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**THE VILLAGE AT BEDFORD WOODS
AMENDMENT TO BY-LAWS
(Book 48312, Page 324)**

Reference is hereby made to the Master Deed of The Village at Bedford Woods Condominium (the "Condominium"), dated September 21, 2006, and recorded with the Middlesex South Registry of Deeds in Book 48312, Page 296, and to the By-Laws of the Condominium (the "By-Laws") dated September 21, 2006 and recorded with the said Registry in Book 48312, Page 340.

WHEREAS, Paragraph 32D (iii)(i) of the By-Laws authorizes the Board of Trustees to amend the By-Laws, as to any provisions which "establish, provide for, govern or regulate . . . hazard or fidelity insurance requirements";

WHEREAS, Paragraph 32D (iii) of the By-Laws requires "the consent of the owners of Units to which at least sixty-seven (67%) percent of the votes in the Trust are allocated, and at least fifty-one (51%) percent of the Eligible Mortgage Holders . . .";

WHEREAS, Paragraph 32(A)(iii) of the By-Laws defines "Eligible Mortgage Holder" as "a holder of a first mortgage on a Unit who has requested notice of certain matters from this Trust as set forth in these By-Laws";

WHEREAS, no such holders of first mortgages have requested such notice;

WHEREAS, Paragraph 7B(i) of the Declaration of Trust provides that "[a] majority of the Trustees, with the consent in writing of sixty-seven (67%) percent in interest of Unit Owners, may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent . . .";

WHEREAS, a majority of the Trustees and sixty-seven (67%) percent in interest of all Unit Owners have approved the Amendment;

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48312-324-Trust

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NOW THEREFORE:

Paragraph 3 of the By-Laws is deleted in full, and is replaced as follows:

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

A. Casualty Insurance. The Trustees shall obtain and maintain, to the extent reasonably obtainable and permitted by applicable law, so-called master policies of casualty insurance providing fire-with-extended coverage and so-called all risk coverage insurance, insuring the Condominium, including, without limitation, the Common Elements, all of the Units, to the extent available, with all fixtures, additions, alterations and improvements thereof, all heating and cooling equipment and other service machinery, apparatus, equipment and installations contained in the Common Elements, and also all such portions normally deemed to constitute part of the buildings and customarily covered by such insurance, but not including any furniture, furnishings, or household and personal property belonging to and owned by individual Unit Owners or Tenants, in an amount equal to not less than one hundred (100%) percent of the full replacement value thereof (as that term, is used for insurance purposes), exclusive of foundations, land and other items normally excluded therefrom without deduction for depreciation, but subject to such reasonable deductible as the Trustees may determine from time to time but no greater than Twenty Thousand (\$20,000.00) Dollars, and which shall include, if available at a reasonable cost, so-called Agreed Amount, Inflation Guard, Construction Code and Replacement Cost Endorsements. In determining full replacement value, the Trustees may reasonably rely upon the advice of the insurer or their agent. The name of the insured under such policy shall be stated in form, substance and effect similar to the following: "Trustees of The Village at Bedford Woods Condominium Trust for use and benefit of the Unit Owners of The Village at Bedford Woods Condominium and their mortgagees as their interests

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may appear". Such insurance shall contain the standard mortgagee clause and shall name the Trustees as Insurance Trustees for the use and benefit of all Unit Owners of The Village at Bedford Woods Condominium and their mortgagees as their interest may appear, with losses payable to and adjusted by the Trustees as Insurance Trustees in accordance with the provisions of this Declaration of Trust, including, without limitation, these By-Laws. The Trustees may insure against such other hazards or risks of casualty as the Trustees from time to time in their discretion shall determine to be appropriate, including, but not limited to, vandalism, malicious mischief, windstorm and water damage, earthquake, flood and machinery explosion or damage.

