

**HIDEAWAY VILLAGE  
CONDOMINIUM ASSOCIATION, INC.**

**BY-LAWS**

**Amended – May 15, 2008**

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**HIDEAWAY VILLAGE CONDOMINIUM ASSOCIATION, INC.**  
**ORGANIZATION & BY-LAWS AS AMENDED**

**ARTICLE I**  
**ORGANIZATION**

SECTION 1. Condominium Status

The property located at Hideaway Village, Buzzards Bay, Barnstable County, Massachusetts, more particularly described in the Master Deed dated March 31, 1983 recorded with the Barnstable County Registry of Deeds herewith (hereinafter called the "Property") has been submitted thereby to the provisions of Massachusetts General Laws Chapter 183A. The Condominium thereby created is known as Hideaway Village, herein referred to as "the Condominium". Hideaway Village Condominium Association, Inc., (herein referred to as "the Association", unless the context indicates otherwise), is hereby being formed as an incorporated association of the Unit owners in order to manage and regulate the Condominium, subject to the provisions of Chapter 183A and not to carry on a business for profit. The Association shall be governed by and subject to the provisions of the Master Deed and these By-Laws, as amended from time to time.

SECTION 2. Applicability of By-Laws

The provisions of these By-Laws are applicable to the Property and Units of the Condominium and to the use and occupancy thereof. All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property and Units in any manner are subject to these By-Laws, the Master Deed and the Rules and Regulations adopted hereunder from time to time.

The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement that these By-Laws, the Rules and Regulations and the provisions of the Master Deed, as they all may be amended from time to time, are accepted, ratified, and will be complied with.

SECTION 3. Office

The office of the Association shall be located at Hideaway Village Condominium, Buzzards Bay, Massachusetts or such other address in Barnstable County as the Board of Directors may designate from time to time by written notice to all Unit owners. Page

## ARTICLE II

### BOARD OF DIRECTORS

#### SECTION 1. Number and Term

The affairs of the Condominium shall be governed by a Board of Directors (hereafter "the Board"). The Board shall be composed of seven (7) members except as hereinafter set forth. All of whom shall be natural persons and each of whom shall be an owner of a Unit or the spouse of an owner of a Unit or an officer or employee of a business entity that owns a Unit, except as otherwise herein provided.

For a period of five (5) years from the date of recording of the Master Deed/Declaration of Condominium or for so long as the Developer owns sixty-eight (68) Units, whichever period shall first expire, and which period of time shall be designated herein as "the startup phase", the Board shall consist of (7) persons, and the initial members shall be: Richard C. Daily; Norma Gresh; Thomas C. Armstrong; Lee M. Gresh; Marnie Gresh; F. Bradford Townley; Anne T. Hiltz. These persons and their successors and replacements shall be named from time to time by the Developer, and need not be Unit owners or officers or employees of a business entity that owns a Unit. At the expiration of the startup phase, the Board as then consisting of appointees of the Developer shall convene a special meeting of the Unit owners for the purpose of electing the full Board of seven (7) members as described in the first paragraph of this Section 1. The terms of said members first elected shall be staggered as provided in Section 2 hereof.

#### SECTION 2. Election and Term of Office

At the special meeting of the Unit owners held at the conclusion of the startup phase, as described in the second paragraph of Section 1, above, the terms of office of members of the Board shall be fixed at three (3) years. The Directors' terms shall be staggered so that, insofar as possible the terms of one-third (1/3) of the Directors shall expire each year, and each Director shall hold office until the third annual meeting of the Unit owners next succeeding his election; and each such Director shall continue in office after any such annual meeting until his respective successor has been duly elected; provided, however, that a Board member shall be deemed to have resigned whenever such member or business entity such member is associated with sells his Unit, or such member ceases to be an officer or employee of a business entity that owns a Unit. Any unit owner, or officer or employee of a business entity that owns a unit, shall not be elected to the Board of Directors while being permanently employed by the Association.

In order to establish and maintain such staggering of terms, the terms of the persons first elected as Directors at conclusion of the startup phase shall be three directors for one (1) year, two for two (2) years and two for three (3) years, respectively, determined by lot, and thereafter upon any increase or decrease of the number of Directors, the terms of any then newly elected Director or Directors shall be one (1) year, two (2) years, or three (3) years, determined insofar as necessary by lot, so as to maintain such staggering of terms insofar as possible.

Beginning with the 1989 Annual Meeting to be held in July of 1989, terms of Directors shall be staggered so that there will be four (4) two year terms and three (3) one year terms. The three (3) one year terms and two of said two year terms shall commence in 1989 and elections shall occur annually thereafter for said one year terms and two of the two year terms.

### SECTION 3. Removal of Members of the Board

At any regular or special meeting of Unit owners, any one or more of the members of the Board pursuant to this Article II may be removed with or without cause by a majority of the Unit owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board whose removal has been proposed by the Unit owners shall be given an opportunity to be heard at the meeting. Failure of any member of the Board to attend any three (3) consecutive regular meetings of the Board shall constitute cause for the removal of such member from the Board of Directors and removal for such cause may be made by a majority of Directors at any regular meeting of the Board. Any member of the Board whose removal has been proposed at a meeting of the Board shall be given an opportunity to be heard at the meeting.

### SECTION 4. Vacancies

Vacancies in the board caused by any reason other than the removal of a member thereof by a vote of the Unit owners, may be filled by vote of a majority of the remaining members at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board until a successor shall be elected at the next annual meeting of the Unit owners. However, at no time shall there be less than five (5) active Members of the Board.

### SECTION 5. Organization Meeting

The first meeting of the members of the Board following the annual meeting of the Unit owners shall be held within thirty (30) days thereafter, as fixed by a majority of the newly constituted Board in informal session immediately following the annual meeting. Both the organization and informal meeting to be chaired by the highest ranking remaining officer until the new President is elected.

## SECTION 6. Regular Meetings

Regular meetings of the Board 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.

