

12-18-2018 @ 09:21a

FOURTH AMENDMENT OF MASTER DEED

SEASHORE POINT -- DEACONESS CONDOMINIUM

Seashore Point – Deaconess, Inc., a Massachusetts corporation, with an address of 100 Alden Street, Provincetown, Massachusetts 02657 ("Declarant"), as of this 24th day of September, 2018, hereby adopts this Fourth Amendment of Master Deed (this "Amendment"), amending that certain Master Deed of Seashore Point - Deaconess Condominium dated May 22, 2012, recorded in the Barnstable County Registry of Deeds (the "Registry") in Book 26359, Page 216, as amended by a First Amendment of Master Deed dated as of January 29, 2013, recorded on January 31, 2013 in the Registry in Book 27093, Page 202, a confirmatory First Amendment of Master Deed February 27, 2013 in the Registry in Book 27167, Page 156, an Amendment of Master Deed dated March 27, 2014, recorded in the Registry in Book 28061, Page 1 (the "Phase 2 Amendment"), and as further amended by that Third Amendment of Master Deed dated June 13, 2014, recorded in the Registry in Book 28202, Page 337 (collectively, the "Original Master Deed").

Capitalized terms used in this Amendment and not otherwise defined shall have the meaning set forth in the Original Master Deed.

A. The Master Deed is hereby amended by adding the following as subsection 7(b)(vi):

(vi) The Trustees of the Condominium Trust shall have the authority from time to time to approve the installation or construction and use of a deck and stairs connecting one or more of Units 101, 103, 105 and 107 to the courtyard or open area on the side of the Building containing those units, which, when constructed or installed, shall be limited common area for the use and enjoyment of the Unit Owner of the adjacent Unit provided: (i) any such construction or installation shall be performed by a contractor approved by the Trustees in accordance with a plan showing construction and installation details (including materials, colors and other aspects of any such deck and stairs approved by the Trustees), (ii) all painting, staining, repairs or rebuilding of any such deck and stairs shall be performed by the Trustees; (iii) the use of any such deck and stairs (aa) shall be at the sole risk and liability of such Unit

Owner, and (bb) subject to any other reasonable conditions imposed by the Trustees at the time of such approval or thereafter (including, without limitation, hours of use and conditions related to noise); and (iv) any items such as furniture or planters kept thereon are stored seasonally and are uniform with respect to such items on other decks, or as specified from time to time by the Trustees. If at any point, a Unit Owner fails or refuses, after reasonable notice of not less than 30 days, to pay the initial costs of construction or upkeep or the subsequent costs of painting, staining, repairs, maintenance or rebuilding, the Trustees shall have the authority to revoke the Unit Owner's right to use such limited common area, remove the deck and stairs and charge the Unit Owner the costs of all such work. All work by the Trustees relating to any deck or stairs, whether related to initial installation or construction, maintenance or removal as described in or pursuant to this subparagraph 7 (b) (vi), shall be an obligation of the Unit Owner and assessed such costs against such Unit.

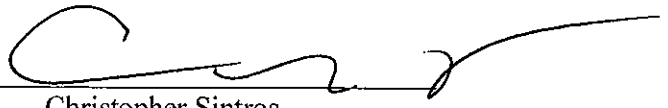
B. The Master Deed is hereby further amended to delete the reference in Exhibit C (Phase 2) attached to the Phase 2 Amendment by deleting the reference to a "Balcony" appearing in the column entitled "Number & Designation of Rms" in the row for Unit 235, so that the entry under that heading for Unit 235 will read: "4-K, LR, BR, B."

Except as amended hereby, the Original Master Deed remains in full force and effect.

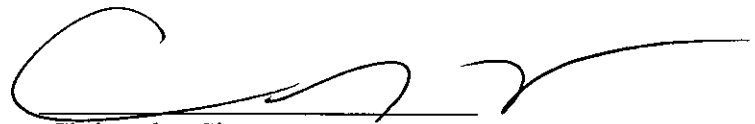
END OF PAGE – SIGNATURES APPEAR ON FOLLOWING PAGE

EXECUTED as an instrument under seal as of the date first set forth above.

SEASHORE POINT - DEACONESS, INC.

By: 
Christopher Sintros
Its President
As "Declarant" and owner of Units having a
Percentage Interest of 59.3%

Assented to: Trustees of Seashore Point – Deaconess Condominium Trust


Christopher Sintros, Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 24th day of September, 2018 before me, the undersigned notary public, personally appeared Christopher Sintros, proved to me through satisfactory evidence of identification, which was ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☐ my own personal knowledge of the identity of the signatory, to be the person whose name is signed on the foregoing power of attorney, and he acknowledged that he signed it voluntarily for its stated purpose, as the President of both Seashore Point - Deaconess, Inc. and as Trustee of Seashore Point -- Deaconess Condominium Trust.

Paul W. Dobbs
 Notary Public: Paul W. Dobbs
 My commission expires: August 7, 2020

