

**SEASHORE POINT-DEACONESS CONDOMINIUM
AMENDMENT TO THE DECLARATION OF TRUST
RENTAL RESTRICTIONS**

Reference is hereby made to a Declaration of Trust dated May 22, 2012 and recorded with the Barnstable County Registry of Deeds (“Registry”) in Book 26359, Page 245, as amended, (“Declaration of Trust”) which Declaration of Trust established, pursuant to Massachusetts General Laws, Chapter 183A, the Board of Trustees of the Seashore Point-Deaconess Condominium Trust, the organization of unit owners of the Seashore Point-Deaconess Condominium, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by Master Deed dated May 22, 2012 (the “Master Deed”), and recorded with the Registry in Book 26359, Page 216, as amended.

Certification by Trustees

As provided in Article VII, Section 1 (a) and (c) of the Declaration of Trust, the Trustees hereby certify that (i) Unit Owners holding fifty-one (51%) or more the Beneficial Interests in the Common Elements consented to this amendment in writing present in person or by proxy at a duly held meeting of the unit owners; (ii) this amendment does not affect any Unit in a manner that materially impairs the security of a mortgage of record therein; and (iii) this amendment shall become effective upon recording with the Registry.

Rental Amendment

Section 16. Leases and Tenancies shall be amended by deleting the first paragraph of subsection (a) and replacing it with the following:

(a)(i) Request for Lease Approval. In the event any Residential Unit Owner shall propose to rent or lease such Residential Unit, the Unit Owner shall request approval from the Trustees in writing not less than twenty-one (21) days prior to executing a lease. The Unit Owner’s written request for approval shall include a copy of the proposed lease form to permit the Trustees to review it for compliance with the Condominium Documents.

(ii) Community Entrance Requirements. Residential Units may be only occupied for residential purposes by persons aged fifty-five (55) or older, or if a Unit is owned by or leased to two persons, at least one such Owner or lessee shall be fifty-five (55) or older.

(iii) Lease Requirements. All rental agreements must be in writing and must set forth the following:

- a. Entire Unit. The lease must be for entire unit.

- b. Minimum Six-Month Term. Each lease term shall be for a fixed term of not less than six (6) months, whether an initial lease or lease amendment. No short-term rentals are allowed.
- c. One Lease Per Year. Owners may only enter into one lease agreement per calendar year for their unit.
- d. Residential Use Only. No Unit shall be leased for non-residential purposes, including, but not limited to: (i) internet websites such as AirBNB, HomeToGo, FlipKey, HomeAway and VRBO and other websites that offer similar services; (ii) so-called time sharing programs or purposes whereby a Unit Owner sells, leases, licenses or otherwise grants an interest or a right of occupancy in or to any such Unit or portion thereof for one or more fixed or floating intervals including, without limitation, so-called time span ownership, interval ownership, vacation or other time-sharing licenses or lease programs or purposes; (iii) commercial purposes/corporate housing
- e. No Subleases. No tenant shall have the right to assign, transfer, license or sublease (in whole or in part or parts

(iv) Tenants Subject to Condominium Documents. Tenants shall be subject to the Master Deed and the Declaration of Trust, and all schedules and exhibits thereto, including, but not limited to, the rules and regulations and restrictions on use of the buildings and units. Each Unit Owner who rents or leases a Unit in the Condominium shall provide that Tenant with a copy of the Condominium Documents and the Tenant, through the Unit Owner, must provide the Trustees with a certificate in which they acknowledge receipt of the Condominium Documents and agree to comply with all applicable provisions of the Condominium Documents. Each Unit Owner who rents or leases a Unit is responsible for providing any amendments of the Condominium Documents to the Tenants.

(v) No Landlord-Tenant Relationship. In no event shall a landlord/tenant relationship exist between the Trustees and any Tenant, and, in all instances, the Unit Owner shall be considered the sole landlord under the Lease. The Trustees shall never be bound or estopped by and shall never be deemed to have consented to or ratified, any provisions of any agreements between Tenant and Landlord.

(vi) Insurance. Tenant shall, throughout the term and any subsequent renewal period(s), if any, obtain and maintain, or cause to be obtained and maintained, in full force and effect, a standard renter's insurance policy and general liability insurance policy providing adequate coverage, which policies shall both contain a waiver of subrogation against the Board of Trustees, the officers, directors, agents, and employees thereof.

(vii) Rental Processing Fees. The Trustees shall be authorized from time to time to establish and charge reasonable fees in connection with administering the rental restrictions, including but not limited to registering Tenant information, move-in and

move-out fees, and any administrative costs of such activities. Such fees shall be collectable as a Common Expense Assessment against the Unit and its Owner.

[The following paragraph remains in full force and effect]

The foregoing provision of this Section 16 shall not apply to leases of Units by the Declarant or its successor that are governed by the provisions of the Affordable Rental Housing Agreement and Restriction referenced in Exhibit A of the Master Deed, which controls in the event of a conflict with the provisions of this Section 16. Each Service Unit Owner shall have the right to rent, let, lease, sublease, license or permit the use of all or any portion of a Service Unit to any one or more parties (including, without limitation the right to enter into a so-called "master lease" of all or any portion of a Service Unit for use and operation in whole or in part on an integrated basis with property outside the Condominium), subject to the provisions of Section I 3(b) of the Master Deed, without the consent or approval of any other Unit owner or the Trustees; provided, however, a Service Unit Owner shall provide a list of all tenants, occupants, subtenants, and assignees of said Service Unit to the Trustees. The Garage Unit Owner and the Residential Storage Unit Owners shall have the right to sell Parking or Storage Easements or Licenses, as the case may be, and the right to rent, let, lease, sublease, license or otherwise use the Garage Unit or Residential Storage Areas, all as provided in the Master Deed, without further consent or approval.

(b) Each Unit Owner shall be responsible for and shall bear all costs and expenses (including reasonable attorneys' fees and expenses) relating to any enforcement, eviction or similar proceedings resulting from the failure of the Unit Owner or any tenant or occupant claiming by, through or under such Unit Owner to comply with all of the applicable provisions and restrictions in the Condominium Documents, and until any and all of the same incurred by the Trustees are paid by such Unit Owner the same shall, without limitation, constitute a lien against such Unit Owner's Unit pursuant to the provisions of this Section 16 and Section 6 of Chapter 183A.

By execution of this Amendment, the Board of Trustees hereby agree that Declaration of Trust is hereby amended as set forth herein. Except to the extent amended hereby, all of the terms, provisions and conditions of the Declaration of Trust shall remain in full force and effect and are hereby ratified and reaffirmed as of the date first written above.

[SIGNATURES BEGIN ON NEXT PAGE]

Executed under seal this _____ day of _____, 2022

MAJORITY OF THE TRUSTEES OF THE SEASHORE POINT DEACONESS
CONDOMINIUM TRUST AND NOT INDIVIDUALLY

_____	_____
, as Trustee	, as Trustee
_____	_____
, as Trustee	, as Trustee

, as Trustee	

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

April __, 2022

Then personally appeared the above-named

_____, proved to me through satisfactory evidence of identification, being (check whichever applies): ___ 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 persons whose names are signed above, and acknowledged the foregoing to be signed by him/her/them voluntarily for its stated purpose, as Trustees of the Seashore Point Condominium Trust.

Notary Public -
My Commission Expires: _____