## SECTION 7. Special Meetings

Special meetings of the Board may be called by the President on three (3) business days' notice to each member of the Board, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner on the written request of at least three (3) members of the Board.

## SECTION 8. Waiver of Notice: Action Without Meeting

Any member of the Board may at any time waive notice of any special meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all of the Directors consent to the action in writing and the written consents are filed with the records of the proceedings of the Board. Such consents shall be treated for all purposes as a vote at a meeting.

## SECTION 9. Quorum of Board of Directors

At any meeting of the Board, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board present at a meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

## SECTION 10. Fidelity Bonds

The Board shall in its discretion obtain adequate fidelity bonds for all officers and employees of the Condominium and of the managing agent handling or responsible for Condominium funds. The premiums on such bonds shall constitute a common expense.

## SECTION 11. Compensation

No member of the Board shall receive any compensation for acting as such, but shall be entitled to reimbursement for reasonable out of pocket disbursements made by him in the performance of his duties.

## SECTION 12. Liability of the Board of Directors

The members of the Board shall not be liable to the Unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit owners shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or of these By-Laws. It is intended that the members of the Board shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is also intended that the liability of any Unit owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the members of the Board shall be limited to such proportion of the total liability there under as his interest in the common elements bears to the interests of all the Unit owners in the common elements. Every agreement made by the Board or by the managing agent or by the manager on behalf of the Condominium shall provide that the members of the Board, or the managing agent, or the manager, as the case may be, are acting only as agents for the Unit owners and shall have no personal liability there under (except as Unit owners), and that each Unit owner's liability there under shall be limited to such proportion of the total liability there under as his interest in the common elements bears to the interest of all Unit owners in the common elements. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or manager of the Condominium, or former officer or manager of the Condominium may be entitled.

## SECTION 13. Indemnification of Officers and Board

The Unit owners shall indemnify every member of the Board against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any said member in connection with any action, suit or other proceeding, including the settlement of any such suit or proceeding if approved by the then Board to which he may be made a party by reason of being or having been a member of the Board at the time such expenses are incurred.

#### SECTION 14. Executive Committee

The Board may, by resolution duly adopted, appoint an Executive Committee to consist of one (1) or more members of the Board. Such Executive Committee shall have and may exercise all the powers of the Board in the management of the business and affairs of the Condominium during the interval between the meetings of the Board insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the common charges and expenses required for the affairs of the Condominium (b) to determine the common charges and expenses of the Condominium, or (c) to adopt or amend the rules and regulations covering the details of the operation and use of the Property.

#### SECTION 15. Managing Agent, Director, or Superintendent

The Board may employ for the Condominium a managing agent and/or a manager at a compensation established by the Board, to perform such duties and services as the Board shall authorize. The Board may delegate to the manager or managing agent all of the powers granted to the Board by these By-Laws except the powers set forth in subsections (e), (f), (g), (h), (i), (j), and (n) of this Section 16 of this Article II. Nothing herein shall prohibit the Board from designating the Managing Agent as its agent for the specific purpose of carrying out one of the powers reserved to the Board, with the express direction and approval of the Board.

#### SECTION 16. Powers and Duties

The Board shall have all powers and duties reasonable and 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 these By-Laws may not be delegated to the Board by the Unit owners. Such powers and duties of the Board shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep and maintenance of the common areas and facilities of the Condominium, sometimes referred to herein as common elements.

(b) Determination of the common expenses required for the affairs of the Condominium, including without limitation, the operation and maintenance of the Property.

(c) Collection of the common charges and expenses from the Unit owners.

(d) Employment and dismissal of the personnel secretary for the maintenance and operation of the common elements.

(e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property.

(f) Opening of bank accounts on behalf of the Condominium and designating the signatories required thereof.

(g) Purchasing or leasing or otherwise acquiring in the name of the Board, or its designee, corporate or otherwise, on behalf of all Unit owners, Units offered for sale or lease or surrendered by their owners to the Board.

(h) Purchasing of Units at foreclosure or other judicial sales in the name of the Board, or its designee, corporate or otherwise, on behalf of all Unit owners.

(i) Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Board), or otherwise dealing with Units acquired by, and subleasing Units leased by the Board or its designee, corporate or otherwise, on behalf of all Unit owners.

(j) Organizing corporations or unincorporated associations to act as designees of the Board in acquiring title to or leasing of Units on behalf of all Unit owners.

(k) Obtaining such insurance for the common elements or areas as may be required by these By-Laws.

(l) Obtaining such additional insurance for Units and common areas which the Board in its discretion deems appropriate for the sound management of the Condominium and which are authorized by these By-Laws.

(m) Making of repairs, additions and improvements to or alterations of the property and making of repairs to and restoration of the property in accordance with General Laws Chapter 183A, Section 17 and other provisions of these By-Laws after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(n) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep, and maintenance of the common elements or improvements thereto; provided, however, that borrowing money in excess of the sum of \$10,000.00 on behalf of the condominium when required in connection with any of these purposes shall require in advance thereof either (1) consent by vote of at least 66 2/3% of the Unit owners present at any meeting of Unit owners duly called and held for such purposes or (2) written consent of at least 66 2/3% of all Unit owners. Provided further, however, that the Board may borrow and expend up to \$60,000.00 for the purpose of acquiring and/or constructing a building to be used as an office for the Condominium, without complying with the provisions of this paragraph (n). If any sum borrowed by the Board on behalf of the Condominium pursuant to the authority contained in this paragraph (N) is not repaid by the Board, a Unit owner who pays to the creditor such proportion thereof as his interest in the common elements bears to the interest of all the Unit owners in the common elements shall be entitled to obtain from the creditor, a release of any judgment or other lien which said creditor shall have the right to file against the Unit owner's Unit.

(o) The Board shall have the power to enforce obligations of the Unit owners including the power to levy fines against the Unit owners for violations of reasonable rules and regulations established by it to govern the conduct of the Unit owners or the use of the common areas and facilities. Each day a violation continues after notice shall be considered a separate violation. Collection of fines may be enforced against a Unit owner or owners as if the fines were common charges owed by the particular Unit owner or owners. In the case of persistent violation of the rules and regulations, or default in the obligations of Unit owner, the Board shall have the power without prejudice to any other remedy to require such Unit owner to post a bond to secure future compliance with the rules and regulations or obligations of a Unit owner.

(p) Take all other actions the Board deems necessary or proper for the sound management of the Condominium.

(q) The Board shall conduct a review of all employees in December of each calendar year. Completion of this review must be done prior to January 15<sup>th</sup> of the following year.

(r) The Board shall have no power to remove the Association attorney and/or accountant without prior notice to the Unit Owners of its intention to do so. Such notice shall be in writing, sent by certified mail to each Unit Owner, stating the reason(s) for the proposed removal. The Unit Owners shall have 30 days from the date of the mailing of the notice to respond to the Board with any objections to, or concerns about, the proposed removal. If fewer than 35 Unit Owners object to the proposed removal within such 30-day period, then the Board may proceed to remove the attorney and/or accountant. However, if at least 35 Unit Owners object to the proposed removal within such 30-day period, then the Board shall place the question of the removal of the attorney and/or accountant on the agenda at an annual meeting of Unit Owners. In such case the Board shall not remove the attorney and/or accountant unless a majority of the Unit Owners present, and voting at the meeting authorizes such removal.

(s) The Board shall insure that required and/or scheduled maintenance be performed on all **capital improvements** within the Condominium (example: seawall, sewer generators, and sewer pumping stations).

(Recorded, Book 22909, pg. 122, Barnstable Registry of Deeds)

## SECTION 17. Solicitation of Bids

Prior to the making of any contract or agreement between the Association and any person or entity involving the payment of consideration by the Association in excess of \$1,000.00 or the performance of which may occur over a term of one year or longer, the Board or its designated agent shall have made a reasonable effort to solicit at least three (3) competitive bids for the goods and/or services that are to be the subject matter of such contract or agreement. Provided however that if the Board decides to renew the contract of the person or firm then serving as the Association's accountant or attorney it shall not be required to obtain bids for such services. The Board shall not be required to accept the lowest bid.

## **ARTICLE III**

### **UNIT OWNERS**

#### **SECTION 1. Annual Meetings**

The first annual meeting shall be held on July 1st of the calendar year next succeeding the year in which the Condominium is declared and thereafter annual meetings of the Unit owners shall be held within the first seven days of July of each succeeding year. At such meetings the Board shall be elected by ballot of the Unit owners in accordance with the requirements of SECTION 2 of ARTICLE II of these By-Laws but subject to the provisions of SECTION 1 of ARTICLE II.

#### **SECTION 2. Place of Meetings**

Meetings of the Unit owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the Unit owners as may be designated by the Board.

#### **SECTION 3. Special Meetings**

It shall be the duty of the President to call a special meeting of the Unit owners if so directed by resolution of the Board or upon a petition signed and presented to the Secretary by not less than thirty-five (35) Unit owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

#### **SECTION 4. Notice of Meetings**

It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Unit owners, at least ten (10) but not more than twenty (20) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit owner of record, at the building or at such other address as such Unit owner shall have designated by notice in writing to the Secretary. If the purpose of any meeting shall be to act upon a proposed amendment to the Master Deed or to these By-Laws, the notice of meeting shall be mailed at least thirty (30) days prior to such meeting. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

#### **SECTION 5. Adjournment of Meetings**

If any meeting of Unit owners cannot be held because a quorum has not attended, a majority of the Unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not more than thirty (30) days from the time the original meeting was called, with proper notice given to Unit owners.

## SECTION 6. Order of Business

The order of business at all meetings of the Unit owners shall be as follows:

- (a) Roll call
- (b) Proof of notice of meeting
- (c) Reading of minutes of preceding meeting and distribution of same to unit owners in attendance
- (d) Report of the President
- (e) Report of Secretary
- (f) Report of the Treasurer
- (g) Report of the Committees
- (h) Old business
- (i) New business
- (j) Election of members of the Board (when so required)
- (k) Adjournment

## SECTION 7. Voting

The owner or owners of each Unit, or some person designated by such owner or owners to act as proxy on his or their behalf, shall be entitled to cast the votes appurtenant to such Units at any meeting of Unit owners; provided, however, that no person shall act as proxy unless he is a Unit owner himself and/or an immediate family member of the Unit owner for whom he is voting and is acting for owners of not more than three (3) Units in addition to his own. For purposes of these By-Laws, the phrase "immediate family member" or "immediate family" shall mean a person's spouse, and their parents, children, brothers and sisters.

Any owner who is in default in the payment of common expenses or other charges shall not be permitted to vote on any motion, resolution or ballot on which Unit owners are entitled to vote until such common expenses and other charges are paid in full. Any owner who is in default in the payment of common expenses or special assessments cannot run for the Board of Directors or be appointed to any committee until such common expenses or special assessments are paid in full. If requested by a mortgagee holding a mortgage on a Unit, all voting rights may be assigned by a Unit owner to his mortgagee during any time period during which the Unit owner is in default in the payment of his common expenses or other charges. If a special payment schedule has been arranged, that Unit owner may still exercise his vote.

The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating. Any or all of such owners may be present at any meetings of the Unit owners and may vote or take any other action as a Unit owner whether in person or by proxy. The total number of votes of all Unit owners shall be 269. Each Unit owner shall be entitled to cast a vote for each Unit owned by said owner. Whenever any Unit is owned of record by more than one person, the several owners of such Unit shall (a) determine and designate which one of such owners shall be authorized and entitled

to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder, and (b) notify the Board of such designation by a notice in writing signed by all of the record owners of such Unit. In the absence of any such notice of designation, the Board may designate any one such owner for such purposes. In the case of any Unit owned by a business entity, said entity shall appoint a natural person to act as the voting member for said Unit.

Any action required or permitted to be taken at a meeting may be taken without a meeting if all the Unit owners consent to the action in writing and the written consents are filed with the records of the proceedings of the Unit owners. Such consents shall be treated for all purposes as a vote at a meeting.

#### SECTION 8. Majority of Unit Owners

As used in these By-Laws the term "majority of Unit owners" shall mean those Unit owners having more than 50% of the total authorized votes of all Unit owners present in person or by proxy and voting at any meeting of the Unit owners, determined in accordance with the provisions of SECTION 7 of this ARTICLE III.

#### SECTION 9. Quorum

Except as otherwise provided in these By-Laws, the presence in person or by proxy of Unit owners having not less than 33 1/3 % of the total authorized votes of all Unit owners shall constitute a quorum at all meetings of the Unit owners.

#### SECTION 10. Majority Vote

The vote of a majority of Unit owners at a meeting at which a quorum shall be present shall be binding upon all Unit owners for all purposes except where in the Master Deed or these By-Laws or By-Law, a higher percentage vote is required.

### **ARTICLE IV**

#### **Officers**

##### SECTION 1. Designation

The principal officers of the Association shall be President, Vice President, Secretary, and Treasurer, all of whom shall be elected by the Board of Directors. The Board may appoint an assistant treasurer, an assistant secretary, and such other officers as may be necessary. The President, Vice President, Secretary, and Treasurer, but no other officers, must be members of the Board.

## SECTION 2. Election of Officers

Officers shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board and until their successor's are elected.

## SECTION 3. Removal of Officers

Upon the affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

## SECTION 4. President

The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Unit owners and the Board. He shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Laws of the Commonwealth of Massachusetts, including but not limited to the power to appoint committees from among the Unit owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium.

## SECTION 5. Vice President

The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be directed of him by the Board or by the President.

## SECTION 6. Secretary

The Secretary shall keep the minutes of all meeting of the Unit owners and of the Board; he shall have charge of the books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of secretary or clerk of a stock corporation organized under the Laws of the Commonwealth of Massachusetts.

## SECTION 7. Treasurer

The Treasurer shall have the responsibility for 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 all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board, or the managing agent, in such depositories as may, from time to time, be designated by the Board.

SECTION 8. Agreements, Contracts, Deeds, Checks, etc.

All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two officers of the Condominium or by such other person as may be designated by the Board.

SECTION 9. Compensation of Officers

No officer shall receive any compensation for acting as such, unless compensation is authorized by a unanimous vote of the Board.

(Recorded, Book 20190, pg. 54, Barnstable Registry of Deeds)

**ARTICLE V**

**Operation of the Property**

SECTION 1. Determination of Common Expense and Fixing of Common Charges

The Board shall, from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the common charges payable by the Unit owners to meet the common expenses of the Condominium, and allocate and assess such common charges and expenses among the Unit owners according to their respective common interest. The common expenses shall include the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board pursuant to the provisions of SECTION II of this ARTICLE V. The common expenses may also include such amounts as the Board may deem proper for the operation and maintenance of the Property, including without limitation , an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund, for replacements and to make up any deficit in the common expenses for any prior year.

The common expenses may also include such amounts as may be required for the purchase or lease by the Board or its designee, corporate or otherwise, on behalf of all Unit owners, of any Unit whose owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale. The Board shall advise all Unit owners, promptly, in writing, of the amount of common charges and expenses payable by each of them, respectively, as determined by the Board, as aforesaid, and shall furnish copies of each budget on which such said common charges and expenses are based, to all Unit owners and when requested to their mortgagees.

SECTION 2. Payment of Common Charges

All Unit owners shall be obligated to pay the common charges assessed and fines levied by the Board pursuant to the provisions of these By-Laws at such time or times as the Board shall determine.

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 (made in accordance with the provisions of SECTION 1 of ARTICLE VII of these By-Laws) of such Unit. In addition, any Unit owner may, subject to the terms and conditions specified in these By-Laws, provided that his Unit is free and clear of liens and encumbrances other than the statutory lien for unpaid common charges, convey his Unit to the Board, or its designee, corporate or otherwise, on behalf of all other Unit owners, and in such event be exempt from common charges thereafter assessed. A purchaser of a Unit shall be liable for the payment of common charges assessed against such Unit prior to the acquisition by him of such Unit.

### SECTION 3. Collection of Assessments

The Board shall assess common charges against the Unit owners from time to time and at least annually and shall take prompt action to collect any common charge or fine due from any Unit owner which remains unpaid for more than thirty (30) days from the due date for payment thereof.

### SECTION 4. Default in Payment of Common Charges; Fines

In the event of default by a Unit owner in paying to the Board the common charges as determined by or fines levied by the Board, such Unit owner shall be obligated to pay 1 1/2% per month interest on regular common charges from 10 days to 20 days after the due date, thereafter the usury rate existing at that time may be invoked together with all expenses, including attorney's fees incurred by the Board in any proceeding brought to collect such unpaid common charges. The interest rates charged will be compounded on the total balance due including interest previously charged. The Board shall have the right and duty to attempt to recover such common charges, together with interest thereon and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against such Unit owner, or by foreclosure of the lien on such Unit.

In addition to any cost which it may be entitled to recover under the preceding paragraph of this Section 4, the Board may also recover from any Unit owner in default in the payment of any common charge, fine or assessment the following sums, to defray the costs incurred in having employees of the Association attempt to collect such charges, fines or assessments:

- \$50.00 for filing a collection suit in any court;
- \$200.00 per day for attendance at the trial of such suit;
- \$300.00 for actions taken to enforce any judgment obtained in such suit.

## SECTION 5. Foreclosure of Liens for Unpaid Common Charges

In any action brought by the Board for foreclose a lien on a Unit because of unpaid common charges, the Board, acting on behalf of all Unit owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or 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 the same.

## SECTION 6. Statement of Common Charges

The Board shall promptly provide any Unit owner so requesting the same in writing, with a written statement of all unpaid common charges due from such Unit owner.

## SECTION 7. Maintenance and Repair of Units

Each Unit owner shall be solely responsible for the proper maintenance, repair, appearance and replacement of his Unit. He shall also be solely responsible for the proper maintenance, repair, appearance and replacement of all structures and fixtures which serve such Unit exclusively and which are located within the Unit or within any area to which the Unit has an exclusive right and easement of use, including without limitation, such structures and fixtures as floors, windows, screens, doors, plumbing and sanitary waste fixtures, drains, conduits for water and sewerage, electric power, telephone, and any other utility services, walls and parking spaces. Any Unit owner who constructs any structure or fixture, wherever located in the Condominium, shall thereafter be responsible for the proper maintenance, repair appearance and replacement of such fixture or structure unless the Association agrees in writing to be so responsible. Each Unit owner shall be responsible for all damages to any and all other Units caused by his failure to satisfy his maintenance, repair, appearance and/or replacement obligations hereunder.

If the Board shall at any time in its reasonable judgment determine that a Unit is in such need of maintenance, repair or replacement that the market value of one or more other Units is being adversely affected or that the condition of a Unit or any fixtures, furnishing, facility or equipment therein is hazardous to any Unit or the occupants thereof, the Board shall in writing request the Unit owner to perform the needed maintenance, repair or replacement or to correct the hazardous condition, and in case such work shall not have been commenced within fifteen (15) days (or such reasonable shorter period in case of emergency as the Board shall determine) of such request and thereafter diligently brought to completion, the Board shall be entitled to have the work performed for the account of such Unit owner whose Unit is in need of work and to enter upon and have access to such Unit for that purpose and the cost of such work as is reasonably necessary therefore shall constitute a lien upon such Unit and the Unit owner thereof shall be personally liable therefore.

SECTION 8. Maintenance, Repair and Replacement of Common Areas and Facilities and Assessment of Common Expense Thereof

The Board shall be responsible for the proper maintenance, repair and replacement of the common areas and facilities of the Condominium, and the expenses of such maintenance, repair and replacement shall be assessed to the Unit owners as common expenses of the Condominium at such times and in such amounts as provided in SECTION 1 of this ARTICLE V, unless necessitated by the negligence, misuse or neglect of a Unit owner, in which case such expense shall be charged to such Unit owner.

The Board shall have the obligation to answer any written request by a Unit owner for approval of a proposed structural addition, alteration or improvement in or to such Unit owner's Unit, within forty-five (45) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board to the proposed addition, alteration or improvement. Any application to any department of the Town of Bourne or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Board only, without, however, incurring any liability on the part of the Board or any of them to any contractor, subcontractor or material man on account of such addition, alteration or improvement, or to any person having any claim for injury or damage to property arising there from.

SECTION 9. Improvements to Units

No Unit owner shall commence with any exterior alterations, additions, and/or improvements to his/her Unit or exclusive use land area, without a Hideaway Village Condominium Association "Construction Application" being filed, by the Unit owner, to the Association and approved by the Board. All applicable State and Town permits will be the responsibility of the Unit Owner to acquire and submit copies to the Association.

A Unit owner whose construction application has been approved by the Board for an alteration, addition, and/or improvement to his/her Unit or exclusive use land area, will have 6 (six) months from commencing work to complete the work in a professional manner.

A Unit owner who razes and rebuilds their entire Unit has 18 (eighteen) months from the onset of demolition, to rebuild and complete the exterior of the Unit, as well as repair and make presentable the exclusive use land area surrounding the Unit.

SECTION 10. Additions, Alterations or Improvements by Board

Whenever any additions, alterations, or improvements to the common elements shall be required by law, the Board shall make and pay for the same as a common expense. The Board shall have no power to make any other additions, alterations or improvements to the common elements without the approval of the Unit Owners. The Board shall also have no power to exceed \$20,000.00 (twenty thousand dollars) for maintenance, repair or replacement of any single common element (excluding natural disasters, casualties, or emergencies) without the approval of the Unit Owners.

## SECTION 11. Insurance

A. The Board shall obtain and maintain, to the extent reasonably available, the following insurance: Casualty or physical damage insurance on the common areas and elements naming the Condominium and the Board as the named insured's with proceeds payable to the Board for the benefit of the Condominium in an amount sufficient to insure repair or replacement, exclusive of cost of land of the common buildings, if any, and all other insurable common improvements forming part of the Condominium together with the common service machinery, apparatus, equipment and installations located in the Condominium and existing for the provision of central services for common use, without deduction or allowance for depreciation, such coverage to afford protection against at least all risks of direct physical loss or damage from the perils of fires, lightening, windstorm, hail, explosion, civil commotion, aircraft, vehicles, water damage, vandalism, collapse, flood and earthquake; and also such other risks as shall customarily be covered with respect to projects similar in construction, location and use.

B. The Board shall receive all casualty loss insurance as are paid to them and shall hold, use and disburse the same for the purpose and in the manner set forth in this Section and in Article VII and Article IX hereof. If rebuilding and repair or restoration is to be made all insurance loss proceeds shall be disbursed to defray the cost of the repair, rebuilding and restoration of the damaged property. If there are insurance proceeds in excess of the cost of repairs and restoration, the Board shall add the same to the fund for common expenses, and they shall become part of the common surplus if applicable.

C. The Board shall also obtain and maintain to the extent reasonably available master policies of insurance of the following kinds naming the Condominium, the Board, and the Unit owners as named insured's.

(1) Comprehensive public liability insurance in such amounts and forms as shall be determined by the Board with no less than a single limit of One Million Dollars (\$1,000,000.00) for claims for bodily injury or property damage arising out of one occurrence and with cross liability (severability of interest) endorsement to cover liability of any insured to other insured's including but not limited to hired and non-owned automobiles, liability for property of others, contractual and any and all other liability incident to the ownership and/or use of the Condominium project or any common portion thereof; and

(2) Workmen's compensation and employee's liability insurance covering any manager, agent or employee of the Board but excluding any independent agent or manager; and

(3) Such other insurance as the Board deems appropriate.

D. Limitations: Any insurance obtained pursuant to the requirements of this Article shall to the extent reasonably available be subject to the following provisions:

(1) Exclusive authority to negotiate losses under said policies shall be vested in the Board;

(2) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased by the owners of the Condominium Units or their mortgagees, as herein permitted, and any "no other insurance" or similar clause in any policy obtained by the Condominium pursuant to the requirements of this Article shall exclude such policies from consideration;

(3) Such policies shall contain no provision relieving the insurer from liability by reason of any breach of warranty or condition caused by the Board or any owner of any Condominium Unit, and/or their respective agents, employees, tenants, mortgagees or invitees or by reason of any act of neglect or negligence on the part of any of them;

(4) The public liability insurance maintained by the Board shall cover and indemnify the Association, each member of the Board and officer of the Association, and the managing agent or the manager, if any, against liability for all tort claims arising out of the property, including the Units and common elements, and cover cross liability claims of each insured against each other insured.

E. The purposes of this section the phrase "to the extent reasonably available" shall mean insurance coverage customarily available from conventional insurers in the insurance industry and shall not be construed to include coverage's which are not ordinarily available or which are available from some insurers but at extraordinary premium costs. The Board may, however, in its discretion, secure any insurance coverage regardless of its limited availability and extraordinary premium costs if in its judgment such coverage is appropriate for the sound management of the Condominium.

F. Notwithstanding any of the foregoing casualty or physical damage insurance need not be obtained or maintained concerning the following portions of the common areas and elements: Seawall and Roadways.

G. Individual policies on Units:

(i) The owner of any Condominium Unit shall obtain and maintain for his own benefit and at his own expense property insurance on his Unit insuring against all risks of direct physical loss commonly insured against including against fire and extended coverage perils. The total amount of such insurance of units after application of any deductibles shall not be less than the replacement value of the Unit, exclusive of any portions of such Units normally excluded from property policies. Such insurance shall contain the waivers of subrogation of claims against the Association, Board, the officers of the Association and all other unit owner's.

(ii) At least annually and at other reasonable times requested by the Board, each unit owner shall submit certificates of insurance or insurance binders to the Association evidencing his compliance with the proceeding paragraph of this section pertaining to insurance coverage of his unit.

(iii) In the event any Unit owner fails to secure and maintain the insurance coverage required for his Unit the Board shall be entitled (but without being required to do so) to secure and maintain such coverage for such Unit owner whose Unit is not so insured at the expense of the Association, and the cost of such insurance incurred for such Unit owner by the Association shall constitute a lien upon such unit for the benefit of the Association and the Unit owner thereof shall be personally liable for said cost to the Association. To enable the Board to procure, maintain and administer such insurance coverage for such uninsured units when the Board so elects to do so the Unit owner shall cooperate with the Board to permit the Board's insurers and agents to have access to said unit at reasonable times and occasions and to permit all other reasonable actions to be taken with respect to such insurance.

#### SECTION 12. Abatement and Enjoinment of Violations by Unit Owners

The violation of any Rule or Regulation adopted by the Board, or the breach of any By-Law contained herein, or the breach of any provision of the Master Deed, shall give the Board the right, in addition to any other rights set forth in these By-Laws: (a) to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings the continuance of any such breach.

#### SECTION 13. Restrictions on Use of Units

In order to provide for congenial occupancy of the property and for the protection of the values of the Units, the use of the property shall be restricted to and shall be in accordance with the following provisions:

A. The common elements shall be used for the furnishing of the services and facilities for which the same are reasonably intended, for the enjoyment of the Units;

B. No nuisances shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to occupants or which interferes with the peaceful possession or proper use of the property by its residents or occupants;

C. No immoral, improper, offensive, or unlawful use shall be made of the property or any part thereof, and all valid laws, applicable zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the property, common elements or Units shall be complied with, by and at the sole expense of the Unit owners or the Board, whichever shall have the obligation to maintain and repair such portion of the property, common elements or Units.

D. Without limiting the generality of the foregoing, the following specific regulations and restrictions shall apply.

1. Unit's shall be used for residential purposes only, whether seasonal or permanent; the only exception may be utilization of no more than one Unit as an office by the HVCA with unanimous approval by the Board.

2. Complete or incomplete foundations or concrete block enclosures must be enclosed between floor and ground level.

3. No building may be dismantled or moved, in whole or in part, without written permission of the Board.

4. Any, alterations, additions, or repairs will be made in compliance with the applicable ordinances of the Town of Bourne, including the acquisition of permits where necessary.

5. No tents or other similar camping structures or apparatus may be placed on the land surrounding the Unit.

6. No unregistered motor vehicles shall be allowed on any portion of the Condominium

7. Parking of motor vehicles on roadways and other access areas of the condominium is prohibited.

8. Removal or Planting of any tree is prohibited without written approval of the Board .

9. Dogs must be on leash (per Town of Board ordinances).

10. No unnecessary noise after 11 P.M.

11. No vendors are to be asked or allowed onto the premises without the permission of the Board.

12. Unit owners, their guests and invitees shall pay particular attention to the cleanliness and good order of the premises.

13. All household rubbish and garbage must be properly packaged in plastic bags, tied and inserted in rubbish containers for removal on designated days.

14. Unit owners, their guests and invitees, shall not sleep overnight in any motor vehicle. Unit owners, their guests and invitees shall not camp out on the beach or elsewhere in the common areas. No bonfires allowed on the beach.

15. No unit owner or tenant shall keep, or suffer to be kept, on any unit or any of the common elements or facilities, any tank or other container used or designed to be used for the storage of propane gas. This paragraph shall not apply to containers used to store propane gas for the sole purpose of servicing so-called outdoor cookers or grills.

16. Fences are not to be installed by any Unit Owner without prior written approval of the Board of Directors. There will be no new installation of stockade fences approved.

17. All sheds and outside storage units require written approval from the Board of Directors prior to installation.

18. The use of any unregistered vehicle is prohibited in the Condominium. This includes, but is not limited to, mini bikes, motorized scooters and any other motorized vehicle. The Board of Directors, upon written request, will make special provisions for handicapped individuals.

19. Underage and/or unlicensed individuals are prohibited from operating any registered vehicle within the Condominium.

20. When a Unit Owner, tenant or guest commits an act of vandalism within the Condominium the UNIT OWNER will be responsible for either a fine/restitution or both.

21. Launching of boats, jet skis, etc. over the beaches, by any type of trailer is prohibited.

22. Fueling of any boat, jet skis, etc. from the beaches is prohibited.

23. Climbing, removal of stones or storage of any object on or against the seawall is prohibited.

24. In accordance with the Massachusetts General Laws, there are no FIREWORKS allowed.

25. Bushes and Shrubs

A. Bushes and shrubs, on all unit exclusive use areas, must be maintained so they do not have a negative impact on the Condominium.

B. The Village will maintain all shrubs and bushes on common elements. A unit owner may maintain common area shrubs, bushes and vegetation that directly abuts and/or grows into a unit owner's exclusive use land area, only with permission of the Board.

SECTION 14. Use of Common Elements and Facilities.

All people may park on Common Land as long as they do not block access to exclusive use land.

SECTION 15. Right to Access

A Unit owner shall grant a right of access to his Unit to the manager and/or the managing agent, the superintendent and/or any other person authorized by the Board, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and threatening another Unit or a common element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements in his Unit or to correct any condition which violates the provisions of any mortgage covering another Unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit owner and further provided that such right shall be exercised in such a manner as will not interfere with the normal use of the Units for residential purposes. In case of an emergency, such right of entry shall be immediate, whether the Unit owner is present at the time or not.

SECTION 16. Rules of Conduct

Further rules and regulations concerning the use of the common elements may be promulgated and amended by the Board. Copies of such rules and regulations shall be furnished by the Board to each Unit owner prior to the time when the same shall become effective.

**ARTICLE VI**

**Mortgages**

SECTION 1. Notice to the Board

A Unit owner who mortgages his Unit shall notify the Board of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board. The Board shall maintain such information in a book entitled "Mortgages of Units".

SECTION 2. Notice of Unpaid Common Charges or Other Default

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

### SECTION 3. Notice of Default

The Board, when giving notice to a Unit owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board.

### SECTION 4. Examination of Books

Each Unit owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium subject to such reasonable regulations as the Board may from time to time establish.

## **ARTICLE VII** **Sales and Leases**

### SECTION 1. Sales and Leases

No Unit owner may sell a Unit, except by complying with the following provisions:

Any Unit owner who receives a bona fide offer for the sale of his Unit which he intends to accept, shall give notice to the Board of such offer and of such intention, the name and address of the proposed purchaser, the terms of the proposed transaction, and such other information as the Board may reasonably require, and shall offer to sell such Unit, together with the appurtenant interests, first to the Board or its designee, corporate or otherwise, in behalf of the owners of all other Units, on the same terms and conditions as contained in such offer. The giving of such notice shall constitute a warranty and representation by the Unit owner to the Board on behalf of the other Unit owners that such outside offer is bona fide in all respects. Within 30 days after receipt of such notice, the Board may elect, by notice to such Unit owner, to purchase such Unit, on behalf of all other Unit owners, on the same terms and conditions as contained in the offer and as stated in the notice from the offering Unit owner.

In the event the Board shall elect to purchase such Unit, the deed shall be delivered and the consideration paid at the Barnstable County Registry of Deeds at 2:00 PM on the 15th business day after the date of the giving of such notice of election to purchase, or at such other date, time and place as the parties may agree. The Unit owner shall convey a clear record and marketable title to the Unit to the Board, or its designee, on behalf of all other Unit owners.

No Unit owner may lease or rent a Unit without prior written approval of the Board.

The provisions of this paragraph shall not be construed to apply to bona fide mortgages of any Unit or to sales or other proceedings for the foreclosure thereof. The rights of first refusal hereunder shall not be exercised so as to restrict ownership, use or occupancy of Units because of race, creed, color, national origin or sex.

The provisions of this Section 1 shall not apply to any sale by a unit owner of his unit to any member(s) of his family if at the time of such sale there is no "lien" (as defined paragraph numbered 9 of Article XIII of the Amended and Restated Master Deed and Declaration of Condominium) upon such unit.

Any such purchaser and/or such purchaser's mortgagee of the Unit so purchased may rely on an affidavit duly executed by the seller and recorded with the Barnstable County Registry of Deeds stating that there has been compliance with all of the provisions of this paragraph and that neither the Board no any other Unit owner elected to purchase the Unit.

## SECTION 2. No Severance of Ownership

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

## SECTION 3. Financing of Purchase of Units by Board

Acquisition of Units by the Board, or its designee, on behalf of all Unit owners, may be made from the working capital and common charges in the hands of the Board, or if such funds are insufficient, the Board may levy any assessment against each Unit owner in proportion to his ownership in the common elements, as a common charge, or the Board, in its discretion, may borrow money to finance the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the appurtenant interests, so to be acquired by the Board.

## SECTION 4. Waiver of Right to Partition with Respect to Such Units as are Acquired by the Board, or its Designee, on Behalf of all Unit Owners

In the event that a Unit shall be acquired by the Board, or its designee, on behalf of all Unit owners in common, all such Unit owners shall be deemed to have waived all rights of partition with respect to such Unit.

## SECTION 5. Payment of Assessments

No Unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Board all unpaid common charges and expenses with any accumulated late charges and/or interest if applicable theretofore assessed by the Board against his Unit.

**ARTICLE VIII**  
**Condemnation**

SECTION 1. Condemnation

If more than ten (10%) percent of the value of the Condominium is taken under the power of eminent domain, the taking shall be treated as a "casualty loss", and the provisions of Section 17 of Chapter 183A of Massachusetts General Laws shall apply. Where one or more Units have been substantially altered or rendered uninhabitable as a result of a partial taking, and the Unit owners vote to restore and continue the Condominium pursuant to the provisions of Section 17 of said Chapter 183A, the Board shall have the authority to acquire the remaining portions of such Units, for such price as the Board shall determine, provided that any Unit owner of such remaining portion who does not agree with such determination may apply to the Superior Court, Department of the Trial Court in Barnstable County on such notice to the Board as the Court shall direct, for an order directing the purchase of such remaining portion at the fair market value thereof as approved by the Court.

Where as a result of a partial taking any Unit is decreased in size or where the number of Units is decreased by partial taking, then the Board may make such provision for realignment of the percentage interests in the common elements as shall be just and equitable.

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

**ARTICLE IX**  
**Rebuilding Following Casualty Loss**

SECTION 1. Repair or Reconstruction After Fire or Other Casualty

In the event of damage to or destruction of the common areas or elements as a result of fire or other casualty, the Board may arrange for the prompt repair and restoration of the common areas or elements, and the Board shall disburse the proceeds of all pertinent insurance to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair or restoration in excess of the insurance proceeds shall constitute a common expense and the Board may assess all the Unit owners for such deficit and for a completion bond for such deficit as part of the common charges.

Notwithstanding the foregoing if as a result of fire or other casualty the loss exceeds ten (10%) percent of the value of the Condominium prior to the casualty, then any repair or restoration shall be done in accordance with the provisions of General Laws Chapter 183A Section 17.

## **ARTICLE X** **Resolution of Disputes**

### SECTION 1. General

If a dispute shall arise between or among the Board and any one or more Unit owners such dispute, except for those matters specifically set forth in the Master Deed or these By-Laws which are to be resolved by a Court proceeding, shall be determined by arbitration. The fees and expenses of the arbitration shall be borne equally by the parties thereto, provided that the fees and expenses of the Board as a party to any such arbitration shall be a common expense.

### SECTION 2. Arbitrators

If a dispute which under the provisions hereof is to be determined by Arbitration, any Unit owner or the Board (hereafter "parties") desiring determination thereof shall give each other party a written notice setting forth the existence of the dispute and the questions at issue and demanding that all the same be arbitrated pursuant to this Article X. Each Unit owner and the Board shall, within 14 days after the giving of notice to arbitrate as provided above, appoint an Arbitrator and notify all other parties in writing of the name and address of the Arbitrator so appointed. If two or more Unit owners shall take substantially identical positions in such dispute they may jointly appoint a single Arbitrator.

If under the foregoing provisions any even number of Arbitrators shall be appointed, then within the earlier of 10 days after the appointment of the last Arbitrator so appointed or 21 days after the giving of notice to arbitrate, one additional Arbitrator shall be appointed by the Arbitrators previously appointed, or a majority in number of them, and in default of such appointment of such additional Arbitrator, any party may request such appointment by a Judge of the Superior Court, Department of the Trial Court of the Commonwealth of Massachusetts in Barnstable County. In the event that any Arbitrator appointed shall thereafter die or become unable or unwilling to act, his successor shall be chosen in the same manner provided herein for the appointment of an additional Arbitrator.

Arbitration proceedings shall be conducted in Barnstable County in accordance with the rules of the American Arbitration Association then in effect. The concurring determination of a majority in number of the Arbitrators shall be binding upon all parties to the dispute.

## **ARTICLE XI**

### **SECTION 1. Records and Audits**

The Board or the managing agent shall keep detailed records of the actions of the Board and the managing agent, minutes of the meetings of the Board, minutes of the meetings of the Unit owners, and financial records and books of account of the Condominium, as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment of common charges or fines levied against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid.

An annual report of the receipts and expenditures of the Condominium, compiled or reviewed by an independent public accountant, shall be rendered by the Board to all Unit owners and to all mortgagees of Units who have requested the same, promptly after the end of each fiscal year. The cost of such report shall be paid by the Board as a common expense.

## **ARTICLE XII** **Miscellaneous**

### **SECTION 1. Notices**

All notices hereunder shall be sent by registered or certified mail to the Board c/o the managing agent, or if there be no managing agent, to the office of the Board or to such other address as the Board may hereafter designate from time to time, by notice in writing to all Unit owners and to all mortgagees of Units. All notices to any Unit owner shall be sent by mail to the Building or to such other address as may have been designated by him from time to time, in writing, to the Board. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

### **SECTION 2. Invalidity**

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

### **SECTION 3. Captions**

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

#### SECTION 4. Gender

The use of any gender in these By-Laws shall be deemed to include all other genders and the use of the singular shall be deemed to include the plural, whenever the context so requires.

#### SECTION 5. Waiver

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

#### SECTION 6. Conflicts

These By-Laws are set forth to comply with the requirements of Chapter 183A of the Massachusetts General Laws Annotated. In case any of these By-Laws conflict with the provisions of said statute or of the Master Deed, the said statute or the Master Deed, as the case may be, shall be deemed to control.

### **ARTICLE XIII** **Amendments and Termination**

#### SECTION 1. Amendments to By-Laws

These By-Laws may be modified or amended by the vote of seventy percent (70%) in number of all Unit owners present and voting at a meeting of Unit owners duly held for such purpose, provided that no amendment shall take effect until recorded with the Barnstable County Registry of Deeds.

#### SECTION 2. Termination

The property may be removed from the provisions of Chapter 183A in accordance with the terms and provisions of Section 19 of said Chapter as it is written on the date of the Master Deed.

