



The Anchorage Condominium Assoc., Inc.

Reference is hereby made to that certain Master Deed-Declaration of Condominium, recorded with the Barnstable County Registry of Deeds in Book 13478, Page 295, which established pursuant to Massachusetts General Laws, Chapter 183A, the Anchorage Condominium Assoc., Inc. ("Association"), the organization of unit owners for the Anchorage condominium ("Condominium"), as amended by that certain Amended and Restated Master Deed-Declaration of Condominium, Bylaws and Rules and Regulations of the Anchorage Condominium Assoc., Inc., dated September 26, 2009 and recorded at said Registry at Book 24112, Page 1 ("Amended and Restated Master Deed"). Capitalized terms not defined herein should mean and refer to the definitions of such defined words as set forth in the Amended and Restated Master Deed.



WHEREAS, the Condominium consists of thirty two (32) Units;

WHEREAS, the Association ascribes to the principle that Units be mostly owner-occupied and not operated over a long term by absentee landlords; and

WHEREAS, the Association desires to maintain the character of the Association as owner occupied and to maintain and secure the reduced property and casualty insurance consistent with risk factors applied to owner occupied communities; and

WHEREAS, currently four units are being rented to tenants and there are no rules in the Condominium Documents regulating the number of units that may be rented:

NOW, THEREFORE, said Amended and Restated Master Deed is hereby amended at a special meeting duly noticed and conducted, at which meeting not less than seventy five (75%) percent of the Unit Owners and not less than seventy five (75%) percent of the Board of



Directors ("Directors") approved the following amendment, in accordance with the provisions

of Article XVIII thereof. This amendment shall supersede and take precedent over any policy to the contrary in the Amended and Restated Master Deed.

- I. The following sections to Article XI Conveyances are hereby added after Section 2, as follows:

"3. Rental Restrictions. As of the date hereof ("**Trigger Date**") no Unit Owner may rent his or her unit except pursuant to a Hardship Exception as hereafter described.

Notwithstanding the foregoing, any unit that is currently being rented pursuant to a valid signed written lease in accordance with Article XI, sec. 2 as of the Trigger Date, may at the termination of the current subject lease continue to be rented to the same tenant pursuant to a valid signed written lease for an additional term not to exceed one (1) year from the Trigger Date or until July 1, 2017, whichever is earlier. The subject unit rental will terminate at the conclusion of said additional lease term.

All Unit Owners renting their Units as of the Trigger Date must provide the termination date for the subject lease to the Association. The Directors shall create a list of the existing leases and their respective lease expiration dates.

The Association shall consider, on a case by case basis, allowing additional rental slots to Unit Owners as a result of a hardship (the "**Hardship Exception Rental Slot**"). A list of hardships that would prompt the Association to award a Hardship Exception Rental Slot include, but are not limited to, a Unit Owner's need to relocate due to a new job, illness, or relocation to an assisted living type facility. In the event that a Unit Owner wishes for the Association to award a Hardship Exception Rental Slot, the Unit Owner must provide a written request to the Association including all relevant documents

substantiating the reason for awarding the Hardship Exception Rental Slot. All documents submitted will be circulated among the Directors, but will remain confidential and will not become a part of the Association's books and records. The Association will vote on whether to award the Hardship Exception Rental Slot at a duly noticed Special Meeting, and a majority vote of the Directors is needed for the Hardship Exception Rental Slot to be awarded. All Hardship Exception Rental Slots shall be for a period of one (1) year. There is no limit to the number of Hardship Exception Rental Slots awarded but the Directors shall consider the overall number of rental units, and whether insurance will be impacted, when deciding whether to award a Hardship Exception Rental Slot. The awarding of any Hardship Exception Rental Slot shall be at the sole discretion of the Association Board.

The Association requires Unit Owners renting their units to incorporate into their leases the terms and conditions of the Association's Amended and Restated Master Deed. The lease terms shall specify that the Association's Board of Directors may evict problem tenants noncompliant with the Associations Amended and Restated Master Deed, and may assess eviction costs, inclusive of reasonable attorney fees and costs, to the Unit Owner, if after notice the Unit Owner fails to promptly evict the non-compliant tenant.

Any Unit Owner who the Directors determine to have rented our his/her Unit in violation of the Rental Restrictions described herein shall be assessed a daily fine in the amount of \$50.00 until such time that he/she is no longer in violation of the Rental Restrictions. Such fine shall constitute a lien on the Unit which shall be enforceable as a common area charge in accordance with MGL Ch. 183A."

