

THIRD 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 13th day of June, 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 29, 2013, recorded on January 31, 2013 in the Registry in Book 27093, Page 202, and a confirmatory First Amendment of Master Deed February 27, 2013 in the Registry in Book 27167, Page 156, and as further amended by that second Amendment of Master Deed dated March 27, 2014, recorded in the Registry in Book 28061, Page 1 (the "Phase 2 Amendment") (collectively, the "Original Master Deed").

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

A. The Phase 2 Amendment added additional Units to the Condominium, as shown on plans (the "Phase 2 Floor Plans") recorded with the Phase 2 Amendment in the Registry in Plan Book 653, Pages 35-39.

B. Among the Residential Units shown on the Phase 2 Floor Plans were Units 322 and 324. Units 322 and 324 were shown on the Phase 2 Floor Plans as connected without a separating wall, because it was anticipated that they would be acquired by one or more related persons or entities with the right to connect such Units. The purchaser(s) have requested that the Units be conveyed separately. This Amendment of Master Deed is adopted to facilitate such interconnection but potentially separate ownership.

1. Notwithstanding any provision in the Original Master Deed otherwise, the Declarant hereby declares as follows:

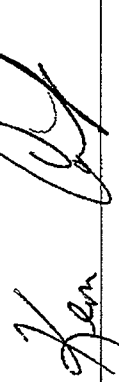
- (a) The boundary between Units 322 and 324 (the "Unit 322/ 324 Boundary") shall be as shown on Exhibit A attached hereto (delineated as a line marked "Condo #322/Condo #324") and made a part hereof.
- (b) If either Owner of Unit 322 or Unit 324 desires or intends to convey such Unit, unless otherwise approved by the Trustees, the selling Owner shall install a wall with substantially similar construction to other interior walls between Unit 322 and Unit 324 in the area of the Unit 322/324 Boundary. All such construction shall comply with otherwise applicable provisions of the Master Deed, the Declaration of Trust and the Condominium rules and regulations as may be applicable with respect to repairs or renovations of Units.
- (c) If either Owner of Unit 322 or Unit 324 fails to install a wall as described in (b) above prior to the transfer of title to the Unit, the Trustees shall automatically have the right without additional notice to either Owner, at the expense of the Owner of either Unit 322 or 324, to enter the Unit or Units and install such a wall, the expenses for which may then be specially assessed to the remaining Unit Owners as the Trustees shall determine.
- (d) From and after any such installation of a wall as described in (b) and (c) above, the Unit Boundaries of Unit 322 and Unit 324 shall be the plane of the surface of the wall studs facing the interior of such Units.

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

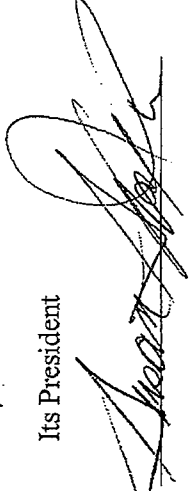
END OF PAGE – SIGNATURES APPEAR ON FOLLOWING PAGE

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

SEASHORE POINT - DEACONESS, INC.

By: 

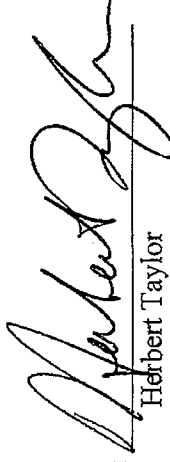
Its President

By: 

Its Treasurer

Assented to: Trustee of Seashore Point – Deaconess Condominium Trust
TRUSTEE;

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

By: 

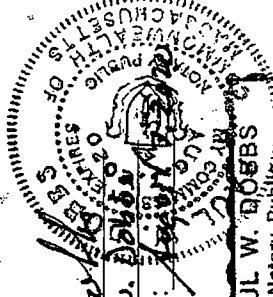
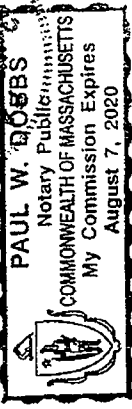
Herbert Taylor

