

AFFECTED PREMISES:
WILDWOOD COURT CONDOMINIUM I, II, III
48 CHAPEL STREET
NORTHAMPTON, MA 01060

**WILDWOOD COURT CONDOMINIUM
2020 AMENDMENT
TO THE BY-LAWS**

Whereas Wildwood Court Management, Inc. (hereinafter "Company") is a nonprofit association of owner/members of the three condominiums referenced herein, said Company established by an Operating Agreement dated March 25, 1998 and recorded in the Hampshire Registry of Deeds book 5360 page 139; and

Whereas the Bylaws of Wildwood Court Condominium I are recorded in said Registry in book 4707 page 171; the Bylaws of Wildwood Court Condominium II are recorded in said Registry in book 4761 page 1; and the Bylaws of Wildwood Court Condominium III are recorded in said Registry in book 5259 page 301; and

Whereas all three condominiums have the identical Article XI; and

Whereas at a Special Meeting held on June 7, 2020, with the required quorum, the directors/managers unanimously accepted the results of the referendum of owner/members, whose votes to adopt this amendment were tabulated on June 7, 2020;

Be it recognized that at said Special Meeting, the following amendment was adopted:

**AMENDMENT TO "ARTICLE XI. INSURANCE: PARAGRAPH 1" OF EACH OF THE
BY-LAWS OF THE WILDWOOD COURT CONDOMINIUM I, II & III**

ARTICLE XI INSURANCE, paragraph 1, of each of the Bylaws is deleted in its entirety, and replaced as follows:

“ARTICLE XI INSURANCE:

1. The Managers shall obtain and maintain, to the extent available, master policies of casualty and physical damage insurance for the benefit and protection of the Managers and all of the Unit Owners, naming as the insured, and with loss proceeds payable to the Managers, as Insurance Trustees for all of the Unit Owners and their respective mortgagees, as their interests may appear, such insurance to cover the Units, including all fixtures, additions, alterations and improvements thereof, all other portions of the buildings, and all insurable improvements forming part of the Common Elements, but not including the furniture, furnishings or other personal property of the Unit Owners, whether within the Units, or elsewhere. Unit Owners are required to inform the Managers of any substantial improvements in their Unit (e.g. installation of wood floors, floor tiles, upgraded cabinetry or countertops) and to retain receipts for the same. Such insurance shall, unless the same is not obtainable, be maintained in an amount equal to not less than the replacement value, without deduction for depreciation, as determined by the Managers, 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 Managers from time to time in their discretion shall determine to be appropriate, including, but not limited to, vandalism, malicious mischief, windstorm and water damage, earthquake, and boiler and machinery explosion or damage.

The owner of any Unit that suffers damage is responsible for the master policy deductible. If several Units suffer damage, the deductible shall be apportioned among them, based on the size of their claims.

Unit Owners shall carry insurance for their own benefit and at their cost, provided that all such policies shall contain waivers of subrogation. Unit Owners are recommended to obtain loss assessment coverage and loss of use coverage in their HO6 policies.”

The President of said Company, Carlton Soper, was authorized at said meeting to execute this Amendment and record it in the Hampshire Registry of Deeds.

All other provisions of the Bylaws remain in full force and effect.

Wildwood Court Management, Inc.

By *Carlton Soper*
Carlton Soper, Its President, Duly Authorized

COMMONWEALTH OF MASSACHUSETTS

HAMPSHIRE, ss.

On this 17th day of June 2020, before me, the undersigned notary public, personally appeared Carlton Soper, President of Wildwood Court Management, Inc., and proved to me through satisfactory evidence of identification, which were *Mass Drivers License*, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as the free act and deed of said Company.

Cynthia A. Malinowski
Notary Public

My commission expires: *Sept 18, 2020*

