# Worcester South District Registry of Deeds Electronically Recorded Document

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Worcester South District Registry of Deeds Anthony J. Vigliotti, Register 90 Front St Worcester, MA 01608 (508) 798-7717

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# SUNDERLAND HEIGHTS CONDOMINIUM AMENDMENT TO THE MASTER DEED

Reference is hereby made to that certain Master Deed dated March 11, 1982 and recorded with the Worcester County Registry of Deeds in Book 7432, Page 176, as amended, which Master Deed established, pursuant to Massachusetts General Laws, Chapter 183A, the Sunderland Heights Condominium.

WHEREAS said Master Deed has not heretofore been amended.

WHEREAS the Unit Owners entitled to at least seventy-five percent (75%) of the Undivided Interest desire to amend said Master Deed as provided for in Article VII, Section 7.02, thereof.

WHEREAS no other consents are required.

NOW THEREFORE said Master Deed is hereby further amended in accordance with the provisions of said Article VII, Section 7.02, by adding as new paragraph (n) to Section 5.02 of Article V the following:

#### Section 5.02:

(n) Architectural Integrity: Except upon the prior written consent of the Trustees, the architectural integrity of the Building(s) and the Units shall be preserved and to that end: no balcony, porch, garden or yard enclosure, awning, screen, antenna, sign, banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected, applied to, or placed upon or attached to or hung from any Unit, or any part thereof, on the Building(s) or upon any other Common Element; no addition to or change or replacement of any exterior light, door knocker or other exterior hardware shall be made; and no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window, including the display of "For Sale", "For Rent" or other signage,

without, in each instance, the express consent thereto in writing by the Trustees. Such restrictions shall not, however, be construed to restrict a Unit Owner's right to decorate his Unit as he should so determine; provided, however, that to the extent such decoration when viewed from the exterior of any Unit, if such shall be so viewable, detracts, in the reasonable judgment of the Trustees, from the aesthetic or architectural integrity of the Building, the Unit Owner may be required to undertake such reasonable measures as the Trustees may determine to ameliorate such detraction. Further, such restrictions shall not be construed to restrict a Unit Owner's right to move, remove, alter or change any interior, non-structural, wall or partition, nor change the use and/or designation of any room within his/her/their Unit; provided, however, that such shall not adversely affect the structural integrity of the Building(s) nor overload the Building(s) systems.

IN WITNESS WHEREOF we, the undersigned being a majority of the Trustees of The Sunderland Heights Condominium Trust, having first received the written vote of the Unit Owners entitled to at least seventy-five percent (75%) of the Undivided Interest cast in person or by proxy at a meeting duly held, have set our hands and seals this

day of November 2014.

John F. King Trustee

Victor E. Soter ,Trustee

Susan St. Martin ,Trustee

Sheri Chase ,Trustee

Robert Wilson ,Trustee

STATE/COMMONWEALTH OF Massacrisers
County, ss.
On this $\frac{4}{2}$ day of Mayor, 2014, before me, the undersigned notary public, personally appeared $\frac{1}{2}$ And $\frac{1}{2}$
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, $\square$ oath or affirmation of a credible witness known to me who knows the above signatory, or $\bowtie$ 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 Trustees of said Sunderland Heights Condominium.
Natary Public
Notary Public  My Commission Expires: 3/13/2020  Print Notary Public's Name: Mac S Kasacas  Qualified in the State/Commonwealth of MA.