



Summerfield at Taft Hill Condominium Trust

EXHIBIT I

Incorporated into and made a part of the Declaration of Trust of SUMMERFIELD AT TAFT HILL CONDOMINIUM TRUST (the "Declaration of Trust"). Capitalized terms used herein and not otherwise defined shall have the same meaning ascribed to such terms in the Master Deed or in the Declaration of Trust.

BY-LAWS SUMMERFIELD AT TAFT HILL CONDOMINIUM TRUST

The provisions of this Exhibit I to SUMMERFIELD AT TAFT HILL CONDOMINIUM TRUST shall constitute the By-Laws of SUMMERFIELD AT TAFT HILL CONDOMINIUM TRUST, the organization of Unit Owners established by said Trust.

1. Powers and Duties of the Trustees

The Board of Trustees shall have all power necessary for the administration of the affairs of the Condominium as set forth in Massachusetts General Laws, Chapter 183A, (the "Act"), and they may do any and all acts necessary or desirable for the administration of the affairs of the Condominium except only for such acts as may not, under law, or under the provisions of the Master Deed, or this Trust, be delegated to the Trustees by the Beneficial Interests. Such powers and duties of the Trustees shall include, but shall not be limited to, the following:

- A. Operation, care, upkeep and maintenance of the common areas and facilities
- B. Determination of the Common Expenses and Reserves, (as defined herein) required for the affairs of the Condominium, including the operation, administration of the Condominium, and maintenance of the common areas and facilities.
- C. Collection of the Common Expenses and Reserves from the Unit Owners, and assessment and collection of fines for violation of Condominium Declaration of Trust, including its By-Laws and Rules.
- D. Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the common areas and facilities.
- E. Subject to the provisions of these By-Laws, adoption, amendment, and administration (including waiver) of Rules covering the details of the operation and use of the common areas and facilities.
- F. Opening of bank accounts on behalf of the Condominium, and, subject to the provisions hereof, designating the signatories required therefore.
- G. Leasing, managing and otherwise dealing with such facilities as may be provided for in the Master Deed as being common areas and facilities.

- H. **Owning, conveying, and encumbering, and otherwise dealing with Units and Easements conveyed to the Trust or purchased by it as a result of enforcement of the lien for Common Expenses or otherwise.**
- I. **Obtaining of insurance for the Condominium, pursuant to the provisions hereof.**
- J. **Maintaining and making repairs, additions and improvements to, or alterations or restoration of the Condominium, in accordance with the other provisions of this Trust.**
- K. **Purchasing a Unit as subject to the provisions of these By-Laws (Sale of Units), "Financing of Purchase of Units by Trustees".**
- L. **Purchasing of Units at foreclosure or other sales.**
- M. **Organizing and maintaining corporations, trusts, or other entities to act as nominee of the Condominium in acquiring title to Units on behalf of all Unit Owners under the provisions hereof.**
- N. **Borrowing money for any proper Condominium purpose, and granting to the lender a security interest and pledge of the Trust's receivables, including but not limited to amounts receivable in the future for Common Expenses, and special assessments of any description.**
- O. **Conducting litigation as to any course of action involving the common areas and facilities or arising out of the enforcement of the By-Laws, Rules, and Master Deed, and this Trust.**
- P. **Granting permits, licenses and easements over the common areas and facilities for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium project.**
- Q. **Enforcing obligations of the Unit Owners, allocating income and expenses, and to do anything and everything else necessary and proper for the sound management of the Condominium.**

2. Common Expenses

- A. **Each Unit Owner shall be liable for common expenses ("Common Expenses") and shall be entitled to common profits, if any, of the Condominium in the same proportion as his beneficial interest in this Trust. The Trustees may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees shall at all times establish and maintain an adequate reserve fund for the periodic maintenance, repairs and replacement, or improvements to the common areas and facilities and those limited common areas which the Trust may be obligated to maintain, and such reserve fund shall be funded by regular monthly assessments from regular assessments for Common Expenses, and such fund shall not be deemed to be common profits available for distribution.**

- B. In addition to the foregoing, (and not in substitution thereof) to ensure that this Trust will have the funds to meet unforeseen expenditures or to purchase any additional equipment or services, there shall be a working capital fund at least equal to two (2) months' estimated Common Expenses for each Unit. Any amounts paid into this fund shall not be considered as advance payments of regular assessments.
- C. In addition to the foregoing, (and not in substitution thereof), the Trustees may, to such extent as they deem advisable, set aside common funds of the Condominium as additional reserves and may use the funds so set aside for reduction of indebtedness or other lawful capital purposes, and, subject to the provisions of these By-Laws, for repair, rebuilding or restoration of the Condominium, or for improvements thereto and for replacement of the common areas and facilities, and other proper contingencies, and the funds so set aside shall not be deemed to be common profits available for distribution.
- D. At least thirty (30) days prior to the commencement of each fiscal year of this Trust, the Trustees shall estimate the Common Expenses expected to be incurred during such fiscal year, together with reasonable provision for contingencies and reserves, and for the reserve funds, and after taking into account any undistributed common profits from prior years, shall determine the assessment for Common Expenses to be made for such fiscal year. The Trustees shall promptly furnish copies of each budget on which such assessment is based to all Unit Owners, and, if requested, to their mortgagees. The Trustees shall promptly render statements to the Unit Owners for the respective shares of such assessment, and each Unit Owner thereafter shall pay one-twelfth of his share of the estimated Common Expenses monthly in advance on the first day of each month. In the event that the Trustees fail or neglect to promulgate such budget, and then the budget for the immediately preceding year shall be deemed to be in effect until the Trustees promulgate a current budget. The Trustees shall not be obligated to render monthly statements. In the event that at any time and from time to time the Trustees shall determine during any fiscal year that the assessment so made is less than the Common Expenses actually incurred, or to be incurred, including but not limited to provisions for proper reserve funds, the Trustees shall make a supplemental assessment or assessments and render statements therefore in the manner aforesaid, and such statements shall be payable and take effect as set forth in such statements. The Trustees may in their discretion provide for payments of such supplemental assessment statements in monthly or other installments. The Trustees shall have the authority and the duty to levy and enforce the collection of general and special assessments for Common Expenses. As set forth in the Master Deed, all structural portions of the buildings, siding, roofs, etc. shall be deemed to be a portion of the UNIT, and shall be maintained by the Unit Owner at the Unit Owner's Expense. Driveways and sidewalks serving individual units within the Limited Common Element shall be plowed and shoveled by the Condominium and shall be funded by Common Expenses and/or reserves. As set forth in the Master Deed all maintenance, repair and replacement of the Common Elements shall be funded by Common Expenses and/or reserves.
- E. As set forth in the Master Deed, there are one hundred thirty residential units. The Trustees shall at all times establish and maintain an adequate reserve fund for the

periodic maintenance, repairs and replacement of the Common Elements, and such reserve fund shall be funded by regular monthly assessments for Common Expenses, and such fund shall not be deemed to be Common Profits available for distribution.

