

CERTIFICATE OF VOTE AND RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE COURTYARD CONDOMINIUM TRUST

Water Heater Tanks & Tankless Water Heaters  
Washing Machine Water Hoses

This Certificate of Vote and Resolution is made this 24 day of April, 2020, by the Board of Trustees of The Courtyard Condominium Trust.

WHEREAS, The Courtyard Condominium (the "Condominium") is a Massachusetts residential condominium in Chelmsford, Massachusetts established pursuant to M.G.L. c. 183A, et. seq., by a Master Deed and Declaration of Trust recorded with the Middlesex North District Registry of Deeds at Book 5404, Page 311 and Book 5405, Page 1, respectively, as the same may have been amended; and

WHEREAS, Declaration of Trust authorizes the Board of Trustees to adopt Rules and Regulations regarding the operation and use of the common areas and facilities and such restrictions on the requirements respecting the use, occupancy, and maintenance of the units and the use of the common areas and facilities as are consistent with the provisions of the Master Deed, and are designed to prevent unreasonable interference with the use by the unit owners of their units and of the common areas and facilities; and

WHEREAS, the Board of Trustees desires to adopt certain Rules and Regulations regarding the care, maintenance, repair and replacement of water heater tanks and washer machine water hoses at the Condominium;

NOW THEREFORE, the Board of Trustees of the Courtyard Condominium Trust, acting pursuant to the authority contained in the Declaration of Trust and By-Laws, and pursuant to a duly authorized meeting and quorum as set forth therein, does hereby amend the Rules and Regulations of the Courtyard Condominium as follows:

***I. The Rules and Regulations of the Condominium are hereby amended by adding and adopting the following provisions relative to water heaters and washer machine water hoses:***

RULE RELATIVE TO WATER HEATERS AND WASHER MACHINE WATER HOSES

1. Each Unit Owner shall be responsible for all ordinary and extraordinary care, maintenance, repair and replacement of the water heater tank and/or tankless water heater servicing his or her Unit. Furthermore, each Unit Owner shall be required to replace the water heater tank servicing his or her Unit when it reaches 10 years of age, and tankless water heater servicing his or her Unit when it reaches 20 years of age, or sooner if required hereunder. All such replacements shall be conducted in accordance with this Rule. Unit Owners must provide evidence of the age of their water heater tank and/or tankless water heater upon request.

2. If the water heater tank and/or tankless water heater in any Unit is found to be defective or has been installed for a period exceeding the duration of the manufacturer's warranty period, then:

- A. If defective and still under warranty, the water heater tank and/or tankless water heater shall be repaired; provided, however, that only if said repair can render the water heater tank and/or tankless water heater operational in a good and workmanlike manner. If the water heater tank and/or tankless water heater cannot be repaired to be rendered operational in a good and workmanlike manner, it shall be replaced.
  - B. If the water heater tank and/or tankless water heater is beyond the life of the warranty, it shall be replaced within thirty (30) days and, within seven (7) days from the date of such replacement, the Unit Owner shall submit to the Board a copy of the Certification of Replacement form attached hereto and incorporated herein as Exhibit "A".
3. Any and all contractors, plumbers and/or electricians retained by any Unit Owner in connection with work related to a water heater tank and/or tankless water heater shall be licensed and insured. Unit Owners shall provide the Board with evidence of such licensed and insured status upon request.
4. Each replacement required hereunder shall be conducted at the Unit Owner's expense and in accordance with the provisions hereof. Within seven (7) days of the water heater tank and/or tankless water heater replacement, the Unit Owner shall provide the Board with evidence of the replacement in the form of Exhibit "A" attached hereto and incorporated herewith. In addition, each Unit Owner shall be required to provide the Board with written information regarding the model and serial number of the new water heater tank and/or tankless water heater within seven (7) days of the replacement.
5. Every existing water heater tank and/or tankless water heater shall have an accessible water shut-off. In addition, new installation will include the water shut-off and a metal catch pan shall be installed beneath every water heater tank and must be equipped with a "Water Leak Detection Alarm" – FloodMaster or similar device professionally made – to alert occupants of any overflow/leaks and to shut off the incoming water supply to the water tank and/or tankless water heater.
6. Every existing water heater tank and/or tankless water heater is required to have a hard wired Carbon Monoxide Detector.
7. Every unit owner with water heater tank and/or tankless water heater which are located in a "utility shed" is required to have all pipes wrapped with Automatic Electric Heat Cable and Pipe Wrap Insulation.
8. Every unit owner with water heater tank and/or tankless water heater which are located in a "utility shed" is required to provide a key to their utility shed to the Trustees (care of the management company) to facilitate entrance into your utility shed in case of an emergency when no owner is available. If any utility shed locks are changed, a copy of the key(s) should then be furnished to the Trustees. Any damage due to an emergency forced entrance shall be charged to the owner.

9. General Requirements:

- A. Each Unit Owner shall be responsible for obtaining all necessary permits and/or licenses required to undertake any maintenance, repair or replacement contemplated hereunder.
- B. All work contemplated hereunder will be performed in a good and workmanlike manner and in full compliance of all applicable federal, state and local laws, ordinances, codes, by-laws and regulations, including those related to zoning, building, health, safety and sanitation.
- C. No debris resulting from the work contemplated hereunder shall be left or stored in the common areas at any time. All debris must be properly disposed of by the Unit Owner and/or the contractor at the Unit Owner's expense. No materials may be stored in the common areas or disposed of in the common dumpsters or compactors.
- D. Contractors shall only use areas specifically designated for parking.
- E. Any and all contractors hereunder shall only work between the hours of 8:00 a.m. and 4:00 p.m., Monday through Saturday, and shall be prohibited from working at any other time of day, unless authorized by the Board of Trustees. Exception for emergency-related circumstances and notifying the Board of Trustees via the Management Company.

