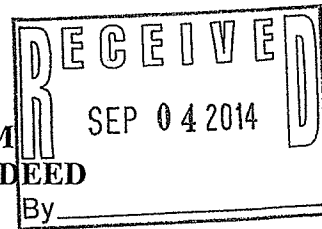


**KATIE ESTATES CONDOMINIUM
SPECIAL AMENDMENT OF MASTER DEED**



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This AMENDMENT of the MASTER DEED of the KATIE ESTATES CONDOMINIUM established pursuant to Massachusetts General Laws Chapter 183A, by MASTER DEED dated May 14, 2007 (hereinafter referred to as "Master Deed") and recorded with Middlesex North Registry of Deeds in Book 21233, Page 216, and as amended thereafter. ✓

WITNESSETH THAT:

WHEREAS it is provided in Section 13 of the Master Deed that the Master Deed may be amended by an instrument in writing (a) signed by one or more owners of Units entitled to sixty-seven (67%) or more of the undivided interest in the Common Areas and Facilities, and (b) signed and acknowledged by a majority of the Trustees of the Condominium Trust (or alternatively with the written consent of the Unit Owners entitled to sixty-seven (67%) or more of the Beneficial Interest in the Trust and such instrument of amendment is signed and acknowledged by a majority of the Trust of the Trust; reciting such consent was obtained), and (c) duly recorded with the Registry of Deeds.

WHEREAS it is provided in Section 17(B)(ii) of the Master Deed that Eligible Mortgage Holders, as defined in Section 17(A)(iii), representing at least fifty-one (51%) percent of the votes of the Units that are subject to the mortgages held by Eligible Mortgage Holders must approve an Amendment to the Master Deed regarding leasing of Units.

WHEREAS it is provided in Section 13(J) that the Trustees of the Condominium Trust have the power to amend, at any time, this Master Deed to comply with requirements of the Federal Housing Association.

WHEREFORE, the Trustees of the Condominium Trust seek to amend the Master Deed to comply with the requirements of the Federal Housing Association to allow those who are purchasing Units of Katie Estates Condominium and/or Owners of Units of Katie Estates Condominium who wish to refinance to qualify for financing by the Federal Housing Association.

WHEREFORE, in order to comply with requirements of the Federal Housing Association, it is necessary to amend provisions of the Master Deed regarding conditions and restrictions applying to the tenanting, renting and/or leasing of the Units.



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WHEREFORE, exercising the power given to the Trustees of the Condominium Trust that is enumerated Section 13(J) of the Master Deed, with the minimum fifty one (51%) percent vote obtained from Eligible Mortgage Holders as defined in Sections 17(A)&(B) of the Master Deed, *and with* the consent in writing of both Unit Owners entitled to not less than sixty-seven percent (67%) or more of the Beneficial Interest in the Trust and a majority of Trustees of the Condominium Trust granting the Trustees permission to make this Amendment, the following amendments to **Section 8(B) of the Master Deed, contained within the section named "Restriction on Use and Occupancy of Units and Parking Spaces"** are hereby made:

Previous Terminology To Be Deleted:

"B. The following conditions and restrictions shall apply to the tenanting, renting and/or leasing of Units:

- (1) No Unit in the Condominium shall be rented, leased or licensed to any third party for any length of time without the written permission of the Trustees.
- (2) The Trustees shall not give permission in writing unless all of the following requirements have been met:
 - (i) No Unit or any part thereof may be leased, rented or licensed for use unless the owner of the Unit shall have first (a) notified the Trustees in writing at least fifteen (15) days before the commencement date of the proposed lease, rental or license arrangement of the name(s) and address(es) of the proposed lease, tenant or licensee and all members of his or her family and all other persons who propose to occupy the Unit, (b) supplied the Trustees with written references with respect to all such persons referred in the immediately preceding clause as the Trustees may reasonably request, (c) supplied the Trustees with a completed rental application executed by the Unit Owner and the prospective tenant and other proposed occupants, which form may be established from time to time by the Trustees, together with a copy of the proposed lease, rental or license agreement. In addition to the foregoing, the Trustees shall have the right to require an in-person interview with the prospective tenant, lessee, licensee or other proposed occupants. The Trustees may charge the Unit Owner desiring to rent his or her Unit, a reasonable fee for administration of the approval process.
 - (ii) Each and every lease, license and/or tenancy agreement must be for the entire Unit and must be in writing and have an initial term of not less than twelve (12) months. A copy of the fully executed agreement shall be provided to the Trustees prior to occupancy by the Tenant;
 - (iii) No Unit may be tenanted, rented, let, leased, or licensed for transient or hotel purposes;
 - (iv) Every lease, license or tenancy agreement permitting non-owner occupants use or possession or occupancy of a Unit shall include a provision requiring the non-owner occupant to comply with all terms and conditions of this Master Deed, specifically including but not limited to

Section (7) and Section (8) hereof, the Condominium Trust, and the Rules and Regulations adopted by the Trustees and shall require that the failure of said non-owner occupant to comply with any of the terms of said Master Deed, Condominium Trust, and/or Rules and Regulations shall be a default under said lease, license or tenancy agreement. There shall be attached to each such written instrument a copy of the Rules and Regulations and a copy of Section (7) and (8) of the Master Deed. In addition, the tenant of a Unit shall execute a written agreement directly with the Trustees of the Condominium Trust under which he or she specifically agrees to observe terms of said Master Deed, Condominium Trust and Rules and Regulations and be liable for fines, penalties and other costs associated with any violations thereof.

- (3) By acceptance of a deed of a Unit, each Unit Owners shall be deemed (i) to be personally responsible for the actions of his lessees, tenants, licensees and all other occupants therein and shall at the request of the Trustees, cause any lessee, tenants, licensee or other occupant to immediately vacate the Unit should any such person become or cause a nuisance, be disruptive, or otherwise interfere (in the judgment of the Trustees) with the beneficial use and enjoyment of any Unit Owner(s) of their Units, and the Common Elements, and (ii) to have irrevocably appointed and constituted the Trustees as the Unit Owner's attorney in fact to seek eviction, equitable relief and/or damages resulting from a violation by the tenant of the terms and provisions of the Master Deed, Condominium Trust or Rules and Regulations. Such rights and remedies may be exercised against both the Unit Owner and the Lessee, Tenants or occupants and shall be cumulative and not exclusive. In addition, such fines, penalties and other charges incurred by the lessees, tenants or occupants, together with such costs incurred by the Trustees as result of action taken by the Trustee pursuant to this Section, shall be chargeable to the Unit Owner, and enforced and collected against the Unit Owner and the Unit as if the same were Common Expenses.
- (4) In the exercise of the approval authority hereinbefore granted, the Trustees may not exercise such authority so as to restrict leasing or occupancy of the Units because of race, creed, color or national origin. The Trustees may however reject a proposed tenant for other reasons including without limitation failure of the Unit Owner to comply with the procedural and substantive requirements of the preceding subparagraphs. The Trustees in accordance with foregoing must also approve extensions or renewals of all occupancy agreements.
- (5) The provisions of the within Section (8)(A) shall not apply to any holder of a mortgage who obtains title to or takes possession of a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by applicable law except and to the extent that following the exercise of the right of foreclosure or any other remedies provided in a mortgage or other applicable law.”

Amended Terminology To Replace Previously Referenced Terminology That Is To Be Deleted:

“B. The following conditions and restrictions shall apply to the tenanting, renting and/or leasing of Units:

- (1) No Unit in the Condominium shall be rented, leased or licensed to any third party for any length of time unless all of the following requirements have been met:
 - (i.) No Unit or any part thereof may be leased, rented or licensed for use unless the owner of the Unit shall have first supplied the Trustees with a completed lease, rental or license agreement.
 - (ii.) Each and every lease, license and/or tenancy agreement must be for the entire Unit and must be in writing and have an initial term of not less than twelve (12) months. A copy of the fully executed agreement shall be provided to the Trustees prior to occupancy by the Tenant.
 - (iii.) No Unit may be tenanted, rented, let, leased, or licensed for transient or hotel purposes.
 - (iv.) Every lease, license or tenancy agreement permitting non-owner occupants use or possession or occupancy of a Unit shall include a provision requiring the non-owner occupant to comply with all terms and conditions of this Master Deed, specifically including but not limited to Section (7) and Section (8) hereof, the Condominium Trust, and the Rules and Regulations adopted by the Trustees and shall require that the failure of said non-owner occupant to comply with any of the terms of said Master Deed, Condominium Trust, and/or Rules and Regulations shall be a default under said lease, license or tenancy agreement. There shall be attached to each such written instrument a copy of the Rules and Regulations and a copy of Section (7) and (8) of the Master Deed. In addition, the tenant of a Unit shall execute a written agreement directly with the Trustees of the Condominium Trust under which he or she specifically agrees to observe terms of said Master Deed, Condominium Trust and Rules and Regulations and be liable for fines, penalties and other costs associated with any violations thereof.
- (2) By acceptance of a deed of a Unit, each Unit Owners shall be deemed (i) to be personally responsible for the actions of his/her lessees, tenants, licensees and all other occupants therein and shall at the request of the Trustees, cause any lessee, tenants, licensee or other occupant to immediately vacate the Unit should any such person become or cause a nuisance, be disruptive, or otherwise interfere (in the judgment of the Trustees) with the beneficial use and enjoyment of any Unit Owner(s) of their Units, and the Common Elements, and (ii) to have irrevocably appointed and constituted the Trustees as the Unit Owner’s attorney in fact to seek eviction, equitable relief and/or

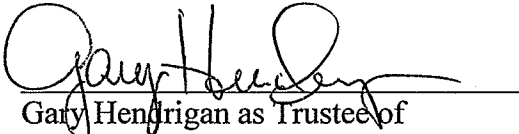
damages resulting from a violation by the tenant of the terms and provisions of the Master Deed, Condominium Trust or Rules and Regulations. Such rights and remedies may be exercised against both the Unit Owner and the Lessee, Tenants or occupants and shall be cumulative and not exclusive. In addition, such fines, penalties and other charges incurred by the lessees, tenants or occupants, together with such costs incurred by the Trustees as result of action taken by the Trustee pursuant to this Section, shall be chargeable to the Unit Owner, and enforced and collected against the Unit Owner and the Unit as if the same were Common Expenses.

- (3) The process referenced above must be followed for extensions or renewals of all occupancy agreements.
- (4) The provisions of the within Section (8)(B) shall not apply to any holder of a mortgage who obtains title to or takes possession of a Unit by foreclosure or pursuant to any other remedies provided in the mortgage or by applicable law except and to the extent that following the exercise of the right of foreclosure or any other remedies provided in a mortgage or other applicable law.”

NOW THEREFORE, the undersigned, by duly executing and recording this Amendment of Master Deed, does hereby amend said Master Deed as stated above.

Except as herein expressly amended, all terms and provisions of said Master Deed of **KATIE ESTATES CONDOMINIUM** shall remain in full force and effect and shall be applicable to and shall govern all Units and the Owners thereof.

Executed as a sealed instrument on this 6 day of JUNE, 2014.



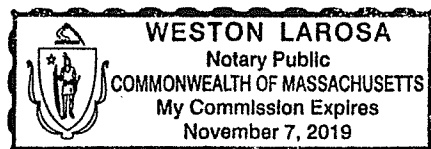
Gary Hendrigan as Trustee of
Katie Estates Condominium Trust and as Owner of Unit


COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

JUNE 6, 2014

On this 6 day of JUNE, 2014, before me, the undersigned notary, personally appeared **Gary Hendrigan as Trustee of Katie Estates Condominium Trust and as a Unit Owner**, who provided to me through satisfactory evidence of identification, which was a Massachusetts Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of **Katie Estates Condominium Trust and as a Unit Owner**.




