

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 7<sup>th</sup> day of May, 1986, which Trust is recorded in the Hampshire County Registry of Deeds, in Book 2719, Page 246, WE, **Russell Gately**, President, and **Kathryn Murri**, Finance Officer, 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 Name**

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 Declaration 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 Relationship**

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 Special Amendment Procedure**

Between the Annual Meetings of 2003 and 2004, Amendments regarding the Committee structures, which have been presented and discussed as described in Section 1.8, may also be approved by a TWO-THIRDS (2/3) VOTE of the members present at a duly called Special Meeting. Bylaws Sections which are subject to this special amendment procedure are only those listed as follows:

3.2, 3.7, the first paragraph of 3.7.2 as it pertains to preparing and presenting the budget, 3.8, 3.8.8, 3.8.9, 3.9 (but none of its subsections), 3.11.4, 3.11.5, 3.11.6, 3.11.7. This section (1.8.1) and any Amendments approved through this special amendment procedure will automatically be deleted at the 2004 Annual Meeting. (Added @ 2003 Annual Meeting, Deleted @ 2004 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 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. This Paragraph shall not apply to any first mortgagee of any Unit.

## **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, or, in addition to the foregoing by any reason whatsoever prohibited by any federal, state, or municipal law.

**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)**

**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.

**Section 3.2.1 Annual Meeting** The Annual Meeting shall be held on the 3<sup>rd</sup> 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 Meeting**

The first meeting shall be held on the 3<sup>rd</sup> Saturday in September. At this meeting the Finance Committee shall present the proposed budget for discussion. (Amended @ 1994, 1998, 2005 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 Clerk, or, in case of the death, absence, incapacity or refusal of the Clerk, 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.

**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) nor more than TWENTY-ONE (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 persons calling the meeting. If mailed, such Notice shall be deemed to be delivered when deposited in the LAUREL PARK mailbox or in the United States mail, addressed to the member at his/her address, if other than at LAUREL PARK, with postage prepaid. If any Owner wants notice to be delivered to him/her other than at LAUREL PARK, that member must notify the Clerk of the address to which notice must be given. Such request must be renewed annually on or before May 1.

**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 3.3 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. They shall be elected at the Annual Meeting, take office at the end of the meeting, and serve until a successor is elected. No Trustee shall serve for more than THREE (3) successive years in a given office except as provided for in Section 3.4.3 (Amended @ 1998, 2000, 2002, 2006 Annual Meeting)

**Section 3.4.2** There shall be SIX (6) TRUSTEES elected by the members to the following offices: PRESIDENT, VICE-PRESIDENT, CLERK, FINANCE OFFICER, PROPERTY OFFICER, AND ORIENTATION OFFICER. (Amended @ 1991, 1997, 2002, 2006 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 may 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 three-year term limit stated in Section 3.4.1. (Amended @ 1992, 1998, 2002, 2006 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 SIX (6) TRUSTEES named in Section 3.4.2. (Amended @ 2006 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 paving dirt roads, 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 does 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 operation of the project in the hands of the Executive Committee. In the event that the proposed contract exceeds FIVE THOUSAND

(\$5,000.00) DOLLARS it must be submitted to THREE (3) BIDDERS. (Added @ 2006 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 3.6** (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 as follows:  
The seasonal (summer) fee, which will be paid by all Units (seasonal) and (Year-round), will be 2/3 (two-thirds) of the total common charges. The year-round fee, which will be divided between all year-round Units, will be 1/3 (one-third) of the total common charges.

The determination of Summer Residential Units and Winterized Year Round Living Units shall be as set forth in Section 11.6.2. Changes in designation of Summer Residence or Winterized Year Round Living Units may be made by amendment to this Declaration of Trust as provided in Article I, Section 1.8. (Amended @ 1990, 1991, 1994, 1999, 2006 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 charge provided, shall constitute a lien on the Unit pursuant to the provisions of Section 6 of Chapter 183A. 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 two equal installments per year. The first installment is due February 1 of each year, the second installment is due August 1 of each year. Payments are considered made when received by the Finance Officer. (Amended @ 2006 Annual Meeting)

Thirty (30) days following the due date, a "Second Request for Payment" statement may be mailed to Unit Owners who have overdue balances. If payment in full has not been made within sixty (60) days following the due date, the bill will be turned over to legal counsel for collection.

