

**AMENDMENT OF MASTER DEED**

**SEASHORE POINT - - DEACONESS CONDOMINIUM MASTER DEED**

Seashore Point – Deaconess, Inc., a Massachusetts corporation, with an address of 100 Alden Street, Provincetown, Massachusetts 02657 ("Declarant"), as of this 27 day of March, 2014, hereby adopts this 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 21, 2013, recorded on January 31, 2013 in the Registry in Book 27093, Page 202, and rerecorded on February 27, 2013 in the Registry in Book 27167, Page 156 (collectively, the "Original Master Deed").

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

Pursuant to Section 14 of the Original Master Deed, the Declarant reserved the right to amend the Master Deed to incorporate the Phase 2 Units and the Original Master Deed contemplated certain provisions thereof to be effective when the Garage Unit was incorporated into the Condominium upon recording of the Phase 2 Amendment. By recording this Amendment, the Declarant hereby adopts this Amendment of Master Deed as the "Phase 2 Amendment," to add the "Phase 2 Units" and the Garage Unit to the Condominium and hereby declares that the provisions intended to be effective upon such recording shall be effective upon the recording of this instrument.

A. Phase 1 of the Condominium consisted of a single building with forty-three (43) Residential Units and twenty four (24) Service Units described in the Original Master Deed. The second phase ("Phase 2") incorporates an addition to the Building which contains an additional thirty-eight (38) Residential Units, ten (10) additional Service Units and the "Garage Unit" as further described in this Amendment of Master Deed (this "Phase 2 Amendment" or "Amendment"). This instrument constitutes the Phase 2 Amendment referenced in the Original Master Deed, and is being executed and recorded in order to add the Phase 2 Units and the Garage Unit described above into the Condominium.

Plan Book 653 Pages 35-39

B. NOW, THEREFORE, by the recording of this Phase 2 Amendment with the Registry, the Declarant continues the Condominium governed by and subject to the provisions of Chapter 183A, and amends the Master Deed, hereby declaring:

1. Add the following at the end of Subsection 3(b) of the Original Master Deed.

From and after the recording of this Amendment, the Building, with the addition which contains the Phase 2 Units, is located on the Land as shown on the Amended Site Plan described hereinafter and continues to contain 3 floors at and above the ground level and a one (1) story basement area below ground level which contains, among other facilities, a garage area for parking vehicles (the "Garage Unit").

2. Add the following at the end of subsection 3(c):

Upon recording of this Amendment, Declarant hereby incorporates thirty-eight (38) additional Residential and ten (10) additional Service Units, and the Garage Unit (collectively, the "Phase 2 Units"), and additional common areas and facilities into the Condominium. Following the recording of this Amendment, the Condominium will be comprised of eighty-one (81) Residential Units, thirty-four (34) Service Units and the Garage Unit. From and after the recording of this Amendment, the owner from time to time of the Garage Unit shall be referred to as the "Garage Unit Owner" and the term "Unit Owner" will include the Garage Unit Owner.

3. Subsection 3(e) of the Original Master Deed is hereby amended in its entirety by deleting the text of Subsection 3(e) as appearing in the Original Master Deed after the heading "Unit Designations." and substituting the following:

(e) Unit Designations. The units listed on Exhibit C (Phase 2), consisting of eighty one (81) Residential Units, thirty-four (34) Service Units and the Garage Unit will comprise the Units of the Condominium from and after the recording of this Amendment. Exhibit C attached to the Original Master Deed is hereby amended in its entirety and superseded by Exhibit C (Phase2) attached hereto and made a part hereof.

4. The text of Paragraph 3(f)(i) of the Original Master Deed following the heading "Plans" is hereby amended in its entirety by deleting the text of Paragraph 3(f)(i) appearing in the Original Master Deed and substituting the following:

(i) Site Plan. A site plan showing the Land and the Building and related site improvements, entitled " Seashore Point - Deaconess Condominium, Phase II Condominium Master Site Plan, " dated March 17, 2014, prepared by Coastal Engineering Company, Inc. (the "Amended Site Plan") is recorded herewith, in Plan Book 653, as Page No. 35, and incorporated herein by reference.

5. The text of Paragraph 3(f)(ii) of the Original Master Deed (under the heading of "Floor Plans") is modified by substituting the following for the third sentence thereof appearing in the Original Master Deed:

Floor plans for each floor of the addition to the Building in which the Phase 2 Units are located are shown on plans entitled "Seashore Point – Deaconess Condominium, Provincetown, MA," prepared by EGA Architects and dated February 24, 2014 (sheets 1- 4)" (the "Phase 2 Floor Plans"). The Phase 2 Floor Plans, show the layout, location, unit numbers and dimensions of the Phase 2 Units and all other areas of the Building being added by this Phase 2 Amendment and each contains a statement of a registered architect, in accordance with the provisions of Chapter 183A, certifying that the Floor Plans fully and accurately depict the layout, location, unit numbers and dimensions of the Units, as built. Each reference to the "Floor Plans" in the Master Deed shall refer to the Floor Plans recorded with the Original Master Deed (in Plan Book 644, Pages No. 74 to 77) and the Phase 2 Floor Plans. The Phase 2 Floor Plans are recorded herewith in Plan Book 653, Pages No. 36 to 39, and incorporated herein by this reference.

6. The single sentence following the heading "Description of the Garage Unit" in Subsection 4(b) of the Original Master Deed is deleted and the following substituted:
- (i) Boundaries of Garage Unit: The boundaries of the Garage Unit are as follows:
    - a) Floors: The upper surface of the slab of Parking Level (being that area shown as "Basement" on the Phase 2 Floor Plans, sheet 1 of 4);
    - b) Ceilings: The underside surface of the dropped, hung or suspended ceiling of Parking Level;
    - c) Interior Walls Between Unit and Common Areas and Facilities: The exterior surface of the corridor side of the wall and exterior surface of door(s) to the Garage Unit; and
    - d) Exterior Building Walls: The interior surface of the exterior walls as indicated on the Phase 2 Floor Plans.
  - (ii) Parking spaces within the Unit: The Garage Unit includes all parking spaces within the boundaries of the Garage Unit.
  - (iii) Excluding and Subject to Easements: The Garage Unit excludes those areas identified on the Phase 2 Floor Plans as part of another Unit or as Common Area. The Garage Unit is subject to the rights of those entitled to access other Units and the Common Elements that are accessed through the Garage Unit, including by way of example, the Storage Areas and utility rooms.

- (iv) Garage Ramp and Door(s): The ramp leading into and from the Garage Unit as shown on the Amended Site Plan and the door(s) providing access to the Garage Unit are Common Areas and Facilities.

7. Each reference in Section 6 of the Original Master Deed to Exhibit C attached to the Original Master Deed is hereby amended to reference "Exhibit C (Phase 2)" attached hereto and made a part hereof.

8. The first sentence of Subsection 7 (b)(i) of the Original Master Deed describing certain Limited Common Areas is deleted and the following substituted:

Subject to Paragraph 7(b)(v) of the Master Deed, the exterior parking spaces or areas shown on the Amended Site Plan as "Paved Driveway and Exterior Parking" may be designated, striped and reconfigured by the Declarant and the Declarant may designate such parking spaces or areas (the "Exterior Parking Spaces") by grant of easement or license as appurtenant to one or more of the Service Units and the Declarant or such Unit Owner shall have the right to designate such space for visitors, guests, patients or other parties using a Service Unit, as the Declarant or such Unit Owner shall determine to be appropriate from time to time.

9. Subsection 7 (b)(ii) of the Original Master Deed describing certain Limited Common Areas is deleted and the following substituted:

(ii) The outdoor terrace on the exterior of the Building adjacent to Unit SN-11 (shown on the Original Floor Plans), the patio shown on the Phase 2 Floor Plans as adjacent to Unit RS-13 and the roof deck shown on the Phase 2 Floor Plans as adjacent to the third floor corridor, which shall be controlled and managed by the Owner of a Unit designated by the Declarant or, if not so designated by the Declarant, by the Trustees.

10. Subsection 7 (b)(iii) of the Original Master Deed describing certain Limited Common Areas is deleted and the following substituted:

(iii) The patios, decks, porches or balconies accessed from and adjacent to each of Units 306, 100, 101, 102, 103, 105, 107, 221, 223, 224, 225, 226, 228, 230, 231, 323, 324, 325, 326, 327, 328 and 329 shall be for the exclusive use of the Owner of the Residential Unit Owner from which such patio, deck, porch or balcony is accessed, subject, however to provisions of the Condominium Documents with respect to such use, including, without limitation, the Rules and Regulations, as they may be in effect from time to time;

11. Subsection 7 (b)(v) of the Original Master Deed describing certain Limited Common Areas is deleted and the following substituted:


(v) Each Unit Owner, by accepting a deed of a Unit, acknowledges that the Garage Unit Owner (with respect to any parking Spaces in the Garage Unit) and the Declarant (with respect to any Exterior Parking Spaces, while the Declarant owns any Unit in the Condominium, and thereafter, if not so designated by the Declarant, the Condominium Trustees) shall have the exclusive right and authority to grant parking easements or licenses with respect to Exterior Parking Spaces. No Unit Owner will be permitted to park a vehicle in the Building, in the Garage Unit or on the Land unless such Unit Owner has obtained a parking license for such vehicle.

12. 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 - DEACONNESS, INC.

By:  \_\_\_\_\_

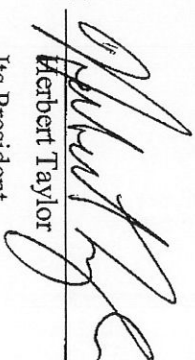
Its President

By:  \_\_\_\_\_

Its Treasurer

Assented to: Trustee of Seashore Point - Deaconess Condominium Trust  
TRUSTEE:

NEW ENGLAND DEACONNESS ASSOCIATION  
ABUNDANT LIFE COMMUNITIES, INC.,  
as Trustee as aforesaid

By:  \_\_\_\_\_  
Herbert Taylor  
Its President

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 27 day of March, 2014 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 ~~of~~ 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 New England Deaconess Association Abundant Life Communities, Inc.

*Paul W. Doherty*

Notary Public: Paul W. Doherty  
My commission expires:



**Exhibit C  
(Phase 2)**

Seashore Point - Deaconess Condominium

<u>Unit Designation</u>	<u>Phase</u>	<u>Unit Location</u>	<u>Area (SF)</u>	<u>Percentage Interest in Common Areas and Facilities</u>	<u>Number &amp; Designation of Rms</u>	<u>Immediate Common Area or Unit to Which Unit Has Access</u>
100	2	First Floor	993	0.853%	6 - K,LR/DR,2BR,2B, Balcony	Corridor
101	2	First Floor	783	0.672%	4 - K, LR,BR,B, Balcony	Corridor
102	2	First Floor	993	0.853%	6 - K,LR/DR,2BR,2B, Balcony	Corridor
103	2	First Floor	778	0.668%	4 - K, LR,BR,B, Balcony	Corridor
104	2	First Floor	766	0.658%	4 - K, LR,BR,B	Corridor
105	2	First Floor	779	0.669%	4 - K, LR,BR,B, Balcony	Corridor
107	2	First Floor	993	0.853%	7 - K,LR/DR,1BR,2B,Den,Balcony	Corridor
109	2	First Floor	778	0.668%	4 - K, LR,BR,B	Corridor
111	2	First Floor	778	0.668%	4 - K, LR,BR,B	Corridor
113	2	First Floor	1,069	0.918%	6 - K,LR/BR,2BR,2B	Corridor
200	1	Second Floor	604	0.519%	4 - K,LR/DR,BR,B	Corridor
201	1	Second Floor	662	0.568%	4 - K,LR/DR,BR,B	Corridor
202	1	Second Floor	604	0.519%	4 - K,LR/DR,BR,B	Corridor
203	1	Second Floor	659	0.566%	4 - K,LR/DR,BR,B	Corridor
204	1	Second Floor	657	0.564%	4 - K,LR/DR,BR,B	Corridor
205	1	Second Floor	770	0.661%	4 - K,LR/DR,BR,B	Corridor
206	1	Second Floor	325	0.279%	3 - K,LR/DR,B	Corridor
207	1	Second Floor	594	0.510%	4 - K,LR/DR,BR,B	Corridor
208	1	Second Floor	332	0.285%	3 - K,LR/DR,B	Corridor
209	1	Second Floor	605	0.519%	4 - K,LR/DR,BR,B	Corridor
210	1	Second Floor	654	0.562%	4 - K,LR/DR,BR,B	Corridor
211	1	Second Floor	329	0.283%	3 - K,LR/DR,B	Corridor
212	1	Second Floor	333	0.286%	3 - K,LR/DR,B	Corridor
213	1	Second Floor	536	0.460%	4 - K,LR/DR,BR,B	Corridor
214	1	Second Floor	652	0.560%	4 - K,LR/DR,BR,B	Corridor
215	1	Second Floor	545	0.468%	4 - K,LR/DR,BR,B	Corridor
216	1	Second Floor	322	0.277%	3 - K,LR/DR,B	Corridor
217	1	Second Floor	329	0.283%	3 - K,LR/DR,B	Corridor
218	1	Second Floor	967	0.831%	6 - K,LR/DR,2BR,2B	Corridor
219	1	Second Floor	652	0.560%	4 - K,LR/DR,BR,B	Corridor
220	1	Second Floor	340	0.292%	3 - K,LR/DR,B	Corridor
222	1	Second Floor	659	0.565%	4 - K,LR/DR,BR,B	Corridor
221	2	Second Floor	728	0.625%	4 - K, LR,BR,B, Balcony	Corridor
223	2	Second Floor	716	0.615%	4 - K, LR,BR,B, Balcony	Corridor
224	2	Second Floor	779	0.669%	4 - K, LR,BR,B	Corridor
225	2	Second Floor	783	0.672%	4 - K, LR,BR,B, Balcony	Corridor
226	2	Second Floor	965	0.829%	6 - K,LR/DR,2BR,2B, Balcony	Corridor
227	2	Second Floor	778	0.668%	4 - K, LR,BR,B, Balcony	Corridor
228	2	Second Floor	987	0.847%	6 - K,LR/DR,2BR,2B, Balcony	Corridor
229	2	Second Floor	385	0.331%	2 - K/BR,B	Corridor
230	2	Second Floor	986	0.847%	6 - K,LR/DR,2BR,2B, Balcony	Corridor
231	2	Second Floor	1,389	1.193%	7 - K,LR/DR,2BR,2B,Den,Balcony	Corridor



**Exhibit C  
(Phase 2)**

Seashore Point - Deaconess Condominium

<u>Unit Designation</u>	<u>Phase</u>	<u>Unit Location</u>	<u>Area (SF)</u>	<u>Percentage Interest in Common Areas and Facilities</u>	<u>Number &amp; Designation of Rms</u>	<u>Immediate Common Area or Unit to Which Unit Has Access</u>
232	2	Second Floor	766	0.658%	4 - K, LR,BR,B, Balcony	Corridor
233	2	Second Floor	778	0.668%	4 - K, LR,BR,B, Balcony	Corridor
235	2	Second Floor	778	0.668%	4 - K, LR,BR,B, Balcony	Corridor
237	2	Second Floor	1,069	0.918%	6 - K,LR/DR,2BR,2B	Corridor
300	1	Third Floor	1,068	0.917%	6 - K,LR/DR,2BR,2B	Corridor
301	1	Third Floor	633	0.543%	4 - K,LR/DR,BR,B	Corridor
302	1	Third Floor	946	0.813%	6 - K,LR/DR,2BR,2B	Corridor
303	1	Third Floor	632	0.543%	4 - K,LR/DR,BR,B	Corridor
304	1	Third Floor	770	0.661%	4 - K,LR/DR,BR,B	Corridor
305	1	Third Floor	941	0.808%	6 - K,LR/DR,2BR,2B	Corridor
306	1	Third Floor	1,196	1.027%	9 - K,LR/DR,2BR,2B,2W/C,SUNR	Corridor
307	1	Third Floor	942	0.808%	6 - K,LR/DR,2BR,2B	Corridor
308	1	Third Floor	769	0.661%	4 - K,LR/DR,BR,B	Corridor
309	1	Third Floor	1,059	0.909%	6 - K,LR/DR,2BR,2B	Corridor
310	1	Third Floor	933	0.801%	6 - K,LR/DR,2BR,2B	Corridor
311	1	Third Floor	940	0.807%	6 - K,LR/DR,2BR,2B	Corridor
312	1	Third Floor	692	0.594%	4 - K,LR/DR,BR,B	Corridor
313	1	Third Floor	940	0.807%	6 - K,LR/DR,2BR,2B	Corridor
314	1	Third Floor	659	0.566%	4 - K,LR/DR,BR,B	Corridor
315	1	Third Floor	660	0.566%	4 - K,LR/DR,BR,B	Corridor
316	1	Third Floor	656	0.563%	4 - K,LR/DR,BR,B	Corridor
317	1	Third Floor	644	0.553%	4 - K,LR/DR,BR,B	Corridor
318	1	Third Floor	643	0.552%	4 - K,LR/DR,BR,B	Corridor
319	1	Third Floor	623	0.535%	4 - K,LR/DR,BR,B	Corridor
320	1	Third Floor	652	0.560%	4 - K,LR/DR,BR,B	Corridor
321	2	Third Floor	706	0.606%	4 - K, LR,BR,B	Corridor
322	2	Third Floor	770	0.661%	4 - K, LR,BR,B	Corridor
323	2	Third Floor	691	0.593%	4 - K, LR,BR,B, Balcony	Corridor
324	2	Third Floor	956	0.821%	6 - K,LR/DR,BR,2B,Den,Balcony	Corridor
325	2	Third Floor	758	0.651%	4 - K, LR,BR,B, Balcony	Corridor
326	2	Third Floor	977	0.839%	6 - K,LR/DR,2BR,2B, Balcony	Corridor
327	2	Third Floor	758	0.651%	4 - K, LR,BR,B, Balcony	Corridor
328	2	Third Floor	976	0.838%	6 - K,LR/DR,2BR,2B, Balcony	Corridor
329	2	Third Floor	758	0.651%	4 - K, LR,BR,B, Balcony	Corridor
330	2	Third Floor	757	0.650%	4 - K, LR,BR,B	Corridor
331	2	Third Floor	939	0.806%	5 - K, LR,BR,B,Den	Corridor
333	2	Third Floor	759	0.652%	4 - K, LR,BR,B	Corridor
335	2	Third Floor	759	0.652%	4 - K, LR,BR,B	Corridor
337	2	Third Floor	1,048	0.900%	6 - K,LR/DR,2BR,2B	Corridor
RH-1-1	1	First Floor	2,245	1.927%	N/A	Corridor
RS-B-1	1	Basement	2,418	2.076%	N/A	Corridor
RS-B-2	1	Basement	533	0.756%	N/A	Corridor

**Exhibit C  
(Phase 2)**

Seashore Point - Deaconess Condominium

<u>Unit Designation</u>	<u>Phase</u>	<u>Unit Location</u>	<u>Area (SF)</u>	<u>Percentage Interest in Common Areas and Facilities</u>	<u>Number &amp; Designation of Rms</u>	<u>Immediate Common Area or Unit to Which Unit Has Access</u>
RS-B-3	1	Basement	250	0.356%	N/A	Garage
RS-B-4	2	Basement	81	0.194%	N/A	Garage
RS-B-5	2	Basement	49	0.117%	N/A	Garage
RS-1-1	1	First Floor	1,358	1.166%	N/A	Corridor
RS-1-2	1	First Floor	1,432	1.229%	N/A	Corridor
RS-1-3	2	First Floor	2,071	4.963%	N/A	Corridor
RS-1-4	2	First Floor	902	2.235%	N/A	Corridor
RS-1-5	2	First Floor	355	0.851%	N/A	Corridor
RS-1-6	2	First Floor	30	0.072%	N/A	Corridor
RS-2-1	1	Second Floor	4,342	3.728%	N/A	Corridor
RS-2-2	1	Second Floor	1,991	1.709%	N/A	Corridor
RS-2-3	1	Second Floor	96	0.082%	N/A	Corridor
RS-2-4	1	Second Floor	173	0.148%	N/A	Corridor
RS-2-5	1	Second Floor	196	0.169%	N/A	Corridor
RS-2-6	1	Second Floor	28	0.024%	N/A	Corridor
RS-2-7	1	Second Floor	89	0.076%	N/A	Corridor
RS-2-8	2	Second Floor	401	0.961%	N/A	Corridor
RS-2-9	2	Second Floor	30	0.072%	N/A	Corridor
RS-3-1	1	Third Floor	112	0.096%	N/A	Corridor
RS-3-2	1	Third Floor	93	0.079%	N/A	Corridor
RS-3-3	1	Third Floor	152	0.130%	N/A	Corridor
RS-3-4	1	Third Floor	128	0.110%	N/A	Corridor
RS-3-5	1	Third Floor	393	0.338%	N/A	Corridor
RS-3-6	1	Third Floor	27	0.023%	N/A	Corridor
RS-3-7	2	Third Floor	30	0.072%	N/A	Corridor
RS-3-8	2	Third Floor	23	0.021%	N/A	Corridor
SA-B-1	1	Basement	1,981	1.701%	N/A	Corridor
SA-B-2	1	Basement	1,831	1.572%	N/A	Corridor
SN-B-1	1	Basement	139	0.119%	N/A	Corridor
SN-B-2	1	Basement	305	0.262%	N/A	Corridor
SN-1-1	1	First Floor	16,015	13.751%	79 - Bds, B. Office, Dayrm, Dining	Corridor
Garage	2	Basement	14,322	6.148%	N/A	Ext:Door, Elev.
				100.000%		

Legend:

- B Bath
- BR Bed Room
- DR Dining Room
- K Kitchen
- LR Living Room
- SUNR Sunroom
- Ext. Door Exterior Door
- Elev. Elevator

- Phase 1 Unit in Phase 1
- Phase 2 Unit

**BARNSTABLE REGISTRY OF DEEDS**