

# BROOK VILLAGE CONDOMINIUM

Prepared by:

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This booklet contains:

1. Master Deed of Brook Village Condominium dated July 15, 1985 and recorded with Middlesex South District Registry of Deeds in Book 16291, Page 1.
2. Articles of Organization of Brook Village Condominium Association, Inc. dated July 15, 1985 and filed with the Secretary of State of the Commonwealth of Massachusetts on said date.
3. By-Laws of Brook Village Condominium Association, Inc. adopted and dated July 15, 1985.
4. Brook Village Condominium Rules and Regulations adopted and dated July 15, 1985.

MASTER DEED

This MASTER DEED of the Brook Village Condominium made this July day of July, 1985.

WITNESSETH that Norman B. Kenney, B. David Deloury, Jr. and William N. Monsen, Trustees of Aspen Realty Company u/d/t dated May 13, 1985, and recorded with Middlesex South Registry of Deeds in Book 16160, Page 548 of Acton, Massachusetts (hereinafter referred to as the "Declarant"), being the owners of certain premises in Boxborough, Middlesex County, Massachusetts, hereinafter described on Schedule A, by duly executing and recording this Master Deed, do hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and by this Master Deed, do create a Condominium, to be governed by and subject to the provisions of said Chapter 183A (including any amendments thereto hereafter enacted) and to that end, said Declarant does hereby declare and provide as follows:

1. NAME OF CONDOMINIUM AND DESCRIPTION OF PREMISES

The name of the Condominium shall be the Brook Village Condominium. The premises which constitute the condominium comprise the land (the "Land") situated at Swanson Road, Boxborough, Middlesex County, Massachusetts, together with the improvements and buildings now existing and to be hereinafter constructed thereon (collectively, the "Condominium"), as shown on a plan entitled, "Brook Village Condominium, Boxborough, Mass.", dated June 24, 1985, Carter & Towers Engineering Corp., said plan being the Condominium plans hereafter referred to, all of which are recorded herewith, said premises being bounded and described as set forth on the attached Schedule A.

The Declarant reserves the exclusive right to grant easements over, under, through and across the common areas of the Condominium land and building for the purpose of

installing cable television lines serving the units in the Condominium and such other equipment as may be necessary for the installation and operation of the same.

## 2. DEFINITIONS

All terms and expressions herein used which are defined in Chapter 183A of the General Laws of Massachusetts, as amended, shall have the same meanings unless the context otherwise requires.

## 3. LEGAL ORGANIZATION

The Brook Village Condominium Rules and Regulations shall refer to those Rules and Regulations as shall be adopted by the Board of Governors of the Association from time to time.

The Brook Village Condominium Association, Inc. hereinafter referred to as the "Association", shall be the organization of Unit Owners organized pursuant to Chapter 180 of the General Laws of Massachusetts, which corporation will manage and regulate Brook Village Condominium, pursuant to the By-Laws of the Association, this instrument, and Chapter 183A of the General Laws of Massachusetts.

Membership in the Association is appurtenant to Unit ownership in the Brook Village Condominium and shall not be severable in any manner therefrom and this provision may not be amended by the Declarant, its successors or assigns.

The Board of Governors of the Association shall consist of at least three and not more than five persons. Initially, there shall be three governors appointed by the Declarant who shall serve until either (i) four months after seventy-five (75%) percent of the Units have been conveyed to Unit purchasers; or (ii) three years after the first Unit is conveyed. Thereafter, the governors shall be elected by and from the members of the Association.

Officers of the Association shall consist of a President, a Treasurer and a Clerk. The initial officers shall be appointed by the Declarant. Subsequent officers shall be elected by the Board of Governors to serve as such officers. The President and Treasurer shall be

members of the Association, and Unit Owners, in the event of owners who are individuals. In the event of a Corporate Unit Owner, the officer may be a director or officer thereof. In the event of a Trust Unit Owner, the officer may be a Trustee or beneficiary thereof.

The By-Laws of the Association shall refer to those By-Laws of the Association which have been duly adopted in accordance with the provisions of Chapter 183A of the General Laws of Massachusetts by the Board of Governors and are incorporated herein by reference and such amendments thereto as may from time to time be enacted.

#### 4. DESCRIPTION OF BUILDING

The Condominium consists of one hundred and ninety-two (192) Units located in five (5) double buildings and four (4) single buildings, all building consistings of three (3) floors and an attic, having access to Swanson Road and Whitecomb Road, Boxborough, as shown on the Condominium plans above described and having such characteristics as are set forth in Schedule B.

The building has a masonry foundation, wood frame, brick and wood siding, with asphalt shingle roof.

#### 5. DESIGNATION OF UNITS

Unit Designation, Number of Rooms, Approximate Area and other descriptive information are shown on the attached Schedule B, and the location of the same is as shown on the Condominium plans.

#### 6. INTEREST OF UNIT OWNER

The Owners of each Unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentages set forth in the attached Schedule C.

#### 7. BOUNDARIES OF UNITS

The boundaries of the Units are as follows:

- a. Floor: The upper surface of the sub-flooring, except Units located on the first floor in which case, the upper surface of the concrete floor.

b. Ceiling: The lower surface of the ceiling joists.

c. Interior Building Walls Between the Units:

The plane of the interior surface of the wall studs facing each Unit.

d. Exterior Building Walls, Doors and Windows:

As to walls, the plane of the interior surface of the wall studs; as to doors, the exterior surface thereof; as to windows, the exterior surface of the glass and window frames.

#### 8. MODIFICATION OF UNITS

The owner of any Unit may not, at any time, make any changes or modifications of the exterior of said Unit or any interior changes which affect, or in any way modify, the structural or supportive characteristics or integrity of the building or its services; however, such Owner may modify the interior construction of such Unit in any manner not inconsistent herewith, and further may at any time and from time to time, change the use and designation of any room or space within such Unit, subject always to provisions of this Master Deed and the provisions of the By-Laws of the Association, including the Rules and Regulations promulgated thereunder. Any and all work with respect to the foregoing shall be done in a good and workmanlike manner pursuant to a building permit duly issued by the Town of Boxborough, if required, and pursuant to plans and specifications which have been submitted to and approved by the Board of Governors of the Association. Such approval shall not be unreasonably withheld or delayed.

#### 9. RESTRICTIONS ON USE OF UNITS

Each Unit is hereby restricted to residential use by the Unit Owner(s) thereof and their licensees, lessees and tenants. Each Residential Unit shall be occupied by no more than two persons per bedroom as a single-family residence, and which use due to on-site water and sewer design limitations is further limited to the extent that the following may not be installed, maintained or used in any unit: garbage disposals, washing machines, additional toilets, sinks, tubs or any other type of appliance or equipment that either utilizes additional

water or discharges such water or other substances into the septic system. Notwithstanding any provisions of this paragraph to the contrary, the Declarant, its successors, assigns or affiliates has the right to use any Unit owned or leased by it or any common area or portion thereof or suitable facility in the Condominium for models and for offices for sales, construction, storage and any other lawful purpose. So long as Declarant owns any unit space in the Condominium, it shall have the right to erect and maintain signs in and on the Common areas and facilities of the Condominium.

Any lease or rental agreement for any Unit shall be in writing and specifically subject to the Master Deed, the By-Laws of the Association and the Rules and Regulations of the Condominium, and shall have a minimum initial term of six (6) months. A copy of all leases or rental agreements shall promptly be furnished to the Board of Governors who shall keep and maintain the same as part of its records and shall furnish all copies of such leases or rental agreements to the first mortgagees upon request. Notwithstanding the foregoing, the said Declarant, its successors, assigns or affiliated entities shall have the further right to let or lease any Units which have not been sold by it, including any such Unit later acquired or later leased by it upon such terms and for such periods, but not less than thirty (30) days, as it, in its sole discretion, shall determine.

No Unit Owner may keep any type of pet or animal within any Unit of the Condominium without first obtaining the written consent of the Board of Governors, which consent may be given at the sole discretion of the Board of Governors, and such consent, if given, shall not permit the keeping of more than one (1) pet, which shall be either a cat or a dog in any Unit and the keeping of any such pet shall be subject to the Rules and Regulations adopted by the Board of Governors and in the event that any such pet, in the sole discretion of the Board of Governors, causes or creates a nuisance, such pet shall be removed from the property upon three (3) days notice at the expense of the Owner.

The use of Units by all persons authorized to use same shall be at all times subject to the provisions contained in this instrument, the By-Laws of the Association and such Rules

and Regulations as may be prescribed and established to govern such use or which may hereafter be prescribed and established by the Board of Governors of the Association and any Unit Owner found by a Massachusetts District or Superior Court to be in violation of the provisions of this Master Deed, By-Laws and Rules and Regulations of the Association shall be liable for the reasonable counsel fees incurred by the Association in enforcing same.

The Association also reserves the right and easement to enter onto and within any Unit, from time to time, at reasonable hours, for the purpose of reconstructing and repairing adjoining Units, common areas and facilities and to perform any obligations of the Association required or permitted to be performed under this Master Deed and/or the By-Laws of the Association.

#### 10. UNIT APPURTENANCES

Appurtenant to each Unit is the following:

- a. Membership in the Association which shall be in the same percentage as an individual Unit Owner's common interest. Such membership is not assignable or severable from the ownership of such Unit.

All of the Units shall have appurtenant thereto, in common with each other, the right and easement to use the common areas, including the exclusive easement, if any as may be granted in the Master Deed and as shown on said Condominium plans, subject to and in accordance with the restrictions, limitations, provisions and conditions as hereinbefore and hereinafter set forth in this Master Deed and the provisions of the By-Laws of the Association and the Rules and Regulations promulgated under the By-Laws.

#### 11. COMMON AREAS AND FACILITIES

The common areas and facilities of the Brook Village Condominiums comprise and consist of (a) the land described in the attached Schedule A as may from time to time be amended, together with the benefit of and subject to the rights and easements referred to in Paragraph 1 hereof, and common areas and facilities shown on the Brook Village Condominium plan annexed hereto; (b) the foundations, structural columns, girders, beams,



supports, exterior walls, interior floor joists and ceiling joists, including all studding, exterior stairs, roofs of the buildings and the carrying common walls between the said Units of the building; (c) all sewer, water and electric lines, chimneys and flue lines, conduits, ducts, pipes, plumbing, wiring, flues and other facilities for the furnishing of utility services which are contained in portions of the building contributing to the service and/or support of the Unit, other Units or common areas and facilities, but not including the lighting, heating, plumbing, fixtures and kitchen and bathroom cabinets located within said Unit serving the same exclusively; (d) all such facilities contained within any Unit which serves parts of the Condominium other than the Unit within which such facilities are contained; (e) the yards, lawns, gardens, driveways, walkways and the improvements thereon and thereof, including walls, railings, steps, lighting fixtures and plants; (f) the master television antenna systems and other facilities thereof, if any there be; (g) the parking areas; and (h) the attic areas.

Notwithstanding anything to the contrary herein contained, the said common areas and facilities are subject to such exclusive rights, easements and limitations on use contained in other portions of this Master Deed or as may hereafter be established pursuant to the provisions of this Master Deed.

#### 12. EASEMENTS AND ENCROACHMENTS: UNITS AND COMMON AREAS

If any Unit, now or hereafter, encroaches upon any other Unit or upon a portion of the common areas and facilities, or if any portion of the common areas or facilities, now or hereafter, encroaches upon any Unit as a result of the construction, reconstruction, repairing, shifting, settling or movement of any portion of the improvements, a valid easement of the encroachment and for the maintenance of the same shall exist so long as the building stands.

#### 13. COMMON ELEMENTS: DETERMINATION OF PERCENTAGE

The determination of the percentage of interest of the respective Units in the common areas and facilities has been made upon the basis of the approximate relative fair market value of each Unit to the aggregate fair market value of all the Units in the Condominium.

#### 14. AMENDMENT OF MASTER DEED

While the Declarant owns at least fifty (50%) percent of the Units, this Master Deed may be amended by the Declarant with the written consent of a majority of the holders of the first mortgages on mortgaged Units, provided that any such amendment shall not substantially reduce the enjoyment or substantially increase the burdens of any Unit Owner.

Thereafter, this Master Deed may be amended subject to the restrictions of Chapter 183A of the General Law of Massachusetts and, except as provided otherwise in this instrument or the By-Laws of the Association, by a vote of sixty-seven (67%) percent in interest of the Unit Owners. Notwithstanding the foregoing, no such amendment shall restrict or interfere with the right of the Declarant to sell, mortgage or otherwise dispose of any Condominium Unit owned by it.

If an amendment involves a change in percentage interest, such vote shall be by one hundred (100%) percent in interest of the Unit Owners, in addition to the written consent of the holders of all first mortgages on all mortgaged Units. No amendment shall be effective until recorded with Middlesex South Registry of Deeds.

#### 15. TERMINATION

The Unit Owners may remove the property from the provisions of Chapter 183A of the General Laws of Massachusetts and this Master Deed by the procedure set forth in the appropriate section of said Chapter 183A, as may be amended from time to time.

Upon such removal, the Unit Owners shall be deemed to own the Condominium property as tenants in common, each Unit Owner having an undivided interest therein in the same percentage of undivided interest as previously owned by him in the common areas and facilities.

The removal provided for in this paragraph and in the By-Laws of the Association shall not bar the subsequent resubmission of the premises to the provisions of Chapter 183A of the General Laws of Massachusetts.

# 16. MORTGAGEE STATUS

Notwithstanding anything in this Master Deed or the Condominium Association or its By-Laws to the contrary, the following provisions shall apply for the protection of the holders, insurers or guarantors of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

- a. In the event that the Unit Owners shall amend this Master Deed or the Condominium Association or its By-Laws to including therein any right of first refusal in connection with the sale of a unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
  - (i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
  - (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
  - (iii) sell or lease a Unit acquired by the First Mortgagee.
- b. Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Association or its By-Laws;
- c. Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee;
- d. Except as provided by statute in case of condemnation or substantial loss to the Units and/or common elements of the Condominium, the prior written consent of the Owners of the Units (other than the Declarant) to which at least sixty-seven (67%) percent of the votes in the Association are allocated and the approval of the First Mortgagees which have at least fifty-one (51%) percent of the votes

subject to such first mortgages shall be required to:

- (i) by any act or omission, seek to abandon or terminate the Condominium; or
- (ii) change the pro rata interest or obligations of any individual Unit for the purpose of:
  - (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or
  - (b) determining the pro rata share of ownership of each Unit in the common areas and facilities.
- (iii) partition or subdivide any Unit; or
- (iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities; the granting of easements for public utilities or for other public purposes consistent with the intended use of the common areas and facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or
- (v) use hazard insurance proceeds on account of losses to either the Units or the common areas and facilities for other than repair, replacement or reconstruction thereof; or
- (vi) add or amend any material provisions of the Condominium documents of the Condominium which establish, provide for, govern or regulate any of the following:
  - (a) voting;
  - (b) assessments, assessment liens or subordination of such liens;
  - (c) reserves for maintenance, repair and replacement of the common areas (or Units, if applicable);
  - (d) insurance or fidelity bonds;
  - (e) rights to use common areas;

- (f) responsibility for maintenance and repair of the several portions of the Condominium;
- (g) expansion or contraction of the Condominium or addition, annexation or withdrawal of property to or from the project, except as in this Master Deed reserved;
- (h) boundaries of any Unit;
- (i) the interests in the common areas;
- (j) convertibility of Units into common areas or of common areas into Units;
- (k) leasing of Units;
- (l) imposition of any restrictions on a Unit Owner's right to sell or transfer his Unit, including any right of first refusal or similar restriction;
- (m) a decision by the Association to establish self management when professional management had been required previously by a First Mortgagee;
- (n) restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than specified in this Master Deed or By-Laws;
- (o) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or
- (p) any provisions which are for the express benefit of mortgage holders, First Mortgagees or eligible insurers or guarantors of first mortgages on a Unit.

In addition, the prior written consent of the First Mortgagees representing at least 67% of the votes of the mortgaged units shall be required to terminate the legal status of the Condominium for reasons other than substantial destruction or condemnation of the

Condominium property.

If an addition or amendment does not constitute a material change, such as the correction of a technical error or the clarification of a statement, consent shall be assumed when a First Mortgagee fails to submit a response to any written proposal for an amendment within 30 days after the proposal is made. An affidavit by the Clerk of the Board of Governors appended to the amendment making reference to this provision stating that notice was given as above provided and no response had been received from the First Mortgagee within 30 days shall be conclusive evidence of such facts and may be relied upon by third parties with respect thereto.

- e. Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of The Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;
- f. In no event shall any provisions of this Master Deed or the Condominium Association or its By-Laws give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or taking of such Unit and/or the common areas and facilities.
- g. A First Mortgagee, upon request made to the Board of Governors of the Condominium Association, shall be entitled to written notice of:
  - (i) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a first mortgage owned or held by a First Mortgagee;
  - (ii) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage owned or held by a First Mortgagee which remains uncured for a period of sixty (60) days;
  - (iii) any lapse, cancellation or material modification of any insurance policy or

12. fidelity bond maintained by the Association; and

- (iv) any proposed action which would require the consent of a specified percentage of First Mortgagees.

#### 17. CONDOMINIUM CONTRACTS

Any agreement for professional management of the Condominium, or any other contract or lease with the Condominium Association entered into by the Declarant prior to the time that the Declarant shall have relinquished control of the Association, may not exceed three (3) years, and further must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days' or less written notice.

#### 18. BOOKS, RECORDS, AUDITED STATEMENTS

a. The Association shall make available to the Unit Owners and lenders and to holders, insurers or guarantors of any first mortgage current copies of the Master Deed, By-Laws, other rules concerning the Condominium and books, records and financial statements of the Association. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.

b. Any holder, insurer or guarantor of a first mortgage of a Unit shall be entitled upon written request to an audited financial statement for the immediately preceding fiscal year free of charge. Any financial statement so requested shall be furnished within a reasonable time following such request.

#### 19. CONSTRUCTION OF DOCUMENTS

a. The Master Deed and the By-Laws of the Association shall not be altered, amended or otherwise changed if such alteration or amendment will in any manner disqualify mortgages of Units in the Condominium for sale to Federal Home Loan Mortgage Corporation (FHLMC) or Federal National Mortgage Association (FNMA). All provisions of the Master Deed and of the said By-Laws shall be construed so as to qualify any such mortgages for sale to FHLMC and FNMA.

b. In the event of a conflict between any numerical voting requirements for action

set forth in the Master Deed, in the By-Laws of the Association or between the Master Deed and the By-Laws of the Association, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control.

20. MISCELLANEOUS

a. Captions. The captions herein inserted are only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

b. Gender. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine and neuter genders and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

c. Waiver. No provisions contained in this Master Deed shall be deemed to have been waived or abrogated by reason of any failure to enforce same, irrespective of the number of violations or breaches which occur.

d. Invalidity. The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforcement or effect of the other provisions of this Master Deed and, in such event all the other provisions of this Master Deed shall continue in full force and effect as though such invalid provision had never been included herein.

e. Conflicts. This Master Deed is set forth to comply with the requirements of Massachusetts General Laws Chapter 183A and the mandatory provisions of such statute shall prevail.

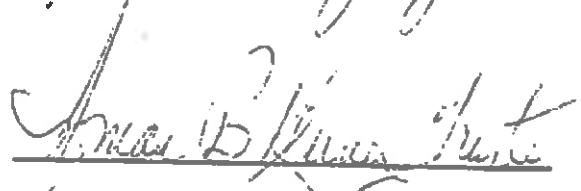
f. Covenants and Restrictions. The covenants and restrictions contained in this Master Deed shall run with the land and shall inure to the benefit of and be enforceable by the Declarant, the Association and the Unit Owners acting through the Association or their respective legal representatives, heirs, successors and assigns. The property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges and liens subject to such rights of amendment and termination herein set forth. A



Unit Owner shall, in the event any action be instituted to enforce these restrictions or to collect common or Unit charges, in addition to the court order enforcing said restriction or ordering said payment of common or Unit charges, be liable for the legal expenses incurred by the Association and shall be collected as any other common charge from said Unit Owner.

g. Duration of Restrictions. The restrictions upon the use of the property imposed by this Master Deed shall last for a period of ninety-nine (99) years.

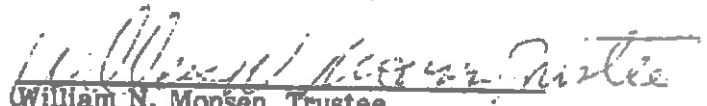
WITNESS OUR HANDS AND SEALS THIS 15<sup>th</sup> day of July, 1985.



Norman B. Kenney, Trustee  
ASPEN REALTY COMPANY



B. David Deloury, Jr., Trustee  
ASPEN REALTY COMPANY



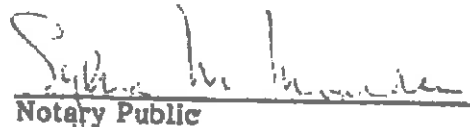
William N. Monsen, Trustee  
ASPEN REALTY COMPANY

MIDDLESEX, ss.

COMMONWEALTH OF MASSACHUSETTS

July 5, 1985

Then personally appeared the above named Norman B. Kenney, B. David Deloury, Jr. and William N. Monsen, Trustees, as aforesaid, and acknowledged the foregoing instrument to be their free act and deed, before me,



Notary Public

My commission expires:

Sylvia M. Moulden  
Notary Public

My Commission Expires Oct. 15, 1987

## SCHEDULE A

Four certain parcels of land with the buildings thereon, situated on Swanson Road and Whitcomb Road, Boxborough, Middlesex County, Massachusetts, being shown as Lots A, D, C, and E on a plan entitled, "Plan of Land in Boxborough, Mass." Owned by: Richard W. Jenney and A. Frederick Belmont, dated January 15, 1970 by Acton Survey & Engineering, Inc., recorded with Middlesex South District Registry of Deeds in Book 11800, Page End, reference to which plan is hereby made for a more particular description of each of said lots.

Said premises are subject to Layout and Order of Taking of Route 495 by the Commonwealth of Massachusetts dated September 19, 1961 and recorded with Middlesex South District Registry of Deeds in Book 9902, Page 409.

Said premises are also subject to Notice of Lease dated June 1, 1985 by and between Aspen Realty Company and Automatic Laundry Services, Co., Inc. recorded with Middlesex South District Registry of Deeds in Book 16213, Page 273.

Said premises are also subject to easements, restrictions and agreements of record, if any there be, insofar as the same are now in force and applicable.

For title see deed to Declarants dated May 13, 1985 and recorded May 14, 1985 with said Deeds in Book 16160, Page 555.

BROOK VILLAGE CONDOMINIUM  
SCHEDULE B

<u>UNIT NUMBER</u>	<u>BUILDING</u>	<u>FLOOR</u>	<u>NUMBER ROOMS</u>	<u>APPROXIMATE SQUARE FOOTAGE</u>
11	A	1	5	830
12	A	1	5	830
13	A	1	3	360
14	A	1	4	690
15	A	1	5	810
16	A	1	5	810
21	A	2	5	840
22	A	2	5	840
23	A	2	4	690
24	A	2	4	690
25	A	2	5	810
26	A	2	5	810
31	A	3	5	840
32	A	3	5	840
33	A	3	4	690
34	A	3	4	690
35	A	3	5	810
36	A	3	5	810
11	B	1	5	820
12	B	1	5	820
13	B	1	3	360
14	B	1	4	690
15	B	1	5	820
16	B	1	5	820
21	B	2	5	830
22	B	2	5	830
23	B	2	4	690
24	B	2	4	690
25	B	2	5	830
26	B	2	5	830
31	B	3	5	830
32	B	3	5	830
33	B	3	4	690
34	B	3	4	690
35	B	3	5	830
36	B	3	5	830
11	C	1	5	830
12	C	1	5	830
13	C	1	3	360
14	C	1	4	690
15	C	1	5	810
16	C	1	5	810
21	C	2	5	840
22	C	2	5	840

<u>UNIT NUMBER</u>	<u>BUILDING</u>	<u>FLOOR</u>	<u>NUMBER ROOMS</u>	<u>APPROXIMATE SQUARE FOOTAGE</u>
23	C	2	4	690
24	C	2	4	690
25	C	2	5	830
26	C	2	5	830
31	C	3	5	840
32	C	3	5	840
33	C	3	4	690
34	C	3	4	690
35	C	3	5	830
36	C	3	5	830
11	D	1	5	810
12	D	1	5	810
13	D	1	3	360
14	D	1	4	690
15	D	1	5	830
16	D	1	5	830
21	D	2	5	830
22	D	2	5	830
23	D	2	4	690
24	D	2	4	690
25	D	2	5	830
26	D	2	5	830
31	D	3	5	830
32	D	3	5	830
33	D	3	4	690
34	D	3	4	690
35	D	3	5	830
36	D	3	5	830
12	E	1	6	910
14	E	1	6	910
16	E	1	4	500
18	E	1	5	760
20	E	2	6	910
22	E	2	6	910
24	E	2	5	760
26	E	2	5	760
30	E	3	6	910
32	E	3	6	910
34	E	3	5	760
36	E	3	5	760
12	F	1	5	760
14	F	1	5	500
16	F	1	6	910
18	F	1	6	910

