

ALLOWED  
212906

CHESTNUT GREEN CONDOMINIUM AT DANVERS

Master Deed

The undersigned Richard R. Ruggiero, in his capacity as Trust : of Federal Street Associates Nominee Trust, u/d/t dated May 9, 1903 and filed with South District of the Essex County Registry of Land Court as Document #201800, and having a usual place of business c/o The Newport Group, 2 Faneuil Hall Marketplace, Boston, MA 02109 (hereinafter sometimes referred to as "Declarant"), being the sole owner of certain premises in Danvers, Essex County, Massachusetts, described in Exhibit A hereto (the "premises"), by duly executing this Master Deed, do hereby submit the premises to the provisions of Chapter 183A of the General Laws of Massachusetts and propose to create and do hereby create a condominium (the "Condominium") to be governed by and subject to the provisions of said Chapter 183A, as amended, and to that end we hereby declare and provide as follows:

1. The name of the Condominium shall be CHESTNUT GREEN CONDOMINIUM AT DANVERS.

2. The premises which constitute the Condominium comprise the land situated at 7 Federal Street in Danvers, Essex County, Massachusetts, together with the buildings and improvements thereon, shown on the plan entitled "Site Plan, Chestnut Green at Danvers, by T & M Engineering Associates, Inc., Peabody, Massachusetts 01970, dated January 2, 1986, (hereinafter referred to as "Plans"), attached hereto and made a part hereof. A description of the land on which the buildings and improvements are located is more particularly described in Exhibit A attached hereto and made a part hereof, which land, buildings and improvements are subject to and have the benefit of, as the case may be, the easements, encumbrances, restrictions and appurtenant rights set forth and contained in said Exhibit A.

3. The description of each of the buildings comprising the Condominium, stating the number of stories, the number of Units, and the principal materials of which it is constructed is set forth and described in Exhibit B attached hereto and made a part hereof. The location of said buildings is as shown on the Site Plan.

4. The Condominium Units and the designations, locations, approximate areas, number of rooms, immediately accessible common areas and other descriptive specifications thereof are as set forth in Exhibit C attached hereto and made a part hereof, and as shown on the Plans.

5. The common areas and facilities of the Condominium ("Common Elements") comprise and will consist of:

5.1 The land, together with and subject to all easements, encumbrances, restrictions and appurtenances described in Exhibit A.

5.2 The access ways, walkways, sidewalks, driveways, parking areas, and the improvements thereon and thereof, including, without limiting the generality of the foregoing, fences, retaining walls, sillcocks, lighting fixtures, signs, and landscaping.

5.3 All areas of the buildings comprising the Condominium and all facilities, installations and improvements therein and thereof which are not within the boundaries of the Units as defined in this Master Deed, including, without limiting the generality of the foregoing:

5.3.1 The foundations, structural elements, supports, exterior walls and roofs of the building, walls separating Units and walls separating the common areas and the Units;

5.3.2 The building entrances, lobbies, mailrooms and mailboxes, stairways, landings, incinerators, boiler rooms, corridors, storage rooms, and all improvements thereto, equipment and fixtures therein, and other features and facilities thereof, including, without limiting the generality of the foregoing, the elevators and equipment attendant thereto.

5.3.3 All conduits, ducts, pipes, meters, plumbing, wiring, heating equipment and other facilities for the furnishing of utility, air-conditioning and exhaust services which are contained in portions of the buildings outside of the Units, and all such facilities which are contained within any Unit and serve parts of the Condominium other than the Unit within which such facilities are contained; provided, however, that all air-conditioning facilities serving a Unit shall be deemed a part of such Unit;

5.3.4 Installations of central services, including all equipment attendant thereto, but excluding equipment contained within and exclusively serving a Unit.

6. The Owners of each Unit shall be entitled to an undivided interest in the common areas and facilities in the percentage set forth for such Unit in Exhibit C hereof. Said common areas and facilities shall be subject to the provisions of the Chestnut Green Condominium at Danvers Trust and the Bylaws set forth therein, hereinafter referred to, and the rules and regulations promulgated pursuant thereto with respect to the use and maintenance thereof.

