

Hampshire County Registry of Deeds  
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**Hampshire County Registry of Deeds**  
**Mary Olberding, Register**  
**60 Railroad Avenue**  
**Northampton, MA 01060**  
**413-584-3637**  
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FIRST AMENDMENT TO THE  
DECLARATION OF TRUST AND BY-LAWS  
LOVELL HOUSE CONDOMINIUMS

WHEREAS, ANNE STRIGHT, YING WANG, KEVIN WEINMAN, JAY SILVERSTEIN, HARRY PELTZ, and CHRIS NAGI are one hundred percent (100%) of the Trustees and ANNE STRIGHT, ANNE MASSEY, YING WANG, DAN WANG, KEVIN WEINMAN, BETH WEINMAN, JAY SILVERSTEIN, KAREN SILVERSTEIN, HARRY PELTZ, LINDA PELTZ, and CHRIS NAGI one hundred percent (100%) of the Unit Owners with one hundred percent (100%) of the beneficial interest of the LOVELL HOUSE CONDOMINIUM TRUST (hereinafter the "Trust"), dated December 14, 2018, and recorded in the Hampshire County Registry of Deeds in Book 13174, Page 155 (See Appointment of Trustees dated 01/30/2020, and recorded in the Hampshire County Registry of Deeds in Book 13971, Page 125);

WHEREAS, Article VII, Section 1 allows amendments to the Trust by the Trustees with consent in writing of the Unit Owners entitled to more than sixty percent (60%) of the beneficial interest;

WHEREAS, this Amendment is considered a consent in writing of the Unit Owners entitled to more than sixty percent (60%) of the beneficial interest;

WHEREAS, more than sixty percent (60%) of the Unit Owners entitled to more than sixty percent (60%) of the beneficial interest consent to deleting, amending, and replacing provisions of the Declaration of Trust and By-Laws;

NOW THEREFORE, the Trustees with writing consent of one hundred percent (100%) of the Unit Owners with one hundred percent (100%) of the beneficial interest hereby agree to the following changes to the Declaration of Trust and By-Laws;

**Amend Article III-The Trustees by adding the following:**

Section 1.1 Election of Officers: Three (3) Officers (Chairperson, Treasurer, and Secretary) will be elected from any of the unit owners. Officers will be elected at the annual meeting, serving for three (3) years.

Section 1.2 Removal of Officers: Upon the affirmative vote of a majority of the Trustees, any Officer may be removed, either with or without cause, and his/her successor may be elected at a regular meeting of the Trustees or at special meeting called for that purpose.

**Amend Article IV, Section 4-Insurance, Subsection A and Subsection D in its entirety and replace with a revised Subsection A and B;**

The Trustees shall obtain and maintain master policies of casualty and physical damage insurance for the benefit and protection of the Trustees and all of the Unit Owners, naming as the insured, and with loss proceeds payable to, the Trustees hereunder, as Insurance Trustees for all of the Unit Owners and their respective mortgagees, as their interest may appear, such insurance to cover all portions of the building, including the common areas and facilities on the Condominium, and all

of the units and all of the fixtures installed therein, but not including furniture or other personal property of the Unit Owner or occupant of a Unit, covering the interest of the Condominium, the Trustees and all Unit Owners and their mortgagees, as their interest may appear, in the amount of equal to 100% of current replacement cost of the building, common areas and facilities, and units forming part of the common elements (hereinafter referred to and collectively known as the "Common Elements"). Such insurance shall be an "All In" policy with \$10,000.00 deductible, be maintained in an amount equal to not less than the replacement value (exclusive of foundations), as determined by the Trustee, of the insured property, and shall insure against: (a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement; and (b) such other hazards or risks as the Trustees from time to time in their discretions shall determine to be appropriate.

The Trustees shall also so obtain and maintain, unless the same is not obtainable, master policies of insurance with respect to the Common Elements, as described in Section 4-A, for the benefit and protection of the Trustees and all of the Unit Owners, for: (a) comprehensive public liability for personal injury, death, and property damage, and (b) such other risks as the Trustees in their discretion deem it appropriate to insure. All such insurance shall be in such amounts and form as the Trustees shall in their discretion deem appropriate, and shall, insofar as practicable, contain provisions as above set forth with respect to non-cancellation, waiver of subrogation, waiver of defense based on conduct of any Unit Owner as to claims arising out of incidents occurring with the Unit, but shall be the responsibility of each Unit Owner to maintain public liability insurance therefor.