**Section 3.7.4(B)** To provide for hardship situations, Unit Owners are allowed to be on a post-due payment plan for one six-month statement in any three-(3) year period. This payment plan shall consist of equal monthly installments, with the entire past due amount plus accrued interest being paid prior to the due date of the next bi-annual installment. Unit Owners electing a payment plan must notify the Finance Officer in writing not later than the *payment due date for that six-month period*. Such written notification shall be accompanied by the first installment payment. *If any monthly payment is not made on time, the payment plan is void. A "Second Request for Payment" memorandum will be mailed for payment of the entire remaining balance plus accrued interest. If payment in full has not been made within thirty (30) days following the mailing of this Second Request, the bill will be turned over to legal counsel for collection.*

**Example:**

For a first half payment plan, the Finance Officer must be notified and the first installment paid by February 1 and the entire amount paid off prior to July 1. (Amended @ 1991, 1999, 2006 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** (Deleted @ 1998 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 Unit 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 the following: Trustees and members of the Nominating Committee. Nominations from the floor shall be permitted after the report of the Committee.

(Amended @ 1991, 1998, 2006 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.

**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** The Executive Committee shall appoint a person to review the Finance Officer's management of the financial affairs of the Association. This person shall be called the Auditor. The Auditor shall not be a member of the Association. The Auditor shall review the books of the Trust on a yearly basis covering the period between January 1 and December 31. The Auditor's report shall be sent to all members with the Finance Officer's Annual Report.

**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 circulate those minutes to all unit owners by mail no later than four weeks after the meeting is held. The Clerk shall keep the minutes at all Executive Committee meetings and provide copies of those minutes to all members of the Executive Committee. (Amended @ 1998, 2005 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 3.12** (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. The Trustees shall be allowed to sell common areas of Trust Property to a Unit Owner and by so doing increase the size of a Unit. However, this will not result in an increase in the Beneficial Interest to which a Unit may be entitled. Any such sale shall be subject to like terms and conditions as any other sale of Trust Property including a vote of the Unit Owners;

**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, and when they shall deem necessary, the Units;

**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 FIFTY (\$50.00) DOLLARS for any one violation, but for each day a violation continues after notice, it shall be considered a separate violation. 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 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 Maintenance, Repairs and Improvements**

**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. (Amended @ 1994 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.

## **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 insureds, 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 insureds 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 may obtain additional insurance for his/her own benefit at his/her own expense. 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.

**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 or 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 FIFTY (\$50.00) DOLLARS per violation. The violation of any provision of this document shall be brought to the attention of a Unit Owner. Upon the written complaint of any member of the Trust to the Executive Committee of the violation of any Rule of the Trust, the

Executive Committee shall notify the Owner of the Unit and the tenant, if any, of the violation. If the Owner or the tenant, if any, fails to correct the violation to the satisfaction of the Executive Committee within a reasonable time, the Executive Committee shall take whatever action is necessary to correct the violation at the Owner's expense. The reasonable time necessary to correct the violation shall be determined by the Executive Committee. (Amended @ 1996, 1998 Annual Meeting)

**Section 11.2.3** Each day that a violation exists after notice from the Executive Committee may be deemed a separate violation for determination of the amount of any fine imposed. Any such 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 fines imposed, or expenses incurred will be subject to the terms of Article III, Section 3.7.4 of this Declaration of Trust.

**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 A UNIT IN THE ABSENCE OF THE OWNER IS CONSIDERED TO BE A TENANT. (Amended @ 1996 Annual Meeting).

(1) (Deleted @ 1996 Annual Meeting)

(2) No Unit shall be rented for more than six months in a single twelve month period. 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 Annual Meeting).

