



2006 00011547

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## THE MILL AT STONEY BROOK CONDOMINIUM TRUST

### AMENDMENT TO RULES AND REGULATIONS

#### Insurance Resolution

We the undersigned, being a majority of the Board of Trustees of the Mill at Stoney Brook Condominium Trust, under Declaration of Trust dated July 29, 1983 and recorded with the Hampshire County Registry of Deeds in Book 2376, Page 297 ("Trust"), as amended, do hereby adopt the following policy resolution to establish orderly procedures relating to property insurance claims, repairs and deductibles pursuant to the provisions as set forth in Article V, Section 5.14 of said Trust as follows:

1. Master insurance policy: The Condominium shall maintain insurance as required by Article V, Section 5.5 of the Trust (the "Master Policy").
2. The Trustees shall determine the amount of the deductible.
3. For any claim a Unit Owner makes against the Trust's Master Policy, regardless of cause, the Unit Owner shall be responsible for the payment of the Master Policy deductible. In connection therewith, the Trustees, in their sole discretion, shall have the right to apportion the deductible among multiple Unit Owners sustaining property damage to their Units, or to waive the deductible in whole or in part, or to assess the deductible, in whole or in part, to a Unit Owner who has caused, through negligence or accident, damage to the Common Area or to another Unit.
4. Each Unit Owner shall be solely responsible for obtaining his or her own insurance coverage in appropriate kinds and amounts to insure his or her Unit, personal effects and contents, Unit improvements and coverage for the Trust's Master Policy deductible.
5. No Unit Owner shall file a claim against the Trust's Master Policy for damage to his or her Unit for an amount less than the Master Policy's deductible, which deductible shall be determined by the Trustees from time to time.
6. The Trustees shall adopt from time to time procedures to be followed by the Trust and Unit Owners for filing a claim under the Master Policy.
7. The Trust shall not be responsible for repairs to a Unit for damage caused by the Unit Owner's negligence or the failure of an appliance, fixture, or other device solely under the control of the Unit Owner.

8. The Trust shall not be responsible for any damage to a Unit not covered under the Master Policy, including, but not limited to damage to personal property, improvements, or rent loss.
9. All terms not otherwise defined in this Resolution shall be as defined in the Trust.

Executed under seal this 3<sup>rd</sup> day of April, 2006.

Majority of the Trustees  
of the Mill at Stoney Brook Condominium Trust  
and not individually

Jenna Rostek  
John W. Gregory JOHN W. GREGORY  
Rudolph F. Mutter RUDOLPH F. MUTTER  
Lauren J. Scott LAUREN J. SCOTT

COMMONWEALTH OF MASSACHUSETTS

Hampshire County, ss.

On this 3<sup>rd</sup> day of April, 2006, before me, the undersigned notary public, personally appeared Jenna Rostek, John W. Gregory, Rudolph F. Mutter and Lauren J. Scott, and proved to me through satisfactory evidence of identification, being (check whichever applies):  driver's license or other state or federal governmental document bearing a photographic image,  oath or affirmation of a credible witness known to me who knows the above signatory, or  my own personal knowledge of the identity of the signatory, to be the persons whose names are signed above, and acknowledged the foregoing to be signed by them voluntarily, in their capacity as trustees, for its stated purpose.

Ethel L. Lee  
 Notary Public  
 My Commission Expires: February 8, 2013  
 Print Notary Public's Name: Ethel L. Lee  
 Qualified in the Commonwealth of Massachusetts

The Mill at Stoney Brook

The following is the revised regulation (Sec 3.6.) to be inserted in your Condominium Bylaws as amended on November 3, 1997

The Board of Trustees, by amendment to the Rules and Regulations governing the condominium hereby assess a fee of seventy-five dollars (\$75.00) to any unit owner with an interior entrance each and every time a tenant of a rental unit moves in or out of the condominium. This fee is put in place to defray costs of wear and tear of entrance areas because of movers

EXECUTED as a sealed instrument this 4<sup>th</sup> day of Nov, 1998.

Trustees of The Mill at Stoney Brook Condominium Trust

John Gregory  
John Gregory  
Trustee as aforesaid and not Individually

Robert Greenberg  
Robert Greenberg  
Trustee as aforesaid and not Individually

Letitia Mutter  
Letitia Mutter  
Trustee as aforesaid and not Individually

Pearl H Edwards  
Pearl Edwards  
Trustee as aforesaid and not Individually

Diane Schmidt  
Diane Schmidt  
Trustee as aforesaid and not Individually

Kathleen Sharkey  
Kathleen Sharkey  
Trustee as aforesaid and not Individually

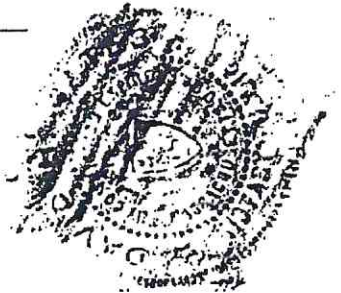
COMMONWEALTH OF MASSACHUSETTS

\_\_\_\_\_, ss Nov 4, 1998

Then personally appeared the above named Trustees of The Mill at Stoney Brook Condominium Trust and acknowledged the foregoing to be their free act and deed, as Trustees, before me,

David H. Gates  
Notary Public

DAVID H. GATES  
NOTARY PUBLIC  
My Commission Expires July 10, 2003



ATTEST: HAMPSHIRE, Marianne L. Donohue, REGISTERED  
MARIANNE L. DONOHUE