10. Each Unit Owner shall be responsible for all ordinary and extraordinary care, maintenance, repair and replacement of the washing machine water hoses and all appurtenant equipment located within his or her Unit. Furthermore, each Unit Owner shall be required to replace any current rubber or other non-burst proof washing machine water hoses in the Units with hoses of braided metal composition. All such replacements shall be done within *thirty (30) days* of the date of the recording of this Rule, and each Unit Owner shall be required to submit to the Board of Trustees evidence of the replacement/compliance with this Rule.

11. The failure of any obligations set forth hereunder shall subject the Unit Owner to the enforcement provisions of the Condominium Documents as well as the enforcement provisions set forth in this Rule. All remedies, wherever they may appear including, but not limited to, the Condominium Documents as they may be amended, Massachusetts General Laws as they may be amended, and this Rule are cumulative. In addition, the Unit Owner shall be responsible for all costs incurred by the Board of Trustees in enforcing this Rule, including attorney's fees and fines and any damage caused to the common area or other units as a result of the work contemplated hereunder.

12. All sums due hereunder as a result of the default of this Rule or otherwise shall be a personal liability of the Unit Owner and, in addition, shall constitute a lien on said unit, pursuant to M.G.L. c. 183A. Said amounts shall be enforced and collected as a lien pursuant to M.G.L. c. 183A and M.G.L. c. 254, §5 and §5(a).

13. Each Unit Owner shall indemnify and hold harmless the Board of Trustees from any and all work contemplated hereunder and any and all damages relative to the same. The Unit Owner

shall release the Board of Trustees, their agents, servants and/or employees from any and all liability related not only to this Rule but to the execution of the default provisions hereunder. This indemnification shall include reimbursing the Board of Trustees for any costs to enforce this Rule as well as any legal action brought against the Board of Trustees and/or judgments received thereto as well as the cost of the defense, attorney's fees and any judgments received. Further, this indemnification shall include the payment of any judgments as a result of damage, whether personal and/or to property as a result of this Rule, the breach of this Rule, and any work contemplated hereunder. Finally, notwithstanding anything hereunder, this indemnification shall include the Unit Owner's obligation to defend any action brought against the Board of Trustees by any other Unit Owners for construction, maintenance, replacement and/or restoration described hereunder. As set forth above, this shall include the payment of any and all judgments received, and the Unit Owner shall be primarily responsible for the defense of any said action.

14. The Board of Trustees reserves the right to act pursuant to the Master Deed and Declaration of Trust and By-Laws in the event that a Unit Owner fails to undertake the actions which are mandated by the Board of Trustees and specifically reserves their right to enter the Unit and undertake such corrective actions as are necessary and bill the Unit Owner all costs associated with the same, including legal fees and fines.

15. Any part of this Rule 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 Rule; and, in such event, all of the provisions of this Rule shall continue in full force and effect as if such invalid provision had never been included herein.

16. Under no circumstances shall any work be undertaken on any water heater tanks except in conformity with this Rule.

***II. In all other respects, the Rules and Regulations of the Condominium are hereby ratified and affirmed.***

[Signatures Appear on the Following Page(s)]

IN WITNESS WHEREOF the undersigned, being the duly authorized Board of Trustees of the Courtyard Condominium Trust, do hereby, by our signatures, certify, acknowledge and assent to the adoption of the foregoing Resolution.

Executed under seal as of the date first written above.

Carol Moore  
Carol Moore

Jason McMahon  
Jason McMahon

Diane Monti  
Diane Monti

Nebiu Yonas  
Nebiu Yonas

Brenda Remington  
Brenda Remington

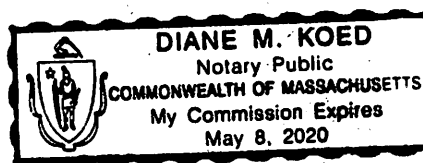
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

April 24, 2020

On this 24 day of April, 2020, before me, the undersigned notary public, personally appeared Carol Moore, Jason McMahon + Nebiu Yonas proved to me through satisfactory evidence of identification, which was personal knowledge to be the 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 Trustee of The Courtyard Condominium Trust.

Diane M. Koed  
Official Signature and Seal of Notary  
My Commission Expires:



## **Exhibit A**

### **CERTIFICATION OF REPLACEMENT**

The undersigned, \_\_\_\_\_, as the owner(s) of record of Unit \_\_\_\_\_ of the Courtyard Condominium (the "Unit"), hereby certify that the undersigned caused the water heater tank and/or tankless water heater servicing the Unit to be replaced by a licensed professional as follows:

**Name of Contractor:** \_\_\_\_\_

**License No.:** \_\_\_\_\_

**Date of Replacement:** \_\_\_\_\_

**Model Number:** \_\_\_\_\_

**Serial Number:** \_\_\_\_\_

**Status of Replacement/Notes:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**OWNER(S):**

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Middlesex North Registry of Deeds

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360 Gorham Street  
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