

BY-LAWS OF DEEPWOODS CONDOMINIUM ASSOCIATION

ARTICLE I. NAME:

The name of this association shall be Deepwoods Condominium Association, hereinafter referred to as the Association.

ARTICLE II. PURPOSE:

The purpose for which the Association is formed is as follows: A condominium known as Deepwoods Condominium has been created pursuant to its Master Deed dated May 14, 1999 and recorded with the Hampshire County Registry of Deeds immediately prior hereto. The documents creating the condominium provide for the ownership, operation, management, maintenance and use of the units within the property together with certain other improvements. This association is being organized for the purpose of providing a convenient means of administering the condominium by the owners thereof.

ARTICLE III. POWERS:

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers which are not in conflict with the terms of these Articles in addition to the powers conferred upon it by Chapter 183A of the General Laws of the Commonwealth of Massachusetts.
2. The Association shall have all of the powers reasonably necessary to implement the purpose of the Association, including but not limited to the following:
 - a. Operation, care, upkeep and maintenance of the Condominium property except as otherwise provided in the Master Deed.
 - b. Determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Condominium.
 - c. Collection of the common charges from the Unit Owners.
 - d. Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the property.
 - e. Adoption and amendment of rules and regulations covering the details of the operation and use of the Condominium.

- f. Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.
- g. Leasing, managing and otherwise dealing with such community facilities as may be provided for in the Master Deed as being common areas and facilities ("Common Elements").
- h. Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to it or purchased by it as the result of enforcement of the lien for common expenses, or otherwise.
- i. Obtaining of insurance for the Condominium, including the Units, pursuant to the provisions hereof.
- j. Making of repairs, additions and improvements to, or alterations of, the Condominium, and repairs to and restoration of the Condominium in accordance with the other provisions of Condominium documents.
- k. The Board of Managers shall have the power to enforce obligations of Unit Owners; to enforce the rules and regulations of the Condominium; to allocate income and expenses; and to do anything and everything else necessary and proper for the sound management of the Condominium.
- l. Grant or relocate easements.
- m. Enter into management contracts for the management of the Common Elements.
- n. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Master Deed Declaration of Condominium which governs the use of the Property.

ARTICLE IV. PRINCIPAL OFFICE AND FISCAL YEAR:

- 1. The principal office of the Association shall be at 399 Bridge Road, (Florence) Northampton, Hampshire County, Massachusetts.
- 2. The fiscal year of the Association shall be the calendar year.

ARTICLE V. MEMBERS

- 1. All owners of units in the condominium shall be members of the Association, and no other persons or entities shall be entitled to membership.

2. Membership in the Association shall be established by recording in the Hampshire County Registry of Deeds of a deed or other instrument establishing a change of record title to a unit in the condominium and the delivery to the Association of a certified copy of such instrument, the new owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.
3. Each unit owner shall have the same percentage interest in the Association as his proportionate interest in the common areas and facilities as provided in the Master Deed Declaration of Condominium and such interest shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Such interest cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the units in the condominium.
4. The annual meeting of the members shall be held at the office of the Association (or any other location designated by the Association) at ten o'clock A.M. on the third Monday in January of each year for the purpose of electing managers and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour of the next succeeding day.
5. Special members' meetings shall be held whenever called by the President or by a majority of the Board of Managers, and must be called by such officer upon receipt of a written request from one-third of the members.
6. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Clerk, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of a meeting may be waived before or after meetings.
7. A quorum at members' meetings shall consist of members entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof as a written consent thereto shall constitute the presence of such member for the purpose of determining a quorum.
8. The vote of the owners of a unit owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the unit and filed with the Clerk of the Association. Such certificate shall be valid until revoked by a subsequent certificate.
9. Proxies. Vote may be cast in person or by proxy, in a form acceptable to the clerk. Proxies shall be valid only for the particular meeting designated therein and must be filed with the

Clerk before the appointed time of the meeting.

10. Approval or disapproval of a unit owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.
11. Adjourned meetings. If any meeting of the membership cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.
12. The order of business at annual meetings of members and, as far as practical at all other meetings of members shall be:
 - a. Election of chairman of the meeting.
 - b. Calling of the roll and certifying of proxies.
 - c. Proof of notice of meeting or waiver of notice.
 - d. Reading and disposal of any unapproved minutes.
 - e. Reports of officers.
 - f. Reports of committees.
 - g. Election of managers.
 - h. Unfinished business.
 - i. New business.
 - j. Adjournment.

ARTICLE VI. MANAGING BOARD

1. The business and affairs of the Association shall be managed by a Managing Board. The initial Managing Board shall consist solely of David J. McCutcheon until three (3) years following the conveyance of the first unit or until his resignation, whichever is the earlier to occur. If within three years following the conveyance of the first unit all units of the Condominium have been conveyed by the Seller, David J. McCutcheon shall offer his resignation upon the sale of the last Unit. Notwithstanding any other term or provision of these By-Laws to the contrary, the Unit Owners shall have no power or right to remove David J. McCutcheon, nor to appoint any additional or successor Managers, until the expiration of his term as set forth in the immediately preceding sentence. Thereafter, the business and the affairs of the Association will be managed by a board of four managers unless there exist fewer than four separate unit owners in which case the number of managers may be less than four. Each member of the Board of Managers shall be either the owner of a unit or have an interest therein.
2. Members of the Board of Managers shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.

3. Vacancies in the Board of Managers may be filled until the date of the next annual meeting by the remaining managers.
4. The term of each manager's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.
5. The organization meeting of a newly-elected Board of Managers shall be held at such place and time as shall be fixed by the managers at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary providing a quorum shall be present.
6. Regular meetings of the Board of Managers may be held at such time and place as shall be determined, from time to time, by a majority of the managers. Notice of regular meetings shall be given to each manager, personally or by mail or telephone at least three days prior to the day named for such meeting unless such notice is waived.
7. Special meetings of the Managers may be called by the President and must be called by the Clerk at the written request of one-third of the votes of the board. Not less than three days' notice of the meeting shall be given personally or by mail or telephone, which notice shall state the time, place and purpose of the meeting.
8. Waiver of notice. Any Manager may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.
9. A quorum at Managers' meetings shall consist of the Managers entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Managers except as specifically otherwise provided in the Master Deed Declaration of Condominium. If at any meeting of the Board of Managers there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a manager in the action of a meeting who in writing shall consent thereto shall constitute the presence of such Manager for the purpose of determining a quorum.
10. The presiding officer of Managers' meetings shall be the President. In the absence of the presiding officer the Managers present shall designate one of their number to preside.
11. No Manager shall receive compensation for his or her services.
12. Powers and duties of the board of Managers: All of the powers and duties of the Association shall be exercised by the Board of Managers including those existing under the common law

and statutes, and the condominium documents. Such powers and duties of the Managers shall be exercised in accordance with the provisions of the Master Deed Declaration of Condominium and the other condominium documents, and shall include but shall not be limited to the powers set forth in Article III, Section 2 hereof and the following:

- a. Emergency works of repair, replacement or maintenance of the common elements are solely the responsibility of the Board of Managers and may not be undertaken by any unit owner nor will there be any liability of the Board of Managers to reimburse any unit owner who does so in violation of this provision.
- b. To pay taxes and assessments which are liens against any part of the condominium other than individual units and the appurtenances thereto, and to assess the same against the unit subject to such liens.
- c. To carry insurance for the protection of unit owners and the Association against casualty and liabilities.
- d. To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not billed to owners of individual units. In this regard, it shall be the responsibility of the Board to make arrangements to flush out the water supply system of the Condominium twice per year. Prior to taking such action, the Board shall notify the appropriate department for the City of Northampton as to the manner and timing of such flushing activity.
- e. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.
- f. To insure the proper enforcement of restrictions imposed upon the Condominium by the Northampton Conservation Commission, which restrictions are set forth in the "Order of Conditions" dated March 23, 1998 and recorded with the Hampshire County Registry of Deeds, Book 5351, Page 291.