B. Liability Insurance. The Trustees shall obtain and maintain, to the extent obtainable and/or applicable, master policies of insurance with respect to the Common Elements for the benefit and protection of the Condominium Trust and all Unit Owners for: (i) comprehensive public or general liability insurance in such limits and with such coverages as the Trustees may, from time to time, determine but in no case less than an each occurrence limit of not less than one million (\$1,000,000.00) dollars and a general aggregate limit of not less than two million (\$2,000,000) dollars for personal injury, death and property damage, covering the Condominium Trust, the Trustees, the managing agent, if any, and each Unit Owner with respect to liability arising out of Ownership, maintenance or repair of the Common Elements of the Condominium, such insurance providing for cross claims by the co-insureds, and containing a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Condominium Trust, the Trustees or other Unit Owners, and other provisions commonly referred to as a "Special Condominium Endorsement" or its equivalent; (ii) workmen's compensation and employee's liability insurance; (iii) if applicable, boiler and machinery insurance in such limits as the Trustees may, from time to time, determine but in no case less than \$2,000,000 or the insurable value of the building(s)

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housing the boiler or machinery, whichever is less; and (iv) such other liability insurance as the Trustees may from time to time deem appropriate and desirable.

C. Fidelity Coverage. The Trustees may, in their discretion, obtain fidelity coverage against dishonest acts on the part of the Trustees, the managing agent, if any, employees or volunteers responsible for handling funds belonging to the Trust or administered by the Trustees. This fidelity insurance shall name The Village at Bedford Woods Condominium Trust as the named insured and shall be written in an amount equal to the maximum amount that will be in the custody of the Condominium Trust at any one time, but in no event less than three months Common Expenses plus all reserves, or one and one-half times the insured's estimated annual operating expenses and reserves, whichever is greater. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

D. Directors And Officers Liability Insurance. The Trustees shall obtain Directors and Officers Liability Insurance in such amounts and upon such terms as they deem appropriate.

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

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F. Unit Owners' Insurance. Unit Owners shall carry insurance (e.g., in the form of a so-called HO-6 policy or equivalent coverage) for their own benefit and at their own cost and expense insuring their furniture, furnishings, carpeting and rugs and other personal property located within their respective Units or its appurtenances, and for such as is not covered by the Condominium master policies - particularly any deductible; provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Trustees shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner, or if so affected, it shall be deemed that the Unit Owners' insurance coverage has been assigned to the Trust to the extent of such effect. To the extent that there are insufficient insurance proceeds available, the Unit Owners and not the Condominium Trust shall bear the cost or expense of repair or replacement of damages to or within the Unit. Unit Owners shall in all events maintain liability insurance covering damage to the Property in such reasonable amounts as the Trustees may determine and, upon request, provide evidence thereof to the Trustees. The maintenance by each Unit Owner of such insurance coverage is intended, in material part, for coverage of losses when loss payments under the Master Policy, after the deductible is accounted for, are insufficient to fully pay for repair or replacement resulting from damages to or within a Unit. The Board of Trustees, by Rule and Regulation, may set minimum standards as to the issuance of such policies, including, without limitation, as to the rating of the companies issuing such policies.

G. Terms And Conditions Of Policies. Policies for casualty insurance, and to the extent applicable, such other policies of insurance, shall provide: (i) that the insurance company waive any right of subrogation against the Trustees, their agents and employees, and the Unit Owners, their respective employees, agents, tenants and guests to the extent they are not specifically obligated hereunder; (ii) that the insurance shall not be prejudiced by any act or

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neglect of any Unit Owners or occupants or any other person or firm (including employees and agents of the Trustees) when such act or neglect is not within the control of the Trustees (or Unit Owners collectively) or by failure of the Trustees (or Unit Owners collectively) to comply with any warranty or condition with regard to any portion of the premises over which the Trustees (or Unit Owners collectively) have no control; (iii) that such policies may not be canceled or substantially modified without at least twenty (20) days' prior written notice to the Trust, all Unit Owners and mortgagees of Units to whom or which certificates of insurance have been issued; (iv) that recovery thereunder shall not be affected on account of the availability of proceeds under any policies obtained by individual Unit Owners covering their Units; and (v) if obtainable, that the company shall waive any right it may have under the policy to repair or restore damage should the Unit Owners elect to terminate the Condominium because of such damage.

Such insurance policies may provide for a reasonable deductible from the coverage thereof as determined by the Trustees in their reasonable discretion. In the event of any loss which relates in part to insurable portions of a Unit, or Units, and/or in part to the Common Elements, the Trustees shall first apply the proceeds of the policy to the repair or replacement of the damaged Common Elements, without deduction for the deductible, and thereafter apportion the deductible amount directly proportional to the amount of such loss related to such Unit, or Units, and the deductible amount shall be borne by the Unit Owner(s) according to such apportionment. Where such loss is solely to the Common Elements, in the event of insufficient insurance proceeds under the master policy(ies) of insurance to complete the repairs or replacement, such additional funds as are necessary for such completion, if not later supplied by the insurer under the master policy(ies), shall be borne by the Condominium as a Common Expense.

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

I. Trustees As Insurance Trustees: The Trustees (i) shall have exclusive authority to negotiate all losses as herein provided for, (ii) shall collect and receive all loss insurance proceeds, and (iii) shall hold, use, apply and disburse the same in accordance with the applicable provisions of this Declaration of Trust, including these By-Laws, for the benefit of the Unit Owners and their respective mortgagees. Each Unit Owner, by accepting delivery of his unit deed, appoints the Trustees as Insurance Trustees, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including, without limitation: the collection, receipt, application, disbursement and/or disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose.

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With respect to losses which affect portions or elements covered by such insurance of more than one Unit and/or the Common Elements to different extents, the proceeds relating thereto shall be used, applied and disbursed by the Trustees, first for the complete repair and/or replacement of the Common Elements and, thereafter, equally for, to, between or among the Unit Owner(s) of the Unit or Units which has or have suffered a casualty loss as a result of the insured occurrence, it being expected that each such Unit Owner's personal insurance policy will cover the balance of the loss to the extent of each such policy's deductible. Each Unit Owner of a Unit shall bear the cost or expense of the loss to his or her Unit to the extent that said insurance funds are insufficient therefor, whether or nor such Unit Owner maintains his or her own insurance coverage on the Unit.

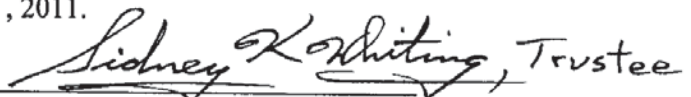
J. Notification Of Mortgagees. The Trustees, on behalf of the Condominium Trust, shall, when requested by mortgagees of Units, give written notice to such mortgagees of such loss to the Common Elements, or to the Unit mortgaged, as the mortgagee requests.

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

L. Cancellation of Insurance To the extent available, all policies of insurance purchased by this Association shall not be cancellable except on at least thirty (30) days notice.

Witness our hands and seals this 28th day of Sept, 2011.

A MAJORITY OF THE BOARD
OF TRUSTEES OF THE VILLAGE


(Member of the Board Sidney K. Whiting, Trustee

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AT BEDFORD WOODS
CONDOMINIUM TRUST
AND NOT INDIVIDUALLY

(MS Max Shurgalin, Trustee
(Member of the Board Max Shurgalin, Trustee

The mailing address for the
Condominium is:

(M.G. Friedman, Trustee
(Member of the Board M.G. Friedman, Trustee

Board of Trustees
The Village at Bedford Woods
c/o Continuing Care Management
5 Lyman Street
Westborough, MA 01581

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 28 day of September, 2011, before me, the undersigned notary public,
personally appeared Sidney Whiting, M.G. Friedman and
Max Shurgalin, proved
to me through satisfactory evidence of identification, being (check whichever applies):
driver's license or other state or federal governmental document bearing a photographic
image, oath or affirmation of a credible witness known to me who knows the above
signatory, or my own personal knowledge of the identity of the signatory, to be the
person whose name is signed above, and acknowledged the foregoing to be signed by
him/her/them voluntarily for its stated purpose, as Trustees of the Village at Bedford
Woods Condominium Trust.



Teresa C. Pollman

Notary Public

Print Notary Public's Name Teresa C. Pollman

My Commission Expires 10/6/17

Qualified in the Commonwealth of Massachusetts



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