

Worcester South District Registry of Deeds Electronically Recorded Document

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Worcester South District Registry of Deeds
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SUNDERLAND HEIGHTS CONDOMINIUM
AMENDMENT TO THE DECLARATION OF TRUST

Reference is hereby made to that certain Declaration of Trust dated March 11, 1982 and recorded with the Worcester County Registry of Deeds in Book 7432, Page 214, as may be amended, which Declaration of Trust established, pursuant to Massachusetts General Laws, Chapter 183A the Sunderland Heights Condominium Trust, the organization of Unit Owners of the Sunderland Heights, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed dated March 11, 1982 and recorded with the Worcester County Registry of Deeds in Book 7432, Page 176, as may be amended.

WHEREAS said Declaration of Trust has not heretofore been amended.

WHEREAS the Unit Owners entitled to at least seventy-five percent (75%) of the Beneficial Interest desire to amend said Declaration of Trust as provided for in Article XII, Section 12.1 thereof.

WHEREAS no other consents are required.

NOW THEREFORE said Declaration of Trust is hereby amended in accordance with the provisions of said Article XII, Section 12.1 as follows:

I. Delete Sections 2.3, 2.4 and 2.6 of Article II replace with the following:

2.3 Number Of Trustees. There shall be a Board of Trustees (the "Board" or the "Trustees") consisting of five (5) natural persons who shall be elected as hereinafter provided. Such natural persons shall be Unit Owners or spouses or domestic partners of Unit Owners. In such case as a title to a Unit is held by a fiduciary, such natural person may be the fiduciary (Trustee) or beneficiary of said Trust or in the case of a Unit owned by a corporation or other entity not a natural person, an officer or director of such corporation or manager, partner, etc. of such entity.

2.4 Terms of Trustees. The term of each Trustee shall be for a period of three (3) years from the annual meeting of Unit Owners at which such Trustee is elected. Such terms shall be on a staggered basis so that insofar as possible in each year the terms of approximately one third of the Trustees will expire. (To that end, at the initial election at an annual meeting after adoption of this amendment, one (1) Trustee shall be elected for a term of one year, two (2) Trustees shall be elected for a term of two years and two (2) Trustees shall be elected for a term three years, which shall be determined by lot). A Trustee whose term has expired shall continue in office until a successor is elected or appointed as hereinafter provided.

2.6 Vacancies, Election, Appointment and Acceptance Of Trustees.

If and when the number of Trustees shall become less than then number of Trustees last determined aforesaid, or due to death, disability, resignation, or removal a vacancy shall be deemed to exist. Such vacancy shall, for the balance of the unexpired term of the vacating Trustee, be filled (a) by the appointment of a natural person as aforesaid by the remaining Trustee or Trustees for the period until the next annual meeting and (b) for any portion of the term then remaining by a Vote of Unit Owners at said annual or special meeting as hereafter provided.

The expiration of a term shall also create a vacancy which shall likewise be filled at the annual meeting of the Unit Owners. At the annual or special meeting the Trustees shall be elected by the vote of the Unit Owners, in person or by proxy, with the candidate(s) receiving the greatest individual totals of Beneficial Interest votes ("votes") as there are vacancies being elected, provided that a quorum of at least thirty- three (33%) percent of the beneficial interest is present in person or by proxy at said meeting. There shall be no cumulative voting. In such event as the Unit Owners should fail to elect a Trustee at the annual meeting, or special meeting in lieu of the annual meeting, then the remaining Trustees may appoint a natural person, as aforesaid, to fill any such vacancy. In the event that the Trustees fail to so appoint a successor Trustee within thirty (30) days, or if there is no remaining Trustee, then such vacancy, or vacancies, shall, upon the petition therefor of any Unit Owner, with notice to all other Unit Owners, be filled by the appointment, or appointments, of a court of competent jurisdiction. The election or appointment of Trustees shall become effective upon such election or appointment. An instrument certifying such election or appointment shall be recorded with the Registry of Deeds, sworn and subscribed to by a majority of the then Trustees, or

any three unit owners if there are no Trustees (1) referencing this Declaration of Trust and the Master Deed; (2) reciting the existence and cause of the vacancy; (3) the election or appointment of the successor Trustee; and (4) containing an acceptance of such election or appointment by the successor Trustee. In the case of appointment by a court, an attested copy of the order may be recorded. The failure or delay in recording said instrument shall not affect the validity of such Trustee's election or the effective date thereof.

The foregoing provisions of this Section notwithstanding, despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining Trustee(s) shall continue to exercise and discharge all of the powers, discretion and duties hereby conferred or imposed upon the Trustees.

II. Amend Section 3.3 of Article III by deleting the word "three" and replacing with the word "twelve". After amending Section 3.3 shall be as follows:

3.3 Special Meeting: Special meetings of the Unit Owners may be called by the President or the Board and shall be called by the Clerk, or in the case of the death, absence, incapacity or refusal of the Clerk, by any Trustee, upon the receipt of a written application thereof signed by twelve or more Unit Owners entitled to vote at any such meeting. Special Meetings called at the request of Unit Owners shall be held not less than ten (10) nor more than ninety (90) days from the date on which written application therefore is received.

III. Amend Section 6.7 of Article VI by inserting the words "a late fee" after the words "obligated to pay to the Trust". After amending the first sentence of Section 6.7 shall be as follows:

6.7. Default in Payment of Common Charges: In the event that a Unit Owner fails to pay the full amount of all Common Charges assessed against him within fifteen (15) days of the date established for payment thereof, then such Unit Owner shall be liable for and obligated to pay to the Trust a late fee or interest on the unpaid balance on such Common Charges from the expiration of such 15 day grace period to the date of payment at the rate of one and one-half percent (1 ½%), or any fraction thereof, that any such Common Charges remain unpaid.

IV. Delete Section 6.11 of Article VI in its entirety and replace with the following:

6.11 Insurance. The Trustees and the Unit Owners shall obtain and maintain the following insurance policies:

A. Casualty Insurance. The Trustees shall obtain and maintain, to the extent reasonably obtainable and permitted by applicable law, so-called master policies of casualty insurance providing fire-with-extended coverage and Special Peril all risk coverage insurance, insuring the Condominium, including, without limitation, the Common Areas and Facilities, all of the Units with all fixtures, additions, alterations and improvements thereof, all heating and cooling equipment and other service machinery, apparatus, equipment and installations comprised in the Common Areas and Facilities, and also all such portions normally deemed to constitute part of the buildings and customarily covered by such insurance, but not including any furniture, furnishings, or household and personal property belonging to and owned by individual Unit Owners or Tenants, in an amount equal to the full replacement cost thereof (as that term is used for insurance purposes), subject to such reasonable deductible as the Trustees may determine, and which shall include, if available at a reasonable cost, so-called Agreed Amount, Inflation Guard, Construction Code and Replacement Cost Endorsements. The Trustees may purchase a so-called "blanket" policy covering all of the buildings, if there be more than one, if they deem it advisable. In determining full replacement value, the Trustees may reasonably rely upon the advice of the insurer or their agent. The name of the insured under such policy shall be stated in form, substance and effect similar to the following: "Trustees of SUNDERLAND HEIGHTS CONDOMINIUM TRUST for use and benefit of the Unit Owners of SUNDERLAND HEIGHTS CONDOMINIUM and their mortgagees as their interests may appear". Such insurance shall contain the standard mortgagee clause and shall name the Trustees as Insurance Trustees for the use and benefit of all Unit Owners of the SUNDERLAND HEIGHTS CONDOMINIUM and their mortgagees as their interest may appear, with losses payable to and adjusted by the Trustees as Insurance Trustees in accordance with the provisions of these By-Laws. The Trustees may insure against such other hazards or risks of casualty as the Trustees 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 machinery explosion or damage. Notwithstanding the provisions in paragraph E, if any part of the Condominium is determined by the Federal Emergency Management Agency ("FEMA"), or other such governmental agency, to be in a flood hazard area identified on a Flood Insurance Map as a Special Flood Hazard Area the Trustees may maintain flood insurance

to the extent obtainable at reasonable cost as determined by the Trustees and available and/or if and to the extent required by the Federal Housing Administration ("FHA"), Federal National Mortgage Association ("FNMA" or "Fannie Mae") or Federal Home Loan Mortgage Corporation ("FHLMC" or "Freddie Mac") to qualify for approval and/or financing.

