SO, ESSEX #123 Bk:36139 Pg:342

WINDSOR ESTATES CONDOMINIUM FOURTEENTH AMENDMENT OF THE MASTER DEED

THIS FOURTEENTH AMENDMENT OF THE MASTER DEED (this "Amendment") in entered into as of this 18th day of August, 2017, by and between WINDSOR COURT LLC, a Massachusetts limited liability company with a business address of 7 Ashley Court, Lynnfield, MA 01940 (the "Declarant" and "Trustee") and the Unit Owners referenced in Exhibit A attached hereto (collectively, the "Consenting Unit Owners").

Reference is made to that certain Master Deed of the Windsor Estates Condominium (the "Condominium"), dated January 25, 2012 and recorded with Essex South Registry of Deeds (the "Registry"), Book 31035, Page 474, as amended by the First Amendment of the Master Deed dated July 20, 2012 and recorded with the Registry in Book 31540, Page 286, the Second Amendment of the Master Deed dated November 15, 2012 and recorded with the Registry in Book 31937, Page 411, the Third Amendment to the Master Deed dated October 18, 2013 and recorded with the Registry in Book 32897, Page 324, the Fourth Amendment to the Master Deed dated November 12, 2013 and recorded with the Registry in Book 32949, Page 297, the Fifth Amendment to the Master Deed dated November 25, 2013 and recorded with the Registry in Book 32976, Page 214, the Sixth Amendment to the Master Deed dated May 6, 2014 and recorded with the Registry in Book 33264, Page 366, the Seventh Amendment to the Master Deed dated June 30, 2014 and recorded with the Registry in Book 33374, Page 192, the Eighth Amendment to the Master Deed dated July 18, 2014 and recorded with the Registry in Book 33416, Page 441, the Ninth Amendment to the Master Deed dated December 17, 2014 and recorded with the Registry in Book 33743, Page 316, the Tenth Amendment to the Master Deed dated August 29, 2015 and recorded with the Registry in Book 34345, Page 95, the Eleventh Amendment of the Master Deed dated October 7, 2015 and recorded with the Registry in Book 34431, Page 590, the Twelfth Amendment of the Master Deed dated July 22, 2016 and recorded with the Registry in Book 35111, Page 503 and the Thirteenth Amendment of the Master Deed dated January 30, 2017 and recorded with the Registry in Book 35647, Page 197 (as amended, the "Master Deed"). Capitalized terms used but not otherwise defined herein-shall have the respective meanings set forth in the Master Deed.

In accordance with the provisions of Section 17 of the Master Deed, the Declarant reserves the right to construct and add future phases to the Condominium and to amend the Master Deed to add such future phases to the Condominium. The Declarant and the Consenting Unit Owners now desire to amend the Master Deed to revise the Declarant's rights, pursuant to Section 17, to add additional buildings to the Condominium, as more particularly set forth below.

For good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, Declarant and the Consenting Unit Owners hereby agree, effective as of the date set forth above, the Master Deed shall be amended as follows:

1. <u>Declarant's Reserved Rights/Additional Buildings</u>. Section 17(a)(i) of the Master Deed is hereby deleted in its entirety and the following is substituted therefore:

- "(i) Additional building(s), not to exceed eighteen (18) buildings in total, each housing two (2) or three (3) Units for a total not to exceed forty-four (44) Units;"
- 2. <u>Entire Agreement/Ratification.</u> This Amendment represents the entire agreement between the parties hereto and concerns only the specific matters expressed herein. All other terms and conditions and covenants of the Master Deed are hereby ratified and confirmed and remain unmodified and in full force and effect.
- 3. <u>Inconsistencies.</u> In the event of any inconsistencies between the terms and provisions of this Amendment and the terms and provisions of the Master Deed, the terms and provisions of this Amendment shall control.

[SIGNATURE PAGE TO FOLLOW]

WITNESS the execution hereof, under seal, as of the date set forth above.

DECLARANT:

Windsor Court LLC, a Massachusetts limited liability company

By:

Gregg Monastiero, Manager

TRÚSTEE:

Windsor Court LLC, a Massachusetts limited liability company

By:

Gregg Monastiero, Manager

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 29 day of <u>duplet</u>, 2017, before me personally appeared Gregg Monastiero, Manager of Windsor Court LLC, a Massachusetts limited liability company, whose identity was proven to me by Driver's License, to be the party executing the foregoing instrument on behalf of Windsor Court LLC, and acknowledged said instrument and execution thereof, to be his/her/their free act and deed in said capacity as Manager and the free act and deed of said Windsor Court LLC.

Notary Public:

My Commission Exp

MAUREEN FRANCO
Notary Public
COMMONWEALTH OF MASSACHUSET
My Commission Expires

September 02, 2022

EXHIBIT A TO FOURTEENTH AMENDMENT OF MASTER DEED

WINDSOR ESTATES CONDOMINIUM

AFFIDAVIT OF THE TRUSTEE

The undersigned, Windsor Court LLC, Trustee of the Windsor Estate Condominium Trust created under Declaration of Trust dated January 25, 2012 and recorded in the Essex South Registry of Deeds in Book 31035, Page 502 hereby certifies in accordance with the provisions of Section 13(a) and Section 14(l)(ii) of the Master Deed, respectively that the foregoing Fourteenth Amendment of Master Deed was (i) consented to by Unit Owners representing at least seventy-five (75%) percent of the undivided interest in the Common Areas and Facilities of the Condominium; and (ii) consented to (or deemed consented to) by Eligible Mortgage Holders holding mortgages on Units which have at least fifty-one (51%) percent of the Votes of Units subject to Eligible Mortgage Holder mortgages.

TRUSTEE:

Windsor Court LLC, a Massachusetts limited liability company

Gregg Monastiero, Manager

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

____, 2017, before me personally appeared Gregg Monastiero, Manager of Windsor Court LLC, a Massachusetts limited liability company, whose identity was proven to me by Driver's License, to be the party executing the foregoing affidavit on behalf of Windsor Court LLC, and acknowledged said instrument and execution thereof, to be his/her/their free act and deed in said capacity as Manager and the free act and deed of said Windsor Court LLC.

Notary Public:

My Commission Expire

MAUREEN FRANCO Notary Public COMMONWEALTH OF MASSACHUSETTS My Commission Expires

September 02, 2022