**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** Summer Units shall be used only between April 15 and October 25 of each year. (Amended @ 1998 Annual Meeting)

**Section 11.6.2** All Units shall be designated Summer Units until and unless they have been winterized in a manner that is in compliance with the conditions set forth in Sections 11.6 and 11.7, have been connected to the Park's year-round water system or the City water system, and have received a permanent certificate of occupancy from the City of Northampton. All Units meeting these conditions shall be designated Winterized Year- Round Units by vote of the Executive Committee at which time the year-round fees will be applied. (Amended @ 1996, 1998 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 of any Unit or structure or the making of any major or structural alteration, extension or repair to any Unit, building or structure shall be subject to the prior approval of the Executive Committee. 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 their Unit beyond the "footprint" of their Unit. All new construction and all alterations to existing Units shall meet all of the conditions set forth in this Section and in Section 11.6. (Amended @ 1994, 1998, 2006 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 11.8 Courtesy Rules**

**Section 11.8.1** Only normal household rubbish and garbage is to be placed in the covered receptacles in 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 dumpster. (Amended @ 1991, 1998 Annual Meeting)

**Section 11.8.4** In accordance with the Northampton Leash Law, dogs shall be restrained at all times. No dog poop shall be left in that part of the Common Area where the Units and HALP'S buildings and recreational facilities are located, on

the Laurel Park Association property within that area, or along common roadways and walkways. Those responsible for dogs shall ensure that the property of HALP and of other Unit Owners, and the safety of all persons and pets, is respected. (Amended @ 1998 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 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 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 projects that create disturbing noises and require a building permit from the City of Northampton shall be permitted after 6 P.M. on any night, nor on any Sunday. (Added @ 2006 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 between the last Sunday in June and the second Sunday in September.

**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, snow plows, ambulances, etc. can pass. Certain roads are marked ONE WAY for the benefit of all. All road signs must be obeyed.

**Section 11.8.10** There will be parking facilities in the Park only for cars and small trucks used as primary vehicles. There will be no parking facilities for all other vehicles, trailers, and boats. The only exceptions are campers or RVs used as a homeowner's primary vehicle and not for habitation on Park premises; such campers or RVs must be small enough to fit easily in a normal parking space. Small trailers may also be allowed, if they do not interfere with the reasonable parking rights of adjacent homeowners and are not objectionable to adjacent Unit Owners. No unregistered vehicle is allowed in the Park. Any vehicle which is left on Trust Property when the homeowner to which it is related is absent for more than SIXTY (60) DAYS shall be subject to the fine provisions set forth in Section 11.2.2. 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 Property 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 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 cutting of trees is prohibited except with the permission of the Executive Committee. (Amended @ 1998 Meeting)

**Section 11.8.14** It shall be the responsibility of each Unit Owner to maintain the appearance and safety of the Unit, to keep the foundation of the Unit free of dry brush, leaves, and other combustible materials, to keep all shrubs around the Unit neatly trimmed, and to keep the area around the Unit neat and the ground free of trash or unusual materials. 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 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** There are normally two (2) community tag sales per year. Individual tag sales, moving sales, etc., on other dates are prohibited. (Added @ 1999 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 and that they are interested in their Unit as more than an investment or a place to reside. It also exists in order to insure that the applicant is 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 applicant from future misunderstandings and difficulties. The process to be followed will consist of these steps:

**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. (Amended @ 1998, 2006 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 Orientation Officer 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 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 co-operative 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 Orientation Officer shall notify the Clerk and the Finance Officer when the orientation meeting has been completed. (Amended @ 1991, 1996, 1998, 2006 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 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)

