

AMENDMENT TO THE MASTER DEED OF THE STONEGATE CONDOMINIUM

This Amendment to the Master Deed of the Stonegate Condominium (the "Condominium") is made this _____ day of _____, 2015, and (a) signed by the owners of Units entitled to not less than sixty-seven percent (67%) of the undivided interest in the common areas and facilities of the Condominium, and (b) signed and acknowledged by a the duly authorized Board of Trustees of the Stonegate Condominium Trust, pursuant to the power and authority set forth under Article XIV and every other power of the Master Deed dated July 11, 1991, and recorded with the Middlesex North District Registry of Deeds at Book 5597, Page 188 (the "Master Deed"). Pursuant to the power and authority set forth above, and every other power in the Condominium documents and at law, the Master Deed is hereby amended as follows:

1. Section XII(c) of the Master Deed is hereby deleted in its entirety and replaced with the following new Section XII(c):

"(c) Notwithstanding any other provision of this Master Deed or the Declaration of Trust of the Stonegate Condominium to the contrary, no Condominium Unit shall be let, rented, leased, licensed, subleased, sublet, assigned or otherwise used or occupied by any person other than the Owner(s) thereof except in accordance with the provisions of this Section XII(c):

1. No more than ***five (5) Units*** in the Condominium shall, at any given time, be rented, let, leased or licensed for use or occupancy by others than the Owner(s) thereof. Notwithstanding the ***five (5) Unit*** limit, the Board may, in the Board's sole and absolute discretion, approve additional Units for lease in the event of an extreme hardship shown by the owner of a Unit by written application to the Board.
2. No Unit may be rented without the prior written consent of the Board, which shall grant its consent on a "first-come/first-served" basis to Unit Owner(s) making written application thereof where, at the time or reference, the subject Unit may be rented without violating the limit set out above. A Unit Owner shall have thirty (30) days from receipt of the Board's written approval of the rental application to execute the approved lease and provide the Unit to the tenant for occupancy. If a lease is not executed, or if the tenant does not take occupancy of the Unit, within said thirty (30) days, then the Board may revoke its approval of the rental application by providing written notice to the Unit Owner.
3. Units may only be rented after the Unit Owner seeking to rent the Unit has occupied the Unit for a minimum of one (1) year.
4. Any lease authorized by the Board hereunder shall be for a term of not less than one (1) year and not more than two (2) years. Upon expiration of the lease term, or upon two (2) years

from the commencement of the lease, whichever is first to occur, the Unit Owner's right to lease said Unit shall lapse and said Unit shall henceforth be restricted unless and until the Board authorizes a new lease for the Unit as set forth herein.

5. With respect to leases in existence at the time of this Amendment:

- (i) Any Unit Owner who desired to continue to rent their Unit shall, within thirty (30) days from the date of the adoption of this Amendment and notice hereof, file a request with the Board to rent the Unit on an approved form providing a copy of the lease to the Board.
- (ii) In the event that an Owner of a leased Unit does not file a request with the Board to rent the Unit within the above-stated time period, said Unit Owner shall be deemed to have waived any right to rent the Unit. This will subject the Unit Owner to all rights and remedies of the Board under the Condominium documents including, but not limited to, the removal of the occupant, fines and all other remedies set forth hereunder.
- (iii) Note that leases in existence at the time of this Amendment properly continued hereunder *shall* be counted for the purposes of the limitation on the number of Units that may be leased as set forth above. Accordingly, to the extent that current leases which are authorized to remain in effect pursuant to the provisions hereof continue, there shall be no new leases authorized until such time as less than five (5) units are then leased.

6. A true and accurate copy of each lease authorized pursuant to this Section XII(c) must be provided to the Board within thirty (30) days from the commencement of the lease term.

7. Any lease authorized hereunder shall also comply with the following conditions:

- (i) Be in writing and apply to the entire Unit, and not merely a portion thereof;
- (ii) Expressly provide that the lease or occupancy agreement shall be subject in every respect to the Master Deed, Declaration of Trust and Rules and Regulations, as the same have been amended most recently prior to the execution of the lease or occupancy agreement;
- (iii) Expressly provide that the lease or occupancy agreement shall be subject in every respect to all federal, state and local laws, statutes, rules and regulations, etc., as the same may be amended;
- (iv) Comply in all respects with Chapter 400 of the Acts of 1992 along with M.G.L.c.183A as it may be amended;

- (v) Shall contain the following provision, in capital letters, double spaced:

“IMPORTANT CLAUSE

LESSEE ACKNOWLEDGES BY HIS/HER EXECUTION OF THE LEASE HERewith THAT HE/SHE HAS RECEIVED AND/OR REVIEWED A COPY OF THE MASTER DEED, DECLARATION OF TRUST AND RULES AND REGULATIONS OF THE STONEGATE CONDOMINIUM, COPIES OF WHICH ARE ATTACHED HERETO AND INCORPORATED HERewith.

LESSEE AGREES THAT HE/SHE WILL NOT VIOLATE THE PROVISIONS OF ANY SAID DOCUMENTS AND, TAKE HIS/HER LEASE SUBJECT TO ALL OF THE REQUIREMENTS OF THE AFOREMENTIONED DOCUMENTS, NOTWITHSTANDING ANY PROVISIONS FOUND IN THIS LEASE AND THAT IN THE EVENT OF A CONFLICT BETWEEN THE LEASE AND THE RIGHTS GRANTED THEREUNDER, AND THE CONDOMINIUM DOCUMENTS, AND ANY AMENDMENTS THERETO, WILL BE THE CONTROLLING SOURCE OF THE OBLIGATIONS CONTAINED HEREUNDER.

LESSEE ACKNOWLEDGES THAT HE/SHE WILL BE JOINTLY AND SEVERALLY LIABLE WITH THE UNIT OWNER FOR ANY VIOLATION OF THE CONDOMINIUM DOCUMENTS AND THAT IN THE EVENT OF A VIOLATION OF THE PROVISIONS OF THE CONDOMINIUM DOCUMENTS THAT ANY LEASE HEREUNDER MAY BE TERMINATED, AT THE SOLE DISCRETION OF THE BOARD OF TRUSTEES, ALL IN CONFORMITY WITH THE CONDOMINIUM DOCUMENTS AND MASSACHUSETTS GENERAL LAWS. SAID TERMINATION BY THE BOARD OF TRUSTEES SHALL NOT RELIEVE THE UNIT OWNER AND/OR LESSEE OF ANY LIABILITY WHICH SAID UNIT OWNER AND/OR LESSEE MAY HAVE TO THE CONDOMINIUM ASSOCIATION, NOR RELIEVE THE UNIT OWNER AND/OR LESSEE FROM ANY DAMAGE DUE TO THE ASSOCIATION AND ALL APPLICABLE FINES, ATTORNEY’S FEES AND COSTS AS SET FORTH IN THE CONDOMINIUM DOCUMENTS.

LESSEE FURTHER ACKNOWLEDGES THAT THE CONDOMINIUM ASSOCIATION, PURSUANT TO THE CONDOMINIUM DOCUMENTS, WILL HAVE THE RIGHT TO

ENTER THE UNIT AS MAY BE PROVIDED WITHIN SAID DOCUMENTS.”

8. Any lease authorized hereunder shall comply with each and every other provision of the Condominium documents.
9. The execution of any lease, rental agreement and/or license agreement, and the rental of any Unit without strict compliance with this Section XII(c) shall render said lease voidable and subject the Unit Owner and tenant to the fines set forth in the Condominium documents with each day constituting a separate and independent offense.
10. The provisions of this Section XII(c) and any Rules and Regulations adopted hereunder shall take precedence over any other section in any lease or occupancy agreement.
11. Notwithstanding anything to the contrary herein, and notwithstanding any custom, law, or usage to the contrary, it is expressly understood and agreed that the Board, and/or its agents, servants, and/or employees shall not bear any personal or individual responsibility with respect to said lease or occupancy agreement.
12. Any failure by the tenant to comply in all respects with the provisions of the Condominium Documents shall constitute a material default of the lease, and in the event of such default, the Board shall have the following right and remedies against both the Unit Owner and tenant, in addition to all other rights and remedies which the Board and Unit Owners (other than the owner of the affected Unit) have or may in the future have, against both the owner of the affected Unit and the tenant, all rights and remedies of the Board and the Unit Owners (other than the owner of the affected Unit) being deemed at all times to be cumulative and not exclusive:
 - (i) The Board shall have the right to levy fines against the Unit Owner and tenant of the affected Unit in accordance with the provisions of the Condominium Documents. Further, the Board shall have any and all other rights under the Condominium Documents, at law and/or under the Rules and Regulations as they may be amended, including, but not limited to, bringing actions in the applicable Court to require the Unit Owner to commence an eviction action, to bring an eviction action in place of the Unit Owner, and/or to seek an injunction prohibiting any conduct which violates the above.
 - (ii) All of the expenses of the Board in giving notices and maintaining and pursuing actions and holding hearings hereto shall be entirely at the expense of the tenant and/or Unit Owner of the affected Unit and they will be jointly and severally responsible for the same, and such costs and expenses may be enforced and collected against the Unit Owner and Unit as if the same were common expenses owed by the Unit or Unit Owner and shall constitute and be a lien upon the premises pursuant to M.G.L.c.183A and subject to the rights and enforcement and remedies thereto.

13. Every lease or occupancy agreement authorized hereunder shall have attached thereto, and incorporated therein by reference, a copy of this Section XII(c) and every lease or occupancy agreement shall be deemed to include all of the provisions of this Section XII(c). The Unit Owner, at his or her sole cost and expense, shall make a full, accurate and complete set of the Condominium Documents available to all prospective tenants.
14. Notwithstanding anything to the contrary herein, no part of the Condominium Documents now or hereafter adopted or promulgated (including but not limited to the provisions of this Section XII(c)) shall ever be deemed to prevent, restrict, discourage, or hinder, in fact, in any manner whatsoever the alienation, conveyance, mortgage, purchase, sale, rental, lease, license, use or occupancy of Units or any negotiations in connection therewith because of race, religion, creed, color, national origin, sex, sexual orientation, age, ancestry, marital status, status as a veteran or member of the armed services, or any ethnic group, blindness, or by any reason of the fact that children will occupy such Unit, receipt of public assistance, or, in addition to the foregoing, by any reason whatsoever prohibited by any federal, state, county or municipal law.
15. No lease authorized hereunder may be renewed or extended without the prior written consent of the Board. If Board does not approve a request for a renewal and/or extension as set forth herein, the Unit Owner's right to lease said Unit shall lapse and said Unit shall henceforth be restricted unless and until the Board authorizes a new lease for the Unit as set forth herein.
16. The Board shall have the right to immediately request the eviction of a tenant who takes possession of a Unit without complying with this Section XII(c). Any purported lease of a Unit in violation of this Section XII(c) shall be voidable at the election of the Board of Trustees. The Unit Owner and/or tenant shall be liable to the Board for any cost or expense involved therein, including, but not limited to, fines (in an amount as determined by the Board), reasonable attorney's fees, court costs and all other costs.
17. In the event that any provision of this Section XII(c) shall be determined to be invalid or unenforceable, it shall be interpreted and construed so as to be enforceable as 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 Section XII(c) and any license to lease Units thereunder; and, in such event, all the provisions of this Section XII(c) shall continue in full force and effect as if such invalid provisions had never been included herein."

2. *The Master Deed is also amended to include the following language:*

"Notwithstanding any provision in the Master Deed, Declaration of Trust or Rules and Regulations to the contrary, each Unit Owner shall be responsible for the proper maintenance, replacement and repair of their respective Units, all utility infrastructure exclusively serving the Unit (whether located within or without of the Unit boundaries), and all appurtenances thereto

including all limited common areas or exclusive use common areas (those common areas and facilities to which such Unit Owner has an exclusive right of use). Each Unit Owner shall be responsible for any and all damage to any and all other Units and/or the common areas and facilities caused by his failure to satisfy this maintenance obligation, including all costs, charges, attorneys' fees, fines and expenses incurred by the Trust. If the Trustee(s) shall at any time in their reasonable judgment determine that a Unit, or any part thereof, or any appurtenance or limited or exclusive use common area, is in such need or maintenance or repair that the market value of one or more other Units is being adversely affected, or that the condition of a Unit, any part thereof, or any appurtenance or limited or exclusive use common area, or any fixtures, furnishings, facilities or equipment therein, is hazardous to any Unit or the occupants thereof and/or adversely affects any other Unit and/or the common areas and facilities, the Trustee(s) shall in writing request the Unit Owner thereof to perform the needed maintenance, repair, replacement and/or work and/or to correct the relevant condition and/or its cause. In such case as action thereon shall not have been commenced within the time as may be reasonably set by the Trustee(s) and thereafter diligently brought to completion, the Trustee(s) shall be entitled to have such performed for the account of such Unit Owner whose Unit, or any appurtenance or limited or exclusive use common area, is in need thereof and to enter upon and have access to such Unit or any appurtenance or limited or exclusive use common area for these purposes. In the case of an emergency which necessitates immediate action and the Unit Owner is unavailable or fails to take immediate action, the Trustee(s) may proceed thereto without delay. The cost incurred by the Trustee(s) including, but not limited to, attorneys' fees and expenses for such as is reasonably necessary therefor shall constitute an obligation of the applicable Unit Owner and shall be considered a common expense attributable to such Unit. The Trustee(s) may in their discretion additionally impose a fine upon a Unit Owner who, in the Trustee(s)' judgment, unreasonably fails to comply with a request made by the Trustee(s) hereunder. Should it be necessary that any part of a Unit, personal property of a Unit Owner, and/or any part of the common areas and facilities to which a Unit Owner has the right of exclusive use, be required to be removed for the purpose performing such work, or for the purpose of the Trustee(s) performing work upon the common areas, such Unit Owner shall promptly comply with such request by the Trustee(s). Should such Unit Owner fail to so comply, or in the case of emergency, the Trustee(s) may remove and store such part and/or property for the account of the Unit Owner, the cost of which, including, but not limited to, attorneys' fees, fines and expenses shall constitute an obligation of the applicable Unit Owner and shall be considered a common expense attributable to such Unit. Such removal and storage shall be commercially reasonable in manner, extent and terms."

3. This Amendment shall not adversely affect the security of a first mortgage on a Unit in any manner as of the date of the recording of this document. However, any party that takes title to a Unit through a foreclosure sale duly conducted by a first mortgagee as of the date of this recording of this instrument shall be bound by the terms and conditions of this Amendment.

4. Except as expressly set forth herein, the provisions of the Master Deed, as previously amended, is hereby ratified and affirmed.

IN WITNESS WHEREOF the Board of Trustees has executed this instrument under seal this _____ day of _____, 2015.

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 2015

On this _____ day of _____, 2015, before me, the undersigned notary public, personally appeared _____, _____, _____, _____ and _____, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose as the duly authorized Board of Trustees of the Stonegate Condominium.

Official Signature and Seal of Notary
My Commission Expires: _____

SIGNATURES OF UNIT OWNERS ENTITLED TO NOT LESS THAN SIXTY-SEVEN
PERCENT (67%) OF THE UNDIVIDED INTERESTS IN THE COMMON AREAS AND
FACILITIES OF THE CONDOMINIUM

COPY AS NEEDED

<u><i>Signature/Name</i></u>	<u><i>Unit Number</i></u>	<u><i>Percentage Interest</i></u>
_____	_____	_____ %
Print Name: _____		
_____	_____	_____ %
Print Name: _____		
_____	_____	_____ %
Print Name: _____		
_____	_____	_____ %
Print Name: _____		
_____	_____	_____ %
Print Name: _____		
_____	_____	_____ %
Print Name: _____		
_____	_____	_____ %
Print Name: _____		