

**HOMEOWNERS
AT LAUREL PARK
BY-LAWS**

AS AMENDED AT THE 2021 ANNUAL MEETING

Pursuant to the Powers of the Unit Owners and Members of THE HOMEOWNERS AT LAUREL PARK CONDOMINIUM TRUST all as set forth in the Declaration of Trust made the 7th day of May, 1986, which Trust is recorded in the Hampshire County Registry of Deeds, in Book 2719, Page 246, WE, Thom Herman, President, and Seth Wilpan, Clerk, hereby attest that the following is a true copy of the HOMEOWNERS AT LAUREL PARK CONDOMINIUM TRUST as AMENDED.

ARTICLE I
The Trust, Its Purpose, By-Laws and Name

Section 1.1 Names

The name of this organization shall be “THE HOMEOWNERS AT LAUREL PARK CONDOMINIUM TRUST”. The principal office of the Trust shall be located in the City of Northampton, Massachusetts, at Laurel Park.

Section 1.2 Declarations of Trust and Purpose

The Trustees hereby declare that they hold all of the rights and power in and with respect to the common areas and facilities of the Condominium established by the Master Deed, as hereinafter defined and such rights and powers that are by virtue of provisions of Chapter 183A of the Massachusetts General Laws conferred upon or exercisable by the organization of Unit Owners of said Condominium. This Trust is the organization of the Unit Owners established pursuant to the provisions of Section 10 of said Chapter 183A for the purposes therein set forth. The Trust created by this Declaration of Trust is hereinafter referred to as the “Trust” or the “Association.”

Section 1.3 Trust Relationships

It is hereby expressly declared that the Trust is not intended to be, shall not be deemed to be, and shall not be treated as, a general partnership, limited partnership, joint venture, corporation or joint stock company and that the Unit Owners are the Beneficiaries of the Trust, and not partners or associates and are not in any other relation whatever between themselves with respect to the Trust Estate, and hold no relation to the Trustees other than as Beneficiaries, with only such rights and liabilities as are conferred upon them as such Beneficiaries hereunder and under and pursuant to The provisions of said Chapter 183A.

Section 1.4 Name of Trust

The name of the Trust shall be THE HOMEOWNERS AT LAUREL PARK CONDOMINIUM TRUST and under that name, so far as legal, convenient and practicable, all business shall be carried on by the Trustees and all instruments shall be executed by the Trustees. Said name and the word “Trust” whenever used in this Declaration of Trust, except where the context otherwise requires, shall refer to the Trustees in their capacity as Trustees, and not individually or personally, and shall not refer to the agents or employees of the Trust or to the Unit Owners. The word “Association” when used in this document shall mean THE HOMEOWNERS AT LAUREL PARK CONDOMINIUM TRUST.

Section 1.5 Rules and Regulations

The Rules and Regulations of THE HOMEOWNERS AT LAUREL PARK CONDOMINIUM TRUST shall be set forth in this document which shall consist of the Declaration of Trust, By-Laws, Property Rules, Courtesy Rules, and Orientation Procedure and this document shall be referred to as the “Rules and Regulations.”

Section 1.6 Membership

Members of the Trust shall be the Beneficiaries of the Trust who consist of the Unit Owners at LAUREL PARK. Unit Owners automatically become members of the Trust upon purchase of their Unit. Membership automatically terminates upon sale of the Unit. An officer of the Association must be a member.

Section 1.7 Conveyance of Real Estate

The Trust may sell, transfer, and convey any of its real estate only if the Executive Committee shall certify the real estate is no longer needed for Trust purposes, and the members of the Trust vote to do so by vote with a TWO-THIRDS (2/3) majority of members present and voting at an Annual Meeting of the Trust. For purposes of this Section any deed shall be deemed properly executed if signed and acknowledged by both the President and Finance Officer who are then in office.

Section 1.8 Amendments

This document may be altered or repealed by the following procedure: The proposed change in the Rules and Regulations must be submitted in writing to all members of the Trust at least SEVEN (7) DAYS prior to a duly called Regular or Special Meeting of all members. Amendments shall be presented at said meeting and, after ample opportunity for discussion, the proposed Amendments will be brought for vote at the next Annual Meeting of the Trust. The proposed Amendment shall be adopted only if approved by a TWO-THIRD (2/3) VOTE of the members present at the Annual Meeting. (Amended @ 1998 Annual Meeting)

Section 1.8.1 (Deleted @ 2004 Annual Meeting)

Section 1.9 Single Family Dwelling

Each unit, with the exception of Building #1, shall be used as a Single-Family Dwelling occupied by a group of individuals living as a single housekeeping unit. No unit may contain an apartment, which is defined as an independent living area within a house equipped with all facilities necessary to preclude sharing living space with the rest of the house. (Added @ 2013 Annual Meeting; Amended @ 2015 Annual Meeting)

ARTICLE II

It is the policy of THE HOMEOWNERS AT LAUREL PARK CONDOMINIUM TRUST that the Units are to be purchased as personal residences of the Owners. In accordance with this policy no person may either directly or indirectly own more than TWO (2) UNITS. Record title of Units may be held only in the name of this Trust, individuals, family trusts, any mortgage institutions by the right of foreclosure, and by the LAUREL PARK ASSOCIATION. THE LAUREL PARK ASSOCIATION shall be allowed to use Units for religious purposes. THE LAUREL PARK ASSOCIATION, a religious Corporation organized under M.G.L. c. 180, shall have a permanent easement for the use of Unit No. 20 as a chapel only. Such easement shall entitle said LAUREL PARK ASSOCIATION to the use only of said Unit and shall not entitle the LAUREL PARK ASSOCIATION to vote in THE HOMEOWNERS AT LAUREL PARK CONDOMINIUM TRUST. Nor shall the LAUREL PARK ASSOCIATION be subject to service fees or Common Charges on account of this right to use Unit No. 20. Nothing in this clause shall limit the right of the LAUREL PARK ASSOCIATION to own TWO (2) UNITS in addition to Unit No. 20 for religious purposes as provided in this Declaration of Trust.

Section 2.1 No Severance of Ownership

No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his/her Unit without including therein the Appurtenant Interests as hereinafter defined; it is 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:

- A. The undivided interest of a Unit Owner in the Common areas and facilities; and
- B. The interest of such Unit Owner in any other assets of this Trust.

Section 2.2 Sale of Units

Sale of Units shall be subject to the orientation procedure set forth in Section 11.9.

Section 2.3 Payment of Assessments

No Unit Owner shall convey, mortgage, pledge, hypothecate, sell, rent, or lease his Unit unless and until he/she shall have paid in full to the Trustees all unpaid Common Charges theretofore assessed by the Trustees against his/her Unit and until he/she shall have satisfied all unpaid liens against such Unit. (Amended @ 2010 Annual Meeting)

Section 2.4 Tenants

Any Unit Owner may lease, or rent, his/her Unit, subject to Section 11.5 of this Document and Section 9 of the Master Deed of the HOMEOWNERS AT LAUREL PARK CONDOMINIUM TRUST. (Amended @ 1992, 1998 Annual Meeting)

Section 2.4.1 (Deleted @ 1998 Annual Meeting)

Section 2.4.2 (Deleted @ 1998 Annual Meeting)

Section 2.5 Non-Discrimination

Notwithstanding anything to the contrary herein, no part of this Trust or By-Laws or the Rules and Regulations now or hereafter adopted or promulgated shall ever be deemed to prevent, restrict, discourage, or hinder in fact, in any manner whatsoever the alienation, conveyance, mortgage, purchase, sale, rental, lease, license, use, or occupancy of Units or any negotiations in connection therewith because of race, religion, creed, color, national origin, sex, age, ancestry, marital status, status as a veteran or member of the armed services, or any ethnic group, blindness, sexual orientation, in addition to the foregoing, by any reason whatsoever prohibited by any federal, state, or municipal law. (Amended @ 2008 Annual Meeting)

Section 2.5.1 (Deleted @ 1998 Annual Meeting)

Section 2.5.2 (Deleted @ 1991 Annual Meeting)

Section 2.5.3

A SEVENTY-FIVE (\$75.00) DOLLAR transfer fee shall be required to be paid to the Association by both the Seller and the Buyer. If a Unit is transferred without the Applicant having completed the Orientation Process as required in Section 11.9, the Seller will be required to pay a fee of FIVE HUNDRED (\$500.00) DOLLARS. (Amended @ 1991, 1998, 2006 Annual Meeting)

Section 2.6 Notice of Intend to Sell or Lease (Deleted @ 1998 Annual Meeting) QQ

Section 2.6.1 (Deleted @ 1998 Annual Meeting)

Section 2.6.2 (Deleted @ 1991 Annual Meeting)

Section 2.6.3

Acquisition or lease 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/her Beneficial Interest as a Common Charge; 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/her 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 Section 6 of Chapter 183A.

**ARTICLE III
By-Laws**

Section 3.1 Fiscal Year

The Fiscal Year of the Association shall begin on January 1 and end on December 31 of each year.

Section 3.2 Meetings

The Association will meet at least TWO (2) TIMES each year. (Amended @ 1994 Annual Meeting) The Executive Committee shall designate the specific time and date of each meeting. Any business properly brought before any meeting may be presented for a vote.

Only Unit Owners, as designated in Section 3.3, may vote in the meetings.

Individuals who are permanently residing with owners or in lieu of owners who are not tenants as defined in 11.5.1, may attend meetings and participate in discussion. They are not authorized to make motions or to vote on behalf of the Unit Owner.

