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BY-LAWSMILLBROOK HOMES HOMEOWNERS ASSOCIATION, INC.ROCKLAND, MASSACHUSETTS

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 REGISTRY OF DEEDS
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 JOHN D. RIORDAN
 REGISTER

ARTICLE I

GENERAL PROVISIONS

(1) Application. The management and administration of the Premises subject to the preceding Declaration of Covenants, Reservations, Restrictions and Easements ("Declaration"), said premises being in Rockland, Massachusetts, more particularly described therein, known as Millbrook shall be regulated and governed by these bylaws. All present and future owners of any interest in said Premises as described in the Declaration (the "Members") all visitors, tenants, occupants or persons who in any way use any of the facilities of the Premises, shall hold such interest, and shall visit, lease, occupy, or use said facilities, subject to these bylaws.

The obligations of the parties hereunder shall at all times be subject to all laws, regulations and rights of the Town of Rockland and its subdivisions in the Premises, whether arising by present or future statute, Special Permit, subdivision approvals and other governmental permits and approvals.

These bylaws shall automatically apply to any property which may be added to the Premises in accordance with the terms of the Declaration.

The acceptance of a deed, execution of a lease, or an act of occupancy or use which relates to any land, buildings or facilities situated in the Premises shall constitute acceptance that these bylaws and the Declaration of which they are a part are effective and binding upon him, his heirs, successors and assigns.

(2) Purpose. It is the purpose of the Association to provide, care for, and maintain the parks, common lands, private utilities, roads and streets situated within the Millbrook development [to the extent not accepted or maintained by the Town of Rockland] to obtain adequate insurance for the common areas, to make, alter and repeal rules and regulations governing the use of said facilities; to amend and repeal restrictions, covenants, conditions, easements and obligations on a uniform basis to protect and enhance the value, appearance, beauty and desirability of the community; to raise money by assessments upon the Members hereof, or to borrow the same in order to accomplish the purposes of the Association; to collect said assessments by the filing of liens and/or actions or petitions in court; to enforce such rules, regulations, covenants, easements,

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 1 Bowdoin Square
 Boston MA 02114

BK 12566 PG 074

servitudes, conditions and obligations by court or other appropriate actions; and in general to do such things that are suitable, necessary, desirable or convenient to promote the fair, efficient management and regulation of the Premises so as to promote a congenial, valuable, attractive, and pleasant residential community now and in the future.

(3) Definitions. Words and terms used herein shall have the meaning ascribed to them in the Declaration, unless specifically herein defined or unless the context requires a different meaning.

(4) Membership. The membership of this Association shall consist of, and be limited to, owners of Lots, improved and unimproved, as described in the Declaration.

In the event a Lot is owned by more than one person, then the membership relating thereto shall be held in the same names and in the same manner as the Lot.

(5) Severability. The invalidity of any portion or portions of these bylaws shall not cause any other portion hereof, or of the Declaration, to be invalid or unenforceable.

(6) Construction. The bylaws shall be interpreted liberally so as to give effect to and to assist and aid in the implementation of the overall plan for the management and government of the Premises.

(7) Amendments. The provisions of these By-Laws and of the Declaration can be amended by the Owner prior to the issuance of the Class A shares and by a four-fifths vote of the Members after the issuance of the Class A shares.

ARTICLE II

BOARD OF DIRECTORS

(1) Composition. The powers and duties of the Association shall vest in a Board of three directors (one of whom shall be the President of the Association). Except as provided in Paragraph (2) of this Article, all of the directors shall be members of the Association.

(2) Election -- Term. Until the Class A shares are issued as described in the Declaration, the Owner shall appoint all of the Directors.

Once the Class A shares have been issued, the Members of the Association shall elect the Directors at the annual meeting of the Association. Directors shall hold office for a term of three years or until their successors are duly elected and qualified,

BK 12566PG075

except that at the first annual meeting after the issuance of the Class A shares one Director shall be elected for a term of one year, one for a term of two years, and one for a term of three years.

