

Franklin County Registry of Deeds  
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Recording Information

Document Number	: 5938
Document Type	: VOTE
Recorded Date	: July 18, 2023
Recorded Time	: 08:43:32 AM
Recorded Book and Page	: 08192 / 201
Number of Pages(including cover sheet)	: 5
Receipt Number	: 194322
Recording Fee	: \$105.00

**Franklin County Registry of Deeds  
Scott A. Cote, Register  
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43 Hope Street  
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413-772-0239  
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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 13<sup>th</sup> 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 finished basement spaces in any Unit 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:

*1. The Rules and Regulations of the Condominium are hereby amended by adding and adopting the following provisions relative to finished basement spaces:*

"RULE RELATIVE TO FINISHED BASEMENT SPACES

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 finished basement space within any Unit, and all associated component parts 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.

1. **Responsibility for Finished Basement Spaces:** 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 finished basement area as if the same were part of the Unit. 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 the finished basement spaces 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. Any and all contractors or vendors retained by any Unit Owner in connection with work related to a finished basement space shall be licensed and insured. Unit Owners shall provide the Board with evidence of such licensed and insured status upon request.
- b. 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.
- c. 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.
- d. 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.
- e. 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. Additional Rules and Requirements:**

- a. In the event that the Board of Trustees are required or deem it necessary or appropriate to conduct inspections, maintenance, repairs or replacements to any common areas upon, behind or against which any portion of a finished basement space is adjacent (including, without limitation, foundation floors or walls or common utility lines) and the Board of Trustees determine, in their reasonable discretion, that the finished basement elements (or a portion thereof) must be removed to conduct any such work, the Board of Trustees may remove such portion of the finished basement space 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 finished basement space 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 13<sup>th</sup> day of JULY, 2023, by the Board of Trustees of the Sugarloaf Condominium Trust.

Wendy S. Fuller

Print Name: Wendy S Fuller

Bruce A. St. Peters

Print Name: Bruce A. St. Peters

Thomas Wolslegel

Print Name: THOMAS WOLSLEGEL

Marc Fabianowicz

Print Name: MARC FABIANOWICZ

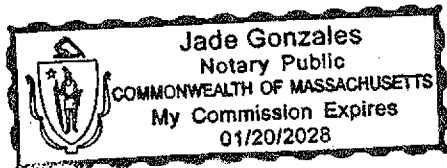
Print Name: \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Franklin, ss.

July, 14, 2023

On this 14<sup>th</sup> day of July, 2023, before me, the undersigned notary public, personally appeared MARC 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.



Jade Gonzales  
Official Signature and Seal of Notary  
My Commission Expires: 1/20/2028