

AMENDED AND RESTATED BY-LAWS  
OF  
THE UPLAND CONDOMINIUM ASSOCIATION  
CAMBRIDGE, MASSACHUSETTS

ARTICLE I

The Condominium

Section 1. Organization of The Managing Board The business and affairs of the Association shall be managed by a Managing Board which is comprised of at least 6 unit owners, one title holder from each unit. Should the Board exceed 6, then there shall be only 1 voting member per each unit. Each member of the Managing Board shall be owners or spouses of owners or mortgagees in possession or officers or employees of such mortgagees of units. Upon sale or conveyance to a purchaser, such purchaser shall have an automatic seat on the Board. The Managers shall from time to time as required by M.G.L. c. 183A and/or these By-Laws record with said Registry of Deeds appropriate instruments reflecting the composition of the Board of Managers and the mailing address of this Association. The Certificate shall be in the form or substantially similar to the Certificate attached and incorporated herein as Appendix A (“Management Certificate”) which shall be updated and recorded in the Middlesex South District Registry of Deeds.

Section 2. Name of Association. The Association shall be named and known as “The Upland Condominium Association”.

Section 3. Purpose of Association. The Association is an association composed of the unit owners of The Upland Condominium, and used by them to manage and regulate the Condominium. In no event shall the Association carry on a business for profit. Each unit owner, as defined in said Chapter 183A (hereinafter referred to as a “unit owner” or collectively as “unit owners”) shall have the same percentage interest in the Association as his representative interest in the common areas and facilities as provided in the Master Deed and Exhibit B thereto.

Section 4. Applicability of By-Laws. The provisions of these By-Laws, as they may be amended, shall govern the Association and shall apply to the Condominium and the use and occupancy thereof. All present and future owners, mortgagees, lessees and occupants of units, and their respective agents and employees, and any other person who may use the facilities of the Condominium in any manner shall be subject to the Master Deed, these By-Laws and the Rules and Regulations adopted pursuant thereto, as any of the same may be amended 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 provisions of the Master Deed, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 5. Property of Condominium. The term “Property” as used in these By-Laws shall include the land, the buildings and all other improvements and structures thereon (including the units and the common areas and facilities), and all easements, rights and appurtenances thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which have been submitted to the provisions of said Chapter 183A.

Section 6. Office. The offices of the Condominium, the Association and all of the Managing Board shall be located at 188 Upland Road, Cambridge, Massachusetts, or such other location in said Cambridge as may be selected from time to time by the Managing Board and of which unit owners have been given written notice.

## **ARTICLE II**

### **Managing Board**

Section 1. Number and Qualification. The business and affairs of the Association shall be managed by a Managing Board. The initial Managing Board shall consist of Li-li Ch'en, Nancy R. Evans, William Lindemulder and Ann J. Lindemulder, Deborah A. Lamb and Mercia E. Lee, and John D. Jordan. The Managing Board shall consist of six persons, all of whom shall

be owners or spouses of owners or mortgagees or officers or employees of such mortgagees of units.

Section 2.     Powers and Duties. The Managing Board shall represent and act for the Association in all matters. The Managing Board subject to the provisions of Chapter 183A shall have the powers 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 Managing Board. Such powers and duties of the Managing Board shall include, but shall not be limited to, the following, all of which shall be exercised subject to the provisions of these By-Laws:

- (a) Operation, care, upkeep and maintenance of the common areas and facilities.
- (b) Determination of the common expenses required for the affairs of the Condominium and Association, including without limitation, the operation and maintenance of the property.
- (c) Collection of the common charges (which for the purpose of these By-Laws shall mean such portion of the common expenses as are payable by the representative unit owners) from unit owners.
- (d) Employment and dismissal of the personnel necessary for the maintenance and operation of the common areas and facilities.
- (e) Adoption and amendment of rules and regulations covering the details of the operations and use of the Property.
- (f) Opening of bank accounts on behalf of the Association and designating the signatories required therefor.
- (g) Purchasing of units at foreclosure or other judicial sales in the name of the Association or its nominee, corporate or otherwise, on behalf of all unit owners.
- (h) Selling, leasing, mortgaging, voting the votes appurtenant to, or otherwise dealing with units required by, and subleasing units leased by the Association, or its nominee, corporate or otherwise, on behalf of all the unit owners.
- (i) Organizing corporations or trusts to act as nominees of the Association in acquiring title to or leasing of apartment units on behalf of all unit owners.
- (j) Obtaining of insurance pursuant to the provisions of Article V, Section 2 hereof.

- (k) Making of repairs, additions and improvements to or alterations of the common areas and facilities.
- (l) Making of repairs to and restoration of the property in accordance with the 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.
- (m) Purchasing or leasing or otherwise acquiring in the name of the Association or its nominee, corporate or otherwise, on behalf of all unit owners, units offered for sale or surrender by their owners to the Managing Board.
- (n) Borrowing funds in the name of the Association and pledging as security thereof, the Association's right to collect assessments from its Unit Owners.

Section 3. Managing Agent and Manager. The Managing Board may employ for the Association and Condominium a managing agent and/or a manager with competitive compensation and on such other terms and conditions as the Managing Board deems in the best interest of the Condominium, to perform to the extent permitted by law such duties and services as the Managing Board shall authorize, including but not limited to the duties listed in subdivisions (a), (c), (d) and (k) of Section 2 of this Article II, but excluding in any event all of the powers granted to the Managing Board by subdivisions (b), (c), (f), (g), (h), (i), (j), (l) and (m) of said Section 2 of this Article II, which are reserved to the Managing Board. One or more members of the Managing Board may act as managing agent and/or manager or may be an officer, employee or have an interest in any corporation, partnership, trust or other entity employed by the Managing Board as managing agent and/or manager for the Condominium.

