

FIRST AMENDMENT OF DECLARATION OF TRUST
OF THE
SEASHORE POINT - DEACONESS CONDOMINIUM TRUST

This FIRST AMENDMENT OF DECLARATION OF TRUST (this "First Amendment") of Seashore Point - Deaconess Condominium Trust, under Declaration of Trust dated May 22, 2012, recorded in the Barnstable County Registry of Deeds (the "Registry") in Book 26359, Page 245, is made as of this 21st day of January, 2013.

The facts relating to this First Amendment are as follows:

A. NEW ENGLAND DEACONESS ASSOCIATION ABUNDANT LIFE COMMUNITIES, INC, a Massachusetts corporation, is the sole current Trustee (the "Trustee") under that certain declaration of trust entitled Declaration of Trust of Seashore Point - Deaconess Condominium Trust dated May 22, 2012, recorded in the Registry in Book 26359, Page 245 (the "Condominium Declaration of Trust"). The Condominium Declaration of Trust establishes the organization of Unit Owners of the Seashore Point - Deaconess Condominium, a condominium established by a Master Deed dated May 22, 2012, recorded in the Registry in Book 26359, Page 216. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Condominium Declaration of Trust or Master Deed.

B. SEASHORE POINT – DEACONESS, INC., in its capacity as Declarant under the Master Deed, is the owner of all the Units in the Condominium, with the exception of Units 320 and 300 conveyed by instruments dated May 24, 2012 and July 25, 2012, respectively and recorded in the Registry in Book 26360, Page 7, and Book 26529, Page 119; and therefore holds Units of the Condominium entitled to not less than fifty-one percent (51%) of the Beneficial Interests in the Common Elements.

NOW, THEREFORE, the undersigned hereby:

1. Confirm that the Trustee hereby amends the Condominium Declaration of Trust as follows:

Article V, Part A, Subsection 2(d)(iii) of the Condominium Declaration of Trust is hereby deleted and the following inserted in its place:

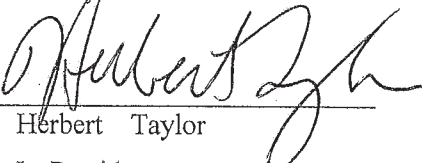
(iii) Upon the subsequent sale of each Residential Unit (occurring after the initial sale of any Residential Unit by the Declarant), the Seller will be obligated to make a contribution to the Capital Reserve Fund in the amount of five percent (5%) of the sale price, or if such unit is transferred for less than its Fair Market Value (as determined by the Declarant or the Trustees pursuant to Section 1 of Article X of this Declaration of Trust), for five percent (5%) of such Fair Market

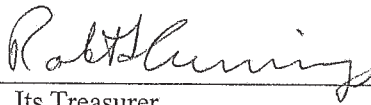
Value. If a Residential Unit Owner has owned a Residential Unit for less than ten (10) years at the time such Residential Unit is sold, the five percent (5%) figure set forth in the preceding sentence shall be reduced so that it does not exceed one-half percent (.5%) for each twelve month period of ownership.

2. Confirm that, except as amended hereby, the Condominium Declaration of Trust remains in full force and effect.
3. Confirm that Seashore Point – Deaconess, Inc. has executed this instrument to evidence the consent of Unit Owners holding more than fifty-one percent of the Beneficial Interests in the Common Elements as of the date of this Amendment.

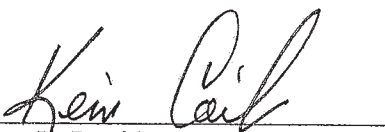
EXECUTED as an instrument under seal as of the date first written above.

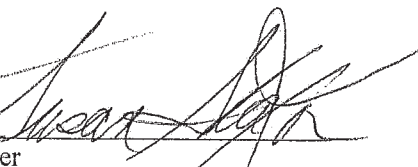
NEW ENGLAND DEACONESS ASSOCIATION ABUNDANT
LIFE COMMUNITIES, INC

By: 
Herbert Taylor
Its President

By: 
Its Treasurer

SEASHORE POINT - DEACONESS, INC.

By: 
Its President


By: 
Its Treasurer

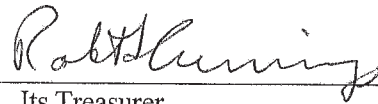
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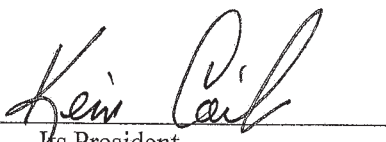
EXECUTED as an instrument under seal as of the date first written above.

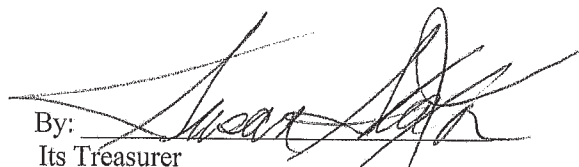
NEW ENGLAND DEACONESS ASSOCIATION ABUNDANT
LIFE COMMUNITIES, INC

By: 
Herbert Taylor
Its President

By: 
Its Treasurer

SEASHORE POINT - DEACONESS, INC.

By: 
Its President

By: 
Its Treasurer

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 29th day of January, 2013 before me, the undersigned notary public, personally appeared Herbert Taylor, 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 New England Deaconess Abundant Life Communities, Inc.

Paul W Dohs

Notary Public: Paul W. Dohs

My commission expires: August 30, 2013

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 29th day of January, 2013 before me, the undersigned notary public, personally appeared Kevin Council, 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 Seashore Point - Deaconess, Inc.

Paul W Dohs

Notary Public: Paul W. Dohs

My commission expires: August 30, 2013

R E C E I P T
 Printed: 01-31-2013 @ 9:29:29
 BARNSTABLE COUNTY REGISTRY OF DEEDS
 JOHN F. MEADE, REGISTER

Trans#: 25951 Oper: ALICE

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 Book: 27093 Page: 199 Inst#: 6953
 Ctl#: 143 Rec: 1-31-2013 @ 9:23:24a
 CNTY

DOC	DESCRIPTION	TRANS AMT

	1 SEASHORE POINT DEACONESS CONDOMINIUM AMENDMENT	
	County Fee \$ 10.00	10.00
	Surcharge CPA \$20.00	20.00
	State Fee \$40.00	40.00
	Surcharge Tech \$5.00	5.00

	Total fees:	75.00

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 Book: 27093 Page: 202 Inst#: 6954
 Ctl#: 144 Rec: 1-31-2013 @ 9:23:24a
 PROV 100 ALDEN ST

DOC	DESCRIPTION	TRANS AMT

	1 NEW ENGLAND DEACONESS ASSOCIATION A AMENDMENT TO MASTER DEED	
	County Fee \$ 10.00	10.00
	Surcharge CPA \$20.00	20.00
	State Fee \$40.00	40.00
	Surcharge Tech \$5.00	5.00

	Total fees:	75.00

Ctl#: 145 Rec: 1-31-2013 @ 9:23:24a

DOC	DESCRIPTION	TRANS AMT

	POSTAGE FEE	
	Postage/Handling Fee	2.00

Ctl#: 146 Rec: 1-31-2013 @ 9:23:24a

DOC	DESCRIPTION	TRANS AMT

	IMPRINT COPY	
	County Imprint Fee	2.00
	*** Total charges:	154.00
	CHECK PM 1734	154.00