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**SUMMERFIELD AT TAFT HILL
CONDOMINIUM TRUST**

**RESTATED AND AMENDED
DECLARATION OF TRUST**

**RETURN TO:
Board of Trustees
1 Summerfield Drive
Uxbridge MA 01569**

A 55+ Adult Community

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DECLARATION OF TRUST

This RESTATED AND AMENDED DECLARATION OF TRUST of SUMMERFIELD AT TAFT HILL CONDOMINIUM TRUST made at WORCESTER South District Registry of Deeds County, Massachusetts by the Trustees of record (Book 67416 Page 77) supersedes the original Declaration of Trust by George P. Yankowich and Kevin J. Comeau, each with a principal office at 30 Taft Hill Lane, Uxbridge, MA hereinafter collectively called the "Trustees", which term includes their successors in trust. The term "Trustee" or "Trustees" also means the Trustee or Trustees for the time being hereunder, whenever the context so permits.

1. NAME OF TRUST

The trust created hereby shall be known as **Summerfield at Taft Hill Condominium Trust** (the "Trust") and all activities carried on by the Trustees hereunder shall, insofar as legal, practical and convenient, be conducted under said name and style. The term "Trust" shall include this Declaration of Trust, and the By-Laws, and Rules hereto.

2. PURPOSES

- A. All of the rights and powers in, to and with respect to the common areas and facilities of the Summerfield at Taft Hill Condominium established by Master Deed of even date and recorded herewith (hereinafter called the "Condominium"), which are by virtue of the provisions of Massachusetts General Laws, Chapter 183A, (the "Act") conferred upon or exercisable by the organization of unit owners (hereinafter defined) of the Condominium and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder shall vest in the Trustees as joint tenants, with right of survivorship, as Trustees of this Trust, BUT IN TRUST NEVERTHELESS, to exercise, manage, administer and dispose of the same and to receive the income thereof for the benefit of the Owners of record from time to time of the Units of the Condominium (hereinafter called the "Unit Owners"), according to the schedule of beneficial interest referred to in Section 4 hereof, and in accordance with the provisions of the Act. This Trust is the organization of the Unit Owners established pursuant to the provisions of the Act for the purposes therein set forth.
- B. It is hereby expressly declared that a trust, and not a partnership, has been hereby created and that the Unit Owners are beneficiaries and not partners or associates or any other relation whatever among themselves with respect to the Trust property, and hold no relation to the Trustees other than as such beneficiaries, with only such rights as are conferred upon them as such beneficiaries hereunder and under and pursuant to the provisions of the Act.

3. TRUSTEES

A. Appointment of Trustees

1. Initial Board

The Initial Board shall consist of the Trustees named in the first paragraph of this Declaration of Trust, to wit: George P. Yankowich, Kevin Comeau, or any other person or persons from time to time appointed by Declarant as provided herein, hereinafter called the "Initial Board". The term of the Initial Board shall end upon the earliest to occur of the following events: (a) four (4) months after 75% of the Units in all phases have been conveyed to Unit Owners other than Northwind Partners MA, LLC; or (b) five

(5) years following the conveyance of the first Unit; or (c) upon the conveyance of all of the Units in all phases to third parties. Notwithstanding any other term or provision of this Trust to the contrary: (A) the Unit Owners shall have no power or right to remove the Initial Board, namely, George P. Yankowich, Kevin Comeau, nor to appoint any additional or successor Trustees, until the expiration of the term of said Initial Board shall have expired as set forth in the immediately preceding sentence, and (B) during the term of the Initial Board, the Declarant shall have the right to appoint and/or remove any Trustees and any vacancy in the office of a Trustee, however caused, shall be filled only by the designation of the Declarant of the Master Deed.

