

Middlesex South Registry of Deeds  
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**AMENDMENT TO THE MASTER DEED OF THE  
VILLAGES AT QUAIL RUN CONDOMINIUM**

This amendment to the Master Deed of the Villages at Quail Run Condominium (the "Condominium") is made this 18<sup>th</sup> day of July, 2023, and signed and acknowledged by a majority of the Board of Governors of the Villages at Quail Run Condominium Association, Inc. who certify that Unit Owners entitled to sixty-seven percent (67%) or more of the total interests in the Villages at Quail Run Condominium Association have voted to adopt this amendment.

WHEREAS, the Villages at Quail Run Condominium was established by a Master Deed and By-Laws recorded with the Middlesex South District Registry of Deeds at Book 35747, Page 213, and Book 51379, Page 419, respectively, as amended;

WHEREAS, Section 14 of the Master Deed provides that the Master Deed may be amended "by a vote of sixty-seven (67%) percent in interest of the Unit Owners and written consent of at least fifty-one (51%) percent of the holders of the first mortgages on mortgaged Units";

WHEREAS, M.G.L. c. 183A, Section 23 provides that where "the master deed, declaration of trust or bylaws of a condominium ... requires the consent of mortgagees prior to amending said deed, trust or bylaws, consent shall be deemed given if the following conditions are satisfied: (i) written notice of the proposed amendment to the master deed, declaration of trust or bylaws, was provided to each mortgagee who holds a first mortgage on a unit within the condominium; (ii) the governing body of the organization of unit owners provided the notice by first class mail and certified mail, return receipt requested; and (iii) the mortgagee fails to respond or object within 60 days of the date of mailing such notice. In the event of any conflict between this section and the master deed, trust or bylaws or other governing documents of the condominium, this section shall control";

WHEREAS, the Board has complied with the provisions of M.G.L. c. 183A, Section 23 and has not received any objection to the proposed amendment within the 60-day period from the notices which were sent on January 4, 2023;

NOW THEREFORE, pursuant to the power and authority set forth under M.G.L. c. 183A et. seq. and Section 14 of the Master Deed, and every other power in the Condominium documents and at law, the Master Deed is hereby amended as follows:

***1. Section 9(f) is modified to the Master Deed to read as follows:***

"(f) Notwithstanding any other provision of this Master Deed or the By-Laws to the contrary, no Condominium Unit shall be let, rented, leased, licensed, subleased, sublet, assigned or otherwise used or occupied by any person other than the Owner(s) of record thereof except in accordance with the provisions of this Section 9(f).

For the purposes of this provision, a "rental" or "lease" shall mean a situation where one or more individuals who is/are not the owner(s) or an immediate family member of the owner(s) (a spouse, children, siblings, etc. of the owner(s)) resides at the Unit in the absence of the Unit owner(s) for more than two consecutive weeks or more than two weeks in any 30 day period, regardless of whether any consideration is paid or formal/written agreement exists.

No more than ~~six~~ (6) Units in the Condominium shall, at any given time, be rented, let, leased or licensed for use or occupancy by others than the Owner(s) thereof. Notwithstanding the ~~six~~ (6) Unit limit, the Board may, in the Board's sole and absolute discretion, approve additional Units for lease in the event of an extreme hardship shown by the owner of a Unit by written application to the Board.

In order to preserve the limitation set forth above, no Unit may be rented without the prior written consent of the Board, which shall grant its consent on a "first-come/first-served" basis to Unit Owner(s) making written application thereof where, at the time or reference, the subject Unit may be rented without violating the limit set out above. A Unit Owner shall have thirty (30) days from receipt of the Board's 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 thirty (30) days, then the Board may revoke its approval of the rental application by providing written notice to the Unit Owner. A true and accurate copy of each lease authorized pursuant to this Section must be provided to the Board upon the commencement of the lease term and in the event that the Owner fails to provide a copy within thirty (30) days from the commencement of the lease term, the Unit account shall be subject to fines as set forth herein.

Any lease approved hereunder shall be to a senior citizen, or to a senior citizen and his or her spouse. Upon expiration of the lease term, the Unit Owner's right to lease said Unit shall lapse and said Unit shall henceforth be restricted unless and until the Board authorizes a new lease for the Unit as set forth herein. Except in a case of hardship as determined by the Board, any lease authorized hereunder shall 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.). In addition, Units may only be rented after the Unit Owner seeking to rent the Unit has occupied the Unit for a minimum of one (1) year.