All participants at meetings will begin their comments by stating their name, unit number and whether they are a homeowner or resident. (Amended @ 2019 Annual Meeting.)

Section 3.2.1 Annual Meeting

The Annual Meeting shall be held on the 3rd Saturday in October. At the Annual Meeting the members shall vote on the budget, elect Trustees, elect Officers, and vote on proposed amendments to the Rules and Regulations. (Amended @ 1994, 1998, 2005 Annual Meeting)

Section 3.2.2 (Deleted @ 1994 Annual Meeting)

Section 3.2.3 Budget and Bylaw Meeting

The first meeting shall be held on the 3rd Saturday in September. At this meeting The Finance Committee shall present the proposed budget for discussion. Any proposed bylaw changes will also be discussed and moved to the Annual Meeting for a vote of the Association. (Amended @ 1994, 1998, 2005. 2019 Annual Meeting)

Section 3.2.4 Special Meeting

Special Meetings of members may be requested by the President or by the Trustees, and shall be called by the President, or, in case of the death, absence, incapacity or refusal of the President, by any other officer, upon written application of members who hold at least TWELVE (12) UNITS and who are entitled to vote. Such call may be written and shall state the time, place, and purposes of the meeting. If a Special Meeting is requested by homeowners who among them hold at least TWELVE (12) UNITS and who are entitled to vote, it shall be held no later than 30 days from the receipt of the request. (Amended @ 2009, 2010 Annual Meeting)

Section 3.2.5

Each member entitled to vote shall be given written or printed Notice stating the place, date and hour of the meeting and, in case of a Special Meeting, the purpose or purposes for which the meeting is called. Such notice shall be delivered not less than seven (7) days or more than 21 days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Clerk, or the officer or person calling the meeting. Such notice shall be deemed to be delivered according to Section 3.2.10 outlining official notification. If any Owner wants notice to be delivered to him or her other than at Laurel Park, that member must notify the clerk of the address to which notice must be given. Such request will remain in effect until any subsequent written notice is received by the clerk. (Amended @ 2007, 2019 Annual meeting)

Section 3.2.6

The Budget Meeting and the Annual Meeting will be held on the grounds of LAUREL PARK. (Amended @ 1998 Annual Meeting)

Section 3.2.7

Meetings of the Trust shall follow the procedural rules as set forth in the current revision of Roberts Rules of Order.

Section 3.2.8

The meetings of all HALP Committees shall be open to any and all Unit Owners and, upon request, approved minutes of those Committees shall be made available to any and all Unit Owners. (Added @ 1996 Annual Meeting)

Section 3.2.9 Meeting Date Exception: Should the dates of the annual meeting or the budget meeting coincide with a major religious holiday, said meeting will be rescheduled to the following Saturday and homeowners shall be given written or printed notice stating the place, date and time of the meeting. The EC shall consult a calendar for potential conflicts. (Amended @ 2010 Annual Meeting)

Section 3.2.10

Official Notifications as specified and required in this document, shall be made by means of either U.S. Mail, personal delivery or, if the unit owner consents to electronic mail notification in writing, transmission to the unit owner's electronic mail address. (Added @ 2019 Annual Meeting)

Section 3.2.11

The Homeowner's Association of Laurel Park will have an official listserv for the purposes of communication for the Homeowner's Association. Each homeowner and/or resident will submit an email address to be placed on the listserv. Guidelines for the use of the listserv will be developed by the Executive Committee and provided to each homeowner. (Added @ 2020 Annual Meeting)

Section 3.3 Quorum and Voting

At any meeting of members TWENTY (20%) PERCENT of the members entitled to vote, represented in person and not by proxy, shall constitute a quorum at the meeting. If less than 20% of the members are present, the members so present may continue to conduct business of the Association but votes may be taken only if a quorum is present. (Amended @ 1994, 1996, 1998 Annual Meeting)

Section 3.3.1

Each Unit shall be entitled to ONE (1) VOTE, in person or by proxy. (Amended @ 1994 Annual Meeting)

Section 3.3.2

Any person authorized to cast a vote for a Unit as required by Section 4.2 may give a Proxy to another Unit Owner to vote on their behalf on all issues at an Association meeting. Said Proxy must specify the proxy holder in writing, must be surrendered to the Clerk before voting at a meeting, and shall be valid for ONE MEETING only. (Amended @ 1992, 1998 Annual Meeting)

Section 3.3.3

No one having a beneficial interest in more than ONE UNIT may cast a proxy vote on behalf of another Unit Owner. No one may cast Proxy votes for more than ONE Unit at a meeting. Notwithstanding anything to the contrary in this or any other section, no person may cast more than TWO votes at an Association meeting under any circumstances. (Amended @ 1992 Annual Meeting)

Section 3.3.4

If a person holding a Proxy for another Unit leaves a meeting before it is over, the Proxy may not be transferred to another person. A person holding a Proxy may vote it however (s) he judges best after hearing discussion and no provision to the contrary in the written proxy will be valid. A Proxy may be revoked by the Unit Owner who gave it if (s)he arrives at the meeting which is in progress. (Amended @ 1992 Annual Meeting)

Section 3.3.5

Nothing in this section shall be construed to contradict the Quorum requirements in Section 3.3. (Amended @ 1994 Annual Meeting)

Section 3.4 Trustees and Officers. (Deleted @ 1998 Annual Meeting)

Section 3.4.1

The Officers shall be Trustees. Trustees shall serve for a TWO (2) year term and not serve more than FOUR (4) successive years in a given office except as provided for in Section 3.4.3. They shall serve until their term has expired and a successor is elected at the Annual Meeting. All terms of office will begin on January 1 of the year following the scheduled Annual Meeting, and end on December 31 of the final year of the term. This will allow a two-month transition period between Officers. (Amended @ 1998, 2000, 2002, 2006, 2008, 2010, 2021 Annual Meeting)

3.4.1a deleted at 2009 annual meeting

Section 3.4.2 There shall be seven TRUSTEES elected by the members to the following offices: President, Vice-President, Clerk, Finance Officer (Treasurer), Property Officer, and two Members at Large. (Amended @ 1991, 1997, 2002, 2006, 2008 and 2009 Annual Meeting)

Section 3.4.3

Except for the Office of the President, who will be succeeded by the Vice President, if the office of any Trustee shall become vacant for any reason, or if a vacancy should occur for any reason on the Nominating Committee, such vacancy shall be filled by the Executive Committee by election at any meeting of the Committee. Such election shall be valid only until the next Annual Meeting. Succession of the Vice-President or election to fill an unexpired term, as provided for in this section, shall not count toward the four-year term Limit stated in Section 3.4.1. (Amended @ 1992, 1998, 2002, 2006, 2008 Annual Meeting)

Section 3.4.4

Removal from Office. An elected officer or committee member may be removed for any reason, with or without cause, by an affirmative vote of a majority of the Unit Owners at a duly called Regular or Special Meeting of all members. No officer or committee member shall continue to serve if, during the term of office, he/she shall cease to be a Unit Owner. (Added @ 1997 Annual Meeting; Amended @ 2000 Annual Meeting)

Section 3.5 The Executive Committee

The Executive Committee shall consist of the SEVEN named in Section 3.4.2 Amended @ 2006 and 2009 Annual Meeting)

Section 3.5.1 (Deleted 1998 Annual Meeting)

Section 3.5.2

A quorum for Executive Committee business shall be FOUR (4) MEMBERS.

Section 3.5.3

The Executive Committee shall exist for the purpose of doing the will of the LAUREL PARK COMMUNITY as expressed in the HOMEOWNERS AT LAUREL PARK CONDOMINIUM TRUST MEETINGS.

Section 3.5.4

All powers and duties not specifically reserved to the total Association shall be vested in the Executive Committee.

Section 3.5.5 (Deleted @ 1998 Annual Meeting)

Section 3.5.6

The Executive Committee shall, upon the instructions of the Association, have general charge of the Association affairs including supervision of the Orientation process and all committee decisions. (Amended @ 1994 Annual Meeting)

Section 3.5.7

With the approval of the members, the Executive Committee may hire employees, may make decisions on new business ventures, may erect new structures and demolish existing ones, and may conduct such other business as so directed by the Association.

Section 3.5.8

The Executive Committee may make contracts and agreements for the care and disposition of Association property, but the Committee may not convey land except by vote of the Association and consistent with other restrictions as specified in these Rules and Regulations.

Section 3.5.9

The Executive Committee shall have the responsibility for updating the Property and Courtesy Rules. Changes will require approval of the Association as provided in Article I, Section 1.8.