(3) Vacancies.

(a) Whenever a vacancy on the Board exists, the remaining Directors shall appoint a member to serve until the next annual meeting of the Association at which the Members shall elect a person to complete any unexpired portion of the term. In the event all positions on the Board are vacant, the Members shall fill said vacancies as provided in Paragraphs (1) and (2) of this Article.

(b) Except for directors designated by the Owner, a vacancy shall occur when a Director ceases to qualify for membership in the Association by no longer being a Member or for other reasons specified herein or in the Declaration.

(4) Removal. Any Director can be removed for any reason or for no reason at all by two-thirds of the votes cast at any annual or special meeting (as hereinafter provided) of the Association, notice of the time and purpose of which has been mailed to all Members at least 20 days (including weekends and holidays) prior to the date thereof, subject however, to the provisions of the first paragraph of Section (2) of this Article, and further provided that they immediately fill the vacancy created by said removal.

(5) Voting.

(a) Each Director shall have one vote, and the Board shall transact its business by majority vote, provided a quorum is present. A quorum shall consist of a majority of the Directors.

(b) The Board may act in the absence of a quorum, if all the Directors not present assent in writing to the action taken by signing a copy of the minutes of the meeting, which is then filed with the Secretary.

(c) The Board may act without a meeting if all the Directors sign a record of the action taken, which is then filed with the Secretary.

(6) Meetings. The Board shall determine the times and places of its meetings which shall be scheduled at least once a month. The President of the Association or two members of the Board may call a meeting. Notices of all meetings shall be mailed to each Director at least seven days prior to the date

BK 12556 PG 076

thereof. Notice is waived by any Director who attends the meeting or who waives the same in writing.

(7) Powers.

(a) The Board shall have all the powers and duties of the Association as provided by law, the Declaration of Covenants, Reservations, Restrictions and Easements and these bylaws, as well as any and all other powers necessary to or convenient to accomplish the purposes of the Association.

(b) Without limiting the generality of subsection (a) above, the Board:

(i) Shall provide for the performance of all maintenance of the park areas and of the private utilities, if any, as well as snow removal, landscaping, conservation practices, wildlife management, trash removal and any other services as directed by two-thirds vote of the Members present and voting at a duly held meeting.

(ii) Shall enforce the Rules and Regulations as may be attached to the Declaration or hereto.

(iii) Shall provide for the maintenance of the paint, stain, and overall condition of all structures in the Common Property as necessary to keep each one in good appearance and repair. The Association may permit the owners of a Lot to perform such maintenance and repairs on such terms and conditions and with such limitations as the Board determines are consonant with the intent, goals, and purposes of the Declaration.

(iv) May institute lawsuits on behalf of the Association and employ legal counsel as necessary to properly accomplish the purposes of the Association.

(v) May employ accounting services necessary to properly accomplish the purposes of the Association.

(vi) May purchase such equipment and other personal property as is necessary to properly accomplish the purposes of the Association, subject to the provisions of subparagraph (c) below.

(vii) Shall purchase and maintain adequate fire and liability insurance covering the Common Property and facilities, its assets and operations, any other insurance required by the law, and such other insurance as is directed by a majority of the votes cast at a duly held meeting of the Members of the Association.

BK 12566PG077

(viii) May make, amend and repeal rules and regulations governing the use of the Common Property, which shall become effective and binding upon the vote of a majority of the votes cast at a duly held meeting of the Association, and shall furnish each member a copy thereof.

(c) The Board shall have no power to expend in excess of \$2,500.00 in any year for the acquisition of personal property, or for capital improvements (other than capital repairs), without the prior assent of the Members by a majority of the votes cast at a duly held meeting of the Members of the Association.

ARTICLE III

OFFICERS

(1) Election -- Term.

(a) The officers of the Association shall consist of a President, Vice-President, Treasurer and Secretary. They shall be members of the Association, and, except as provided by subparagraph (b) hereof, they shall be elected annually by the Board immediately after the annual meeting of the Association for a term of one year or until their successor are duly elected and qualified. The officers shall serve at the pleasure of the Board and may be removed by the Board.

