

**Section 4. Default in Payment of Common Charges.** In the event of default by any Unit Owner in paying to the Board the common charges as determined by the Board, such Unit Owner shall be obligated to pay interest at the legal rate on such common charges from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board in any proceeding brought to collect such unpaid common charges. The Board shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit as provided in Section 6 of Chapter 183A.

**Section 5. Foreclosure of Liens for Unpaid Common Charges.** In any action brought by the Board to foreclose a lien on a Unit because of unpaid common charges, the Unit Owner shall be required to pay a reasonable rental for the use of his Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such reasonable rental. The Board, acting on behalf of all Unit Owners, shall have the power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same; provided however, that the Board shall not be entitled to vote the percentage membership interest in the Condominium Association attributable to such Unit. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

**Section 6. Statement of Common Charges.** The Board shall promptly provide any Unit Owner with a written statement of all unpaid common charges due from such Unit Owner upon the receipt by the Board of a written request therefor.

**Section 7. Insurance.** The Board shall be required to obtain and maintain a multi-peril type insurance policy covering the entire Condominium, and all Property, which includes but is not limited to fire insurance with extended coverage in an amount not less than one hundred percent (100%) of insurable value, based upon replacement cost, insuring the Buildings containing the Units, including all of the Units and the bathroom and kitchen fixtures existing in place at the time of conveyance by the Sponsor to the initial Unit Owner, but not including flooring, carpeting, drapes, wall-covering, fixtures, furniture, furnishings, or other personal property supplied to or installed by the Unit Owners, together with all other improved real estate owned or controlled by the Condominium, including the Manager's Unit, if any, and the recreation facilities, as well as the Condominium's personal property and service equipment, with said insurance covering the interest of the Condominium, the Board and all Owners and their mortgagees, as their interests may appear. Additionally, the Board shall obtain the following insurance:

- (2) Workmen's Compensation and Employer's Liability insurance;
- (2) A comprehensive public liability insurance covering the Condominium Association, The Board, the officers, the Unit Owners, the Manager or Managing Agent and all of the Common Elements, commercial spaces and public ways which are part of the Condominium or which are located upon the Property, including a severability of interest endorsement which precludes the insurer from denying the claim of a Unit Owner because of the negligent acts of the Condominium Association or other Unit Owners, and providing for coverage in an amount not less than \$1,000,000 per occurrence for personal injuries and/or property damage;



**Section 8.** Such other insurance as the Board of Managers may determine or as may be required in order to conform to the requirements of the Federal Home Loan Mortgage Corporation. Each of such policies shall contain a standard mortgagee clause which must be endorsed to provide that the proceeds thereunder shall be paid to the Condominium Association for the use and benefit of mortgagees, as their interests may appear. All such policies shall provide that adjustment of loss shall be made by the Board and the net proceeds thereof shall be payable to the Condominium Association and the named insured under all such policies shall be the Condominium Association, for the use and benefit of the Unit Owners, who shall be designated by name if required. Additionally, all such policies of insurance shall be written by hazard insurance carriers which have a financial rating by Best's Insurance Reports of Class VI or better and all such carriers must be licensed or authorized by law to transact business within the Commonwealth of Massachusetts.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any reduction of pro rata liability of the insurer as a result of any insurance carried by Unit Owners or of invalidity arising from any act of the insured or any Unit Owners, and all policies of insurance shall provide that such policies may not be cancelled, reduced, or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all mortgagees of Units. These By-Laws shall constitute a waiver of subrogation to the extent that such a waiver is required by the policy. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the then current policies.

Subject to the provisions of Section 8 of this Article VI, insurance proceeds received by the Condominium Association shall be held by the Board in trust in an identified and segregated fund for the benefit of the Unit Owners and the named mortgagees. If the cost of restoring the Common Elements is estimated by the Board to exceed the sum of Ten Thousand Dollars (\$10,000), then the Board shall give written notice of such loss to all Listed Mortgagees, as hereinafter defined, and, in addition, if the cost of restoration of any Unit is estimated by the Board to exceed One Thousand Dollars (\$1,000), then the Board shall give written notice of such loss to the Listed Mortgagee holding the mortgage on that Unit.

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

**Section 8. Repair or Reconstruction After Fire or Other Casualty.** In the event of damage to or destruction of the Building or Buildings containing the Units as a result of fire or other casualty, the Board shall arrange for the prompt repair and restoration of the Buildings containing the Units, including any damaged Units, and any kitchen or bathroom fixtures initially installed therein by the Sponsor, but not including any wall, ceilings, or floor decorations or coverings or other flooring, carpeting, drapes, wall-covering, fixtures, furniture, furnishings, or other personal property supplied or installed by Unit Owners, and the Board shall disburse the proceeds of all insurance policies to the contractors engaged in such repair or restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board may assess all the Unit Owners for such deficit and for a completion bond for such deficit as part of the common charges.



If there shall have been a repair or restoration pursuant to the first paragraph of this Section 8, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be added to the Condominium's reserve fund or, at the option of the Board divided among all the Unit Owners in proportion to their respective percent interest in the Common Elements after first paying out the share due each Unit Owner such amounts as may be required to reduce unpaid liens on such Unit in the order of priority of such liens.

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

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

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

#### Section 9. Maintenance and Repairs.

(a) All maintenance and replacement of and repairs to any Unit, whether structural or nonstructural, ordinary or extraordinary, including without limitation the replacement of or repairs to the electrical, plumbing, heating and air-conditioning fixtures within the Unit, shall be done by the Unit Owner at the Unit Owner's expense, except as otherwise specifically provided herein.

(b) All maintenance, repairs and replacements to the Common Elements, including the Common Elements contained within any Unit and the glass at the exterior of any Unit, and the painting and decorating of the exterior finished surfaces of exterior doors and window frames, shall be made or done by the Board and shall be charged to all the Unit Owners as a common expense, except to the extent that any such maintenance, repairs or replacements are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner.



**Section 10. Restrictions on Use of Units.** In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to residential housing for either single families or for not more than two individuals unrelated by blood or marriage in each Unit. The following restrictions shall also apply to all owners, tenants, visitors, servants and occupants of Units:

(a) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

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

(c) No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated by and at the sole expense of the Unit Owners or the Board, whichever shall have the obligation to maintain or repair such portion of the Property.

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

(e) Notwithstanding the preceding restrictions, the Sponsor may at any time maintain one or more Units owned by it to be used as a sales office and/or a model apartment.

**Section 11. Improvements.**

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

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

**Section 12. Additions, Alterations or Improvements by Unit Owners.** No Unit Owner shall make any structural addition, alteration, or improvement in or to his Unit without the prior written consent of the Board. The Board shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit within thirty (30) days after its receipt of such request, and failure to do so within the stipulated time shall constitute a consent by the Board to the proposed addition, alteration or improvement. Any application to any department of the City of Chicopee (Easthampton) or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any



Unit shall be executed on by the Board, but the Board shall not incur any liability to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section 12 shall not apply to Units owned by the Sponsor until such Units shall have been initially sold by the Sponsor and the proceeds therefrom received by the Sponsor.

**Section 13. Use of Common Elements and Facilities.** A Unit Owner shall not place or cause to be placed any furniture, packages or objects of any kind in the Common Elements. The driveways and walks shall be used for no purposes other than the customary and normal passage thereon.

**Section 14. Right of Access.** A Unit Owner shall grant a right of access to his Unit to the manager and/or the managing agent and/or any other person authorized by the Board, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any conditions originating in his Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his Unit or elsewhere in the Building in which the Unit is located, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency such right of entry shall be immediate, whether or not the Unit Owner is present. In the event of the exercise of the right of access provided in this Section 14, any costs for repairs shall be borne in accordance with the provisions of Section 9 of this Article.

**Section 15. Rules of Conduct.** Rules and regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board. A majority vote of Unit Owners at a meeting may overrule the Board. Copies of such rules and regulations shall be furnished by the Board to each Unit Owner prior to the time when the same shall become effective. Initial rules and regulations promulgated by the Sponsor shall be effective until amended by the Board.

**Section 16. Water Charges.** Water shall be supplied to each of the Units through separate meters and each Unit Owner shall be required to pay the bills for water used or consumed in his Unit. The water serving the Common Elements shall be separately metered and the Board shall pay all bills for water consumed in the Common Elements as a common expense.

**Section 17. Utilities.** Electricity and other utilities shall, to the extent practicable, be supplied by the public utility companies serving the area directly to each Unit through a separate meter and each Unit Owner shall be required to pay the bills for electricity and other utilities consumed or used in his Unit. The electricity serving the Common Elements shall be separately metered, and the Board shall pay all bills for electricity consumed in such portions of the Common Elements as a common expense. The Board shall have the right to make such provisions as in its discretion deems necessary or appropriate for the payment by each Unit Owner and the proportionate share of the cost of any utilities not separately metered and used or consumed in any such Unit.

## ARTICLE VII

### Mortgages

**Section 1. Notice to Board.** A Unit Owner who mortgages his Unit shall notify the Board of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board, and the Board shall maintain such information in a book entitled "Mortgages of Units".

**Section 2. Notice of Unpaid Common Charges.** The Board, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common charges due from, or any other default by, the owner of the mortgaged Unit.

**Section 3. Notice of Default.** The Board, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board. Any first mortgagee shall, upon request, be entitled to written notification from the Condominium Association of any default in the performance by the Owner of the Unit covered by such mortgage of any obligation which he might have under law, the Master Deed, these By-Laws or the Rules and Regulations, if such default is not cured within sixty (60) days.

**Section 4. Listed Mortgagee.** As used in these By-Laws, "Listed Mortgagee" shall mean a lender holding a record first mortgage, or record second mortgage as may be permitted by the Board as set forth in Article VIII, Section 10 of these By-Laws, on a Unit in the Condominium of which the Unit Owner affected has given the Board written notice, specifying the address to which notices are to be sent in all instances when written notice is required by these By-Laws to be sent to a Listed Mortgagee by the Board. Such a mortgagee shall remain a Listed Mortgagee until the Board receives written notice from the mortgagee of withdrawal of the listing or until the mortgage is discharged of record.

**Section 5. Examination of Books.** Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium on business days at reasonable times.

**Section 6. Miscellaneous.** All taxes, assessments or other charges which may become liens against any Unit prior to any first mortgage with respect to such Unit under the laws of the Commonwealth of Massachusetts shall relate solely to the particular Unit affected thereby and not to the Condominium as a whole. No provision of the Master Deed, these By-Laws or the Rules and Regulations shall give a Unit Owner or any other person or entity priority over any rights which a first mortgagee with respect to any Unit may have pursuant to the terms and conditions of its mortgage in the event that there is a distribution to the Unit Owner of insurance proceeds or a condemnation award for losses to or a taking of any Units or any of the Common Elements.



## ARTICLE VIII

### Sales, Leases and Mortgages of Units

**Section 1: Sales and Leases.** No Unit Owner, other than the Sponsor, may sell or lease his Unit or any interest therein except by complying with the following provisions:

Any Unit Owner who receives a bona fide offer for the sale of his Unit together with:

- (ii) the undivided interest in the Common Elements appurtenant thereto;
- (iii) the interest of such Unit Owner in any Units theretofore acquired by the Board, or its designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and

(iii) the interest of such Unit Owner in any other assets of the Condominium, all hereinafter collectively referred to as the "Appurtenant Interests", or a bona fide offer for a lease of his Unit, which he intends to accept, with such offer for the sale or lease of his Unit hereinafter referred to as an "Outside Offer" and the party making any such Outside Offer hereinafter referred to as an "Outside Offeror", shall give notice by certified or registered mail to the Board of such Outside Offer and of such intention, the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Board may reasonably require, and shall offer to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, to the Board, or its designee, corporate or otherwise, on behalf of the Owners of all other Units, on the same terms and conditions as contained in such Outside Offer. The giving of such notice shall constitute a warranty and representation by the Unit Owner who has received such offer to the Board on behalf of the other Unit Owners that such Unit Owner believes the Outside Offer to be bona fide in all respects. Within ten (10) days after receipt of such notice, the Board may elect, by notice to such Unit Owner sent certified or registered mail, to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, on the same terms and conditions as contained in the Outside Offer and as stated in the notice from the offering Unit Owner. In the event the Board shall elect to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, title shall close or the lease shall be executed at the office of the attorneys for the Condominium in accordance with the terms of the Outside Offer within forty-five (45) days after the giving of notice by the Board of its election to accept such offer. If there is an outstanding mortgage on the Unit in question, the Board shall have the option to assume said mortgage, provided such assumption is not barred by the terms set forth in such mortgage instrument by the mortgagee. At the closing, the Unit Owner, if such Unit, together with Appurtenant Interests, is to be sold, shall make conveyance thereof to the Board by deed in the form required by Section 9 of Massachusetts General Laws Chapter 183A, with all tax and/or documentary stamps affixed, and shall pay all other taxes arising out of such sale. In the event such Unit is to be leased, the offering Unit Owner shall execute and deliver to the Board, or to its designee, a lease between the offering Unit Owner, as landlord, and the Board, or its designee, as tenant, covering such Unit, for the rental and term contained in such Outside Offer. In the event the Board shall fail to accept any such offer within ten (10) days after receipt of notice, as aforesaid, the offering Unit Owner shall be free to contract to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the Outside Offeror within sixty (60) days after the expiration of the period in which the Board might have accepted such



offer upon the terms and conditions set forth in the notice of such Outside Offer from the offering Unit Owner to the Board. Any such deed to an Outside Offeror shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Master Deed, the By-Laws and Rules and Regulations promulgated thereunder as amended from time to time. Any such lease shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended or assigned without the prior written consent of the Board, that the tenant shall not sublet the demised premises, or any part thereof, without the prior written consent of the Board, and that the Board shall have power to terminate any such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease. Any such lease shall be in a form satisfactory to the Board, and shall provide that the Board may enter into a sublease of the premises, and shall contain such other modifications as shall be approved in writing by the Board. In the event the offering Unit Owner shall not, within such sixty (60) day period, contract to sell such Unit together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the Outside Offeror on the terms and conditions contained in the Outside Offer, or if the Unit Owner shall so contract to sell or lease his Unit within such sixty (60) day period, but such sale or lease shall not be consummated pursuant to the terms of such contract, then should such offering Unit Owner thereafter elect to sell such Unit, together with Appurtenant Interests, or to lease such Unit, as the case may be, to the same or another Outside Offeror on the same or other terms and conditions, the offering Unit Owner shall be required to again comply with all of the terms and provisions of this Section 1 of Article VIII.

The rights of the Board set forth in the foregoing paragraph shall be subject to any right of first refusal to purchase any Unit reserved by the Sponsor in the original Unit Deed of such Unit.

The rights of the Board set forth in the foregoing two paragraphs shall not be exercised so as to restrict alienation, conveyance, sale, leasing, purchase and occupancy of Units because of race, creed, sex, color or national origin.

Notwithstanding the provisions of this Section, Section 10 of Article VI, Section 3 of this Article VIII or any other provision of these By-Laws, a Unit Owner may, without the consent of the Board, and without compliance with this Section, license to another Unit Owner the use of any parking space with respect to which he has the exclusive right, such license to be upon such terms and conditions as the Unit Owner shall desire, provided that it expires automatically upon the sale of their Unit by either the licensor or licensee, and provided further that notice of such license is promptly given to the Board.

Any purported sale or lease of a Unit in violation of this Section shall be voidable at the election of the Board; provided, however, that the Sponsor may sell or lease any Unit without compliance with this Section. Additionally, notwithstanding the provisions of this Section or any other provisions of these By-Laws, nothing contained in this Section shall affect the right of a first mortgagee to:

- (ii) foreclose or take title to a Unit pursuant to the remedies provided in the mortgage;
- (ii) accept a deed or assignment in lieu of foreclosure in the event of a default by a mortgagor;
- or (ii) sell or lease a Unit acquired by such mortgagee.



**Section 2. Consent of Unit Owners to Purchase or Lease of Units by Board.** The Board shall not exercise any option hereinabove set forth to purchase or lease any Unit without the prior approval of a majority of the Unit Owners present and voting at a meeting at which a quorum is present.

**Section 3. No Severance of Ownership.** No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and take 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 Interests of all Units.

**Section 4. Release by Board of Right of First Refusal.** The right of first refusal contained in Section 1 of this Article VIII may be released or waived by the Board, in which event the Unit, together with the Appurtenant Interests, may be sold, conveyed, or leased, free and clear of the provisions of such section.

**Section 5. Certificate of Termination of Right of First Refusal.** A certificate, executed and acknowledged by the Clerk of the Condominium, stating that the provisions of Section 1 of this Article VIII have been met by a Unit Owner, or have been duly waived by the Board, and that the rights of the Board thereunder have terminated, shall be conclusive upon the Board and the Unit Owners in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Unit Owner who has in fact complied with the provisions of Section 1 of this Article VIII or in respect to whom the provisions of such section have been waived, upon written request therefor.

**Section 6. Financing of Purchase of Units by Board.** Acquisition of Units by the Board may be made from the working capital and common charges in the hands of the Board, or if such funds are insufficient, the Board may levy an assessment against each Unit Owner in proportion to his ownership in the Common Elements, as a common charge, which assessment shall be enforceable in the same manner as provided in Section 4 and 5 of Article VI, or the Board, in its discretion, may borrow money to finance the acquisition of such Unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, to be acquired by the Board in connection therewith.



**Section 7. Exceptions.** The provisions of Section 1 of this Article VIII shall not apply with respect to any sale, conveyance, gift or devise by a Unit Owner of his Unit, together with the Appurtenant Interests, to his spouse or to any of his children or to his parent or parents or to his brothers or sisters, or any one or more of them, or to the sale of any Unit owned by the Sponsor, or to the acquisition or to the sale of a Unit, together with the Appurtenant Interests, by a mortgagee herein authorized who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure. The provisions of this section shall apply, however, with respect to any purchaser of such Unit from such mortgagee and with respect to any party acquiring a Unit through a sale, conveyance, gift or devise as aforesaid.

**Section 8. Waiver of Right of Partition with Respect to Such Units as Are Acquired by the Board.** In the event that a Unit shall be acquired by the Board all Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

**Section 9. Payment of Assessments.** No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Board all unpaid common charges theretofore assessed by the Board against his Unit and until he shall have satisfied all unpaid liens against such Unit, except the lien of a mortgage permitted by Section 10, of this Article VIII.

**Section 10. Mortgage of Units.** No Unit Owner shall, without the consent in writing of the Board, mortgage his Unit except by a first mortgage made to a bank, trust company, insurance company, federal savings and loan association or other institutional lender, or to a pension fund of which the trustees are an institutional lender, or except by a purchase money mortgage made upon a resale of any Unit.

## ARTICLE IX

### Condemnation

**Section 1. Condemnation.** If more than ten percent (10%) of the Condominium is taken under the power of eminent domain, the taking shall be treated as a "casualty loss", and the provisions of Section 17 of Chapter 183A shall apply. Where one or more Units have been substantially altered or rendered uninhabitable as a result of a partial taking, and the Unit Owners vote to restore and continue the Condominium pursuant to the provisions of Section 17 of said Chapter 183A, the Board shall have the authority to acquire the remaining portions of such Units, for such price as the Board shall determine, provided that any Unit Owner of such remaining portion who does not agree with such determination may apply to the Superior Court of Hampden County on such notice to the Board as the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court. Where as a result of a partial taking of any Unit is decreased in size or where the number of Units is decreased by a partial taking, then the Board may make such provision for realignment of the percentage interest in the Common Elements as shall be just and equitable.



In the event of a total or partial taking under the powers of eminent domain, the Unit Owners shall be represented by the Condominium acting through the Board. In the event of a partial taking, the award shall be allocated to the Unit Owners according to their respective percent interests in the Common Elements, except as to such portion or portions of the award which are attributable to direct or consequential damages suffered by particular Units, which shall be payable to the owners of such Units or their mortgagees, as their interest may appear. In the case of a total taking of all Units and the Common Elements, the entire award shall be payable to the Board to be distributed to the Unit Owners in accordance with their respective percentage interest in the Common Elements.

## ARTICLE X

### Records

**Section 1. Records and Audits.** The Board shall keep detailed records of the actions of the Board, minutes of the meetings of the Board, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit, which, among other things, shall contain the amount of each assessment of common charges against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. An annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be rendered by the Board to all Unit Owners promptly after the end of each fiscal year. Copies of the Master Deed, these By-Laws, Rules and Regulations and floor plans of the Buildings and Units, as the same may be amended from time to time, shall be maintained at the office of the Board and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

## ARTICLE XI

### Miscellaneous

**Section 1. Invalidity.** The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

**Section 2. Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

**Section 3. Gender.** The use of the masculine herein shall also refer to the feminine, unless otherwise expressly provided, and the use of the singular herein shall also refer to the plural, unless the context otherwise requires.

**Section 4. Waiver.** No restriction, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches thereof which may occur.



**Section 5. Signs.** No sign, plaque or communication of any description shall be placed on the exterior of any Unit or Common Element by either a Unit Owner or the Board, nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising being maintained or permitted on any part of the Property or in any Unit therein as long as the Sponsor owns any Unit in any Phase of the Property. No Unit shall be used or rented for transient, hotel or motel purposes. After the Sponsor has parted with all interest in the Property, no Unit Owner shall place any sign or other communication on the exterior of any Unit on Common Element without procuring the prior written approval of the Board. The provisions of this Section 5 of Article XI shall not apply to the Sponsor, and the Sponsor shall so long as it owns any Unit, be entitled to place any signs, plaques or communications upon the exterior of any Unit which it owns or upon the exterior of the Common Elements as in its discretion deems appropriate.

## ARTICLE XII

### Amendments to By-Laws

**Section 1. Amendments to By-laws.** These By-Laws may be modified or amended by the vote of 66 2/3% in number and in common interest of all Unit Owners at a meeting of Unit Owners duly held for such purpose, unless such modification or amendment affects a provision then requiring a lesser percent, in which case such lesser percent shall be required.

For as long as Sponsor remains the owner of any Unit, these By-Laws may not be amended so as to adversely affect the Sponsor without the Sponsor's prior written consent. Additionally, these By-Laws are intended to comply with the regulations of the Federal Home Loan Mortgage Corporation, and they may not be amended in a manner that would adversely affect the rights of any mortgagees with respect to any Units with the prior written consent of all such mortgagees.

## ARTICLE XIII

### Conflicts

**Section 1. Conflicts.** These By-Laws are set forth to comply with the requirements of Chapter 183A. In case any of these By-Laws conflict with the provisions of Chapter 183A or the Master Deed, the provisions of Chapter 183A or the Master-Deed recorded in the Hampshire County Registry of Deeds, as the case may be, shall control.