



2021 00019312

Bk: 14212Pg: 334 Page: 1 of 8

Recorded: 08/05/2021 10:45 AM

**CERTIFICATE OF VOTE AND RESOLUTION OF THE BOARD OF TRUSTEES OF THE OLD SCHOOL COMMONS CONDOMINIUM ASSOCIATION**

This Certificate of Vote and Resolution ("Resolution") is made this 15<sup>th</sup> day of JUNE, 2021, by the Board of Trustees of the Old School Commons Condominium Trust (the "Trust"), the organization of unit owners of the Old School Commons Condominium, a residential condominium established by Master Deed and Declaration of Trust dated September 5, 2003, and recorded with the Hampshire County Registry of Deeds at Book 7449, Page 1, and Book 7449, Page 45, respectively, as amended.

WHEREAS, the Declaration of Trust authorizes the Board of Trustees, from time to time, to adopt, amend and rescind rules and regulations governing the details of the operation and use of the Units and Common Areas of the Condominium; and

WHEREAS, the Board of Trustees has voted to adopt new rules regarding the care, maintenance, repair and replacement of windows and their component parts, the substance of which is set forth below,

NOW THEREFORE, the Board of Trustees of the Old School Commons Condominium Trust, acting pursuant to the authorities contained in the Declaration of Trust, does hereby amend the rules and regulations of the Old School Commons Condominium as follows:

**1. The rules and regulations of the Old School Commons Condominium are hereby amended by adding the following new paragraphs:**

**"WINDOW OBLIGATIONS:**

Notwithstanding any provision in the Condominium documents to the contrary, pursuant to Massachusetts General Laws Chapter 183A, §6(a)(ii), the Board of Trustees has determined that all windows, together with all component parts of such windows and their interior and exterior trim and frames (collectively, all such elements are hereinafter referred to as "windows" ), are hereby classified as part of the Unit and/or limited common elements appurtenant to the Unit for any Unit in either the Hawley or Sullivan Buildings, and each Unit Owner of a Unit in either of those Buildings shall be responsible for the care, maintenance, repair and replacement of the same, all pursuant to the Condominium documents and rules and regulations. Windows appurtenant to the Units in the Sheehan Building shall also constitute limited common areas, and shall be the responsibility of the Unit Owner, but shall not be replaced without the prior written consent of the Trustees on account of the historical classification of the Sheehan Building.

Any Unit Owner undertaking any repair, replacement or maintenance of any exterior windows or any part thereof must comply with the following obligations:

1. In the event that a Unit Owner desires to undertake maintenance, repair and/or replacement of windows, or is required by the Board of Trustees 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 for any repair or replacement; and,
  - b. Provide a list of the location of the windows the Unit Owner desires to repair or replace, along with the type of window and materials thereto.
2. Each Unit Owner shall also comply with the following general requirements as to windows:
  - a. The Unit Owner shall be responsible for obtaining all necessary permits and/or licenses required to undertake any work authorized hereunder.
  - b. All work authorized 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. Any work authorized hereunder shall not result in any other exterior modifications except as set forth hereunder.
  - d. Any contractor who performs work must provide the Board of Trustees any and all building permits to undertake any work contemplated hereunder. Said contractors must also provide evidence of insurance. Both must be provided to the Board prior to any work being commenced. The insurance shall be subject to the Board's approval.
3. If a Unit Owner fails to comply with the provisions of this Resolution, the Unit Owner shall be subject to the enforcement provisions of the Condominium documents as well as the enforcement provisions set forth in this Resolution. 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 Resolution are cumulative. In addition, the Unit Owner shall be responsible for all costs incurred by the Board of Trustees in enforcing this Resolution, including attorney's fees and fines and any damage caused to the common area or other Units as a result of the work contemplated hereunder. All said sums due hereunder as a result of the default of this Resolution 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).
4. The Unit Owner agrees to indemnify and hold harmless the Board of Trustees from any and all work contemplated or authorized hereunder and any and all damages relative to the same. This indemnification shall similarly include any and all causes of action which the Unit Owner may have against the Board of Trustees as a result of the issuance of permission to perform the work hereunder. The Unit Owner agrees to release the Trustees, their agents, servants and/or employees from any and all liability



related not only to this Resolution but to the execution of the default provisions hereunder. This indemnification shall include reimbursing the Trustees for any costs to enforce this Resolution 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 Resolution, the breach of this Resolution, and any work contemplated hereunder.

5. The Board of Trustees reserves the right to act pursuant to Condominium documents in the event that a Unit Owner fails to undertake any maintenance, repairs, replacement or other related actions which are mandated by the Board and specifically 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."

**2. Except as expressly set forth herein, the rules and regulations, as previously amended, are hereby ratified and affirmed. In the event that any part of this Resolution shall be determined to be invalid or unenforceable, the amendment shall be interpreted and construed so as to be enforceable as 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 part shall not affect in any manner, the validity, enforceability or effect of the remainder of this amendment.**

SIGNATURE PAGES TO FOLLOW

**BOARD OF TRUSTEES OLD SCHOOL COMMONS CONDOMINIUM TRUST**

Barbara Hurley  
Barbara Hurley, Trustee

July 23, 2021  
Date

STATE of CONNECTICUT

On this 23<sup>rd</sup> day of July, 2021, before me, the undersigned notary public, personally appeared Barbara Hurley, proved to me through satisfactory evidence of identification, which was self, to be the person who signed his/her name 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 Old School Commons Condominium Trust.

58 Easton  
Fairfield County

Valerie J Buckley  
Name:  
My Commission Expires:



Official Signature and Seal of Notary

**VALERIE J. BUCKLEY**  
**NOTARY PUBLIC**  
**MY COMMISSION EXPIRES APR. 30, 2024**

**BOARD OF TRUSTEES OLD SCHOOL COMMONS CONDOMINIUM TRUST**

Michael Gove  
Michael Gove, Trustee

7/22/21  
Date

**Commonwealth of Massachusetts**

Hampshire, ss.

On this 22<sup>nd</sup> day of July, 2021, before me, the undersigned notary public, personally appeared Michael Gove, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person who signed his/her name 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 Old School Commons Condominium Trust.



Official Signature of Notary

Miranda M. Goncalves  
Name: Miranda M. Goncalves  
My Commission Expires: 3/16/2023

**BOARD OF TRUSTEES OLD SCHOOL COMMONS CONDOMINIUM TRUST**

  
\_\_\_\_\_  
John Dion, Trustee

7-21-21  
Date

**Commonwealth of Massachusetts**

Hampshire, ss.

On this 21 day of July, 2021, before me, the undersigned notary public, personally appeared John Dion, proved to me through satisfactory evidence of identification, which was Drivers License, to be the person who signed his/her name 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 Old School Commons Condominium Trust.

  
\_\_\_\_\_  
Name:  
My Commission Expires: 8/22/25

Official Signature and Seal of Notary





**BOARD OF TRUSTEES OLD SCHOOL COMMONS CONDOMINIUM TRUST**

Cynthia Magrath  
Cynthia Magrath, Trustee

07/22/2021  
Date

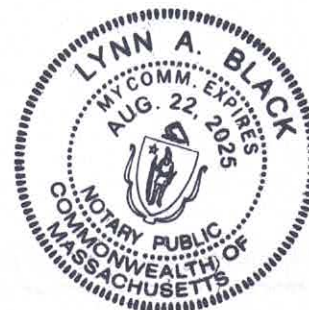
**Commonwealth of Massachusetts**

Hampshire, ss.

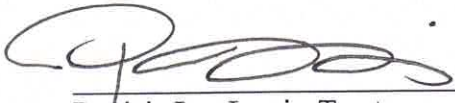
On this 22 day of July, 2021, before me, the undersigned notary public, personally appeared Cynthia Magrath, proved to me through satisfactory evidence of identification, which was Drivers License, to be the person who signed his/her name on the preceding or attached document and acknowledged to me that he/she signed it voluntarily for its stated purpose, as a duly authorized member of the Board of Trustees of the Old School Commons Condominium Trust.

Lynn A. Black  
Name:  
My Commission Expires: 8/22/25

Official Signature and Seal of Notary



**BOARD OF TRUSTEES OLD SCHOOL COMMONS CONDOMINIUM TRUST**

  
\_\_\_\_\_  
Patricia Lee Lewis, Trustee

7-21-21  
Date

**Commonwealth of Massachusetts**

Hampshire, ss.

On this 21 day of July, 2021, before me, the undersigned notary public, personally appeared Patricia Lee Lewis, proved to me through satisfactory evidence of identification, which was Drivers License, to be the person who signed his/her name 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 Old School Commons Condominium Trust.

  
\_\_\_\_\_  
Name:  
My Commission Expires: 8/22/25

Official Signature and Seal of Notary

ATTEST: HAMPSHIRE,  REGISTER  
**MARY COLBERDING**

