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**AMENDMENT TO THE
POMEROY VILLAGE CONDOMINIUM ASSOCIATION BYLAWS**

This amendment to the Pomeroy Village Condominium Association Bylaws (the "Bylaws") is made this 19 day of September, 2024, signed and acknowledged by a majority of the Board of Managers of the Pomeroy Village Condominium Association (the "Board"), who hereby certify that unit owners entitled to not less than sixty-five percent (65%) of the undivided interests in the Pomeroy Village Condominium voted to amend the Bylaws as set forth herein.

WHEREAS, the Pomeroy Village Condominium (the "Condominium") was created pursuant to M.G.L. c. 183A and established by the Master Deed and Bylaws dated October 6, 2004, recorded with the Hampshire County Registry of Deeds at Book 8016, Page 251 and Book 8016, Page 269, respectively, as amended;

WHEREAS, Article XI of the Bylaws provides that the Bylaws may be amended by "majority vote of the unit owners, provided, however, that Sections 2, 3, 4 and 11 of Article V, Article VI, Article VIII, and Article XI may be modified or amended only by vote of sixty-five percent (65%) or more of the unit owners..."

WHEREAS, the Board and Unit Owners of the Condominium wish to amend Article V, Section 2 of the Bylaws, relative to insurance, as set forth below;

NOW THEREFORE, pursuant to the power and authority set forth under Article XI of the Bylaws and every other power in the Condominium documents and at law, the Bylaws are hereby amended as follows:

1. Article V, Section 2 of the Bylaws is amended to add a new Section 2(F) to read as follows:

"Section 2. Casualty Insurance. The Managing Board shall obtain and maintain, to the extent available at reasonable cost, casualty or physical damage insurance and so-called "all-in" or "special perils" coverage insurance on the Condominium buildings and all other insurable improvements forming part of the Condominium (including, but not limited to, all building exteriors, roofs, siding, windows, heating and HVAC systems, plumbing and electrical systems, interior studs and structural elements, subflooring and floor finishes (carpet, hardwood, LVP), drywall, lighting fixtures, countertops and cabinetry, etc.), but not including the furniture, furnishings and other personal property of the unit owners therein, and existing for the provision of central services or for common use, in an amount not less than one hundred percent of their full replacement value (exclusive of foundations) as determined by the Managing Board in their full judgment against (1) loss or damage by fire or other hazards covered by the standard extended coverage endorsement, together with coverage for the payment of common expenses with respect to damaged units during the period of reconstruction and (2) such other hazards and risks as the Managing Board from time to time in their discretion shall determine to be

appropriate, including but not limited to vandalism, malicious mischief, windstorm and water damage, boiler and machinery explosion or damage and plate glass damage. All policies of casualty or physical damage insurance shall provide (1) that such policies may not be cancelled or substantially modified without at least ten days' prior written notice to all of the insureds including each unit mortgagee and (2) that the coverage thereof shall not be terminated for nonpayment of premiums without thirty days' notice to all of the insureds including each unit mortgagee. Certificates of such insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered by the Managing Board to all unit owners and their mortgagees upon request, at least ten days prior to the expiration of the then current policies.

All such insurance policies obtained and maintained shall provide that all casualty loss proceeds thereunder shall be paid to the Board as insurance trustees under these Bylaws. The sole duty of the Board of Managers as the insurance trustees shall be to hold, use and disburse any amounts so paid for the purposes stated in these Bylaws. If repair or restoration of the damaged portions of the Condominium is to be made, all insurance loss proceeds shall be held in shares for the Association and the unit owners of damaged units in proportion to the respective costs of repair or restoration of the damaged portions of the common areas and of each damaged unit, respectively, with each share to be disbursed to defray the respective costs of repair or restoration of the damaged common areas and damaged units, and with any excess of any such share of proceeds above such costs of repair or restoration to be paid to the Association or unit owner, as the case may be. If pursuant to these Bylaws restoration and repair is not to be made, all insurance loss proceeds shall be held as common funds of the Association and applied for the benefit of unit owners in proportion to their percentage interest as listed if the Condominium is totally destroyed, and, in the event of a partial destruction, to those unit owners who have suffered damage in proportion to the damage suffered by them. Such application for the benefit of unit owners shall include payment directly to the unit owner's mortgagee if the mortgage with respect to such unit so requires. Such policies shall contain (1) waivers of subrogation as to any claims against the Association, the Board of Managers and their agents and employees, and against the unit owners and their respective employees, agents and guests, (2) waivers of any defense based on the conduct of any insured, and (3) provisions to the effect that the insurer shall not be entitled to contribution as against casualty insurance which may be purchased by individual unit owners as hereinafter permitted.

All such insurance policies may provide for a deductible for each coverage thereof as determined by the Board of Managers in their reasonable discretion. In the event of any loss which relates in part to insurable portions of a unit, or units, and/or in part to the common areas, the Board of Managers may apportion the policy deductible amount to such unit or units, and/or the amount of the loss related to the common areas. Where such loss is solely to a unit, the deductible amount shall be borne solely by the unit owner thereof. Where such loss is solely to the common areas, the deductible shall be paid from the common funds, unless such loss is determined by the Board to have been caused by the negligence, recklessness or willful misconduct of a unit owner(s), in which case the Board may assess such amounts to such unit owner(s).

The cost of such insurance obtained by the Association shall be deemed a common expense assessable and payable as provided in Article V.

The Managing Board shall obtain periodically an independent appraisal of the full replacement value of the property to be insured in accordance with the foregoing provisions of this Section, without deduction for depreciation, for the purpose of determining the amount of insurance to be effected

pursuant to this Section, and the amount of such insurance shall in no event be less than the full replacement value as so determined.

Subject to the provisions of Section 4 of this Article, insurance proceeds received by the Managing Board shall be held in trust in an identified and segregated fund for the benefit of the unit owners and their unit mortgagees.”

2. Any part of this amendment which is deemed unenforceable will be severed and it shall be interpreted and construed so as to be enforceable to the extent and in such situations as may be permitted by applicable law and in any event, the partial or total enforceability of such provisions shall not affect in any manner, the validity, enforceability or effect of the remainder of this amendment; and, in such event, all of the provisions of this amendment shall continue in full force and effect as if such invalid provision had never been included herein.

3. Except as set forth herein, the Bylaws, as previously amended, are hereby ratified and affirmed.

[Signatures Appear on the Following Page(s)]

IN WITNESS WHEREOF, the undersigned Board of Managers hereby certify and acknowledge that unit owners entitled to not less than sixty-five percent (65%) of the undivided interests in the Pomeroy Village Condominium voted to amend the Bylaws as set forth above.

Executed under seal as of this 19 day of September, 2024.

Maxine E. Brodeur Paula A. Schmidt

Print Name: maxine E. Brodeur Print Name: Paula A. Schmidt

Eileen M. Bourque John A. Davison

Print Name: Eileen M. Bourque Print Name: JOHN A. DAVISON

Jodie Pine

Print Name: Jodie Pine

COMMONWEALTH OF MASSACHUSETTS

Hampshire, ss.

On this 19 day of September, 2024, before me, the undersigned notary public, personally appeared:

MAXINE E BRODEUR PAULA A. SCHMIDT, EILEEN M. BOURQUE,
JOHN A. DAVISON AND JODIE PINE

_____ proved to me through satisfactory evidence of identification, which was known to me, to be a person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as a duly authorized member of the Board of Managers of the Pomeroy Village Condominium Association.

Lisa Nawrocki

Official Signature and Seal of Notary

My Commission Expires: 10-16-26



LISA M. NAWROCKI
NOTARY PUBLIC
Commonwealth of
Massachusetts
My Commission Expires
10/16/2026

ATTEST: Mary Olberding HAMPSHIRE REGISTER
MARY OLBERDING