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**Hampshire County Registry of Deeds**  
**Mary Olberding, Register**  
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**Northampton, MA 01060**  
**413-584-3637**  
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**Second Amendment to Amended and Restated By-Laws  
Village at Hospital Hill - North**

This Second Amendment to Amended and Restated By-Laws Village at Hospital Hill – North (“Second Amendment”) is made as of May 12, 2022.

**Recitals**

1. Hospital Hill Development, LLC is the Declarant and sole Director of Village at Hospital Hill - North Association (the “Association”) a landowner’s association organized pursuant to those certain Amended and Restated Bylaws Village at Hospital Hill – North Association dated September 26, 2008 and recorded with the Hampshire County Registry of Deeds at Book 09610, Page 131 (the “By-Laws”), as amended by the First Amendment thereto recorded in Book 14535, Page 262. Capitalized terms used but not defined in this Second Amendment shall have the meaning(s) given in the By-Laws.
2. As defined in the By-Laws, the Declarant Control Period, expires on the earlier to occur of “(i) the date upon which the last Lot is conveyed to Persons other than the Declarant or a Residential Developer, or (ii) the date designated by the Declarant as the termination date of the Declarant Control Period by written notice given to the Association and by the recording of a certificate to that effect in the Registry”.
3. The Declarant desires that the Declarant Control Period expire prior to the satisfaction of subsection 2 (i) above, and in preparation for designating a date for the expiration of the Declarant Control Period under subsection (ii), desires to amend the By-Laws as follows.

**Amendment**

1. Section 1(B) of the By-Laws shall be deleted in its entirety and replaced with the following:

**“B. ASSISTED LIVING.** The term “Assisted Living” shall mean senior residential housing, including but not limited to, independent living facilities, in-home supportive services, and/or nursing home facilities. Three (3) Assisted Living units shall constitute a Unit as defined below.”

2. Section 1(H) of the By-Laws shall be deleted in its entirety and replaced with the following:

**“H. COMMERCIAL UNIT.** The term “Commercial Unit” shall mean 1.5 Units for each one thousand (1,000) gross square feet in each Commercial Building and 1 Unit for every three (3) Assisted Living units in a Commercial Building used for Assisted Living. Partial Commercial Units shall

Route 66, Prince Street, Earle Street, Northampton, MA

be limited to .5 units only for purposes of calculating Common Area Percentage Interest.”

3. Section 1(AA) of the By-Laws is hereby amended by inserting at the end of the last sentence thereof, “or any other revised Plans recorded with the Hampshire Registry of Deeds.”

4. Section 1(GG) of the By-Laws shall be deleted in its entirety and replaced with the following:

“GG. SPECIAL PERMIT DECISION. The term "Special Permit Decision" shall mean the Decision of the Northampton Planning Board dated September 26, 2002 and recorded in the Hampshire County Registry of Deeds (the "Registry") in Book 6835, Page 81, the Amendment dated August 14, 2003 recorded in the Registry at Book 8024, Page 249 and the Amendment dated February 19, 2004 in accordance with the Settlement Agreement dated January 30, 2003 in Land Court Case No. 292406, recorded in Book 8024, Page 252, and the Amendment dated August 6, 2007 recorded in Book 9282, Page 103, and the Amendment dated March 6, 2009 recorded in Book 9957, Page 56, as it may be further amended from time to time.”

5. Section 2.A. of the By-Laws shall be deleted in its entirety and replaced with the following:

“A. (i) One officer of the Declarant shall serve as the Board of Directors for the Village at Hospital Hill – North Association (the “Directors”) until the Declarant Control Period expires.

(ii) As of the date that the Declarant Control Period expires, (the “Declarant Control Period Expiration Date”) there shall be not fewer than three (3) nor more than six (6) Directors, all of whom shall be Lot Owners or owners of the beneficial interest in a Lot. The Directors shall be elected or appointed as described below at the annual meeting of Lot Owners held pursuant to Section 12 of these By-laws, provided, however, that the first election and appointment of Directors to serve after the Declarant Control Period Expiration Date (the “Transitional Election”) shall occur within 30 days of the Declarant Control Period Expiration Date. A quorum of Lot Owners shall not be required for the election of Directors.

(iii) At the Transitional Election, the Owners of residential Lots 13A, 17, 20, 21, 23 and 25 (collectively, the “TCB Lots”) shall appoint one (1) Director who shall serve until a successor is appointed.

(iv) At the Transitional Election and at each annual meeting of Lot Owners following the expiration of the term of a Director elected pursuant to this subsection (iv), the Owners of the Lots on which Commercial Buildings

are situated (the "Commercial Lots") shall elect by majority vote one (1) Director from a ballot of one (1) or more candidates proposed by the Owners of the Commercial Lots, each of whom shall be a representative of an Owner of a Commercial Lot. A Director elected pursuant this subsection (iv) shall serve a three (3) year term.

(v) At the Transitional Election, the Owners of residential Lots other than the TCB Lots (i.e., the Owners of single-family dwellings, duplex or condominium units) shall elect by majority vote three (3) Directors from a ballot of at least three (3) candidates proposed by such residential Lot Owners, all of whom shall be Owners of residential Lots other than the TCB Lots.

(vi) The Directors elected at the Transitional Election pursuant to subsection (v), above, shall serve an initial term of three (3) years. At each annual meeting of Lot Owners following the expiration of the initial term, the Owners of residential Lots other than the TCB Lots shall coordinate and propose a ballot of at least three (3) candidates for the Board, all of whom shall be Owners of residential Lots other than the TCB Lots. These Directors shall be elected by majority vote of the Lot Owners of residential Lots other than the TCB Lots to serve staggered three (3) year terms.

(vii) At any annual meeting of Lot Owners after the initial three (3) year term, the Owner or Owners of the TCB Lots may appoint a second Director, thereby increasing the number of Directors on the Board to six (6).

(viii) In the event that The Community Builders, Inc., or its affiliate, ceases to be the sole owner of the TCB Lots, at the next annual meeting of Lot Owners or special meeting called for such purpose, and at each annual meeting of Lot Owners thereafter, the Owner or Owners of the TCB Lots shall either (a) ratify the appointment of the then serving Director or Directors appointed by the Owner of the TCB Lots; or (b) replace such Directors by appointing one (1) or two (2) Directors, as needed.

(ix) No elected Director shall serve more than two (2) consecutive terms. All Directors shall serve until a successor is elected or appointed.

(x) In the event of a vacancy of any Director seat, the remaining Directors shall call a special election within 45 days of the effective date of the vacancy to fill such vacancy. Proposed candidates shall be presented by the Owners of the Commercial Lots or residential Lots other than the TCB Lots, as the case may be, for the applicable vacant seat within 30 days of the special election, which shall be elected pursuant to Section 2 A (iv) and (vi) above. Notwithstanding the above, the Owner(s) of the TCB Lots shall appoint a Director to fill such vacancy of a Director seat initially appointed by

the Owner of the TCB Lots within 45 days of the effective date of the vacancy.”

6. Section 2.C. of the By-Laws shall be deleted in its entirety and replaced with the following:

“Any Director may be removed for cause by an affirmative vote of the Voting Members holding a majority of Units; provided, however, that only the Declarant may remove a Declarant-appointed Director. The term “cause” as used in the immediately preceding sentence shall, for purposes of this subsection, encompass only actions or omissions taken or omitted in bad faith, or the personal or willful malfeasance or fraud of the Director who is the subject of the proceeding. The term “cause” shall not include actions or omissions taken, suffered or omitted in good faith or by reason of honest errors of judgment or mistakes of fact or law. The vacancy shall be filled in accordance with Section 2.A. (x) above. No Director other than a Declarant-appointed Director shall continue to serve on the Board if, during the term of office, the director shall cease to be a Lot Owner.”

7. Section 2.D of the By-laws shall be amended by deleting the sentence, “Promptly following the end of the Declarant Control Period the Board shall elect from among its members a Chair and a Vice Chair.” and replacing it with the following:

“Within 2 weeks of the Transitional Election the Board shall elect from among its members a Chair and a Vice Chair and such other officers as the Board shall determine.”

8. The last sentence of Section 4.E. of the By-Laws is hereby deleted and replaced with the following:

“All other Special Assessments shall only be made by an affirmative vote of seventy-five percent (75%) of the total number of Units, provided however that Special Assessments that are up to or equal to the “Threshold Amount” as defined herein, in the aggregate in any year may be made by a vote of sixty percent (60%) of the total number of Units. The “Threshold Amount” as of 2022 shall be \$15,000, subject to adjustment for inflation every five (5) years based on the Consumer Price Index (CPI) published by the U.S. Department of Labor.”

9. Section 12. B. of the By-Laws shall be amended by deleting the last sentence, “After the Transition Election, the Board may elect to hold elections or other votes taken hereunder by electronic means as they may reasonably determine.” and replacing it with the following:

“After the Transition Election, the Board may elect to hold elections or other votes taken hereunder by electronic means as they may reasonably determine and may allow voting by proxy.”

10. Section 13.B. of the By-Laws shall be deleted in its entirety and replaced with the following:

“Except with respect to the sale, by Hospital Hill Development LLC, of the parcel now known as Lot 14B-2, in whole or in part, no amendment shall change any Lot Owner’s Common Area Percentage Interests, or change the voting rights of Lot Owners, unless the amendment is executed by: (i) all of the Lot Owners, and (ii) all record holders of any liens thereon. Upon the sale of Lot 14B-2, the Board of Directors shall be authorized to record an amendment to the Consolidated Declaration revising Exhibit A to allocate a Common Area Percentage Interest to Lot 14B-2 based on the formula of 1000 SF equals 1.5 Units and to adjust the Common Area Percentage Interests of all Lot Owners accordingly. Such amendment shall be effective upon recording with the Hampshire Country Registry of Deeds and shall not require the approval of any other Lot Owners or record holders of any liens thereon.”

11. Section 20 of the By-Laws is hereby amended by inserting after the last sentence thereof,

“In the case of the persistent violation of the provisions of this Section 20 by a Lot Owner, the Board shall have the power, after notice and a hearing pursuant to Section 22 hereof, to require such Lot owner to post a bond to secure adherence to the requirements of this Section 20.”

12. Exhibit A to the By-Laws shall be deleted in its entirety and replaced with the revised Exhibit A attached hereto and made a part hereof.

13. Except as amended by this Second Amendment, the By-Laws shall remain unmodified and in full force and effect.

[Signature Page Follows]

Adopted by the Declarant pursuant to Section 13 C of the By-Laws and executed, under seal, by the Declarant as of the date first written above.

VILLAGE AT HOSPITAL HILL – NORTH ASSOCIATION

BY: HOSPITAL HILL DEVELOPMENT LLC, as Declarant

BY: MASSACHUSETTS DEVELOPMENT FINANCE AGENCY, its Manager

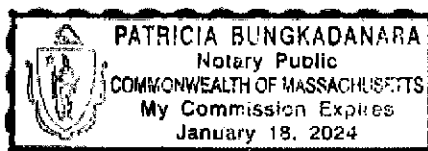
BY: [Signature]  
Name: Tania Hartford  
Title: EVP Real Estate

COMMONWEALTH OF MASSACHUSETTS

County of Suffolk

On this 12<sup>th</sup> day of May 2022, before me, the undersigned notary public, personally appeared Tania Hartford, EVP Real Estate of Massachusetts Development Finance Agency, the Manager of Hospital Hill Development LLC, as Declarant of Village at Hospital Hill – North Association, proved to me through satisfactory evidence of identification, namely, the person was known to me to be the person whose name is signed on the preceding or attached document and acknowledged to me that such person signed it voluntarily as such person's free act and deed for its stated purpose as the EVP Real Estate of Massachusetts Development Finance Agency, Manager of Hospital Hill Development LLC as Declarant of Village at Hospital Hill – North Association.

[Signature]  
Name:  
My commission expires:



## EXHIBIT A

Total Number of Units / Common Area Percentage Interests as of June 30, 2022

<b>Development Lot</b>	<b>No. of Units</b>	<b>Common Area Percentage Interests</b>
<b>Residential</b>		
Lot 17 – Hilltop	33	8.30%
Moser St. Bungalows	24	6.04%
Morningside	11	2.77%
Eastview	11	2.77%
Lot 21 – Hillside	8	2.01%
Lot 23 - Hillside	24	6.04%
Lot 25 - Hillside	8	2.01%
Lot 22C - Upper Ridge	8	2.01%
Lot 24E - Upper Ridge	4	1.01%
Lot 24D - Upper Ridge	10	2.52%
Lot 24C - Upper Ridge	5	1.26%
Beechwood	6	1.51%
Lot A22 -78 Moser, 50 Musante	2	0.50%
Lot A27 - Westview	6	1.51%
Northview	21	5.28%
The Columns	25	6.29%
Parcel 1-107 Olander Drive	1	0.25%
Village Hill Co-Housing Lot	28	7.04%
Meadow Run Parcels	5	1.26%
Lot 20 - 35 Village Hill Rd.	12	3.02%
Coach House	2	0.50%
North Commons	53	13.33%
<b>Subtotal</b>	<b>307</b>	<b>77.23%</b>



<b>Development Lot</b>	<b>No. of Units</b>	<b>Common Area Percentage Interests</b>
<b>Commercial</b>		
Lot 18 Office - Pathlight	27	6.79%
Lot 19 - ServiceNet	26.5	6.67%
Assisted Living Lot - Christopher Heights Assisted Living	28	7.04%
Coach House	7.5	1.89%
Lot 20 - 35 Village Hill Rd.	1.5	0.38%
<b>Subtotal</b>	<b>90.5</b>	<b>22.77%</b>
<b>Total</b>	<b>397.5</b>	<b>100.00%</b>