## **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.

Alteration of Units .....	26	Budget .....	5, 6
Arbitration .....	19	Location .....	6
Assessment .....	9, 18	Notification .....	6
Special .....	10	Quorum .....	6
Auditor .....	13	Roberts Rules .....	6
		Special .....	5
Beneficial Interest .....	6, 12, 14	Meetings open to all Unit Owners .....	6
Bylaws		Membership .....	2, 4
Amend .....	2	Unit owners are members .....	2
Committees		Minutes	
Executive .....	7	Available upon request .....	6
Open meetings .....	6	Noise	
Common Elements		Construction work limitations .....	28
Maintenance and Repair .....	18	Disturbing noises .....	28
Complaints		From home occupations .....	27
Procedures and fines .....	23	Nominating Committee .....	12
Conflict in provisions of Trust .....	33	Officers .....	7
Construction material and waste		Clerk .....	13
Owner's responsibility .....	26	Elected at annual meeting .....	7
Dogs		Finance Officer .....	9
Barking .....	28	Orientation Officer .....	30
Leashed at all times .....	27	President .....	13
Owners must clean after .....	27	Property Officer .....	11
Dumpsters		Removal .....	7
No furniture, appliances, construction materials .....	27	Term of office .....	7
Normal household rubbish only .....	27	Vice-President .....	13
Easements		Officers are Trustees .....	7
Laurel Park Association .....	3	Open Fires Prohibited .....	30
Septic systems .....	25	Orientation .....	3, 4, 30
Water .....	25	Required of tenants .....	24
Executive Committee		Sale of Units .....	3
Duties .....	8	Parking .....	28, 29
Fees		Proxy Votes .....	6, 7
Transfer .....	4	Public Entertainments .....	29
Fines		Purpose of Trust .....	1
Set by Executive Committee .....	23	Quorum .....	6
Unit sale without orientation .....	4	Executive Committee .....	8
Fireworks prohibited .....	29	Rent .....	4
Fiscal year .....	5, 31	Repair of Units .....	26
Fiscal Year .....	5	Reports to Unit owners .....	31
Home occupations and business .....	27	Rules and procedures .....	23
Improvements to common areas .....	11	Sale of HALP property .....	2
Insurance .....	19	Septic Systems	
Mailings		Approved by city .....	25
Notification of address .....	6	Service Fees	
Maintenance and Repair of Units .....	17	Computation .....	9
Noise limitations .....	28	Due Dates .....	10
Time limit to complete .....	28	LPA Exclusion .....	3
Managing Agent		Payment .....	10
Appointed by Trustees .....	19	Payment before sale of Unit .....	4
Meetings		Payment plan .....	10
Annual .....	5, 6	Statements .....	9
		Snow	
		Remove vehicles from parking areas .....	29

Solicitation and Peddling .....	28	Maintenance and Repair .....	17
Special		Mechanical systems inspected .....	26
Assessment.....	10	Number visible .....	27
Speed Limits .....	28	Occupancy .....	25
Summer Units .....	25	Owner to maintain appearance and safety.....	29
Tag sale.....	30	Personal residence only .....	3, 24
Tenant behavior		Rental period .....	25
Responsibility of Unit Owner .....	25	Sale.....	3
Tenants		Smoke detectors .....	26
Definition.....	24	Summer and Winter .....	25
Transfer Fee.....	4	Vehicles	
Trees		Parking.....	28
Cutting prohibited .....	29	Primary use vehicles only .....	29
Trustees		Voting	
Indemnity .....	14	One vote per Unit.....	6, 14
Office vacancy.....	7	Proxy.....	6, 7
Personal Liability Excluded .....	22	Water .....	20
Powers.....	15	Winter Units.....	25
Units		Worksite safety	
Acquisition by Trustees .....	4	Owner's responsibility .....	26

IN WITNESS WHEREOF, the undersigned, Russell Gately, President, and Kathryn Murri, Finance Officer, 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.

THE HOMEOWNERS AT LAUREL PARK CONDOMINIUM TRUST

By: \_\_\_\_\_  
Russell Gately  
Its President

\_\_\_\_\_

Kathryn Murri  
Its Finance Officer

**COMMONWEALTH OF MASSACHUSETTS**

HAMPSHIRE, SS. \_\_\_\_\_, 2006

Then personally appeared the above named Russell Gately, President and Kathryn Murri, Finance Officer, and acknowledged the foregoing instrument to be their free act and deed, before me.

\_\_\_\_\_

Notary Public  
My commission expires:

I, Wendy Kane, 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 2006 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 \_\_\_\_\_, 2006

ATTEST: \_\_\_\_\_  
Wendy Kane, CLERK