subject to personal liability pursuant to Section 8 above.

4. Article V, Section 1, subsection (g) is amended by deleting the semicolon and adding at the end thereof the following:

, including the granting of easements over, under and through the common areas and facilities;

5. Article V, Section 1, subsection (i) is amended by adding after the words "... the Condominium property" and before the words "pursuant to the ..." the words and punctuation ", its operation and otherwise".

6. Article V, Section 1, subsection (o) is amended by capitalizing the word "property" in the phrase "Trust property") where such phrase is utilized in said subsection.

7. Article V, Section 1 is further amended by replacing the parenthetical expression in subsection (o)(1) with the parenthetical "(which term shall as herein used be deemed to include the common funds of the Condominium)".

8. Article V, Section 2, is amended by deleting the entire section after the first sentence thereof, and replacing such with the following:

If the Trustees shall at any time in their reasonable judgment determine that a Unit, any part thereof, or such Common Area and Facility to which a Unit has exclusive use, is in such need of maintenance or repair that the market value of one or more other Units is being adversely affected or that the condition of a Unit, any part thereof, such Common Area and Facility to which a Unit has exclusive use, or any fixtures, furnishings, facilities or equipment therein, is hazardous to any Unit or the occupants thereof and/or adversely affects any other Unit and/or the Common Areas and Facilities and/or the Common Expenses, the Trustees shall in writing request the Unit Owner thereof to perform the needed maintenance, repair, replacement and/or work and/or to correct the relevant condition and/or its cause. In such case as action thereon shall not have been commenced within the time as may be reasonably set by the Trustees and thereafter diligently brought to completion, the Trustees shall be entitled to have such performed for the account of such Unit Owner whose Unit and/or Common Area and Facility to which he has a right of exclusive use is in need thereof and to enter upon and have access to such Unit and/or Common Area and Facility for these

purposes. In the case of an emergency which necessitates immediate action and the Unit Owner is unavailable or fails to take immediate action, the Trustees may proceed thereto without delay. The cost incurred by the Trustees for such as is reasonably necessary therefor shall constitute an obligation of the applicable Unit Owner and shall be considered a Common Expense attributable to such Unit and be enforceable as such. The Trustees may in their discretion additionally impose a fine upon a Unit Owner who, in the Trustees' judgment, unreasonably fails to comply with a request made by the Trustees hereunder.

Should it be necessary that any part of a Unit, personal property of a Unit Owner, and/or any part of the Common Areas and Facilities to which a Unit Owner has the right of exclusive use, be required to be removed for the purpose of performing such work, such Unit Owner shall promptly comply with such request by the Trustees. Should such Unit Owner fail to so comply, or in the case of emergency, the Trustees may remove and store such part and/or property for the account of the Unit Owner, the cost of which shall constitute an obligation of the applicable Unit Owner and shall be considered a Common Expense attributable to such Unit and enforceable as such said removal and storage shall be reasonable in manner, extent and terms.

9. Article V, Section 3, is amended by deleting in the first paragraph everything after the words "... necessitated by the negligence, misuse, abuse or neglect of a Unit Owner" and replacing such with the following:

his family, servants, agents, employees, invitees, lessees, tenants, licensees, guests, pets or others upon the Condominium at the behest of the Unit Owner, whether directly or indirectly or by virtue of a Unit Owner's failure to properly maintain the Unit, components thereof and/or Common Areas and Facilities to which the Unit Owner has exclusive use, and such is not covered by the Condominium's master casualty insurance, in which event such expense shall be charged to such Unit Owner and shall constitute a Common Expense attributable to the Unit and be enforceable as such.

10. Article VI, Section 2, is amended by adding at the end of the second paragraph thereof the following sentence:

Such late charge shall also constitute a lien upon the Unit as above provided.

11. Article VI, Section 4, is amended by adding after the words "... recover such common charges, interest," and before the words "and expenses ...", the word and punctuation ", penalties".

12. Article VI, Section 4, is further amended by adding the following paragraph:

In such event as the Unit for which Common Charges are in arrears is leased, rented or let, the Trustees shall be entitled to an order from a Court of competent jurisdiction requiring the lessee or tenant to pay the rent due therefore directly to the Trustees until such time as the arrearage, late fees, interest, costs and expenses are fully paid. This right shall be in addition to any other remedy herein or by law provided.