2. Subsequent Boards of Trustees

- a. After the term of the Initial Board, there shall at all subsequent times be a Board of Trustees hereunder consisting of not less than five (5) nor more than seven (7) natural persons, but in any event an odd number, such number to be determined from time to time by plurality vote of Unit Owners, which vote shall be exercised in person or by proxy at any annual or special meeting of the Unit Owners. The term of office of Trustees succeeding the Initial Board shall initially be a period of one or two years and until their successors have been elected and qualified. The Trustees must be Unit Owners; only one owner per unit may serve on the Board of Trustees at any given time. Two or three Trustees will be elected in alternate years for a two-year term.
- b. The Trustees shall elect from their number a Chairman, Treasurer and Secretary, as Officers, who shall perform such duties as the Trustees may prescribe and may elect such other officers as they shall desire. Any Trustee may hold more than one office.
- c. Each person elected to serve as a Trustee who wishes to so serve shall promptly file with the Secretary of the Trust his written acceptance of election, and upon receipt of such acceptance, the Secretary shall record with the Worcester South District Registry of Deeds a certificate of acceptance and election setting forth the names of the new Trustees and reciting that they have been duly elected by the requisite vote of the Unit Owners upon the recording of such certificate of election, the election of the Trustees named therein shall become effective and each such person named therein as a Trustee shall then be and become such Trustee and shall be vested with the title to the Trust property, jointly with the remaining or surviving Trustee or Trustees without the necessity of any act of transfer or conveyance.

B. Vacancies

1. If for any reason there shall be a vacancy, other than a vacancy that occurs by reason of the expiration of the term of a trustees as set forth in this Section such vacancy may be filled by majority vote of the remaining Trustees, and the person so appointed shall serve until the next annual or special meeting of the Unit Owners, at which the Unit Owners shall elect a Trustee to fill the vacancy.
2. If for any reason there shall be fewer than five (5) Trustees for any consecutive period of more than sixty (60) days and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any Unit Owner and notice to the other Unit Owners and all Trustees and to such other parties in interest, if any, to whom the court may direct

that notice be given, and such appointment shall become effective upon the recording with the Worcester South District Registry of Deeds of a certificate or order of such appointment.

3. Notwithstanding anything to the contrary in this Section, despite any vacancy in the office of Trustees, however caused and for whatever duration, the remaining or surviving Trustees shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

C. Majority Vote

In all matters relating to the administration of the Trust hereunder and the exercise of the powers hereby conferred, the Trustees shall act at meetings by majority vote. In no case shall a quorum consist of two (2) Trustees or less. The Trustees may so act without a meeting by instrument signed by all Trustees or by electronic communications, such as email, videoconferencing, conference calls, etc. Each Trustees has one vote and may not vote by proxy.

D. Resignation of Trustees; Removal

1. Any Trustee may resign at any time by instrument in writing to all other Trustees, signed and acknowledged in proper form for recording and such resignation shall take effect upon the recording of such document with the Worcester South District Registry of Deeds.
2. After notice and opportunity to be heard before the Unit Owners called pursuant to the By-Laws hereof, a Trustee may be removed from office with or without cause, by an instrument in writing signed by vote of Unit Owners entitled to not less than fifty-one (51%) percent of the beneficial interest hereunder, such instrument to take effect upon the recording thereof with said Worcester South District Registry of Deeds.

E. Bonds

The Trustees shall obtain and maintain fidelity bonds as set forth in the By-Laws of this Trust.

F. Good Faith

No Trustee hereinbefore named, or appointed or designated as hereinbefore provided, shall under any circumstances or in any event be held liable or accountable out of his personal assets or estate or be deprived of compensation by reason of any action taken, suffered or omitted in good faith, or be so liable, accountable or deprived for more money or other property than he actually receives, or for allowing one or more of the other Trustees to have possession of the Trust books or property, or be so liable, accountable or deprived by reason of honest errors of judgment or mistakes of fact or law or by reason of the existence of any personal interest or gain or by reason of anything except his own personal and willful malfeasance, bad faith, or fraud.

G. Conflict of Interest

No Trustee shall be disqualified by his office from contracting or dealing with the Trustees or

with one or more Unit Owners (whether directly or indirectly because of his interest individually or the Trustees' interest or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any other reason), as vendor, purchaser or otherwise, nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which any Trustee shall be in any way interested, be avoided, nor shall any Trustee so dealing or contracting or being so interested, be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relationship hereby established, provided the Trustee shall act in good faith and shall disclose to the other Trustees the nature of his interest before the dealing, contract, or arrangement is entered into, and provided that such dealing, contract or arrangement is upon commercially reasonable terms.

H. Compensation

1. The Trustees shall receive no compensation for their services as trustees, but with the prior written approval in each instance of the other Trustees, and upon presentation of proper vouchers, each Trustee may be reimbursed for actual out-of-pocket expenses paid or incurred by him pursuant to his duties as such Trustee, and such reimbursement shall be a *Common Expense of the Condominium*.