- F. Common Expenses and special assessments, not actually received by the Trustees by 6 pm of the eighth day after the due date shall be subject to a fine of twenty-five (\$25.00) dollars.
- G. The Trustees shall promptly provide any Unit Owner, or any Unit buyer who has a duly executed purchase and sale agreement for the acquisition of a Unit, or any mortgagee, or the attorney of any such party, with a written statement of all unpaid Common Expenses due with respect to such Unit, signed and acknowledged in proper form for recording, upon the written request of such Unit Owner or buyer or owner, mortgagees or attorneys. Notwithstanding anything to the contrary in the Declaration of Trust, or these By-Laws, such statements may be executed by any two (2) Trustees. Recording by such Unit Buyer of such statement in the Worcester District Registry of Deeds shall operate to discharge the Unit from any lien for any other sums then unpaid not enumerated as of the date of such statement to the extent provided by the Act.
- H. The Trustees shall expend funds derived from Common Expenses and special assessments only for lawful purposes permitted hereby and by the provisions of the Master Deed, and by the provisions of the Act.
- I. Notwithstanding anything to the contrary herein, any first mortgagee who obtains title to a Condominium Unit, pursuant to the remedies provided in its mortgage, or foreclosure of its mortgage, will not be liable for such or assessments (including interest and costs of collection and legal fees relating to the collection thereof) which accrue prior to the acquisition of title to such Unit by the mortgagee except as otherwise set forth in Section 6 of the Act. The lien for Common Expense assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgagee shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer, except as otherwise set forth in Section 6 of the Act.
- J. All owners of Condominium Units shall be obligated to pay Common Expenses as set forth in hereof. The Trustees shall have all of the rights and remedies (specifically including but not limited to the so-called "super lien") to collect Common Expenses.

3. *Insurance*

- A. The Trustees shall be required to obtain and maintain, to the extent obtainable, the following insurance:
 - 1) worker's compensation insurance if the Trustees shall have an employee or employees.
 - 2) comprehensive 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 an each occurrence limit of not less than one million (\$1,000,000.00) dollars and a general aggregate limit of not less than two million (\$2,000,000.00) dollars, 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 provision precluding the insurer's denial of a Unit Owner's claim because of negligent acts by this Trust or other Unit Owners. The Trustees shall periodically reevaluate the amount of public liability insurance to be carried by them as set forth in this paragraph to the end that the limits of such insurance shall be the greater of (i) the amounts specified in this paragraph or (ii) the limits of such liability insurance as are carried by other condominium unit owners' associations in comparable condominiums in the greater Worcester area.

3) Fidelity bonds

- a) Fidelity bonds (the "Fidelity Bonds") shall be maintained in blanket fidelity insurance coverage insuring against dishonest acts of any person, trustee, manager, managing agent or employee, or organization of unit owners who is responsible for handling organizational funds, in an amount equal to at least one-fourth of the annual assessments, excluding special assessments. Such fidelity insurance policy per its definition of employee must specifically include the manager or managing agent or provide for same by an endorsement to the fidelity policy. Such fidelity insurance must name the organization of unit owners as the insured and include provision requiring ten days written notice to the organization of manager, in the event of cancellation or substantial modification.
- b) The manager or managing agent shall be the designated agent on the fidelity insurance policy, and the fidelity insurance policy shall be the property of the organization of unit owners.
- c) The manager or managing agent must maintain, at its sole cost and expense, its own fidelity insurance with substantially the same form of coverage.
- d) This requirement may be modified after control has been transferred by the Declarant in accordance with M.G.L Chapter 183A: Section 10.m.

4) such other insurance as the Trustees may determine.

- B. Subject to the provisions 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. If the cost of restoring the common areas and facilities, is estimated by the Trustees to exceed the sum of Ten Thousand (\$10,000.00) Dollars, then the Trustees shall give written notice of such

loss to all Eligible Mortgage Holders and all Eligible Insurers and Guarantors.

- C. The cost of all such insurance obtained and maintained by the Trustees shall be a Common Expense of the Condominium.
- D. All insurance obtained and maintained by the Trustees shall conform to applicable requirements of the Federal Home Loan Mortgage Corporation ("FHLMC") and the Federal National Mortgage Association ("FNMA") so long as FHLMC or FNMA hold one or more mortgages on Units in the Condominium or any interest therein.
- E. Each Unit Owner shall carry Homeowner's insurance at his own expense for his own benefit insuring, inter alia, his building, roof, siding, porches and decks, carpeting, interior finishes, all at replacement value. Additionally Each Unit Owner shall carry insurance for furniture, furnishings and other personal property owned by the Unit Owner, and personal liability, and loss assessment coverage recommended at full market value, 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.
- F. 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 other Units, Buildings or the contents thereof without the prior written consent of the Trustees. No Unit Owner shall permit anything to be done, or kept in the Common Elements or Limited Common Elements which will result in the cancellation of insurance on the Condominium, or contents or portions thereof, or which would be in violation of any law.

4. *Rebuilding and Restoration*

- A. In the event of damage to or destruction of the common areas and facilities 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, the cost of such repairs will be assessed against all Unit Owners as a Common Expense.
- 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 twenty-five thousand (\$25,000.00) dollars, then the Trustees shall 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 Trustees 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 un-disbursed 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 building 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 building and the common areas and facilities and the Units, without having first engaged an architect or engineer, adjusted the loss or obtained proceeds of insurance.

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.

5. *Condemnation*

A. Where one or more Units have been substantially altered or rendered uninhabitable as a result of a partial taking, and the Beneficial Interests vote to restore and continue the Condominium pursuant to Section 17 of the Act, the Trustees shall have the authority to acquire the remaining portions of such Units for such price as the Trustees shall determine, provided that any Unit Owners of such remaining portion who does not agree with such determination may apply to the Superior Court of Worcester County on such notice to the 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.

B. 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 such 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.

6. *Improvements*

- A. If fifty (50%) percent or more, but less than seventy-five (75%) percent, of the Beneficial Interests 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 (75%) percent or more of the Beneficial Interests 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 (10%) percent of the then value of the Condominium, the common areas and facilities, any Unit Owner not so agreeing may apply to the Superior Court of Worcester 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.

7. *Rules*

- A. The Trustees have adopted the Rules appended as Exhibit II to the Declaration of Trust to govern the details of the operation and use of the Common Elements, Limited Common Elements and facilities consistent with the provisions of the Master Deed and Declaration of Trust.
- B. The Trustees shall administer such Rules.
- C. The Trustees may at any time and from time to time, amend, rescind and waive any existing Rules.
- D. The Trustees may at any time and from time to time, adopt other Rules 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.
- E. Notwithstanding the foregoing provisions of this Section:
 - 1) The Trustees shall furnish copies of any new rule or regulation, or amendment of any existing rule or regulation, to the Unit Owners prior to the time when such new rule or regulation, or amendment, as the case may be, shall become effective, and

- 2) The Unit Owners, with approval of 67% of the Beneficial Interests, present or by proxy at a Special or Annual Meeting where a quorum is present, may, at any time and from time to time, rescind, amend or waive any Rule promulgated by the Trustees; and
- 3) Any waiver, rescission, amendment, adoption or enforcement of a rule or regulation whether by the Trustees or the Unit Owners, as hereinbefore set forth, shall be uniformly binding upon all Unit Owners, provided that
 - a. No rule or regulation shall unreasonably derogate from the rights of (a) the owners of Units, and further provided that
 - b. The provisions of the Master Deed shall have precedence over the provisions of this Section.

8. Meetings

- A. The Trustees shall meet annually on the date of the Annual Meeting of the Unit Owners. Other meetings may be called by any of the officers of the Trustees, and in such other manner as the Trustees may establish, provided, however, that written or electronic notice of each meeting shall be given at least two (2) days before such meeting to each member of the Board of Trustees. A majority of the Trustees shall constitute a quorum at all meetings. All meetings shall be conducted in accordance with Roberts Rules of Order with appropriate complete meeting notes taken and available for view by and distribution to any and all Unit Owners. A Trustee may attend a Trustee's meeting by conference communication through which the Trustees may hear all conversations and speak to all other Trustees and shall be considered present at the meeting for purposes of any quorum requirements.
- B. Trustee votes may be submitted via regular mail, e-mail, facsimile or any such electronic method of communication or delivery as approved by the Trustees.
- C. There shall be an Annual Meeting of the Unit owners on a Saturday in the first half of April as set by the Trustees in each year on the Condominium premises or at such other reasonable place, date, and time as may be designated by the Trustees by written notice given to the Unit Owners at least fourteen (14) days prior to the date so designated. Special meetings of the Unit Owners may be called by the Trustees upon the written request of any two (2) Trustees or upon written petition of 40% of the Unit Owners. Notice of any such meeting designating the place, day and hour thereof shall be given by the Trustees to the Unit Owners either by e-mail or USPS mailing fourteen (14) days prior to the date so designated. At the Annual Meeting of the Unit Owners, the Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Trustees propose to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall state and reasonably specify such matter. A quorum of Unit Owners shall be defined as more than 50% of the beneficial interest of Unit Owners present (in person or represented by proxy) at an Annual/Special meeting or by the number of respondents to an e-mail/USPS

mailing for voting solicitations.

- D. Any Trustee may, at any time, waive notice of any meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Trustee or Unit Owner without objection to lack of notice at any meeting shall constitute a waiver of notice by such Trustees or Unit Owner of notice of such meeting. If all of the Trustees are present at any meeting of the Trustees, or if all of the Unit Owners are present at any meeting of the Unit Owners, respectively, no notice shall be required and any business may be transacted at such meeting of the Trustees, or Unit Owners, respectively.
- E. Any action taken by unanimous consent of all of the Trustees then in office shall be fully valid as though taken at a meeting. Such voting shall be filed with the records of the Trustees.
- F. Any action taken by unanimous written consent of all of the Unit Owners shall be fully valid as though taken at a meeting. Such voting shall be filed with the records of the Unit Owners.
- G. Unit Owners may vote by proxy at any annual or special meeting of the Unit Owners.
- H. An electronic signature, including a scanned or facsimile signature or a process adopted by a person with the intent to sign the record and which is accepted by the Board, shall constitute a signature under the Association's governing documents.
- I. The Trustees may conduct the Annual Meeting or a Special Meeting of Unit Owners (collectively "Unit Owners Meeting") where Unit Owners are not physically present at the meeting but are able to participate in said Unit Owners Meeting by remote communication electronically or by such means as determined by the Trustees.
- J. Participation by remote communication at any Unit Owners Meeting shall constitute presence at such Unit Owners Meeting only if:
 - 1) Reasonable measures are implemented to verify that (i) each person deemed present and eligible to vote by means of remote communication is a Unit Owner, and (ii) quorum requirements for a Unit Owners Meeting are met.
 - 2) Reasonable measures are implemented to provide Unit Owners a reasonable opportunity to participate in the meeting and to vote, including the opportunity to read or hear the proceedings of the meeting concurrently with such proceedings, and to pose questions and make comments, regardless of whether Unit Owners can simultaneously communicate with each owner during the meeting.
 - 3) In the event of any Unit Owner vote or other action at the Unit Owner Meeting by means of remote communication, a record of such vote or other action shall be maintained by the Trustees.

K. Electronic Voting: Unit Owners may vote electronically as follows:

- 1) Without holding a Unit Owners Meeting, an election of Trustees may be conducted via mail, electronically or by such other means as approved by the Trustees, as long as the percentage of beneficial interest of Unit Owners who cast ballots is equal to or greater than the percentage of beneficial interest required for the election of a Trustee and for attaining a quorum at a Unit Owners Meeting.
- 2) Electronic submission of votes for elections of Trustees shall be permitted at any duly held Annual Meeting or Special Meeting of Unit Owners.
- 3) A Unit Owner voting electronically or by paper ballot provided by the Trustees mailed, hand delivered, or sent by facsimile or email shall be counted as being in attendance at the Unit Owners Meeting with respect to which such vote is submitted for purposes of determining a quorum at such meeting. For paper ballots, only those paper ballots specifically provided by the Trustees shall be counted.
- 4) In regard to improvements or amendments to the "By-Laws" for which the signature, written consent, approval, or vote of the Unit Owners is required, Unit Owners shall be entitled to submit their signatures, written consents, approvals or votes using electronic means.
- 5) The Trustees shall have the authority to select and contract with an electronic voting company to administer any issue to be voted on electronically, provided that the electronic voting company has a procedure in place to verify the identity of the person casting the vote.
- 6) The Trustees shall provide proper notification to Unit Owners regarding the electronic voting procedure, including a procedure to verify the identity of voters to ensure that no more than one ballot per Unit is submitted.
- 7) Regardless of whether the Trustees utilize the services of an electronic voting company, the Trustees shall accept paper ballots mailed, hand-delivered, or sent by facsimile or email from a Unit Owner to the Trustee subject to (3) hereinabove.
- 8) If a Unit Owner casts a Trustee ballot via facsimile or email, said facsimile or email shall be a signed, scanned or electronic copy of the ballot prepared and provided by the Trustees or Manager. Any such vote that does not contain a scanned or electronic copy of a signed ballot may be subject to rejection by the Trustees or by persons appointed by the Trustees. The decision of the Trustees on whether to count such a ballot shall be final. Nevertheless, a vote cast via facsimile or scanned or electronic or emailed copy of a ballot that is not a signed, shall not even be presented to the Trustees unless the voting Unit Owner

previously has provided his/her/their fax number or email address to the Trustees or Manager.

- 9) The Trustees may reject an electronic vote if it is unclear that the vote was submitted by a Unit Owner and the decision of the Trustees shall be final.
- 10) A ballot cast in person at the meeting where the vote is to be counted shall prevail over an absentee ballot, proxy and those submitted electronically.

9. *Notices to Unit Owners*

Every notice to any Unit Owner required under the provisions hereof, or which may be deemed by the Trustees necessary or desirable or which may be ordered in any judicial proceeding, shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such Unit Owner at his residence in the Condominium or by e-mailing it or mailing it postage prepaid, addressed to the Unit Owner at his address as it appears in the records of the Trustees, at least seven (7) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given, unless a different period for the giving of such notice is specified in these By- Laws.

10. *Inspection of Books; Reports to Unit Owners*

The Trustees shall keep detailed records of the actions of the Trustees, minutes of the meetings of the Trustees, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit, which among other things, shall contain the amount of each assessment of Common Expenses, the date when due, the amounts paid thereon, and the balance remaining unpaid. Copies of the Master Deed, this Trust and these By-Laws, Rules, and Unit plans, as the same may be amended from time to time, shall be maintained on the SummerfieldatTaftHill.com website. All of the foregoing records, accounts and documents shall be available for inspection by Unit Owners, their authorized agents, and lenders, mortgagees, holders, insurers and guarantors of any mortgage on any Unit at all reasonable times, upon reasonable notice. "Available" shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances. The Trustees shall, as soon as reasonably possible, after the close of each fiscal year, or more often if convenient to them, submit to the Unit Owners a report of the operation of the Trust for such year, which shall include financial statements in such summary form and in such detail as the Trustees shall deem proper. Except in the case of fraud committed by any Trustees, any person (other than a mortgagee or mortgage insurer or guarantor) who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees, given by registered or certified mail within a period of sixty (60) days of the date of receipt by him, shall be deemed to have assented thereto. The holder, insurer or guarantor of any first mortgage shall be entitled, upon written notice to the Trustees prior to the end of any fiscal year, to have an audited statement prepared within one hundred twenty (120) days of the end of the Trust's fiscal year, at his own expense.

