

**AMENDMENT TO THE MASTER DEED OF THE
L. JOHN DIPALMA ESTATES HOMEOWNERS' TRUST CONDOMINIUM**

This Amendment to the Master Deed of the L. John DiPalma Estates Condominium is made this 2nd day of February, 2023, and signed and acknowledged by all of the Trustees of the L. John DiPalma Estates Homeowners' Trust (the "Trust") and signed by the owners of Units holding not less than seventy-five percent (75%) of the totaling voting power of the Owners of the Condominium.

WHEREAS, the L. John DiPalma Estates Condominium (the "Condominium"), was created pursuant to M.G.L. c. 183A and established by a Master Deed dated March 9, 1994, and recorded with the Middlesex North District Registry of Deeds in Book 6988, Page 129, as amended, and the Declaration of Trust dated March 9, 1994, and recorded with the Middlesex North District Registry of Deeds in Book 6988, Page 189, as amended;

WHEREAS, Section 15 of the Master Deed provides that the Master Deed may be amended by an instrument in writing, signed by the Owners at the time holding not less than seventy-five percent (75%) of the total voting power of the Owners, and duly recorded with the Middlesex North District Registry of Deeds;

NOW THEREFORE, pursuant to the power and authority set forth under M.G.L. c. 183A et. seq. and Section 15 of the Master Deed, and every other power in the Condominium documents and at law, the Master Deed is hereby amended as follows:

1. A new Section 9(c) is added to the Master Deed and replaces the prior Section 9(c) to read as follows:

"(c) No more than ~~ten~~ (10) Units in the Condominium shall, at any given time, be rented, let, leased or licensed for use or occupancy by anyone other than the record owner(s) thereof. In order to preserve this limitation, no Unit may be rented without the prior written consent of the Trustees, which shall grant its consent on a "first-come/first-served" basis to Unit owner(s) making written application thereof. A Unit owner shall have sixty (60) days from receipt of the Trustees' written approval of the rental application to execute the approved lease and provide the Unit to the tenant for occupancy. If a lease is not executed, or if the tenant does not take occupancy of the Unit, within said sixty (60) days, then the Trustees may review and revoke its approval of the rental application by providing written notice to the Unit owner.

The right of a Unit Owner to lease his, her or their Unit, once approved by the Trustees in accordance with this section, shall continue until such time as either: (i) the Unit Owner sells or otherwise transfers title of the Unit, (ii) the Unit Owner reoccupies the Unit as his, her or their residence, (iii) the Unit Owner notifies the Trustees, in writing, that the Unit Owner no longer intends to lease the Unit, or (iv) the Trustees revokes the right of the Unit Owner to lease the Unit

on account of the Unit Owner's or the tenant's violations of the Condominium documents (each of the foregoing shall be referred to herein as a "Lapse Event"). After a Lapse Event has occurred, the right to lease the Unit shall lapse and the Unit shall be restricted (that is, subject to the limitation on the number of Unit rentals) unless and until the Trustees authorize a new lease for the Unit as set forth herein (subject to the "first-come/first-served" provision).

Any lease, rental agreement and/or license agreement authorized hereunder or in effect at the time of this amendment shall: (1) be for a term of not less than one (1) year, and no Unit shall be leased on a short term, hotel-style basis (e.g. Airbnb, VRBO, etc.); (2) be in writing and apply to the entire Unit, and not merely a portion thereof; (3) expressly provide that the lease or occupancy agreement shall be subject in every respect to the Master Deed, Declaration of Trust and Rules and Regulations, as the same have been amended most recently prior to the execution of the lease or occupancy agreement; (4) expressly provide that the lease or occupancy agreement shall be subject in every respect to all federal, state and local laws, statutes, rules and regulations, etc., as the same may be amended; (5) comply in all respects with M.G.L. c 183A as it may be amended; and, (6) provide that the lease may not be assigned, subleased or otherwise transferred except with the prior written approval of the Trustees.

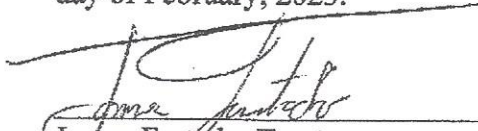
The execution of any lease, rental agreement and/or license agreement, and the rental of any Unit without strict compliance with this section shall render said lease voidable and subject the Unit Owner and tenant to the fines set forth in the Condominium documents with each day constituting a separate and independent offense. In addition, the Trustees shall have the right to immediately request the eviction of a tenant who takes possession of a Unit without complying with this section. If a Unit Owner or any tenant violates the terms of the Condominium documents, the Trustees may, in its discretion, revoke the right of the Unit Owner to lease the Unit. The Unit Owner and/or tenant shall be liable to the Trustees for any cost or expense incurred by the Trustees on account of any violations of the Condominium documents, including, but not limited to, fines (in an amount as determined by the Trustees), reasonable attorney's fees, court costs and all other costs.

In the event that any provision of this section shall be determined to be invalid or unenforceable, it shall be interpreted and construed so as to be enforceable as to the extent and in such situations as may be permitted by applicable law and in any event, the partial or total enforceability of such provisions shall not affect in any manner the validity, enforceability or effect of the remainder of this section and any license to lease Units thereunder; and, in such event, all the provisions of this section shall continue in full force and effect as if such invalid provisions had never been included herein.


A true and accurate copy of each lease authorized pursuant to this Section 9(c) must be provided to the Trustees within seven (7) days from the commencement of the lease term or thirty (30) days from the recording of this amendment in the case of lease then in effect."

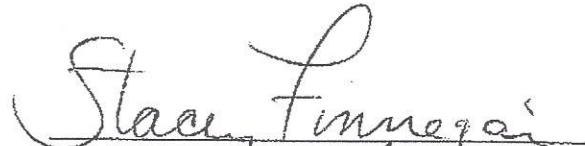
2. *Except as expressly set forth herein, the provisions of the Master Deed, as previously amended, are hereby ratified and affirmed.*

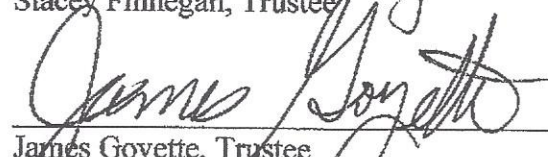
IN WITNESS WHEREOF the Board of Trustees has executed this instrument under seal this 2nd day of February, 2023.


James Furtado, Trustee


Anthony Tedesco, Trustee


James Ciaccio, Trustee


Stacey Finnegan, Trustee


James Goyette, Trustee

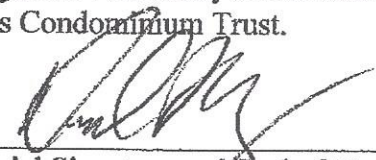

Paul Fernandez, Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

February 2, 2023

On this 2nd day of February, 2023, before me, the undersigned notary public, personally appeared the above-named Trustees, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as a duly authorized Trustee of the L. John DiPalma Estates Condominium Trust.


Official Signature and Seal of Notary
My Commission Expires:

