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**CERTIFICATE OF VOTE AND RESOLUTION OF THE  
BOARD OF TRUSTEES OF THE ECHO HILL TOWNHOUSE  
CONDOMINIUM TRUST**

This Certificate of Vote and Resolution is made this 12th day of April, 2012 by the Board of Trustees of the Echo Hill Townhouse Condominium Trust.

WHEREAS, the original Master Deed and Declaration of Trust and By-Laws of the Echo Hill Townhouse Condominium Trust are recorded with the Hampshire County Registry of Deeds at Book 1726, Page 135 and Book 1726 , Page 165 , respectively; and

WHEREAS, Article VII , § D of the Declaration of Trust and By-Laws authorizes the Board of Trustees to adopt Rules and Regulations governing 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 are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the Common Areas and Facilities; and

WHEREAS, the Master Deed and Declaration of Trust of said Trust and By-Laws as well as Chapter 400 of the Acts of 1992, authorize the Trustees to levy reasonable fines against unit owners and/or tenants for violations of the Condominium Documents and Rules and Regulations; and

WHEREAS, the Board of Trustees of the Echo Hill Townhouse Condominium Trust desire to make reasonable Rules and Regulations regarding the care, maintenance, repair and replacement of windows, doors, their respective frames, and sliders and to create fines thereto.

NOW THEREFORE, the Trustees of the Echo Hill Townhouse Condominium Trust, acting pursuant to the authorities contained in Article VI and VII section D of the Declaration of Trust and By-Laws pursuant to a duly authorized meeting and quorum as set forth therein, do hereby promulgate the following Administrative Rules and Regulations of the Echo Hill Townhouse Condominium Trust:

**I. RESOLUTION ON REPLACING WINDOWS, DOORS, THEIR RESPECTIVE  
FRAMES, and SLIDERS**

Notwithstanding any provision in the Rules and Regulations of the Echo Hill Townhouse Condominium Trust, the following shall take effect and precedent over the same:

Pursuant to General Law Chapter 183A, §6(a)(ii), the Board of Trustees has determined that the windows, doors, their respective frames, and sliders are hereby classified as part of the Unit and/or limited common elements and the Unit Owner shall be responsible for the care, maintenance, repair and replacement of the same, all pursuant to the Condominium Documents. In regards to said obligations, the following shall apply:

1. No Unit Owner shall make any addition, alteration or improvement in or to the Unit as it relates to windows, doors, their respective frames, and sliders without prior written consent of the Board of Trustees. Under no circumstance, shall any installation of skylights be permitted.
2. In the event that a Unit Owner desires to undertake the care, maintenance, repair and/or replacement of the windows, doors, their respective frames, and sliders or is required by the Board to do so as a result of the condition of the same, the Unit Owner must comply with the following provisions:
  - A. Secure the prior written approval of the Board of Trustees.
  - B. Use approved contractors for any said work. The reason for the use of approved contractors is that the Trust may be responsible for any repair of collateral damage to the common area which would generate two (2) invoices in any said project, one of which would be sent to the Trust for the collateral damage and the second to the Unit Owner for the maintenance, repair and/or replacement of any of the above items.
  - C: **Windows** in the units to be Anderson 400 series C1 and C2 with Low-E4 Smart-Sun Clear Glass in exterior color of Terratone. All upper story windows to have Tempered glass and break-away hinges. All window trim is to be continuous Terratone colored PVC coil with a center Terratone PVC coated textured aluminum panel. All work shall be hembend to the brick to conceal any caulk. Any band molding to be hembend with butt joints and no face nailing.
  - D: **Storm Doors** in the front of the unit shall be Anderson 3000 series, Self-Storing Slide-away Insect Screens in color white with Tempered clear glass. The door hardware shall be nickel.
  - E: **Carport exterior doors** shall be 200 Series Self -Storing with Retractable Insect Screen in white color with Tempered clear glass. The door hardware shall be nickel.
  - F: **Sliding Glass doors**: Anderson 200 Series Narroline Patio custom doors in Terratone color with Low-E4 Smart-Sun Tempered Clear glass., Door trim to be Andersen 2"Brick mould in Terratone. The door hardware shall be stone.
3. **Non-Trust Approved Contractor**: If a Unit Owner does not use a Trust approved contractor, then first the Unit Owner must submit the name of the contractor to perform work on the property as well as evidence of insurance which must be approved by the Board of Trustees. Second, the work to be undertaken must be coordinated with the Board of Trustees through its managing agent. Any contractor who performs work under this provision must be licensed and Lead Paint Certified and the Unit Owner and/or contractor must provide the Trust with any and all building permits necessary prior to undertaking any work and at the close of the work a copy of the final approval granted by the approving authority. In the event of a default of this provision, the Unit Owner shall be responsible for all costs incurred by the Board of Trustees including attorney's fees, fines and any damages caused to the common area or other Units as a result of the work contemplated hereunder.