11. Checks and Notes

Checks, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any one (1) Trustee and initialed by a second Trustee, or by any person or persons to whom such power may at any time or from time to time be designated by a majority of the Trustees.

12. Seal

The Trustees may, at any time or from time to time, at their discretion, adopt a seal circular in form bearing the name of this Trust and the year in which this instrument was recorded in the registry of deeds, or a common or wafer seal, which shall be valid for all purposes.

13. Fiscal Year

The fiscal year of the Trust shall be the calendar year, or such other date as may from time to time be determined by the Trustees.

14. Management; Employees

A. The Trustees, at their discretion, may appoint a professional management firm, or manager, to manage the Condominium, at such compensation, and upon such terms and conditions as the Trustees see fit. If such management firm, or manager, is so appointed, the Trustees may delegate to such firm or manager such duties as are customarily and usually performed by condominium property managers in the Greater Worcester area, or such duties as the Trustees may at any time and from time to time, expressly delegate, provided, however, that the duties and powers, and responsibilities of the Trustees under Sections 1 B; 1 D; 1 E; 1 F; 1 G; 1 H; 1 K; 1 L; 1 M; 1 N; 1 O; 1 P; 2; 4; 5; 6; 7; 8; 11, 13, and 19 of these By-Laws shall not be so delegated to anyone whomsoever except the Trustees themselves, or to such of the Trustees as the Trustees shall designate.

B. Notwithstanding anything to the contrary herein, any agreement for professional management of the Condominium shall provide that the management contract may be terminated for cause and without payment of a termination fee or penalty on ten (10) days written notice, and without cause and without payment of a termination fee or penalty on ninety (90) days' written notice, or less, and the term of any such contract shall not exceed three (3) years.

15. Use of Units

A. The Residential Units are intended only for residential purposes; provided, however, that any of the Units may also be used as an office/studio, but only (i) accessory to such residential use of such Unit owned by the same Unit Owner, and (ii) only if and to the extent such accessory office/studio use is permitted by applicable zoning laws and (iii) no one shall be employed in such office/studio except residents of the Unit, no clients or business invitees shall be permitted to visit such office/studio, and there shall be no signs in connection with such office/studio use.

- B. No Unit shall be used or maintained in a manner inconsistent with the By-Laws of the Trust and the Rules from time to time adopted pursuant thereto; and
- C. As required by the Master Deed, this community is intended to provide housing for older persons in accordance with the requirements and exemptions of the Fair Housing Act. Except for the provisions of the HUD requirements for up to a 20% exemption (24 CFR part 100, subpart E, Sections 100.304-307), occupancy of each Unit shall include at least one person who is fifty- five (55) years of age or older.
- D. Fifteen residential units have been set aside as "affordable". Such units shall be identified at Declaration and shall have an initial sale price set at 70% of the base price (without options and upgrades) of a comparable unit sold without a sale price restriction. The Unit Owner and subsequent unit owners shall have income limits as established by the local government requirements. The resale price of any affordable unit shall be the original purchase price plus appreciation base on the following formula, as may be amended by the local government authorities:

ORIGINAL PURCHASE PRICE X CHANGE in "Consumer Price Index (All Urban Consumer - Boston/New England Area published by the U.S. Bureau of Labor Statistics)" from date of original purchase"= RESALE PRICE.

The Town of Uxbridge Housing Partnership Committee, or a designee appointed by the Board of Selectmen of the Town of Uxbridge, shall: (i). Resolve any dispute regarding the calculation of the resale pricing. (ii). Approve eligibility, income limits (if any), and priority of original and subsequent purchaser.

16. *Use of Common Areas and Facilities*

No use shall be made of the Common Elements except as permitted by the Trustees. No uses shall be made of the Limited Common Elements except as permitted by the Master Deed, Declaration of Trust, By-Laws, Rules and the Trustees.

17. *Attorneys, Accountants, Appraisers*

The Trustees may, but need not, engage the services of attorneys, accountants, appraisers, architects, engineers, and other professionals in connection with their duties as such Trustees, upon the payment of such fees and upon such other terms and conditions as the Trustees shall decide, and such fees and other expenses in connection with such employment shall be Common Expenses of the Condominium. The Trustees, in the absence of fraud, shall be protected in reasonably relying upon the opinion of such attorneys, accountants, appraisers, architects, engineers, or other professionals engaged by the Trustees pursuant to their duties as such Trustees.

18. *Conduct; Violations by Unit Owners*

- A. The violation of any rule or regulation 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 for 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. The Trustees shall have the power to levy fines

against Unit Owners for such violations, as defined in the Rules. 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(s). In the case of persistent violations by a Unit Owner, the Trustees shall have the power to pursue litigation against the offending Unit Owner.

- B. No Unit Owner shall make, permit or suffer any disturbing noises or vibrations by means of a radio, phonograph, stereo, television, piano or other musical instrument or other device or form of technology of any description, by himself, his family, guests, agents, servants, or employees, nor do, permit or suffer anything by such persons that will unreasonably interfere with the rights, comforts or conveniences of other Unit Owners or occupants.
- C. No part of the Condominium shall be used for any purposes except as permitted in accordance with the Master Deed. None of the Units shall be used for any so-called time-sharing program or purpose, including without limitation, so-called time span ownership, interval ownership, or a time-sharing license or lease program. Nothing in this paragraph shall derogate from the right of a Unit Owner to lease his Unit, subject to the provisions of these By-Laws.
- D. Each Unit owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the Master Deed and the Declaration of Trust.
- E. No hazardous waste, combustible or explosive materials, fireworks, toxic or noxious materials (except those contained in motor vehicles and grills, or normally used for maintenance or cleaning of residences) may be stored in any Unit. Any excepted materials above must be stored in their original container or a government certified container and stored in a safe manner.
- F. Each Unit Owner shall keep his or her Unit (and any exclusive, appurtenant common areas) in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown there from, or from the doors or windows thereof, any dirt or other substance. Any damage to plumbing systems of the Condominium resulting from such misuse shall be paid for by the Unit Owner who shall have caused or permitted it and the Trustees may assess such Unit Owner therefore.
- G. All radio, television, and other electrical equipment of any kind or nature installed or used in any Unit shall fully comply with all rules, requirements, or recommendations of the Fire Insurance Rating Board and the public authorities having jurisdiction, and the Unit Owner shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in his or her Unit, and the Trustees may assess such Unit Owner therefore.
- H. Any maintenance, repair or replacement of common areas and facilities which is the responsibility of a Unit Owner pursuant to the Master Deed or the Declaration of Trust shall be done only by licensed, insured contractors or workmen approved

in advance by the Trustees and no unauthorized person including a Unit Owner, shall be permitted on or in any common mechanical, utility or like rooms and areas, of the Condominium without the prior consent of the Trustees.

- I. If any key or keys (or lock combination) are entrusted by a Unit Owner or occupant or by any member of his family, or by his agent, servant, employee, licensee, lessee or visitor, to a Trustee, or an agent or employee of the Trustees, including without limitation the managing agent of the Condominium, whether for such Unit, automobile, trunk, or other item of personal property, the acceptance of the key (or combination) shall be at the sole risk of such Unit Owner or occupant, and such Trustees, agent, employee, and the Trustees shall not be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.
- J. No Unit Owner shall engage in or permit any noxious, unlawful or offensive activity or any nuisance by himself, his family, servants, employees, agents, visitors, lessees, licensees, or business invitees, nor do himself or permit anything to be done by such persons, either willfully or negligently, that may be, or become an annoyance or nuisance to the other Unit Owners or occupants; will interfere with the rights, comforts, or convenience of other Unit Owners or occupants; may or does cause damage to any other Units or to the common the areas and facilities; or results in the removal of any article or thing of value from any other Unit Owners or from the common areas and facilities of the Condominium. Any Unit Owner making or permitting such a nuisance, interference, damage, or removal shall be responsible for the elimination of such nuisance or interference and for the costs of the repair of such damage or replacement of the item removed. The Trustees may assess to such Unit Owner such costs which shall be enforceable in the same manner as Common Expenses.
- K. Subject to the rights and privileges of the Unit Owners granted, reserved, contained, or referred to in the Master Deed of the Condominium or the Declaration of Trust of the Trust, nothing shall be altered in, constructed in, added to or removed from the common areas and facilities nor shall any exterior improvements in Unit be altered, added, removed or replaced, except upon the prior written consent of the Trustees and in accord with the provisions of said Master Deed and said Trust.
- L. Without limitation, no improvements or alterations to, in or affecting any Unit, including any additions or alterations to electrical, plumbing, heating or other systems, equipment or facilities, shall diminish or otherwise adversely affect the sound and/or vibration insulation between Units or between a Unit and the common areas and facilities.

19. *Violation of Law*

No noxious or unlawful activity shall be carried on in any Unit or in the common areas and facilities nor shall anything be done therein, either willfully or negligently, which may be or become unreasonably annoying to the other Unit Owners or occupants.

20. *Maintenance and Repairs*

- A. All maintenance, and replacement and repairs, to any Unit including the doors, windows, exterior and interior walls, electrical, plumbing, and heating, ventilating and air conditioning fixtures and equipment within the Unit or belonging to the Unit Owner, wherever located, which are not a part of the common areas and facilities, shall be done by the Unit Owner at the Unit Owner's expense, excepting as otherwise specifically provided herein. Each Unit Owner shall be responsible for all damage to any and all other Units and to the common areas and facilities that his failure so to do may engender.
- B. All maintenance, and replacements of and repairs to the common areas and facilities as defined in the Master Deed, shall be made by the Trustees and shall be a Common Expense, except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner.

21. *Right of Access -Pass Keys*

Subject to the provisions of the Act and the By-Laws, the Trustees in their capacities as such Trustees, and any persons authorized by the Trustees shall have a right of access to all Units, in the Condominium, at any time in case of emergency, and at all other times during reasonable times by prior appointment with each Unit Owner, for the purpose of making inspections or repairs or maintenance to either the Unit, to which such persons seek access, or to another Unit, or any part of the common areas and facilities.

22. *Pets*

- A. Unit Owners shall be permitted to keep or maintain a maximum of two (2) domestic pets. Pets should not exceed (and not be expected to exceed) seventy-five (75) pounds each in weight. Farm animals, such as goats, pigs, or normally wild animals such as snakes and the like shall not be considered domestic pets. Unit Owners shall bear sole responsibility for keeping all pets restrained and for cleaning up waste within the Unit, Limited Common Areas, and the Common Areas. Pets shall not be allowed to run free outside of the Unit Interior Boundaries. Pet damage to vegetation in the Common Elements will be repaired at the expense of the pet owner. No canine breeds known to be aggressive or so determined by the Trustees in the sole exercise of their discretion (such as Pit Bulls, Dobermans, Rottweilers, Bull Mastiffs, etc.) are allowed. No electronic animal containment fences are allowed. No pets shall be permitted in any part of the Condominium (other than within the Unit of the owner thereof) unless carried or on a hand-held leash no longer than 10 feet. When a pet is outside of the unit, the Unit Owner or owner/handler of the pet must be in control of the pet and must carry an item (e.g., gloves, plastic baggie, shovel, etc.) that will facilitate the immediate pick-up of the pet's waste.
- B. After due notice and hearing in accordance with these By-Laws, the Trustees may require any Unit Owner to permanently remove any pet which has habitually been guilty of annoying or harassing any Unit Owner or occupant. The Trustees shall assess to such Unit Owner all costs of enforcement and until paid the same shall constitute a lien against the Unit of such Unit Owner pursuant to the provisions hereof and Section 6 of the Act.

23. Structural Integrity

Nothing shall be done in, or to any Unit or the common areas and facilities, that will impair the structural and/or architectural integrity of, or structurally or architecturally change, the buildings or any common areas and facilities, or that will in any way destroy or adversely affect the watertightness of the building. Solar energy collector systems installed on the roof must be approved by the Board of Trustees as consistent with published design guidelines in the Rules for Summerfield at Taft Hill and must not affect the watertightness of the buildings.

24. No Alterations

Neither the exterior of any Unit nor the common areas and facilities shall be altered, constructed, or removed, in any manner except with the written consent of the Trustees. Subject to the By-Laws, any Unit Owner is free to decorate the interior of his Unit in any manner as he sees fit without requiring the consent of the Trustees so long as such decorations do not alter the structure of the Unit.

25. Signs

No nuisance, advertising sign, "For Sale" or "For Rent", billboard, business or professional sign, or other advertising devices shall be placed or suffered to remain in the Unit, if visible from the road, or upon the Property, as provided in the Declaration without the prior written consent of the Trustees. For those residents who are selling their units, a non-fluorescent "For Sale" sign, up to 20 inches by 24 inches, may be placed on the inside front window of a unit until the unit is sold.

26. Combustible Materials

No Unit Owner shall permit or suffer the keeping at any time of any flammable, combustible or explosive fluid or substance in or on any portion of the Condominium (including but not limited to his Unit) except only for such lighting and cleaning fluids as are customary for residential use or for residential use. No Unit Owner shall permit or suffer the keeping at any time of any flammable, combustible or explosive fluid or substance in any vehicle, except for gasoline or diesel fuel ordinarily contained in the fuel tank of such vehicle and such lubricating and other fluids as are ordinarily contained within the vehicle and used in its normal operation.

27. Safety

Each Unit Owner assumes complete responsibility for the safety of himself, his family, guests, agents, servants and employees while such persons are in his Unit, or any other Unit, or on the common areas and facilities of the Condominium.

28. Sale of Units

A. No Severance of Ownership

No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests (as hereinafter defined); it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, transfer, or other disposition of such part of the Appurtenant Interest of all Units. "Appurtenant Interests", as used herein, shall include (i) the undivided interest of a Unit Owner in the common areas and facilities; and (ii) the interest of such Unit Owner in any other assets of this Trust.

B. Financing of Purchase of Units by Trustees

With the prior approval of at least sixty-seven (67%) percent of a sanctioned quorum of the beneficial interests hereunder (the vote of the Unit Owner of the Unit which is the subject of such vote shall not be counted), the Trustees may acquire Units of the Condominium. Acquisition of Units by the Trustees may be made from any funds in the hands of the Trustees; or if such funds are insufficient, the Trustees may levy an assessment against each Unit Owner in proportion to his beneficial interest as a Common Expense; or the Trustees, in their discretion, may borrow money to finance the acquisition of such Units, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the specific Unit or Units with Appurtenant Interests so to be acquired by the Trustees. Nothing in this Section shall be construed as compelling any Unit Owner to sell his Unit. Nothing in this Section shall have any effect, nor limit in any manner the rights and remedies of the Trustees under the provisions of the By-Laws or Section 6 of the Act.

C. Waiver of Right of Partition

In the event that a Unit shall be acquired by the Trustees, all Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit or Units as are acquired by the Trustees.

D. Payment of Assessments

No Unit Owner shall convey, mortgage, pledge, hypothecate, or sell his Unit unless and until he shall have paid in full to the Trustees all unpaid Common Expenses and any assessed fines theretofore assessed by the Trustees against his Unit and until he shall have satisfied all unpaid liens against such Unit. This paragraph shall not apply to any first mortgagee of any Unit.

29. Nondiscrimination

Notwithstanding anything to the contrary herein, no provision of the Master Deed,

Declaration of Trust, By-Laws or the Rules now or hereafter adopted or promulgated shall ever be deemed to prevent, restrict, discourage, or hinder in any manner whatsoever the alienation, conveyance, mortgage, purchase, sale, use, or occupancy of Units or any negotiations in connection therewith because of race, religion, creed, color, national origin, sex, sexual orientation, age (except as defined in the Master Deed), ancestry, marital status, status as a veteran or member of the armed services, or any ethnic group, disability, or by reason of the fact that children will occupy such Unit, receipt of public assistance, or, in addition to the foregoing by any reason whatsoever prohibited by any federal, state, or municipal law.

30. Percentage of Unit Owners

Whenever the term "Percentage of Unit Owners" or "Percentage of Units" is used in this instrument, said terms shall mean the owners of the specified percentage in the aggregate in interest of the undivided ownership in the common areas and facilities of the Condominium.

31. Protection of Mortgagees; Federal Home Loan Mortgage Corporation; Federal National Mortgage Association

A. Certain Definitions:

- 1) The term "FHLMC" means Federal Home Mortgage Corporation.
- 2) The term "FNMA" means Federal National Mortgage Association.
- 3) The term "Eligible Mortgage Holder" means a holder of a first mortgage on a Unit who has requested notice of certain matters from this Trust as set forth in these By- Laws.
- 4) The term "Eligible Insurer or Guarantor" means an insurer or governmental guarantor of a first mortgage who has requested notice of certain matters as set forth in these By-Laws.
- 5) The term Constituent Documents means, collectively, the Master Deed, the Declaration of Trust and the By-Laws and Rules thereto and the Master Plans.

B. Certain Prohibitions:

Notwithstanding anything to the contrary in the Constituent Documents:

- 1) There shall be no restriction upon any Unit Owner's right of ingress or egress to his or her Unit, which right shall be perpetual and appurtenant to the ownership of the Unit.
- 2) Except as set forth in the Master Deed and By- laws there shall be no restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit. There shall be no "right of first refusal" so called or any similar restriction.
- 3) There shall be no restriction on the right of any Unit Owner to mortgage or otherwise encumber his Unit.
- 4) Except as otherwise set forth in the Master Deed, the Condominium shall not be subject to "expansion" or "phases", so called.
- 5) The Constituent Documents shall not be amended or modified if the result of any such amendment or modification would: Add a "right of first

refusal" so called.

C. Rights of Eligible Mortgage Holders and Eligible Insurers or Guarantors:

Notice of Action: Upon written request to the Trustees identifying the name and address of the mortgage holder, insurer or guarantor and the Unit number or address, any first mortgagee and any such Eligible Mortgage Holder or Eligible Insurer or Guarantor will be entitled to timely written notice of:

- 1) Any condemnation loss or any casualty loss that affects either a material portion of the project or any Unit on which there is a first mortgage held, insured, or guaranteed by such Eligible Mortgage Holder or Eligible Insurer or Guarantor, as applicable;
- 2) Any delinquency in the payment of assessments or charges owed, or default in the performance by the borrower of any obligation under the Constituent Documents, by an owner of a Unit subject to a first mortgage held, insured or guaranteed by such first mortgage holder or Eligible Holder or Eligible Insurer or Guarantor, which remains uncured for a period of 60 days;
- 3) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust;
- 4) Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders.

D. Amendment to Documents

- 1) Where Unit Owners are considering termination of the legal status of the project for reasons other than substantial destruction, or condemnation of the property the consent of owners of Units to which at least sixty-seven (67%) percent of the votes in this Trust are allocated and the approval of Eligible Mortgage Holders representing at least sixty-seven (67%) percent of the votes of the mortgaged Units shall be required to terminate the legal status of the project as a Condominium. The approval of an Eligible Mortgage Holder may be assumed when an Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.
- 2) Any action to terminate the legal status of the project after substantial destruction or condemnation occurs, shall require the consent of owners of Units to which at least sixty-seven (67%) percent of the votes in the Trust and Eligible Mortgage Holders representing at least fifty-one (51%) percent of the votes of the Units that are subject to mortgages held by Eligible Mortgage Holders.
- 3) Except as set forth in the Master Deed as to phasing, and except as set forth otherwise in the Master Deed, the consent of the owners of Units to which at least sixty-seven (67%) percent of the votes in the Trust are allocated, and at least fifty- one (51%) percent of the Eligible Mortgage Holders (based on one

vote for each Unit subject to a mortgage held by an Eligible Mortgage Holder), shall be required to add or amend any material provisions of the constituent documents of the project, which establish, provide for, govern or regulate any of the following:

- a) voting rights,
 - b) increases in assessments that raise previously assessed amounts by more than twenty-five percent, assessment liens or the priority of such liens,
 - c) reductions in reserves for maintenance, repair and replacement of the common areas,
 - d) responsibility for maintenance and repairs,
 - e) reallocation of interests in the general or limited common areas and facilities or rights to their use,
 - f) redefinition of any Unit boundaries,
 - g) except as set forth in the Master Deed and the Trust, expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project,
 - h) convertibility of Units into common areas and facilities or vice versa,
 - i) hazard or fidelity insurance requirements,
 - j) except as set forth in the Master Deed and this Trust, imposition of any restrictions on the leasing of Units,
 - k) a decision by the Trust to establish self-management if professional management had been required previously by an Eligible Mortgage Holder,
 - l) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit,
 - m) restoration or repair of the project (after hazard damage or partial condemnation) in a manner other than that specified in the Condominium constituent documents, or
 - n) any provisions which are for the express benefit of Mortgage Holders, Eligible Mortgage Holders or Eligible Insurers or Guarantors of mortgages on Units.
- 4) An addition or amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. An Eligible Mortgage Holder who receives a written request to approve additions or amendments which are not material who does not submit a response to the requesting party within thirty (30) days after the request is made shall be deemed to have approved such request. Additionally, if specifically provided by any applicable FNMA regulation, implied approval of any addition or amendment may be assumed when an Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within 30 days after the proper notice of the proposal is received, provided the notice has been delivered to the mortgage holder by certified or registered mail, return receipt requested. This clause 4) shall not apply to FHLMC.

E. Right of Action

Subject to the provisions of these By-Laws, the Trust and any aggrieved Unit Owner shall have a right of action against Unit Owners for failure to comply

with the provisions of the Trust and the By-Laws and Rules and Regulations thereto, the Master Deed, the Master Plans and each Unit deed and Unit plan, and with decisions of the Trustees of this Trust. Each Unit Owner shall have a similar right of action against another Unit Owner. Any such action may be brought in any court of competent jurisdiction.

F. First Mortgagee Obtaining Title

Any first mortgagee who obtains title to a Condominium Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee except as otherwise set forth in Subsection 6 of the Act.

G. Additional Prohibitions

Except as provided by statute in case of condemnation or substantial loss to the Units and/or common elements of the Condominium project, and except as otherwise set forth in the Master Deed as to phasing, and except as otherwise set forth in the Master Deed, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned), or owners (other than the sponsor, developer or builder) of the individual Condominium Units have given their prior written approval, the Trust shall not be entitled to:

- 1) by act or omission, seek to abandon or terminate the Condominium project;
- 2) change the pro rata interest or obligations of any individual Condominium Unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Condominium Unit in the common elements;
- 3) partition or subdivide any Condominium Unit;
- 4) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium project shall not be deemed a transfer within the meaning of this clause);
- 5) use hazard insurance proceeds for losses to any Condominium property (whether to Units or to common elements) for other than the repair, replacement or reconstruction of such Condominium property.
- 6) No provisions of the constituent documents shall give any Unit Owner or Owners or any other party or parties priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a payment to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or taking of Condominium Units and/or common areas and facilities.

H. Vote or Consent

The right of any Unit Owner to vote or grant or withhold any consent or exercise any rights pursuant to the provisions of the Declaration of Trust and

the By-Laws and Rules thereto or the Master Deed may be assigned to or restricted in favor of any mortgagee, and the Trustees shall be bound by such assignment or restriction, provided, however, that such assignment or restriction does not conflict with the provisions of the Act and that the mortgagee has notified the Trustees of such assignment or restriction in writing.

I. Rights and Duties

Each Unit Owner shall be subject to all the rights and duties assigned to Unit Owners in the Constituent Documents.

J. Information

The Trust shall promptly deliver the following information, in writing, to any mortgagee, mortgage holder, mortgage servicer, holder, guarantor or insurer of a mortgage, FHLMC or FNMA, requesting same in writing (and furnishing the requesting party's name, address, and the number or address of the Unit on which it holds or insures or guarantees or services a mortgage), without expense to the requesting party:

- 1) notification of any default in the performance by the individual Unit borrower of any obligation under the Condominium Constituent Documents which is not cured within sixty (60) days,
- 2) a written certification as to whether or not the Owner of any Unit encumbered by a mortgage held or serviced, in whole or in part, by the requesting party, is more than one (1) month delinquent in the payment of Condominium common area charges or assessments,
- 3) a written certification as to the percentage of Unit Owners who are more than one (1) month delinquent in the payment of Condominium common area charges or assessments,
- 4) a statement to the best of the Trust's knowledge as to the percentage of Units which have been sold and conveyed to bona fide purchasers (who have closed or who are legally obligated to close) and the percentage of Units which are occupied by individual Unit Owners as their primary year-round residence,
- 5) any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage,
- 6) a lapse, cancellation or material modification of any insurance policy maintained by this Trust, and
- 7) any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

J. FHLMC; FNMA

The provisions of these By-Laws are set forth so that the Condominium will comply with the requirements of FHLMC, and FNMA, and the provisions of this Section shall be construed and interpreted in accordance with that intention. Notwithstanding anything to the contrary in the constituent documents, the provisions of the Master

Deed and By- laws shall at all times take precedence over all provisions in this Section.

32. *Right to Notice and Hearing*

- A. Whenever these By-Laws require that an action be taken after "Notice and Hearing", the following procedure shall be observed: All hearings shall be conducted by at least a majority of the Trustees. The Trustees shall give written notice of the hearing and of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. Such notice shall be given in writing and a minimum of 14 days prior to the hearing. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing, or both, subject to reasonable rules of procedure established by the Trustees to assure a prompt and orderly resolution of the issues. The affected person shall have the right to question the Trustees and any witnesses with respect to the subject matter of the hearing. If the hearing involves an alleged breach, by the affected person, of any of the provisions of the Master Deed, the Declaration of the Trust, or the By-Laws and Rules thereto, or any Unit deed, the affected person shall be informed, with specificity, of the exact nature of the violation, and of the provision which he or she has allegedly violated, and the affected person shall have the right to question any witness to such alleged violation. The Trustees need not comply with the strict legal rules of evidence observed by courts, but they shall consider only such evidence as reasonable people customarily consider in making important decisions. Nothing herein shall be deemed to limit the right of the Trustees, the affected person, or any Unit Owners or occupants affected to bring legal action with respect to the subject matter of any hearing, or any decision of the Trustees.
- B. When the subject matter of the hearing is Section 3(D) of the Declaration of Trust, the reference to Trustees as the persons conducting the hearing shall be deemed to mean Unit Owners entitled to at least fifty-one (51%) percent of the beneficial interest under this Trust.

33. *Environmental Matters*

- A. No Unit Owner shall (with or without negligence) cause, permit or suffer the release, escape or disposal of any biologically or chemically active or other hazardous substances or material on any part of the Condominium. No Unit Owner shall permit nor suffer the storage or use of such substances or materials nor allow same to be brought onto the Condominium, except only for use in the ordinary course of the business of an owner or occupant of a Commercial Unit under the following circumstances (i) the Unit Owner shall give prior written notice to the Trustees of the identity of such substances or materials, (ii) such

substances and materials shall not be used in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of materials.

- B. Without limiting the generality of the foregoing language, hazardous substances and materials shall include those described in (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC Section 6901 et seq, (ii) the Resource Conservation and Recovery Act, as amended, 42 USC Section 6901 et seq, (iii) the Massachusetts Hazardous Waste Management Act, as amended, M.G.L. Chapter 21, and (iv) the Massachusetts Oil and Hazardous Material Release Prevention Act, as amended, M.G.L. Chapter 21E, and (v) any statutes similar to the foregoing, and any regulations adopted under any of said statutes.
- C. If any Unit Owner, or anyone claiming by, through or under a Unit Owner (including but not limited to a tenant or occupant) shall ever bring a hazardous substance or material onto the Condominium, and if thereafter the Trustees, or any lender or governmental agency shall ever require testing to ascertain whether there has been any release of hazardous materials, then the reasonable cost thereof shall be reimbursed by such Unit Owner upon demand. In addition, each Unit Owner shall, at the request of the Trustees from time to time execute affidavits, representations and the like from such Unit Owner Concerning such Unit Owner's best knowledge and belief regarding the presence of hazardous substances or materials on the Condominium. In all events, any Unit Owner responsible for the storage or release of any hazardous materials or substances shall indemnify the Trustees and all other Unit Owners from any release of hazardous materials on the Condominium premises occurring during the term of his ownership or while he or anyone claiming by, through or under him is in possession of any portion of the Condominium premises and from any release of hazardous materials elsewhere if caused by the Unit Owner or anyone acting by, through or under him. The obligations of any Unit Owner under the provisions of this section for actions or omissions occurring during his period of Unit ownership or while he or anyone claiming by, through or under him was in possession of any portion of the Condominium premises, shall remain in full force and effect subsequent to the conveyance of his Unit, however caused.

34. *Leases and Tenancies*

- A. In the event any Unit Owner shall rent, let, lease, or license his Unit, the party to whom the same is so rented, let, leased, or licensed shall in a written (i) lease or other written instrument evidencing such arrangement, and (ii) undertaking addressed directly to the Trustees, acknowledge and agree to comply with all applicable provisions of the Master Deed and the Trust, these By-Laws, and all Rules promulgated pursuant thereto and hereto. An original counterpart of such instruments, signed and acknowledged by such Unit Owner and such party, shall be delivered to the Trustees as a condition precedent to the validity of such arrangement.
- B. The Unit Owner shall be responsible for and shall bear all costs and expenses

(including reasonable attorneys' fees and expenses) relating to any enforcement, eviction or similar proceedings resulting from the failure of the Unit Owner or any tenant or occupant claiming by, through or under such Unit Owner to comply with all of the applicable provisions and restrictions in the Master Deed, the Trust, these By-Laws, and the Rules, and until any and all of the same incurred by the Trustees are paid by such Unit Owner the same shall, without limitation, constitute a lien against such Unit Owner's Unit pursuant to the provisions of this paragraph and Section 6 of the Act.

- C. No portion of a Residential Unit less than the whole Unit may be rented, let, leased or licensed. No rental, let, lease or license shall be for a term of less than six (6) months.

35. Performance of Work by Unit Owners (Work Requests)

In the event that at any time or from time to time a Unit Owner wishes to perform any work at the Residential Unit, the following procedure shall apply:

A. Definitions:

- 1) "Cosmetic Work" shall mean and shall be limited to interior painting, carpets, replacement of appliances, tiling and installation of wallpaper.
- 2) "Renovation Work" shall mean work of any nature or description more intensive than Cosmetic Work, and shall include, but not be limited to work on the exterior of the building; and construction including landscaping within the Common Element boundaries.
- 3) The "Unit Owner" shall mean the then record owner or owners of the unit in which the work is to take place.
- 4) "Prohibited Work" shall mean work which has the potential to affect the structure, firewall, plumbing stacks, heating, ventilating and air conditioning risers, utility chases or risers, or other mechanical or electrical risers, stacks or chases, or acoustical treatments of the Building which has the potential to affect any portion of the Building or its systems other than the interior of the Unit.

B. Application of By-Law; Prohibited Work:

This By-Law shall apply to all work defined above. No Prohibited Work shall be performed by or at the behest of any Unit Owner.

C. Renovation Work:

In the case of Renovation Work, the Unit Owner shall send written notice (Work Request) to the Trustees of his intention to perform the Renovation Work, and such notice shall be accompanied by a detailed description of the Renovation Work. In addition, with respect to work involving structural changes and/or demolition, such notice shall also be accompanied by (i) a copy of all plans

prepared for Town of Uxbridge, Permits drawn by an architect registered in Massachusetts ("Architect"), or by a structural engineer registered in Massachusetts ("Engineer"), showing the Renovation Work which the Unit Owner proposes to perform, and (ii) a written statement by such Architect or Engineer that the Renovation Work will not impair the structural integrity of the Buildings or fall within the definition of Prohibited Work, and that the Renovation Work shall not in any manner impair the structural integrity of the Buildings and that all bills for labor and materials will be promptly paid by the Unit Owner, and that the Unit Owner will indemnify the other Unit Owners and the Trustees against any liens for labor or materials in connection with the Renovation Work, and that the Unit Owner shall pay for all costs of the Renovation Work, the fee of such Architect or Engineer, and the reasonable fees of any Architect or Engineer which the Trustees may engage to advise them as to any aspect of the Renovation Work (the Trustees may, but shall not be obligated to engage an Architect or Engineer to so advise them) and any other reasonable expenses of the Trustees arising from the Unit Owner's activities under the provisions of this Section, and in which the Unit Owner agrees to be strictly bound by the provisions of this Section and any additional requirements which the Trustees impose with respect to the work.

D. Commencement of Work:

No Renovation Work shall commence unless and until the Trustees shall have assented thereto in writing. The Trustees may withhold their consent for the reason that the Renovation Work is likely, in the sole judgment of the Trustees, to impair the structural integrity of the buildings or fall within the definition of Prohibited Work, but for no other reasons. Following such consent, the Unit Owner shall secure all necessary permits prior to the commencement of the Renovation Work. The Cosmetic Work or the Renovation Work, as the case may be, shall be performed in such a manner as to minimize noise, vibration, dust, odor or disturbance to other Unit Owners and occupants. Work shall be done between 8 am and 6 pm.

E. Stoppage of Work:

The Trustees shall have the right at any time and from time to time to order the Unit Owner performing the Cosmetic Work or the Renovation Work to immediately cease such work, if in the sole judgment of the Trustees the work has created, or is about to create a nuisance, (noise, vibration, dust, or odor) which will unreasonably disturb other Unit Owners and occupants, and/or, in the case of Renovation Work, has or is about to impair the structural integrity of the Buildings or falls within the definition of Prohibited Work. Such work stoppage order may be communicated to the Unit Owner in any manner the Trustees deems appropriate under the circumstances and posting such order on or near the door to the Unit Owner's unit, or communicating such order to any contractor or worker performing work on behalf of the Unit Owner shall be sufficient. In such cases, the Unit Owner shall cease work forthwith. Any order to stop work by the Trustees under the provisions of this Section shall be effective notwithstanding (i) the Unit Owner's possession of a Buildings permit for the work and (ii) that such stoppage would inconvenience the Unit Owner or cause the Unit Owner to suffer a financial loss.

F. Violations of this Section; Disturbance:

In the event that the work causes unreasonable vibration, dust, noise or odor, or the Unit Owner is in violation of a provision of this Section, the Trustees shall have the right at any time and from time to time to order the work to cease as set forth above, to impose a fine against the Unit Owner and the unit for each day the violation continues (notwithstanding any contrary provision in these By-Laws or in the Master Deed), to remediate the problem at the expense of the Unit Owner, to apply for injunctive relief, and/or to exercise any other right or remedy available to the Trustees. The Unit Owner shall be liable for all costs incurred by the Trustees in administering this Section, including but not limited to remediation costs, and legal fees and disbursements of counsel representing the Trustees, whether any violation by the Unit Owner is established or whether litigation ensues.

G. Completion:

At the completion of the Renovation Work, the Unit Owner shall notify the Trustees, in writing, that the Renovation Work has been completed in all respects and that all bills for labor and materials in connection therewith have been paid in full, and such notice shall be accompanied by a written verification of such Architect or Engineer that the Renovation Work has been completed in all respects and, if applicable, that the performance of the Renovation Work has not impaired the structural integrity of the Buildings. The Trustees shall have the right, but not the duty, to inspect the Unit at this time.

H. Binding Obligation:

Each present and future Unit Owner, by accepting delivery of his Unit Deed, shall be deemed to have expressly assented to the provisions of this Section of these By-Laws.

We, the undersigned, being the majority of the Trustees of the Summerfield at Taft Hill Condominium Trust u/d/t October 3, 2005, recorded with the Worcester County Registry of Deeds at Book 37666, Page 210 as may be amended of record (the "Trust") with the consent of 98% 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 By-Laws pursuant to the Trust's By-Laws to read as above:

Patrick M. Stephan

Patrick. M. Stephan

5/4/23

Date

Paul M. Balutis

Paul Balutis

5/4/23

Date

Marsha Bourgeois
Marsha Bourgeois

5-4-23
Date

William Freer
William Freer

5/4/23
Date

Thomas Fields
Thomas Fields

5/4/23
Date

COMMONWEALTH OF MASSACHUSETTS

Worcester County, SS

On this 2nd 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:

