



2022 00015129

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Recorded: 07/18/2022 02:47 PM

**THE VILLAGE GREENE CONDOMINIUM
AMENDMENT TO THE MASTER DEED**

Reference is hereby made to that certain Maser Deed dated December 30, 1986. And recorded with the Hampshire County Registry of Deeds in Book 2916, Page 109, as amended, which Master Deed established, pursuant to Massachusetts General Laws, Chapter 183A the Village Green Condominium.

WHEREAS, the Unit Owners desire to change the responsibility for the maintenance, repair and/or replacement of decks where Unit Owners have an exclusive right to use such decks from the Board of Trustees to the Unit Owner who possesses the exclusive right to use such deck; and,

WHEREAS, such change requires an amendment to the Master Deed; and,

WHEREAS, the Unit Owners entitled to at least sixty-six and two thirds percent (66 2/3%) of the Undivided Interest desire to amend said Master Deed as provided in Section 15 thereof in order to change the responsibility for the maintenance , repair and/or replacement of decks where Unit Owners have the exclusive right to use such deck from the Board of Trustees to the Unit Owner who possesses the exclusive right to use such deck; and,

WHEREAS, the written consent of the holders of a majority of the first mortgages on mortgaged units are required by Section 15 of said Master Deed, which consents have been obtained and/or deemed given pursuant to M.G.L. Chapter 183A, Section 23.

NOW, THEREFORE, said Master Deed is hereby amended in accordance with the provisions of said Section 15 as follows:

1. Amend Paragraph 10 at end of second to last paragraph add the following:

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, licensed 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 written 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.

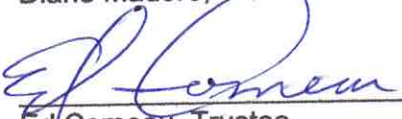
IN WITNESS WHEREOF, we, the undersigned being a majority of the Trustees of the Village Greene Condominium Trust having first received the vote of the Unit Owners entitled to more at least sixty-six and two-thirds percent (66 23/3%) of the Undivided Interest, and the written consent of the holders of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



Nicole Perrault Wilcox, Trustee



Diane Madore, Trustee

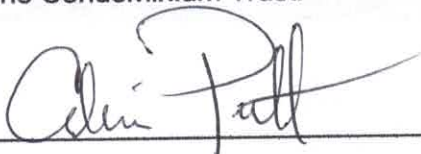


Ed Comeau, Trustee

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.



, Notary Public

My Commission Expires: 2/20/2026



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