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Bk: 10254Pg: 289 Page: 1 of 3

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**RANDOLPH PLACE CONDOMINIUM TRUST  
AMENDMENTS TO THE DECLARATION OF TRUST AND BY-LAWS**

Reference is hereby made to that certain Declaration of Trust and By-Laws creating the Randolph Place Condominium Trust dated February 5, 1987, recorded with the Hampshire County Registry of Deeds, Book 2911, Page 17 and thereafter amended on April 27, 2001 at Book 06185 Page 155, and May 14, 2009 at Book 0908 Page 219, which Declaration of Trust established the organization of Unit Owners at Randolph Place Condominium Trust pursuant to the provisions of Massachusetts General Laws, Chapter 183A, and the provisions of the Master Deed creating Randolph Place Condominium, dated February 5, 1987, recorded with the Hampshire County Registry of Deeds, Book 2911, Page 1, as may be amended.

The Trustees hereby certify that the Amendments to the Declaration of Trust and By-Laws were approved by a vote of unit owners having more than 51 percent of the beneficial interest.

**The Declaration of Trust Article V Trustees, Section 1 through Section 5** shall be deleted and substituted in their places the following:

1. There shall be a Board of Trustees hereunder consisting of not more than five (5) members nor less than two (2) members, which shall be elected by the Unit Owners at the annual meeting, or any meeting where a quorum is present.

Any Trustee may be removed from office with cause by an affirmative vote of a majority of the Unit Owners. Such removal shall become effective upon the recording of such fact signed by the remaining trustees which certificate the said remaining Trustees shall forthwith prepare, sign, and cause to be recorded.

Vacancies in the Board of Trustees caused by any reason other than the removal of a Trustee thereof by vote of the Unit Owners may be filled by a vote of a majority of the remaining members of the Board at a regular or special meeting held not more than thirty days after the occurrence of any such vacancy, unless the remaining number of Trustees is less than three (3) in which case the remaining members of the Board shall make such appointment. Each such person so appointed shall be a member of the Board until the next annual meeting at which time the unit owners shall elect a new trustee.

With respect to each person appointed or elected to be a trustee hereunder, there shall promptly be recorded with the Registry of Deeds a certificate of such appointment or election signed by any one or more of the Trustees and an acceptance of such appointment or election signed by the person so appointed or elected, and such appointment or election shall take effect upon such recording.

2. In any matters relating to the administration of the trust hereunder and the exercise of the powers hereby conferred, the Trustees may act by a majority vote at any duly called meeting at which a majority of the trustees are present: provided, however, that in no event shall a majority consist of less than two (2) Trustees hereunder, and , if an whenever the number of Trustees hereunder shall become less than two (2), the then remaining or surviving Trustee, if any, shall have no power or authority whatsoever to act with respect to the administration of the Trust hereunder or to exercise any of the powers hereby conferred except: (a) to fill vacancies in the office of Trustee as provided in Section I of Article V; and (b) to act on an emergency basis in order to allow the day-to-day affairs of Randolph Place to continue, but in no event shall said remaining Trustee enter into any binding agreements, adopt budgets, make special assessments, enter litigation, or the like, on behalf of the Trust. The Trustees may also act without a meeting by instrument signed by a majority of their number.

3. Any Trustee may resign at any time by instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgement of deeds and delivered to any other Trustee.

4. No Trustee named or appointed as hereinbefore provided, whether an original Trustee or as successor or as substitute for another, shall be obliged to give bond or surety or other security for the performance of any of his duties hereunder, provided however that the Unit Owners by a majority vote may require that any one or more of the Trustees shall give bond in such amount and with such sureties that the Unit Owners specify. All expenses incident to any such bond shall be charged as a common expense.

5. No Trustee shall receive any compensation from the common funds for acting as such. However, reasonable out-of pocket expenses shall be reimbursed.

**The Declaration of Trust Article VII – By-Laws H formerly called Officers now called Trustees; Section 1 through Section 8 shall be deleted and substituted in their places the following:**

1. **Terms of Office:** At least two (2) trustees shall serve a term of two (2) years and the other Trustee(s) a term of one (1) year. If there are five (5) Trustees, three (3) Trustees shall serve a term of two (2) years and the other two (2) Trustees a term of one (1) year. In accordance with the foregoing term schedule, each of the appropriate trustee positions shall be subject to a separate vote at the annual meeting, however, no more than one Unit's Owner shall serve on the Board simultaneously. Trustees are eligible for re-election. If during a term a Trustee resigns leaving a vacancy and the remaining Trustees have voted for a person to fill that vacancy for the rest of the year in accordance with Article V, Section 1, a new Trustee shall be elected at the annual meeting to serve a new term of one (1) or two (2) years depending upon which term was vacated by the resigning Trustee.

2. **Officers:** The Trustees shall appoint from within their number a President, a Treasurer, and a Secretary and may appoint such other officers as their judgment may be necessary. The officers shall be elected annually at the organizational meeting of each new Board, and shall hold office at the pleasure of the Board and until their successors are elected.

Upon an affirmative vote of a majority of the members of the Board, any officer may be removed either with or without cause, and his successor may be elected at any regular meeting or any special meeting of the Board called for such purpose.

a. **President:** The President shall preside at all meetings of the Trustees and the Unit Owners. If the President is absent, a temporary chairman shall be chosen by the meeting. The President shall have the power to appoint committees from among the unit owners from time to time as he in his discretion decide are appropriate to assist the conduct of the affairs of the Condominium.

b. **Treasurer:** The Treasurer shall have general oversight of the Condominium funds and the financial records and shall be a signatory of any depositories of money as may from time to time be designated by the Board.

c. **Secretary:** The Secretary shall be responsible for the minutes for meetings of the Trustees and of the Unit Owners. If the Secretary is absent from any meeting, a temporary secretary shall be chosen by the meeting to act in his place. The Secretary shall have charge of such books and papers as the Board may direct.

3. **Meetings:** The first meeting of the members of the Board of Trustees following the annual meeting of the Unit Owners shall be held within thirty (30) days thereafter at such time and place as shall be fixed by the Board in the meeting at which such Board shall have been elected, and no notice shall be necessary to the newly elected members of the Board in order legally to constitute such meeting, providing a majority of the whole Board shall be present at said election meeting.

Regular meetings of the Board of Trustees 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 of six (6) such meetings shall be held during each fiscal year. Notice of regular meeting of the Board shall be given to members of the Board, by mail or e-mail at least five (5) business days prior to the day name for such meeting.

4. Voting: The owner or owners of each unit or some person designated by such owner to act as proxy on his or their behalf shall be entitled to vote the beneficial interest appurtenant to his unit. The designation of any such proxy shall be made in writing to the person(s) designated by the Board to the owners on forms supplied to the owner with the Notice of Meeting and shall be revocable at any time by written notice by the owner or owners so designating. Each Unit Owner shall be entitled to cast one vote for each unit owned. In the event that a unit is owned by more than one person as tenants by the entirety, joint tenants or tenants in common, all such persons must designate in writing prior to the beginning of any meeting one representative who shall cast the vote associated with said unit. A fiduciary shall be the voting member with respect to any unit held in a fiduciary capacity. Any unit or units owned by the Board or its nominee shall not be entitled to a vote.

5. Beneficial interest: As used in these by-laws the term "beneficial interest" shall mean the percentage of the total undivided interest of each unit owner in the common areas as set forth in the Schedule attached to the Master Deed.

6. Majority of the Unit Owners: As used in these By-laws the term "majority of the Unit Owners" shall mean those Unit Owners have more than fifty percent (50%) of the total authorized votes of all Unit Owners determined in accordance with the provision on voting in Article I, Section 4 of these

By-laws.

7. Quorum: Except as otherwise provided in these By-laws, the presence in person or by proxy of a majority of Unit Owners shall constitute a quorum at all meetings of the Unit Owners.

8. Majority Vote: The vote of a majority of Unit Owners present at the meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where in the Master Deed or Declaration of Trust or these By-laws, a higher percentage is required.

By: [Signature]  
Jonathan Bennett, Trustee and not Individually

By: [Signature]  
Margaret Norris, Trustee and not Individually

By: [Signature]  
Ellen Finklestein, Trustee and not Individually

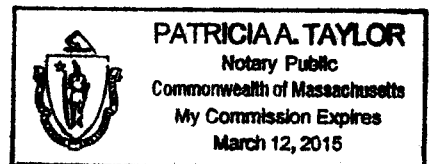
COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss

July 20, 2010

On this 20<sup>th</sup> day of July 2010, before me, the undersigned notary public, personally appeared Jonathan Bennet, Margaret Norris and Ellen Finklestein, and proved to me through satisfactory evidence of identification, which is personal knowledge, to be the persons whose names are signed on the preceding or attached document in my presence.

[Signature]  
Notary Public My commission expires:



ATTEST: HAMPSHIRE, [Signature] REGISTER  
MARLANEE L. DONOHUE