II. The following sections to Article XIII Insurance are hereby added after Section 1, as follows:

"2. HO6 and Other Insurance Requirements. Any Unit Owner renting his/her Unit shall be required to obtain and maintain an HO6 (condominium owner's insurance policy), or equivalent, providing inter alia coverage for the Association's full Master Deductible as well as a minimum of \$300,000 personal liability coverage. The Unit Owner's policy additionally shall be required to contain an HO1733 (Unit Owner's rental to others or equivalent) endorsement on the HO6 policy, or alternatively provide a policy, DP3 or other, that identifies their Unit and provides the same Master Deductible and personal liability coverage.

All tenants will be required to obtain an HO4 (tenant homeowners policy) or equivalent, providing a minimum of \$300,000 personal liability protection.

Evidence of all such insurance coverage shall be presented to the Directors. All policies are required to include the Anchorage Condominium Association as an additional interested party to ensure notification of renewals and cancellations."

Except as hereby modified and amended, the undersigned Directors and Unit Owners do ratify and affirm the Amended and Restated Master Deed.

IN WITNESS WHEREOF we, The Anchorage Condominium Assoc., Inc. has set its hand and seal this 18 day of JUNE, 2016.

Board of Directors:

Marilyn McElaney - W24
By: Marilyn McElaney, President
Director

Erin Rosenbruch S23
By: Erin Rosenbruch, Vice President
Director

William Hoskins - W21
By: William Hoskins, Treasurer
Director

James Seckell S-1
By: James Seckell, Clerk
Director

William Brinkert N2
By: William Brinkert
Director

David Keelan F3
By: David Keelan
Director

Rosemary O'Neill Proxy - N3
By: Rosemary O'Neill
Director

Les Parmelee W-22
By: Les Parmelee
Director

Ralph Porter S-4
By: Ralph Porter
Director

Unit Owners Signatures:

Walter MasonPrint Name: E-24
Unit OwnerWALTER MASONPrint Name:
Unit OwnerSusan BrinkertPrint Name: N-2
Unit OwnerSusan BrinkertPrint Name:
Unit Owner N-2David V. KeelanPrint Name: E-3
Unit OwnerDAVID V. KEELANPrint Name: E-3
Unit OwnerFrances G. WilkinsonPrint Name: N-24
Unit OwnerFRANCES G. WILKINSONPrint Name: N-24
Unit OwnerValerie CameronPrint Name: N-21
Unit OwnerValerie CameronPrint Name: N-21
Unit OwnerRichard Shields - ProxyPrint Name: N-23
Unit OwnerESTATE OF JOAN MCGUIREPrint Name: Proxy
Unit Owner N-23Robert Smith ProxyPrint Name: S-3
Unit OwnerDavid Coughlin ProxyPrint Name: S-21
Unit OwnerGallagher Trust - ProxyPrint Name: S-22
Unit OwnerCraig Masie - ProxyPrint Name: S-24
Unit Owner

Frene Dunne Proxy

Print Name:

Unit Owner E3

Paul Hegarty Proxy

Print Name:

Unit Owner E31

Valerie Rogirian Proxy

Print Name:

Unit Owner W-2

Kathleen Crowley Proxy

Print Name:

Unit Owner W-4

Sarah A. Hunt

Print Name:

Unit Owner S2

Print Name:

Unit Owner

Print Name:

Unit Owner

Print Name:

Unit Owner

Barbara McCarthy Proxy

Print Name:

Unit Owner E4

Anne Kucieff - Proxy

Print Name:

Unit Owner W-1

Leonard Rapone - Proxy

Print Name:

Unit Owner W-3

Print Name:

Unit Owner

Sarah A. Hunt

Print Name:

Unit Owner S2

Print Name:

Unit Owner

Print Name:

Unit Owner

Print Name:

Unit Owner

COMMONWEALTH OF MASSACHUSETTS

Barnstable ss

On this 25th day of June, 2016, before me, the undersigned notary public, personally appeared Marilyn McElaney, President, and William Hoskins, Treasurer, each a Director of Anchorage Condominium Assoc., Inc. and proved to me through evidence of a Massachusetts Driver's License to be the persons whose names are signed on the attached document and acknowledge to me that they signed it voluntarily for its stated purpose as their free act and deed.

Martha J. Rockwell

My Commission Expires: July 27, 2018