Any lease authorized hereunder shall also comply with the following conditions:

- a) Be in writing and apply to the entire Unit, and not merely a portion thereof;
- b) Expressly provide that the lease or occupancy agreement shall be subject in every respect to the Master Deed, By-Laws and Rules and Regulations, as the same have been amended most recently prior to the execution of the lease or occupancy agreement;
- c) 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;
- d) Comply in all respects with M.G.L. c 183A as it may be amended;
- e) Shall provide that the lease may not be assigned, subleased or otherwise transferred except with the prior written approval of the Board; and,
- f) Shall contain the following provision, in capital letters, double spaced:

"IMPORTANT CLAUSE

LESSEE ACKNOWLEDGES BY HIS/HER EXECUTION OF THE LEASE HERewith THAT HE/SHE HAS RECEIVED AND/OR REVIEWED A COPY OF THE MASTER DEED, BY-LAWS AND RULES AND REGULATIONS OF THE VILLAGES AT QUAIL RUN CONDOMINIUM, COPIES OF WHICH ARE ATTACHED HERETO AND INCORPORATED HERewith. LESSEE AGREES THAT HE/SHE WILL NOT VIOLATE THE PROVISIONS OF ANY SAID DOCUMENTS AND, TAKE HIS/HER LEASE SUBJECT TO ALL OF THE REQUIREMENTS OF THE AFOREMENTIONED DOCUMENTS, NOTWITHSTANDING ANY PROVISIONS FOUND IN THIS LEASE AND THAT IN THE EVENT OF A CONFLICT BETWEEN THE LEASE AND THE RIGHTS GRANTED THEREUNDER, AND THE CONDOMINIUM DOCUMENTS, AND ANY AMENDMENTS THERETO, THE CONDOMINIUM DOCUMENTS, AS AMENDED, WILL BE THE CONTROLLING SOURCE OF THE OBLIGATIONS CONTAINED HEREUNDER. LESSEE ACKNOWLEDGES THAT HE/SHE WILL BE JOINTLY AND SEVERALLY LIABLE WITH THE UNIT OWNER FOR ANY VIOLATION OF THE CONDOMINIUM DOCUMENTS AND THAT IN THE EVENT OF A VIOLATION OF THE PROVISIONS OF THE CONDOMINIUM DOCUMENTS THAT ANY LEASE HEREUNDER MAY BE TERMINATED, AT THE SOLE DISCRETION OF THE BOARD OF GOVERNORS, ALL IN CONFORMITY WITH THE CONDOMINIUM DOCUMENTS AND MASSACHUSETTS GENERAL LAWS. SAID TERMINATION BY THE BOARD OF GOVERNORS SHALL NOT RELIEVE THE UNIT OWNER AND/OR LESSEE OF ANY LIABILITY WHICH SAID UNIT OWNER AND/OR LESSEE MAY HAVE TO THE CONDOMINIUM ASSOCIATION, NOR RELIEVE THE UNIT OWNER AND/OR LESSEE FROM ANY DAMAGE DUE TO THE ASSOCIATION AND ALL APPLICABLE FINES, ATTORNEY'S FEES AND COSTS AS SET FORTH IN THE CONDOMINIUM DOCUMENTS. LESSEE FURTHER ACKNOWLEDGES THAT THE CONDOMINIUM ASSOCIATION, PURSUANT TO THE CONDOMINIUM DOCUMENTS, WILL HAVE THE RIGHT TO ENTER THE UNIT AS MAY BE PROVIDED WITHIN SAID DOCUMENTS."

The provisions of this Section and any Rules and Regulations adopted pursuant hereto shall take precedence over any other section in any lease or occupancy agreement.

Notwithstanding anything to the contrary herein, and notwithstanding any custom, law, or usage to the contrary, it is expressly understood and agreed that the Board, and/or its agents, servants, and/or employees shall not bear any personal or individual responsibility with respect to said lease or occupancy agreement.

Notwithstanding anything to the contrary herein, no part of the Condominium Documents now or hereafter adopted or promulgated (including but not limited to the provisions of this Section) shall ever be deemed to prevent, restrict, discourage, or hinder, in fact, in any manner whatsoever the alienation, conveyance, mortgage, purchase, sale, rental, lease, license, use or occupancy of Units or any negotiations in connection therewith because of race, religion, creed, color, national origin, sex, sexual orientation, ancestry, marital status, status as a veteran or member of the armed services, or any ethnic group, blindness, or by any reason of the fact that children will occupy such Unit, receipt of public assistance, or, in addition to the foregoing, by any reason whatsoever prohibited by any federal, state, county or municipal law.

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 per-diem fines in such amounts as may be determined by the Board of Trustees from time to time, with each day constituting a separate and independent offense. If a Unit owner or any tenant violates the terms of the Condominium documents, the Board 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 Board for any cost or expense incurred by the Board on account of any violations of the Condominium documents, including, but not limited to, fines, reasonable attorney's fees, court costs and all other costs. In addition, the Board shall have the right to immediately request the eviction of a tenant who takes possession of a Unit without complying with this Section. The Unit Owner and/or tenant shall be liable to the Association for any cost or expense involved therein, including, but not limited to, fines (in an amount as determined by the Board), 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."

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

SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)

IN WITNESS WHEREOF the Board of Governors has executed this instrument under seal this 18 day of July, 2023.

Diane G. Bemis  
Diane G. Bemis, Governor

Diane G. Bemis

Alison Towle  
Alison Towle, Governor

Ron Schaller  
Ron Schaller, Governor

Michael T. McCormack  
VICE PRESIDENT, Governor

MICHAEL T. MCCORMACK

John DeRusha  
John DeRusha, Governor

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

July 18<sup>th</sup>, 2023

On this 18 day of July, 2023, before me, the undersigned notary public, personally appeared in person, proved to me through satisfactory evidence of identification, which was 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 member of the Board of Governors of the Villages at Quail Run Condominium Association, Inc.

[Signature]  
Official Signature and Seal of Notary