Section 4. Designation and Acceptance. At any time, the owner or owners of a unit may designate one member of the Managing Board by written notice to the other members of the Managing Board. Each new member of the Managing Board shall execute an instrument in recordable form (set out and attached hereto as Appendix A, Management Certificate) indicating his acceptance of designation as a member of the Managing Board and all trusts imposed hereby and thereby agreeing to be bound by the provisions of these By-Laws.

Section 5.     Term. Each member of the Managing Board shall hold office until his respective successor shall have been designated by the unit owner or owners entitled thereto, and such designee shall have accepted said office in accordance herewith.

Section 6.     Resignation. Any member of the Managing Board may resign at any time by an instrument in writing, signed by him, and delivered to the remaining members of the Managing Board, or, if there be none, to the Unit Owners.

Section 7.     Vacancies. Vacancies in the Managing Board caused by any reason, shall be filled by the unit owner entitled thereto as provided in Article II, Section 4, promptly after the occurrence of any such vacancy.

Section 8.     Organization Meeting. The first meeting of the members of the Managing Board shall be held immediately following the annual meeting of the unit owners, and no notice shall be necessary to the newly designated members of the Managing Board in order legally to constitute such meeting, provided a majority of the whole Managing Board shall be present thereat.

Section 9.     Regular Meeting. Regular meetings of the Managing Board may be held at such time and place as shall be determined from time to time by a majority of the members thereof. Notice of regular meetings of the Managing Board shall be given to each member thereof by mail or telegraph, at least five (5) business days prior to the day named for such meeting.

Section 10.    Special Meeting. Special meetings of the Managing Board may be called by the President upon two (2) business days notice to each member thereof, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Managing Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) members thereof.

Section 11. Waiver of Notice. Any member of the Managing Board may, at any time, waive notice in writing, of any meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Managing Board at any meeting thereof shall constitute a waiver of notice by him of the time and place and purpose thereof. If all the members of the Managing Board are present at any meeting thereof, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum of Managing Board. At all meetings of the Managing Board four (4) of the members, each from separate units, thereof shall constitute a quorum for the transaction of business, and the votes of four (4) members, each from separate units, of the Managing Board present at a meeting at which a quorum is present shall constitute the decision of the Managing Board.

Section 13. Fidelity Bonds. If required by majority vote of the unit owners, the Managing Board shall obtain adequate fidelity bonds for all officers and employees of the Condominium handling or responsible for Condominium funds and shall cause any managing agent or manager to obtain adequate fidelity bonds for persons handling or responsible for Condominium funds, The premiums on such bonds for officers and employees of the Condominium shall constitute a common expense.

Section 14. Compensation. No member of the Managing Board shall receive any compensation from the Association for acting as such.

Section 15. Liability of the Managing Board. The members of the Managing 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 Managing Board against all contractual liability to others arising out of contracts made by the Managing 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 Managing Board shall have no personal liability with respect to any contract made by them on behalf of the Association

and Condominium other than their respective liability as unit owners, if any, It is also intended that the liability of any unit owner arising out of any contract made by the Managing Board or out of the aforesaid indemnity in favor of the members of the Managing Board shall be limited to such proportion of the total liability thereunder as his interest in the common areas and facilities bears to all such interests. Every agreement made by the Managing Board or the managing agent, or by the manager on behalf of the Condominium shall provide that the members of the Managing Board or the managing agent, or the manager, as the case may be, are acting as agents for the unit owners and shall have no personal liability thereunder (except as unit owners) and that each unit owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common areas and facilities bears to all such interests.

Any instrument signed by a majority at any time of the members of the Managing Board as they appear of record and duly attested as the act of the Association may be relied on conclusively establishing that such instrument was the free act of the Association, and shall be binding upon the Association. No purchaser, mortgagee, lender or other person dealing with the Managing Board, as they appear of record, shall be bound to ascertain or inquire further as to the persons who are then members of the Managing Board nor be affected by any notice, implied or actual, relative thereto, other than a recorded certificate thereof, and such recorded certificate shall be conclusive evidence of the members of the Managing Board and of any changes therein.

### **ARTICLE III**

#### **Unit Owners**

Section 1.     Annual Meetings. The annual meeting of the unit owners shall be held on the second Tuesday in March of each succeeding year, on a call issued by the President. The date may be changed by agreement of a majority of unit owners. The unit owners may transact such business at such meetings as may properly come before them. If no annual meeting has been held in accordance with the foregoing provisions, a special meeting of the unit owners may be held in place thereof, and any action taken at such special meeting shall have the same force and effect as if taken at the annual meeting, and in such case, all references in these By-Laws to the annual meeting of the unit owners shall be deemed to refer to such special meeting.

Section 2.     Place of Meeting. Meetings of the unit owners shall be held at the Condominium or at such other suitable place in said Cambridge convenient to the unit owners as may be designated by the Managing 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 in writing by the owner or owners of any unit. 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. For purposes of this Section, a co-owner or joint owner shall be deemed an owner of a unit, and any one of such persons may act for all of such owners, subject to the provisions of Section 6 of these Articles.

Section 4.     Notice of Meetings. It shall be the duty of the Secretary to mail or deliver a notice of each annual or special meeting of the unit owners at least ten but not more than thirty 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 Condominium or at such other address as such unit owner shall have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notice of a meeting need not be given to a unit owner if a written waiver thereof, executed before or after the meeting by such unit owner or his duly authorized attorney, is filed with the records of the meeting, or if all members are present thereat.

Section 5.     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 minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Managing Board.
- (f) Reports of committees.
- (g) Election of inspectors of election (when so required).