Its President

COMMONWEALTH OF MASSACHUSETTS

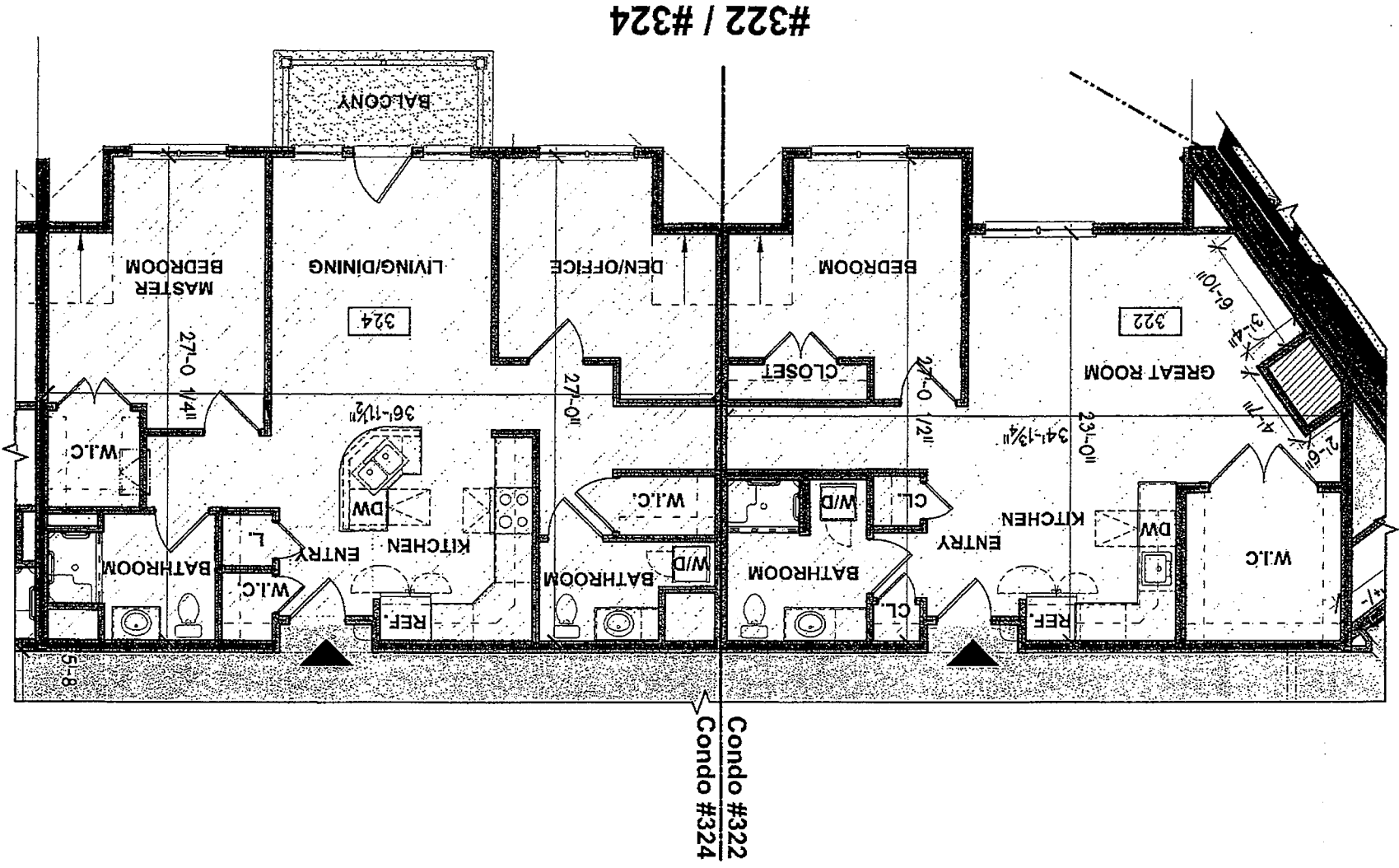
Middlesex, ss.

On this 07th day of June, 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 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 New England Deaconess Association Abundant Life Communities, Inc.


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


Seashore Point -
Deaconess
Condominium
Provincetown, MA

February 24, 2014
Sketch Plan
SCALE: 1/8"=1'-0"



BARNSTABLE REGISTRY OF DEEDS