4. General Requirements:

- A. The Unit Owner shall be responsible for obtaining all necessary permits and/or licenses required to undertake the construction contemplated hereunder.
  - B. The work contemplated 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. All work hereunder shall be commenced within thirty (30) days from the date of any approval received by the Board and completed within sixty (60) days from the date of approval by the Board, the failure of which shall render said approval null and void.
  - D. Any work done hereunder shall not result in any other exterior modifications except as set forth hereunder.
  - E. No debris resulting from the work contemplated 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 contractors at the Unit Owner's expense. No materials may be stored in the common areas.
  - F. The contractors shall only use areas specifically designated for parking.
  - G. 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.
5. The failure of any obligations set forth hereunder shall be a default of the same and subject the Unit Owner to the enforcement provisions of the Condominium Documents as well as the enforcement provisions set forth in this Rule. 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. In addition the Unit Owner shall be responsible for all costs incurred by the Board of Trustees in enforcing this Rule, including attorney fees and damage caused to the common area or other Units as a result of the work contemplated hereunder.
6. A penalty of \$200.00 per incident per month will be assessed against any Unit Owner not complying with this Rule. All said sums due hereunder as a result of the default of this Rule shall be a personal liability of the Unit Owners 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).
7. The Unit Owners agree to indemnify and hold harmless the Trustees from any and all work contemplated hereunder and any and all damages relative to the same. This indemnification shall similarly include any and all causes of action which the Unit Owners may have against

the Trustees as a result of the issuance of permission to perform the work hereunder. The Unit Owners agree to release the Trustees, their agents, servants and/or employees from any and all liability related not only to this Rule, but to the execution of the default provisions hereunder. This indemnification shall include reimbursing the Trustees for any costs to enforce this Rule as well as any legal action brought against the Trustees and/or judgments received thereto as well as the cost of the defense, attorney's fees and any judgments received. Further, this indemnification shall include the payment of any judgments as a result of damage, whether personal and/or to property as a result of this Rule, the breach of this Rule, and any work contemplated hereunder. Finally, notwithstanding anything hereunder, this indemnification shall include the Unit Owners' obligation to defend any action brought against the Trustees by any other Unit Owners for granting permission to perform work and for the Unit Owners' construction, maintenance, replacement and/or restoration described hereunder. As set forth above, this shall include the payment of any and all judgments received and the Unit Owners agree to be primarily responsible for the defense of any said action.

8. Specifically the Board reserves their right to enter the Unit and undertake such corrective actions as are necessary and bill the Unit Owner all costs associated with the same, including legal fees and fines.
9. Notwithstanding anything hereunder, the windows, doors, their respective frames, and sliders including interior and exterior frames, in the Units who have replaced their windows with Board approval within the past 5 years and are in good repair are not subject to this Resolution Rule. However, upon the completion of this project, the windows, doors, their respective frames, and sliders including interior and exterior frames, shall be part of the Unit and/or limited common area to which this Rule will thereafter apply.
10. Any part of this Rule 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 effect in any manner, the validity, enforceability or effect of the remainder of this Rule; and, in such event, all of the provisions of this Rule shall continue in full force and effect as if such invalid provision had never been included herein.
11. Under no circumstances shall any work be undertaken unless in conformity with this Resolution.

All remedies hereunder shall be cumulative.

In all other respects, the Rules and Regulations of the Echo Hill Townhouse Condominium Trust are hereby ratified and affirmed.

IN WITNESS WHEREOF the Board of Trustees has executed this instrument under seal this 12 day of April, 2012.

[Signature]  
Benjamin Garvey

[Signature]  
Paula O'Brien

[Signature]  
Constance Hamilton

[Signature]  
Sally Chaffee

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COMMONWEALTH OF MASSACHUSETTS

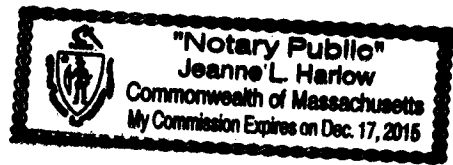
HAMPSHIRE, ss.

April 12, 2012

On this 12 day of April, 2012, before me, the undersigned notary public, personally appeared Benjamin Garvey, Paula O'Brien, Constance Hamilton and Sally Chaffee, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the duly authorized Board of Trustees of the Echo Hill Townhouse Condominium Trust.

[Signature]  
Official Signature and Seal of Notary

My Commission Expires: \_\_\_\_\_



ATTEST: HAMPSHIRE, Patricia A. Plaza REGISTER  
PATRICIA A. PLAZA