7. The verified floor plans of the building showing the layout, location, Unit numbers and dimensions of the Units and such other matters as are required by law, are attached hereto, and form a part of the Plans.

8. The purposes for which the building and the Units are intended to be used are as follows:

8.1 The building and each of the Units are intended to be used solely for professional, business and commercial and not residential purposes, and as such, all the Units will be used for office space.

8.2 Notwithstanding the provisions of Sections 8.1 and 9 of this Master Deed, the Declarants may, until all of the Units have been sold by the Declarants, let or lease Units which have not been sold by the Declarants and use any Units owned by the Declarants as models for display for the purpose of selling or leasing Units, or other lawful purposes.

9. The restrictions on the use of the building and the Units are as follows:

9.1 No Unit shall be used or maintained in a manner contrary to or inconsistent with the comfort and convenience of the occupants of the Units, the provisions of the Chestnut Green Condominium at Danvers Trust, the Bylaws set forth therein and the rules and regulations promulgated pursuant thereto;

9.2 The Owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject to the provisions of Sections 8 and 9 hereof, and may modify, remove and install walls lying wholly within such Unit, provided, however, that any and all work with respect to the removal and installation of interior non-bearing walls or other improvements to such Unit shall be done expeditiously in a good and workmanlike manner, pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees of Chestnut Green Condominium at Danvers Trust, hereinafter referred to, which approval shall not be unreasonably withheld or delayed;

9.3 The Trustees may authorize that adjacent Units (either on the same floor or on separate floors) be connected for the purpose of single occupancy and that for such purpose cuts be made in common walls or floors; provided, always, that (i) any and all work with respect to such connecting of Units shall be done at the sole cost and expense of the Unit Owner performing such work and shall be done expeditiously in a good and workmanlike manner during normal working hours, without undue disturbance to other Unit Owners, pursuant to a building permit duly issued therefor (if required by law) and otherwise in accordance with all applicable federal, state and local statutes, ordinances, codes, rules, and regulations, and pursuant to plans and specifications prepared by a registered architect or

engineer which have been submitted to and approved in writing by the Trustee, which approval shall not be unreasonably withheld or delayed, and (ii) a new plan of such Units is recorded in the Registry District of the Land Court (which plan shall show the connected Units as changed by such work) together with a certificate signed by at least two (2) Trustees certifying that all such work has been performed with the approval of the Trustees. Any such authorization shall be valid only if in writing signed by a majority of the Trustees. At such time as the Owners of the connected Units no longer desire them to be connected, the Owners of such Units shall promptly restore the common walls or floors between such Units (all such work to comply with the same requirements as set forth above with respect to the work performed in connection with such Units) and upon failure to do so, the Trustees may perform or cause to be performed such work, in which event such Unit Owner shall be personally liable to the Trust for the cost of the work which, if not paid when demanded, shall constitute a lien on the Units in question having the same priority as a lien for common expenses under Section 6 of said Chapter 183A. Such lien shall be valid notwithstanding any conveyance of the Units, or any of them, out of the common ownership prior to demand or any filing in the Registry District of the Land Court to enforce the lien.

9.4 In order to preserve the architectural integrity of the buildings and the Units without modification, and without limiting the generality thereof, no patio, balcony, awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Unit or any part thereof, no addition to or change or replacement of any exterior light, door, door knocker or other exterior hardware shall be made, and no painting, attaching of decalcomania or other decoration shall be done and no sign shall be placed on any exterior part or surface of any Unit nor on the interior surface of any window without the written permission of the Trustees of Chestnut Green Condominium at Danvers Trust upon such terms and conditions, if any, as they, in their reasonable discretion, shall determine. Notwithstanding the above, no unit owner may make any additions to his Unit which would encroach on the Common Elements without the prior written consent of all Unit owners.

9.5 A Unit Owner may lease his complete Unit without approval from the Trustees of Chestnut Green Condominium at Danvers Trust provided such lease is for a term of not less than twelve months and which shall apply to the entire Unit. A lease for a term of less than one year and/or for less than the whole area of the Unit must, in order to be valid, be approved in writing by the said Trustees, which approval shall not be unreasonably withheld. Any lease, whether or not approval is required by the Trustees, shall specifically provide that the lease shall be subject in all respects to the provisions of the Chestnut Green Condominium at Danvers Trust, the Bylaws set forth therein and the rules and regulations promulgated pursuant thereto, and that any failure by Lessee to comply with the terms of such documents shall constitute a default under said lease, provided, however, that the restrictions of this Section 9.5 shall not apply to an institutional first mortgage lender in possession of a Unit following a default by a 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.

9.6 The limitations on use and restrictions set forth in Sections 8 and 9 hereof shall be for the benefit of the Owners of the Units and the Trustees of the Chestnut Green Condominium at Danvers Trust as the persons in charge of the common areas and facilities, shall be enforceable solely by said Trustees, and shall, insofar as permitted by law, be perpetual and to that end, such limitations on use and restrictions may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof.

10. This Master Deed may be amended by an instrument in writing (a) signed by the Owners of Units entitled to seventy-five percent (75%) or more of the undivided interests in the common areas and facilities and their mortgagees of record, and (b) signed and acknowledged by a majority of the Trustees of the Chestnut Green Condominium at Danvers Trust, hereinafter referred to. An amendment shall become effective when duly recorded with the Essex South Registry of the Land Court, provided, that:

10.1 No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the Owners of the Unit contemplated to be altered thereby;

10.2 No instrument of amendment affecting any Unit in a manner which impairs the security of a mortgage of record thereon held by a bank or insurance company or of a purchase money mortgage shall be of any force or effect unless the same has been assented to by such mortgage holder;

10.3 No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled as set forth in Exhibit C shall be of any force or effect unless the same has been signed by the Owners of all the Units and said instrument is recorded as an Amended Master Deed; and,

10.4 No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A, as amended, of the General Laws of Massachusetts shall be of any force or effect.

#### 11. Special Amendment

A. Notwithstanding anything herein contained to the contrary, the Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Master Deed, the Plans, or the Condominium Trust at any time and from time to time which amends this Master Deed, the Plans or the Condominium Trust (i) to bring this Master Deed, the Plans or the Condominium Trust into compliance with Chapter 183A; or (ii) to correct clerical or typographical errors in this Master Deed or any exhibit hereto or any supplement or amendment hereto or the Plans or the Condominium Trust. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make or consent to any such Special Amendment(s) on behalf of each Unit Owner. Each deed,

mortgage, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to vote in favor of, make, execute and record Special Amendment(s). The right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time the Declarant no longer holds title to a Unit.

12. The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is the Chestnut Green Condominium at Danvers Trust under Declaration of Trust dated the same date as this Master Deed and recorded herewith. The original and present Trustees thereof are Walter C. Grover of Bridgewater, Massachusetts; Dorothy Nelson Stookey of Hamilton, Massachusetts; and Richard R. Ruggiero of Needham, Massachusetts (hereinafter sometimes referred to as "Trustees"). The Trustees have enacted Bylaws which are set forth in said Declaration of Trust pursuant to the provisions of Chapter 183A, as amended, of the General Laws of Massachusetts.

13. If any portion of the common areas and facilities encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the common areas and facilities, or if any such encroachment shall occur hereafter as a result of settling or shifting of the buildings or alterations or repairs of the common areas and facilities made by or with the consent of the Trustees, or as a result of repair or restoration of the buildings or of a Unit after damage by fire or other casualty, or as a result of a condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the building in which the encroachment occurs shall stand.

14. Each Unit Owner shall have an easement in common with the Owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other common facilities and areas located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use the pipes, wires, ducts, flues, cables, conduits, public utility lines and other common facilities and areas serving such other Units and located in such Unit. The Trustees shall have and are hereby granted a right of access to each Unit to inspect the same, to make emergency repairs thereto, to remove violations therefrom and, as necessary, to maintain, repair or replace the common areas and facilities contained therein or elsewhere in the buildings.

15. Declarants and the Unit Owners hereby agree as follows:

15.1 That in the event any right of first refusal in case of the sale of a Unit is adopted by the Unit Owners and incorporated in this Master Deed or the Chestnut Green Condominium at Danvers Trust, such right of first refusal shall not impair the rights of an institutional first mortgage lender to:

15.1.1 Foreclosure or take title to a Unit pursuant to the remedies provided in the mortgage; or

15.1.2 Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or,

15.1.3 Sell or lease a Unit acquired by the institutional first mortgage lender through the procedures set forth in Subsections 15.1.1 and 15.1.2 above;

15.2 That any person taking title to a Unit through a foreclosure sale duly conducted by an institutional first mortgage lender shall be exempt from any right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Chestnut Green Condominium at Danvers Trust;

15.3 That any institutional first mortgage lender who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by law will not be liable for such Unit's unpaid common charges or dues which accrued prior to the acquisition of title to such Unit by the Mortgagee;

15.4 That unless all of the institutional first mortgage lenders holding mortgages on the individual Units at the Condominium have given their prior written approval, neither the Unit Owners nor the Trustees of Chestnut Green Condominium at Danvers Trust shall be entitled to:

15.4.1 By act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium Premises by fire or other casualty or in the case of a taking by condemnation or eminent domain;

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

15.4.3 Partition or subdivide any Unit;

15.4.4 By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements, provided, however, that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements of the Condominium shall not be deemed an action for which any prior approval of a mortgagee shall be required under this Subsection; and further provided, that the granting of rights by the Trustees of the Chestnut Green Condominium at Danvers Trust to connect adjoining Units shall require the prior approval of only the mortgagees of the Units to be connected;

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

15.5 That to the extent permitted by law, all taxes, assessments, and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

15.6 That in no case shall any provision of the Master Deed or the Chestnut Green Condominium at Danvers Trust give a Unit Owner or any other party priority over any rights of an institutional first mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of such Unit and/or the common areas and facilities of the Condominium;

15.7 That an institutional first mortgage lender, upon request to the Trustees of Chestnut Green Condominium at Danvers Trust, will be entitled to:

15.7.1 Written notification from the Trustees of the Chestnut Green Condominium at Danvers Trust of any default by his borrower who is an Owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of Chestnut Green Condominium at Danvers Trust which is not cured within sixty (60) days;

15.7.2 Inspect the books and records of the Chestnut Green Condominium at Danvers Trust during normal business hours;

15.7.3 Receive an audited annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;

15.7.4 Receive written notice of all meetings of the Condominium Trust, and be permitted to designate a representative to attend all such meetings; and

15.7.5 Receive prompt written notification from the Trustees of the Chestnut Green Condominium at Danvers Trust of any damage by fire or other casualty to the Unit upon which the institutional lender holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the common areas and facilities of the Condominium.

15.8 That no agreement for professional management of the Condominium or any other contract with Declarants may exceed a term of three (3) years, and that any such agreement shall provide for termination by either party without cause and without payment of a



termination fee on thirty (30) days or less written notice.

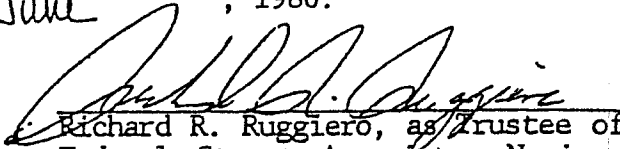
16. If any provision of this Master Deed shall be invalid or shall conflict with Chapter 183A, as amended, of the General Laws of Massachusetts, or if any provision of this Master Deed conflicts with any other provision thereof or with any provision of Chestnut Green Condominium at Danvers Trust, then the following rules of construction shall be used:

16.1 In the event of a conflict between the Master Deed and said Chapter 183A, as amended, the provision of Chapter 183A shall control;

16.2 The invalidity of any provision of the Master Deed shall not impair or affect the validity or enforceability of the other provisions of this Master Deed;

16.3 In the event of a conflict between any numerical voting requirements for action set forth in Section 10 hereof and any such requirements set forth in any other provision of this Master Deed or Chestnut Green Condominium at Danvers Trust, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control;

IN WITNESS WHEREOF, I have hereunto affixed my respective hand and seal this 16<sup>th</sup> day of June, 1986.

  
Richard R. Ruggiero, as Trustee of  
Federal Street Associates Nominee  
Trust, and not individually

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

June 16, 1986

Then personally appeared the above-named Richard R. Ruggiero, Trustee as aforesaid, and acknowledged the foregoing instrument to be his free act and deed of Federal Street Associates Nominee Trustee before me.

  
Notary Public

My Commission Expires:

11/28/91

CHESTNUT GREEN CONDOMINIUM AT DANVERS

EXHIBIT A

The land, together with the buildings and improvements thereon, being known and numbered 7 Federal Street, Danvers, Essex County, Commonwealth of Massachusetts, and being bounded and described as follows:

*Lot 19 being also the Southerly line of*

- NORTHERLY by Federal Street by two lines, one hundred fifty-four and 95/100 (154.95) feet and fifty-one and 19/100 (51.19) feet;
- EASTERLY by Lot 22 on a plan hereinafter mentioned, one and 00/100 (1.00) feet;
- NORTHERLY by Lot 22 on said plan, thirty three and 49/100 (33.49) feet;
- EASTERLY by Lot 22 on said plan, one hundred sixty-two and 33/100 (162.33) feet;
- SOUTHERLY by Lot 22 on said plan, one hundred sixty-five and 96/100 (165.96) feet; and
- WESTERLY by lands now or formerly of Walter P. Lovelace, et al, two hundred eighty-one and 28/100 (281.28) feet.

All of said boundaries are determined by the Court to be located as shown upon a plan numbered 33080I, drawn by T & M Engineering Associates Inc., dated December 6, 1984, as modified and approved by the Court and filed with the Land Registration Office. The above described land is shown as Lot 21 on said mentioned plan.

The premises have the benefit of and are subject to, as the case may be, the following matters of record, insofar as the same are now in force and applicable.

1. Terms, conditions, covenants and restrictions as set forth in Declaration of Restrictions and Operating Agreement dated October 16, 1968 and filed with the Southern Registry District of Essex County as Document 129093 and by Amendment of Declaration of Restrictions and Operating Agreement dated October 20, 1970 and filed as Document 137458 and by Third Amendment of Declaration of Restriction and Operating Agreement dated April 28, 1972 and is filed as Document 141735.

LAND COURT, BOSTON, The lands herein described will be shown on our approved plan to follow as

JUN 23 1986  
Plan 33080<sup>J-1</sup> Lot 21A  
(CONTAINED IN DESCRIPTION ONLY).

2. Agreements and Covenants in a Deed from Wasserman et al Trustees to Robert C. Martel, Trustee dated April 9, 1984 filed as Document 194032.
3. Drainage Easement granted by Richard R. Ruggiero Trustee of Federal Street Associates Nominee Trust u/d/t dated May 9, 1985 filed as Document #201800 to William E. Lee and Robert S. Lee, Trustees of Lee Realty Trust u/d/t dated April 2, 1984, recorded at Essex Deeds Book 7369, Page 579 recorded with the Essex South District Registry of Deeds as Instrument # \_\_\_\_\_ of June 13, 1986 and filed with the Essex South District of the Land Court as Document No. 212677.

For title, see Deed of Robert C. Martel, Trustee of RCM Realty Development Trust, filed as Document 201799 and Declarant's Certificate of Title No. 54650.

CHESTNUT GREEN CONDOMINIUM AT DANVERSEXHIBIT B

The building comprising the Condominium consists of and is numbered as 7 Federal Street, Essex County, Massachusetts.

The building has three stories and contains 18 units.

The building is constructed primarily of wood frame, wood trusses and brick. The siding is composed primarily of board and brick veneer. The roof is made of asphalt shingle. The foundation is poured concrete.

21,000 - 1.23

CHESTNUT GREEN CONDOMINIUM AT DANVERS  
EXHIBIT C

<u>Unit No.</u>	<u>Floor</u>	<u>Approximate Useable Net Square Foot Area</u>	<u>Undivided % of Unit Interest</u>
11	1	972	5.49%
12	1	888	5.01%
14	1	2,101	11.86%
15	1	447	2.53%
17	1	565	3.19%
19	1	822	4.64%
21	2	1,352	7.64%
22	2	870	4.91%
23	2	495	2.80%
24	2	991	5.60%
25	2	976	5.51%
26	2	1,203	6.79%
31	3	1,018	5.75%
32	3	1,748	9.87%
33	3	751	4.24%
34	3	431	2.43%
35	3	1,191	6.73%
36	3	887	5.01%
		<u>17,708</u>	<u>100%</u>

Each Unit has immediate access to common hallways, lobbies, interior stairways and elevators, as shown on the floor plans recorded herewith.

The address of the Units is 7 Federal Street, Danvers, Massachusetts.

The boundaries of the Units with respect to the floors, walls, doors and windows thereof are as follows:

A. Floors: The plane of the upper surface of the wooden or concrete decking.

B. Ceilings: The plane of the lower surface of the ceiling joists.

C. Unit Perimeter Walls: The plane of the surface facing such unit of the wall furring (or studs).

D. Doors: The exterior surface of the doors utilized to provide ingress to and egress from each Unit.

E. Windows: The exterior surface of the glass and of the window frames, provided, however, that all screens and screen frames outside the exterior surface of the glass are included as a part of the Unit.

HD # 212905  
Dec of Trust # 212906  
CHESTNUT GREEN CONDOMINIUM AT DANVERS TRUST

INDEX

	<u>Page</u>
ARTICLE I Name of Trust.....	1
ARTICLE II The Trust and Its Purposes	
2. 1 General Purposes.....	1
2. 2 Definitions.....	1
2. 3 Trust and Not Partnership.....	1
2. 4 Property Held in Trust.....	1
ARTICLE III The Trustees	
3. 1 Number of Trustees; Vacancies.....	2
3. 2 Action by Majority.....	3
3. 3 Resignation and Removal of Trustees.....	3
3. 4 Bond by Trustees.....	3
3. 5 Compensation of Trustees.....	3
3. 6 No Liability If in Good Faith.....	4
3. 7 Self-Dealing.....	4
3. 8 Indemnity.....	4
ARTICLE IV Beneficiaries and Beneficial Interest	
4. 1 Percentage Interest.....	4
4. 2 Persons to Vote as Unit Owners.....	5
ARTICLE V ByLaws	
5. 1 Powers of the Trustees.....	5
5. 2 Maintenance and Repair of Units.....	8
5. 3 Maintenance, Repair and Replacement of Common Areas and Facilities and Assessments of Common Expenses.....	8
5. 4 Common Expenses.....	9
5. 5 Insurance.....	9
5. 6 Rebuilding, Restoration and Improvements.....	11
5. 7 Temporary Use of Common Facilities.....	12
5. 8 Rules, Regulations, Restrictions, and Requirements.....	13
5. 9 Meetings.....	13
5.10 Notice to Unit Owners.....	14
5.11 Inspection of Books, Report to Unit Owners...	14
5.12 Checks, Notes, Drafts, and Other Instruments.	14
5.13 Seal.....	14
5.14 Fiscal Year.....	14
5.15 Removal from Condominium Law.....	14