Section 3.5.10

The sale, removal, or substantial alteration of Trust owned buildings shall require approval of the Executive Committee and the Association. (Added @ 2006 Annual Meeting)

Section 3.5.11

Decisions as to major changes in the Park, such as, undertaking of new construction, and installing sanitary lines for modernization, etc., shall require approval of the Executive Committee and the Association. Burying deep water lines and paving dirt roads do not need Annual Meeting approval. (Added @ 2006 Annual Meeting)

Section 3.5.12

If the Association decides to engage in any building or repair project, it must place the project in the hands of the Executive Committee. In the event that the proposed contract exceeds TWELVE THOUSAND (\$12,000.00) DOLLARS it must be submitted to THREE (3) BIDDERS. (Added @ 2006 Annual Meeting; Amended @ 2015 Annual Meeting)

Section 3.5.13

The Executive Committee is charged with the responsibility for making necessary restrictions on the use of Park facilities. (Added @ 2006 Annual Meeting)

Section 3.5.14

All requests for use of equipment, dining hall, etc., shall be made to the Executive Committee. Dates for use of facilities will be posted on the outside Bulletin Board. (Added @ 2006 Annual Meeting)

Section 3.5.15

The Executive Committee will publicly post the agenda of its meetings three (3) days prior to each meeting. (Added @ 2020 Annual Meeting)

Section 3.6 (Deleted @ 1991 Annual Meeting)

Section 3.7 Finance Officer duties. (Amended @ 1991, 1997, 2002, 2006 Annual Meeting)

Section 3.7.1 (Deleted @ 2006 Annual Meeting)

Section 3.7.2

The Finance Officer shall work closely with the Executive Committee and its designees to properly fund Association activities. It shall be the responsibility of the Finance Officer to present the budget at the annual budget meeting for discussion, then present it at the Annual Meeting for adoption. The budget as presented by the Finance Officer shall estimate the Common Expenses expected to be incurred during the next fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed Surplus Accumulations from prior years, shall determine the Common Charges to be made for the next fiscal year.

In the event an annual assessment to fix Common Charges is not made as above required, the Common Charges shall be presumed to have been made in the amount of the last prior assessment of Common Charges.

The Trustees with the approval of a majority of the Unit Owners entitled to vote shall have the authority to apportion Common Charges equally to each unit.

(Amended @ 1990, 1991, 1994, 1999, 2006, 2020 Annual Meeting)

Section 3.7.3

In the event that the Trustees shall determine during any fiscal year that the assessment of Common Charges so made is less than the Common Expenses actually incurred, or in the reasonable opinion of the Trustees

likely to be incurred, the Trustees shall make a supplemental assessment or assessments for Common Charges and render statements, monthly or otherwise.

Section 3.7.4

The Trustees shall deliver statements in the amount of the Common Charges referred to in Sections 3.7.2, 3.7.3 and 5.1.16. Payment of said Common Charges shall be a personal liability of each Unit Owner (jointly and severally among the Owners of each Unit) and, if not paid when due, or upon the expiration of such grace period as the Trustees may (but need not) designate, shall carry a late charge in such amount or at such rate (which amount or rate need not be in proportion to the Beneficial Interests) as the Trustees shall determine and, together with any such late charter provided, shall constitute a lien on the Unit pursuant to the provisions of Section 6 of Chapter 1 83A. Each Unit Owner, by acceptance of a Unit Deed, agrees to pay all costs and expenses, including reasonable attorneys' fees; incurred by the Trustee in collection of Common Charges and the enforcement of said lien. (Amended @1999, 2006 Annual Meeting)

Section 3.7.4(A)

Service fees are payable in twelve (12) equal installments per year. The first payment for the new budget year is due on January 1st of each year. Payments are considered made when received by the property manager. The installment is due on the first day of each month. Accelerated payments will be accepted in advance of their due date (Amended @2007 and 2012 Annual Meeting)

45 days following the due date, a second "request for payment" statement will be mailed to unit owners who are delinquent and have overdue balances. If payment has not been resolved or a payment plan entered and maintained after 90 days following the due date, the bill will be turned over to legal counsel. (Amended @2012 annual meeting)

Section 3.7.4(B) (deleted @ 2007 annual meeting)

Section 3.7.5

The Finance Officer shall hold a key to the safe deposit box and shall be empowered to sign checks for the Association. The Finance Officer shall be bonded in the minimum amount of TEN THOUSAND (\$10,000.00) DOLLARS. (Amended @ 1991 Annual Meeting)

Section 3.8 Property Officer Duties. (Amended @ 2006 Annual Meeting)

Section 3.8.1

The Property Officer shall work closely with the Executive Committee and their designees to manage requests for repairs and renovations to homeowner units and common elements. The Property Officer shall bring to the Executive Committee any concerns or issues about the infrastructure and grounds of the park. (Amended @ 2006 Annual Meeting)

Section 3.8.2 The Property Committee shall consist of three (3) to five (5) homeowner members and the Property Officer. The members will be elected by the homeowners. The members shall serve for a period of two (2) years with terms staggered among the members. The Property Officer, who is a member of the HALP Executive Committee, shall be the Chair of the Property Committee. **(Deleted @ 1998 Annual Meeting. Amended @ 2010 Annual Meeting)**

Section 3.8.3 (Moved to Section 3.5.10 @ 2006 Annual Meeting)

Section 3.8.4 (Moved to Section 3.5.11 @ 2006 Annual Meeting)

Section 3.8.5 Determination of Scope of Loss

In the event of any casualty loss to the Trust property, the Trustees shall Determine in their reasonable discretion whether or not such loss exceeds TEN (10%) PERCENT of the value of the Condominium immediately prior to the Casualty, and shall notify all Unit Owners of such determination. If such loss as so determined does not exceed TEN (10%) PERCENT of such value, the

Trustees shall proceed with the necessary repairs, rebuilding or restoration in the Manner provided in Paragraph (a) of Section 17 of Chapter 183A and Article III, Section 3.8.4 of these By-Laws. If such loss as so determined exceeds TEN (10%) PERCENT of such value, the Trustees shall forthwith submit to all Units Owners:

- A. A form of agreement (which may be in several counterparts) among the Unit Owners authorizing the Trustees to proceed with the necessary repair, rebuilding or restoration, and
- B. A copy of the provisions of Chapter 183A, Section 17, and the Trustees shall thereafter proceed in accordance with, and take such further action as they may in their discretion deem advisable in order to implement the provisions of Paragraph (b) of said Section 17.

Section 3.8.6 Submission to Unit Owners of Proposed Improvements

If and whenever the Trustees shall propose to make any improvements to the Common Elements or shall be requested in writing by the Unit Owners holding TWENTY-FIVE (25%) PERCENT or more of the Beneficial Interests to make any such improvement, the Trustees shall submit to all Unit Owners:

- A. A form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same; and
- B. A copy of the provisions of Section 18 Chapter 183A.

Upon the receipt by the Trustees of such agreement signed by the Unit Owners holding SEVENTY-FIVE (75%) PERCENT or more of the Beneficial Interests or the expiration of NINETY (90) DAYS after such agreement was first submitted to the Unit Owners, whichever shall first occur, the Trustees shall notify all Unit Owners of the aggregate percentage of Beneficial Interests held by Unit Owners who have then signed such agreement. If such percentage exceeds SEVENTY-FIVE (75%) PERCENT, the Trustees shall proceed to make the improvement or improvements specified in such agreement and, in accordance with Section 18 (b) of Chapter 183A, shall charge the cost of improvement to all the Unit Owners. The agreement so circulated may also provide for separate agreement by the Unit Owners that if more than FIFTY (50%) PERCENT, but less than SEVENTY-FIVE (75%) PERCENT, of the Beneficial Interests so consent, the Trustees shall proceed to make such improvement or improvements and shall charge the same to the Unit Owners so consenting in accordance with Section 18(a) of Chapter 183A.

Section 3.8.7 Moved to Section 3.5.12 @ 2006 Annual Meeting

Section 3.8.8 Moved to Section 3.5.13 @ 2006 Annual Meeting

Section 3.8.9 Moved to Section 3.5.14 @ 2006 Annual Meeting

Section 3.9 Nominating Committee

The Nominating Committee shall consist of THREE (3) MEMBERS who shall serve for a Term of ONE (1) YEAR.

Section 3.9.1

The Nominating Committee shall prepare a slate of nominees to be presented at the Annual Meeting. The slate shall consist of nominees for any open elected positions. Nominations from the floor shall be permitted after the report of the Committee. (Amended @ 1991, 1998, 2006,2019 Annual Meeting)

Section 3.9.2 The slate of nominees prepared by the Committee shall be given to the Clerk of the Trust in a form and at a time sufficient to enable the Clerk to mail a copy of the slate to all members at the time of mailing the notice of the Annual Meeting according to Section 3.2.10 Official Notification. (Amended @ 2019 Annual Meeting.)

Section 3.9.3

The Nominating Committee shall receive approval of the proposed nominee prior to placing the nominee's name on the ballot.

Section 3.10 (Deleted @ 1991 Annual Meeting)

Section 3.10.1 (Deleted @ 1991 Annual Meeting)

Section 3.11 Duties and Functions of Officers and Committee Chair

Section 3.11.1

The PRESIDENT shall call all meetings of the Association and of the Executive Committee, preside at such meetings, and appoint both Special and Standing Committees not specifically provided for in these By-Laws. The President shall have access to the safe deposit box of the Trust and shall be empowered to sign checks for the Association in the absence or incapacity of the Finance Officer. The President shall be bonded in the minimum amount of TEN THOUSAND (\$10,000.00) DOLLARS. (Amended @ 2006 Annual Meeting)

Section 3.11.2

In compliance with Chapter 183A of Massachusetts General Law, an independent certified public accountant shall conduct according to the standards of the American Institute of Certified Public Accountants, a review of the financial report for the condominium. Such review shall be conducted no less frequently than every two years. The review shall be included in the Finance Officer's report once it is received. (Amended @ 2020 Annual Meeting)

Section 3.11.3

The VICE-PRESIDENT shall assume all the duties and functions of the President in his or her absence or incapacity.

Section 3.11.4

The CLERK shall notify all Unit Owners of all HALP regular and special meetings as specified in Section 3.2.5. The Clerk shall prepare and maintain a register of attendance for each HALP meeting, which shall be signed by each Unit Owner designated to cast votes for his or her Unit.

The Clerk shall take minutes at all HALP meetings and present those minutes to all Unit Owners according to Section 3.2.10 no later than four weeks after the meeting is held. Minutes from HALP meetings will be presented to Unit Owners for approval at the next regular HALP meeting.

The Clerk shall keep the minutes at all Executive Committee meetings and provide copies of those minutes to all members of the Executive Committee. Minutes of the Executive Committee meetings shall also be sent according to Section 3.2.10 to all Unit Owners and posted at the mailbox announcement location outside Building 1. Any member who requests can also receive a copy of the minutes of each Executive Committee meeting. Such request will remain in effect until any subsequent written notice is received by the clerk. (Amended @ 1998, 2005, 2007,2008,2019 Annual Meeting)

Section 3.11.5

The CLERK and FINANCE OFFICER shall supervise record keeping relative to the transfer of Unit deeds. (Amended @ 2006 Annual Meeting)

Section 3.11.6

The CLERK shall be a resident of the Commonwealth of Massachusetts.

Section 3.11.7 (Deleted @ 2006 Annual Meeting)

Section 3.11.8 The Member-at-Large will be assigned as the community liaison. This Executive Committee member will be responsible for assisting in conducting orientations, posting minutes and bulletins, and creating a regular communication flow to Unit Owners and the Executive Committee. The member at large will also be the liaison to LPA and the social union.

Section 3.12 (Deleted @ 1991 Annual Meeting)

Section 3.13 Trustees May Deal with Condominium No Trustee shall be disqualified by his/her office from contracting or dealing with the Trust or with one or more Unit Owners directly or indirectly. Nor shall any such dealing, contract or arrangement entered into in respect of this Trust in which any Trustee shall be interested in any way be avoided, nor shall any Trustee so dealing or contracting, or being so interested, be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relation hereby established. Provided, however, the Trustee shall act in good faith and shall disclose the nature of his/her interest before entering into the dealing, contract or arrangement and such Contract shall be fair and reasonable in its terms.

Section 3.14 Indemnity of Trustees

The Trustees and each of them shall be entitled to indemnity both out of the Trust property and by the Unit Owners against any liability incurred by them or any of them in the execution hereof by reason of any action taken, suffered or omitted in good faith, or by reason of anything except his or her own personal or adverse interest, or by reason of anything except his or her own personal and willful malfeasance and defaults. Including without limiting the generality of the foregoing are liabilities in contract and in tort and liabilities for damages, penalties and fines, all as provided in Chapter 183A. By majority vote of the members the Trustees may be authorized to purchase such insurance against such liability as they shall determine is reasonable and necessary, the cost of such insurance to be a Common Expense of the Condominium. Each Unit Owner shall be personally liable for all sums lawfully assessed for his/her share of the Common Expenses of the Condominium and for his/her proportionate share of any claims involving the Trust property in excess thereof, all as provided in Sections 6 and 13 of Chapter 183A. Nothing in this Paragraph shall be deemed to limit in any respect the powers granted to the Trustees in this Declaration of Trust.

ARTICLE IV

Beneficiaries and the Beneficial Interest in the Trust

Section 4.1

Beneficial Interest the Beneficiaries of this Trust shall be the Unit Owners from time to time. The total Beneficial Interests in the Trust shall be divided equally among the Unit Owners with each Unit to be entitled to an equal share of the Beneficial Interest.

Section 4.2 Each Unit to Vote by One Person

The Beneficial Interest of each Unit shall be exercised by ONE (1) PERSON and shall not be divided among several Owners of any Unit. To that end, whenever any Unit is owned of record by more than ONE (1) PERSON, the several Owners of such Unit shall:

- A. Determine and designate which one of such Owners shall be authorized and entitled to cast vote, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder; and
- B. Notify the Trustees of such designation by a notice in writing signed by all of the record Owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate any one such Owner for such purposes.

ARTICLE V

Powers of the Trustees

Section 5.1 Powers of the Trustees

The Trustees shall have all the powers and duties necessary for the administration of the offices of the Condominium and may do all things, subject to and in accordance with all applicable provisions of said Chapter 183A and the Master Deed, this Declaration of Trust and these By-Laws. Including the right:

Section 5.1.1

To retain the Trust property, or any part or parts thereof, in the same form or forms of investment in which received or acquired by them so far and so long as they shall think fit, without liability for any loss resulting there from

Section 5.1.2

To sell to the extent permitted by Chapter 183A, assign, convey, transfer, exchange and otherwise deal with or dispose of the Trust property, free and discharged of any and all Trusts, at public or private sale, to any person or persons for cash or on credit, and in such manner and on such restrictions, stipulations, agreements and reservations as they shall deem proper, including the power to take back mortgages to secure the whole or any part of the purchase price of any of the Trust property sold or transferred by them, and execute and deliver any deed or other instrument in connection with the foregoing; for purpose of this Paragraph any deed or other instrument shall be deemed properly executed if signed and acknowledged by both the President and the Finance Officer who are then in office;

Section 5.1.3

To purchase or otherwise acquire title to, and rent, lease or hire from others for terms which may extend beyond the termination of this Trust any property or rights to property, real or personal, and own, manage, use and hold such property and such rights;

Section 5.1.4

To borrow or in any manner raise such sum or sums of money or other property as they shall deem advisable in any manner and on any terms, and evidence the same by notes, bonds, securities or other evidences of indebtedness, which may mature at a time or times, even beyond the possible duration of this Trust, and execute and deliver any mortgage, pledge or other instrument to secure any such borrowing; for purpose of this Paragraph any deed or other instrument shall be deemed properly executed if signed and acknowledged by both the President and the Finance Officer who are then in office;

Section 5.1.5

To enter into any arrangement for the use or occupation of the Trust property, or any part or parts thereof, including, without thereby limiting the generality of the foregoing, leases, subleases, easement, licenses or concessions, upon such terms and conditions and with such stipulations and agreements as they shall deem desirable, even if the same extend beyond the possible duration of this Trust. (Amended @ 2010 Annual Meeting)

Section 5.1.6

To invest and reinvest the Trust property, or any part or parts thereof, and from time to time, as often as they shall see fit, change investments, including investment in all types of securities and other property, of whatsoever nature and however denominated, all to such extent as to them shall seem proper;

Section 5.1.7

To determine whether receipt by them constitutes principal or income or surplus and allocate between principal and income and designate as capital or surplus any of the funds of the Trust;

Section 5.1.8

To vote in such manner as they shall think fit any or all shares in any corporation or trust which shall be held as Trust property, and for that purpose give proxies to any person, persons or to one or more of their number, vote, waive any notice or otherwise act in respect of any such shares;

Section 5.1.9

To deposit any funds of the Trust in any bank or Trust Company, and delegate to any one or more of their number the power to deposit, withdraw and draw checks on any funds of the Trust;

Section 5.1.10

To employ, appoint and remove such agents, managers, officers, board of managers, brokers, engineers, architects, employees, servants, assistants and counsel (which counsel may be a firm of which ONE (1) or more of the Trustees are members) as they shall deem proper for the purchase, sale or management of the

Trust property, or any part or parts thereof, or for conducting the business of the Trust, and may define their respective duties and fix and pay their compensation.

Section 5.1.11

To improve any property owned by the Trust;

Section 5.1.12

To manage, maintain, repair, restore, and improve Common Elements. (Amended @ 2010 Annual Meeting)

Section 5.1.13

To determine the Common Expenses required for the affairs of the Condominium.

Section 5.1.14

To collect the Common Expenses from the Unit Owners; (Amended @ 1991 Annual Meeting)

Section 5.1.15

To obtain insurance covering the Condominium (including the Common Elements and the Units);

Section 5.1.16

To enforce obligations of the Unit Owners and have the power to levy fines against the Unit Owners for violations of any of the terms and conditions of the Master Deed or of this Trust, including but not limited to the By-Laws and its Rules and Regulations established by the members to govern the conduct of the Unit Owners. No fine may be levied for more than FIVE HUNDRED (\$500.00) DOLLARS for any one violation, but for each day a violation continues after notice, it shall be considered a separate violation and be subject to a fine of not more than FIVE HUNDRE (\$500.00) DOLLARS. Collection of fines may be enforced against the Unit Owner or Unit Owners involved as if the fines were Common Charges owed by the particular Unit Owner or Unit Owners. In the case of persistent violation of the Rules and Regulations by a Unit Owner, the Trustees shall have the power to require such Unit Owner to post a bond to secure adherence to the Rules and Regulations; (Amended @ 1996. 2018 Annual Meeting).

Sections 5.1.17

Generally, in all matters not herein otherwise specified, to control and do each and every thing necessary, suitable, convenient, or proper for the accomplishment of any of the purposes of the Trust or incidental to the powers herein or in said Chapter 183A. To manage and dispose of the Trust property as if the Trustees were the absolute Owners thereof and to do any and all acts, including the execution of any instruments, which by their performance thereof shall be shown to be in their judgment for the best interest of the Unit Owners and to take such steps and expend such funds to protect and preserve the Common Elements, subject to the conditions set forth in the Declaration of Trust, By-Laws and Rules and Regulations of the Association.

