

*Farrwood Green Condominium II*

BRADFORD, MASSACHUSETTS

P.O. BOX 8201, WARD HILL, MA 01835

**FARRWOOD GREEN CONDOMINIUM II**  
**CERTIFICATE OF AMENDMENT TO THE BY-LAWS**

WHEREAS, at the annual meeting of the Unit Owners of Farrwood Green Condominium II, a condominium located in Haverhill, Essex County, Massachusetts, established pursuant to a Master Deed dated May 22, 1978 and recorded with the Essex South District Registry of Deeds, Book 6471, Page 416, and as thereafter amended, said annual meeting being held on March 11, 2003 by the affirmative (yea) vote of Unit Owners at said meeting, which said number of Unit Owners voting for passage exceeded two-thirds in number and in interest of all Unit Owners, the following nine amendments to the By-Laws were duly adopted and the same were further unanimously approved by the Board of Managers, as follows:

- 1) Amendment to sub paragraph 2.1 of Article II of the said By-Laws: The last sentence of sub paragraph 2.1 is stricken in its entirety and the following substituted therefor, viz.  
The term of the Board shall run concurrent with the fiscal year of the Condominium as described in Section 1.2:1.
- 2) Amendment to sub-paragraph 2.1.2, section (e) of Article II of the said By-Laws: Sub-paragraph 2.1.2, section (e) is stricken in its entirety and the following substituted therefor, viz.
  - e) Adoption and amendment of reasonable rules and regulations covering the details of the operation and use of the Condominium, and levying fines against Unit Owners for violation thereof, which fines shall be additional assessments constituting a lien on the Unit as provided in Section 4.2  
No fine of more than \$25.00 may be levied for any one violation, but each day a violation continues after notice shall constitute a separate violation.  
It shall be the policy of the Board, upon receiving a complaint from a member of the Condominium, to investigate said complaint. If the Board votes that the complaint warrants an immediate fine, a fine of \$25.00 shall be issued to the Unit Owner. If the Board votes that the complaint warrants only an initial warning, a first letter of warning to the Unit Owner shall be issued. After the first warning, repeated instances of the original complaint shall be fined per above.

- 3) Amendment to sub paragraph 2.1.3 of Article II of the said By-Laws: Sub paragraph 2.1.3 is stricken in its entirety and the following substituted therefore, viz.

**2.1.3. Managing Agent.** The Board may employ for the Condominium a managing agent at a compensation established by the Board and for a term not to exceed two years, to perform such duties and services as the Board shall authorize, including but not limited to those duties described in subparagraphs (a), (b), (c), (d), (i), and (j) of Section 2.1.2 **by an affirmative vote of more than 66 2/3 of those attending an annual meeting plus proxies.**

- 4) Amendment to sub-paragraph 2.1.4 of Article II of the said By-Laws: Sub-paragraph 2.1.4 is stricken in its entirety and the following substituted therefore, viz:

**2.1.4 Removal.** Managers may be removed by a unanimous vote of the Board for due cause. In order to bring a removal vote to the Board, any Board Member (s) must perform due diligence and bring evidence sufficient to convince the remaining Board Member (s) of due cause. A unanimous vote of the remaining Members is required for removal.

Unit Owners may, upon presentation of more than 66 2/3 % of valid Unit Owner signatures, petition the Board to remove any Manager. Such petition shall be accompanied by written documentation as to the Manager's alleged violation. Upon receipt of said petition, the Board shall perform due diligence to investigate the allegation (s) and present their findings to the Unit Owners at a Special Meeting called by the President. The Board shall have not more than 90 days from receipt of the petition to call the Special Meeting.

The Board, may at its discretion, "suspend without pay" any Manager against whom a removal petition has been brought. Conviction (while in office) of any Felony or other violation of civil or criminal law shall be cause for immediate removal from the Board.

Non-Attendance or attendance of Meetings insufficient to perform Manager duties shall be cause for removal.

Non-performance of duties shall be cause for removal.

- 5) Amendment to sub-paragraph 2.1.5 of Article II of the said By-Laws: Sub-paragraph 2.1.5 is stricken in its entirety and the following substituted therefor, viz.

**2.1.5 Vacancies.** Vacancies in the Board shall 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 for the remainder of the term of the member and until a successor shall be elected at the next annual meeting of the Unit Owners.

**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, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each member of the Board at the previous meeting, unless consensus causes the next Meeting date to be moved with the agreement of the Board members. Special meetings of the Board may be called by any Board Member on three (3) business days notice to each member of the Board, given by mail, email or telephone and shall include the time, place and purpose of the meeting.

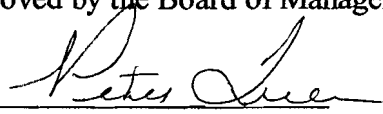
- 6) Amendment to sub-paragraphs 2.2, 2.2.1, 2.2.2, 2.2.3 and 2.2.4 of the said By-Laws: Sub-paragraphs 2.2, 2.2.1, 2.2.2, 2.2.3 and 2.2.4 are stricken in their entirety.
- 7) Amendment to Article III of the said By-Laws: Sub-paragraphs 3.4.1, 3.4.2 and 3.4.3 are to be added following sub-paragraph 3.4, viz.
  - 3.4.1 **Expense Authorizations.** All proposed undertakings, except for recurring charges on Contracts, or recurring utility bills, over \$2,000.00 in total cost shall be proposed to the Board by any Member for vote. Such proposal shall include the nature of the expense, the need, and the approximate cost. Quotes for any expenditure estimated at over \$5,000.00 shall be furnished.. The Board shall approve such proposed undertaking by a majority vote. It shall be the responsibility of the Board Member under whose authority the undertaking falls to oversee the authorized undertaking to ensure its timely and full completion.
  - 3.4.2 **Expense Approvals.** All authorized expenses shall be “OK’d” by the appropriate Board Member overseeing such undertaking. This “OK” by the Board Member shall mean that the Board Member has personal knowledge that the goods and/or services were performed per Specification by the Contractor to the betterment of the Condominium and that the Condominium properly owes the money to the vendor.
  - 3.4.3 **Funds Dispersal.** The Treasurer shall disperse funds for authorized expenses only when such expenses have been “OK’d” by the overseeing Board Member.
- 8) Amendment to sub-paragraph 3.5 of Article III of the said By-Laws: Sub-paragraph 3.5 is stricken in its entirety and the following substituted therefore, viz.
  - 3.5 **Agreements, Contracts, Deeds, Checks, Etc.** All agreements, contracts, deeds, leases, notes, and other instruments of the Condominium shall be executed by the President and the Board Members under whose authority the contract falls, only after such contracts, etc have been approved by a majority vote of the Board.
- 9) Amendment to sub-paragraph 4.3 of Article IV of the said By-Laws. Sub-paragraph 4.3 is stricken in its entirety and the following substituted therefor, viz.

**4.3.1 Collection of Assessments.** The Board shall take prompt action to collect any assessments due from any Unit Owner which remains unpaid for more than 30 days from the due date for payment thereof. If a Unit Owner defaults in paying his assessment, he shall pay interest at the rate of 18% per annum on such assessment from the due date thereof, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action at law or in equity to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit as provided in Section 6 of Chapter 183A of Massachusetts General Laws. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing or waiving the lien securing the same.

It shall be the policy of the Board to send a written notice of past due assessments to any Unit Owner who is more than sixty (60) days delinquent in the payment of an assessment. The Board shall charge interest at the maximum rate allowed by the By-Laws on all past due assessments, said interest to start as of the due date of the assessment

**\*\*\* End By-Law Amendments\*\*\***

I, Peter Quan, Clerk of the aforesaid Board of Managers of Farrwood Green Condominium II do hereby certify that at the aforesaid annual meeting of the Unit Owners, the within amendments to the By-Laws were duly adopted, and the same were further approved by the Board of Managers.

  
Peter Quan, Clerk

July 2, 2003  
Date

Commonwealth of Massachusetts

Essex, SS.

July 2, 2003

Then personally appeared the above named Peter Quan, Clerk of the said Farrwood Green Condominium II and acknowledged the truthfulness of the within certificate of amendment and that he signed the same as his own free act and deed, before me

  
Notary Public

My Commission Expires: JUNE 14, 2007