ARTICLE VII. OFFICERS:

1. The executive officers of the Association shall be a President, a Treasurer and a Clerk. All officers shall be elected annually by the Association. A member of the Association may be elected to more than one office except that the Treasurer shall hold no other officer position.
2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the affairs of the Association. He together with the Treasurer may endorse for deposit or collection all checks,

notes, etc., payable to the Association or its order and may accept drafts on behalf of the Association. He together with the Treasurer shall have the power to borrow and pay out such money as may be necessary in the transaction of the Association's business and shall also have the power to sign all checks, drafts, bills of exchange, promissory notes and other documents required in such transaction.

3. The Clerk shall keep the minutes of all proceedings of the Managers and the members. He shall attend to the giving and serving of all notices to the members and Managers and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of clerk of any association and as may be required by the Managers or the President. In the absence of the Clerk, a Clerk pro tempore shall be chosen to record the proceedings of the meeting.
4. The Treasurer shall have the custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members and unit owners; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.
5. Except as otherwise authorized by the Managing Board, all agreements, contracts, leases, checks and other instruments of the Association may be executed by, and payment vouchers shall be approved by, any two officers of the Association. A statement from the Association setting forth the amount of unpaid common expenses which have been assessed against a unit owner may be executed and acknowledged by either the President or the Treasurer of the Association.

ARTICLE VIII. FISCAL MANAGEMENT

1. The board of Managers shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following items:
 - a. Common expense budget:
 - i Maintenance and operation of common elements.
 - ii Utility services.
 - iii Casualty insurance.
 - iv Liability insurance.
 - v Administration.
 - b. Assessments against each member whose Unit has been issued a certificate of occupancy.

2. Copies of the proposed budget and assessments shall be transmitted to each member at least Thirty (30) days prior to the commencement of each fiscal year. Each Unit Owner thereafter shall pay one-twelfth of his share of the estimated common expenses monthly in advance on the first day of each month. In the event that the Board of Managers shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, or in the reasonable opinion of the Managers likely to be incurred, the Board of Managers shall make a supplemental assessment or assessments and render statements therefor. The Board of Managers may in its discretion provide for payments of statements in monthly or other installments. In order to create a reserve fund for future contingencies, the Board of Managers may assess from time to time, in addition to the forgoing assessments, each Unit Owner for a sum or sums sufficient to provide the Condominium Association with sufficient capital to meet emergencies and other contingencies. In the event of default by any unit owner in paying to the Association the common charges as determined by the Managing Board, such unit owner shall be obligated to pay interest at the rate of ten (10%) percent on such common charges from the due date thereof, together with all expenses, including attorneys fees, incurred by the Managing Board in any proceeding brought to collect such unpaid common charges. All such unpaid common charges shall constitute a lien to the extent provided by law. The Managing Board shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against such unit owner, or by foreclosure of the lien on such unit as provided by law.
3. In addition to the foregoing, (and not in substitution thereof) to ensure that the Association will have the funds to meet unforeseen expenditures or to purchase any additional equipment or services, there shall be a working capital fund at least equal to two (2) months' estimated common charges for each unit. Any amounts paid into this fund shall not be considered as advance payments of regular assessments. Each unit's share of the working capital fund shall be collected at the time the sale of the unit is closed. When control of the Condominium is transferred the working capital fund shall be transferred to the Managers for deposit to a segregated fund. During the term of the Initial Board the working capital fund which is the subject of this Subsection cannot be used to defray the expenses, reserve contributions, or construction costs which are the responsibility of the Declarant in its role as developer of the Condominium or to make up budget deficits. The Declarant may reimburse itself for these payments from the funds collected at closing when the unsold units are sold.
4. The Board of Managers shall expend common funds for common expenses and lawful purposes permitted hereby and by the provisions of said Chapter 183A.
5. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Managers and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by both the President and the Treasurer.

6. An audit of the accounts of the Association shall be made annually and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made. Records of the receipts and expenditures affecting the common areas and facilities shall specify and itemize the maintenance and repair expenses of the common areas and facilities and any other expenses incurred.
7. Fidelity bonds may be required by the Board of Managers from all officers and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Managers, but shall be at least the amount of the total annual assessments against owners for common expenses. The premiums on such bonds shall be paid by the Association.

ARTICLE IX. INDEMNIFICATION:

Every Manager and every Officer of the Association shall be indemnified by the Association against all reasonable expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Manager or Officer of the Association, or any settlement thereof, except in such cases wherein the Manager or Officer is culpable of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Managers approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Manager or Officer may be entitled.

ARTICLE X. MORTGAGES

Notwithstanding anything in the Master Deed, the By-Laws or the Rules and Regulations promulgated pursuant thereto to the contrary, the following provisions shall apply for the protection of the holders of the First Mortgages of record with respect to the Units and shall be enforceable by First Mortgagee.

1. *Notice of Unpaid Common Charges.* The Managing Board shall promptly report to the mortgagees any then unpaid common charges due from, or any other default by, the owner of the mortgaged unit.
2. *Notice of default.* The Managing Board when giving notice to a unit owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Managing Board.

3. *Examination of Books.* Each unit owner and each mortgagee of a unit shall be permitted to examine the books of account of the Condominium at reasonable times.
4. *Notice of Meetings.* The Managing Board shall give written notice to any mortgagee of which it has notice of any meeting of unit owners called for the purpose of amending these By-Laws or for the purpose of voting on the repair or restoration of the Condominium after a casualty loss. Failure to notify any such mortgagee shall render any such vote voidable by such mortgagee.
5. *Consent of Mortgagees.* No amendment to the Master Deed or by-Laws and no other action taken by the Association of Unit Owners which seeks to abandon, partition, subdivide, encumber, sell or transfer the common areas and facilities shall be effective without the written consent of seventy-five percent of the holders of first mortgages on the units.
6. *Insurance proceeds.* In no event shall any provision of this Master Deed or the 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 a taking of such Unit and/or the common areas and facilities.
7. *Contracts.* No agreement for professional management of the Condominium or any other contract with the Declarant may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.
8. The Declarant intends that the provisions of this Article X shall comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to condominium loans, and, except as may otherwise specifically be provided in these By-Laws and the Master Deed, all questions with respect thereto shall be resolved consistent with that intention.

ARTICLE X1. AMENDMENTS:

Amendments to the By-Laws shall be proposed and adopted in the following manner.

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. A resolution adopting a proposed amendment must receive approval of 66% of the votes of the entire membership of the Association. Members not present at the meetings considering the amendment may express their consent in writing.

3. Initiation. An amendment may be proposed by either the Board of Managers or by the members of the Association.
4. Effective date. An amendment when adopted shall become effective only after being recorded in the Hampshire County Registry of Deeds.
5. Notwithstanding the foregoing the Declarant shall have the right to amend for the purposes set forth in Section 7 of the Master Deed.

ARTICLE XI. INSURANCE:

1. The managers shall obtain and maintain, to the extent available, master policies of casualty and physical damage insurance for the benefit and protection of the Managers and all of the Unit Owners, naming as the insured, and with loss proceeds payable to, the Managers hereunder, as Insurance Trustees for all of the Unit Owners and their respective mortgagees, as their interests may appear, such insurance to cover the Units, all other portions of the buildings, and all other insurable improvements forming part of the Common Elements; but not including: (a) the furniture, furnishings or other personal property of the Unit Owners, whether within the Units, or elsewhere; (b) improvements within a Unit made by the Owners thereof subsequent to the first sale of such Unit by the Seller, as to which it shall be the separate responsibility of the Unit Owners to insure. Such insurance shall, unless the same is not obtainable, be maintained in an amount equal to not less than the replacement value (exclusive of foundations), as determined by the Trustees, of the insured property, and shall insure against: (a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement; and (b) such other hazards or risks as the Managers from time to time in their discretion shall determine to be appropriate, including, but not limited to, vandalism, malicious mischief, windstorm and water damage, earthquake, and boiler and machinery explosion or damage.
2. All policies of casualty or physical damage insurance shall, unless the same is not obtainable, provide: (a) that such policies may not be cancelled, terminated or substantially modified without at least twenty (20) days' written notice to the insureds; (b) that, notwithstanding any provisions thereof which give the insurer the right to elect to restore damage in lieu of making a cash settlement, such election may not be exercisable without the approval of the Managers and may not be exercisable if in conflict with the terms of these By-Laws; (c) for waiver of subrogation as to any claims against the Association, the managers, agents, employees, the Unit Owners and their respective employees, agents and guests; (d) for waivers of any defense based upon the conduct of any insured; and (e) in substance and effect that the insurer shall not be entitled to contribution as against any casualty, insurance for which may be purchased separately by Unit Owners.
3. The Managers hereunder designated as Insurance Trustees as aforesaid shall collect and receive all casualty loss insurance proceeds and shall hold, use, apply and disburse the same

in accordance with applicable provisions of Article XII. With respect to losses which affect portions of elements covered by such insurance of more than one Unit to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Managers in their judgment, in a fair equitable manner.

4. The Managers shall obtain and maintain, to the extent obtainable: (a) public liability insurance in such limits as the Managers may, from time to time, determine covering the Association, each member of the Managing Board, and each unit owner with respect to liability arising out of ownership, maintenance or repair of those portions of the property not reserved for exclusive use by the owner or owners of a single unit, such insurance to provide for cross claims by the co-insurers; (b) workmens compensation insurance; and (c) such other insurance as the Managers may determine. Such insurance shall not cover the liability of any Unit Owner as to claims arising out of incidents occurring within his own Unit, but it shall be the responsibility of each Unit Owner to maintain public liability insurance therefor.
5. The cost of all such insurance obtained and maintained by the Managers pursuant to the provisions of this Article XI shall be a common expense. Certificates of insurance, with proper mortgagee endorsements, when requested, shall be issued to the Owners of each Unit.

ARTICLE XIII. REBUILDING AND RESTORATION; IMPROVEMENTS.

1. In the event of any casualty loss to the Condominium property, the Managers shall determine in their reasonable discretion whether or not such loss exceeds ten percent (10%) of the value of the Condominium immediately prior to the casualty, and shall notify all Unit Owners of such determination. If such loss as so determined does not exceed ten percent (10%) of such value, the Managers shall proceed, without notice to the Unit Owners, with the necessary repairs, rebuilding, or restoration.
2. If said casualty loss exceeds ten percent (10%) of the value of the Condominium prior to the casualty and if within one hundred twenty (120) days of the date of such loss, seventy-five (75%) percent or more of the unit owners do not agree to proceed with repair or restoration, a unit owner's proportionate share of the insurance proceeds (determined by his percentage interest in the common areas and facilities) shall, to the extent permitted by law, be paid first to the holder of the first mortgage of such unit, if any, up to, but not in excess of, the amount secured thereby, and the Property shall be subject to partition and net proceeds of a partition sale together with common funds of the Association and Condominium (adjusted for insurance proceeds paid or payable to mortgagees as aforesaid) shall be divided all as provided by law, distribution thereof to be made first to the holder of the first mortgages on units, if any, to the extent of the amounts respectively secured thereby. Upon such sale, the Condominium shall be deemed removed from the provisions of Chapter 183A of the Massachusetts General Laws.
3. All insurance proceeds paid to the Managing Board as trustees on account of any casualty

shall be dedicated solely to the repair or restoration of the loss, and any application of said proceeds by the Managers on account thereof, shall be prior to the application of such proceeds for any other purposes.

4. In the event that the total cost of repair or restoration as estimated on the basis of an independent appraisal, or as determined during the course of repair or restoration exceeds the total sum of available insurance proceeds, the Managers shall, assess, levy or charge all unit owners, as a common expense, for the amount estimated to repair or restore the Property in excess of the insurance proceeds available therefor.
5. The Managing Board may perform emergency work essential to the preservation and safety of the property or the safety of persons, or required to avoid the suspension of any essential service to the Property without having first adjusted the loss or obtained proceeds of insurance.
6. If there shall have been a repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be added to the Condominium's reserve fund or, at the option of the Managers divided among the unit owners or to the first mortgagees of any unit encumbered by a mortgage of record in proportion to their respective interests in the common areas and facilities. Any insurance, shall be divided in proportion to the Unit Owner's respective undivided ownership in the Common Elements.
7. If seventy-five percent (75%) in interest of the Unit Owners agree to proceed with the necessary repair or restoration, the cost of rebuilding the Condominium, in excess of any available common funds including the proceeds of any insurance, shall be a common expense, provided, however, that if such excess cost exceeds ten percent (10%) of the value of the Condominium prior to the casualty, any Unit Owner who did not so agree may apply to the Superior Court of Hampshire County, on such notice to the Association as the Court shall direct, for an order directing the purchase of his Unit by the Association at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.
8. If fifty percent (50%) or more, but less than seventy-five percent (75%) in interest of the Unit Owners agree to make an improvement to the Common Elements, the cost of such improvement shall be borne solely by the Unit Owners so agreeing.
9. Seventy-Five percent (75%) or more in interest of the Unit Owners may agree to make an improvement to the Common Elements and assess the cost thereof to all Unit Owners as a common expense; but if such improvement shall cost in excess of ten percent (10%) of the then value of the Condominium, any Unit Owner not so agreeing may apply to the Superior Court of Hampshire County, on such notice to the Trust as the Court shall direct, for an order

directing the purchase of his Unit by the Trust at fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

ARTICLE XIV. RULES AND REGULATIONS.

The Board of Managers has adopted the Rules and Regulations set forth in Schedule A annexed hereto and made part of these By-Laws, governing the details of the operation and use of the Common Elements, and containing such restrictions on and requirements respecting the use and maintenance of the Units and the Common Elements as are consistent with the provisions of the Master Deed, and designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the Common Elements.

By vote of a majority in number of the Board of Managers, the Board of Managers may at any time and from time to time amend, modify and rescind the Rules and Regulations.

ARTICLE XV. SALE OF UNITS

1. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests (as hereinafter defined); it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interest, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the Unit to which such interest are appurtenant, or as part of a sale, transfer, or other disposition of such part of the Appurtenant Interests of all Units.

"Appurtenant Interests", as used herein, shall include: (a) the undivided interest of the Unit Owner in the Common Elements; (b) the interest of such Unit Owner in the Common Elements; (c) the interest of such Unit Owner in any Units theretofore acquired by the Managing Board on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; (d) the interest of such Unit Owner in any other assets of the Condominium and (e) exclusive rights, including but not limited to patios, as provided in the Master Deed and Unit Deeds, if any.

2. No Unit Owner shall convey, mortgage, pledge, hypothecate, or sell his Unit unless and until he shall have paid in full to the Association all unpaid common charges theretofore assessed by the Managing Board against his Unit and until he shall have satisfied all unpaid liens against such Unit.

3. Each Unit Owner acknowledges, understands and agrees that the Premises known as Deepwoods Condominium is subject to the Northampton Wetlands Protection Ordinance and/or Wetlands Protection Act. Any construction or maintenance work performed on this property requires an Order of Conditions, and/or a Determination of Applicability from the Northampton Conservation Commission.

ARTICLE XVI. MISCELLANEOUS.

1. Notice to Mortgagees: The Managing Board will, upon written request of a mortgagee of any Unit, notify in writing said mortgagee of any default in the performance by the Unit Owner of any obligations under the Condominium documents which remains uncured for a period of sixty (60) days.

Upon written request to the Board of Managers, identifying the name and address of the holder, insurer or guarantor and the Unit number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

- a. 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 held, insured or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable.
 - b. Any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to a first mortgage held, insured or guaranteed by such eligible insurer or guarantor, which remains uncured for a period of sixty (60) days.
 - c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
2. Notices to Unit Owners: Every notice to any Unit Owner required under the provisions hereof, or which may be deemed by the Managers necessary or desirable in connection with the By-laws created hereby, shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Managers to such Unit Owner by leaving such notice with him at his residence in the Condominium or by mailing it, postage prepaid, addressed to such Unit Owner at his address as it appears upon the records of the Association, at least five (5) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given, or such longer period of time as may be required by the specific terms of this instrument. Unit Owners may waive notice by duly executing an appropriate waiver of notice.
 3. Inspection of Books; Reports to Unit Owners: Books, accounts and records of the Managing Board shall be open to inspection to any one or more of the Managers and the Unit Owners at all reasonable times.

- 4. Maintenance of Units: The Unit Owners shall be responsible for the proper maintenance and repair of the interior of their respective Units. If a majority of the Managers shall at any time in their reasonable judgment determine that the interior of a Unit is in such need of maintenance, painting or repair that the market value of an adjacent Unit or Units is being adversely affected, or that the condition of a Unit or any fixtures, furnishing, facility or equipment thereof is hazardous to any Unit or the occupants thereof, the Managing Board shall in writing request the Unit Owner to perform the needed maintenance, painting or repair, or otherwise to correct the hazardous condition, and in case such work shall not have been commenced within fifteen (15) days (or such reasonably shorter period in case of emergency, as the Managers shall determine), of such request and brought to diligent completion, the Managers shall be entitled to have access to the Unit and to have the work performed for the account of such Unit Owner whose Unit is in need of work, and the cost thereof shall constitute a lien upon such Unit, and such Unit Owner shall be personally liable therefor, provided that the lien thus created shall be subordinate to first mortgages of record.

ACCEPTANCE OF APPOINTMENT

The undersigned being named as the original member of the Managing Board of Deepwoods Condominium Association, being the managing board of the organization of unit owners of Deepwoods Condominium, hereby accepts appointment to said Managing Board and all trusts imposed thereby and agrees for himself and for his successors as members of the Managing Board to be bound by and act in accordance with the foregoing By-Laws to be recorded with the Master Deed of Deepwoods Condominium, and any duly enacted amendments thereof.

IN WITNESS WHEREOF, the said DAVID J. MCCUTCHEON has hereto set his hand and seal this 14th day of May, 1999.

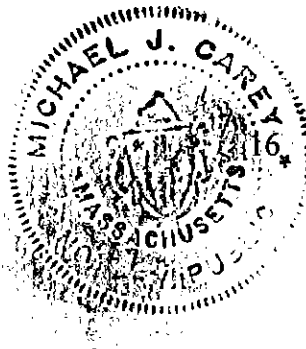
David J. McCutcheon
DAVID J. MCCUTCHEON

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, SS

MAY 14, 1999

Then Personally appeared the above-named DAVID J. MCCUTCHEON and acknowledged the foregoing instrument to be his free act and deed, before me.



Michael J. Carey
MICHAEL J. CAREY
Notary Public
My Commission Expires Nov. 30, 2001

SCHEDULE A

Incorporated into and made a part of the By-Laws of the DEEPWOODS CONDOMINIUM.

RULES AND REGULATIONS OF DEEPWOODS CONDOMINIUM

Each unit owner, invitee, employee, relative, guest, or otherwise, hereinafter referred to as occupant of the Condominium property, shall, in addition to the obligations and duties as set forth in the Master Deed Declaration of Condominium, the By-Laws or any amendments thereto, be governed by the following rules and regulations.

1. No part of the Property shall be used for any purpose except housing and the common recreational purposes for which the Property was designed. Each residential unit shall be used as a residence for a single family, its servants and guests. No portion of any unit may be used as a professional office whether or not accessory to a residential use.
2. There shall be no obstruction of the Common Elements nor shall anything be stored in the common elements without the prior consent of the Managing Board except as herein or in the By-Laws expressly provided. Each unit owner shall be obligated to maintain and keep in good order and repair his own unit.
3. No carriages, toys, bicycles, carts, chairs, portable furniture or similar type articles shall be placed on any part of the common areas and facilities except when such articles are in actual use by a unit owner or his family or guests.
4. Unit owners shall not cause or permit anything to be placed, hung or displayed on the exterior of any of the condominium structures, nor shall unit owners cause or permit anything to be placed, hung or displayed on windows or placed on the outside of condominium doors and no sign, awning, canopy, shutter or radio or television antenna (except for master antenna system) shall be affixed to or placed upon the exterior walls or doors, roof, or any part thereof or exposed on or at any window, without the prior consent of the Managing Board. This prohibition with respect to articles affixed to, or exposed on, any window of the condominium shall include window air conditioners.
5. No unit owner shall allow anything whatever to fall from the windows or doors of any building, nor shall sweep or throw from any building any dirt or other substance into any common area.
6. All personal property of the unit owners, or any other occupant of a unit, whether in the units, or in the common areas and facilities, or in the interior garages, or elsewhere on the condominium property, shall be kept therein at the sole risk and responsibility of the

respective unit owner or occupant, and the Managing Board shall not have responsibility therefor.

7. During the term of David J. McCutcheon's term as Managing Board of the Condominium, each Unit Owner shall grant him access to the unit's water source for the sole purpose of establishing a lawn, watering plants and other landscaping requirements for the Condominium. The said David J. McCutcheon shall pay to the individual Unit Owner a reasonable fee for water actually used for the purposes described herein.
7. No offensive activity shall be carried on in any unit, or in the common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants. No unit owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors and permitted occupants and guests, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other unit owners.
8. Nothing shall be done in, on or to the Common Elements which will impair the structural integrity of the buildings or which would structurally change the buildings without the prior written consent of the Board of Managers.
9. No clothes, clotheslines, sheets, blankets, laundry or any other articles shall be hung out of a unit or exposed on any part of the Common Elements. The Common Elements shall not be obstructed and shall be kept free and clear of all rubbish, debris, and all other unsightly materials.
10. "For sale", "for rent", "for lease" signs or other displays or advertising shall not be maintained or permitted in any part of the condominium or any unit therein. The right is reserved by the declarant or its agents, to place "for sale", "for rent", or "for lease" signs on any unsold or any unoccupied units or on any part of the Common Elements of the buildings.
11. The Common Elements shall not be decorated or furnished by any Unit Owner in any manner without the prior written consent of the Board of Managers.
12. No washing or repairing of automobiles shall take place within the condominium, nor shall the parking areas be used for any purpose other than to park motor vehicles and bicycles, excluding specifically, trucks, motorcycles and commercial vehicles without the prior written consent of the Board of Managers. No maintenance or repairs of automobiles shall take place on any of the property. No motor homes, trailers, recreational vehicles, boats, unregistered or inoperable automobiles may be stored or parked on any of the property. Each unit shall be permitted to park a maximum of two motor vehicles in the parking areas provided.
13. No animals, reptiles or pets of any kind shall be permitted in the inside or outside of any unit.

14. Nothing shall be done or kept in any part of the condominium which will increase the rate of insurance of any of the buildings, or contents thereof without the prior written consent of the Board of Managers. No owner shall permit anything to be done, or kept in his unit, or in the common elements which will result in the cancellation of insurance on any of the buildings, or contents thereof, or which would be in violation of any law.
15. Leasing of units for any length of time is expressly prohibited. The owner(s) of a Condominium Unit shall not permit his unit to be occupied for longer than a temporary visit not to exceed thirty (30) days per year by anyone except the individual(s) specifically named in the Condominium Unit Deed. Excepted from the foregoing prohibitions are the occupancy of a unit by a spouse, any issue, siblings, caretakers, health care providers and significant others of a Unit Owner. In the event that a Trust, Corporation or Limited Liability Company is the record owner of a unit, the unit may be occupied by any Trustee or Beneficiary of such Trust and any Shareholder or Officer of such Corporation or Limited Liability Company, together with the spouse, any issue, siblings, caretakers, health care providers and significant others of such Trustee, Beneficiary, Shareholder or Officer, as the case may be.
16. In snow falls of greater than two inches, the Board of Managers shall arrange for the clearance of snow and shall maintain such clearance from roads, paths, and parking areas. Unit Owners and their licensee's will comply with the reasonable directions of the Board of Managers or its designee during snow removal.
17. The Board of Managers, or its designee, shall maintain a pass key to each unit for use in emergency situations only. No Unit Owner shall alter any lock or install a new lock on any door of a unit without the written consent of the Board of Managers. In case such consent is given, the owner shall provide the Board of Managers or its designee with an addition key pursuant to its right of access to the unit.
18. Each Unit Owner assumes responsibly for such Unit Owner's safety and that of such Unit Owner's family, guest, agents, servants, employees and licensees.
19. Any consent or approval given under these rules and regulations may be added to, amended, or appealed at any time by the Board of Managers.
20. These rules and regulations may be amended from time to time as provided in the By-Laws.

END OF RULES AND REGULATIONS

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ATTEST: HAMPSHIRE, *Marianne L. Donohue*, REGISTER
MARIANNE L. DONOHUE