ARTICLE VI

Section 6.1 Maintenance and Repair of Units

Each Unit Owner shall be responsible for the proper interior and exterior maintenance and repair of his/her respective Unit and the maintenance, repair and replacement of utility fixtures therein serving the same, including, without limitation, the heating system, the septic system and leach field, interior finish walls, ceilings, and floors, windows, and window trim, doors, door frames and door trim, plumbing and sanitary waste fixtures, and fixtures for water and other utilities, electrical fixtures and outlets, and all wires, pipes, drains and conduits for water, sewerage, electric power and light, telephone and any other utility services which serve such Unit. Each Unit Owner shall be responsible for all damages to any and all other Units caused by his failure to satisfy his/her maintenance, repair and/or replacement obligations hereunder.

Repair of uninsured casualty loss or damage to Units caused by events in, or the condition of the Common Elements may, in the Trustees' sole discretion, but need not be, paid from Common Funds. *All maintenance and or repair to any Unit are subject to the requirements set forth in section 11.7.* (Amended @ 1994, 2007 Annual Meeting)

Section 6.1.1 Grounds Maintenance: HALP is responsible for most grass cutting, leaf cleanup and care of shrubs and trees. Homeowners are responsible for maintaining 15 feet around their house or halfway to the next structure, if the distance is less than 15 feet. In the instance where the homeowner has made improvements to the common land including a parking area, improvements are at the risk of the homeowner. Although this entire area is the responsibility of the homeowner, it is still common land within the jurisdiction of HALP. (added @ 2009 Annual meeting)

Section 6.1.2. HALP's Responsibility for Water Lines: HALP is responsible for maintaining the water lines to each unit's footprint, except in cases where a unit owner, past or present, failed to comply with section 11.6.3 (Amended @ 2011, 2012 Annual Meeting)

Section 6.1.3 Work on common property: Any work on the common property (for example excavation, digging, etc.) must be approved in advance by the Executive Committee, and a certificate of insurance must be supplied to the Executive Committee by the contractor. (Added @ 2016 annual meeting)

Section 6.2 Maintenance Repair and Replacement of Common Elements; Assessment of Common Expenses

The Trustees shall be responsible for the proper maintenance, repair and replacement of the Common Elements which may be done through a Managing Agent, as hereinafter provided. The expenses of such maintenance, repair and replacement shall be assessed to the Unit Owners as Common Expenses at such times and in such amounts as provided in Section 3.7.2 and 3.7.3; provided, however, that if such maintenance, repair and/or replacement is caused by the negligence or misuse of a Unit Owner, such expense may be assessed to said Unit Owner by the Trustees and the Unit Owner shall be personally liable therefore.

Section 6.3 Common Funds; Expenses and Profits

The Unit Owners shall be liable for Common Expenses and, subject to the Trustees' judgment as to reserve and contingent liability funds stated below, shall be entitled to Surplus Accumulations (common profits), if any, of the Condominium in proportion to their respective Beneficial Interests. The Trustees may from time to time distribute Surplus Accumulations, if any, among the Unit Owners in such proportions. The Trustees may, to the extent they deem advisable, set aside Common Funds for reserve or contingent liabilities, and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, for repair, rebuilding or restoration of the Trust property or for improvements thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.

Section 6.4 Application of Common Funds

The Trustees shall expend Common Funds only for the purposes permitted by this Trust and by Chapter 183A.

Section 6.5 Rebuilding and Restoration, Improvements

Rebuilding and Restoration, Improvements shall be only as provided in Article III, Section 3.8.4, Section 3.8.5 and Section 3.8.6.

**ARTICLE VII
Arbitration**

Section 7.1 Arbitration of Disputed Trustee Action

Notwithstanding anything in Article III, Section 3.8.5 and Article III, Section 3.8.6. In the event that any Unit Owner(s), by written notice to the Trustees shall dissent from any determination of the Trustees with respect to the value of the Condominium or any other determination or action of the Trustees under Article III, Section 3.8.5 and Section 3.8.6 and such dispute shall not be resolved within THIRTY (30) DAYS after such notice, then either the Trustees or the dissenting Unit Owner(s) shall submit the matter to arbitration. For that purpose, ONE (1) ARBITRATOR shall be designated by the Trustees, one by the dissenting Unit Owner(s) and a third by the TWO (2) ARBITRATORS so designated. Such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association and shall be binding upon all parties. The Trustees decision that work constitutes a repair, rebuilding or restoration other than an

Improvement shall be conclusive unless shown to have been made in bad faith. The Trustees shall in no event be obliged to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the Trustees estimate of all costs thereof.

ARTICLE VIII Managing Agent

Section 8.1 Managing Agent

The Trustees may, at their discretion, appoint a Manager or Managing Agent to administer the management and operation of the Condominium, including the incurring of expenses, and making of disbursements and the keeping of accounts, as the Trustees shall from time to time determine. The Trustees or such Manager or Managing Agent may appoint, employ and remove such additional agents, attorneys, accountants or employees as the Trustees shall determine.

Section 8.1.1

The contract with property management company will be made available at the request of a homeowner or prospective buyer. (Added @ 2017 Annual Meeting)

Section 8.1.2

Every two years, the Executive Committee shall review the contract of the current property management company, evaluate the management company's performance of its contractual obligations, and report those findings to the members. (Added @2017 Annual Meeting)

ARTICLE IX Insurance

Section 9.1 Basic Insurance

The Trustees shall obtain and maintain, to the extent available at reasonable cost, master policies of insurance of the following kinds, insuring the interests of the Trust, and Trustees, all Unit Owners and their mortgagees as their interests may appear with the loss proceeds payable to the Trustees hereunder as Insurance Trustees for all of the Unit Owners collectively and their respective mortgagees as their interests may appear:

- A. Casualty or physical damage insurance on the buildings and all other insurable improvements forming part of the Common Elements of the Condominium, now existing or as they may from time to time be increased by amendment to the Master Deed, together with the service machinery, apparatus, equipment and installations located in the Condominium and existing for the provision of central services or for the common use, in an amount not less than ONE HUNDRED (100%) PERCENT of their full replacement value (exclusive of foundations) as determined by the Trustees in their judgment, who shall review such value at least as often as annually, against:
 - 1. Such hazards and risks as the Trustees from time to time in their discretion shall determine to be appropriate, including but not limited to loss or damage by fire and other hazards covered by the standard endorsement vandalism, malicious mischief, windstorm and water damage and federal flood hazards so-called.

- B. All policies of casualty or physical damage insurance shall provide (to extent Such clauses are so obtainable):
 - 1. That such policies may not be cancelled or substantially modified without at least TEN (10) DAYS' prior written notice to all of the insured's, including each Unit mortgagee;
 - 2. That the coverage thereof shall not be terminated for nonpayment of premiums without THIRTY (30) DAYS' notice to all of the insured's including each Unit mortgagee. Certificates of such insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered by the Trustees to Unit Owners and their mortgagees upon written request at least TEN (10) DAYS prior to the expiration of the then current policies.

- C. Comprehensive public liability insurance in such amounts and forms as shall be Determined by the Trustees, covering the Trust, the Trustees, the Unit Owners and any Manager or Managing Agent of the Condominium, with limits of not less than a single limit of ONE MILLION (\$1,000,000.00) DOLLARS for claims for bodily injury or property damage arising out of ONE (1) OCCURRENCE, a limit of FIFTY THOUSAND (\$50,000.00) DOLLARS for each occurrence for water damage and legal liability endorsement to cover liability of any insured to other insureds. The policy shall provide that the policy may not be cancelled or substantially modified without at least TEN (10) DAYS prior notice to all of the insureds including each Unit mortgagee.
- D. Workman's compensation and employer's liability insurance covering any employees of the Trust. The Trustees may, in their sole discretion, purchase such other insurance as they shall determine.

Section 9.2 Payment to Trustees in Case of Loss

Such master policies shall provide that all casualty loss proceeds thereunder shall be paid to the Trustees as Insurance Trustees under these By-Laws. The duty of the Trustees as such Insurance Trustees shall be to receive such proceeds as are paid and to hold, use and disburse the same for the purposes stated in this Section and Article III, Section 3.8.5. If restoration or repair is not to be made, all insurance loss proceeds shall be held as Common Funds of the Trust and applied for the benefit of Unit Owners in proportion to their Beneficial Interests if the Condominium is totally destroyed, and, in the event of a partial destruction, after payment for such restoration of the Common Elements as the Trustees may determine, to those Unit Owners who have suffered damage in proportion to the damage suffered by them. Such application for the benefit of Unit Owners shall include payment directly to a Unit Owner's mortgagee if the mortgage with respect to such Unit so requires.

Section 9.3 Other Provisions

In addition to the coverage set forth in Section 9.1 of this Article IX, the Trustees shall, in their discretion, see that all policies of physical damage insurance:

- A. Shall contain waivers of subrogation by the insurer as to claims against the Condominium, the Trustees, their employees, Unit Owners and members of the family of any Unit Owner who reside with said Unit Owner, except in cases of arson and fraud;
- B. Shall contain a waiver of defense of invalidity on account of the conduct of any of the Unit Owners over which the Trustees have "no control";
- C. Shall provide that in no event shall the insurance under said policies be brought into contribution with insurance purchased individually by Unit Owners or their mortgagees; and
- D. Shall exclude policies obtained by individual Unit Owners from consideration under any "no other insurance" clause. The Trustees may include a deductible provision, up to ONE MILLION (\$1,000,000.00) DOLLARS in their own discretion and in such greater amounts as the Owners of all Units may authorize in writing, in any of such insurance policies.

Section 9.4 Owner's Insurance and Responsibility for Increase in Premiums of Master Policy

Each Unit Owner must maintain homeowner's insurance on their Unit. Proof of current insurance must be given to the Executive Committee upon request. No such policy shall be written so as to decrease the coverage under any of the policies obtained by the Trustees pursuant to Section 9.1 above. (Amended @ 2010 Annual Meeting)

Section 9.5 Insurance a Common Expense

The cost of the insurance purchased pursuant to Section 9.1 shall be Common Expense assessable and payable as provided in Article III, Section 3.7.4.

ARTICLE X

Rights and Obligations of Third Parties Dealing with the Trustees

Section 10.1 Reliance of Identity of Trustees

No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear on record in the Registry of Deeds shall be bound to ascertain or inquire further as to the persons who are then Trustees under this Trust, or be affected by any notice, implied or actual, otherwise than by a certificate thereof, and such record of certificates shall be conclusive evidence of the personnel of the Trustees and of any changes therein. The receipts of the Trustees, or any ONE (1) or more of them, for moneys or things paid or delivered to them or him/her shall be effectual discharges therefrom to the persons paying or delivering the same and no person from whom the Trustees, or any ONE (1) or more of them, shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was Trust property shall be bound to ascertain or to inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose or regularity of any of the acts of the Trustees, and any instrument of appointment of a new Trustee or resignation or removal of an old Trustee purporting to be executed by the Trustees, Unit Owners or other persons required by this Trust to execute the same, shall be conclusive in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation, removal or appointment or the occasion thereof.

Section 10.2 Personal Liability Excluded

No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against any such agent or employee, or against any Beneficiary, either directly or indirectly, by legal or equitable proceedings, or by virtue of any suit or otherwise, and all persons extending credit shall look only to the Trust property for any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the Beneficiaries, present or future, shall be personally liable therefore; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under the provisions of this Trust or under the provisions of Chapter 183A.

Section 10.3 All Obligations Subject to This Trust

Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms, condition, provisions of restrictions of this Trust, whether or not express reference shall have been made to this instrument.

Section 10.4 Further Matters of Reliance

This Declaration of Trust and any Amendments of this Trust and any certificate required by the terms of the Trust to be recorded and any other certificates or paper signed by the Trustees or any of them which may be deemed desirable to record shall be recorded with the Hampshire County Registry of Deeds and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the Trust property or any Beneficiary thereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when same shall be recorded with said Registry of Deeds. Any certificate signed by the TWO (2) TRUSTEES in the office of PRESIDENT and FINANCE OFFICER and attested to by the CLERK, setting forth as facts any matters affecting the Trust, including statements as to who are the Beneficiaries, as to what action has been taken by the Beneficiaries and as to matters determining the authority of the Trustees, or any ONE (1) of them to do any act, when duly acknowledged and recorded with the Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. (Amended @ 2006 Annual Meeting)

Section 10.5 Common Expenses in Event of Unit Mortgage Foreclosure

Any first mortgagee, in the event of foreclosure of its mortgage, shall take such Unit subject to any claims for unpaid Common Expenses or Common Charges against such Unit to the extent provided by law.

Section 10.6 6(d) Certificate

Notwithstanding any other provisions of this Article VI, any certificate setting forth the amount of unpaid Common Charges assessed against any Unit Owner as provided by Section 6(d) of Chapter 183A shall be conclusive evidence of the facts stated herein if signed by the Trustee/Finance Officer then in office.

ARTICLE XI
Rules and Procedures

Section 11.1 General

THE HOMEOWNERS AT LAUREL PARK CONDOMINIUM TRUST is an outgrowth of the Laurel Park Association and the Springfield District Camp Meeting Association. For the purpose of administering the property owned by it, the Trust establishes the following Rules and Regulations for the peace and enjoyment of all who reside in or frequent the premises of the Trust located at Laurel Park in Northampton, Massachusetts.

All members of THE HOMEOWNERS AT LAUREL PARK CONDOMINIUM TRUST should possess a copy of this Declaration of Trust, By-Laws, Property and Courtesy Rules and Orientation guidelines all of which are to be considered one document.

Section 11.2 Property Rules

Section 11.2.1 (Deleted @ 1998 Annual Meeting)

Section 11.2.2

The Executive Committee may from time to time establish a reasonable schedule of fines, not to exceed FIVE HUNDRED (\$500.00) DOLLARS per violation. A Unit Owner shall be notified of the violation of any provision of this document, as well as the amount, if any, of the fine imposed. If the violation is of an on-going nature, the Executive Committee shall establish a reasonable period of time for the Owner to correct the violation to the satisfaction of the Executive Committee. If the violation involves the use of common land, the Executive Committee may take whatever action is necessary to correct the violation at the Owner's expense. Each day that a violation exists after the correction date established by the Executive Committee may be deemed a separate violation with a daily fine imposed not to exceed \$50 per day. Any fines imposed, or expenses incurred, must be paid to the Trust as any other Trust fees or expenses billed to Unit Owners, and the enforcement of collection of any fine imposed, or expenses incurred, will be subject to the terms of Article III, Section 3.7.4 of the Declaration of Trust. (Amended @ 1996, 1998, 2015 Annual Meetings)

Section 11.2.3 (Deleted @ 2015 Annual Meeting)

Section 11.3

These rules may be enforced by Court Injunction.

Section 11.4

In order to maintain the Cooperative Residential Nature of the LAUREL PARK COMMUNITY, it is the policy of the LAUREL PARK that Units are to be purchased as personal residences of the Owners. In accordance with this policy, the following regulations and definitions will apply to lease by Unit Owners for the purpose of renting.

Section 11.5 Tenant

Section 11.5.1

ALLOWED TO LIVE IN A UNIT IN THE ABSENCE OF THE OWNER IS THE SPOUSE, SIBLING, CHILD OR PARENT OF THE OWNER; OR, THE DOMESTIC PARTNER OF THE OWNER, AS DESIGNATED BY A SIGNED AFFIDAVIT FROM THE OWNER. ANYONE ELSE LIVING IN THE UNIT WHEN THE OWNER IS NOT CONTINUOUSLY RESIDING IN THE UNIT IS CONSIDERED TO BE A TENANT. (Amended @ 1996, 2011 Annual Meeting).

- (1) (Deleted @ 1996 Annual Meeting)
- (2) No Unit shall be rented for more than six months in a single twelve month period. (Amended @ 1993, 1994, 2008, 2011 Annual Meeting)

However, to allow for hardship situations, Unit Owners may, with PRIOR NOTIFICATION to the Executive Committee, rent for twelve consecutive months. This twelve-month rental must be followed by a twelve-

month period of not renting the Unit. In succeeding years, rentals of six months in a twelve month period are again allowed. No unit owner may declare a hardship situation and rent for twelve consecutive months more than once in any four-year period. (Amended @ 1993, 1994, 2008 Annual Meetings)

Section 11.5.2

All Tenants must complete the orientation process set forth in Section 11.9. The orientation process must be completed before tenants are permitted to occupy a Unit. If a Tenant occupies a Unit without completing the orientation process, the Trustees may assess a fine upon the Unit Owner of FIVE HUNDRED (\$500.00) DOLLARS. (Amended @ 1992, 1998 Annual Meeting)

Section 11.5.3

Unit Owners are jointly and severally responsible for their tenants and guests concerning:

- A. All bills rendered by THE HOMEOWNERS AT LAUREL PARK CONDOMINIUM TRUST; and
- B. Observance of all Park Rules and Regulations.

Section 11.6 Occupancy of Units

Contingent upon compliance with the following conditions the Trustees shall allow year-round use of all Units presently used only during the summer season. The Trustees shall be authorized to grant all necessary easements or licenses to allow connections to the underground water system or connections to the Northampton water system.

Section 11.6.1 (DELETED @ 2020 Annual Meeting)

Section 11.6.2 (DELETED @ 2020 Annual Meeting)

Section 11.6.3

The Trustees shall be authorized to grant all necessary easements or licenses to allow connection to the Park's year-round water system or to the City water system. The Unit Owner shall pay all expenses of connecting to these water systems. The connection shall be made in such a way as to prevent freezing of water lines located between the Unit and either water system. (Amended @ 1998 Annual Meeting)

Section 11.6.4

All sewage disposal systems must be approved by the Board of Health of the City of Northampton. The Trustees are hereby authorized to grant all necessary easements or licenses to allow for the installation of a Board of Health approved septic system. (Amended @ 1998 Annual Meeting)

Section 11.6.5

All space heating equipment, vulcan heating equipment, domestic hot water heating equipment, cooking equipment, laundry equipment, dishwashing equipment and any other heating equipment installed in the Unit, and all chimneys and vents employed in connection with any of this equipment must meet all applicable local, state, and federal building codes and must be inspected and approved for year-round use by the Fire Department of the City of Northampton and the Building Department of the City of Northampton. (Amended @ 1992, 1998 Annual Meeting)

Section 11.6.6

The Unit's structure, electrical systems and plumbing systems must be inspected and approved by the Building Department of the City of Northampton, and the Unit must be given a permanent Certificate of Occupancy by the Building Department. (Amended @ 1998 Annual Meeting)

Section 11.6.7 (Deleted @ 1998 Annual Meeting)

Section 11.6.8 (Deleted @ 1998 Annual Meeting)

Section 11.6.9 (Deleted @ 1998 Annual Meeting)