- (h) Election of members of the Managing Board (when so required).
- (i) Unfinished business.
- (j) New business.

Section 6. Voting and Other Action by Unit Owners. All unit owners and persons duly acting as proxies for unit owners may be present at any meeting of the unit owners. A unit owner may attend and vote at a meeting via Zoom or other remote access method. The owner or owners of each unit shall be entitled at all meetings of unit owners to cast the vote attributed to such unit as provided in this Article III. If a unit is owned by two or more persons, any one of such persons may act for all of such owners unless one of such owners' objects, in which case the vote attributed to such unit shall not be counted for any purpose.

Except as provided in Article II, Section 4, for all purposes of these By-Laws, including every action on which there is a vote of the unit owners and every other occasion on which there is any other kind of action taken or approved by a designated percentage of the unit owners, the votes, approvals or consents of the unit owners, shall be weighted by attributing to each unit the same percentage as the respective unit owner's percentage interest in the common areas and facilities. As used in these By-Laws, any stated percentage of the unit owners shall mean the percentage in the aggregate of the undivided ownership of the common areas and facilities of the Condominium.

The unit owners shall transact the business of the Association at a duly called meeting, except that any action to be taken by the unit owners may be taken without a meeting if all unit owners entitled to vote on the matter consent to the action by a writing filed with the records of meetings of unit owners. Such consent shall be treated for all purposes as a vote at a meeting.

Section 7. Proxies and Fiduciaries. Any person designated by a unit owner or owners to as proxy on his or their behalf shall be entitled to act for the unit owner in all matters concerning the Association and the Condominium within the authority granted by the proxy and until the proxy expires or is revoked, including casting the vote attributed to the unit at any meeting of the unit owners. The designation of any proxy by a unit owner shall be made in

writing to the Secretary and shall be revokable at any time by written notice to the Secretary by the owner or owners so designating. A fiduciary shall be entitled to vote and take all actions pursuant to these By-Laws with respect to any unit owned in a fiduciary capacity.

Section 8. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of four (4) of the unit owners, each from separate units, shall constitute a quorum at all meetings of the unit owners.

Section 9. Majority Vote. The vote of more than fifty (50) percent in interest of the unit owners shall be a “majority vote of the unit owners” as used in these By-Laws and 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.

Section 10. Miscellaneous:

Minutes. Accurate (but not recorded and/or verbatim) minutes of all Unit Owner meetings shall be taken by a person designated by the Managers and shall be maintained by the Secretary, if one then is serving, or otherwise by the Managers, as part of the records of the Association.

Waiver of Notice of Meeting. Any Unit Owner may, at any time, waive notice of any meeting of Unit Owners in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance in person or remotely as described above, by a Unit Owner without objection to lack of notice at any such meeting shall constitute a waiver by such Unit Owner of notice of such meeting. If the Unit Owner(s) of the Units are present at any meeting of the Unit Owners, no notice shall be required of the attending Unit Owners, and any business may be transacted at such meeting of the Unit Owners.

Any meetings of unit owners, including meetings of the Board of Managers, may, in the case of Unit Owner meetings, and in the case of Board of Managers meetings, or both, may, by majority agreement, thereof, in consideration of potential adverse health effects of meeting in

person, and by any federal, state or local advisories, be conducted by telephonic, video, or other conferencing process. For any such telephonic meetings of the unit owners, the notice must state the conferencing process to be used and provide information explaining how unit owners may participate in the conference.

## ARTICLE IV

### Officers

Section 1.     Designation. The officers of the Association shall be the President, Treasurer and Secretary, all of whom shall be elected by and be members of the Managing Board.

Section 2.     Election of Officers. The officers of the Association shall be elected annually by the Managing Board at the organization meeting of each new Managing Board, and shall hold office at the pleasure of the Managing Board.

Section 3.     Removal of Officers. Upon the affirmative vote of a majority of the members of the Managing Board, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Managing Board, or at any special meeting 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 of the Managing Board. He shall have all of the general powers and duties which are incident to the office of president of a business corporation organized under Massachusetts law. The President shall have the power to appoint committee from among the unit owners from time to time as he may in his direction decide is appropriate to assist in the conduct of the affairs of the Condominium. If the President is unable to act at any time, the Managing Board shall appoint some other member of the Managing Board to act in the place of the President, on an interim basis.

Section 5.     Secretary. The Secretary shall keep the minutes of all meetings of the unit owners and of the Managing Board; he shall have charge of such books and papers as the Managing Board may direct; and he shall, in general, perform all the duties incident to the office of clerk or secretary of a business corporation organized under Massachusetts law.

Section 6.     Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial 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 Association in such depositories as may from time to time be designated by the Managing Board, and he shall, in general, perform all the duties incident to the office of treasurer of a business corporation organized under Massachusetts law.

Section 7.     Agreements, Contracts, Checks, etc. Except as otherwise authorized by the Managing Board, all agreements, contracts, leases, checks and other instruments of the Association may be executed by, and payment vouchers shall be approved by, any officer of the Association.

Section 8.     Compensation of Officers. No officer shall receive any compensation from the Association for acting as such.

**ARTICLE V**  
**Operation of the Condominium**

Section 1. Determination of Common Expenses and Fixing of Common Charges. The fiscal year of the Condominium shall be the calendar year. The Managing Board shall from time to time, and at least annually, prepare a budget for the Condominium, determine the estimated amount of the common charges payable by the unit owners to meet the common expenses of the Condominium, and assess such common charges among the unit owners according to their respective percentage interests in the common areas and facilities. The common expenses shall include, among other things, gas, electricity, water, and the cost of all insurance premiums on all policies of insurance to be or which have been obtained by the Managing Board pursuant to the provisions of Section 2 of this Article V. The common expenses shall also include such amounts as the Managing Board may deem proper for the operation and maintenance of the Condominium, 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 Managing Board shall advise all unit owners promptly in writing of the amount of common charges payable by each of them, respectively, as determined by the Managing Board, as aforesaid, and shall furnish copies of each budget on which such common charges are based, to all unit owners and, if requested, to their respective mortgagees.

Section 2. Casualty Insurance. The Managing Board shall obtain and maintain, to the extent obtainable and permitted by applicable law, fire with extended coverage insurance, insuring the Property, including, without limitation, common areas and facilities, all of the units with all fixtures, additions, alterations and improvements thereof, but not including any furniture, furnishings, household and personal property belonging to and owned by individual unit owners, in an amount at least equal to the full replacement value thereof (as determined by the Managing Board not less frequently than on the renewal of a policy) without deduction for depreciation, such insurance to name the Managing Board as insurance trustees for the benefit of all unit owners and their unit mortgagees, with loss payable to and adjusted by the Managing Board as insurance trustees in accordance with the provisions of these By-Laws.

Policies for such casualty insurance shall provide: (i) that the company waive any right of subrogation against the Managing Board, its agents and employees, unit owners, their respective employees, agents, tenants and guests; (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 Managing Board) when such act or neglect is not within the control of the Managing Board (or unit owners collectively), or by failure of the Managing Board (or unit owners collectively) to comply with any warranty or condition with regard to any portion of the premises over which the Managing Board (or unit owners collectively) have no control; (iii) that such policies may not be cancelled or substantially modified without at least twenty (20) 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 own units; and (v) that the company shall waive any right it may have under the policy to repair or restore damage should the unit owner select to terminate the Condominium because of such damage.

Certification of insurance, with proper mortgagee endorsements, when requested, shall be issued to the owners of each unit.

The Managing Board shall obtain periodically an independent appraisal of the full replacement value 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 effected pursuant to this Section, and the amount of such insurance shall in no event be less than the full replacement value as so determined.

Subject to the provisions of Section 4 of this Article, insurance proceeds received by the Managing Board shall be held in trust in an identified and segregated fund for the benefit of the unit owners and their unit mortgagees.

Each unit owner shall have the duty to promptly report to the Managing Board any improvements made by the unit owner to his unit so that the Managing Board may obtain

necessary additional insurance coverage as required by these By-Laws, and the unit owner shall pay the cost of the additional insurance, if any, resulting from said improvements. If, in the event of a casualty loss, the cost of repair and restoration of the Property exceeds the available insurance proceeds and such excess is the result of a lack of insurance coverage caused by the failure of a unit owner to notify the Managing Board of improvements made by him to his unit, as provided in the preceding sentence, the excess cost resulting from such failure shall be borne solely by the unit owner so failing to report the same. The extent to which the cost in excess of insurance proceeds is attributable to a unit owner failing to report improvements as aforesaid shall be determined by the Managing Board.

Section 3. Other Insurance. The Managing Board shall obtain and maintain, to the extent obtainable: (1) public liability insurance in such limits as the Managing Board may, from time to time, determine covering the Association, each member of the Managing Board, the managing agent, the manager and each unit owner with respect to liability arising out of ownership, maintenance or repair of those portions of the Property not reserved for exclusive use by the owner or owners of a single unit, such insurance to provide for cross claims by the co-insured; (ii) Workers Compensation Insurance; and (iii) such other insurance as the Managing Board may determine.

Section 3A. Unit Owners' Insurance. The Unit Owner of each Unit shall obtain and maintain, to the extent obtainable, insurance for his or her own benefit insuring his or her furniture, furnishings and other personal property located within his or her Unit or its appurtenances, and for such as is not covered by the Condominium master policies - particularly any deductible; provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Unit Owners shall in all events maintain liability insurance covering damage to the Property in such reasonable amounts as the Manager(s) may determine and, upon request, provide evidence thereof to the Managers (s). Unit Owners shall require tenants to carry insurance covering furniture, furnishings and personal property and possessions and liability insurance in such reasonable amounts as the Manager(s) may determine from time to time.

Section 4. Repair or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of the common areas and facilities of the Condominium as a result of fire or other casualty (unless the loss to the common areas and facilities exceeds ten (10) percent of the value of the Property prior to the casualty and seventy-five (75) percent or more of the unit owners do not agree to proceed with the repair or restoration as provided by the last paragraph of this Section) or in the event of damage to or destruction of any unit as a result of fire or other casualty, whether or not the common areas and facilities have been damaged or destroyed (unless the last paragraph of this Section is applicable), the Managing Board shall promptly adjust the loss, arrange for the prompt repair or restoration of the same and disburse the proceeds of all insurance policies in payment of all costs and expenses actually incurred in connection with such repair or restoration in appropriate progress payments and with appropriate retainage. All insurance proceeds paid to the Managing Board as Trustees on account of any casualty shall be dedicated solely to the repair or restoration of the loss, and any application of said proceeds by the Managing Board on account thereof, shall be prior to the installation of such proceeds for any other purposes.

In the event that the total cost of repair or restoration as estimated on the basis of an independent appraisal, or as determined during the course of repair or restoration exceeds the total sum available insurance proceeds, the Board shall, subject to the provisions of the last paragraph of Article V, Section 2, assess, levy or charge all unit owners, as a common expense, for the amount estimated to repair or restore the Property in excess of the insurance proceeds available therefor.

The Managing Board may perform emergency work essential to the preservation and safety of the Property or the safety of persons, or required to avoid the suspension of any essential service to the property without having first adjusted the loss or obtained proceeds of insurance.



If there shall have been a repair or restoration pursuant to the foregoing and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds, if any, shall be added to the Condominium's reserve fund or, at the option of the Managing Board, divided among the unit owners in proportion to their respective interests in the common areas and facilities.

If a loss to the common areas and facilities due to a casualty exceeds ten (10) percent of the value of the Property and if within one-hundred twenty (120) days of the date of such loss, seventy-five (75) percent or more of the unit owners do not agree to proceed with repair or restoration, a unit owner's proportionate share of the insurance proceeds (determined by his percentage interest in the common areas and facilities) shall, to the extent permitted by law, be paid first to the holder of the first mortgage of such unit, if any, up to, but not in excess of, the amount secured thereby, and the Property shall be subject to partition and not proceeds of a partition sale together with common funds of the Association and Condominium (adjusted for insurance proceeds paid or payable to mortgagees as aforesaid) shall be divided all as provided by law, distribution thereof to be made first to the holders of the first mortgages on units, if any, to the extent of the amount respectively secured thereby.

Section 5 Determination Of Common Expenses and Fixing Of Common Charges. The phrase "Common Expenses" shall be interchangeable with "Common Charges". The Managers shall prepare a budget for the Condominium by establishing the Common Expenses expected to be incurred during the ensuing fiscal year together with a reasonable provision for contingencies and reserves as referred to above, and after taking into account any undistributed common profits from prior years (reserves excepted), shall determine the assessment to be made for such fiscal year (herein referred to as "Common Charges" or "Common Expenses") The Common Expenses shall include, but in no way be limited to, all such amounts as the Manager(s) may deem proper for the operation and maintenance of the Condominium, including, without limitation, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained pursuant to the provisions of this Declaration, an amount for a capital expense reserve, and an amount to make up for 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 of Managers, on behalf of all Unit Owners, pursuant to the terms of these Bylaws, of any Unit which is to be sold at foreclosure or other judicial sale, or otherwise. The Managers shall promptly render statements to the Unit Owners for their respective shares of such assessment, according to their percentages of Beneficial Interest, and the amount shown on such statement shall, unless otherwise provided therein, be due and payable within thirty (30) days after the same is rendered. In the event an annual assessment is not made as above required, an assessment shall be presumed to have been made in the amount of the last prior assessment. In the event that the Managers shall determine at any time during any fiscal year that the assessment so made is less than the Common Expenses actually incurred, or in the reasonable opinion of the Managers, likely to be incurred, or in the event that the Managers shall determine that it is advisable to establish a larger reserve or other fund for projected capital or other expenditures or otherwise, the Managers may make one or more temporary fee increase and/or supplemental assessments and render such statements as they may deem necessary therefor in the manner aforesaid, and the amount shown in such statement shall be payable and take effect as aforesaid. The Managers shall expend common funds only for Common Expenses and other purposes permitted hereby and by the provisions of Chapter 183A

Section 5(A) Association Funds and Accounts: The Managers shall establish and maintain as hereinafter provided the following separate and segregated funds to be used for the purposes hereinafter specified:

Operating Expense Account to cover day to day repair, maintenance and operation expenses.

Capital Expense Reserve Account. In addition to the above referenced Operating Expense Account, the Managers shall set aside from the regular monthly payments of Common Charges an amount to be adequate and appropriate to provide a reserve for the periodic repair and/or replacement of the Common Elements and other capital purposes and may, to the extent consistent with these purposes, use the funds so set aside for the reduction of indebtedness or other lawful capital purpose, or subject to the provisions of these By-Laws and the provisions of Chapter 183A, Section 17 and/or 18, for the repair, replacement, rebuilding, restoration or

improvement of the Common Elements. Such reserves shall be maintained in a separate and segregated account to be known as the Capital Expense Reserve Account and the funds so set aside shall not be deemed common profits available for distribution; but, rather, shall be considered as property of the Association held for the account of the Unit Owners in accordance with their respective Beneficial Interests.

Section 5B. Payment of Common Charges. All unit owners shall be obligated to pay the common charges assessed by the Managing Board pursuant to the provisions of these By-Laws, ***Master Deed and attached Exhibit B***, at such time or times as the Managing 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 of such unit. In addition, any unit owner may, subject to acceptance by the Managing Board, provided that his unit is free and clear of liens and encumbrances other than a first mortgage and the statutory lien for unpaid common charges, convey his unit, together with its interest in the common areas and facilities, to the Association, or its nominee, corporate or otherwise, and shall be exempt from common charges thereafter assessed.

A purchaser of a Unit shall not be personally liable for the payment of Common Expenses assessed and unpaid against such Unit prior to the acquisition by him of such Unit unless such purchaser has agreed to assume such obligation. This provision shall not, however, affect the statutory lien on such Unit for such unpaid Common Expenses. Except as provided in M.G.L. c. 183A, s. 6, a purchaser of a Unit at a foreclosure sale of such Unit by a first mortgagee or any first mortgagee who comes into possession of the Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims and/or liens for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit.

Section 6. Collection of Assessments. The Managing 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 charges due from any unit owner which remains unpaid for more than 30 days from the date due for payment thereof. The Managers shall, so far as reasonably possible, provide for payment of the annual assessment of Common Expenses in advance in monthly substantially equal, installments, which shall be due upon the first day of each month, or such other periodic payment as the Managers may determine. The amount of each such statement, together with late charges and administrative charges as may be reasonably imposed by the Managers, reasonable attorneys' fees, fines and interest on the assessment at the rate of one and one-half percent (1 1/2%) per month, if that amount is not paid when due, shall constitute a lien on the Unit of the Unit Owner assessed and the personal obligation of the Unit Owner, all pursuant to provisions of Chapter 183A, Section 6. The Managers shall take prompt action to collect any Common Expenses due from any Unit Owner which remains unpaid. The Managers may, also, prohibit the delinquent Unit Owner, or persons occupying his or her Unit, from using any of the amenities of the Condominium, if any, not necessary to the use of the Unit. To the extent a Unit Owner may be persistently delinquent in the timely payment of common expenses due, as the Managers in their sole discretion may determine, the Managers may require such Unit Owner to pay the Common Expenses due in one lump sum as opposed to periodically as herein provided for.

Section 7. Default in Payment of Common Charges/Expenses. In the event of default by any Unit Owner in paying to the Association the Common Expenses attributable to his Unit (the "Common Charge"), such Unit Owner shall be obligated to pay all expenses, including attorneys' fees, administrative charges, fines, late charges, and interest incurred by the Managers in any proceeding brought to collect such unpaid Common Expenses, irrespective of the amount so unpaid. The Manager(s) shall have the right and duty to attempt to recover such unpaid Common Expenses, irrespective of the amount so unpaid, together with late charges, interest thereon, fines and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit, or in any proceeding wherein the Unit Owner seeks to avoid payment of the common expenses due, all such constituting a lien as provided in Section 6 of Chapter 183A. In furtherance hereof, a defaulting Unit Owner hereby waives any argument upon such a proceeding that the expenses thereof, including attorney's fees, are unreasonable and/or excessive when considered in the light

of the amount so unpaid. A Unit Owner shall, upon any action brought by the Managers to collect unpaid Common Expenses, have no right to make any claims or defense of off set upon any basis.

In such event as the Unit which Common Expenses are in arrears is leased, rented or let, and upon compliance by the Managers with the applicable provisions of M.G.L. c. 183A, s. 6, the Managers shall be entitled to require the lessee or tenant to pay the rent due therefore directly to the Managers until such time as the arrearage, late fees, interest, costs and expenses are fully paid and, upon a failure thereof, to an order of a Court of competent jurisdiction so requiring. This right shall be in addition to any other remedy herein or by law provided.

After an action is commenced by the Managers to foreclose a lien on a Unit because of unpaid Common Expenses, a Unit Owner remaining in his Unit for any period thereafter shall be required to pay a reasonable fee for the use and occupancy of his Unit and a receiver may be appointed to collect same.

The Managers acting on behalf of all Unit Owners, shall have power to purchase a Unit at the lien foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the votes appurtenant thereto), convey or otherwise deal with the same.

A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same and may be brought simultaneously with an action to so establish and foreclose upon said lien.

Pursuant to the applicable provisions of M.G.L. c. 183A, s. 6, and/or upon the written request of the holder of any mortgage upon a Unit, the Managers shall notify such holder of any default by a Unit Owner in the payment of his share of the Common Expenses

Section 8. Statement of Common Charges. The Managing 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 in form suitable for recording and the same when recorded in the Middlesex County South District Registry of Deeds shall operate to discharge the unit from any lien for any other sums then unpaid. Upon request of a Unit Owner or his designee, the Managers shall, within ten (10) days, provide a certificate in conformity with M.G.L. c. 183A, s. 6(d), specifying the amount, if any, of any unpaid Common Charges assessed to the Unit Owner and/or attributable to the Unit. The Managers may in their discretion impose a reasonable fee for the provision of such statement. Such Certificate need only be signed by any one Manager of the Initial Board; provided, however, that after both Units have been conveyed by the Declarant, the Managers appointed by both Units shall sign 6(d) certificates. The Managers, by an instrument recorded at said Registry, may delegate the authority to sign 6(d)'s to a third party including a managing agent or employees or principals of a managing agent. The Certificate shall be in the form or substantially similar to the Certificate attached hereto and incorporated herein as Appendix B ("6D form".)

Section 9. Abatement and Enjoining of Violation by Unit Owners. The violation of any rule or regulation adopted by the Managing Board or the breach of any of these By-Laws contained herein, or the breach of any provisions of the Master Deed shall give the Managing Board the right, in addition to any other rights set forth in these By-Laws to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 10. Maintenance and Repair. All maintenance of and repair to any unit, ordinary or extraordinary (other than maintenance of and repairs to any common areas and facilities contained therein, not necessitated by the negligence or misuse of the owner of such unit) shall be made by the owner of such unit. Each unit owner shall be responsible for all damages to any and all other units and/or to the common areas and facilities, that his failure so to maintain and repair may engender, or which shall be rendered necessary by the negligence or carelessness of the unit owner, or any of his family, quest, licensees or employees. All maintenance, repairs and replacements to the common areas and facilities, whether located inside or outside of the units, (unless necessitated by the negligence or misuse of a unit owner, in which case such expense

shall be charged to such unit owner), shall be made by the Managing Board and be charged to all the unit owners as a common expense. Without limiting the generality of the foregoing the Managing Board shall keep in good repair the foundations, sidewalks, walls, roof, outside painting, supports, beams, gutters, fences, cellars, porches, chimneys, fire escapes, front entrances and street doorways, main halls, main stairways, furnace and all mains, and pipes for carrying water, gas or steam through the building and the main chain pipe, and electric conduits, together with all plumbing and other apparatus intended for general services in said building. The Managing Board will maintain and manage the building as a first class residential building, will keep the sidewalks about the building clean and free from ice and snow, will keep the roofs and all common halls and stairways clean and free from obstructions and properly lighted and heated, and will provide all units with a sufficient supply of cold and hot water, and also heat during the usual heating season. Nothing herein contained shall affect the legal liability of one unit owner to another or the association to a unit owner arising from any action or omission of a unit owner or the association and the agents, servants, or guests or either.

Section 11. Restrictions on Use of Units. In order to provide for congenial occupancy of the Property and for the protection of the value of the units, the use of the Property shall be restricted to and shall be in accordance with the following provisions, in addition to restrictions set forth in the Master Deed:

- (a) The common areas and facilities shall be used only for the furnishing of the services and facilities for which they are reasonably suited and for which are incident to the use and occupancy of units. There is adjacent to each unit a deck open on the exterior side and accessible only from such unit and there shall be appurtenant to each unit the exclusive right to use the deck adjacent thereto and accessible therefrom for residential purposes subject to the restrictions contained in Sections 13 and 14 hereof and rules and regulations promulgated pursuant hereto.
- (b) No nuisances shall be allowed in the Condominium nor shall any use or practice be allowed which is a source or annoyance to its residents or which interferes with the peaceful possession or proper use of the

Property by its residents.

- (c) No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning laws and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of law, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be corrected, by and at the sole expense of the unit owners or the Association, whichever shall have the obligation to maintain or repair such portions of the Property.

Section 12. Additions, Alterations or Improvements by Managing Board.

- (a) If fifty (50) percent or more but less than seventy-five (75) percent of the unit owners agree to make an improvement to the common areas and facilities, the cost of such improvement shall be borne solely by the owners so agreeing.
- (b) Seventy-five (75) percent or more of the unit owners may agree to make an improvement to the common areas and facilities and assess the cost thereof to all unit owners as a common expense, but if such improvement shall cost in excess of ten (10) percent of the then value of the Condominium, any unit owner not so agreeing may apply to the superior court of the county in which the property is locate, on such notice to the organization of unit owners as the court shall direct, for an order directing the purchase of his unit by the organization of unit owners at fair market value thereof as approved by the court. The cost of any such purchase shall be a common expense.

Section 13. Additions, Alterations or Improvements by Unit Owners. No unit owner shall make any addition, alteration or improvement of a structural nature in or to his unit, and no unit owner shall make any exterior alteration or addition (including painting, awnings, grills, and the like), without in each instance the prior written consent thereto of the Managing Board, such consent not to be unreasonably withheld or delayed. All plans and specifications must be approved by the Managing Board, and the work shall be performed strictly in accordance therewith. No work shall be commenced unless such work complies with all applicable statutes,



regulations, and ordinances, and all require permits have been obtained. The Managing Board shall not incur any liability on the part of the Managing Board to any contractor, sub-contractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to a person or damage to property arising therefrom.

Section 14. Use of Common Areas and Facilities. A unit owner shall not place or cause to be placed in the stairways, elevators or other common areas or facilities, other than the areas designated as storage areas, any furniture, packages, or objects of any kind. The entry passages, stairways, corridors, and halls shall be used for no purpose other than for normal transit through them.

Section 15. Right of Access. The organization of unit owners, its agent or agents shall have access to each unit from time to time during reasonable hours for the maintenance, repair or replacement of any of the common areas and facilities therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the common areas and facilities or to another unit or units.

Section 16. Exclusive Use of Common Areas. The Managing Board may grant to unit owners the exclusive right to use storage areas within the common areas and facilities of the Condominium, all in accordance with the rules and regulations referred to in Section 17 of this Article V.

Section 17. Rules and Regulations. Rules and regulations concerning the use of units and the common areas and facilities may be promulgated and amended by the Managing Board. Copies of such rules and regulations shall be furnished by the Managing Board to each unit owner prior to the time when the same shall become effective. Such Rules and Regulations are attached hereto and incorporated herein as Exhibit C “Rules and Regulations”) together with Attachment 1 (“Insurance Procedures”), Attachment 2 (“Owner Information Form”) and Attachment 3 (“Upland Condo Association Information/House Rules”), all of which if subsequently applicable and needed may be amended by majority vote of the Unit Owners, each from separate units, and the Board of Managers, may, but not be required to, record them in the

Registry of Deeds. Such Rules are Regulations are recorded here with the Amended and Restated Master Deed and Bylaws for convenience purposes.

## **ARTICLE VI**

### **Mortgages, Etc.**

Section 1. Notice of Unpaid Common Charges. The Managing Board, whenever so requested in writing by a mortgagee of a unit shall promptly report any then unpaid common charges due from, or and other default by the owner of the mortgaged unit.

Section 2. Examination of Books. Each unit owner and each mortgagee of a unit shall be permitted to examine the books of account of the association at reasonable times and intervals.

Section 3. Assignment by Unit Owner of Rights and Options. The right of any unit owner to vote, to grant or withhold any consent, and to exercise any other right or option herein granted to a unit owner, may be assigned or transferred in writing to or restricted in favor of any mortgagee of a mortgage covering that owner's unit, and the Managing Board shall be bound by any such assignment or transfer upon notice in writing to the Managing Board by said mortgagee setting forth the terms of such assignment.

## **ARTICLE VII**

### **Sales and Leases of Units**

Section 1. No Severance of Ownership. No unit shall execute any deed, mortgage or other instrument conveying or mortgaging title to his unit without including its interests in the common areas and facilities, it being the intention hereof to prevent any severance or attempted severance of such combined ownership. For the purpose of this Section 1 "common areas and facilities" shall be deemed to include (1) the unit owner's undivided interest in the common areas

and facilities appurtenant to such unit; (ii) the interest of such unit owner in any units therefore acquired by the Association, or its nominee, on behalf of all unit owners, or the proceeds of the sale or least thereof, if any; and (iii) the interest of such unit owner in any other assets of the Condominium of Association. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, 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 common areas and facilities 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.

Section 2. Purchase of Unit by Managing Board. The Association, or its nominee, may purchase by and through the Managing Board any unit directly from the unit owner (whether pursuant to the right of first refusal set forth herein) or at a foreclosure sale; provided, however, that any such purchase by the Association shall have the prior approval of all of the remaining unit owners.

Section 3. Financing of Purchase of Units of Managing Board. Acquisition of units by the Managing Board, or its nominee, on behalf of all unit owners, may be made from the working capital and common charges in the hands of the Managing Board, or if such funds are insufficient, the Managing Board may levy an assessment against each unit owner in proportion to his ownership in common areas and facilities as a common charge, the payment and collection of such assessment shall be governed by Sections 5, 6, and 7 of Article V, or the Managing Board, in its discretion, may borrow money to finance the acquisition of such units, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the unit, together with its interest in the common areas and facilities, so to be acquired by the Managing Board.

Section 4. Sales, Gifts and Devise of Units. Any unit owner shall be free to convey or transfer his apartment unit by gift, or to devise his apartment by will, or to pass the same by intestacy, without restriction.

Section 5. Waiver of Right of Partition with Respect to such Units Acquired by the Managing Board. In the event that a unit shall be acquired by the Managing Board, or its nominee, on behalf of all unit owners, all such unit owners shall be deemed to have waived all rights of partition.

Section 6. Mortgages of Units. No unit owner shall mortgage his unit except by a first mortgage made to a bank, trust company, insurance company, federal savings and loan association, pension fund or other institutional lender, or by a purchase money mortgage which is a first mortgage lien on the unit.

## **ARTICLE VIII**

### **Condemnation**

Section 1. Condemnation. In the event of a taking in condemnation or by eminent domain of part or all of the common areas and facilities, the award made for such taking shall be payable to the Managing Board. If seventy-five percent (75%) or more of the unit owners duly and promptly approve the repair and restoration of such common areas and facilities, the Managing Board shall arrange for the repair and restoration of such common areas and facilities, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments, provided, however, that no consent of a unit owner of a unit encumbered by a first mortgage shall be deemed effective for the foregoing purpose without the written consent of the holder of such mortgage. In the event that such approvals and consents are not obtained within ninety (90) days, then the Managing Board shall, to the extent permitted by law, disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 4 of Article V of these By-Laws.

## **ARTICLE IX**

### **Records**

Section 1. Records and Audits. The Managing Board shall keep or cause to be kept detailed records of the actions of the Managing Board, minutes of the meetings of the Managing Board, minutes of the meetings of unit owners, and financial records and books of account of the Association, including a chronological listing of receipts and expenditures, as well as a separate account for each unit which, among other things, shall contain the amount of each assessment of common charges against such apartment unit, the date when due, the amount paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Managing Board to all unit owners written thirty (30) days after the close of each fiscal year of the Association.

**ARTICLE X**  
**Miscellaneous**

Section 1. Notices. All notices hereunder shall be sent by registered or certified mail return receipt requested to the Managing Board, to the office of the Managing Board or to such other address as the Managing Board may hereafter designate from time to time, by notice in writing to all unit owners. All notices to any unit owner shall be delivered in hand and shall be sent by registered or certified mail return receipt requested to the Condominium or to such other address as may have been designated by the unit owner from time to time, in writing, to the Managing Board. All notices shall be deemed to have been given when so 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 provision thereof.

Section 4. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine or neuter gender and the use of the singular shall be deemed to include the plural, whenever the context or circumstances so require.

Section 5. Waiver. No restrictions, condition, obligation or provisions contained in these By-Laws shall be deemed to have been abrogated or waived by reason or any failure to enforce same, irrespective of the number of violations or breaches thereof which may occur.

Section 6. Chapter 183A. All reference in these By-Laws to Chapter 183A of the General Laws of the Commonwealth of Massachusetts shall be to said Chapter as amended to the date of recording of the Master Deed creating the Condominium.

## **ARTICLE XI**

### **Amendments to By-Laws**

Section 1. Amendments to By-Laws. These By-Laws may be modified or amended by majority vote of the unit owners, each from separate units, provided, however, that Sections 2, 3, 4, and 11 of Article V, Article VI, Article VIII and this Article XI may be modified or amended only by vote of seventy-five percent (75%) or more of the unit owners.

## **ARTICLE XII**

Section 1. Conflicts. These By-Laws are intended to comply with the provisions of said Chapter 183A of the General Laws of the Commonwealth of Massachusetts and said Master Deed, as it may be amended. In case of any of these By-Laws conflict with the provisions of said Chapter or of Master Deed, the provisions of said statute or of the Master Deed, as the case may be, shall control.

The undersigned being named as the current the nine (9) members of the Managing Board of 188 Upland Road Condominium Association, being the managing board of the organization of unit owners of 188 Upland Road Condominium, hereby accept appointment to said Managing Board and all trusts imposed thereby and agree for themselves and for their successors as members of the Managing Board to be bound by and act in accordance with the foregoing By-Laws to be recorded with the Master Deed of 188 Upland Road Condominium, and any duly enacted amendments thereof.

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Li-li Ch'en, by her Conservator,  
David Chang – Unit 1

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Richard A. Montgomery - Unit 2

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Joanna M. Revelas - Unit 2

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Alice Hinterman by her Attorney in fact,  
John Piret – Unit 3

---

Ke Zheng - Unit 4

---

Stuart Rosner – Unit 5

---

Lisa Ziegler – Unit 5

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Tali Averbuch – Unit 6

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Brian E. Schilmoeller – Unit 6

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss

In \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, 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 voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

My Commission Expires:



STATE OF \_\_\_\_\_  
County, \_\_\_\_\_

In \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, 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 voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires: