

**AMENDMENT TO THE DECLARATION OF TRUST OF THE  
SUMMER VILLAGE CONDOMINIUM**

This Amendment to the Declaration of Trust of the Summer Village Condominium (hereinafter the "Trust") is made this 1st day of October, 2020, by the Board of Trustees of the Summer Village Condominium with the consent in writing of Summer Village Condominium Unit Owners entitled to not less than seventy-five (75%) of the beneficial interest in the Summer Village Condominium Trust;

WHEREAS, the Summer Village Condominium (the "Condominium") was created under a Master Deed and Declaration of Trust dated April 10, 2007, and recorded with the Middlesex North District Registry of Deeds at Book 21133, Page 254, and Book 21134, Page 1, respectively.

WHEREAS, Article VII Section 7.1 of the Declaration of Trust provides that the Trust may be amended from time to time by the Trustees with the consent in writing of Summer Village Condominium Unit Owners entitled to not less than seventy-five (75%) of the beneficial interest in the Summer Village Condominium Trust;

NOW THEREFORE, pursuant to the power and authority set forth under Article VII of the Declaration of Trust and every other power, the Declaration of Trust is hereby amended as follows:

I. Election/Voting Amendments

1. Article III, Section 3.1 of the Declaration of Trust is hereby amended by deleting the first sentence and replacing it with the following language:

"There shall be a Board of Trustees consisting of three (3), five (5), or seven (7) individuals. The Board of Trustees shall be established from time to time by a vote of plurality of the unit owners present in person or by proxy at a meeting where a quorum has been established except there shall always be an odd number of trustees."

2. The first Article III, Section 3.3 of the Declaration of Trust is hereby amended by deleting this section in its entirety and replacing it with the following language:

"If and whenever the number of Trustees shall become less than three (3) or less than the number of Trustees determined as aforesaid, a vacancy or vacancies shall be deemed to exist. Each such vacancy shall be filled by an instrument in writing setting forth: (a) the

appointment of a natural person to act as such Trustee, by a vote of a plurality of unit owners present or by proxy a meeting in which a quorum has been established hereunder or, if Unit Owners entitled to such percentage have not within thirty (30) days after the occurrence of any such vacancy made such appointment, by a majority of the then remaining Trustees, or by the sole remaining Trustee if only one; and (b) the acceptance of such appointment, signed and acknowledged by the person so appointed.

Such appointment shall become effective upon the recording with the Middlesex North District Registry of Deeds of such instrument or Appointment or a Certificate of such Appointment signed by a majority of the then remaining Trustees or by the sole remaining Trustee if only one together with such acceptance, and such person shall then be and become such Trustee and shall be vested with the title to the Trust Property, jointly with the remaining or surviving Trustee or Trustees, without the necessity of any act of transfer or conveyance. If for any reason any vacancy in the office of Trustee shall continue for more than sixty (60) days, and shall at the end of that time remain unfilled, a Trustee or Trustees shall continue for more than sixty (60) days, and shall at the end of that time remain unfilled, a Trustee or Trustees and to such other, if any, parties in interest to whom the court may direct that notice be given. The foregoing provisions of this Section to the contrary notwithstanding, despite any vacancy in the office of Trustee, however caused and for whatever duration the remaining or surviving Trustees shall continue to exercise and discharge all of the powers, discretions, and duties hereby conferred or imposed upon the Trustees.”

3. The second Article III, Section 3.3 of the Declaration of Trust is hereby amended to renumber this section to 3.3(a) by deleting the following language:

“In any matter regarding votes by Unit Owners, a quorum is a majority of the beneficial interest as set forth in the Master Deed.”

4. Article V, Section 5.12.2 of the Declaration of Trust is hereby amended in its entirety and replaced with the following language.

“Section 5.12.2. Meetings of Unit Owners. There shall be an annual meeting of Unit Owners on the last Saturday in August, of each year, commencing with the year 2007, at 7:30 p.m. The Trustees may call a Special Meeting of the Unit Owners as needed. Meetings may be conducted via audio or video conference, or at the Condominium or at such other reasonable place, date and time as may be designated by the Trustees by written notice given to the Unit Owners at least seven days prior to the date so designated. At the annual meeting of the Unit Owners, the Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Trustees propose to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall so state and reasonable specify such matter.”

“At any meeting of the Summer Village Condominium, the number of Unit Owners present in person or by proxy holding at least 33 1/3 percent of the total voting power shall constitute a quorum. Where a quorum has been established at any meeting unless otherwise provided in the Master Deed, the Declaration of Trust or By-laws, a plurality of the owners total voting interest present in person or by proxy shall vote on any business brought before the meeting.”

“If a quorum shall not be present or represented at any meeting of the Unit Owners, the Unit Owners present in person or represented by proxy shall have the power to adjourn the meeting from time to time, without notice, other than announcement at the meeting, until a quorum shall be present or presented. At such adjourned meeting at which a quorum shall be present or presented, any business may be transacted which would have been transacted at the meeting as originally noticed. Notwithstanding the foregoing, no such subsequent meeting shall be held more than sixty (60) days following the date of the original meeting.”

5. Article V, Section 5.12.3 of the Declaration of Trust is hereby amended by adding a new section titled 5.12.3 as follows:

“Article V, Section 5.12.3. Elections and Other Meetings. The Board of Trustees shall have the sole right in any election and/or other meeting of the association or the Board to utilize electronic voting, secret ballots, proxies and directed proxies and/or any other form of technology to assist with these voting and/or meeting mechanisms.”

6. Article V, Section 5.13 is hereby amended by adding the following language after the last sentence in that section.

“The trustees may also utilize e-mail, and other forms of electronic technology to substitute providing notice as set forth in the Master Deed and/or Declaration of Trust.”

7. Article V, Section 5.16 shall be amended in its entirety and replaced with the following language:

“5.16 Voting at Meetings. At all meetings of Unit Owners, all Owners may vote in person or by proxy. All proxies shall be (a) in writing signed by or on behalf of all the Owners of the Unit involved, (b) dated and (c) filed with the Secretary of the Trust and/or otherwise set forth in the Master Deed and Trust as Amended. No proxy shall be valid beyond the date of the final adjournment of the first meeting of Owners, whether annual or special, held on or after the date thereof and every proxy shall automatically terminate upon sale by the Owner of his Unit. However, if a meeting is adjourned due to a lack of Quorum, the proxy will remain valid for an additional sixty (60) days. A proxy may be revoked by notice given by any Owner of the Unit involved to the person presiding at the meeting at which it is to be cast. Any proxy which purports to be revocable without such notice shall be void.”

II. Insurance Amendments.

1. Article V, Section 5.5(a)(1) of the Declaration of Trust is hereby amended as follows:

The first sentence of the second paragraph is deleted and the following language is adopted in its place.

“The Board shall have the right in their sole discretion to set the amount of the insurance deductibles.”

2. Article V, Section 5.5(a)(1) is hereby amended by deleting the following language.

“Each Unit Owner shall maintain, at his or her own expense, a unit-owners so-called “HO-6” insurance policy providing hazard and liability insurance for his or her unit. Each Unit Owner shall also maintain a so-called “HO-32” coverage. Said endorsement shall also provide coverage for the deductible amount of the Master Policy as determined from time to time by the Trustees, but not to exceed \$10,000.00.”

And substituting in its place, the following language:

“Each Unit Owner shall maintain, at his or her own expense, a unit-owners so-called “HO-6” insurance policy, providing hazard and liability insurance for his or her unit. Each Unit Owner shall also maintain a so-called “HO-32” endorsement to said policy, which will extend coverage from “named perils” to “all risk” coverage. Said endorsement shall also provide coverage for the deductible amount of the Master Policy as determined from time to time by the Trustees.”

III. Miscellaneous Amendments.

1. Article V, Section 5.12.1 shall be amended by replacing the words “Treasurer and Secretary shall be the same person” and replacing that language with “Treasurer and Secretary may be the same person.”
2. Article V, Section 5.17.5 of the Declaration of Trust is hereby amended by deleting the text “5.18.2” and inserting in its place “5.17.2”.
3. Article V, Section 5.17.6 and 5.17.7 are hereby deleted in its entirety and replaced with the following language:

“5.17.6 Chairperson. The Chairperson shall preside at all meetings of the Trustees and of the Unit Owners and shall have such other powers and perform such other duties as are provided in the Master Deed or in this Trust and Bylaws or as may be designated by the Trustees of the Unit Owners from time to time or as are ordinarily exercised by the presiding officer of the corporation.”

"5.17(a) Secretary. The Secretary shall record the votes and keep the minutes of all meetings of the Trustees and of the Unit Owners in a book or books to be kept for that purpose. He or she shall keep the records and documents of the Trustees and of the Unit Owners. He or she shall record in a book kept for that purpose the names of all Unit Owners, together with their addresses as registered by such Unit Owners, and shall have such other powers and duties as may be delegated to her or him by the Trustees of the Unit Owners from time to time."

"5.17(b) Treasurer. The Treasurer shall be responsible for the funds of the Trust and shall be responsible for keeping or having kept full and accurate financial records and books of account showing all receipts and disbursements of the Trust and any other financial data required by the Trustees or by the Unit Owners. He or she shall be responsible for the deposit of all funds in the name of the Trustee in such depositories as may be designated by the Trustees from time to time. The Trustees may delegate such other of the Treasurer's powers and duties to the manager or managing agent as they deem to be advisable."