Notary Public
My Commission Expires: 11/7/19

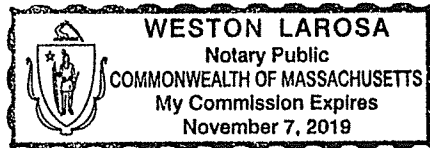
Executed as a sealed instrument on this 6 day of JUNE, 2013⁴

Nina D. Ingh
Nina DiTrapani as Trustee of
Katie Estates Condominium Trust and as Owner of Unit

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. JUNE 6, 2013⁴

On this 6 day of JUNE, 2013⁴, before me, the undersigned notary, personally appeared **Nina DiTrapani as Trustee of Katie Estates Condominium Trust and as a Unit Owner**, who provided to me through satisfactory evidence of identification, which was a Massachusetts Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of **Katie Estates Condominium Trust and as a Unit Owner**.



Weston Larosa
Notary Public
My Commission Expires: 11/7/19

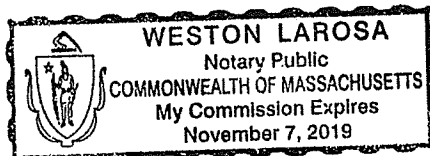
Executed as a sealed instrument on this 6 day of JUNE, 2013.

Courtney Lloyd
Courtney Lloyd as Trustee of
Katie Estates Condominium Trust and as Owner of Unit

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. JUNE 6, 2013⁴

On this 6 day of JUNE, 2013⁴, before me, the undersigned notary, personally appeared **Courtney Lloyd as Trustee of Katie Estates Condominium Trust and as a Unit Owner**, who provided to me through satisfactory evidence of identification, which was a Massachusetts Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of **Katie Estates Condominium Trust and as a Unit Owner**.



Weston Larosa
Notary Public
My Commission Expires: 11/7/19

Executed as a sealed instrument on this 6 day of JUNE, 201~~3~~⁴

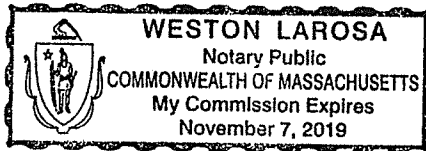

Jill Sentementes as Trustee of
AKI MAKROPoulos
Katie Estates Condominium Trust and as Owner of Unit

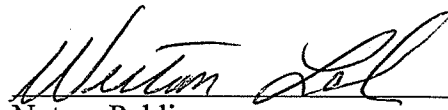
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.


JUNE 6, 201~~3~~⁴

On this 6 day of JUNE, 201~~3~~⁴, before me, the undersigned notary, personally appeared **Jill Sentementes as Trustee of Katie Estates Condominium Trust and as a Unit Owner**, who provided to me through satisfactory evidence of identification, which was a Massachusetts Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose on behalf of **Katie Estates Condominium Trust and as a Unit Owner**.




Notary Public
My Commission Expires: 11/7/19

Executed as a sealed instrument on this 6 day of JUNE, 2013.

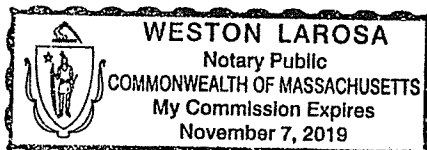

Fred Wijnen-Reims as Trustee of
Katie Estates Condominium Trust and as Owner of Unit

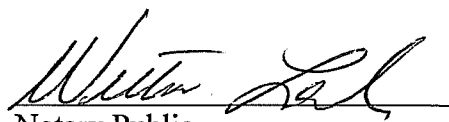
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

JUNE 6, 201~~3~~⁴

On this 6 day of JUNE, 201~~3~~⁴, before me, the undersigned notary, personally appeared **Fred Wijnen-Reims as Trustee of Katie Estates Condominium Trust and as a Unit Owner**, who provided to me through satisfactory evidence of identification, which was a Massachusetts Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of **Katie Estates Condominium Trust and as a Unit Owner**.




Notary Public
My Commission Expires: