

**AMENDMENT OF
OCEAN PINES CONDOMINIUM TRUST**

REFERENCE is made to Ocean Pines Condominium Trust under a Declaration of Trust dated October 24, 2017 and recorded with the Barnstable County Registry of Deeds in Book 30851 Page 1 (the "Trust").

WHEREAS, pursuant to Section 7.1 of the Trust, the Trustees of the Trust, with the consent in writing of the Unit Owners holding at least seventy percent (70%) of the Beneficial Interest in the Trust, may at any time amend, alter, add to or change the Trust; and

WHEREAS, the Trustees and Unit Owners wish to amend the Trust to revise certain sections of Article III and Article V;

NOW THEREFORE, pursuant to Section 7.1 of the Trust, the undersigned hereby agree and provide as follows:

1. Section 3.1 of the Trust is hereby deleted in its entirety and the following Section 3.1 is inserted in the place thereof.

Section 3.1. Initial Board. The Initial Board of Trustees shall consist of the Trustee named in the first paragraph of this Declaration of Trust, to wit: Eastern Sky, LLC (hereinafter called the "Initial Board"). The term of the Initial Board shall end upon the earliest to occur of the following events: (a) 120 days after seventy-five percent (75%) of the total number of units in the Condominium have been conveyed to unit purchasers, or (b) three (3) years following the conveyance of the first unit. Notwithstanding any other term or provision of this Trust to the contrary; (a) the Unit Owners shall have no power or right to remove the Initial Board, nor to appoint any additional or successor Trustees, until the expiration of the term of said Initial Board shall have expired as set forth in this Paragraph; and (b) during the term of the Initial Board, any vacancy in the office of a Trustee, however caused, shall be filled only by the designation of the Declarant of the Master Deed. The Initial Board of Trustees shall resign at the end of its term

2. Section 5.8 of the Trust is hereby deleted in its entirety and the following Section 5.8 is inserted in the place thereof.

Section 5.8. Insurance.

- A. The Trustees shall obtain and maintain, to the extent obtainable, a master policy of insurance providing fire and extended coverage insurance insuring the Condominium,

including without limitation, the Common Areas and Facilities, and the Units from the interior surface of the wall studs to the exterior surface of the clapboard in an amount at least equal to the full replacement value thereof (as determined by the Trustees not less frequently than on the renewal date of the policy), without deduction for depreciation. In determining full replacement value, the Trustees may reasonably rely upon the advice of the insurer or their insurance agent. Such insurance shall name the Trustees as Insurance Trustees for the benefit of all Unit Owners and their mortgagees, with loss payable to and adjusted by the Trustees as Insurance Trustees in accordance with the provisions of these By-Laws. The Master Insurance policy shall not insure all fixtures, additions, alterations and improvements within the Units, including, but not limited to, sheetrock; interior paint; interior trim; all flooring in all rooms; appliances; light fixtures and fans; fireplaces; cabinets, vanities and countertops; HVAC equipment and ductwork; hot water heater; electrical panels; and any furniture, furnishings, household and personal property belonging to and owned by individual Unit Owners.

- B. Policies for such casualty insurance shall provide: (i) that the insurance company waive any right of subrogation against the Trustees and their agents and employees and the Unit Owners and their respective employees, agents, tenants and guests; (ii) that the insurance shall not be prejudiced by any act or neglect of any Unit Owners of occupants of a Unit or any other person or firm (including employees and agents of the Trustees) when such act or neglect is not within the control of the Trustees (or Unit Owners collectively); (iii) that such policies may not be canceled or substantially modified without at least twenty (20) days prior written notice to all Unit Owners and mortgagees of Units to whom certificates of insurance have been issued; (iv) that recovery thereunder shall not be affected on account of the availability of proceeds under any policies obtained by individual Unit Owners covering their own Units; and (v) if available, that the company shall waive any right it may have under the policy to repair or restore damage should the Unit Owners elect to terminate the Condominium because of such damage.
- C. The Trustees shall also obtain and maintain, to the extent obtainable: (i) public liability insurance in such limits as the Trustees may, from time to time, determine but in no case less than a single limit of \$500,000 for injury or death to one person and for injury or death to more than one person in the same accident and a limit of \$50,000 for damage to property, covering the Trustees and each Unit Owner with respect to liability arising out of ownership, maintenance or repair of the Common Areas and Facilities, such insurance to provide cross liability coverage with respect to liability claims of any one insured thereunder against any other insured thereunder; and (ii) such other insurance as the Trustees may from time to time deem to be desirable or appropriate, including, without limitation, fiduciary liability insurance and workmen's compensation insurance.
- D. The Unit Owners shall carry insurance for their own benefit insuring all fixtures, additions, alterations and improvements within the Unit, including any furniture, furnishings, household and personal property belonging to and owned by individual Unit Owners with a minimum of \$100,000 in coverage excluding furniture, furnishings,

household and personal property, provided that all such policies shall contain waivers of subrogation, and further provided that the liability of the carriers issuing insurance obtained by the Trustees shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

- E. Each Unit Owner shall have the duty to report immediately to the Trustees any improvements made to his Unit in excess of One Thousand Dollars (\$1,000.00), so that the Trustees may increase as necessary the amount of insurance coverage required by these By-Laws, and the Unit Owner making the improvement shall pay the cost of the additional insurance coverage, if any, resulting therefrom.

EXECUTED as a sealed instrument this 7th day of August, 2019.

Ocean Pines Condominium Trust

By: Eastern Sky LLC, Trustee

By:




Brian Hebb, Manager

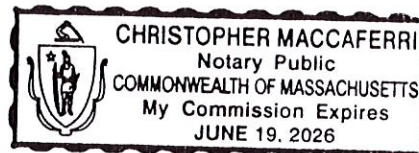
COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS

On this 7th day of August, 2019, before me, the undersigned notary public, personally appeared Brian Hebb, proved to me through satisfactory evidence of identification, which was a FL Drivers License, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily, as his free act and deed, for the stated purpose as Manager of Eastern Sky LLC, Trustee of Ocean Pines Condominium Trust.



Notary Public: Christopher Maccaferri
My Commission Expires: June 29, 2026



BARNSTABLE REGISTRY OF DEEDS
John F. Meade, Register