

**CLEARBROOK CONDOMINIUM ASSOCIATION**

**NO. 2**

**(the "Association")**

**RESOLUTION CONCERNING DELEGATION OF AUTHORITY TO THE  
CLEARBROOK COMMUNITY ASSOCIATION, INC. TO UNDERTAKE  
MAINTENANCE OF THE ROAD SYSTEM**

**P R E A M B L E**

A. The Amended Bylaws of the Association were recorded in the Middlesex County Clerk's Office on December 6, 2006, in Deed Book 5757 at Page 153, et. seq. ("Bylaws").

B. Article VIII, Section 2 of the Associations Bylaws provides that the Association may delegate any or all of the powers, duties or responsibilities of the Association's Board of Directors to Clearbrook Community Association, Inc. ("CCA").

C. Article III, Section 3.18(q) of the Amended Bylaws of CCA, which were recorded in the Middlesex County Clerk's office on March 24, 2006 in Deed Book 5647 at Page 171, et. seq., states that CCA's Board of Directors may "accept, by adoption of a resolution of the Board, such delegations of responsibility from the individual Condominium Associations as the Board may, in the reasonable exercise of its business judgment, agree to accept, subject to such terms and conditions as may be set forth in the resolution of the Board accepting such delegation."

D. The Association's Board of Directors has determined that it is in the best interests of the membership to delegate to the CCA the responsibility to maintain the main road system on the Association's behalf.

**NOW, THEREFORE, BE IT RESOLVED**, on this 7 day of FEB. 2018, that the Association hereby delegates the following powers, rights and responsibilities to the CCA Board of Directors:

1. Road Maintenance. The CCA Board of Directors shall have the sole power, discretion, and obligation to maintain the paving of the roads, maintenance of road curbing, road drainage and all other components of the roads in the Condominium (collectively, the "Road System") on the Association's behalf. It is the intention of the Association that by delegating these powers to the CCA and by having the CCA undertake the maintenance of the Road System that the Association conveys to the CCA all discretionary control the Association may have over the Road System. "Discretionary control" includes, without limiting the generality of the foregoing, any alteration, modification to, addition to or deletion from the Road System (collectively, "Change"). By making this delegation the Association agrees that it will not take any action to Change the Road System without the prior, written consent by the CCA. If the

Association undertakes any Change to the Road System, the CCA may restore any changed element of the Road System to its preexisting state at the expense of the Association. Alternatively, the CCA may revoke the acceptance of this delegation of authority and obligation to the CCA, in which event the Association shall, 90 days following receipt of the revocation, assume all responsibility for maintenance, repair or replacement of the Road System.

2. Indemnification.

(a) The CCA agrees to indemnify, defend, and hold harmless the Association, the Association's directors, trustees, and officers, from and against any and all loss, liability, and/or damage, including reasonable attorneys' fees and legal costs, due to injury (including death) to any person or damage to any property that may occur or be alleged to have occurred as a result, directly or indirectly, of any negligence or willful misconduct of the CCA in the performance of its responsibilities with respect to the delegation of road maintenance responsibilities as set forth in this Resolution.

(b) The Association agrees to indemnify, defend, and hold harmless the CCA, the CCA's directors, trustees, officers, employees and managing agent from and against any and all loss, liability, and/or damage, including reasonable attorneys' fees and legal costs, due to injury (including death) to any person or damage to any property that may occur or be alleged to have occurred as a result, directly or indirectly, from a breach of the terms of this Resolution by the Association, or any negligence or willful misconduct of the Association in connection with roads within the condominium property of the Association.

3. Revocation of Delegation. This delegation may be revoked by the Association by the valid adoption of a resolution of revocation by the Association's Board of Directors and delivery of a properly executed copy of such resolution of revocation to the CCA. Any such revocation shall not become effective until the earlier of: (a) a contract entered into by the CCA that is impacted by the revocation by the Association has expired or has been terminated by the CCA; or (b) the contractor in connection with any such contract agrees to eliminate the roads of the Association under the current contract in effect as of the date of the revocation and the elimination of the Association's roads from the contract will not increase the cost of the contractual services to other Clearbrook section associations or the CCA.

4. Effective Date. This Resolution shall become effective upon the adoption of a resolution by the CCA Board of Directors accepting the delegation set forth in this Resolution.

This Resolution is adopted as of the 5TH day of FEB, 2018.

**ATTEST:**

**CLEARBROOK CONDOMINIUM  
ASSOCIATION NO. \_\_\_\_**

Francis Blum  
, Secretary

By: Sue Donahue  
, President