Section 11.6.10 (Deleted @ 1998 Annual Meeting)

Section 11.6.11

All Units shall be equipped with smoke detectors as required by the laws and building codes of the Commonwealth of Massachusetts and the City of Northampton. The installation of these detectors shall be inspected and approved by the Fire Department of the City of Northampton and the Building Department of the City of Northampton. (Added @ 1998 Annual Meeting)

Section 11.6.12

Fire-resistant material shall be used for roofing; the use of wooden shingles for roofing is prohibited. Roofing shall be inspected and approved by the Building Department of the City of Northampton. (Added @ 1998 Annual Meeting)

Section 11.7 Alteration, Extension or Repair of Units:

The erection or extension to any Unit, building or structure shall be subject to the prior approval of the Executive Committee. Furthermore, any major alteration, or major repair, to any Unit, building or structure shall be subject to the prior approval of the Executive Committee.” Major” shall be defined as any project that includes storage of material on HALP land and/or that affects the structural integrity and/or that necessitates a dumpster and/or that requires a building permit. Any and all dumpsters require prior approval of the Executive Committee. All approvals will expire if construction is not started within one year. Existing approvals will expire one year from the date of the adoption of this amendment. (adopted 10-16-2010)

A written statement describing the proposed erection, alteration, extension or repair, including a sketch or drawing to scale of the proposed work to be done shall be submitted to the Executive Committee. The Executive Committee shall either approve or reject the Unit Owner's proposal within THIRTY-FIVE (35) DAYS of the submission by the Unit Owner. No Unit Owner may extend the ground floor of their Unit beyond the Unit’s footprint. No expansion may be allowed above the ground floor, either in height or width, without the notification of all unit owners and the approval of the Executive Committee and input from any affected neighbors. Notification is according to Section 3.2.10 Official Notification. Footprint is defined in the Master Deed. All new construction and all alterations to existing Units shall meet all of the conditions set forth in this Section and in Section 6.1. (Amended @ 1994, 1996, 1998, 2006, 2007, 2010,2019 Annual Meeting)

Section 11.7.1

The owner shall be responsible for keeping the area around the proposed work site in a safe and clean condition. No construction equipment, materials or debris shall be placed or stored within 15 feet of any adjacent house or no closer than half the distance to an adjacent house if the distance is less than 15 feet. The Unit Owner shall be responsible for the removal of construction waste at least twice a week to a location outside the Park, at the owner’s expense, unless an on-site dumpster has been approved by the Executive Committee. (Amended @ 1998, 2006 Annual Meeting)

Section 11.7.2 (Deleted @ 1998 Annual Meeting)

Section 11.7.3

Home occupations and home service occupations, as defined by the City of Northampton Zoning Ordinance, may be conducted if they meet the following conditions: they are clearly incidental and secondary to the use of the Unit as a bona fide personal residence by the practitioner; they create no outward manifestations of their presence, such as noise or utility demand, over and above what would be expected of a dwelling Unit; they use no sign or display visible from the outside of the building, nor in any other manner change the appearance of the Unit from that of a dwelling; they employ no person other than the bona fide residents of the dwelling; and they generate no significant client traffic and do not result in the use of HALP parking spaces by clients. Persons conducting a home occupation must notify the Executive Committee in writing and must obtain necessary permits from the City of Northampton. (Reinstated @ 1999 Annual Meeting)

Section 11.7.4 (Deleted @ 1998 Annual Meeting)

Section 11.7.5 (Deleted @ 1998 Annual Meeting)

Section 11.7.6

Each Unit shall have the Unit number, in numerals at least two inches high, conspicuously displayed on the outside of the Unit, as required by the ordinances of the City of Northampton. (Amended @ 1992 Annual Meeting)

Section 11.7.7

All new construction and all alterations to existing construction shall meet all of the conditions set forth for the entire Unit in Section 11.6 for the winterization of Units. (Added @ 1998 Annual Meeting)

Section 11.7.8 Improvements by Residents

Improvements by unit owners to common areas, such as retaining walls or steps down to a parking lot, require approval by the Executive Committee. Construction of such improvements must comply with relevant building codes. Once constructed, improvements become common elements and are open to all unit owners.

By contrast, any exclusive use of common land requires an easement. Easements may be granted, but need not be, at the discretion of the Executive Committee, and cannot be granted for any enclosed living space. The cost of an easement is borne by the requesting unit owner.

(Added @ 2018 Annual Meeting)

Section 11.8 Courtesy Rules

Section 11.8.1

Only normal household rubbish and garbage is to be placed in the covered receptacles in the location designated. (Amended @ 1991 Annual Meeting)

Section 11.8.2 (Deleted @ 1991 Annual Meeting).

Section 11.8.3

Furniture, appliances, and construction or renovation materials shall not be placed in or left at the dumpster. (Amended @ 1991, 1998 Annual Meeting)

Section 11.8.4

In accordance with Northampton City Code, (section 128-9) dogs shall be held and restrained by chains or leashes at all times and in the presence and under the immediate control of their owner or a person capable of controlling the movements of the dog. No dog feces shall be left anywhere on HALP property. Those responsible for dogs shall ensure that the property of HALP and of the other Unit Owners, and the safety of all persons and pets, is respected. (Amended @ 1998, 2008 Annual Meeting)

Section 11.8.5

Excessive barking of dogs day or night will not be permitted. No Unit Owner may make or permit any disturbing noises in his/her Unit or on the common areas which will interfere with the rights, comforts, or other convenience of the other residents.

Section 11.8.6

Activities which create disturbing noises shall not be performed on Sundays *before noon* between the last Sunday in June and the second Sunday in September inclusive, nor after 9:00 P.M. on any night. The use of chain saws on any Sunday requires the permission of the Executive Committee. (Amended @ 1991, 2006, 2007 Annual Meeting)

Section 11.8.6 (A)

Under common law, homeowners have the right to the quiet enjoyment of their homes. Therefore no work on construction or maintenance projects that create disturbing noises and require a building

permit from the City of Northampton shall be permitted *before 7:30 AM* or after 6 P.M. on any night, nor on any Sunday nor on Thanksgiving, Christmas, New Year's Day. (Added @ 2007 Annual Meeting)

Section 11.8.6 (B)

A Unit Owner who submits a construction project to the Executive Committee for approval must give a projected date of completion. If the project is not completed by that date, the Unit Owner must apply to the Executive Committee for an extension. The Executive Committee may grant an extension not to exceed three (3) months. If the extension is granted the homeowner must provide the Executive Committee with status reports at its regularly scheduled meetings. The Executive Committee may determine if a project is not being completed in good faith and may impose daily fines for the time the project continues. (Added @ 1991, 2006 Annual Meeting).

Section 11.8.7

Clothes are not to be hung outside on Sunday *before noon* between the last Sunday in June and the second Sunday in September. (Amended 2007 annual meeting)

Section 11.8.8

No person shall solicit, peddle, or sell goods of any sort on Trust property except with the written permission of the Executive Committee.

Section 11.8.9

Motor vehicles must be driven with care, caution, and at a reasonable speed as posted within the Park. Motor vehicles must be parked with due regard for the safety and convenience of others and so parked that emergency vehicles, such as fire trucks, snowplows, ambulances, etc., can pass. No non-moving, non-operative motorized vehicles shall be allowed to park on Park premises. Vehicles must be able to move in case of an emergency. Certain roads are marked ONE WAY for the benefit of all. All road signs must be obeyed. (Amended 2016 annual meeting)

Section 11.8.10

There will be parking facilities in the Park only for cars, small trucks and motorcycles. Parking for all other vehicles (trailers and RVs under 23 feet) shall be limited to spaces in an area or areas designated by the Executive Committee and may be rented for \$50 a year from January 1 to December 31. Current renters will be asked to renew the rental by the Annual Meeting date for the following year. If they choose not to renew the rental, they must vacate the space by December 31. RV's may park near the unit of their owner while (1) the RV is actively being loaded or unloaded, (2) for a 72- hour period to load immediately before or immediately after a trip.

There will be no parking of boats. No unregistered vehicle is allowed in the Park. If a vehicle appears to be unregistered, the Unit Owner will be given a notification in writing of a time limit to update the registration and provide proof to the Executive Committee. If the time elapses without the necessary registration, the Executive Committee has the right to tow a vehicle at the expense of the Unit Owner.

Vehicles in parking lots must be moved within 24 hours of the end of a snowstorm to allow for thorough plowing of the lot. The Executive Committee has the right to tow a vehicle that has not been moved within 24 hours. The cost of towing will be paid by the Unit Owner. (Amended @ 1991, 2000, 2011, 2015,2019, 2021 Annual Meeting)

Section 11.8.11

The use and display of fireworks is prohibited. Open fires of any kind, including incinerators, are prohibited on any part of the Park premises except at such times and places as may be designated by the Property Officer.

Section 11.8.12

The Executive Committee shall grant permission to the Homeowners to conduct public entertainment and picnics. The Executive Committee shall establish Rules and Regulations for public events and requests should be made through the Property Officer. (Amended @ 1991, 2006 Annual Meeting)

Section 11.8.13

The trimming, removal and planting of trees is governed by Laurel Park Tree Policy. Changes to the Tree Policy must be approved by the Executive Committee with input from the property committee at regular meetings. Additionally, changes to the Tree Policy can be made by the Association at a duly called Special Meeting (as provided for in Article III, sections 3.2.4 and 3.2.5). (Amended @ 1998, 2008, 2017 Annual Meetings)

Section 11.8.14

Each Unit Owner to maintain the safety of the Unit, must keep the foundation of the Unit free of dry brush, leaves, and other combustible materials, and must keep the area around the Unit neat and the ground free of trash. The area around the Unit shall be defined as land on any side of the Unit for a distance of fifteen (15) feet, or halfway to the next structure, whichever is smaller. Care of all other areas is the responsibility of the Trust. (Amended @ 1992, 1998, 2010 Annual Meeting)

Section 11.8.15

The Executive Committee shall have the right and the responsibility to determine when the conditions set forth in Section 11.8.14 are being met, and they may from time to time establish reasonable guidelines for this purpose. In the case of a continuing violation of Section 11.8.14, after the Executive Committee has imposed a fine as set forth in Section 5.1.16, the Executive Committee may correct the violation and assess the charges incurred to the Unit Owner. (Amended @ 1994, 1998 Annual Meeting)

Section 11.8.16

Tag sales are prohibited except during community tag sales. If a Unit Owner is moving and wishes to hold a moving sale, the Unit Owner is responsible for gaining approval from the Executive Committee and the Unit Owner is responsible for controlling traffic and parking. (Added @ 1999 Annual Meeting, Amended 2014, 2019 Annual Meeting)

Section 11.8.17

No signage is permitted on common land with the exception of real estate or park sponsored events which are subject to the discretion of the Executive Committee. (Added @ 2020 Annual Meeting)

Section 11.9 Orientation Procedures

Section 11.9.1

The orientation process exists in order to ensure that prospective Unit Owners are aware of the co-operative nature of the Condominium Ownership. It also exists in order to ensure that all adult residents are fully aware of the Rules and Regulations and of the Owner's obligations to the Condominium. The orientation process must, therefore, be deliberate and well considered. It should protect both the Condominium and the homeowner from future misunderstandings and difficulties. The process to be followed will consist of these steps: (Amended @ 2011 Annual Meeting)

Section 11.9.2 First Step for Unit Owners/Sellers. (Deleted 1998 Annual Meeting)

Section 11.9.3 Provision of Documents.

The Unit Owner who is selling or renting his/her Unit shall obtain copies of the Master Deed and the Declaration of Trust from the Orientation Officer and shall give them to the prospective purchaser or tenant to read and digest. The Unit Owner shall also identify, locate, and permanently mark the Unit's water shutoff and septic cleanout. (Amended @ 1998, 2006, 2010 Annual Meeting)

Section 11.9.4 Scheduling of Orientation Meeting.

Once the prospective purchaser or tenant has read the above documents and has reviewed them with his/her legal counsel, he/she shall contact the Orientation Officer to schedule an orientation meeting. The orientation meeting shall take place before the date of the transfer and/or occupancy of the Unit. (Amended @ 1996, 1998, 2006 Annual Meeting)

Section 11.9.5

The Orientation Committee. The Vice President shall assemble an Orientation Committee to conduct the orientation meeting, which may consist of two members of the Executive Committee and two other Unit Owners, preferably who will be near neighbors of the prospective new Unit Owner or tenant. (Amended @ 1998, 2006, 2008 Annual Meeting)

Section 11.9.6 The Orientation Meeting.

At the orientation meeting, the Orientation Committee will acquaint the prospective buyer or tenant with the cooperative residential nature of the HALP Condominium Trust. The rules and Procedures, the importance of participation in the Condominium Trust, and the financial responsibilities of Unit Owners will be stressed. Questions concerning the provisions of the Master Deed and the Declaration of Trust shall be discussed so that these documents will be thoroughly understood. The prospective buyer or tenant will be asked to sign a form acknowledging that he/she has received and read these documents and agrees to abide by their provisions. The Vice President shall notify the Clerk and the Finance Officer when the orientation meeting has been completed. (Amended @ 1991, 1996, 1998, 2006, 2011 Annual Meeting)

Section 11.9.7 Right to First Refusal (Deleted @ 1991 Annual Meeting)

Section 11.9.8 Notification to Applicant and Transfer (Deleted @ 1998 Annual Meeting)

Section 11.9.9 Penalties

Any Unit Owner who sells or rents or permits an adult to occupy a HALP Unit without following these provisions shall be subject to the penalties specified in Sections 2.5.3 and 11.5.2. (Added @ 1998 Annual Meeting, Amended @ 2011 Annual Meeting)

**ARTICLE XII
Inspection of Books**

Section 12.1 Inspection of Books

Reports to Unit Owners Books, accounts and records of the Trustees shall be open to inspection to any ONE (1) or more of the Trustees and the Unit Owner at all reasonable times. 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 operations of the Trust for such year. If the Trustees so determine, the report shall include financial statements by a certified public accountant which may, but need not be certified, as the Trustees shall determine, and shall be in such summary form and in only such detail, as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by registered mail within a period of ONE (1) MONTH of the date of his or her receipt of the report shall be deemed to have assented thereto.

**ARTICLE XIII
Termination**

Section 13.1 Disposition of Trust Property upon Termination

Upon the termination of this Trust, the Trustees may, subject to and in accordance with the provisions of Chapter 183A, sell and convert into money the whole of the Trust Property, or any part thereof after paying or retiring all known liabilities and obligations of the Trust and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds of such sale among the Unit Owners according to their respective Beneficial Interest. The Trustees shall also distribute in kind, at valuations made by them which shall be conclusive any other property then held by them in Trust, to the Unit Owners according to their respective Beneficial Interests. In making any sale under this section, the Trustees shall have power to sell by public auction or private sale or contract.

**ARTICLE XIV
Federal Home Loan Mortgage Corporation (FHLMC) and
Federal National Mortgage Association (FNMA)**

Section 14.1

Notwithstanding anything to the contrary elsewhere in this DECLARATION OF TRUST contained, the provisions of Section 12 of the Master Deed shall govern and be applicable insofar and for so long as the same are required in order to qualify mortgages of Units in the Condominium for sale to the Federal Home Loan Mortgages Corporation (FHLMC) under laws and regulations applicable thereto; and, if said Section 12 is amended with respect to requirements of the Federal National Mortgage Association (FNMA), then such provisions shall govern and be applicable insofar and for so long as the same are required in order to qualify mortgages of Units in the Condominium for sale to FNMA under laws and regulations applicable thereto. In the event that FHLMC or FNMA takes title to a Unit through a foreclosure sale duly conducted by FHLMC or FNMA, for that transaction, but it shall not be exempt in the case of a nonforeclosure transfer of said Unit after so acquiring title. (Amended @ Annual Meeting 2002)

ARTICLE XV Construction and Interpretation

Section 15.1

Terms In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is reasonably required by the subject matter or context. The title headings of different parts hereof are inserted only for convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the Trusts, powers and provisions herein contained shall take effect and be construed according to the laws of the Commonwealth of Massachusetts. Unless the context otherwise indicates, words defined in Chapter 183A shall have the same meaning here.

Section 15.2 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 this Trust, nor the intent of any provisions hereof.

Section 15.3 Waiver

No provision contained herein 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 which may occur.

Section 15.4 Conflicts

If any provision of this Trust shall be invalid or shall conflict with Chapter 183A or if any provision of this Trust conflicts with any provision of the Master Deed, then the following rules of construction shall apply:

- A. In the event of a conflict between this Trust and Chapter 183A, the provisions of Chapter 183A shall control.
- B. The invalidity of any provision of the Trust shall not impair or affect the validity or enforceability of the other provisions of this Trust.
- C. In the event of any conflict between the Master Deed, and any provision of this Trust, the Master Deed shall control.

Section 15.5

All documents and instruments required to be recorded hereunder shall be so recorded with the Hampshire County Registry of Deeds within 8 weeks of the Annual Meeting where these by-laws have been accepted and signed by the appropriate members of the Executive Committee.

IN WITNESS WHEREOF, the undersigned, President Darcy Johnson, and Treasurer and Financial Officer Ruth Anne Lundeberg hereby certify that the foregoing Amendments have been duly voted upon and adopted by the Members and Unit Owners of the HOMEOWNERS AT LAUREL PARK CONDOMINIUM TRUST in accordance with sections 3.2. and 3.3 of these Bylaws at the Annual Meeting held on October 16th, 2021.

THE HOMEOWNERS AT LAUREL PARK CONDOMINIUM TRUST

By: _____

Darcy Johnson
President

Ruth Anne Lundeberg
Treasurer and Finance Officer

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, SS. _____, 2021

On this ____ day of the month of _____, 2021, before me, the undersigned notary public, personally appeared Darcy Johnson, President, and Ruth Anne Lundeberg, Treasurer and Finance Officer, proved to me through satisfactory evidence of identification, which were Massachusetts driver’s licenses, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily and for its stated purpose.

Notary Public _____

My commission expires:

I, Seth Wilpan, Clerk of THE HOMEOWNERS AT LAUREL PARK CONDOMINIUM TRUST, do hereby attest that the foregoing is a true and accurate copy of THE DECLARATION OF TRUST OF THE HOMEOWNERS AT LAUREL PARK CONDOMINIUM TRUST as amended through the 2021 Annual Meeting and that such Amendments were duly approved by the Members and Unit Owners of THE HOMEOWNERS AT LAUREL PARK CONDOMINIUM TRUST.

Dated at Northampton, Massachusetts, this _____day of _____, 2021

ATTEST: _____
Seth Wilpan, CLERK