13. Article VI, Section 7, subsection (C) is amended by, deleting, in the second sentence thereof, the words "or Unit Owners for whom held" and the phrase "and any excess of such share of proceeds above such costs of repair or restoration to be paid to the Trust or the Unit Owners for whom held upon completion of repairs or restoration," and replacing the latter with the phrase "as part of the Trust's reserves".

14. Article VI, Section 7, subsection (C), is further amended by adding at the end thereof the following:

Application of such deductible as may exist shall be to the Trust and the affected Unit Owner(s) in proportion to the relative damage to the Common Areas and Facilities and the Unit(s).

15. Article VI, Section 7, is additionally amended by adding the following subsections:

- H. Nothing shall be done or kept in any Unit or upon or with the Common Areas to which a Unit has a right of exclusive use which will increase the rate of insurance on any of the Buildings or contents thereof above those applicable for residential use, without the prior written approval of the Trustees. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Areas or Facilities which will result in the cancellation of insurance on any of the Buildings, or contents thereof, or which would be in violation of any law.
- I. The Unit Owners shall comply with the rules and regulations of the New England Fire Rating Association or other insurance inspection or rating bureau having jurisdiction thereof, and with the rules and regulations contained in any fire insurance policy upon any Building of the Condominium or the property contained upon any Building of the Condominium or the property contained therein.

16. Article VI, Section 8, subsection B is amended by adding at the end thereof the following:

For the purposes hereof, the construction, erection, alteration, modification and/or doing of any thing or things to the Common Areas and Facilities, the total cost of which in each separate instance does not exceed ten percent (10%) of the budgeted Common Expenses for a given fiscal year shall not be considered an improvement, but rather an expense incurred in the operation, care, upkeep and maintenance of the Common Areas and Facilities.

- (1) Improvement At Unit Owner Expense. If and whenever any Unit Owner shall propose to make an improvement to or affecting the Common Areas and Facilities of the Condominium at such Unit Owner's own expense, and the Trustees determine in their reasonable discretion that such improvement would be consistent and compatible with the Condominium, the Trustees may, but shall not be obligated to, authorize such improvement to be made at the sole expense of the Unit Owner proposing the same, without the consent or approval of other Unit Owners, subject to such contractual undertakings of the Unit Owner proposing such improvement as the Trustees in their reasonable discretion deem to be necessary or desirable in the circumstances.

17. Article VI, Section 10, is amended by adding, in the last sentence thereof, after the word "Electricity" and before the words "shall be supplied ..." the word "Gas".

18. Article VI, Section 11, is deleted in its entirety and replaced with the following:

Section 11. Rules, Regulations, Restrictions and Requirements. The use of the Condominium and each Unit Owner's Unit shall be restricted to and shall be in accordance with the provisions of the Master Deed, this Trust (including the By-Laws and such administrative rules and regulations as the Trustees may adopt pursuant to this Trust), and all applicable laws, zoning ordinances, rules, regulations and requirements of all governmental bodies having jurisdiction over the Condominium or the use and occupancy thereof.

The Trustees shall have the right (which right shall not be delegated) at any time and from time to time to adopt, amend and rescind reasonable rules and regulations governing the operation, appearance and use of the Common Areas and Facilities, including, without limitation, any Common Areas and Facilities the exclusive use of which is for one or more Units, and otherwise providing for the administration of the Condominium as contemplated by the Master Deed and the Trust, and in interpretation thereof (the "Rules and Regulations"); provided, however, that any such Rules and Regulations shall not be promulgated and/or amended which will materially and adversely affect the holder of any first mortgage of which the Trustees have received notice without the written consent of such holder. Any such Rules and Regulations shall be consistent with provisions of the Master Deed, the Declaration of Trust and Chapter 183A of the General Laws. Copies of such Rules and Regulations and any amendments or changes thereto shall be furnished by the Trustees to each Unit Owner.

The Master Deed, this Trust and the Rules and Regulations, as from time to time amended, shall be enforced by the Trustees. The Trustees may eliminate any violation of any such and the cost and expense of eliminating same shall be chargeable to the Unit Owner who himself or whose family, servants, employees, agents, visitors, lessees, tenants, licensees, or pets are responsible for such violation. The cost of so eliminating a violation caused by another than as specified shall be a Common Expense.

19. Article VI, Section 13, is amended by adding at the end thereof the following subsection:

A. QUORUM. The presence, in person or by proxy, of the Unit Owners holding forty percent (40%) of the beneficial interest shall constitute a quorum. This quorum requirement shall not be construed, however, to reduce any voting requirement otherwise delineated in this Declaration of Trust.

20. Article VI, is further amended by adding thereto the following new sections immediately following Section 18:

Section 19. Right of Access. The Trustees or any other person authorized by the Trustees, shall have a right of access to any Unit and/or Common Areas to which a Unit has an exclusive right of use, for the purpose of making inspections, or for the purpose of correcting any conditions originating in the Unit and/or said Common Areas or threatening another Unit or the Common Areas and Facilities, or for any other purpose reasonably necessary for the proper maintenance or operation of the Condominium, or for any other purpose as herein provided for which access to a unit and/or said Common Areas is necessary; provided, however, that such entry is made after advance notice and that such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency or in such case as a Unit Owner fails to cooperate with the Trustees after notice as aforesaid, such right of entry shall be immediate, and without notice where such is impractical. In furtherance hereof, each Unit Owner shall provide to the Trustees duplicate sets of keys to all locks upon every means of access to a Unit and said Common Areas.

Section 20. Enforcement of Charges, Fines, Obligations. Any charge, fine, or other financial obligation to, of, or on any Unit Owner and/or Unit herein provided for shall constitute a lien upon such Unit and be enforceable to the same manner and extent as for Common Expenses provided for in this Declaration and Section 6 of Chapter 183A of the General Laws.

Section 21. Unit Owner Responsibility. Except as may be otherwise specifically provided herein, a Unit Owner shall be fully responsible for the acts and omissions, feausance, malfeasance and misfeasance, and all other conduct of his/her/their family, servants, agents, employees, invitees, lessees, tenants, licensees, guests, pets or others upon the Property at the behest of the Unit Owner.

Section 22. Attorneys' Fees and Costs. In such case as it is necessary for the Trustees to engage the services of an attorney or attorneys for the purpose of enforcing against a Unit Owner, tenant, occupant, or other person bound thereby, any provision of the Master Deed, the Declaration of Trust, the Rules and Regulations, or obligations thereunder and/or for the purpose of defending any action brought by such person(s), and the Trustees should prevail thereon, said Unit Owner, tenant, occupant or other such person shall be liable for, in addition to any other liability, the fees and costs of such attorneys in so proceeding thereto. As to Unit Owners, the amount of such fees and costs shall constitute a lien upon the Unit enforceable to the same manner and extent as a lien for Common Charges, and the Unit Owner shall be personally liable therefor.

Section 23. Payment of Common Charges on Sale; 6(d) Certificate. Notwithstanding anything herein otherwise contained, no Unit Owner may transfer by sale, conveyance, assignment or otherwise (renting, letting or leasing included) his Unit unless and until all outstanding Common Charges and other financial obligations, if any, as to such Unit are paid and/or payments of such Charges are current. This provision shall not apply to a First Mortgagee exercising its rights pursuant to its mortgage.

IN WITNESS WHEREOF we the undersigned, being a majority of the Trustees of the Quail Run Condominium Trust, having first received the consent of the Unit Owners entitled to not less than sixty-seven percent (67%) of the Beneficial Interest, have set our hands and seals this ninth day of February, 1993.

Sally Elkind
SALLY ELKIND, Trustee
of the Quail Run Condominium
Trust

GB Natanson
GB NATANSON, Trustee
of the Quail Run Condominium
Trust

Michael D. Koplow
MICHAEL D. KOPLOW, Trustee
of the Quail Run Condominium
Trust

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

~~February 9th~~, 1993

Then personally appeared before me the above-named Sally Elkind and acknowledged the foregoing to be his/her free act and deed.

Edward Towell

Notary Public

My Commission expires: June 4, 1999

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

~~February 9th~~, 1993

Then personally appeared before me the above-named Jerry Nathanson and acknowledged the foregoing to be his/her free act and deed.

Edward Towell

Notary Public

My Commission expires: June 4, 1999

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

~~February 9th~~, 1993

Then personally appeared before me the above-named Michael D. Hooley and acknowledged the foregoing to be his/her free act and deed.

Edward Towell

Notary Public

My Commission expires:

June 4, 1999