

471809

DOCUMENT NO.

HARBORSIDE CONDOMINIUM



471809 (C023 000) Btch:205702
Southern Essex District Registry
9/22/2006 03:41 PM AMEND

Amendment to the Rules and Regulations
Amended & Restated Unit Owner Maintenance Resolution

The undersigned, being a majority of the Board of Trustees of the Harborside Condominium Trust under Declaration of Trust dated October 19, 1983 and filed with the Essex County (S.D.) Registry District of the Land Court as Document No. 191063 and noted on Master Certificate of Title No. C23, as amended, the organization of Unit Owners of the Harborside Condominium (the "Condominium"), do hereby adopt the following administrative resolution as an amendment to the Association's rules and regulations pursuant to Article VIII of the By-laws, as set forth in the Declaration of Trust:

WHEREAS, the Board is empowered to oversee the administration and operation of the Condominium in accordance with the terms and provisions of its constituent documents;

WHEREAS, the Unit Owners are entitled to exclusive possession of their respective Units pursuant to M.G.L. c. 183A, § 4, and also have the responsibility to properly maintain and repair their respective Units pursuant to Article XV of the Declaration of Trust which provides inter alia:

"The Unit Owners shall be responsible for the proper maintenance and repair of the interior of their respective Units."

WHEREAS, the Board seeks to ensure that the Condominium, including the Units, are properly maintained so to prevent mold growth on the Condominium premises;

WHEREAS, it is essential that any moisture and water intrusion be promptly addressed to inhibit the growth of mold;

WHEREAS, it is critical that the Board be alerted immediately to the first signs of water intrusion within a Unit or the common areas of the Condominium to prevent and/or minimize the spread of water intrusion and moisture-related conditions to the Common Elements, the affected Unit and other Units in the Condominium;

WHEREAS, the Unit Owners, having the exclusive possession of their respective Units, are solely able to observe any evidence of water intrusion, excessive moisture and/or corresponding mold growth within said Units; and

WHEREAS, there is a need to establish both orderly and uniform procedures to address moisture and water intrusion in Units and common areas for the purpose of protecting the Units and Common Elements of the Condominium.

NOW, THEREFORE, BE IT RESOLVED, that the following rules, regulations and procedures shall be applicable:

1. Unit Owners shall be responsible to keep up and maintain their Units in a dry and clean manner, and are encouraged to maintain a minimum air temperature of not less than 55° degrees Fahrenheit and, for any Unit with a cooling system, a maximum air temperature of not greater than 77° Fahrenheit. Unit Owners are also encouraged to maintain indoor relative humidity between 30% and 55 % at all times.

2. Unit Owners shall be responsible to:

- (i) clean and dust the surfaces within a Unit on a regular basis;
- (ii) immediately remove visible moisture accumulation on windows, windowsills and any other surfaces within the Unit;
- (iii) immediately clean, dry and disinfect all liquid spills or leaks within the Unit;
- (iv) not block or cover any heating, ventilation or air-conditioning ducts and keep furniture and furnishings away from such ducts;
- (v) engage a professional remediation company to mitigate any damage to the Unit resulting from leaks or spills;
- (vi) replace water heaters, if any, prior to the end of the warranty period;
- (vii) use flood check brand hoses or high pressure equivalent on washing machines, if any;
- (viii) utilize licensed plumbers and electricians for any plumbing or electrical work within the unit;
- (ix) properly maintain, caulk, repair and replace all windows and skylights serving the unit to ensure they remain free of leaks or condensation; and
- (x) notify the Board in writing of a contact person and emergency number if they are away from the unit for a period of two (2) days or more.

3. Unit Owners shall be solely responsible to ensure that any vents or exhaust fans serving the Unit are vented properly to the exterior including, without limitation, bath exhaust vents, stove vents and laundry dryer vents. In the event they are not properly vented, the Unit Owner shall repair the same, obtaining the written consent of the Board prior to undertaking any work in the common areas. In addition, Unit Owners shall be solely responsible to inspect, clean and maintain (including changing filters), at least annually, all such vents and exhaust fans.

4. Unit Owners are required to report immediately, in writing, delivered to the Board:

- (i) any evidence of water leak or water infiltration or excessive moisture in the Unit or common areas;
- (ii) any evidence of mold or fungi growth within the Unit that cannot be completely removed with a common household cleaner; and/or
- (iii) any failure or malfunction of any heating, ventilating or air conditioning system serving the Unit.

5. Unit Owners shall be responsible and liable for any expenses incurred by the Board for the maintenance, repair, replacement, cleaning and remediation to repair the Unit and to remove mold from the Unit in the event the Unit Owner fails to properly and promptly undertake the same. Notwithstanding the foregoing, the Board shall have no obligation to take any action within a Unit, but may do so in its sole discretion. Unit Owners shall allow immediate access to their Unit for such purposes pursuant to Massachusetts General Law, Chapter 183A, §4, Article XV of the Declaration of Trust and Paragraph 7 of the Master Deed.

6. Unit Owners shall be responsible and liable for the expenses incurred by the Board for the maintenance, repair, replacement, cleaning and remediation of any damage to, and to remediate and remove mold from the Unit, other Units and the common areas caused by the Unit Owner's failure to maintain his/her Unit, or arising out of, relating to or resulting from the Unit Owner's failure to comply with the terms of this Resolution, the Master Deed, the Trust or

the Rules and Regulations or for any other reason caused by the Unit Owner's actions. Such costs shall also include all costs incurred by the Trust, including, but not limited to, expenses for industrial hygienists and attorneys' fees.

7. Unit Owners shall be personally responsible and liable for any fines, costs and attorneys' fees for violations of this Resolution and any damages suffered by the Condominium or other Owners or occupants at the Condominium, including any injuries to persons, arising out of, relating to or resulting from the failure of the Unit Owner to comply with the terms of this Resolution.

8. Any expenses or fines or attorneys' fees charged to a Unit Owner pursuant to this Resolution shall be collectible as a common expense.

SO RESOLVED.

EXECUTED as a sealed instrument this 6th day of September 2006.

Donald E. Nowland
James Walters
Harven Hendricks

AS TRUSTEES OF THE HARBORSIDE
CONDOMINIUM TRUST
AND NOT INDIVIDUALLY

COMMONWEALTH OF MASSACHUSETTS

Essex County, ss.

On this 12th day of September, 2006, before me, the undersigned notary public, personally appeared Donald Nowland, James Walters and Harven Hendricks 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 for its stated purpose, as Trustees of said Harborside Condominium Trust.

Dolores H. Joseph
Notary Public
My Commission Expires: 1/18/13
Print Notary Public's Name: Dolores H. Joseph
Qualified in the Commonwealth of Massachusetts

471809

Amended +
Restated

ESSEX SOUTH REGISTRY DISTRICT	
SEP 22 2006	
REC 3 060007	MLM
BK	PG C23-000

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