

The Village Condominium Association

Bylaws

This version of the Bylaws has been reformatted for ease of reading and searching. It incorporates amendments up to the time of editing. A table of contents and some footnotes have been added. This document is not intended to replace the legal documents on file with the Middlesex South Registry of Deeds (book 15767, page 528, recorded 9/5/1984, and later amendments). Every effort has been made to verify that the content is identical to the original, but for legal purposes, owners are referred to the website of the Registry of Deeds for the Southern Middlesex district: <https://www.masslandrecords.com/MiddlesexSouth/> in order to retrieve the originals.

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THE VILLAGE CONDOMINIUM ASSOCIATION BY-LAWS

ARTICLE I: PLAN OF UNIT OWNERSHIP

Section 1. Unit Ownership.

The property located in Watertown, Massachusetts (hereinafter called the "Property") is more particularly described in the Master Deed dated February 23, 1972, and recorded in the Middlesex County Registry of Deeds, Book 12162, Page 318, and has been submitted to the provisions of Chapter 183A of Massachusetts General Laws by James P. Duffy and Norman J. Duffy, both of Watertown, Middlesex County, Massachusetts, a partnership doing business as Duffy Associates (hereinafter called the "Grantors"). The Condominium thereby created shall be known as the Village (hereinafter called the "Condominium").

Section 2. Purpose of Association.

The association is an association owned by the Unit Owners of the Condominium and used by them to manage and regulate the Condominium. Each Unit Owner, as defined in said Chapter 183A, shall have the same percentage interest in the Association as his respective interest in the common areas and facilities ("Common Elements") as provided in the Master Deed.

Section 3. Applicability of By-Laws.

The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the buildings and all other improvements thereon (including the Units ["Units"] and Common Elements), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Chapter 183A of Massachusetts General Laws. The provisions of these By-laws shall automatically become applicable to property which may be added to the Condominium upon the recording of an amendment to the Master Deed submitting such additional property to the provisions of Chapter 183A of the Massachusetts General Laws.

Section 4. Application.

All present and future owners, mortgagees, lessees and occupants of the Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the Master Deed, the Rules and Regulations and all covenants, agreements, restrictions, easements and declarations of record ("title conditions"). The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement that these By-Laws, the Rules and Regulations, the provisions of the Master Deed, as they may be amended from time to time, and the title conditions are accepted, ratified, and will be complied with.

Section 5. Office.

The office of the Condominium and of the Board of Managers shall be located at 36A Pierce Road, Watertown, or such other location in said Watertown as may be selected from time to time by the Board of Managers and of which Unit Owners and Listed Mortgagees have been given written notice.

**ARTICLE II:
BOARD OF MANAGERS**

Section 1. Board of Managers: Number and Term.

The number of Managers which shall constitute the whole Board shall be five (5). All Managers shall be Unit Owners. Managers shall be elected by the Unit Owners. The term of members shall be two (2) years. In any event, each Manager shall hold office until such time as his successor has been elected. Two year terms shall take effect with the election of members in 1979. The terms of the two existing Managers whose terms would, under the provisions of this Section prior to amendment, expire at the 1981 Annual Meeting, shall be shortened so as to expire at the 1980 Annual Meeting.

(Amended 5/7/79)

Section 2. Powers and Duties.

The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Master Deed or by these By-Laws may not be delegated to the Board of Managers by the Unit Owners. Such powers and duties of the Board of Managers shall include, but shall not be limited to the following:

- (a) Operation, care, upkeep and maintenance of the Common Elements.
- (b) Determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property and the allocation of income and expense.
- (c) Collection of the common charges from the Unit Owners.
- (d) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.
- (e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property subject to a right of the Unit Owners to overrule the Board (see Article VI, Section 14).
- (f) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.
- (g) Leasing, managing and otherwise dealing with such community facilities as may be provided for in the Master Deed as being common areas and facilities (the "Common Elements").
- (h) Owning, conveying, encumbering, leasing and otherwise dealing with units conveyed to it or purchased by it as the result of enforcement of the lien for common expenses, or otherwise.
- (i) Obtaining of insurance for the Property, including the Units, pursuant to the provisions of Article VI, Section 7 hereof.
- (j) Making of repairs, additions and improvements to, or alterations of, the Property and repairs to and restoration of the Property in accordance with the other provisions of these By-Laws.
- (k) Enforcement of obligations of the Unit Owners.
- (l) Purchase or lease a Unit for use by a residential manager.
- (m) The Board of Managers shall have the authority to invest the Condominium's reserve funds only in the following investments: bank deposits, bank certificate of deposit, money market funds whose goal is to maintain a dollar constant, U.S. treasury bonds, notes and bills with a maturity date three years or less, and held to maturity except in an emergency.

(Added by amendment 5/13/96)¹

¹ Filed 06/12/1996; Bk 26397 Pg 85

(n) Adopting procedures for the conducting of remote annual and special meetings of the Unit Owners and remote regular and special meetings of the Board of Managers and procedures for the conducting of votes for election of the Board of Managers and other in matters involving voting or approval by the Unit Owners and Board of Managers, including, but not limited to nominations, proxies, notices, amendments, votes, approvals and election of Managers by electronic methods such as email or internet e-balloting.²

Section 3. Manager.

The Board of Managers may employ for the Condominium a manager at a compensation established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize, provided that the Board of Managers may delegate to the manager all of the powers granted to the Board of Managers by these By-Laws other than the powers set forth in subdivision (b), (e), (f), (g), (h), (k), and (l) of Section 2 of this Article II.

Section 4. Election of Board of Managers.

Three (3) members shall be elected in odd numbered years beginning in 1979; two (2) members shall be elected in even numbered years beginning in 1980.

(Amended 5/7/79)

Section 5. Removal.

Members may be removed for cause, and his or her successor elected, by an affirmative vote of the majority of the Unit Owners.

Section 6. Vacancies.

Vacancies on the Board of Managers caused by any other reason other than the removal of a Member thereof by vote of the Unit Owners shall be filled by vote of a majority of the remaining Members at a special meeting of the Board of Managers held for that purpose promptly after the occurrence of any such vacancy. Each person so elected shall be a temporary member and shall serve until the next Annual Meeting at which a permanent member shall be elected to serve out the term of the member he is replacing. Except for the Members of the first Board of Managers, no Member shall continue to serve on the Board if, during his term of office, he shall cease to be a Unit Owner.

² An additional subsection (m) was added September 25, 2020, Bk 75721 Pg 516; numbering changed to (n) by affidavit, May 25, 2021, Bk 77851 Pg 152

Section 7. Organization Meeting.

The first meeting of the Members of the Board of Managers following the first Annual Meeting of the Unit Owners shall be held within ten (10) days thereafter, at such time and place as shall be fixed by the Unit Owners at the meeting at which such Board of Managers shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Managers in order legally to constitute such meeting, providing a majority of the whole Board of Managers shall be present thereat.

Section 8. Regular Meetings.

Regular meetings of the Board of Managers will be held at least once in each month at the Village Clubhouse unless another place of meeting shall be determined by the Board of Managers. If the meeting is to be held at a place other than the Clubhouse, notice of the place of the meeting will be posted at the Clubhouse prior to 5:00 p.m. on the day of such meeting. Unit Owners may attend all such meetings and may at any time request that matters affecting the Condominium or the Association be placed on the agenda of a meeting. Subject to the discretion of the Chairman of the meeting, Unit Owners who are not members of the Board of Managers may participate in discussion but shall not be entitled to vote on any matter.

Meetings shall be held in accordance with a schedule to be published by the board of Managers, which schedule shall be published and distributed to Unit Owners within seven (7) days following the first meeting of the Board of Managers following the Annual Meeting of Unit Owners. The President shall have the authority in his discretion to cancel any scheduled meeting.

(Amended 2/24/76)

Section 9. Special Meetings.

Special meetings of the Board of Managers may be called by the President on three (3) business days' notice to each Member, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Clerk in like manner and on like notice on the written request of at least three (3) members.

Section 10. Waiver of Notice.

Any Member may at any time waive notice of any meeting of the Board of Managers in writing and such waiver shall be deemed equivalent to the giving of such notice.

Section 11. Quorum of Board of Managers.

At all meetings of the Board of Managers, a majority of the Members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the Members present at a meeting at which a quorum is present shall constitute the decision of the Board of Managers. If at any meeting of the Board of Managers there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time

Section 12. Fidelity Bonds.

Unless otherwise voted by the Unit Owners, the Board of Managers shall attempt to obtain adequate fidelity bonds for all officers and employees of the Condominium handling or responsible for Condominium funds. The premium on such bonds shall constitute a common expense.

Section 13. Compensation.

No Member shall receive any compensation from the Condominium for acting as such.

Section 14. Liability of the Board of Managers.

The Members shall not be liable to the Unit Owners for any mistake or judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the Members against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of these By-Laws. It is intended that the Members shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is understood and permissible for the original Board of Managers, who are members of or employed by the Grantors, to contract with the Grantors and their affiliates. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers or out of the aforesaid indemnity in favor of the Members of the Board of Managers shall be limited to such proportion of the total liability thereunder as his interest in the Common Elements bears to the interests of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers or by the manager on behalf of the Condominium shall provide that the Members, or the manager, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability as his interest in the Common

Elements bears to the interest of all Unit Owners in the Common Elements.

ARTICLE III: UNIT OWNERS

Section 1. Annual Meeting.

The annual meetings shall be held no earlier than April 16, or no later than May 16. At such meetings there shall be elected by ballot of the Unit Owners, a Board of Managers in accordance with Article II of these By-laws. The Unit Owners may also transact such other business of the Condominium as may properly come before them.

(Amended 2/77)

Section 2. Place of Meetings.

Meetings of the Unit Owners shall be held at the principal office of the Condominium, or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

Section 3. Special Meetings.

It shall be the duty of the President to call a Special Meeting in not less than 15 nor more than 30 days, following a resolution of the Board of Managers, or upon a petition signed by at least 25 percent in number of Unit Owners, said petition having been presented to the Clerk. The notice of any special meeting shall state the time and place of such meeting, and purpose thereof. No business shall be transacted at a Special Meeting except as stated in the notice.

(Amended 5/7/90)

Section 4. Notice of Meetings.

It shall be the duty of the Clerk to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place it is to be held, to each Unit Owner of record, at least seven (7) days but no more than fifteen (15) prior to such meeting. The mailing of a notice in the manner provided in these By-Laws shall be considered notice served. Notice of a meeting need not be given to a Unit Owner if a written waiver thereof executed before or after the meeting by such Unit Owner or his duly authorized attorney, is filed with the records of the meeting.

(Amended 2/77)

Section 5. Adjournment of Meetings

If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority in common interest of the Unit Owners who are present at such meeting either in person or proxy, shall adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6. Order of Business.

The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of Board of Managers
- (f) Reports of committees.
- (g) Election of inspectors of election (when so required).
- (h) Election of members of the Board of Managers (when so required)
- (i) Unfinished business.
- (j) New Business

Section 7. Voting

The record of owner or Owners of each Unit,³ or some person designated by such Owner or Owners to act as proxy on his or their behalf who need not be an Owner, shall be entitled to cast the votes appurtenant to such Unit at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Clerk, and shall be revocable at any time by written notice to the Clerk by the Owner or Owners so designating. Any or all of such Owners may be present at any meeting of the Unit Owners and (those constituting a group acting unanimously), may vote or take any other action as a Unit either in person or by proxy. Each Unit Owner (including Grantors, if the Grantors shall then own one or more Units) shall be entitled to cast one vote at all meetings of the Unit Owners which vote shall be weighted in the same proportion as the respective interest in the Common Elements of such Unit Owner as set forth in the Master Deed. The votes attributable to each Unit must be voted as an entirety. Any Unit or Units owned by the Board of Managers or its designee shall not be entitled to vote and shall be excluded from the total of common interest when computing the interest of all other Unit Owners for voting purposes. In the event the Grantors duly amend the Master Deed

³ i.e., "The owner or owners of record of each unit"

so as to cause the Condominium to be enlarged by the addition of Phase II or Phase II and Phase III, Units in Phase II or Phase III, as the case may be, shall be entitled to vote from and after the date of conveyance of the first Unit in such Phase.

Section 8. Majority of Unit Owners.

As used in these By-Laws the term "majority of Unit Owners" shall mean those Unit Owners having more than 50% of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of Section 8⁴ of this Article III. The vote of a majority of Unit Owners present at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where in the Master Deed or these By-Laws, or By-Law, a higher percentage vote is required.

Section 9. Quorum

Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Unit Owners shall constitute a quorum at all meetings of the Unit Owners.

Section 10. Condominium Documents.

The Association shall provide to new Unit Owners at no cost an up-to-date edition of the Village Condominium By-Laws and Rules and Regulations. In addition, the NEWSLETTER shall provide a listing at least once a year of the Articles and Sections of the By-Laws that have been added, deleted or amended along with the most recent dates of any such changes.

(Amended 5/12/86)

**ARTICLE IV:
OFFICERS**

Section 1. Designation.

The principal officers of the Condominium shall be the President, the Vice-President, the Clerk and the Treasurer. The President and Vice-President shall be elected by and from the Board of Managers; the other officers shall be elected by but need not be members of the Board of Managers. The Board of Managers may appoint an assistant treasurer, an assistant clerk, and such other officers as in its judgment may be necessary.

⁴ It can be assumed this was meant to refer to Section 7.

Section 2. Election of Officers.

The officers of the Condominium shall be elected annually by the Board of Managers at the organization meeting of each new Board of Managers and shall hold office at the pleasure of the Board of Managers and until their successors are elected.

Section 3. Removal of Officers.

Upon the affirmative vote of a majority of the Members of the Board of Managers, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose.

Section 4. President.

The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the Unit Owners and of the Board of Managers. He shall have all of the general powers and duties which are incident to the office of the President of a stock corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the Condominium.

Section 5. Vice-President.

The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Managers shall appoint some other member of the Board of Managers to act in the place of the President, on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Managers or by the President.

Section 6. Clerk.

The Clerk shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers; shall have charge of such books and papers as the Board of Managers may direct; and shall in general, perform all the duties incident to the office of Clerk of a stock corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts.

Section 7. Treasurer.

The Treasurer shall have the responsibility for the Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all

required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Managers, or the manager, in such depositories as may from time to time be designated by the Board of Managers, and he shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation organized under the Business Corporation Law of the Commonwealth of Massachusetts. No payment vouchers shall be paid unless and until approved by the Treasurer.

Section 8. Agreements, Contracts, Deeds, Checks, etc.

All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two (2) officers of the Condominium or by such other person or persons as may be designated by the Board of Managers.

Section 9. Compensation of Officers.

No officer shall receive any compensation from the Condominium for acting as such.

ARTICLE V: NOTICES

Section 1. Definition.

Whenever under the provision of the Master Deed or these By-Laws, notice is required to be given to the Board of Managers, any manager or Unit Owner, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box, in a postpaid sealed wrapper, addressed to the Board of Managers, such manager or Unit Owner at such address as appears on the books of the Condominium. Notice shall be deemed given as of the date of mailing

Section 2. Service of Notice - Waiver.

Whenever any notice is required to be given under the provisions of the Master Deed, of law, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VI: OPERATION OF THE PROPERTY

Section 1. Operation of the Property.

The Board of Managers shall advise all Unit Owners, promptly in writing, of the amount of the common charges payable by each of them, respectively, as determined by the Board of Managers, as aforesaid and shall furnish copies of each budget on which such common charges are based, to all Unit Owners, and to their mortgagees. provided that no increase in common charges shall be effective until the Unit Owners have been given at least sixty (60) days notice of such increase.

(Amended 5/7/79)

Section 2. Payment of Common Charges.

All Unit Owners shall be obligated to pay the common charges assessed by the Board of Managers pursuant to the provisions of Section 1 of this Article VI monthly in advance or at such other time or times as the Board of Managers shall determine.

No Unit Owner shall be liable for the payment of any part of the common charges assessed against his Unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of Article VIII of these By-Laws) of such Unit, together with the Appurtenant Interests, as defined in Section I of Article VIII hereof. In addition, any Unit Owner may, subject to the terms and conditions specified in these By-Laws, provided that his Unit is free and clear of liens and encumbrances other than the statutory lien for unpaid common charges, convey his Unit, together with the Appurtenant Interests to the Board of Managers, and in such event be exempt from common charges thereafter assessed. In the event the Grantors duly amend the Master Deed so as to cause the Condominium to be enlarged by the addition of Phase II and Phase III, Units in Phase II or Phase III, as the case may be, shall be chargeable with their share of the common charges from and after the date of conveyance of the first Unit in such phase. Subject to the provisions of Section 6 of this Article VI, a purchaser of a Unit shall be liable for the payment of common charges assessed and unpaid against such Unit prior to the acquisition by him of such Unit, except that a mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit shall not be liable for, and such Unit shall not be subject to, a lien for the payment of common charges assessed prior to the foreclosure sale.

Section 3. Collection of Common Charges.

The Board of Managers shall assess common charges against the Unit Owners from time to time (at least annually) and shall take prompt action to collect any common charges due from any Unit Owner which shall remain unpaid for more than thirty days from the due date thereof. Any amounts not paid after 30 days shall be considered in default. The provisions of this amendment shall become effective July 1, 1988.

(Amended 5/9/88)

Section 4. Default in Payment of Common Charges.

(a) In the event of default of any Unit Owner in paying to the Association the common charges or fines as determined by the Board of Managers, such Unit Owner shall be obligated to pay to the Association a late fee in the amount of Thirty (\$30.00) Dollars. In addition, such Unit Owner shall be obligated to pay all expenses, including attorney's fees incurred by the Association in the collection of such common charges, fines and late fees. All payments received by the Association may, in the sole discretion of the Board of Managers, be first applied in any order to any outstanding obligation of the Unit Owner, whether common charges, late fees, fines, or other expenses of collection. In the event of a default which remains outstanding for more than sixty (60) days, the Board of Managers shall authorize the attorney for the Association to initiate proceedings to foreclose the Association's lien on the Unit as provided in Section 6 of Chapter 183A of Massachusetts General Laws, for the full amount due, including expenses, as of the date of foreclosure.

(Amended 5/8/89)⁵

(b) No Unit Owner shall incur the Thirty (\$30.00) Dollar late fee unless thirty (30) days have elapsed since the Unit Owner's account had last been paid in full. An additional Thirty (\$30.00) Dollars in late fees shall be assessed against the Unit Owner for every thirty (30) days thereafter that any amount remains unpaid on said date.

(Amended 5/14/90)⁶

Section 5. Foreclosure of Liens for Unpaid Common Charges.

In any action brought by the Board of Managers to foreclose a lien on a Unit because of unpaid common charges, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same.

⁵ Filed 7/11/1989; Bk 19934 Pg 241

⁶ Filed 7/26/1990; Bk 20676 Pg 355

The Board of Managers, acting on behalf of all Unit Owners, shall have the power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the votes appurtenant to), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 6. Statement of Common Charges.

The Board of Managers shall promptly provide any Unit Owner so requesting the same in writing with a written statement of all unpaid common charges due from such Unit Owner in form suitable for recording and the same when recorded in the Middlesex Registry of Deeds shall operate to discharge the Unit from any lien or any other sums then unpaid.

Section 7. Insurance.

The Board of Managers shall be required to obtain and maintain, to the extent obtainable, and permitted by applicable law, the following insurance: (1) fire insurance with extended coverage insuring the real estate constituting both the Common elements and the Units, excluding the outside storm doors, but including furnaces, water heaters, dishwashers, disposals, air conditioners, if any, and other fixtures contained therein and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interests may appear, in the amount determined by the Board of Managers, each of which policies shall contain a standard mortgage clause in favor of each mortgage of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject however, to the loss payment provisions in favor of the Board of Managers; (2) Workmen's compensation insurance; (3) public liability insurance in such amounts and with such coverage as the Board of Managers shall from time to time determine, but at least covering each member of the Board of Managers, the manager and each Unit Owner and with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner; and (4) such other insurance as the Board of Managers may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Managers and that the net proceeds thereof shall be payable to the Board of Managers.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any reduction of pro-rata liability of the insurer as a result of any insurance carried by the Unit Owners or of invalidity arising from any acts of the insured or any Unit Owners, and shall provide that such policies

may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all mortgagees of Units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the then current policies.

Unit Owners should carry insurance for their own benefit insuring their furniture, furnishings and other personal property provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

(Amended 5/3/82)

Section 8. Repair or Reconstruction After Fire or Other Casualty.

In the event of damage to or destruction of the Building or Buildings containing the Units as a result of fire or other casualty, the Board of Managers shall arrange for the prompt repair and restoration of the Buildings containing the Units (including any damaged units, but not including furniture, furnishings or other personal property supplied to or installed by Unit Owners), and the Board of Managers shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Managers may assess all the Unit Owners for such deficit and for a completion bond for such deficit as part of the common charges.

If there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, 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 Board of Managers, divided among all the Unit Owners in proportion to their respective common interests after first paying out of the share due each Unit Owner such amounts as may be required to reduce unpaid liens on such Unit in the order of such liens.

Notwithstanding the foregoing, if as a result of fire or other casualty the loss exceeds ten (10%) percent of the value of the Condominium prior to the casualty, and

1. If seventy-five (75%) percent of the Unit Owners do not agree within 120 days after the date of the casualty to proceed with repair or restoration, the Condominium, including all units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of the partition sale together with any common funds shall be divided in proportion to the Unit Owners' respective undivided ownership in the Common Elements. Upon such sale the Condominium shall be deemed removed from the provisions of said Chapter 183A.

2. If seventy-five (75%) percent of the Unit Owners agree to proceed with the necessary repair or restoration, the cost of the rebuilding of the Condominium, in excess of any available common funds including the proceeds of any insurance, shall be a common expense, provided, however, that if such excess cost exceeds ten (10%) percent of the value of the Condominium prior to the casualty, any Unit Owner who did not so agree may apply to the Superior Court of Middlesex County on such notice to the Board of Managers as the Court shall direct, for an order directing the purchase of his Unit by the Board of Managers at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

Section 9. Maintenance and Repairs.

(a) All maintenance and replacement of and repairs to any unit, whether structural or non- structural, ordinary or extraordinary (other than to the Common Elements contained therein), and to the doors, and windows, electrical, plumbing, heating and air conditioning fixtures within the unit or belonging to the Unit Owner shall be done by the Unit Owner at the Unit Owner's expense, excepting as otherwise provided herein, provided that all repair, painting or decoration of the exterior of any unit including but not limited to doors, windows, trim and brickwork shall be done by the Board of Managers and, excepting as otherwise provided below, charged to the Unit Owners concerned.

(b) All maintenance, repairs and replacements to the Common Elements as defined in the Master Deed, the painting and decorating of the exterior trim, and all maintenance, repairs and replacements to the exterior brickwork of any unit shall be made by the Board of Managers and shall be charged to all the Unit Owners as a common expense, excepting 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.

(Amended 5/14/84)

Section 10. Restriction on Use of Units.

The use of the Property shall be restricted to single family housing and the common recreational facilities thereto:

(a) No nuisance shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with their peaceful possession of the Property.

(b) No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(c) No portion of a Unit (other than the entire Unit) may be rented, and no transient may be accommodated therein.

(d) All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.

(Amended 5/12/86)

(e) No Unit Owner or occupant or any of his agents, servants, employees, licensees or visitors shall, at any time, bring into or keep in his Unit any flammable, combustible or explosive fluid, material, chemical or substance, except such lighting and cleaning fluids as are customary for residential use.

(Amended 5/12/86)

(f) Any and all leases or rental agreements shall be in writing, shall be for an initial term of not less than one (1) year, and shall be subject to the requirements of this Master Deed, the Bylaws and any Rules and Regulations as the same may be amended or adopted from time to time. The Board of Managers may, upon application of a unit owner, approve a lease for a term of less than one year, provided however that such approval shall be in writing and in the sole discretion of the Trustees. The provisions of this paragraph shall not apply to (i) any leases, subleases or rental agreements executed prior to the date of this Amendment, but shall apply to any renewals or extensions thereof, or (ii) any first mortgagee in possession of

a Unit by virtue of a foreclosure action or deed in lieu of foreclosure.

(Amended 9/3/97)⁷

Section 11. Maintenance and Repairs.

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

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

Section 12. Additions, Alterations or Improvements by Unit Owners.

No Unit Owner shall make any structural addition, alteration, or improvement in or to his Unit, without the prior written consent thereto of the Board of Managers. The Board of Managers shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Managers to the proposed addition, alteration, or improvement. To the extent that any addition, alteration, or improvement of a Unit shall affect the value thereof, the share of said Unit in the cost of insurance premiums shall be adjusted. Any application to any department of the Town of Watertown or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Unit Owner only and the Board of Managers shall incur no liability to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to persons or damage to property therefrom. The provision of this Section 12 shall not

⁷ Filed 10/21/1997 as amendment to Master Deed, sec. 7(a); Bk 27786 Pg 488

apply to Units owned by the Grantors prior to the initial sale thereof.

(Amended 5/11/1992)⁸

Section 13. Right of Access.

A Unit Owner shall grant a right of access to his Unit to the manager and or any other person authorized by the Board of Managers, or the manager for the purpose of making inspections or for the purpose of correcting any conditions originating in his Unit and threatening another Unit or a Common Element or for the purpose of performing installation, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Building in which the Unit is located, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of emergency such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section 13, any costs for repairs shall be borne in accordance with the provisions of Section 3 of this article.

Section 14. Rules of Conduct.

Rules and Regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board of Managers. A majority vote of the Unit Owners at a meeting may overrule the Board. Copies of such Rules and Regulations shall be furnished by the Board of Managers to each Unit Owner prior to the time when the same shall become effective. Initial Rules and Regulations, which shall be effective until amended by the Board of Managers are annexed hereto and made a part hereof as Schedule A.

Section 15. Water Charges.

Water shall be supplied to all of the Units and Common Elements through one or more building meters and the Board shall pay, as a common expense, all charges for water consumed on the Property, including the Units, promptly after the bills for the same shall have been rendered. In the event of a proposed sale of a Unit by the owner thereof, the Board of Managers, on request of the selling Unit Owner, shall execute and deliver to the purchaser of such Unit or to the purchaser's title insurance company, a letter agreeing to pay all charges for water affecting the Property as of the date of closing of title to such Unit promptly after such charges shall have been billed.

⁸ Filed 09/01/1992; Bk 22353 Pg 438

Section 16. Electricity.

Electricity shall be supplied by the public utility company serving the area directly to each Unit through a separate meter and each Unit Owner shall be required to pay the bills for electricity consumed or used in his Unit. The electricity serving the Common Elements shall be separately metered, and the Board of Managers shall pay all bills for electricity consumed in such portions of the Common Elements, as a common expense.

Section 17. Assessment for Association Local Expenses.

(a) Any Unit Owner who shall have been found by a court of competent jurisdiction to have violated a provision of these By-Laws or of the Rules and Regulations, as either shall be amended from time to time, or any Unit Owner who through a Petition for Declaratory Judgment or otherwise shall have sought a determination of the validity or binding effect of any said By-Laws or Rules and Regulations in which proceeding said By-Laws and Rules and Regulations shall have been found valid and enforceable, or by any Unit Owner against whom a proceeding shall have been brought by the Association to enforce any By-Laws or Rules and Regulations in which proceeding the court has finally adjudged that the Association be entitled to have said By-Laws or Rules and Regulations enforced against said Unit Owner, shall reimburse the Association for its legal costs and reasonable attorney's fees incurred in the proceedings.

(Added by amendment 2/25/75)

(Amended 5/12/86)

Section 18. Animals

Animals, reptiles, or other household pets of any kind shall not be raised, bred, or kept in any unit or in the Common Elements.

(Added by amendment 2/24/76)

Section 19. Expense caused by homeowner

Any expense incurred by the Association as a result of the action of a home owner, a home owner's family or guests, which charge would not ordinarily have been incurred but for the action of said individual in violation of the Association rules or By-Laws, shall be borne by the individual unit and be charged to that unit as a portion of its share of the common expenses.

(Added by amendment 4/5/78)

ARTICLE VII: MORTGAGES

Section 1. Notice to Board of Managers.

A Unit Owner who mortgages his Unit, shall notify the Board of Managers of the name and address of his mortgagee. The Board of Managers shall maintain such information in a book entitled "Mortgages of Units".

Section 2. Listed Mortgages.

As used in these By-Laws, "Listed Mortgagee" shall mean an institutional lender holding a first mortgage of record on a Unit of which the Unit Owner affected has given the notice required in Section 1. Such mortgagee shall remain a Listed Mortgagee until the Board of Managers receives written notice from the mortgagee of withdrawal of the listing or the mortgage is discharged of record.

Section 3. Notice of Unpaid Common Charges.

The Board of Managers, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common charges due from, or any other default by, the owner of the mortgaged unit.

Section 4. Notice of Default.

The Board of Managers, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board of Managers.

Section 5. Examination of Books.

Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days.

ARTICLE VIII: SALES, LEASES AND MORTGAGES OR UNITS

Section 1. 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 (i) the undivided interest in the Common Elements appurtenant thereto, (ii) the exclusive right of such Unit Owner to use any parking space or spaces, (iii) the

interest of such Unit Owner in any Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any, and (iv) the interest of such Unit Owner in any other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests"), it being the intention hereof to prevent any severance of the Unit from the Appurtenant Interests. Any deed, mortgage, or other instrument purporting to affect a Unit shall be deemed and taken to include the Appurtenant Interest whether or not such interests are specifically included 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 Interests of all Units.

Section 2. Purchase of Unit by the Board of Managers.

The Association, or its nominee, may purchase by and through the Board of Managers any Unit directly from the Unit Owner or at a foreclosure sale; provided, however, that any such purchase by the Association shall have the prior approval of 85% of the Unit Owners.

Section 3. Financing of Purchase of Units by Board of Managers.

Acquisition of Units by the Board of Managers may be made from the working capital and common charges in the hands of the Board of Managers, or if such funds are insufficient, the Board of Managers may levy an assessment against each Unit Owner in proportion to his ownership in the common Elements, as a common charge, which assessment shall be enforceable in the same manner as provided in Sections 4 and 3 of Article VI; and the Board of Managers, in its discretion, may borrow money to finance in part or in whole the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be acquired by the Board of Managers.

Section 4. Waiver of Right of Partition with Respect to Such Units as are Acquired by the Board of Managers.

In the event that a Unit shall be acquired by the Board of Managers, or its nominee, all Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

ARTICLE IX: CONDEMNATION

Section 1. Condemnation.

If more than ten (10%) per cent of the Condominium is taken under the power of eminent domain, the taking shall be treated as a "casualty loss" and the provisions of Section 17 of Chapter 183A of Massachusetts General Laws shall apply. Where one or more Units have been substantially altered or rendered uninhabitable as a result of a partial taking, and the Unit Owners vote to restore and continue the Condominium pursuant to the provisions of Section 17 of said Chapter 183A, the Board of Managers shall have the authority to acquire the remaining portions of such Units, for such price as the Board of Managers shall determine, provided that any Unit Owner of such remaining portion who does not agree with such determination may apply to the Superior Court of Middlesex County on such notice to the Board of Managers 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.

In the event of a total or partial taking under the powers of eminent domain, the Unit Owners shall be represented by the Condominium acting through the Board of Managers. 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 Elements, except as to such portion or portions of the award which are attributable to direct or consequential damages suffered by particular Units, which shall be payable to the owners of such Units or their mortgagees, as their interests may appear.

In case of a total taking of all Units and the Common Elements, the entire award shall be payable to the Board of Managers to be distributed to the Unit Owners in accordance with their respective percentage interests in the Common Elements.

ARTICLE X: RECORDS

Section 1. Records and Reviews.

The Board of Managers or the Manager shall keep detailed records of the actions of the Board of Managers and the Manager, minutes of the meetings of the Board of Managers, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium. An annual review of the receipts and

expenditures of the Condominium conducted by an independent certified public accountant shall be made available by the Board of Managers to all Unit Owners promptly after the end of each fiscal year. Copies of the Master Deed, these Bylaws, Rules and Regulations and floor plans of the Buildings and Units, as the same may be amended from time to time, shall be maintained at the office of the Board of Managers and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

(Amended 2021)⁹

Section 2. Ballots and Records of Vote.

No Unit Owner shall remove any Ballots from the voting site except as hereinafter provided. After verification, the ballots shall be placed in a sealed envelope and placed in the custody of the Clerk of the Association. The Clerk of the Association shall deliver said ballots to the office of the Association. All Ballots and records of votes taken by the Board of Managers or by the Unit Owners shall be maintained in a locked file cabinet at the office of the Association [sic] for a period of one year. During that year, said records shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours, upon reasonable notice. Said records may be inspected only in the presence of two members of the Board of Managers and the Managing Agent. The identity of each person voting by ballot shall be excised from the ballot within seven days of the ratification of the vote by the Clerk. After one year, all ballots and records of votes shall be destroyed. Nothing in this rule shall be construed to require a written vote or record where none would otherwise be required.

(Added by Amendment 5/15/85)¹⁰

**ARTICLE XI:
MISCELLANEOUS**

Section 1. Invalidity.

The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

⁹ Filed 08/09/2021; Bk 78435, Pg 469; replaces section 1 as amended 2/24/76

¹⁰ Filed 06/11/1985; Bk 16214, Pg 258; two slightly different versions of this section exist

Section 2. Captions.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

Section 3. Gender.

The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 4. Waiver.

No restriction, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 5. Signs.

No sign, plaque or communication of any description shall be placed on the exterior of any Unit or Common Element, by a Unit Owner unless written permission therefor has been granted by the Board of Managers.

**ARTICLE XII:
AMENDMENTS TO BY-LAWS**

Section 1. Amendments to By-Laws.

These By-Laws may be modified or amended by the vote of 66 2/3% (or if such modification or amendment affects a provision then requiring a larger percentage, such larger percentage) in number and in common interest of all Unit Owners at a meeting of Unit Owners duly held for such purpose.

Section 2. Due Notification of Proposed Amendments.

Due and timely notice of proposed amendments must be given to all owners. Due and timely notice will be considered to have been given if a copy of the proposed amendment(s) is distributed with the notice of the Annual Meeting. Proposed amendments lacking due and timely notice will be ruled out of order by the presiding Officer at the Annual Meeting; no amendment may be initially proposed from the floor of the meeting. This section shall not limit the discussion, modification, or further amendment to proposed amendments of which due and timely notice was given.

This section will take effect upon adjournment of the 1982 annual Meeting.

(Amended 5/3/82)

ARTICLE XIII: CONFLICTS

Section 1. Conflicts.

These By-Laws are set forth to comply with the requirements of Chapter 183A of Massachusetts General Laws. In case any of these By-Laws conflict with the provisions of said statute or Master Deed, the provisions of said statute or the Master Deed as the case may be, shall control.

ARTICLE XIV: ELECTRONIC NOTICES, REMOTE MEETINGS OF THE UNIT OWNERS AND THE BOARD OF MANAGERS, AND VOTING WITHOUT MEETINGS

Section 1. Electronic Notices to Unit Owners and Members of the Board of Managers.

The owner or owners of each Unit shall have the responsibility of providing to the Board of Managers for the Managers' records the correct name of the present owner(s) of the Unit and the correct email address and any address other than the Unit to which they desire notices to be mailed, as to which matters the Board of Managers shall have no duty of inquiring beyond their records. Every notice to any Unit Owner or Member of the Board of Managers required under the provisions of the of the By-Laws shall be deemed sufficient and binding if delivered electronically to the email address last appearing on the Board of Managers' records.

The Board of Managers may provide notices to the Unit Owners for all purposes for which notices are required under these By-Laws including, but not limited to, notices of meetings, notices for matters which require the vote or approval of the Unit Owners or the Board of Managers or for the distribution of Condominium information such as financial reports, budgets or the like by electronic mail (email) at such email address for the Unit Owners or Board Members in question as it appears on the books and records of the Condominium. Notice shall be deemed given as of the date of the delivery of the electronic communication.

Section 2. Remote Annual and Special Unit Owner Meetings.

Notwithstanding the provisions of the By-Laws with regard to the place of Annual and Special meetings of the Condominium and Unit Owners, when an in person Annual or Special Meeting cannot be held, the Board of Managers shall have the right to conduct Annual or Special Meetings of the Unit Owners via a remote method, including, but not limited to, video teleconferencing via the internet as opposed to an in-person meeting, as long as:

- 1) the meeting notice states the teleconference process to be used;
- 2) the meeting notice states how Unit Owners may participate;
- 3) the teleconference method provides all persons participating in the meeting to hear one another or perceive the discussion and offer comments regarding any matter affecting the Condominium or the Association; and
- 4) the Board of Managers may verify each person deemed present at the remote meeting is a Unit Owner.

Section 3. Remote Regular and Special Board of Manager Meetings and Actions by Remote Vote.

Notwithstanding the provisions of the By-Laws with regard to regular and special meetings of the Board of Managers, the Board of Managers, by vote of a majority of the Board, shall have the right to conduct regular and special meetings of the Board of Managers remotely, including by video teleconferencing, telephone conference, or email. At the remote meetings the Board may take votes and other actions to transact business. A remote meeting can only be held when three Members are present at the remote meeting to establish a quorum. All remote meetings shall be subject to Rules and Regulations adopted by the Board of Managers.

Section 4. Election and Voting by Unit Owners Without a Meeting.

In addition to the methods set forth in the By-Laws, for example Unit Owner voting by paper ballot mailed or hand-delivered to the Board of Managers, the Board of Managers can adopt procedures and Rules and Regulations for the conducting of votes for election of Board Members and other matters requiring approval of the Unit Owners such as Amendments to the By-Laws without an in-person meeting, but rather by electronic means such as electronic mail, ballot, or internet e-balloting, with or without an electronic voting company to administer the vote electronically.

In such a case of an election and voting by electronic means, the Board of Managers shall provide a ballot to the Unit Owners

setting forth the proposed action and provide the Unit Owners with an opportunity to vote for or against the action. The ballot shall:

- 1) indicate the percentage of votes necessary to approve each matter other than the election of Board Members
- 2) specify the time and date by which the ballot must be delivered to the Association to be counted which time and date shall not be fewer than ten days after which the Association delivered the ballot.

The Managers shall implement reasonable measures to verify each person deemed present and eligible to vote by means of remote communication is a Unit Owner eligible to vote. If the Managers cannot determine the electronic vote has been submitted by a Unit Owner, the Managers may reject the vote and the Managers' decision shall be final.

Except as otherwise determined by a vote of a majority of the Board of Managers, a Unit Owner ballot may not be revoked once delivered to the Association. The Board of Managers shall maintain votes of the Unit Owners on all matters for a period of time, to be determined by the Board of Managers.

All other provisions of the By-Laws shall remain in full force and effect.

(Art. XIV added by amendment: Bk 75721 Pg 514, filed 09/25/2020)