(b) So long as the Owner has the right to appoint all of the members of the Board of Directors, it shall also be entitled to appoint all the officers of the Association.

(2) President. The President shall act as chief executive officer of the Association and shall preside at all meetings of the Association. He shall be selected from the members of the Board.

(3) Vice-President. The Vice-President shall assist the President in the discharge of his duties and shall preside at all meetings in the absence of the President.

(4) Treasurer. The Treasurer shall have charge of all funds of the Association and perform such other duties as directed by the Board. He shall keep and maintain books and records relating to the financial affairs of the Association; he shall maintain such bank accounts as are approved by the Board, and render a report relating to the same at the annual meeting; he shall submit to the board a proposed budget for operation of the Association during the forthcoming year in time for the Board to review the same prior to the annual meeting. He shall, upon appropriate notice, make his books and records available for inspection upon request made by five or more Members. He shall,

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only if the Members of the Association so require, be bonded (at the expense of the Association) for 50% of the amount of each year's proposed budget as approved by the Board and adopted by the Association. He may also serve as Secretary.

(5) Secretary. The Secretary shall keep a record of all meetings of and actions by the Board and the Association. He shall keep all records, documents and other papers of the Board and of the Association.

ARTICLE IV

MEETINGS

(1) Annual Meeting. The annual meeting of the Association shall be held on the first Tuesday in June at 6:00 p.m. in Rockland, Massachusetts at such place or other time (which shall not be more than 20 days before or after said date) as the Board shall direct.

The Association shall elect directors as required by these bylaws, approve the operating budget for the coming year, and transact any other business of the Association.

The President shall, within 30 days of said meeting, cause a copy of the minutes thereof, including the budget adopted thereat, to be mailed to each Member.

(2) Special Meetings. Special meetings of the Association may be called at any time by the President, a majority of the Board, or those Members who have one-third of the total voting power of the Association (as hereinafter provided).

(3) Notice. Written notice of all meetings shall be delivered to each of the Lots at least 10 days (including weekends and holidays) prior to the date thereof. Said notice shall state the date, time, and place of the meeting, as well as the matters to be considered thereat. However, no notice shall be required for the annual meeting if actually held at the time and place specified in Paragraph (1) of this Article.

(4) Quorum. The presence of 33 1/3% of the owners of the Lots in person or by proxy at any meeting shall constitute a quorum. The Association shall conduct its business by majority vote.

In the absence of a quorum, a majority of the Members present may vote to adjourn the meeting to a time not more than 30 and not less than 10 days after the date of the original meeting. At said adjourned meeting, proxies received up to the date thereof shall be counted and the quorum shall be 51% of the total voting power of the Members.

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Notices are waived by those who are present in person or by proxy and by anyone who expressly waives notice.

(5) Voting.

(a) Each Member of the Association who owns a Lot shall be entitled to one vote for each such Lot owned.

(b) Any Member entitled to more than one vote shall cast all votes to which he is entitled in the same fashion.

(c) Votes may not be split in the event a Lot is owned by more than one Member; but such Members shall agree as to how their vote or votes shall be cast. Ownership of a Lot shall be determined on the basis of record title as shown in the Plymouth County Registry of Deeds.

(d) The Members may assign their vote(s) to a first mortgage of which the Association has received written notice.

ARTICLE V

RESIDENT AGENT

Appointment. The Board shall appoint a resident of Massachusetts as agent for the Association to receive service of process. Such agent shall serve until his successor is chosen and qualified. So long as the Owner is entitled to appoint all the Directors, and until his successor is appointed, the agent shall be Dolph J. Vanderpol, Esquire, One Bowdoin Square, Boston, Massachusetts 02114.

ARTICLE VI

INDEMNIFICATION

Indemnification. The officers and the members of the Board of Directors of the Association shall not be liable to any Member for any act or omission committed by them in the course of performance of their duties as officers or directors of the Association, unless such act or omission constitutes bad faith, gross negligence or willful misconduct or is in willful contravention of the Declaration. The members shall indemnify and hold harmless each officer and each member of the Board of the Association against any and all liabilities incurred by them in the course of performance of their duties as officers or directors of the Association, provided the same are not the result of bad faith, gross negligence, willful misconduct or conduct contrary to the provisions of the Declaration.

No officer or director shall be exempt from or entitled to indemnification against liability for his own private tortious conduct against the person or property of another.

BK 12566 PG 080

ARTICLE VII

ASSESSMENTS AND LIENS

(1) Budget. The proposed annual budget for the Association shall be submitted to the Board by the Treasurer of the Association on or before September 15th of each year. It shall include such sums deemed necessary to operate the Association for the current year and may provide for the collection of a reserve to make reasonably anticipated capital improvements and provide for major maintenance expenses.

(2) Accounting Period. The fiscal year of the Association shall be the twelve (12) month period ending December 31.

(3) Liability for Expenses.

(a) Except as provided in Paragraph (5) of this Article, all expenses of the Association shall be allocated among the Members pro rata on the basis of the number of the Lots owned by each.

(b) This section shall not be amended except upon a vote of 80% of the total voting power of the Members.

(4) Regular Assessments.

(a) Each Member's share of the current year's budget as adopted by the Association shall be assessed to the Members as of September 1 of each year. Any portion of the Premises not subject to the Declaration shall not be subject to these bylaws, nor the subject of the assessment provisions included herein. If any assessment proves insufficient, the Board may at any time levy a further assessment upon the Members in the same proportions.

(b) Each Member shall be personally liable for the payment of all assessments made against him, which shall be due and payable within thirty (30) days after receipt of notice of such assessment, or in such other reasonable fashion as the Board shall require. No Member may exempt himself from liability for assessments by waiving or abandoning his use or enjoyment of the common areas or facilities or of his dwelling.

(c) Failure of the Board of the Association to determine assessments for a twelve (12) month period in the manner prescribed above shall not be interpreted as a waiver or amendment of these provisions, nor a release of a Member of his obligation to pay assessments, but the assessment for the preceding 12 months shall continue, and installments shall be due thereon, until a new assessment is fixed, which new assessment

BK 12566PG081

may be retroactive to the beginning of the then-current 12-month period.

(d) This Section shall not be amended except upon a vote of 75% of the total voting power of the Members.

(5) Effect of Non-payment.

(a) Each assessment as described in the Declaration or herein is a separate, distinct and severable personal obligation of the Member against whom it is assessed. Any such assessment or installment not paid when due, plus interest at eighteen (18%) percent per annum (or the highest rate permitted by applicable laws, if less than eighteen (18%) percent) and all costs of collection, including reasonable attorney's fees, are a lien upon the Lot to which it relates as set forth in the Declaration.

(6) Certificate of Compliance. The Owner or any individual director or officer of the Association shall be authorized to sign and issue a Certificate of Compliance indicating that all assessments have been paid to date for a certain Lot, which signed Certificate may be conclusively relied upon as valid by any person seeking to purchase any of the Lots or by any person or entity seeking to secure a mortgage on any of the Lots.

MILLBROOK HOMES HOMEOWNERS ASSOCIATION, INC.

By [Signature]
Its President hereunto duly authorized

COMMONWEALTH OF MASSACHUSETTS

[Signature], ss.

[Signature], Jan. 5, 1993

Then personally appeared before me, Lloyd Geisinger, who acknowledged himself to be the President of the MILLBROOK HOMES HOMEOWNERS' ASSOCIATION, INC., a corporation duly organized, and who further acknowledged that he executed the above document as his free act and deed and the free act and deed of said MILLBROOK HOMES HOMEOWNERS ASSOCIATION, INC.

[Signature]
Suzanne M. Noye, Notary Public
My Commission Expires: 10/4/96

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