<u>UNIT NUMBER</u>	<u>BUILDING</u>	<u>FLOOR</u>	<u>NUMBER ROOMS</u>	<u>APPROXIMATE SQUARE FOOTAGE</u>
20	F	2	5	760
22	F	2	5	760
24	F	2	6	910
26	F	2	6	910
30	F	3	5	760
32	F	3	5	760
34	F	3	6	910
38	F	3	6	910
12	G	1	6	910
14	G	1	6	910
16	G	1	4	500
18	G	1	5	760
20	G	2	6	910
22	G	2	6	910
24	G	2	5	760
26	G	2	5	760
30	G	3	6	910
32	G	3	6	910
34	G	3	5	760
36	G	3	5	760
12	H	1	5	760
14	H	1	4	500
16	H	1	6	910
18	H	1	6	910
20	H	2	5	760
22	H	2	5	760
24	H	2	6	910
26	H	2	6	910
30	H	3	5	760
32	H	3	5	760
34	H	3	6	910
36	H	3	6	910
12	I	1	6	910
14	I	1	6	910
16	I	1	4	520
18	I	1	5	760
20	I	2	6	910
22	I	2	6	910
24	I	2	5	760
26	I	2	5	760
30	I	3	6	910
32	I	3	6	910
34	I	3	5	760
36	I	3	5	760
12	J	1	5	760
14	J	1	4	520
16	J	1	6	910
18	J	1	6	910
20	J	2	5	760

<u>UNIT NUMBER</u>	<u>BUILDING</u>	<u>FLOOR</u>	<u>NUMBER ROOMS</u>	<u>APPROXIMATE SQUARE FOOTAGE</u>
22	J	2	5	760
24	J	2	6	910
26	J	2	6	910
30	J	3	5	760
32	J	3	5	760
34	J	3	6	910
36	J	3	6	910
12	K	1	6	910
14	K	1	6	910
16	K	1	5	640
18	K	1	5	760
20	K	2	6	910
22	K	2	6	910
24	K	2	5	760
26	K	2	5	760
30	K	3	6	910
32	K	3	6	910
34	K	3	5	760
36	K	3	5	760
12	L	1	5	760
14	L	1	4	640
16	L	1	6	910
18	L	1	6	910
20	L	2	5	760
22	L	2	5	760
24	L	2	6	910
26	L	2	6	910
30	L	3	5	760
32	L	3	5	760
34	L	3	6	910
36	L	3	6	910
12	M	1	6	910
14	M	1	6	910
16	M	1	4	640
18	M	1	5	760
20	M	2	6	910
22	M	2	6	910
24	M	2	5	760
26	M	2	5	760
30	M	2	6	910
32	M	2	6	910
34	M	2	5	760
36	M	2	5	760
12	N	1	5	760
14	N	1	4	640
16	N	1	6	910
18	N	1	6	910
20	N	2	5	760

<u>UNIT NUMBER</u>	<u>BUILDING</u>	<u>FLOOR</u>	<u>NUMBER ROOMS</u>	<u>APPROXIMATE SQUARE FOOTAGE</u>
22	N	2	5	760
24	N	2	6	910
26	N	2	6	910
30	N	3	5	760
32	N	3	5	760
34	N	3	6	910
36	N	3	6	910

No outside parking areas are to be used for the parking of unregistered or unoperable motor vehicles of any kind nor shall any commercial vehicles, trailers, boats, campers or any other type of vehicle be parked or stored either temporarily or permanently on such outside parking area, or common area. No unit owner or owners shall be entitled to park more than one (1) motor vehicles (exclusive of daily guest parking) within the Condominium without prior written consent of the Board of Governors, which maybe withheld if such parking is not reasonably available.

BROOK VILLAGE CONDOMINIUM  
SCHEDULE C

<u>UNIT NUMBER</u>	<u>BUILDING</u>	<u>PERCENTAGE INTEREST</u>
11	A	0.520
12	A	0.520
13	A	0.357
14	A	0.450
15	A	0.520
16	A	0.520
21	A	0.534
22	A	0.534
23	A	0.463
24	A	0.463
25	A	0.534
26	A	0.534
31	A	0.540
32	A	0.540
33	A	0.470
34	A	0.470
35	A	0.540
36	A	0.540
11	B	0.520
12	B	0.520
13	B	0.357
14	B	0.450
15	B	0.520
16	B	0.520
21	B	0.534
22	B	0.534
23	B	0.463
24	B	0.463
25	B	0.534
26	B	0.534
31	B	0.540
32	B	0.540
33	B	0.470
34	B	0.470
35	B	0.540
36	B	0.540
11	C	0.520
12	C	0.520
13	C	0.357
14	C	0.450
15	C	0.520
16	C	0.520
21	C	0.534
22	C	0.534
23	C	0.463
24	C	0.463
25	C	0.534



UNIT NUMBERBUILDINGPERCENTAGE INTEREST

26	C	0.534
31	C	0.540
32	C	0.540
33	C	0.540
34	C	0.470
35	C	0.470
36	C	0.540
11	C	0.540
12	D	0.520
13	D	0.520
14	D	0.357
15	D	0.450
16	D	0.520
21	D	0.520
22	D	0.534
23	D	0.534
24	D	0.463
25	D	0.463
26	D	0.534
31	D	0.534
32	D	0.540
33	D	0.540
34	D	0.470
35	D	0.470
36	D	0.540
12	D	0.540
14	E	0.545
16	E	0.545
18	E	0.421
20	E	0.506
22	E	0.560
24	E	0.560
26	E	0.520
30	E	0.520
32	E	0.566
34	E	0.566
36	E	0.527
12	E	0.527
14	F	0.506
16	F	0.421
18	F	0.545
20	F	0.545
22	F	0.520
24	F	0.520
26	F	0.560
30	F	0.560
32	F	0.527
34	F	0.527
36	F	0.566
12	F	0.566
14	G	0.545
16	G	0.545
18	G	0.421
	G	0.506

UNIT NUMBER

BUILDING

PERCENTAGE INTEREST

20	G	0.560
22	G	0.560
24	G	0.520
26	G	0.520
30	G	0.566
32	G	0.566
34	G	0.527
36	G	0.527
12	H	0.506
14	H	0.421
16	H	0.545
18	H	0.545
20	H	0.520
22	H	0.520
24	H	0.560
26	H	0.560
30	H	0.527
32	H	0.527
34	H	0.566
36	H	0.566
12	I	0.545
14	I	0.545
16	I	0.436
18	I	0.506
20	I	0.560
22	I	0.560
24	I	0.520
26	I	0.520
30	I	0.566
32	I	0.566
34	I	0.527
36	I	0.527
12	J	0.506
14	J	0.436
16	J	0.545
18	J	0.545
20	J	0.520
22	J	0.520
24	J	0.560
26	J	0.560
30	J	0.527
32	J	0.527
34	J	0.566
36	J	0.566
12	K	0.545
14	K	0.545
16	K	0.457
18	K	0.506
20	K	0.560
22	K	0.560
24	K	0.520
26	K	0.520
30	K	0.566
32	K	0.566

UNIT NUMBERBUILDINGPERCENTAGE INTEREST

34	K	0.527
36	K	0.527
12	L	0.506
14	L	0.457
16	L	0.545
18	L	0.545
20	L	0.520
22	L	0.520
24	L	0.560
26	L	0.560
30	L	0.527
32	L	0.527
34	L	0.566
36	L	0.566
12	M	0.545
14	M	0.545
16	M	0.457
18	M	0.506
20	M	0.560
22	M	0.560
24	M	0.520
26	M	0.520
30	M	0.566
32	M	0.566
34	M	0.527
36	M	0.527
12	N	0.506
14	N	0.457
16	N	0.545
18	N	0.545
20	N	0.520
22	N	0.520
24	N	0.560
26	N	0.560
30	N	0.527
32	N	0.527
34	N	0.566
36	N	0.566



aminter

# The Commonwealth of Massachusetts

MICHAEL JOSEPH CONNOLLY  
Secretary of State  
ONE ASHBURTON PLACE, BOSTON, MASS. 02108

## ARTICLES OF ORGANIZATION (Under G.L. Ch. 180)

Incorporators

**NAME****RESIDENCE**

*Include given name in full in case of natural persons; in case of a corporation, give state of incorporation.*

Norman B. Kenney Hillcrest Drive RD2, Box 230, Harvard, MA 01451

The above-named incorporator(s) do hereby associate (themselves) with the intention of forming a corporation under the provisions of General Laws, Chapter 180 and hereby state(s):

1. The name by which the corporation shall be known is:

Brook Village Condominium Association, Inc.

2. The purposes for which the corporation is formed is as follows:

See Page 1A attached hereto.

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A

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8 1/2 x 11 sheets of paper leaving a left hand margin of at least 1 inch for binding. Additions to more than one article may be continued on a single sheet so long as each article requiring each such addition is clearly indicated.

3. If the corporation has more than one class of members, the designation of such classes, the manner of election or appointment, the duration of membership and the qualification and rights, including voting rights, of the members of each class, are as follows: -

4. Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:-

The By-Laws of the Brook Village Condominium Association, Inc. are incorporated by reference herein and made a part hereof. A copy of the duly adopted By-Laws are on file in the office of the Brook Village Condominium Association, Inc. in Boxborough, Massachusetts.

BROOK VILLAGE CONDOMINIUM ASSOCIATION, INC.

2. Purpose

To manage, maintain, protect and preserve the planned condominium development of Brook Village Condominium in Boxborough, Middlesex County, Massachusetts, including, without limitation all improvements thereon, and as further set forth in the Master Deed of Brook Village Condominium to be recorded in Middlesex South District Registry of Deeds, and any duly recorded modification of said Master Deed, to promote health, safety and welfare of its members and in furtherance of said purposes to purchase, acquire, hold, improve, sell, rent, mortgage, pledge, assign, and otherwise deal in and with any and all property real, personal, or mixed.

To exercise all the rights, powers, and privileges, and to perform all the duties and obligations of the Association as set forth and undertaken in the aforesaid Master Deed.

To operate and maintain or provide for the operation and maintenance of, any common areas or facilities held by the Association for the benefit of the members, or any areas concerning which the Association holds easements for the benefit of its members. Such operation and maintenance shall include the employment and dismissal of all necessary personnel; the making of repairs, additions and improvements to, or alterations of, any such areas or facilities, including the maintenance, operation, improvement and alteration of the exterior of the condominium buildings, the purchasing of all necessary supplies; the allocation of expenses to, and billing of, all unit owners; the preparation of and obtaining of all necessary forms of insurance and similar matters, and maintenance of the development.

To promote conservation and other family activities for the betterment, health, morals, and safety of members and their families.

No part of the net earnings of the Association shall inure to the benefit of any member, governor, or officer of the Association, or any private individual, or other corporation, except that reasonable compensation may be paid for services rendered to or for the Association in effecting one or more of its purposes.

Notwithstanding any other provisions of these Articles, the Association shall not conduct or carry on any activities not permitted to be conducted or carried on by any organization under Section 501(c)(7) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended.

Brook Village Condominium Association, Inc.  
Articles of Organization

5. By-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers whose names are set out below, have been duly elected.
6. The effective date of organization of the corporation shall be the date of filing with the Secretary of the Commonwealth or if later date is desired, specify date, (not more than 30 days after date of filing).
7. The following information shall not for any purpose be treated as a permanent part of the Articles of Organization of the corporation.

a. The post office address of the initial principal office of the corporation in Massachusetts is:

P.O. Box 188, Acton, Massachusetts 01720

b. The name, residence, and post office address of each of the initial directors and following officers of the corporation are as follows:

NAME	RESIDENCE	POST OFFICE ADDRESS
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President: Norman B. Kenney Hillcrest Drive RD2, Box 230, Harvard, MA 01451

Treasurer: B. David Deloury, <sup>At</sup> 132 Great Road, Acton, MA 01720

Clerk: William Neal Monsen 80 Baldwin Lane, Buxborough, MA 01719

Board of Governors-  
Directors: (or officers having the powers of directors)

Norman B. Kenney Hillcrest Drive RD2, Box 230, Harvard, MA 01451

B. David Deloury, <sup>At</sup> 132 Great Road, Acton, MA 01720

William Neal Monsen 80 Baldwin Lane, Buxborough, MA 01719

c. The date initially adopted on which the corporation's fiscal year ends is:

December 31

d. The date initially fixed in the by-laws for the annual meeting of members of the corporation is:

First Monday of February

e. The name and business address of the resident agent, if any, of the corporation is:

IN WITNESS WHEREOF, and under the penalties of perjury the INCORPORATOR(S) sign(s) these Articles of Organization this 15th day of July, 1985

I/We the below signed INCORPORATORS do hereby certify under the pains and penalties of perjury that I/We have not been convicted of any crimes relating to alcohol or gaming within the past ten years; I/We do hereby further certify that to the best of my/our knowledge the above named principal officers have not been similarly convicted. If so convicted, explain.

  
NORMAN B. KENNEY

The signature of each incorporator which is not a natural person must be by an individual who shall show the capacity in which he acts and by signing shall represent under the penalties of perjury that he is duly authorized on its behalf to sign these Articles of Organization.