B. Liability Insurance. The Trustees shall obtain and maintain, to the extent obtainable and/or applicable, master policies of insurance with respect to the Common Areas and Facilities for the benefit and protection of the Trust and all Unit Owners for: (i) comprehensive public liability insurance in such limits as the Trustees may, from time to time, determine but in no case less than \$1,000,000/\$1,000,000 in coverage, covering the Trust, the Trustees, the Property Manager, if any, and each Unit Owner with respect to liability arising out of ownership, maintenance or repair of the Common Areas and Facilities of the Condominium, such insurance providing for cross claims by the co-insureds, and containing a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Condominium Unit Owner because of negligent acts of the Trust, the Trustees or other Unit Owners, and other provisions commonly referred to as a "Special Condominium Endorsement" or its equivalent; (ii) workmen's compensation and employee's liability insurance; (iii) if applicable, boiler and machinery insurance in such limits as the Trustees may, from time to time, determine but in no case less than \$2,000,000 or the insurable value of the building(s) housing the boiler or machinery, whichever is less; (iv) non-owned automobile liability insurance with the same limits as item (i) and (v) such other liability insurance as the Trustees may from time to time deem appropriate and desirable, including non-owned automobile liability insurance.

C. Fidelity Coverage. The Trustees shall obtain fidelity coverage against dishonest acts on the part of the Trustees, the Property Manager, if any, employees or volunteers responsible for handling funds belonging to Trust or administered by the Trustees. This fidelity insurance shall name the SUNDERLAND HEIGHTS CONDOMINIUM TRUST as the named insured and shall be written in an amount equal to the maximum amount that will be in the custody of the Trust at any one time, but in no event less than three months Common Expenses plus all reserves. In connection with such coverage, an appropriate endorsement to the policy to cover persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

D. Directors And Officers Liability Insurance. The Trustees shall obtain Directors and Officers Liability Insurance in such amounts and

upon such terms as they deem appropriate, but at least equal to their general liability policy limits provided above.

E. FHLMC And FNMA Insurance Requirements. If the Federal Home Loan Mortgage Corporation (FHLMC) or the Federal National Mortgage Association (FNMA) or any other so-called Secondary Mortgage Market Agency holds any interest in one or more mortgages on Units of which the Trustees have received notice, the Trustees shall obtain and maintain, to the extent reasonably obtainable, such other insurance as may be required from time to time by whichever of FHLMC, FNMA or other holds any interest in one or more mortgages on Units. All such policies shall be in such amounts and contain such terms as may be required from time to time by whichever of FHLMC, FNMA or other holds such interest.

F. Unit Owners' Insurance. Unit Owners shall carry insurance for their own benefit insuring their furniture, furnishings and other personal property located within their respective Units or its appurtenances, and for such as is not covered by the Condominium master policies - particularly any deductible - and that they ensure that the existence and application of the deductible on the Condominium master policy shall be treated as if there was no insurance coverage for the purposes of the application of any so-called other insurance clause on a Unit Owner's individual policy; provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Trustees shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner, or if so effected, it shall be deemed that the Unit Owners' insurance coverage has been assigned to the Trust to the extent of such effect. Unit Owners shall in all events maintain liability insurance covering damage to the Property in such reasonable amounts as the Trustees may determine and, upon request, provide evidence thereof to the Trustees.

G. Terms And Conditions Of Policies. Policies for casualty insurance, and to the extent applicable, such other policies of insurance, shall provide: (i) that the insurance company waive any right of subrogation against the Trustees, their agents and employees, and the Unit Owners, their respective employees, agents, tenants and guests to the extent they are not specifically obligated hereunder; (ii) that the insurance shall not be prejudiced by any act or neglect of any Unit Owners or occupants or any other person or firm (including employees and agents of the Trustees) when such act or neglect is not within the control of the Trustees (or Unit Owners collectively) or by failure of the Trustees (or Unit Owners collectively) to comply with any warranty or condition with

regard to any portion of the premises over which the Trustees (or Unit Owners collectively) have no control; (iii) that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all Unit Owners and mortgagees of Units to whom certificates of insurance have been issued; (iv) that recovery thereunder shall not be affected on account of the availability of proceeds under any policies obtained by individual Unit Owners covering their Units; and (v) if obtainable, that the company shall waive any right it may have under the policy to repair or restore damage should the Unit Owners elect to terminate the Condominium because of such damage.

Such insurance policies may provide for a reasonable deductible from the coverage thereof as determined by the Trustees in their sole discretion. In the event of any loss which relates in part to insurable portions of a Unit, or Units, and/or in part to the Common Elements, the Trustees shall apportion the deductible amount directly proportional to the amount of such loss related to such Unit, or Units, and/or the amount of the loss related to the Common Areas and Facilities. Where such loss is solely to a Unit, the deductible amount shall be borne solely by the Unit Owner thereof. Where such loss is solely to the Common Elements, such shall be borne from the common funds. Additionally, all costs of adjusting and/or administering a loss shall be so apportioned and deducted from the insurance proceeds.

H. Insurance Appraisal. The Trustees may obtain an appraisal of the full replacement cost of the property to be insured in accordance with the foregoing provisions of this Section, without deduction for depreciation, for the purpose of determining the amount of insurance to be maintained pursuant to this Section and/or may rely thereon, or upon the advice of the Trust's insurance agent as to the amount of necessary coverage. If the Trustees in their discretion deem it necessary, they shall upon notification of improvements to be made to a Unit by a Unit Owner increase the insurance coverage afforded by said master policy.

I. Trustees As Insurance Trustees. The Trustees (i) shall have exclusive authority to negotiate all losses as herein provided for, (ii) shall collect and receive all loss insurance proceeds, and (iii) shall hold, use, apply and disburse the same in accordance with the applicable provisions of these By-Laws for the benefit of the Unit Owners and their respective mortgagees. With respect to losses which affect portions or elements covered by such insurance of more than one Unit and/or the Common Elements to different extends, the proceeds relating thereto shall be used, applied and disbursed by the Trustees in their judgment in a fair and equitable manner, primarily based upon the relative losses.

J. Authorized Insurance Representative. Notwithstanding any of the forgoing provisions and requirements to the contrary relating to physical damage or liability insurance, there may be named as an insured, on behalf of the Trustees, the Trustees' authorized representative, including any Trustee, with whom such Trustees may enter into any Insurance Trust Agreement or any successor to such Trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such physical damage or public liability insurance. Each Unit Owner appoints the Trustees, or any Insurance Trustee or substitute Insurance Trustee designated by the Trustees, as his attorney-in-fact for the purpose of purchasing, maintaining and administering such insurance, including without limitation the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose.

K. Notification Of Mortgagees. The Trustees, shall, when requested by mortgagees of Units, give written notice to such mortgagees of such loss to the Common Areas and Facilities, or to the Unit mortgaged, as the mortgagee requests.

L. Certificates Of Insurance. Certificates of insurance with proper mortgagee endorsements, when requested, shall be issued to Unit Owners or their designees. The Trustees may charge a reasonable fee for issuing such certificates.

M. Notification To Trustees Of Improvements. Each Unit Owner shall notify the Trustees in writing of all improvements to his/her Unit (except personal property other than fixtures) which exceed a total value of Ten Thousand Dollars (\$10,000.00) within twenty (20) days after the commencement of construction or installation of such improvement, and upon receipt of such notice, the Trustees shall notify the insurer under any casualty policy obtained pursuant to this Section of such improvements and shall, if necessary, purchase additional casualty insurance in such amounts as may be required under this Section. Any premium increase caused by insuring such improvements may be assessed to the Owner of the improved Unit as a Common Expense attributable to such Unit. No Unit Owner shall be entitled to receive insurance proceeds for repair, replacement or restoration of any such improvement not so reported to the Trustees, unless otherwise consented to the Trustees.

N. Waiver Of Claims. To the extent the Trustees maintain the casualty insurance herein provided for, the Unit Owners shall be precluded

from making any claim against the Trust and/or its Trustees for property damage to the Units and/or the property of the Unit Owner kept within the Condominium and the Unit Owners shall look solely to such property insurance as they may personally maintain.

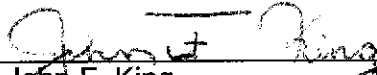
V. Add as the new second paragraph to Section 6.13 (a) of Article VI the following:

Except to the extent covered by the Trust's master casualty insurance, each Unit Owner shall be responsible for any and all damage to any and all other Units and/or the Common Areas and Facilities caused by his failure to satisfy this maintenance obligation, including all administrative costs incurred by the Trust. If the Trustees shall at any time in their reasonable judgment determine that a Unit, any part thereof, or such Common Element to which a Unit has exclusive use, is in such need of maintenance or repair that the market value of one or more other Units is being adversely affected, or that the condition of a Unit, any part thereof, such Common Element to which a Unit has exclusive use, or any fixtures, furnishings, facilities or equipment therein, is hazardous to any Unit or the occupants thereof and/or adversely affects any other Unit and/or the Common Elements and/or the Common Expenses, the Trustees shall in writing request the Unit Owner thereof to perform the needed maintenance, repair, replacement and/or work and/or to correct the relevant condition and/or its cause. In such case as action thereon shall not have been commenced within the time as may be reasonably set by the Trustees and thereafter diligently brought to completion, the Trustees shall be entitled to have such performed for the account of such Unit Owner whose Unit and/or Common Element to which he has a right of exclusive use is in need thereof and to enter upon and have access to such Unit and/or such Common Element for these purposes. In the case of an emergency which necessitates immediate action and the Unit Owner is unavailable or fails to take immediate action, the Trustees may proceed thereto without delay. The cost incurred by the Trustees for such as is reasonably necessary therefor shall constitute an obligation of the applicable Unit Owner and shall be considered a Common Expense attributable to such Unit. The Trustees may in their discretion additionally impose a fine upon a Unit Owner who, in the Trustees' judgment, unreasonably fails to comply with a request made by the Trustees hereunder.

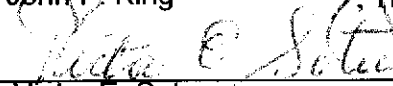
VI. Add as new paragraph (i) of subsection (f), Section 6.16 of Article VI the following:

- (i) No Unit may be leased, rented or let unless upon a written agreement for a term of no less than twelve (12) months.

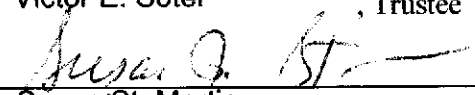
IN WITNESS WHEREOF we, the undersigned being a majority of the Trustees of the Sunderland Heights Condominium Trust, having first received the written vote of the Unit Owners entitled to at least seventy-five percent (75%) of the Beneficial Interest cast at a meeting of Unit Owners duly called, have set our hands and seals this 4th day of November, 2014.




 John F. King, Trustee




 Victor E. Soter, Trustee



 Susan St. Martin, Trustee



 Sheri Chase, Trustee

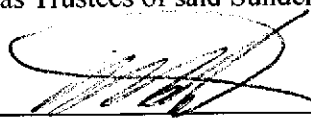


 Robert Wilson, Trustee

STATE/Commonwealth of MASSACHUSETTS
Worcester County, ss.

On this 4 day of March, 2014, before me, the undersigned
notary public, personally appeared JEAN KING

_____ proved to me
through satisfactory evidence of identification, being (check whichever applies):
driver's license or other state or federal governmental document bearing a photographic
image, oath or affirmation of a credible witness known to me who knows the above
signatory, or my own personal knowledge of the identity of the signatory, to be the
person whose name is signed above, and acknowledged the foregoing to be signed by
him/her voluntarily for its stated purpose, as Trustees of said Sunderland Heights
Condominium Trust.



Notary Public
My Commission Expires: 3/31/2020
Print Notary Public's Name: MARC S. VIGLIOTTI
Qualified in the State/Commonwealth of MA