

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.

F. Application Of Common Funds. The Trustee(s) shall expend common funds only for Common Expenses and other purposes permitted hereby and by the provisions of Chapter 183A.

G. Notice Of Default In Payment Of Common Expenses. Pursuant to the applicable provisions of Chapter 183A, Section 6, and/or upon the written request of the holder of any mortgage upon a Unit, the Trustee(s) shall notify such holder of any default by a Unit Owner in the payment of his share of the Common Expenses.

H. 6(d) Certificates. Upon written request of a Unit Owner or his designee, the Trustee(s) shall, within ten (10) days, provide a certificate in conformity with Chapter 183A, Section 6(d), specifying the amount, if any, of any unpaid Common Charges assessed to the Unit Owner and/or attributable to the Unit. The Trustee(s) may in their discretion impose a reasonable fee for the provision of such statement. Such Certificate need only be signed by any one Trustee.

I. Reimbursement of Developer Payment of wastewater disposal system. As the Declarant is willing to defer, from the usual collection at closing, the reimbursement to it of the prepaid waste water system reserve amount as required for the Town of Plymouth Board of Health (or MADEP), such reimbursement, in the amount of \$291,495 shall be made by the Trust at such time as the final 200th unit has been phased into the Condominium, such full amount being funded by a special assessment to each Unit Owner in the amount of \$1,457 (reflecting the percentage amount allocated to each unit and equally 1/200th of such total amount), provided however that if such 200th units shall not have been phased in on or before that on or before November 15, 2023 such special assessment shall still be made by the Trust in the same amount of \$1,457 per unit, regardless as to how many units have then been phased into the Condominium, with the Developer having the right and option of collecting directly such \$1,457 amount at the time of the first sale of any Unit subsequent to that date. The Trust shall pay to the developer all such assessments when received. Should the purchaser of any Unit from the Declarant decide to reimburse the Declarant directly at closing for the Unit share (\$1,457) of such reserves, such Unit shall not be subject to the above referenced reimbursement assessments

Section 5.6. Insurance.

The Trustee(s) and the Unit Owners shall obtain and maintain the following insurance policies:

A. Casualty Insurance. The Trustee(s) shall obtain and maintain, to the extent reasonably obtainable at reasonable costs and permitted by applicable law, so-called master policies of insurance providing fire-with-extended coverage and so-called all risk coverage insurance, insuring the Condominium, including, without limitation, the Common Areas and Facilities, **(but excluding the Units which, as set forth below, are**

**separately insured by the each Unit Owner)** with all fixtures, additions, alterations and improvements thereof, all equipment and other service machinery, apparatus, equipment and installations comprised in the Common Areas and Facilities, and also all such portions normally deemed to constitute part of any buildings not including Units and customarily covered by such insurance, and also 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 percent (100%) of the full replacement value thereof, exclusive of foundations, land and other items normally excluded therefrom without deduction for depreciation, but subject to a reasonable deductible as the Trustee(s) may determine, and which shall include, if available, so-called Agreed Amount, Inflation Guard, Construction Code and Replacement Cost Endorsements. In determining full replacement value, the Trustee(s) 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: "Trustee(s) of THE VILLAGE AT SAWMILL WOODS CONDOMINIUM TRUST, for use and benefit of the Unit Owners of THE VILLAGE AT SAWMILL WOODS CONDOMINIUM and their mortgagees as their interests may appear." Such insurance shall contain the standard mortgagee clause and shall name the Trustee(s) as Insurance Trustee(s) for the use and benefit of all Unit Owners of THE VILLAGE AT SAWMILL WOODS CONDOMINIUM and their mortgagees as their interests may appear, with losses payable to and adjusted by the Trustee(s) as Insurance Trustee(s) in accordance with the provisions of these By-Laws. The Trustee(s) may insure against such other hazards or risks of casualty as the Trustee(s) 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 Trustee(s) shall obtain and maintain, to the extent reasonably obtainable at reasonable costs and/or applicable, master policies of insurance with respect to the Common Areas and Facilities for the benefit and protection of the Trust and all Unit Owners for: (i) comprehensive general liability insurance in such limits as the Trustee(s) may, from time to time, determine but in no case less than \$1,000,000/\$1,000,000 in coverage, covering the Trust, the Trustee(s), the Property Manager, if any, and each Unit Owner with respect to liability arising out of ownership, maintenance or repair of the Common Areas and Facilities of the Condominium, such insurance containing a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Condominium Unit Owner because of negligent acts of the Trust, the Trustee(s), the Unit Owner 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 Trustee(s) may, from time to time, determine; and (iv) such other liability insurance as the Trustee(s) may from time to time deem appropriate and desirable.

C. **Fidelity Coverage.** The Trustee(s) shall obtain fidelity coverage against dishonest acts on the part of the Trustee(s), the Property Manager, if any, employees or volunteers responsible for handling funds belonging to Trust or administered by the Trustee(s). This fidelity insurance shall name THE VILLAGE AT SAWMILL 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 Trust at any one time, but in no event less than three months' Common Expenses plus all reserves. 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 Trustee(s) may obtain as a Common Expense, Directors' and Officers' Liability Insurance in such amounts and upon such terms as they deem appropriate.

E. FHA, FHLMC And FNMA Insurance Requirements. If the Federal Home Loan Mortgage Corporation (FHLMC), the Federal Housing Administration (FHA) or the Federal National Mortgage Association (FNMA) insures or holds any interest in one or more mortgages on Units of which the Trustee(s) have received notice, the Trustee(s) shall obtain and maintain, to the extent reasonably obtainable, such other insurance as may be required and requested from time to time by FNMA, FHA or FHLMC.

F. Unit Owners' Insurance. Unit Owners and their tenants shall carry insurance for their own benefit insuring their furniture, furnishings 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 Trustee(s) shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Unit Owners shall in all events also maintain loss assessment insurance coverage, as well as liability insurance covering damage to the Property in such reasonable amounts as the Trustee(s) may determine and, upon request, provide evidence thereof to the Trustee(s).

G. Terms And Conditions Of Policies. Policies for casualty insurance, and to the extent applicable, such other policies of insurance, shall provide to the extent reasonably obtainable: (i) that the insurance company waive any right of subrogation against the Trustee(s), their agents and employees, and the Unit Owners to the extent they are not specifically obligated hereunder; (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 the Trustee(s)) when such act or neglect is not within the control of the Trustee(s) (or Unit Owners collectively) or by failure of the Trustee(s) (or Unit Owners collectively) to comply with any warranty or condition with regard to any portion of the premises over which the Trustee(s) (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 all Unit Owners and to all mortgagees of Units whom are named as mortgagees in such policies; (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 Trustee(s) 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 Trustee(s) shall apportion to the Unit Owner or Unit Owners the deductible amount directly proportional to the amount of such loss related to such Unit, or Units, and/or the amount of the loss related to the Common Areas and Facilities. Where such loss is solely to a Unit or Limited Common Area, the deductible amount shall be borne solely by the Unit Owner thereof.

H. Insurance Appraisal. The Trustee(s) may obtain an 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 maintained pursuant to this Section. If the Trustee(s) in their discretion deem it necessary, they may, upon notification of improvements to be made to a Unit by a Unit Owner, increase the insurance coverage afforded by said master policy.

I. Trustee(s) As Insurance Trustee(s). The Trustee(s) (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 these By-Laws for the benefit of the Unit Owners and their respective mortgagees. 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 Trustee(s) in their judgment in a fair and equitable manner, primarily based upon the relative losses.

J. Authorized Insurance Representative. Notwithstanding any of the foregoing provisions and requirements to the contrary relating to physical damage or liability insurance, there may be named as an insured, on behalf of the Trustee(s), the Trustee(s)' authorized representative, including any Trustee, with whom such Trustee(s) may enter into any Insurance Trust Agreement or any successor to such Trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall have exclusive authority to negotiate losses under any policy providing such physical damage or public liability insurance. Each Unit Owner and his or her respective mortgagee appoints the Trustee(s), or any Insurance Trustee or substitute Insurance Trustee designated by the Trustee(s), as his attorney-in-fact for the purpose of purchasing, maintaining and administering such insurance, including without limitation the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability and proofs of loss; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose.

K. Notification Of Mortgagees. The Trustee(s), on behalf of the organization of Unit Owners, shall, when requested by mortgagees of Units, give written notice to such mortgagees of such loss to the Common Areas and Facilities, or to the Unit mortgaged, as the mortgagee requests.

L. Certificates Of Insurance. Certificates of insurance with proper mortgagee endorsements, when requested, in writing, shall be issued to Unit Owners or their

designees within ten (10) days of such request. The Trustee(s) may charge a reasonable fee for obtaining and issuing such certificates.

M. Notification To Trustee(s) Of Improvements. Each Unit Owner shall notify the Trustee(s) in writing of all improvements to his or her Unit (except personal property other than fixtures) which exceed a total value of Twenty-Five Thousand Dollars (\$25,000.00) within twenty (20) days prior to the commencement of construction or installation of such improvement, and upon receipt of such notice, the Trustee(s) may notify the insurer under any casualty policy obtained pursuant to this Section of such improvements and shall, if necessary, purchase additional casualty insurance in such amounts as may be required under this Section. Any premium increase caused by insuring such improvements may be assessed to the Owner of the improved Unit as a Common Expense attributable to such Unit. No Unit Owner shall be entitled to receive insurance proceeds for repair, replacement or restoration of any such improvement not so reported to the Trustee(s), unless otherwise consented to by the Trustee(s).

N. Unit Owner Insurance Of Units. Notwithstanding any of the foregoing provisions of this Section 5.6 to the contrary, the master or blanket type of hazard insurance policy to be maintained by the Trustees shall not provide coverage for the Units or, to the extent part of the Common Elements, the building containing any such Unit. Accordingly, the Unit Owner of each of the Units shall be responsible to obtain and maintain a hazard insurance policy, with premiums being paid by such Owner, covering such Owner's Unit (including permanently installed improvements and betterments that are normally included in coverage) and the building containing such Unit (to the extent part of the Common Elements). Coverage shall include permanently installed improvements and betterments that are normally including in coverage, including, without limitation, fixtures, buildings service equipment, and common personal property and supplies belonging to the Owner. Such policy may be subject to a reasonable deductible if approved by the Trustees, such approval not to be unreasonably withheld or delayed.

Upon request of the Trust, the Unit Owner of each of the Units shall provide the Trust with certificates of insurance evidencing that the foregoing insurance is in force and effect.

The hazard insurance policy for each such Unit shall include all the Required Coverages and Special Endorsements provided for as to the Master Policy in this Section 5.6, to the extent same or reasonably equivalent coverages and endorsements are available to each such Unit Owner). Each such policy shall cover one hundred percent (100%) of the current replacement cost of each such Unit and any part or portion of the Common Elements provided for above in this Section 5.6 as being the responsibility of the Owner of each such Unit; provided, however, that such policy need not include land, foundations, excavations or other items that are usually excluded from insurance coverage.

The named insured under each such policy shall be the Unit Owner of the subject Unit and the loss payable clause shall show the Unit Owner and the holder of each mortgage on such Unit. Each such policy shall also contain the standard mortgagee clause and shall name each mortgagee, its successors and assigns, that holds a mortgage on such Unit

covered under such policy as a mortgagee. Each such policy shall require the insurer to notify in writing the Unit Owner, the Trust or Insurance Trustee, and each first mortgage holder named in the mortgagee clause at least thirty (30) days before it cancels or substantially changes the coverage under such policy.

The Trustees shall have the right (but not the obligation), at any time and from time to time, to (i) request certificates of insurance from the owners of each of the Units confirming that each such Unit Owner is maintaining such hazard insurance coverage in compliance with the foregoing requirements, in which case the applicable Owner shall arrange for delivery to the Trust of same in or within five (5) business days of such request; and (ii) if the Owner of either such Unit fails to comply with such request (or if it otherwise comes to the attention of the Trust that such Owner is not maintaining any and all such insurance in full force and effect and such Owner fails to cure such non-compliance within five (5) business days of notice from the Trust), to purchase in the name of and for the account of the applicable owner of such Unit, such insurance and to assess all premiums and associated costs for any such insurance, together with any costs and expenses of enforcement of such Owner's obligations hereunder, including reasonable attorneys' fees, to the Owner of the applicable Unit. The Unit Owner of each of the Units agrees to comply in a timely manner with any such request. The Unit Owner of each of the Units shall be subject to the foregoing rights of the Trust and shall comply in a timely manner with any such request or notice given by the Trust hereunder.

Section 5.7. Rebuilding, Restoration And Condemnation. The following provisions shall apply in the case of casualty loss or condemnation:

A. Casualty Loss. In the event of damage to or destruction of the Condominium as a result of fire or any other casualty, the Trustee(s) shall proceed as follows:

i. Casualty Loss To Units. Where such damage or destruction is solely to a Unit or Units, the Insurance Trustee designated herein shall promptly adjust and collect the loss and disburse the master policy insurance proceeds in appropriate progress payments with appropriate retainage to the Unit Owner(s) affected so as to facilitate and ensure the repair and restoration of the Unit or Units, so damaged or destroyed. In such case as an affected Unit Owner should fail to promptly take such action as the Trustee(s) deem appropriate to repair or restore his Unit, the Trustee(s) may, but shall not be obligated to, proceed thereto, in whole or in part, for his account and utilize the said insurance proceeds accordingly. The affected Unit Owner(s) shall bear any cost or expense for such repair and restoration in excess of the available insurance proceeds under the master policy, including any excess resultant from the application of any deductible thereon. Where more than one Unit is so damaged or destroyed, said proceeds and deductible shall be apportioned based upon the basis of the relative damage to each Unit; provided, however, that in such case as such damage or destruction is caused by the acts or omissions of a Unit Owner, his family, servants, agents, employees, invitees, licensees or lessees, any deficiency in the insurance proceeds shall be borne solely by such Unit Owner. Similarly, should there be any deficiency in the insurance proceeds resultant from a Unit Owner's failure to promptly and accurately report