**THE COMMONWEALTH OF MASSACHUSETTS**

**ARTICLES OF ORGANIZATION  
GENERAL LAWS, CHAPTER 180**

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I hereby certify that, upon an examination of the within-written articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$30.00 having been paid, said articles are deemed to have been filed with me this                      day of                      19                     

Effective date

**MICHAEL JOSEPH CONNOLLY**  
Secretary of State

**TO BE FILLED IN BY CORPORATION  
PHOTO COPY OF ARTICLES OF ORGANIZATION TO BE SENT**

**TO: D'AGOSTINE & LEVINE, P.C.**

**268 Main Street**

**P.O. Box 223**

**Acton, MA 01720**

**Telephone (617) 263-7777**

**Filing Fee \$30.00**

**Copy Mailed**



**BY-LAWS OF**  
**BROOK VILLAGE CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I - DEFINITIONS**

All terms and expressions herein used which are defined in Chapter 183A, Section 1, of the General Laws of Massachusetts, as amended, shall have the same meanings unless the context indicates otherwise. Further, the additional terms defined in this Article shall, for all purposes of these By-Laws, have the meaning herein specified.

Articles of the Association shall refer to the Articles of Organization of Brook Village Condominium Association, Inc., (hereinafter referred to as the "Association") which are filed in the office of the Secretary of The Commonwealth of Massachusetts, a true copy of which is on file at the principal office of the Association, together with such amendments to the Articles of the Association as may from time to time be properly made.

Association shall mean Brook Village Condominium Association, Inc., and shall have the same meaning as "Organization of Unit Owners" as defined in Chapter 183A, Section 1, of the General Laws of Massachusetts, i.e., "the...association owned by the unit owners and used by them to manage and regulate the condominium."

Board of Governors shall mean the Board of Directors of the Association.

By-Laws of the Association shall mean the By-Laws of Brook Village Condominium Association, Inc., as they may be amended from time to time, pursuant to the provisions contained in said By-Laws.

Condominium shall mean Brook Village Condominium.

Brook Village Condominium Master Deed - See Master Deed.

Brook Village Condominium shall mean the premises to be submitted to the provisions of Chapter 183A of the General Laws of Massachusetts as a condominium by the Master Deed to be recorded and any amendments thereto duly adopted and recorded.

Declarant shall refer to Norman B. Kenney, B. David Deloury, Jr. and William N. Monsen, Trustees of Aspen Realty Company, its successors and assigns.

Fiscal Year shall mean the calendar year, unless changed or modified by the Board of Governors.

Gender shall in the By-Laws of the Association not only refer to the masculine but also to the feminine and neuter gender, and the use of the singular shall be deemed to include the plural and vice versa, whenever the context so requires.

Master Deed shall mean the instrument by which Brook Village Condominium shall be submitted to the provisions of Chapter 183A of the General Laws of Massachusetts.

Member of the Association shall mean any person, corporation, partnership, joint venture or other legal entity which is a member of the Association as defined in the By-Laws of the Association, the Articles of the Association and the Master Deed.

Organization of Unit Owners - See Association.

Owner - see Unit Owner.

Person shall mean an individual, corporation, unincorporated association, partnership, joint venture, trustee, conservator, administrator or any other entity which has the right to hold title to real property.

Property shall mean the land, buildings and all other improvements thereon in the Brook Village Condominium.

Restrictions shall mean any restrictions contained in the Master Deed and the By-Laws of the Association.

Rules and Regulations of the Association shall mean the Brook Village Condominium Rules and Regulations as may be adopted by the Board of Governors pursuant to the provisions of the Master Deed and the By-Laws of the Association, as they may be amended from time to time.

## ARTICLE II - GENERAL

### Section 1 - The Condominium

The Condominium is located on a parcel of land situated in Boxborough, Massachusetts, more particularly described in the Master Deed recorded with the Middlesex Registry of Deeds, and shown on the plans filed with said Master Deed entitled, Brook Village Condominium, Boxborough, Mass.", dated June 24, 1985, prepared by Carter & Towers Engineering Corp., said plan being the Condominium plans hereafter referred to.

Section 2 - Brook Village Condominium Association, Inc., (the "Association") has been organized to perform the functions set forth in Section 10 of said Chapter 183A and described in the By-Laws of the Association, except for those to be performed by others as set forth in the By-Laws of the Association or the Master Deed. The Association is charged with the duties and has the powers prescribed by law and set forth in the Master Deed, the Articles of the Association and the By-Laws of the Association, as they may be amended from time to time. Neither the Articles of the Association nor the By-Laws of the Association shall, for any reason, be changed or interpreted so as to be inconsistent with the Master Deed.

The Association is an organization owned by the Unit Owners of the Brook Village Condominium and used by them to manage and regulate the Condominium. Each Unit Owner, upon becoming a Unit Owner, and for so long as he is such a Unit Owner, shall be deemed a Member of the Association. As a member of the Association, the rights, duties, privileges, immunities and liabilities of being a Unit Owner shall be those set forth in and shall be exercised in accordance with the Master Deed, the Articles of the Association, the By-Laws of the Association and the Rules and Regulations of the Association as the foregoing may be adopted or amended by the Association or by the Board of Governors, as provided therein.

Membership in the Association shall not be transferred, pledged or alienated in any way, except upon transfer of title of a Unit and then only to the transferee of title, except in the instance of suspension of membership as provided hereunder. Any attempt to make a prohibited transfer shall be null and void.

### **Section - 3 - Provisions of By-Laws Applicable**

The provisions of the By-Laws of the Association are applicable to the Condominium and to the use and occupancy thereof. The provisions of the By-Laws of the Association shall automatically become applicable to any property which may be added to the Condominium by act of the Declarant, its successors or assigns, or of the Association.

### **Section 4 - By-Laws Applicable to Present and Future Owners**

All present and future owners, mortgagees, lessees and occupants of Units and their employees and any other person(s) who may use the facilities of the Condominium in any manner are subject to the By-Laws of the Association, the Rules and Regulations of the Association, the restrictions contained in the Master Deed and the Articles of the Association. Accepting a deed to a Unit, taking conveyance of a Unit, entering into a lease for use of a Unit or the act of occupying a Unit shall constitute an agreement that all of the above documents, restrictions and conditions, as they may be amended from time to time, are accepted, ratified and shall be complied with.

### **Section 5 - Office of the Association**

The office of the Association and of the Board of Governors shall be located at the Condominium or at some other location within the Commonwealth, as may be selected from time to time by the Board of Governors and of which the Unit Owners and listed mortgagees have been given written notice.

### **Section 6 - Certificates of Membership**

The Board of Governors may provide for the issuance of certificates of membership in

the Association in a form which it shall determine. One such certificate shall be issued for each Unit and shall contain the name and address of the member or members who own such Unit, the Unit designation, its location and the beneficial interest appurtenant to said Unit. The date of issuance shall be entered in the records of the Association of the Clerk.

#### **Section 7 - Documents Available for Review**

Copies of the By-Laws of the Association, the Articles of the Association, the Rules and Regulations of the Association and the Master Deed, as they may be adopted or amended from time to time, shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

#### **Section 8 - Termination**

The Unit Owners may remove the Condominium from the provisions of Chapter 183A of the General Laws of Massachusetts and the Master Deed by the procedure set forth in the appropriate section of said Chapter 183A, as may be amended from time to time.

Upon such removal, the Unit Owners shall be deemed to own the Condominium property as tenants in common, with undivided interest therein in the same percentage of undivided interest previously held by each Unit Owner in the common areas and facilities. Further, upon such removal, the Unit Owners shall be deemed to have withdrawn the Condominium property from the provisions of said Chapter 183A.

The removal provided for in this section and in the Master Deed shall not bar the subsequent resubmission of the property to the provisions of Chapter 183A of the General Laws of Massachusetts.

### **ARTICLE III - MEMBERSHIP AND VOTING RIGHTS**

#### **Section 1 - Membership**

Every person who is an Owner of record of a Unit which is subject by covenants of record to assessment by the Association shall be a member of the Association, except that

any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member of the Association.

#### **Section 2 - Voting**

A member of the Association shall be entitled to a vote in the percentage of interest appurtenant to the Unit in which he holds the interest required for membership as described in Paragraph 6 of the Master Deed. When more than one person holds such interest in any Unit, all such persons shall be members of the Association and the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast on any issue with respect to any Unit and such vote shall be cast as an entirety as provided in the By-Laws of the Association.

### **ARTICLE IV - BOARD OF GOVERNORS**

#### **Section 1 - Constitution**

The number of governors which shall constitute the whole Board of Governors shall be at least three (3) and no more than five (5). Until succeeded by the governors elected by the members, the initial governors need not be Unit Owners. Upon expiration of the term of each governor of the first Board of Governors, the successors to such governor, elected by the members of the Association, shall be a member and a Unit Owner. Except as provided in the Articles of the Association with respect to the first Board of Governors, governors shall be elected on an annual basis. In any event, however, each governor shall hold office until such time as his successor has been elected and qualified, except in the event of death, resignation, suspension of membership or sale of all his Units in the Condominium which renders such person ineligible to be a governor. In the event that a corporation or other legal entity is a member of the Association, it may designate one or more natural persons who shall be eligible to serve as governor.



## **Section 2 - Election**

Subject to the provisions of the By-Laws of the Association concerning the first Board, at each annual meeting of the Association or at a special meeting called for this express purpose, the members shall elect governors to fill such vacancies as may exist on the Board of Governors. There shall be no cumulative voting. The candidates receiving the highest number of votes, up to the number of governors to be elected, shall be deemed elected.

## **Section 3 - Resignation**

Any governor may resign at any time by giving written notice to the President or to the Clerk of the Association and thereupon such resignation shall take effect at the time specified in said written notice.

## **Section 4 - Powers and Duties of the Board of Governors**

The Board of Governors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law, or by the Master Deed, or by the By-Laws of the Association, are reserved to the members of the Association acting at a properly called meeting or as are specifically allowed to the Association. Such powers and duties of the Board of Governors shall include, but shall not be limited to, the following:

- a. Providing for the operation, care, upkeep and maintenance of the common areas and facilities of the Condominium and the exterior of any Unit and its appurtenant structures as provided in Article VIII hereof.
- b. Determining the common expenses of the Condominium, including, subject to the limitations imposed by the Association or by the restrictions contained in the Master Deed, the operation and maintenance of the property and the allocation of income and expenses.
- c. Collecting the common charges from the Owners, including the right to enforce these collections by methods described elsewhere in the By-Laws of the Association.
- d. Opening bank accounts on behalf of the Association and designating signatories

required therefor.

e. Leasing, managing and otherwise dealing with such Condominium facilities as may be provided for as common areas and facilities, including, without thereby limiting the generality of the foregoing, the right to grant permits, licenses and easements over the common areas for utilities, passage rights and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.

f. Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to it or purchased by it or by the Association as the result of enforcement of a lien for common expenses or otherwise.

g. Obtaining insurance for the common areas and facilities and for Units as provided elsewhere in the By-Laws of the Association.

h. Making repairs, additions, improvements to or alterations of the common areas and facilities in accordance with the other provisions of the By-Laws of the Association and as described in the Master Deed.

i. Enforcing obligations of the Unit Owners.

j. Adopting rules and regulations relating to the use, upkeep and preservation of the Condominium.

k. Promulgating fines for violation of the Rules and Regulations, which fines shall be paid to the Association.

l. Establishing a minimum thermostat temperature setting within each Condominium Unit.

m. Designating and setting aside portions of the common areas and facilities under their control (1) for the collection and reception of mail for the Condominium residents; (2) as a central disposal and collection site for trash and other refuse; (3) as a storage area for such tools, equipment and supplies as are used in the maintenance and upkeep of the Condominium; and (4) for any other purpose which the Board of Governors, in its discretion, deems to be in the best interests of the Condominium as a whole.

n. Electing whether to purchase on behalf of the Association any Unit in the Condominium at a foreclosure sale as hereinafter provided; provided, however, that any such purchase by the Association shall have the prior approval of eighty-five (85%) percent of the Unit Owners.

#### Section 5 - The First Board of Governors and Subsequent Boards

The first Board of Governors and their successors shall be designated by the Declarant and shall consist of three (3) members who shall serve until the fourth annual meeting of the members of the Association held pursuant to the provisions of Article V of these By-Laws of the Association. At each annual meeting, beginning with the fourth annual meeting of the members of the Association, unless the right of the Declarant to appoint the members of the Board of Governors shall have previously expired as herein provided, all members of the Board of Governors shall be elected by the members of the Association to fill vacancies in the Board of Governors and/or vacancies created by expiration of a term and all such successors thereafter to the Board of Governors shall be Unit Owners and members of the Association. Any governor elected to fill a vacancy in the Board of Governors otherwise created shall be elected to fill the unexpired term.

Notwithstanding anything to the contrary in these By-Laws contained, those Governors appointed or selected by the Declarant as aforesaid shall resign no later than the earlier of the following events:

a. Four (4) months after Seventy-Five (75%) Percent of the Units in the Condominium have been conveyed to Unit purchasers; or

b. Three (3) years after conveyance of the first Unit.

The purpose of the foregoing provision is to comply with the requirement imposed by the Federal National Mortgage Association (FNMA) necessitating the transfer of control of the Condominium to the Unit Owners as above provided. For this purpose, "control" means the right of the Declarant to control the Unit Owners' Association or its Board of Governors, the Condominium itself or the Unit Owners in any manner, except through votes allocated to

Units owned by the Declarant on the same basis as votes pertaining to sold Units.

#### **Section 6 - Resignation and Removal**

Any Governor may resign at any time by instrument in writing signed and duly acknowledged by that Governor in the manner required in Massachusetts for the acknowledgement of deeds, and such resignation shall take effect as in said instrument set forth. While the Declarant shall have the right to designate the Board of Governors of its choice, the Declarant may remove any Governor with or without cause, and after the expiration of the Declarant's right to designate, any Governor may be removed with or without cause, by vote of Unit Owners entitled to more than fifty (50%) percent of the beneficial interest hereunder and the vacancy resulting from such removal shall be filled in the manner provided in Section 7 of this Article. Any removal shall become effective upon the filing with the Secretary of State a certificate of officers signed by the Clerk or Assistant Clerk of the Association.

#### **Section 7 - Vacancies in the Board of Governors**

Vacancies in the Board of Governors caused by any reason other than the removal of a governor under Section 6 of this Article, shall be filled by vote of a majority of the remaining governors at a special meeting of the Board of Governors held for that purpose, which meeting shall be held promptly after the occurrence of any such vacancy, even though the remaining governors present at such meeting may constitute less than a quorum, and each person so elected shall be a governor until the next annual meeting or special meeting of the members of the Association duly called and held for the express purpose of electing a governor to fill the vacancy for the duration of the unexpired term, except that any vacancy occurring while the Declarant has the right to designate the Board of Governors shall be filled by appointment by the Declarant. Except for members of the Board of Governors appointed by the Declarant, no governor shall continue to serve as such if he shall cease to be a Unit Owner or if his membership shall be under suspension.

#### **Section 8 - Board of Governors Meeting Following First Annual Meeting**

Within ten days after the first annual meeting of members of the Association, there shall be a meeting of the Board of Governors at such time and place as shall be fixed by the Unit Owners at such meeting and no notice shall be necessary to the governors in order legally to constitute such meeting, provided a majority of the whole Board of Governors shall be present thereat.

#### **Section 9 - Regular Meetings**

Regular meetings of the Board of Governors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Governors. Notice of regular meetings shall be given to each governor at least three (3) business days prior to the day named for such meeting.

#### **Section 10 - Special Meetings**

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

#### **Section 11 - Waiver of Notice of Meetings**

Any governor may at any time in writing waive notice of any meeting of the Board of Governors and such waiver shall be deemed equivalent to the receipt of such notice.

#### **Section 12 - Quorum**

At all meetings of the Board of Governors, a majority of the members thereof shall constitute a quorum for the transaction of business and the vote of a majority of the governors present at a meeting at which a quorum is present shall constitute the decision of the Board of Governors. If at any meeting of the Board of Governors, there shall be less

than a quorum present, a majority of those present may adjourn the meeting from time to time.

### **Section 13 - Fidelity Bonds**

The Board of Governors must maintain a fidelity bond or insurance coverage against dishonest acts on the part of the governors, employees or volunteers responsible for handling funds belonging to or administered by the Condominium Association of Units Owners as hereafter provided. The premium for such bonds shall constitute a common expense.

### **Section 14 - Compensation of the Board of Governors**

No member of the Board of Governors shall receive any compensation from the Association for acting as such, except for reimbursement of necessary and duly incurred expenses.

### **Section 15 - Governors Not Liable**

The governors shall not be liable to the members of the Association for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall, to the extent of their Unit ownership, indemnify and hold harmless each member of the Board of Governors against personal contractual liability to others arising out of contracts made by the Board of Governors on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or the By-Laws of the Association. It is intended that the members of the Board of Governors shall have no personal liability with respect to any contract made by them on behalf of the Association. The first Board of Governors is specifically authorized to contract for goods or services with the Declarant, or employees or affiliates of the Declarant, whether or not such persons are members of the Board of Governors and no such contract shall be deemed to involve a conflict of interest. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Governors on account of the aforesaid indemnity shall be limited to such proportion of the total liability

thereunder as the percentage interest appurtenant to the Units owned by him bears to the total percentage of beneficial interests held by all the Unit Owners in the Condominium, except for those Units owned by the Association. Every agreement made by the Board of Governors, its agents or appointees on behalf of the Association, shall provide that the members of the Board of Governors of the Association, or their agents or appointees, as the case may be, are acting only as agents for the Association and have no personal liability thereunder, except as Unit Owners, and that each Unit Owner's liability thereunder shall be limited to that proportion of the total liability as the percentage of beneficial interest appurtenant to the Unit(s) owned by him bears to the total percentage of beneficial interest held by Unit Owners in the Condominium, exclusive of Units owned by the Association.

#### Section 16 - Records

The Board of Governors shall cause to be kept detailed records of the actions of the Board of Governors and of the Association, including, but not limited to, minutes of the meetings of the Unit Owners and financial records and books of account of the Association, to which records the Unit Owners and their mortgagees shall be entitled to reasonable access.

#### Section 17 - Annual Report

The Board of Governors shall cause an annual report of the receipts and expenditures of the Condominium to be made at the end of each fiscal year by an independent, disinterested, certified public accountant and a copy of said report shall be sent promptly to each Unit Owner. In addition, a copy of said report shall be kept on file at the office of the Association and shall be made available for inspection by the Unit Owners and their authorized agents during reasonable business hours.

## **ARTICLE V - MEETINGS OF MEMBERS OF THE ASSOCIATION**

### **Section 1 - Annual Meetings; Election of Governors**

On the first anniversary following the incorporation of Brook Village Condominium Association, Inc., the Board of Governors shall call the first annual meeting of the members of the Association. Thereafter, annual meetings shall be held on the anniversary date of such meeting. In each succeeding year, the date of the annual meeting may be changed by proper amendment to the By-Laws of the Association. Beginning with the fourth annual meeting of the members of the Association, unless the right of the Declarant to appoint members of the Board of Governors shall have previously expired as in Section 5 of Article IV provided, all members of the Board of Governors shall be elected by ballot of the members of the Association in accordance with the provisions of the By-Laws of the Association. The members of the Association may also transact such other business of the Association as may properly come before them.

### **Section 2 - Location of Annual Meetings**

Meetings of the members of the Association shall be held at the principal office of the Association, or at such other suitable place convenient to the members of the Association as may be designated by the Board of Governors.

### **Section 3 - Special Meetings**

It shall be the duty of the President to call a special meeting of the members of the Association as directed by the Board of Governors or upon delivery to the Clerk of a petition signed by at least one-third (1/3) in interest of the members of the Association.

### **Section 4 - Notice of Meetings**

It shall be the duty of the Clerk to mail or deliver to each Unit Owner of record a notice of each annual and special meeting, stating the purpose(s), date, time and place thereof at least five (5), but not more than ten (10), days prior to such meeting. Mailing or



delivery of a notice in the manner provided in these By-laws shall be considered notice served. Notice of a meeting need not be given to a Unit Owner if a written waiver thereof executed by such Unit Owner or by his duly authorized attorney or agent before, during or after the meeting, is filed with the records of the meeting.

#### Section 5 - Quorum

Except as provided otherwise in the By-Laws of the Association, the presence in person or by proxy of a majority in interest of the members of the Association shall constitute a quorum at all meetings of the members of the Association. If any meeting of the members of the Association cannot be held because a quorum is not presented, a majority in interest of the members of the Association who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time for which the original meeting was called.

#### Section 6 - Voting

The member(s) of the Association, or some person designated by each such member of the Association to act as proxy on his or their behalf, who need not be a Unit Owner, shall be entitled to cast the vote appurtenant to such Unit at any meeting of the members of the Association, provided the member is not under suspension. The designation of any proxy shall be made in writing to the Clerk and shall be revocable at any time prior to or at the meeting upon written notice to the Clerk by the member(s) so designating. Any and all members of the Association may be present at any meeting of the members of the Association, either in person or by proxy. Each member of the Association, including the Declarant, shall be entitled to cast one (1) vote at all meetings of the members of the Association, which vote shall be weighted by multiplying it by the beneficial interest percentage appurtenant to the Unit(s) owned by such member of the Association as set forth in the Master Deed; provided, however, that the vote attributable to each Unit must be voted as an entirety and if Owners of a Unit shall be unable to agree on the vote to be cast

on any issue, their right to vote on that issue shall be deemed waived. Any Units owned by the Association or Board of Governors on behalf of the Association shall not be entitled to vote and shall be excluded from the total number of Units in the Condominium when computing the proportionate interest of all Unit Owners for voting purposes.

#### **Section 7 - Majority Defined**

As used in the By-laws of the Association, "majority of members of the Association" shall mean any aggregation of members of the Association having more than fifty (50%) percent of the beneficial interest of all members of the Association, present in person or by proxy, as determined in accordance with Section 6 of this Article. The vote of a majority of members of the Association present at a meeting at which a quorum is present shall be binding upon all Unit Owners for all purposes, except when a higher percentage vote is required by law, the Master Deed or the By-Laws of the Association.

### **ARTICLE VI - OFFICERS**

#### **Section 1 - Principal Officers of the Association**

The principal officers of the Association shall be the President, the Clerk and the Treasurer. The initial officers shall be those designated in the Articles of Organization. Their successors shall be elected by the Board of Governors to serve as such officers. The President and Treasurer shall be members of the Association. The Board of Governors may appoint a Vice President, Assistant Treasurer, Assistant Clerk and such other officers as it deems necessary or appropriate for the conduct of the business of the Condominium and may thereafter remove or replace said appointees at any time at the pleasure of the Board of Governors.

#### **Section 2 - Selection and Removal of Officers**

The officers shall be elected annually at the first meeting of the Board of Governors following the annual meeting of members of the Association and shall hold office at the

pleasure of the Board of Governors or until their successors are elected and qualified. Upon affirmative vote of a majority of the Board of Governors at a regular or special meeting thereof called for that purpose, any officer may be removed, either with or without cause, and his successor elected.

### **Section 3 - President**

The President shall be the chief executive officer of the Association. He shall preside at all meetings of the members of the Association and of the Board of Governors. He shall have all of the general powers and duties incidental to the office of President, including, but not limited to, the power to appoint committees from among the members of the Association from time to time, as he may, in his discretion, decide are appropriate to assist in the conduct of the affairs of the Association.

### **Section 4 - Clerk**

The Clerk shall keep the minutes of all meetings of the members of the Association and of the Board of Governors, shall have charge of such books and papers as the Board of Governors may direct, and shall perform all duties incidental to the office of the Clerk and as described elsewhere in the By-Laws of the Association or the Master Deed.

### **Section 5 - Treasurer**

The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of required financial data. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Board of Governors or the Association in such depositories as may from time to time be designated by the Board of Governors and he shall perform all duties incidental to the office of Treasurer. No payment voucher shall be paid unless and until approved by the Treasurer.

#### **Section 6 - Execution of Documents for the Board of Governors**

All agreements, contracts, deeds, leases, checks and other instruments of the Association or the Condominium shall be executed by such officer or officers of the Association or by such other person(s) as may be authorized by the Board of Governors.

#### **Section 7 - Compensation of Officers**

No officer shall receive any compensation from the Association for acting as such, except for reimbursement of necessary and duly incurred expenses.

#### **Section 8 - Resignation**

Any officer may resign at any time by giving written notice to the Board of Governors, the President or the Clerk. Any such resignation shall take effect at the date of the receipt of such notice or any later time specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to render it effective.

### **ARTICLE VII - NOTICES**

#### **Section 1 - Notice Procedure**

Whenever under the provisions of the Master Deed or the By-Laws of the Association, notice is required to be given to the Association, the Board of Governors or any Unit Owner, it shall not be construed to mean personal notice; but such notice may be given in writing, either by mail, by depositing the same in a post office or letter box in a postpaid, sealed wrapper addressed to the Association, the Board of Governors or such Unit Owner, respectively, at such address as appears on the books of the Association, provided that such mailing is made in The Commonwealth of Massachusetts, or by delivery to said person's address. Notice shall be deemed given if mailed as of the date of mailing or, if otherwise, as of the date of delivery.

## **Section 2 - Waiver of Notice**

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

## **ARTICLE VIII - OPERATION OF THE CONDOMINIUM**

### **Section 1 - Budget**

The Board of Governors shall, from time to time and at least annually, prepare a budget for the Association and, in connection therewith, determine the amount of common expenses of the Association and allocate and assess common expenses among the Unit Owners according to the respective percentages of ownership in the Condominium as set forth in the Master Deed. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be, or which have been, obtained by the Board of Governors, pursuant to the provisions of the By-Laws of the Association. The common expenses shall also include the amounts estimated for the operation, care, upkeep and maintenance of the Condominium, including, without limitation, any amount for working capital of the Association, for a general operating reserve, an adequate reserve fund for maintenance, repair and replacement of those portions of the common areas and facilities which must be replaced on a periodic basis and to make up any deficit in the common expenses of any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Governors on behalf of all the Unit Owners, of any Unit whose Owner has elected to sell or lease such Unit, or any Unit which is to be sold at foreclosure or other judicial sale, such purchase or lease to be in accordance with the provisions of Article XII hereof.

In addition, a working capital fund shall be established for the initial months of the

Condominium operation equal to at least two (2) months' estimated common area charges for each Unit, which fund shall be collected and transferred to the Association at the time of delivery of the first Unit deed of each Unit, and which shall be maintained in a segregated account for the use and benefit of the Association. The contribution to such fund for each unsold Unit shall be paid to the Association within sixty (60) days after the date of the conveyance of the first Unit. The purpose of the working capital fund is to insure that there will be cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Board of Governors. Amounts paid into the fund shall not be considered advance payment of regular assessments.

The Board of Governors shall advise all Unit Owners promptly in writing of the amount of the common charges payable by each of them, respectively, as determined by the Board of Governors and shall furnish copies of each budget on which such charges are based to all Unit Owners and to their mortgagees. The Declarant will be required to pay common charges in full on any Unit owned by it. A separate statement will be provided each Unit Owner by the Association as to charges due for services provided by it on behalf of the Association, including the Unit Owner's share of the charges for services provided to the Condominium.

## Section 2 - Payment of Common Charges

All Unit Owners shall pay the common charges assessed by the Board of Governors, pursuant to the provisions of the By-Laws of the Association, monthly in advance.

No Unit Owner shall be liable for the payment of any part of the common charges assessed against his Unit subsequent to a sale, transfer or other conveyance by him, duly recorded in Middlesex South Registry of Deeds, including conveyance to the Association.

Each assessment against a Unit shall also be the personal obligation of the Unit Owner at the time the assessment fell due. Subject to the provisions of Section 3 of this Article, a purchaser of a Unit shall not be liable for the payment of common charges assessed and unpaid against such Unit prior to the acquisition by him of such Unit unless assumed by him

or required by applicable law and a mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit shall be subject to, but not personally liable for, a lien for unpaid common charges assessed prior to the foreclosure sale, except as otherwise provided in Paragraph 17 of the Master Deed with respect to first mortgages.

### Section 3 - Default

In the event of default by any Unit Owner in the payment of common charges, such Unit Owner shall be obligated to pay interest at a rate equal to the prime rate plus two (2%) percent as charged by The Bank of Boston at the time of such default, together with all expenses, including reasonable attorneys' fees, incurred by the Board of Governors in collecting same. The Board of Governors shall seek to recover such common charges, together with interest and expenses, from Unit Owners who fail to pay such assessment within thirty (30) days after the due date (or within such shorter period of time as may be determined by the Board of Governors) by action to recover the same, including reasonable attorneys' fees, brought against such Unit Owner or by foreclosure of the lien such unpaid charges have become on the Unit(s), or by such other action, including the commencement of legal action, as the Board of Governors may deem reasonably required under the circumstances.

### Section 4 - Power to Suspend Rights of Membership

In the event of default by any Unit Owner in the payment of the common charges, or any other amounts owed to the Association, the Board of Governors shall have the power to suspend the Unit Owner's membership rights and privileges in the Association, including the right to serve on the Board of Governors, but such suspension shall remain in effect only until such amounts as are owed are paid.

### Section 5 - Foreclosure of Liens

In any action brought by the Board of Governors to foreclose a lien on a Unit because of unpaid common charges, the Unit Owner shall be required to pay in addition to all other

charges and assessments a reasonable rental for the use and occupation of his Unit, if such use continues after the foreclosure, and the plaintiff in such foreclosure action, in addition to all other rights and remedies to which it may be entitled, shall be entitled to the appointment of a receiver to collect the same. The Board of Governors, acting on behalf of the Association, shall have the power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, convey, mortgage (but not to vote the share(s) appurtenant thereto) and otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing same.

#### Section 6 - Statement of Unpaid Common Charges and Priority of Lien

The Board of Governors shall promptly provide any Unit Owner requesting same, in writing, with a written statement of all unpaid common charges due from such Owner in form suitable for recording and the same, when recorded with Middlesex South Registry of Deeds, shall operate to discharge the Unit from any other charges not included in such statement then unpaid.

a. To the extent permitted by applicable law, any lien of the Association for common expense assessments or other charges becoming payable on or after the date of recordation of the first mortgage on any Unit shall be subordinate to said mortgage. In addition, any fees, late charges, fines or interest which may be levied by the Association in connection with unpaid assessments shall be subordinate to said mortgage.

b. A lien for common expense assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. Any such delinquent assessments which are so extinguished may be reallocated and assessed to all Unit estates as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from the lien of, any assessment made thereafter.



## **Section 7 - Maintenance**

a. All maintenance and replacement of and repairs to any Unit, whether structural or non-structural, ordinary or extraordinary, and to the doors and windows, electrical, plumbing, heating, air conditioning, water and sewer facilities and fixtures belonging to a Unit Owner and not part of the common areas and facilities or the areas concerning which easements have been conveyed to the Association, shall be done by the Unit Owner and at the Unit Owner's expenses, except as otherwise specifically provided herein; provided that all repair, replacement, painting or decorating of the exterior of any Unit, including, but not limited to trim, clapboard, shingles, roofs, brickwork, terraces, patios, garage exteriors, decks, balconies, porches shall be done by the Association, or its appointee, as a common charge, except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner in the same manner as a common charge and enforceable in the same manner as a common charge.

b. All maintenance, repair and replacements to the common areas and facilities or to those areas concerning which easements have been conveyed to the Association shall be done by the Board of Governors, or its appointee, and shall be included as a common expense of the Association, except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner in the same manner as a common charge and enforceable in the same manner as a common charge.

## **Section 8 - Restrictions**

a. No nuisances shall be allowed in the Condominium, nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful enjoyment of the Condominium.

b. No immoral, improper, offensive or unlawful use shall be made of the condominium or any part thereof and all laws, zoning by-laws, ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed.

c. Signs - No signs, plaques or communication of any description shall be placed on the exterior of any Unit or any common area or facility by a Unit Owner or his agent.

#### **Section 9 - Improvement Restriction**

A - No improvements, additions, alterations or other work which in any way alters the exterior appearance or structure of any Unit from its natural or improved state existing on the date such Unit was first conveyed in fee by the Declarant shall be made or done, except as provided in the Master Deed and herein.

B - The Board of Governors may authorize that Units in common ownership be connected for the purpose of single occupancy and that for such purposes cuts be made in common walls or floors; provided, always, that the owners of the Units permitted so to combine them shall do any work in connecting Units at such owners' expense and only in the manner prescribed by the Board of Governors. Any such authorization shall be valid only if in writing signed by a majority of the Board of Governors then in office and shall become void unless the work to connect the Units shall be commenced within six (6) months after the date of authorization and shall be completed within a reasonable time thereafter. At such time as connected Units are no longer to be common ownership, the owners of such Units shall promptly restore the common walls and/or floors between the Units at their expense and upon failure to do so, the Board of Governors may perform or cause to be performed such work, in which event such Unit Owners shall be personally liable to the Association for the cost of the work which, if not paid when demanded, shall constitute a lien on the Units in question in proportion to their respective common interests. Such lien shall be valid notwithstanding any conveyance of the Units, or any of them, out of common ownership prior to demand or any filing in the Middlesex South Registry of Deeds to enforce the lien.

C - The Board of Governors may authorize that exclusive use of one or more common

areas be assigned to one or more Units for such time and on such conditions as the Board of Governors may determine, which conditions may, without limitation, include a requirement that the Unit Owners so benefitted pay, as additional common expenses, such costs of said common areas as the Board of Governors from time to time may determine. The failure of the Board of Governors granting said exclusive use to require payment of any such costs as a condition of such exclusive use shall not preclude those Board of Governors, or any successor Governors, from imposing reasonable additional common expenses for the exclusive use of said common areas. Unless otherwise provided in a writing signed by a majority of the Board of Governors and recorded with the Middlesex South Registry of Deeds, such rights of exclusive use of common areas shall be personal to the Unit Owners to whom granted and shall terminate when such Unit Owners no longer own the Units so benefitted.

#### Section 10 - Cost Allotment of Improvements

a. If fifty (50%) percent or more, but less than seventy-five (75%) percent of the Unit Owners agree to make an improvement to the common areas and facilities or to areas concerning which an easement has been granted to the Association, the cost of such improvement shall be borne by the Unit Owners so agreeing.

b. Seventy-five (75%) percent or more of the Unit Owners may agree to make an improvement to the common areas and facilities or to areas concerning which an easement has been granted to the Association and assess the cost thereof as a common expense, but if such improvement shall cost in excess of ten (10%) percent of the then total value of the Condominium, any Unit Owner not so agreeing may apply to the Middlesex Superior Court, on such notice to the Board of Governors as the Court shall direct, for an order directing the purchase of his Unit(s) by the Association at fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

c. All improvements undertaken pursuant to this section shall be subject to the prior written approval of the Board of Governors.

### **Section 11 - Right of Access**

A Unit Owner shall grant a right of access to his Unit(s) to the Association and/or any other person authorized by the Board of Governors 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 area or facility, or for the purpose of performing installations, alterations or repairs to the parts of the Condominium over which said person(s) has (have) control and/or responsibility for maintenance. Requests for such access must be made in advance and entry must be at a time reasonably convenient to the Unit Owner. In an emergency, such right of entry shall be immediate, whether the Unit Owner is present or not.

### **Section 12 - Rules and Regulations of the Association**

The use of the Units and the common areas and facilities in the Condominium shall be subject to Rules and Regulations from time to time adopted by the Board of Governors. Such Rules and Regulations shall be called Brook Village Condominium Rules and Regulations and copies of such Rules and Regulations shall be made available to each Unit Owner prior to their effective date.

### **Section 13 - Right of Action**

The Board of Governors, on behalf of the Association and any aggrieved Unit Owner, shall have an appropriate right of action against Unit Owners for failure to comply with the provisions of the Master Deed, By-Laws and Rules and Regulations of the Condominium. Unit Owners shall have similar rights of action against the Board of Governors.

### **Section 14 - Ingress and Egress of Unit Owners**

There shall be no restrictions upon any Unit Owner's right of ingress or egress to his or her Unit, which right shall be perpetual and appurtenant to the Unit ownership.

## ARTICLE IX - INSURANCE

### Section 1 - Minimum Coverage - Association

The Association shall obtain and maintain, to the extent available, the following:

a. A master policy covering all of the common elements (except land, foundation, excavation and other items normally excluded from coverage), including fixtures and building service equipment to the extent that they are part of the common elements of the Condominium, as well as common personal property and supplies and other common personal property belonging to the Association; the master policy shall also include any fixtures, equipment or other property within the Units which are customarily considered part of a Unit for mortgage purposes (regardless of whether such property is a part of the common elements).

The master policy shall afford protection at least against the following:

- (i) loss or damage by fire and other perils covered by the standard extended coverage endorsement;
- (ii) all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement.

The policy shall be in an amount equal to one hundred (100%) percent of current replacement cost of the Condominium, exclusive of land, foundation, excavation and other items normally excluded from coverage and shall include Agreed Amount and Inflation Guard Endorsements if obtainable, and construction code endorsements, if there is a construction code provision that requires changes to undamaged portions of the buildings even where only part of the Condominium is destroyed by an insured hazard.

The named insured shall be the Association "for the use and benefit of the individual Owners" and each First Mortgagee, its successors and assigns, shall be named in the standard mortgage clause for each Unit on which there is such a mortgage.

The policy shall contain a clause which provides that it may not be cancelled or

substantially modified without at least ten (10) days' prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy.

In addition to the foregoing, the policy shall provide for the following:

- (i) recognition of any Insurance Trust Agreement (if any there be);
- (ii) a waiver of the right of subrogation against any Unit Owners individually;
- (iii) the insurance shall not be prejudiced by any acts or omissions of individual Unit Owners that are not in control of the Association; and
- (iv) a "Special Condominium Endorsement" providing that the policy is primary in the event the Unit Owner has other insurance covering the same loss.

b. Steam boiler coverage for loss or damage resulting from steam boiler equipment accidents in an amount not less than \$50,000.00 per accident, per location, if there exist on the premises any steam boilers.

c. If any portion of the Condominium property is in a flood hazard area, flood insurance in an amount not less than:

- (i) the maximum coverage available under the National Flood Insurance Program (NFIP) for all buildings and other insurable property within any portion of the Condominium located within a designated flood hazard area; or
- (ii) one hundred (100%) percent of current "replacement cost" of all such buildings and other insurable property.

d. Liability insurance for comprehensive general liability insurance coverage covering all common areas, public ways of the Condominium and any other areas that are under the supervision of the Association. Such coverage shall be for not less than \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence and shall include, without limitation, legal liability of the insureds for property, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the common areas, and legal liability arising out of law suits related to

employment contracts of the Association, and shall provide further that such policy or policies may not be cancelled or substantially modified by any party without at least ten (10) days' prior written notice to the Association and to the First Mortgagees which are listed as scheduled holders of first mortgages in the insurance policy.

e. Fidelity bonds in blanket form for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association whether or not they receive compensation for their services. The total amount of fidelity bond coverage shall not be less than the estimated maximum funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of such bond, and, in any event, the aggregate amount shall not be less than a sum equal to three (3) months' aggregate assessments on all Units plus reserve funds, or one and one-half times the insured's estimated annual operating expenses and reserves, whichever is greater.

- (i) The fidelity bonds shall name the Association as an obligee;
- (ii) The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expression; and
- (iii) The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association and to the First Mortgagees which are listed as scheduled holders of first mortgages in the insurance policy.

#### ARTICLE X - DAMAGE TO OR DESTRUCTION OF PROPERTY

##### Section 1 - Duty to Repair or Restore

Any portion of the Condominium, including the buildings erected within the Condominium, damaged or destroyed shall be repaired or restored promptly by the Association, as provided in this Article, subject to the provisions of Chapter 183A, Section 17, of the General Laws of Massachusetts as the same may be amended from time to time.

## **Section 2 - Estimate of Cost**

Promptly after damage to or destruction of some portion of the Condominium and thereafter as often as it deems advisable, the Board of Governors shall obtain reliable and detailed estimates of the cost of repair or restoration. If such cost, in the opinion of the Board of Governors, may exceed Five Thousand and No/100 (\$5,000.00) Dollars, the Board of Governors may retain the services of an architect or engineer or construction consultant to assist in the determination of such estimates and in the supervision of repair and restoration.

## **Section 3 - Collection of Construction Funds**

Construction funds may consist of insurance proceeds, condemnation awards, proceeds of assessments against Unit Owners, payments of Unit Owners for damage to or destruction of improvements and other funds received on account of or arising out of injury or damage to the Condominium.

a. **Insurance Proceeds** - The Board of Governors shall adjust losses under physical damage insurance policies of the Association. Insurance proceeds from losses in excess of Twenty-Five Thousand and No/100 (\$25,000.00) Dollars shall be payable to the insurance trustee as hereinafter defined.

b. **Assessments Against Owners** - If the insurance proceeds are insufficient to effect the necessary repair or restoration of the common areas and facilities, such deficiency shall be charged against all Unit Owners as a common expense. The proceeds of assessments for such common expenses shall be paid by the Board of Governors directly to the vendor making the repairs or restoration if the loss is less than Twenty-Five Thousand and No/100 (\$25,000.00) Dollars and shall be paid to the insurance trustee, if in excess of Twenty-Five Thousand and No/100 (\$25,000.00) Dollars.

c. **Payments by Owners** - Payments received from Unit Owners, pursuant to Section 5.a.2. of this Article, shall be paid by the Board of Governors to the insurance trustee, if the



loss is in excess of Twenty-Five Thousand and No/100 (\$25,000.00) Dollars, otherwise by the Board of Governors directly to the vendor making the repairs.

d. Payments by Others - Any other funds received on account of or arising out of injury or damage to the Condominium shall be paid by the Board of Governors to the insurance trustee, if the loss is in excess of Twenty-Five Thousand and No/100 (\$25,000.00) Dollars, otherwise the funds shall be administered directly by the Board of Governors.

#### **Section 4 - Plans and Specifications**

Any repair or restoration must be either

(a) substantially in accordance with the architectural and engineering plans and specifications for the original buildings and shall also include such improvements and fixtures as may have been installed by any particular Unit Owner and as to which payment for such repair or reconstruction is forthcoming; or

(b) according to plans and specifications approved by the Board of Governors and by a majority in beneficial interest of the Unit Owners and the holders of first mortgages encumbering fifty-one (51%) percent of the Units subject to mortgages, which approvals shall not be unreasonably withheld.

#### **Section 5 - Units**

Damage or destruction of improvements situated within a Unit shall be repaired or restored, except after a determination not to repair or restore, pursuant to Section 6.e. of this Article, as follows:

##### **a. Construction Funds**

1. To the extent that such damage or destruction is covered by insurance of the Association, the proceeds of such insurance or award shall be made available for the repair or restoration of the Unit.

2. To the extent that such damage or destruction is not covered by insurance of the Association, such Unit Owner shall be responsible for the cost of repair and

restoration.

3. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of a Unit Owner, then the Unit Owner shall be responsible for the cost of reconstruction and repair after casualty, unless such damage is specifically covered by the insurance purchased by the Association, in which event, the Association shall be responsible for said costs.

**b. Performance of Work and Payment**

If there is damage to or destruction of all or part of the Condominium and the combined damage or destruction to the common areas and facilities and all affected property which the Association is responsible to insure exceeds Five Thousand and No/100 (\$5,000.00) Dollars, the repair or restoration of the property shall be effected by the Association to the extent that construction funds as described in Subsection a.1. of this Section are available and to the extent that the Unit Owners make payment as hereafter provided. Each Unit Owner shall pay to the Board of Governors such sum as is necessary, according to the estimate of cost described in Section 2 of this Article, to cover any part of the cost of repair or restoration which is not covered by insurance of the Association or by a condemnation award not specifically allocated to the Unit Owner.

**Section 6 - Disbursements of Construction Funds**

The insurance trustee shall deduct from the construction funds its actual costs, expenses and a reasonable fee for the performance of its duties and shall disburse the balance in the following manner:

- a. Damage or destruction not exceeding Twenty-Five Thousand and No/100 (\$25,000.00) Dollars

Such proceeds are not payable to nor under the control of the insurance trustee, but shall be administered by the Board of Governors.

- b. Payment for Repair and Restoration

The insurance trustee shall apply such balance to pay directly and to reimburse the

Association for the payment of the costs of repair or restoration of such Units and common areas and facilities, including the cost of temporary repairs for the protection of such Units and common areas and facilities pending the completion of permanent repairs and restoration, upon written request of the Association, in accordance with Section 7.a. of this Article, and upon presentation of an architect's certificate stating that the work represented by any such payment has been completed satisfactorily.

**c. Contribution by Owners**

The Association shall maintain a separate account as to each Unit with respect to payments by a Unit Owner, pursuant to Section 5.a.2. of this Article, and expenditures of such payments. General expenses of administration, such as deductions by the insurance trustee for its costs, expenses and fees, shall be charges against the Association's construction funds and against Unit Owners' payments, pursuant to Section 5.a.2. of this Article, in proportion to the amounts of each. All portions of such payments by Unit Owners not expended as herein provided shall be refunded to the Unit Owners and the mortgagees of the Units as their interests may appear.

**d. Surplus Funds**

If, after payment of all repairs and restoration and the refund of any excess payments by Unit Owners, pursuant to Subsection c. of this Section, there remains any surplus funds, such funds shall be paid to the Unit Owners in proportion to their contributions resulting from assessments levied against them, pursuant to Section 3.c. of this Article; provided, however, that no Unit Owner shall receive a sum greater than that actually contributed by him. Any surplus remaining after such payments shall be paid to the Association and shall be part of its general income.

**e. Determination Not to Repair or Restore**

Subject to the provisions of Chapter 183A, Section 17, of the General Laws of Massachusetts, if there is destruction of the Condominium exceeding ten (10%) percent of its value prior to the casualty and Seventy-Five (75%) Percent in interest of the Unit

Owners do not agree to proceed with repair or restoration within 120 days after the date of casualty, any balance of construction funds, after the refund of any payments by Unit Owners, pursuant to Subsections c. and d. of this Section, shall be disbursed in accordance with the proportion of beneficial interest appurtenant to the Unit(s) owned by each Unit Owner bears to the total percentage of beneficial interest held by Unit Owners in the Condominium, excepting for those Units owned by the Association. In the event of dispute as to the percentage of destruction, or the allocation of disbursements hereunder, the same shall be submitted to arbitration in accordance with the rules of the American Arbitration Association.

#### **Section 7 - Certificates**

The insurance trustee may rely on the following certifications:

a. By the Board of Governors - The Board of Governors shall certify to the insurance trustee, in writing, as to the following matters:

1. Whether or not damage or destroyed property is to be repaired or restored;
2. Whether or not, in the opinion of the Board of Governors, the cost of repair or restoration may exceed Twenty-Five Thousand and No/100 (\$25,000.00) Dollars;
3. The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

b. By Attorneys - The Board of Governors shall furnish the insurance trustee, in the event that any payments are to be made to a Unit Owner or mortgagee(s), with an Attorney's Certificate of Title based upon a search of the land records from the date of the recording of the original Master Deed, stating the name of the Unit Owner and the mortgagees.

#### **Section 8 - Insurance Trustee to Administer Insurance Proceeds in the Event of Loss**

The Board of Governors shall enter into and keep in force a Trust Agreement with a bank in The Commonwealth of Massachusetts with trust powers to receive, administer and

disburse funds, provided losses are in excess of Twenty-Five Thousand and No/100 (\$25,000.00) Dollars in each instance, pursuant to this Article. Such Trust Agreement shall incorporate the Master Deed and the By-Laws of the Association by reference and shall provide that, upon termination thereof, all monies or funds held by the insurance trustee shall be turned over only to a successor insurance trustee which shall also be a bank in The Commonwealth of Massachusetts with trust powers designated insurance trustee, pursuant to this Article. No amendment of the Master Deed or the By-Laws of the Association shall be binding on the insurance trustee until the insurance trustee receives notice of such amendment.

## ARTICLE XI - MORTGAGES

### Section 1 - Notice to Board of Governors

A Unit Owner who mortgages his Unit shall notify the Board of Governors of the name and address of the mortgagee, and such notice may be given by the mortgagee. The Board of Governors shall maintain a current list of such information and a mortgagee shall remain on such list until the Board of Governors receives written notice from such mortgagee to the contrary or a copy of a discharge by the mortgagee.

### Section 2 - Listed Mortgagee

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

### Section 3 - Unpaid Common Expenses

The Board of Governors, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common charges due from, or any violation of the

provisions of the Master Deed or these By-Laws by the Unit Owner of the mortgaged Unit which has not been cured within sixty (60) days.

#### **Section 4 - Notice of Default**

The Board of Governors, when giving notice to a Unit Owner of a default for nonpayment of common expenses or any other default or violation, shall send a copy of such notice to each mortgagee of the Unit whose name and address has theretofore been furnished to the Board of Governors.

#### **Section 5 - Examination of Books**

Each mortgagee of a Unit shall be permitted to examine the books, accounts and records of the Association at reasonable times on business days.

#### **Section 6 - Notice of Loss**

The Board of Governors shall give each first mortgagee of which they shall have a record, pursuant to Section 1 of this Article, notice whenever there is (a) damage to a mortgaged Unit in excess of One Thousand and No/100 (\$1,000.00) Dollars (notice to the mortgagee of the damaged Unit) or (b) damage to common areas and facilities in excess of Ten Thousand and No/100 (\$10,000.00) Dollars (notice to all mortgagees).

### **ARTICLE XII - SALE OF UNITS**

#### **Section 1 - Appurtenant Interest**

No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his Unit, without including therein the appurtenant interest. For the purposes of this Section, "appurtenant interest" shall include, in addition to those appurtenances described in the Master Deed, and those in the By-Laws of the Association, the following:

- a. such Unit Owner's undivided interest in the common areas and facilities and the rights in areas concerning which easements have been conveyed to the Association;
- b. membership in both the Association and the Corporation;

c. the interest of such Unit Owner in any Unit(s) theretofore acquired by the Association, or the proceeds of the sale or lease thereof, if any; and

d. the interest of such Unit Owner in any other assets of the Association.

Any deed, mortgage or other instrument purporting to affect a Unit shall be deemed and taken to include the appurtenant interest, whether or not such interests are specifically included therein. No part of the appurtenant interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interest is appurtenant or as part of a sale, transfer or other disposition of such part of the appurtenant interest of all Units in the Condominium.

#### **Section 2 - Waiver of Rights of Partition**

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

### **ARTICLE XIII - AMENDMENTS TO THE BY-LAWS OF THE ASSOCIATION**

The By-Laws of the Association may be modified or amended by the affirmative vote of sixty-six and two-thirds (66-2/3%) percent (or any larger percentage, if such modification or amendment affects a provision requiring a larger percentage) in beneficial interest of all members of the Association, present in person or by proxy at a meeting of such members of the Association duly called and held for such purpose.

### **ARTICLE XIV - CONFLICTS**

In case any of the By-Laws of the Association are in conflict with the provisions of any statute, the Articles of the Association or the Master Deed, the provisions of said statute, Articles of the Association or Master Deed, as the case may be, shall control.

## ARTICLE XV - MISCELLANEOUS

### Section 1 - Invalidity

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

### 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 the By-Laws of the Association or the intent of any provisions thereof.

### Section 3 - Waiver

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

Duly adopted by the Brook Village Condominium Association, Inc., this 15<sup>th</sup> day of July 1985.

  
Clerk





## BROOK VILLAGE CONDOMINIUM

### RULES AND REGULATIONS

#### INTRODUCTION

1. Condominium living dictates that each unit owner manage the operations of his unit in such matter that will not infringe upon the rights, comfort, or pleasure of other unit owners.
2. These Rules and Regulations have been drawn up and approved by your Board of Governors in order to provide for pleasant living, a congenial atmosphere, and guidance in handling day to day condominium maintenance and operational activities.
3. Some of these Rules and Regulations are based on ordinary common sense and experience. Others, relating to health sanitation, safety, fire and other hazards, etc., are derived from State, County and city laws, and ordinances.
4. We request that unit owners become familiar with and comply with these Rules and Regulations and make them available to guests and lessees for their information, guidance and compliance.
5. The Rules and Regulations will be reviewed at least annually by the Board of Governors. If unit owners develop ideas or suggestions for the improvement of these Rules and Regulations, it is requested that they submit their comments in writing to the Board of Governors.

#### HOUSEKEEPING

##### A. BUILDINGS

###### 1. General

Except for individual units, all parts of the building are

within the common domain of all unit owners and must not be used by anyone for loitering, play or storage of personal property. Unit owners will be held liable and accountable for any damage which they or their children, guests, lessees or pets may cause in and to the common domain.

## 2. Entrances, Exits, Halls, Stairways and Stairwells.

a. The foyer areas are for ingress and egress to and from the premises and for awaiting, meeting and greeting guests and visitors.

b. The building entrances and exits, halls, stairways and stairwells, have not been designed as play areas for children and unit owners must prohibit their children from congregating and playing in these areas.

c. No personal items such as shoes, boots, or rubbers should be left in the halls, stairways or stairwells.

d. Smoking in the halls and stairways is strictly prohibited.

## 3. Storage Areas.

a. All personal property must be stored in individual units or in attic storage spaces specifically designated for the unit.

b. Fire regulations prohibit the storage of volatile liquids, paint removers, paint thinners, brush cleaners, and non-water based paints and lacquers in the units; also prohibited in the units are gasoline motors.

## B. GROUNDS

### 1. General

All parts of the grounds of Brook Village Condominium are

within the common domain of all unit owners. These areas include the driveways, open lanes, and parking spaces. Unit owners will be held liable and accountable for any damage they or their children, guests, lessees or pets may cause in and to these parts of the common domain.

## 2. Driveways and Parking Areas.

The driveways and parking areas are not playgrounds and children are not permitted to play in these areas. The use of skateboards and roller skates in these areas is expressly forbidden.

## 3. Automobiles.

Washing of privately owned automobiles may be performed only at a designated area where a hose has been provided for this purpose; in consideration of others, please be as quiet as possible during early morning hours, especially in regard to door slamming. No major repairs of privately owned automobiles are permitted on the premises. A motor driven vehicle which cannot operate under its own power must be removed from the grounds within seventy-two hours after it is discovered that the vehicle will not function.

## 4. Deliveries.

All deliveries should be scheduled Mondays through Fridays between the hours of 8:00 A.M. and 7:00 P.M.

## C. INDIVIDUAL UNITS.

### 1. General.

a. No flammable, combustible, or explosive chemicals or materials may be kept in the units, except those required in normal household use.

b. Unit owners are responsible for the maintenance and repairs of their own units.

c. No radio or TV antenna or any external wiring for any purpose shall be installed on the exterior of the buildings.

## 2. Trash.

a. Each unit owner is responsible for the proper disposal of his own refuse (trash and garbage). Exterior refuse containers are supplied for this purpose, and no refuse may be left in the building entrances, exits, halls, stairways and stairwells.

b. Each unit owner shall direct movers and/or deliverymen of large items to remove all large cartons and containers from the premises.

c. Leaving debris, bottles, boxes, garbage cans, mops and brooms in the corridors is unsightly and unsanitary and is strictly prohibited.

## 3. Noise and Disturbances.

Occupants of units must not make or allow unreasonable noise which is disturbing to occupants of other units. Radios, TV, stereophonic equipment, organs, pianos, other musical instruments, and any other source of sound must be kept to a reasonable minimum volume, particularly when doors are open. Please be especially considerate during the hours between 10:00 P.M. and 9:00 A.M.

## PARKING AND BICYCLES

### A. PARKING

1. Parking of only one (1) privately owned automobile is

permitted for each unit. Unit owners may only park any other automobiles which they may own in such space which may be available and only with the prior written permission of the Board of Governors.

2. Guests, both daytime and overnight, must use those parking lanes assigned to "GUESTS".

3. Drivers must park so that their automobiles are completely within the white lines and should pull or back in as far as possible. Parking at an angle uses up space or adjoining lanes and is inconsiderate. Please avoid backing into shrubbery and getting exhaust fumes on them.

4. All parking lanes are for passenger automobiles only. Trucks, boats, trailers, campers, and other vehicles are not permitted on the premises without the prior written approval of the Board of Governors. All vehicles must display current license tags at all times.

5. Any vehicle blocking parking areas or left unattended in restricted areas such as loading and unloading zones, or not parking in proper lanes, may be towed away at owner's expense.

6. If, after unloading or pickup of furniture or large items, movers and/or deliverymen must remain to complete administrative details with unit owners or lessees, they must first move their trucks, vans, or other vehicles away from building entrances and loading and unloading zones so that they do not obstruct other traffic in these areas.

7. Tradesmen and journeymen must move their vehicles immediately after the loading or unloading.

## B. BUILDING.

Bicycles, toys, charcoal grills, lawn chairs and any other personal property are not allowed in any of the inside common domain areas; bicycles must be parked in the bicycle racks provided by the Association and can be secured to the racks by chains and locks furnished by the owners.

## PETS

### A. GENERAL

Except as permitted pursuant to paragraph B immediately following, no animals, birds or reptiles of any type or kind may be kept anywhere on the property at any time. Guests and lessees are not permitted to keep any pets at Brook Village Condominium.

### B. EXCEPTIONS.

#### 1. Fish and Birds.

Unit owners may keep within their own unit those small fish usually found in home aquariums and domesticated caged birds of the canary and parakeet types.

#### 2. Dogs and Cats.

(a) The keeping of a dog or cat by a unit owner may be permitted by the Board of Governors, but such permission will not be ever considered unless the unit owner is in residence. If permission is granted by the Board of Governors to have either a dog or cat, such permission may be revoked at any time at the sole discretion of the Board of Governors upon determination that the dog or cat is vicious, annoying to other unit owners, or has otherwise become a nuisance, or if the unit owner keeping a dog or cat violates any other

condition or reservation set forth herein. A unit owner having a dog or cat assumes full liability for any damage to persons or property caused by his dog or cat or resulting from its presence. Permission to keep either a dog or cat is in the sole discretion of the Board of Governors, and can be withheld for any reason, must be in writing prior to the keeping of said dog or cat and the granting of such permission may only be considered if all the following conditions are met and/or maintained.

(i) Each unit owner must register his dog or cat with the Board of Governors and provide such pertinent information as may be requested by them;

(ii) A dog or cat must be of a size that can be comfortably transported in one's arms and must not weigh more than twenty pounds;

(iii) A dog or cat must be on a leash at all times, except when in its owners's unit;

(iv) No dog or cat may be curbed anywhere on landscaped or paved areas;

(v) No animal may be walked in the interior areas of the buildings;

(vi) Dog or cat owners shall make certain that their pets refrain from barking, howling, or making other noises that may disturb other unit owners;

(vii) Pet owners are responsible for removing and disposing of their pets droppings from the common domain, and for cleaning up any mess caused by their droppings.



## SECURITY

A. Security is only as good as the unit owners make it. Security guards can be provided only if unit owners are willing to pay for their services.

B. The Governors make every effort to maintain maximum security at all times. It is incumbent upon all to cooperate and maintain good security practices.

C. Whenever entering or leaving the buildings, insure that all doors are locked; whenever in the vicinity of the exterior doors check to make sure they are locked.

D. Detain and question anyone appearing to be trespassing; call the police if necessary. Do not allow anyone not known to enter the building.

E. Solicitors are not allowed except by individual appointment with a unit owner or lessee.

F. Unit owners shall deposit with the Board of Governors keys to the units so that entrance thereto may be gained in the event of an emergency. When locks are added or changed, duplicates of the new keys shall be deposited with the Board of Governors. There are no exceptions to this rule.

G. Unit owners who intend to be away for an appreciable length of time, should be sure that the Board of Governors' office has on file an address and telephone number where they can be reached in the event of emergencies in their unit requiring their instructions; this will also insure prompt receipt of Association letters and information. The Board of Governors' office must also be informed when units are to be left unoccupied. In addition, it

is wise and prudent for unit owners to arrange with neighbors to inspect their units from time to time in order to check on its security.

#### MANAGEMENT

A. The Association is responsible for the maintenance and cleanliness of the common domain.

B. Maintenance personnel employed by the Association are charged with the maintenance and upkeep of the common domain; they perform minor repair work, preventive maintenance, gardening, and cleaning of the common areas.

C. Unit owners and lessees are prohibited from asking the staff to perform personal services on Association or "company time", however, they are free to make arrangements with staff personnel to perform tasks in individual units. These jobs must be done on their own time and remuneration for these personal services are a personal matter with the personnel concerned. Any employee of the Association found performing personal services for unit owners or lessees on Association time is subject to dismissal.

D. No unit owner or lessee is authorized to give orders to or to reprimand any member of the staff. If any unit owner or lessee is dissatisfied or unhappy with a staff member's performance of his or her duty, it should be reported to the Board of Governors in writing.

#### GUESTS

A. Unit owners and lessees are responsible for their guests' decorum and behavior and are liable for any damage which they may cause to the common domain.

B. Guests must be acquainted with the provisions of this regulation.

#### YOUTH AND CHILDREN

A. No youths or children under eighteen years of age are permitted to reside in any unit of the Condominium unless their parents, unit owners, or a responsible adult are in residence at the same time.

B. Just as for guests and lessees, unit owners are responsible for their children's decorum and behavior and are liable for any damage which they may cause to the common domain. This also applies to other children visiting unit owners and lessees.

1. Children are not permitted to play in areas of the common domain except in areas set aside for play purposes.

2. Skates, scooters, tricycles, skateboards, balls or other toys which can be thrown are prohibited in the common domain.

#### LEASING

##### A. GENERAL

The Brook Village Condominium Master Deed refers to the leasing of units and unit owners wishing to lease their units should become familiar with the reference described therein and with the following procedures.

##### B. LEASING PROCEDURE

1. Unit owners may not lease their units without prior written approval of the Board of Governors and sub'leasing is prohibited. The Board of Governors will not approve any lease without first receiving a properly executed application form.

2. An application form will be required from all prospective lessees. The Association clerk will mail applications to applicants at unit owner's request. Please include with your request the proper fee for the application to be processed. The fee for these services is \$25.00 for each leasing period.

3. A \$35.00 security deposit against damages made to the common area will be required by unit owners on behalf of their tenants. The deposits will be interest bearing.

4. All unit owners requesting leasing are asked to submit their requests for rental approval a minimum of two weeks prior to the requested dates. When replies are received by the Association, the Board of Governors will be allowed three business days to recommend approval or disapproval. If the Board does not take action within this time frame, rentals are approved automatically.

5. If a unit owner represents a lessee to be a guest, this action will constitute an infraction of these Rules and Regulations and the Master Deed. Such unit owner is then liable to any action which may be taken by the Association in accordance with the Master Deed.

6. No lease will be approved if the maintenance assessments have not been paid.

7. Lessors must insure that lessees become familiar with all of these provisions and impress upon them that they must comply with the Rules and Regulations.

8. All unit owners are responsible for their lessee's decorum and behavior.

9. Violations of the Rules and Regulations can be cause for termination of the lease and notice to vacate.

ADOPTED BY THE BOARD OF GOVERNORS THIS 15<sup>th</sup> DAY OF JULY, 1985.

BROOK VILLAGE CONDOMINIUM  
ASSOCIATION, INC.

By:

William N. Monsen Clerk

William N. Monsen, Clerk