4. Article VII, Section 7.5 is hereby amended by adding a new section 7.5 as follows:

"Section 7.5. One Year to Challenge. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one year after the amendment is recorded."

The voting period for the above provisions shall be for a period of sixty (60) days after the date of the Special Meeting, if a continuance is necessary to secure votes and record this document in the registry of deeds.

IN WITNESS WHEREOF, the undersigned Trustees of the Summer Village Condominium Trust hereby certify that the Unit Owners holding no less than seventy-five (75%) of the beneficial interest in the Trust have voted to adopt this amendment to the Declaration of Trust.

*Signatures Appear on the Following Page*

BOARD OF TRUSTEES,  
SUMMER VILLAGE CONDOMINIUM TRUST,

Larry Harrington  
Larry Harrington, Chair  
Board of Trustees

Roslyn LeRette  
Roslyn LeRette, Member  
Board of Trustees

Karen DeWeese  
Karen DeWeese, Member  
Board of Trustees

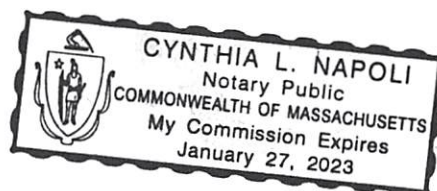
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

October 5, 2020

On this 5th day of October, 2020, the undersigned notary public, attests to the signature of Rosalyn LeRette, known to me by satisfactory evidence of identification, which was a Massachusetts Driver's License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose, as a member of the duly authorized Board of Trustees of the Summer Village Condominium Trust Association.

Cynthia L. Napoli  
Official Signature and Seal of Notary  
My Commission Expires: Jan 27, 2023



**HAWAII ALL-PURPOSE ACKNOWLEDGMENT**

**H.R.S 502-41(6)**

State of Hawaii

County of HONOLULU

ss.

On this 2<sup>nd</sup> day of OCTOBER, 2020, in the FIRST Circuit Court, State of Hawaii,  
Day Month Year Name of Circuit

before me personally appeared LAWRENCE HARRINGTON (,) (and  
Name of Signer 1

N/A

(,) to me personally known or proved  
Name of Signer 2 (if any)

to me on the basis of satisfactory evidence to be the person(s) whose name(s)  
is/are subscribed to this instrument, who, being by me duly sworn or affirmed, did say  
that such person(s) executed the foregoing instrument identified or described as  
AMENDMENT TO THE MASTER DEED OF THE  
SEALER VILLAGE CONDOMINIUM as the free act and deed of such person(s),  
Type of Document

and if applicable, in the capacity shown having been duly authorized to execute such instrument  
in such capacity. The foregoing instrument is dated UNDATED and  
Date of Document

contained 3 pages at the time of this acknowledgment/certification.  
No. of Pages

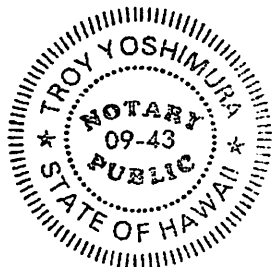
**Troy Yoshimura**

Printed Name of Notary Public

Notary Public — STATE OF HAWAII

My commission expires: 02/08/2021

Signature of Notary Public



Place Notary Seal or Stamp Above



Clear/Reset

WELLS  
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# All-purpose Acknowledgment California

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

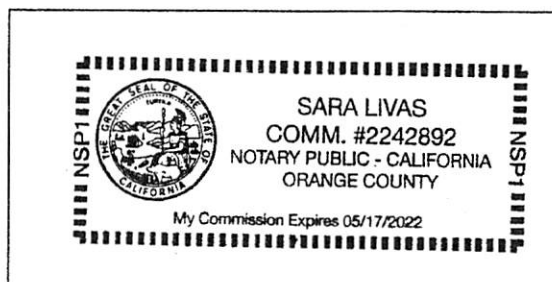
County of Orange

On 10/01/2020 before me, Sara Livas, Notary Public (here insert name and title of the officer),

personally appeared KAREN DEWEESE

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Notary Seal

WITNESS my hand  
and official seal.

Signature \_\_\_\_\_

## For Bank Purposes Only

Description of Attached Document

Type or Title of Document AMENDMENT TO THE MASTER DEED OF THE SUMMER VILLAGE CONDOMINIUM

Document Date \_\_\_\_\_ Number of Pages 3

Signer(s) Other Than Named Above \_\_\_\_\_

Account Number (if applicable) \_\_\_\_\_



F001-000DSG5350CA-01



# Middlesex North Registry of Deeds

## Electronically Recorded Document

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### Recording Information

Document Number	: 49441
Document Type	: AMEND
Recorded Date	: October 06, 2020
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Recorded Book and Page	: 34729 / 287
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Receipt Number	: 901075
Recording Fee	: \$105.00

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