**Amend Article V, Section 1 Powers and Duties of Trustees by adding the following paragraph**

Section 1.1 Powers and Duties of Officers: The Officers shall act by simple majority vote with regard to day-to-day operations and decisions in concert with the Associations' managing agent (e.g., snow removal, lawn/landscaping, fall/spring cleanup, etc.). Operational decisions will be communicated with the Trustees. All agreements, contracts, leases, checks, and other instruments of the Trust can be executed by any Officer of the Trust.

**Amend Article V, Section 7, paragraph A, last sentence as follows:**

Delete "Three quarters (3/4) of the Trustees shall constitute a quorum at all meetings..." and replace with four Trustees shall constitute a quorum at all meetings..."

**Amend Article V, Section 7 Meeting by adding the following paragraph,**

C: Notwithstanding any provision in this Trust to the contrary, the Officers, Trustees and Unit Owners may conduct any meeting or a regularly scheduled, annual or special meeting of the Unit Owners by electronic means (including, by video-conferencing or tele-conferencing). In the event that the Officers or Trustees determine, in their reasonable discretion, to hold a Unit Owner meeting by electronic means, the Officers or Trustees will notify all Owners of that decision and provide access information to allow all Owners to participate electronically with the meeting notice (which shall be sent in advance of the meeting in compliance with the terms of the Trust). The

Trustees may also approve the minutes of any meeting through the use of electronic means (including email, video- or tele-conferencing, fax, or PDF files transmitted over the internet).

The Trustees may elect to permit the Trustees and Unit Owners to vote on matters properly before each such body by electronic means (including by website, voting software, and/or email voting). The Trustees may, from time to time, pursuant to its rule-making authority set forth in this Trust, promulgate and amend policies related to the use and implementation of electronic meetings and voting.

D. Electronic (via email) notices of any meetings shall constitute written notice.

### **Amend Schedule A Lovell House Condominium Rules and Regulations, Section 13 Town of Amherst Permits and Approvals**

Delete provisions pertaining to Trash and Recycling, Landscape Management, and Snow Removal

### **Amend Schedule A Lovell House Condominium Rules and Regulations, to add a new section 15 for Rental Policy and Occupancy Policy**

#### **15. Unit Use Policies**

Notwithstanding Section 8(C)-Use of the Buildings and Restrictions of the Master Deed and in order to preserve the owner-occupied residential quality of Lovell House, the following policies relate to unit use. Restrictions set-forth are for the protection of the property and promotion of the purposes for which the association was created. *Note: Any guideline may be waived by the Board, per 15.3.*

##### 15.1 Rental Policy

- a) Units are limited to occupancy as single-family residences. No student rentals are allowed.
- b) Units may be leased for a period of time not less than six (6) months.
- c) To preserve the owner-occupied residential quality of Lovell House and to assist future buyers in compliance with the mortgage underwriting policies, it will the policy of the Trustees to restrict the number of rental units to no more than 30% of the units.
- d) An owner shall secure permission from the Board of Trustees prior to advertising, listing, or executing a rental. Permission forms will be provided by the Association's managing agent.
- e) The Board of Trustees shall respond to any request within fourteen (14) days.
- f) The Board of Trustees must be notified in writing of the terms and conditions of an approved lease including the names and contact information for all tenants.
- g) No subletting is allowed. This must be stated in any rental agreement signed with tenants.
- h) Tenants are allowed to have pets with permission of the Trustees.
- i) No owner may lease out a unit unless all the accounts of the owner are paid in full.
- j) All tenants must acknowledge receipt of the Rules and Regulations and must abide by them.

### 15.2 Occupancy Policy

- a) Units are limited to occupancy as single-family residences. For a unit that is *neither owner-occupied nor a rental*, an owner shall secure permission from the Board of Trustees in writing of the terms and conditions of any proposed occupancy arrangement, including for family/relatives, that would exceed thirty (30) days. Student occupants living on their own are not allowed. Permission forms will be provided by the Association's managing agent.
- b) The Board of Trustees shall respond to any request within fourteen (14) days.
- c) The Board of Trustees must be notified in writing of the terms and conditions of an approved occupancy arrangement, including the names and contact information for all residents.
- d) All residents must acknowledge receipt of the Rules and Regulations and must abide by them.

### 15.3 Waiver Policy

Appeal of the denial of any occupancy or rental application may be made to the Board of Trustees. The grant of any one waiver or variance by the Trustees shall not be interpreted as a departure from the policies set forth in 15.1 and 15.2.

### 15.4 Fine Policy

- a) A fine of ONE THOUSAND DOLLARS (\$1,000) will be imposed against any owner who fails to secure advance permission for occupancy, rental, or allows a tenant to sublet.
- b) Failure of any resident, tenant, or owner to follow the Rules and Regulations may result in fines against the unit owner (17.2).

### **Amend Schedule A Lovell House Condominium Rules and Regulations, to add a new section 16 for Additions, Alterations, or Improvements by Units Owners**

No Unit owner shall make any structural alteration or improvement to their unit without informing and receiving consent of the Trustees. Contractor information, including license, insurance certificate, and contact information shall be included in any written request. Requests shall be submitted to the Association's managing agent who, in turn, will share with the Trustees.

The Trustees shall have the obligation to answer any written request for approval within fourteen (14) days after such a request.

### **Amend Schedule A Lovell House Condominium Rules and Regulations, to add a new section 17 for General**


17.1 Any formal complaint regarding the management of the Condominium or regarding actions of other Unit Owners shall be made in writing to the Association's managing agent who, in turn, will notify the Trustees.

17.2 Violations of these Rules and Regulations or the provision of any other Condominium Instrument shall be punishable by a fine from One Hundred and 00/100ths (\$100.00) to Five Hundred and 00/100ths (\$500.00) per violation per day for each day as determined by the Trustees such violation persists after notification by the Trustees. Said fine may be assessed exclusive and

in addition to any costs incurred by the Trust as a result of and to remove, eliminate or bring about the cessation of the violation. The amounts due, if not paid when due, shall constitute a lien on the Unit assessed.

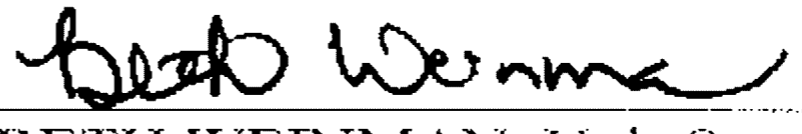
(Signature Page to Follow)

EXECUTED as a sealed instrument this 11 day of January, 2021.

  
\_\_\_\_\_  
CHRIS NAGL, Trustee/Unit Owner

EXECUTED as a sealed instrument this 18<sup>th</sup> day of January, 2021.

  
\_\_\_\_\_  
KEVIN WEINMAN, Trustee/Unit Owner

  
\_\_\_\_\_  
BETH WEINMAN, Unit Owner

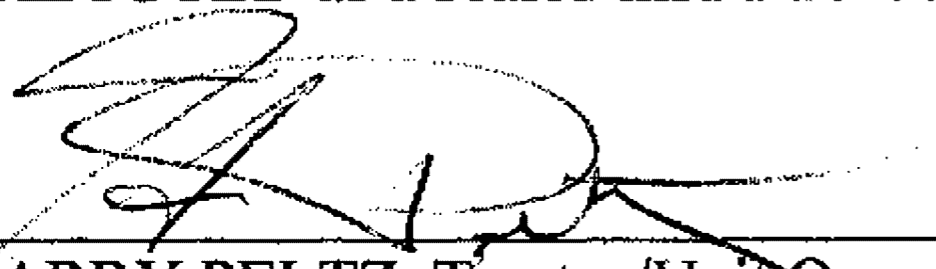



EXECUTED as a sealed instrument this 6 day of January, 2021.

  
\_\_\_\_\_  
JAY SILVERSTEIN, Trustee/Unit Owner

  
\_\_\_\_\_  
KAREN SILVERSTEIN, Unit Owner

EXECUTED as a sealed instrument this 10 day of January, 2021.

  
\_\_\_\_\_  
HARRY PELTZ, Trustee/Unit Owner

  
\_\_\_\_\_  
LINDA PELTZ, Unit Owner

EXECUTED as a sealed instrument this 14 day of January, 2021.

  
ANNE STRIGHT, Trustee/Unit Owner

  
ANNE MASSEY, Unit Owner

COMMONWEALTH OF MASSACHUSETTS

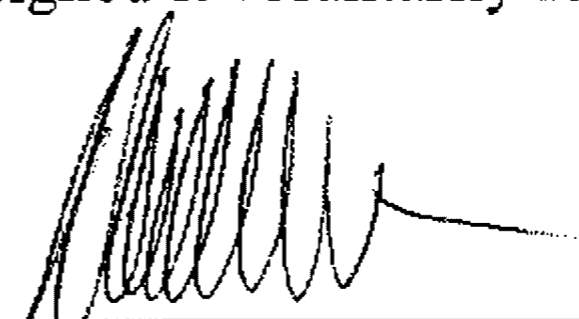
HAMPSHIRE, ss

JANUARY 14, 2021

On this day, before me, the undersigned notary public, personally appeared ANNE STRIGHT, Trustee of the Lovell House Condominiums, and proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the above document, and acknowledged to me that she signed it voluntarily for its stated purpose.



**MATTHIEU J. MASSENGILL**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires May 21, 2021

  
\_\_\_\_\_  
Matthieu J. Massengill, Notary Public  
My commission expires: May 21, 2021