



2022 00015130

Bk: 14621Pg: 29 Page: 1 of 3

Recorded: 07/18/2022 02:47 PM

**THE VILLAGE GREENE CONDOMINIUM
AMENDMENT TO THE DECLARATION OF TRUST**

Reference is hereby made to that certain Declaration of Trust dated December 30, 1986 and recorded with the Hampshire County Registry of Deeds in Book 2916, Page 138, as amended, which Declaration of Trust established, pursuant to Massachusetts General Laws, Chapter 183A, the Village Greene Condominium Trust, the organization of Unit Owners of the Village Greene Condominium, a condominium established pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed dated December 30, 1986 and recorded with the Hampshire County Registry of Deeds in Book 2916, Page 109, as may be amended.

WHEREAS, said Declaration of Trust has heretofore been amended; and,

WHEREAS, the Unit Owners entitled to at least sixty-six and two-thirds percent (66 2/3 %) of the Beneficial Interest desire to further amend said Declaration of Trust as provided in Article XII, Section 1, thereof; and,

WHEREAS, no other consents are required.

NOW, THEREFORE, said Declaration of Trust is hereby further amended in accordance with the provisions of said Article XII, Section 1 as follows:

1. Article II Section 3(a) at end of sentence add the sentence:

Notwithstanding the above sentence, the decks to which Unit Owners have exclusive rights of use shall be maintained, repaired and/or replaced by such Unit Owners having such exclusive use of such deck at the Unit Owner's sole expense in accordance with Article VI Section 8 as amended below. However, the Trust shall continue to provide casualty insurance on said decks and comprehensive liability insurance on said decks.

2. Article VI Section 8(b) at end of sentence add new sentences as follows:

Notwithstanding the above sentence the decks to which Unit Owners have exclusive rights of use shall be maintained, repaired and/or replaced by such Unit Owner having such exclusive use of such deck at the Unit Owner's expense; however, the Condominium Trust will continue to provide casualty insurance on said decks and comprehensive liability insurance on said decks any and all repairs or replacements to any decks shall be done after obtaining the written consent of the Board of Trustees to such repair or replacement. The Unit Owner proposing such repair or replacement will provide the Board of Trustees with plans showing the repairs and replacements, the specifications, color, materials and the names, license number and contract information of any contractor hired to do such work, evidence of such contractor, liability insurance and workmen's compensation insurance for review and approval by the Board. The Unit Owner will pay for and obtain any necessary permits from governmental agencies to do such repairs or replacements and all such repairs and replacements must be constructed in accordance with any applicable codes. All repairs and replacements will be of the same size as the original deck and of a similar style, color and materials as the deck which is being repaired or replaced. However, the Board of Trustees may allow variations of colors, materials and styles in their absolute discretion so as to keep uniformity where the materials, colors and styles may not be duplicated.

In the event that a deck should fail or be damaged as a result of a casualty or an event which damage or failure is not caused by the negligence or intentional act of a unit owner or owners, the condominium trust shall have the sole responsibility to repair such damage or replace such failed deck at its sole cost risk and expense as a common charge. If such failure or damage was caused by a unit owner or owners through negligence or intentional actions, then such unit owner or owners who caused such failure or damage shall repair such damage or replace such failed deck at their sole cost and risk unless such damage or failure is covered under the master casualty insurance policy covered by the condominium trust. In such event the condominium trust will repair or replace such deck and charge the unit owner or owners responsible for such failure or damage the master insurance policy deductible proportionately to such unit owner or owners responsible for such damage or failure.

For purposes of this Amendment decks consists of the sonotube support structures, the supporting beams and posts for said deck and include the stairs, flooring, railing and their support structures and the tie in of the deck to the building where the deck is located.

IN WITNESS WHEREOF, we, the undersigned being a majority of the Trustees of the Village Greene Condominium Trust having first received the vote of the Unit Owners entitled to more at least sixty-six and two-thirds percent (66 23/3%) of the Beneficial Interest, have set our hands and seals this 7 day of JULY, 2022.

Nicole Perrault Wilcox
Nicole Perrault Wilcox, Trustee

Diane Madore
Diane Madore, Trustee

Ed Comeau
Ed Comeau, Trustee

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

On this 7TH day of July, 2022, before me, the undersigned notary public, personally appeared before me Nicole Perrault Wilcox, Diane Madore, and Ed Comeau, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned to be the persons whose names are signed on this document and acknowledged to me that they signed it voluntarily for its stated purpose, as Trustees of said Village Greene Condominium Trust.

Alison Pratt

, Notary Public

My Commission Expires: 2/20/2026



ALISON PRATT
Notary Public
Commonwealth of Massachusetts
My Commission Expires Feb. 20, 2026