2. With the prior written approval in each instance of the other Trustees, each Trustee may receive reasonable compensation for any extraordinary or unusual services rendered by him in connection with this Trust, and such compensation shall be a *Common Expense of the Condominium*.

3. With the prior written approval in each instance of the other Trustees, any Trustee may be engaged to render services to this Trust, legal, accounting, or otherwise, at such compensation as shall be fixed by the Trustees and any fees or other compensation shall be a *Common Expense of the Condominium*.

4. Notwithstanding anything to the contrary in this Section, no compensation or fees shall be paid to a Trustee and no reimbursement for out-of-pocket expenses shall be made to any unless the same is reasonable and customary. A Trustee shall abstain from voting upon any question regarding reimbursement, compensation, or fees proposed to be paid to him pursuant to the provisions of this Section, or upon any question regarding the engagement of himself, or any firm, association, corporation or partnership of which he is a member, to render services, legal, accounting or otherwise to this Trust.

I. Indemnity

The Trustees and each of them shall be entitled to indemnity both out of the Trust property and by the Unit Owners severally in proportion to their ownership in the common areas and facilities against any liability incurred by them or any of them in the execution of their duties hereunder, including, without limitation, liabilities in contract and in tort and liabilities for damages, penalties and fines (but not for fraud or willful misconduct). Each Unit Owner shall be personally liable for all sums lawfully assessed for his share of the *Common Expenses of the Condominium* and for his proportionate share of any claims involving the Trust property in excess thereof.

4. BENEFICIARIES AND THEIR BENEFICIAL INTEREST

- A. The beneficiaries hereof shall be the Unit Owners of the Condominium. The beneficial interest in this Trust shall be divided among the Unit Owners in the percentage of undivided beneficial interest appertaining to the Units of the Condominium, all as set forth on Exhibit C of the Master Deed, which is hereby incorporated herein by this reference and made a part hereof, with the same force and effect as though fully set forth in the body hereof.
- B. The beneficial interest of each Unit of the Condominium shall be held and exercised as a unit and shall not be divided among several owners of any such Unit. To that end, whenever any of said Units is owned of record by more than one person, the several owners of such Unit shall determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments, and otherwise exercise the rights appertaining to such Unit. THEREFORE, ONE VOTE PER UNIT.

5. BY-LAWS

The By-Laws of this Trust are attached hereto as Exhibit I which is hereby incorporated herein by this reference and made a part hereof with the same force and effect as though fully set forth in the body hereof.

6. RIGHTS AND OBLIGATIONS OF THIRD PARTIES DEALING WITH THE TRUST

- A. Any instrument signed and acknowledged in proper form for recording by a majority of the Trustees as they then appear of record in the Worcester South District Registry of Deeds may be relied on as conclusively establishing that such instrument was the free act of this Trust and shall be binding upon this Trust when so recorded.
- B. No purchaser, mortgagee, lender, or other person dealing with a majority of the Trustees, as they then appear of record in the Worcester South District Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then the Trustees hereunder or be affected by any notice, implied or actual, relative thereto, other than by a certificate thereof, so recorded, and such recorded certificate shall be conclusive evidence of the identity of said Trustees and of any changes therein. The receipts of a majority of the Trustees, for money paid or things delivered to them shall be effectual discharges therefrom to the persons paying or delivering the same, and no person from whom a majority of the Trustees shall receive any money, property or other credit, shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with a majority of the Trustees as they then appear of record in the Worcester South District Registry of Deeds, or with any real or personal property which then is or formerly was Trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees purporting to be done in pursuance of any of the provisions or powers herein contained, or as to the regularity of the resignation or appointment of any Trustees. Any instrument of appointment of a new Trustee or resignation or discharge of a Trustee purporting to be executed by the Trustees, Unit Owners or other persons herein required to execute the same, shall upon the recording thereof, be conclusive evidence in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation or appointment.
- C. Notwithstanding anything to the contrary herein, and notwithstanding any custom or usage to

the contrary, no recourse shall at any time be had under or upon any note, bond, contract, order, debt, claim, instrument, certificate, undertaking, obligation, covenant, or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceedings, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with, or having any claim against the Trustees, shall look only to the Trust property for payment under such note, bond, contract, order, debt, claim, instrument, certificate, undertaking, obligation, covenant, or agreement, or for the payment of any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall ever be personally or individually liable therefore; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of the Unit Owners under the provisions of the Act.

- D.** Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, conditions, provisions and restrictions hereof, whether or not express reference shall be made to this instrument.
- E.** This Declaration of Trust and amendments hereto and any Certificate herein required or which it may be deemed desirable to record, shall be recorded with the Worcester South District Registry of Deeds and such record when executed according to the requirements of this Declaration of Trust shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the Trust property, or any beneficiary hereunder, shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be so recorded. Any certificate signed by a majority of the Trustees at the time as they then appear of record in the Worcester South District Registry of Deeds setting forth as facts any matters affecting the Trust, including statements as to who are the Trustees, as to what action has been taken by the Trustees or beneficiaries, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Worcester South District Registry of Deeds, shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees acting in reliance thereon. Any certificate executed by a majority of the Trustees as they then appear of record in the Worcester South District Registry of Deeds setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustees, shall, when duly acknowledged and recorded with said Worcester South District Registry of Deeds, as to all persons acting in good faith in reliance thereon, be conclusive evidence of the truth of the statement made in such certificate and of the existence of the facts therein set forth.

7. EASEMENTS AND USE

- A.** Easement for Ingress and Egress through Common Elements, Access to Units, and Support. In addition to the easements created by the provisions of the Act, each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all Common Elements, subject to such reasonable rules, regulations, and restrictions as may

be imposed by the Trustees, according to the Master Deed, Declaration of Trust, By-Laws, and Rules. There exists an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to the same.

- B. Additional Easements.** As a supplement to the easements provided for by the Act, the following easements are hereby created:
1. The Units, Limited Common Elements, and Common Elements shall be, and hereby are, made subject to easements in favor of the Trust (represented by the Trustees), appropriate utility and service companies, cable television and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the premises, or adjacent parcels. The easements created in this shall include without limitation, rights of the Trustees acting on behalf of the Trust, the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate, and replace gas lines, pipes and conduits, poles, water pipes and appurtenances, sewer mains and appurtenances, sewer manholes and drain lines, drainage pipe, drainage swales, and storm water control facilities, telephone wires and appurtenances, cable television wires and appurtenances, electrical poles wires and appurtenances, irrigation sprinklers wells and appurtenances, and paved roads and driveways. Notwithstanding the foregoing provisions of this Section, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit to the owner or so as not to materially interfere with the use or occupancy of the Unit by its occupants. With respect to any utility lines or equipment serving only the Condominium and located upon the Limited Common Elements or the Common Elements, the Trustees shall have the right and power to dedicate, convey title to the same to any private or public utility company and, in addition, the Trustees shall have the right and power to convey easements over the Limited Common elements and Common Elements for the installation, maintenance, repair, and replacement of utility poles, lines, pipes, manholes, wires, and other equipment to any private or public utility company.
 2. The Trustees acting on behalf of the Trust, reserves an easement on, over and under those portions of the Units, Common Elements or Limited Common Elements for the purpose of maintaining and/or correcting drainage of surface water in order to maintain reasonable standards of health, safety, and appearance. The easement created by this Section expressly includes the right to cut trees, bushes, shrubbery, to grade soil or to take any other action reasonably determined to be necessary. The Trustees acting on behalf of the Trust, shall restore the affected property using general accepted practices to re-stabilize the soil, and re-vegetate the ground cover. This does not include the replacement of equal sized trees or shrubbery, or the right to enter dwellings without advanced written notice.
 3. The Trustees acting on behalf of the Trust reserves an easement to go upon any and all property for the purposes of construction, reconstruction, sales, maintenance, repair, renovation, replacement or correction of the Units or Common Elements (including without limitation, the Limited Common Elements).
 4. The Common Elements (other than the Limited Common Elements) shall be and hereby are made subject to an easement in favor of Unit Owners and their invitees, employees, tenants, and servants, the Trustees acting on behalf of the Trust and its agents and employees of the Trust for access, egress and ingress over, through and across each portion thereof, pursuant to such requirements and subject to such charges as the Trustees may from time to time prescribe; provided that nothing contained herein shall create any access easement in favor of Unit Owners with respect to such portions of the Common

- Elements which are not needed in order to gain access to one or more Units and as to which the Trustees may from time to time determine it to be necessary or desirable to limit or control access by Unit Owners or the occupants of the Units, or both including (by way of illustration and not limitation) machinery and equipment, rooms, and sheds.
5. The Common Elements (including the Limited Common Elements) shall be and hereby are made subject to an easement in favor of the Condominium and its agents and employees of the Condominium, and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair, and replacement of the Common Elements.
 6. The Common Elements (including the Limited Common Elements) shall be and hereby are made subject to the following easements in favor of the Units benefited: For the installation, repair, maintenance, use, removal and/or replacement of, mail facility, pipes, electrical, telephone and other communications wiring and cables and other utility lines and conduits which are part of or exclusively serve a single unit and which pass across or through a portion of the Common Elements or Limited Common Elements.
 7. The Units and the Limited Common Elements are hereby made subject to the following easements:
 - A. In favor of the Condominium and its agents and employees of the Condominium, and independent contractors thereof for the purpose of
 - i. The inspection of the Units and Limited Common Elements in order to verify the performance by the Unit Owners of all items of maintenance and repair for which they are responsible,
 - ii. The inspection, maintenance, repair and replacement of the Common Elements or the Limited Common Elements situated in or accessible from such Units or Limited Common Elements or both,
 - iii. Correction of emergency conditions in one or more Units or Limited Common Elements, or both, or casualties to the Common Elements, the Limited Common Elements and/or the Units,
 - iv. The purposes set forth in this Section, it being understood and agreed that the Trustees acting on behalf of the Trust and their agents, employees, and independent contractors shall take reasonable steps to minimize any interference with a Unit Owner's use of his Unit resulting from the Trustees' exercise of any rights it may have pursuant to this Section,
 - B. In favor of the Unit Owner, benefited thereby and the Trustees acting on behalf of the Trust and its agents and employees of the Trust, and independent contractors for the installation, repair, maintenance, use, removal and or replacement of, mail facility, pipes, electrical, telephone and other communications wiring and cables and other utility lines and conduits which service one or more Units or are part of the Common Elements and which pass across or through a portion of one or more Units or Limited Common Element.
 8. All easements, rights and restrictions described and mentioned in this Declaration are easements appurtenant, and running with the Land and the premises, including (by way of illustration, but not limitation) the Units, Limited Common Element, and Common Elements, and (except as expressly may otherwise be provided herein or in the instrument creating the same) shall continue in full force and effect until the termination of this Declaration, as it may be amended from time to time.
- C. **Reservation of Easement Rights.**
 The Trustees acting on behalf of the Trust reserves the right to grant to any third party any license or easement in, on, over or through the premises, in addition to and not in limitation of those set forth above, which license, or easement is determined by the Trustees acting on

behalf of the Trust in their reasonable judgment, to be necessary for the development or improvement of the premises, or adjacent parcels. Any such license or easement granted hereunder shall be recorded by the Trustees acting on behalf of the Trust. The Trustees acting on behalf of the Trust shall execute and deliver in recordable form any instrument or document necessary or appropriate to confirm the grant of such license or easement.

8. AMENDMENTS; TERMINATION

A. Subject to the provisions of the Act:

1. A majority of the Trustees, with the consent in writing of sixty-seven (67%) percent in beneficial interest of Unit Owners present (in person or represented by proxy) at an Annual/Special meeting (where a quorum is verified) or by the number of respondents to an email/USPS mailing (where a quorum is verified) may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided, however, that no such amendment, alteration, addition or change shall be made:
 - a. According to the purport of which, the percentage of the beneficial interest hereunder of any Unit Owner would be altered, or in any manner or to any extent whatsoever, modified or affected so as to be different than the percentage of the individual interest of such Unit Owner in the common areas and facilities as set forth in the Master Deed other than by consent of *all* of the Unit Owners whose percentage of the undivided interest is affected, in accordance with the Act
 - b. Which would render this Trust contrary to or inconsistent with any requirements or provisions of the Act. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this Section shall become effective upon the recording with the Worcester South District Registry of Deeds of an instrument of amendment, alteration, addition, or change, as the case may be, signed, sealed and acknowledged in proper form for recording, setting forth in full, the amendment, alteration, addition, or change. Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition, or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes.
2. The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of the Act in accordance with the procedure set forth in the Act.
3. Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of the Act, sell and convert into money the whole of the Trust property, or any part or parts thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them which shall be conclusive if made in good faith, all other property then held by them in trust hereunder to the Unit Owners according to their respective percentages of beneficial interest hereunder. In making any sale under the provisions of this Section the Trustees shall have the power to sell 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 distribution of Trust property may have passed.

- B.** Notwithstanding anything to the contrary herein, Condominium, by vote of the Trustees and Unit Owners, shall have the right, at any time and from time to time, to amend this Declaration of Trust (including the By-Laws) to meet the requirements of any governmental or quasi-governmental body or agency, or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the secondary mortgage market, or any institutional lender, or to cure any ambiguity, inconsistency or formal defect or omission.
- C.** The provisions of Section 28 (Sale of Units) of the By-Laws hereto shall at all times take precedence over the provisions of this Section 8.

9. CONSTRUCTION: INTERPRETATION

- A.** In the construction hereof, whether or not so expressed, words used in the singular or in the plural, respectively, shall include both the plural and singular; words denoting males include females; and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), partnerships, entities and quasi-entities, trusts and corporations; unless a contrary intention is to be inferred from or is required by the subject matter or context. The marginal and sectional captions and headings 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
- B.** All of the trusts, powers, and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts in general, and with respect to the Act, in particular.
- C.** The invalidity of any provision, or part of such provision, hereof shall not impair or affect in any manner the remainder hereof, or the remainder of such provision or such part of such provision.
- D.** No restriction, condition, obligation or provision contained herein (including but not limited to the By-Laws hereof attached hereto as Exhibit I and incorporated herein by reference) shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number or frequency of violations or breaches thereof which may occur.
- E.** In the event of any conflict between the provisions hereof (including but not limited to the By-Laws hereof attached hereto as Exhibit I and incorporated herein by reference) and the provisions of the Act, and the Master Deed, then the provisions of the Act, or of the Master Deed, as the case may be, shall control. Words defined in the Act and used herein shall have the same meaning herein as defined in the Act, unless the context clearly indicates otherwise.

10. NON-RECOURSE

Notwithstanding anything to the contrary contained in this Master Deed, any liability or claims against the Condominium, Condominium Trust or the Trustees of the Summerfield at Taft Hill Condominium Trust shall be strictly limited to the Declarant's Trust's interest in the Subject Property, and in no event shall any recovery or judgment be sought against any of the

Trustees. Further, in no event shall any claimant be entitled to seek or obtain any other damages of any kind, including, without limitation, consequential, indirect or punitive damages.

We, the undersigned, being the majority of the Trustees of the Summerfield at Taft Hill Condominium Trust u/d/t recorded with the Worcester South District Registry of Deeds at Book 67416, Page 77 as may be amended of record (the "Trust") with the consent of 99% of the owners of units entitled to 87% of the beneficial interests in the Common Elements and Facilities at an Annual Meeting (where a quorum was verified) held on April 15, 2023 hereby amend the Trust's Declaration of Trust pursuant to the Trust's Master Deed to read as above:

<u>Patrick M. Stephan</u>	<u>5/4/23</u>
Patrick. M. Stephan	Date
<u>Paul M. Balutis</u>	<u>5/4/23</u>
Paul Balutis	Date
<u>Marsha Bourgeois</u>	<u>5-4-23</u>
Marsha Bourgeois	Date
<u>William Freer</u>	<u>5/4/23</u>
William Freer	Date
<u>Thomas Fields</u>	<u>5/4/23</u>
Thomas Fields	Date

COMMONWEALTH OF MASSACHUSETTS

Worcester County, SS

On this 4th day of May, 2023, before me, the undersigned notary public, personally appeared Patrick M. Stephan, Paul Balutis, Marsha Bourgeois, William Freer and Thomas Fields, proved to me through satisfactory evidence of identification, which were drivers' licenses or other state or federal governmental documents, to be the persons whose names are signed on the preceding or attached document in my presence and who swore or affirmed to me that the contents of the documents are truthful and accurate to the best of their knowledge and belief.

Debra M. Cardinal

Notary Public

My Commission Expires:

