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Reserved for Registry Use

SHREWSBURY COMMONS CONDOMINIUM AMENDMENT TO MASTER DEED RESTRICTION ON LEASING OF UNITS

Reference is hereby made to that certain Master Deed dated January 28, 1974 and recorded with the Worcester County South District Registry of Deeds in Book 5434, Page 202, which Master Deed established, pursuant to Massachusetts General Laws, Chapter 183A, the Shrewsbury Commons Condominium.

WHEREAS the Unit Owners entitled to no less than seventy-five percent (75%) of the Undivided Interests desire to amend said Master Deed as provided for in Section 20 thereof.

WHEREAS no other consents are required.

NOW THEREFORE said Master Deed is hereby amended in accordance with the provisions of said Section 20 by deleting the existing subsection D of Section 13 and substituting the following as subsection D of Section 13:

In order to provide for a predominantly owner-occupied community, at no time may more than 20% percent of the Units be leased, rented, licensed or let (collectively referred to as "leased") at any one time.

All current Unit Owners shall be exempt from this amendment. All current Unit Owners shall retain the right to lease their respective Units without regard to any limitation on the number of Units rented at the Condominium. Current Unit Owners shall retain the right to lease to their existing tenants and to any new tenants. When a



current Unit Owner conveys or transfers title to his Unit, the rental restriction amendment shall take effect. The <u>new</u> Unit Owner shall not have an automatic right to lease his/her Unit. However, when a Unit Owner conveys a Unit into a family trust, the Unit shall remain exempt from the rental restriction.

A <u>new</u> Unit Owner who intends to lease his or her Unit shall first seek the consent of the Trustees to lease, whereupon the Trustees will notify the Unit Owner if the 20% rental limitation has been met. If the 20% limit has been met or exceeded, the Unit Owner shall not be allowed to lease the Unit. If the 20% limit has not been met or exceeded, permission shall be granted for the Unit Owner to lease the Unit. All such requests shall be granted upon a first come/first serve basis; provided, however, that the Trustees shall endeavor to ensure that all Unit Owners who so desire are granted an opportunity to rent their Unit with the aforesaid limitation for which purpose the Trustees may establish Rules and Regulations.

A Unit Owner suffering from a financial or personal hardship, which renders the Unit Owner unable to reside in their Unit, may apply to the Trustees to lease his/her Unit even though the limitation has been met. In such cases the Trustees, in their sole discretion, shall be authorized to permit the Unit Owner to lease their Unit.

In such event as during the course of occupancy of a tenant demonstrates a disregard for the provisions of this Master Deed, the Declaration of Trust and/or the Rules and Regulations, the Trustees shall so notify the Unit Owner who shall thereupon be precluded from extending the tenancy of such occupant beyond the original lease term. It shall be deemed during the period of such occupancy that the Unit Owner has irrevocably appointed and constituted the Trustees as the Unit Owner's attorney-in-fact to seek at the Unit Owner's expense the eviction, equitable relief and/or damages of and/or from such occupants upon any breach of said agreement or a violation of this Master Deed, the Declaration of Trust and/or the Rules and Regulations promulgated pursuant thereto provided that the Trustees first give the Unit Owner notice of said violation and reasonable period to cure the violation.

The provisions and restrictions on leasing as contained in this Section shall not apply to foreclosing lenders or impair the right of First Mortgagees to: (a) foreclose or take title to a Unit; or (b) accept a deed (or assignment) in lieu of foreclosure in the

event of default by a mortgagor; or (c) take possession and lease an acquired Unit even though the limitation has been met; or (d) otherwise act upon their mortgage. Notwithstanding the foregoing, a foreclosing lender shall not use any Unit for transient or hotel purposes as defined by applicable Federal Housing Administration regulations or for rentals for less than thirty (30) days.

This amendment shall take effect six months after it has been recorded at the Worcester County South Registry of Deeds.

IN WITNESS WHEREOF, we, the undersigned, being a majority of the Trustees of said Shrewsbury Commons Condominium Trust, having first received the written consent of the Unit Owners entitled to no less than seventy-five percent (75%) of the Undivided Interests, have set our hands and seals hereto

EXECUTED under seal this		June	, 2014.
	Anthony I	H Beu Bent, President	/
	Susan Qu	TAN OLU itadamo, Treasurer	tadam
MAJORITY OF THE TRUSTEES OF THE SHREWSBURY COMMONS	Dean Gic	as, Secretary	
CONDOMINIUM TRUST AND NOT INDIVIDUALLY	Anach	Shasemi, Trustee	
	Cha	rles Stai	this
	Charles S	tathis, Vice Preside	IIL

COMMONWEALTH OF MASSACHUSETTS

Middle.SelCounty, ss.
On this 13 day of, 2014, before me, the undersigned notary public, personally appeared, and 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 person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustee of said Shrewsbury Commons
Notary Public My Commission Expires: 08-15-2019 Print Notary Public's Name: Settrey Dutile Qualified in the State/Commonwealth of MA

JEFFREY DUTILE Notary Public, Massachusetts My Commission Expires August 15, 2019