

Franklin County Registry of Deeds
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Franklin County Registry of Deeds
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**CERTIFICATE OF VOTE AND RESOLUTION OF THE BOARD OF TRUSTEES
OF THE SUGARLOAF CONDOMINIUM TRUST**

This Certificate of Vote and Resolution is entered into this 13th day of JULY, 2023, by the Board of Trustees of the Sugarloaf Condominium Trust (the "Trust").

WHEREAS, reference is made to the governing documents of the Sugarloaf Condominium, the Master Deed and Declaration of Trust recorded with the Franklin County Registry of Deeds at Book 7288, Page 201, and Book 7288, Page 267, respectively, as amended; and,

WHEREAS, the Declaration of Trust authorizes the Board of Trustees to adopt rules and regulations regarding the operation and use of the common areas and facilities and such restrictions on the requirements respecting the use, occupancy, and maintenance of the units and the use of the common areas and facilities as are consistent with the provisions of the Master Deed; and

WHEREAS, M.G.L. c. 183A, Section 6 provides that the Board of Trustees may assess the cost of maintaining, repairing or replacing a limited common area and facility, solely to the owner of the unit to which a limited common area and facility is appurtenant, allocated, or designated, and such assessment shall be enforceable as a common expense assessment under this chapter; in the alternative, the organization of unit owners may require the owner of the unit to which a limited common area and facility is appurtenant, allocated, or designated to maintain, repair, or replace such limited common area and facility without the intervention of the organization of unit owners.

WHEREAS, the Board of Trustees desires to adopt certain rules to clarify all owners' obligations relative to the care, maintenance, repair and replacement of decks, porches and patios at the Condominium;

NOW THEREFORE, the Board of Trustees of the Sugarloaf Condominium Trust, acting pursuant to the authority contained in the Declaration of Trust and M.G.L. c. 183A, does hereby amend the rules and regulations of the Sugarloaf Condominium as follows:

I. The Rules and Regulations of the Condominium are hereby amended by adding and adopting the following provisions relative to decks, porches and patios:

"RULE RELATIVE TO DECKS, PORCHES AND PATIOS

Notwithstanding any provision of Condominium documents to the contrary, pursuant to Massachusetts General Law Chapter 183A, §6(a)(ii), the Board of Trustees has determined that any deck, porch or patio appurtenant to each Unit, and all their respective component parts (including, without limitation, any stairways and railings appurtenant to such elements) are part of the Unit and/or a limited common element of such Unit. Each Unit Owner shall be responsible for the proper care, inspection, maintenance, repair and replacement of the same as set forth herein.

As used in this resolution, the terms decks, porches and patios shall include all unenclosed, partially enclosed or enclosed decks, porches and patios and all of their component parts, including any stairways and railings appurtenant to any deck, porch or patio area.

1. **Responsibility for Decks, Porches or Patios:** Each Unit Owner shall be responsible, at the Unit Owner's cost and expense, for all proper care, maintenance, repair (both ordinary and extraordinary) and replacement of all components, structural or non-structural, of any deck, porch or patio appurtenant to the Unit. Each Unit Owner's obligation hereunder shall include the obligation to keep any such deck, porch or patio free of snow and ice accumulation and also to paint or stain such elements as needed to maintain them in a good and neat appearance. All such maintenance, repair and replacement work shall be conducted in compliance with the terms of this rule. The Board of Trustees may, from time to time, engage a contractor to inspect the condition of decks, porches and patios at the Condominium and to provide recommendations regarding maintenance, repairs and replacement work. The Board of Trustees may direct owners to conduct such maintenance, repairs and replacement work as is reasonably appropriate, recommended as a result of such inspection or otherwise necessary for the proper maintenance of the Condominium property.

2. **General Obligations of All Unit Owners:**

- a. Each Unit Owner who owns a Unit with an appurtenant deck, porch or patio shall also be responsible to keep the same and surrounding area clean and in a good and safe order. This obligation shall include the obligation to keep the deck, porch or patio clean, and in good condition and appearance.
- b. Any and all contractors or vendors retained by any Unit Owner in connection with work related to a deck, porch or patio shall be licensed and insured. Unit Owners shall provide the Board with evidence of such licensed and insured status upon request.
- c. All work authorized or required hereunder will be performed in a good and workmanlike manner and in full compliance of all applicable federal, state and local laws, ordinances, codes, by-laws rules and regulations, including those related to zoning, building, health, safety and sanitation.
- d. No debris resulting from the work authorized or required hereunder shall be left or stored in the common areas at any time. All debris must be properly disposed of by the Unit Owner and/or the contractor at the Unit Owner's expense. No materials may be stored in the common areas or disposed of in the common dumpsters or compactors.
- e. Any and all contractors hereunder shall only work between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, and shall be prohibited from working at any other time or day, unless authorized by the Board of Trustees.
- f. Each Unit Owner shall be responsible for obtaining any necessary permits and/or licenses required to undertake any maintenance, repair or replacement authorized or required hereunder.

3. **Installation of New Decks or Patios:** No Unit Owner shall install any new deck, porch or patio or make any additions, expansions, modifications, or alterations to any existing deck, porch or patio without prior written consent of the Board of Trustees. The Board of Trustees may require any Unit Owner who wishes to make any such additions, expansions, modifications, or alterations to execute an agreement pursuant to M.G.L. c. 183A, Section 5. Furthermore, in the event that a Unit Owner is authorized by the Board of Trustees to make any repairs, addition, expansion, modification, alteration or improvement, then the Unit Owner shall be responsible for obtaining

all necessary permits and/or licenses. Any and all work authorized or required hereunder will be performed in a good and workmanlike manner and in full compliance of all applicable federal, state and local laws, ordinances, codes, by-laws, rules and regulations, including those related to zoning, building, health, safety and sanitation.

4. Additional Rules and Requirements:

- a. In the event that the Board of Trustees are required or deem it necessary or appropriate to conduct inspections, repairs or replacements to any common areas upon or against which any portion of a deck, porch or patio is adjacent and the Board of Trustees determine, in their reasonable discretion, that the deck, porch or patio (or a portion thereof) must be removed to conduct any such work, the Board of Trustees may remove such portion of the deck, porch or patio as necessary and the Unit Owner shall be responsible for any and all costs and expenses associated with such removal and replacement of the same.
- b. Notwithstanding obligations of each Unit Owner set forth above, the Board of Trustees shall have the right, but not the obligation, in the event that a Unit Owner fails to properly maintain, repair or replace any deck, porch or patio as provided herein, after written notice from the Board of Trustees, to arrange and/or perform necessary maintenance, repair or replacement as if the same were common areas as defined under the Master Deed and any and all costs or expenses associated with such maintenance, repair or replacement undertaken by the Association shall be assessed to the appropriate Unit Owner as common area fees. All fees may be collected by the Board of Trustees as a common area fee pursuant to M.G.L. c. 183A, §6 and, if unpaid, shall constitute a lien on the Unit, together with all costs of collection thereof, including reasonable attorney's fees.
- c. Any failure to comply with the obligations set forth under this rule shall be a default of this rule, and shall subject the offending Unit Owner to the enforcement provisions of the Condominium documents as well as the enforcement provisions set forth herein. All remedies, wherever they may appear including, but not limited to, the Condominium documents as they may be amended, Massachusetts General Laws as they may be amended, and this rule, are cumulative. Any and all sums due or payable hereunder as a result of the default of this rule shall be a personal liability of the Unit Owner and, in addition, constitute a lien on said Unit, pursuant to M.G.L. c. 183A. Said amount shall be collected as a lien pursuant to M.G.L. c. 183A and M.G.L. c. 254, §5 and §5(a).

Any part of this resolution which is deemed unenforceable will be severed and it shall be interpreted and construed so as to be enforceable to the extent and in such situations as may be permitted by applicable law and in any event, the partial or total enforceability of such provisions shall not affect in any manner, the validity, enforceability or effect of the remainder of this resolution; and, in such event, all of the provisions of this resolution shall continue in full force and effect as if such invalid provision had never been included herein.”

II. In all other respects, the Rules and Regulations of the Condominium are hereby ratified and affirmed.

[Signatures Appear on the Following Page(s)]

Executed under seal this 13th day of JULY, 2023, by the Board of Trustees of the Sugarloaf Condominium Trust.

Wendy S. Fuller

Print Name: Wendy S. Fuller

B. A. St. Peters

Print Name: Bruce A. St. Peters

[Signature]

Print Name: THOMAS WOLSLEGEL

[Signature]

Print Name: MARK FABIANOWICZ

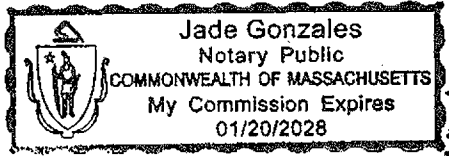
Print Name: _____

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

July, 14, 2023

On this 14th day of JULY, 2023, before me, the undersigned notary public, personally appeared Mark Fabianowicz, proved to me through satisfactory evidence of identification, which was Driver License, to be a person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose, as a duly authorized member of the Board of Trustees of the Sugarloaf Condominium Trust.



[Signature]
Official Signature and Seal of Notary
My Commission Expires: 1/20/2028