

**AMENDMENT TO THE DECLARATION OF TRUST
OF
OCEAN MEADOWS OF PLYMOUTH CONDOMINIUM**

Reference is hereby made to that certain Declaration of Trust dated March 8, 1989, and recorded with the Plymouth County Registry of Deeds in Book 9072, Page 144, as may be amended, which Declaration of Trust established, pursuant to Massachusetts General Laws, Chapter 183A, the Ocean Meadows of Plymouth Condominium Trust, which is the organization of Unit Owners of the Ocean Meadows of Plymouth Condominium, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed dated March 8, 1989, and recorded with the said Registry of Deeds in Book 9072, Page 118, as may be amended.

WHEREAS the Unit Owners entitled to not less than Seventy-Five Percent (75%) of the Beneficial Interest have voted in writing to amend said Declaration of Trust as provided in Article VII thereof;

WHEREAS, no other consents are required there being no first mortgage holders which have requested notice;

WHEREAS the undersigned, represent no less than a majority of the Board of Trustees of said Condominium, have voted to amend said Declaration of Trust, as indicated by their signatures affixed below;

NOW THEREFORE said Declaration of Trust is hereby amended in accordance with the provisions of said Article VII, as follows:

- I. by adding a new Paragraph to Article V, such new paragraph being numbered 5.4.1, which provides as follows:**

5.4.1 Decks, Steps, and Walkways - Limited Common Areas and Facilities. Unit Owners at their sole expense, shall be responsible for the proper maintenance, replacement, and repair of their respective Deck and steps/walkways as Limited Common Areas and Facilities, as same are defined in Sections 7(b) and 7(c) the Master Deed (hereinafter "Deck Area" and "Walkway Area"). Each Unit Owner shall be responsible for any and all damage to any and all other Units and/or the Common Areas and Facilities caused by his failure to satisfy this maintenance obligation, including all costs, charges, attorney's fees, fines and expenses incurred by the Trust. If the Trustee(s) shall at any time in their reasonable judgment determine that any Deck Area and/or Walkway Area is in such need of maintenance or repair or is hazardous to any Unit or the occupants thereof and/or adversely affects any other Unit and/or the Common Areas and/or the Common Expenses, the Trustee(s) shall in writing request the Unit Owner thereof to perform the needed maintenance, repair, replacement and/or work and/or to correct the relevant condition and/or its cause. In such case as action thereon shall not have been commenced within the time as may be reasonably set by the Trustee(s) and thereafter diligently brought to completion, the Trustee(s) shall be entitled to have such work performed for the account of such Unit Owner whose Deck Area and/or Walkway Area is in need thereof and to enter upon and have access to such Deck Area and/or Walkway Area for these purposes. In the case of an emergency which

necessitates immediate action and the Unit Owner is unavailable or fails to take immediate action, the Trustee(s) may proceed thereto without delay. The cost incurred by the Trustee(s), including, but not limited to, attorney's fees and expenses for such as is reasonably necessary therefor shall constitute an obligation of the applicable Unit Owner and shall be considered a Common Expense attributable to such Unit, and enforceable as a lien on the Unit. The Trustee(s) may in their discretion additionally impose a fine upon a Unit Owner who, in the Trustee(s)' judgment, unreasonably fails to comply with a request made by the Trustee(s) hereunder.

Should it be necessary that any part of the Deck Area and/or Walkway Area be required to be removed for the purpose performing such work, or for the purpose of the Trustee(s) performing work upon the Common Area, the Trust will cover the costs and expenses for such removal and reinstallation.

Should a unit owner fail to properly maintain a Deck Area and/or Walkway Area, the Trustees shall charge the cost of the maintenance thereof to the Unit Owner of such unit as a common expense if the Trust performs the work because the Unit Owners fail to perform such work and such common expense shall be due upon demand and enforceable in the same manner and to the same extent as other common expenses to that unit.

Signature Page to Follow

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF we, the undersigned, representing no less than the majority of the Board of Trustees of the Ocean Meadows of Plymouth Condominium Trust, having first received the affirmative written consent/vote of the Unit Owners entitled to at least Seventy-Five Percent (75%) of the Undivided Interest, have set our hands and seals this 1st day of June 2017.

John Bellnier
John Bellnier, Trustee

Carla Oblas
Carla Oblas, Trustee

Diana Pecinovsky
Diana Pecinovsky, Trustee

COMMONWEALTH OF MASSACHUSETTS

Plymouth County, ss.

On this 1st day of June, 2017 before me, the undersigned notary public, personally appeared John Bellnier, Carla Oblas, and Diana Pecinovsky who 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 Ocean Meadows of Plymouth Condominium Trust.

Harold F. Taylor, II
Notary Public

My Commission Expires: _____

Print Notary Public's Name: _____

Qualified in the State/Commonwealth of _____

HAROLD F. TAYLOR, II

Notary Public

Commonwealth of Massachusetts

My Commission Expires

July 27, 2023