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**BURLINGTON HEIGHTS 235 CONDOMINIUM
/ AMENDMENT TO MASTER DEED
NO SMOKING RESTRICTION**

Reference is hereby made to that certain Master Deed dated August 19, 2011 recorded with the Middlesex County South District Registry of Deeds ("Registry") in Book 57323, Page 31, as amended of records, which Master Deed established pursuant to Massachusetts General Laws, Chapter 183A, the Burlington Heights 235 Condominium.

WHEREAS the Master Deed has heretofore been amended.

WHEREAS the Unit Owners entitled to at least sixty-seven percent (67%) of the Undivided Interest desire to amend said Master Deed as provided for in Section 17 thereof.

WHEREAS no other consents are required.

NOW THEREFORE said Master Deed is hereby further amended in accordance with the provisions of said Section 17 by deleting Section 12N of the Master Deed in its entirety and substitution in lieu thereof the following Section 12N:

Section 12N. Effective immediately, smoking shall be prohibited everywhere on the property of the Condominium including, but not limited to, individual units, indoor and outdoor exclusive use areas, and indoor and outdoor common areas. No Unit Owner shall smoke, or permit smoking by any occupant, agent, tenant, invitee, guest, friend, or family member anywhere on the property. Smoking shall include the inhaling, exhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco, or other similar heated, smoldering or lit product.

Notwithstanding the said prohibition against smoking, the Board may designate (or remove from designation), an outdoor area for smoking, provided this smoking area(s) shall not cause secondhand smoke to drift into indoor common areas, exclusive use areas or individual units.

Notwithstanding the said prohibition against smoking, smoking shall be allowed in the following units (collectively the "Grandfathered Units") but only until such time as the unit is conveyed or transferred. Grandfathered units occupied by tenants shall become no smoking upon the expiration of the current lease term, but no longer than one (1) year from the effective date hereof.

Owner-Occupied Grandfathered Units:

Unit #	Current Unit Owner
207	Veronica and Joseph Mirra

Renter-Occupied Grandfathered Units:

Unit #	Current Unit Owner	Lease Expiration Date

- a. In the event residents complain of second-hand smoke the Board in its sole discretion may require the Owner of the Grandfathered Unit to take one or more of the following steps, or any other steps as determined by the Board, solely at the Owners expense:
 - i. Purchase a filter system, such as HEPA filter system, and operate it inside the unit at a level that prevents smoke from migrating to surrounding areas; and/or
 - ii. Seal all penetrations in walls, ceilings and floors to prevent smoke from migrating to surrounding areas and units; and/or

- iii. Require the resident to cease from smoking in the Unit, at which time said Unit shall no longer be deemed a Grandfathered Unit and thereafter shall be subject to the terms of this smoking restriction.

While this restriction is intended to render the Condominium premises (except to the extent provided as to grandfathered units) smoke free, the Board of Trustees is not a guarantor of a smoke-free environment hereunder. The Board of Trustees shall have the right, but not the obligation, to enforce this restriction if the Board determines, in its discretion, that it is appropriate to do so in any individual case or circumstance. If the Board of Trustees determines to take any such action, then in addition to its other rights and remedies under the constituent documents of the Condominium, at law, and in equity, the Board of Trustees shall be entitled to recover its costs and expenses, including all attorneys' fees and court costs, incurred in enforcing this restriction.

If the Board of Trustees determines, in its discretion and for any reason, not to pursue enforcement of this restriction in any individual case or circumstance, any unit owner may bring his or her own separate action to enforce this restriction against any other unit owner who violates (or whose unit occupant, agent, tenant, invitee, licensee, guest, friend, or family member violates) this provision. If a unit owner who brings such an action succeeds in establishing that the other unit owner has violated this restriction, the unit owner bringing such action shall be entitled to recover his or her costs and expenses, including reasonable attorneys' fees and court costs, incurred in such action from the other unit owner.

No unit owner, occupant, agent, tenant, invitee, licensee, guest, friend, family member or other person shall be entitled to recover from the Board of Trustees any attorneys' fees, court costs, or other costs or expenses, incurred in any action brought by, or against, the Board of Trustees under or pursuant to this restriction, including, without limitation, any action to enforce this restriction or any action for failure to enforce this restriction, regardless of whether any such unit owner, occupant, agent, tenant, invitee, licensee, guest, friend, family member or other person prevails in such action.

Burlington Heights, LLC, as Declarant, hereby joins in and consents to this Amendment.

In all other respects, the Master Deed as hereby amended is hereby ratified and affirmed.

IN WITNESS WHEREOF we, the undersigned being a majority of the Trustees of the Burlington Heights 235 Condominium Trust, having first received the written consent of the Unit Owners entitled to at least sixty-seven percent (67%) of the Undivided Interest, all of which are attached hereto, have set our hands and seals this 26th day of OCTOBER, 2013.

William T. McDonough
William T. McDonough, Trustee of the
Burlington Heights 235 Condominium Trust

Paul Kilduff
PAUL KILDUFF, Trustee of the
Burlington Heights 235 Condominium Trust

Don T. McLaughlin
DON T. MCLAUGHLIN, Trustee of the
Burlington Heights 235 Condominium Trust

_____, Trustee of the
Burlington Heights 235 Condominium Trust

_____, Trustee of the
Burlington Heights 235 Condominium Trust

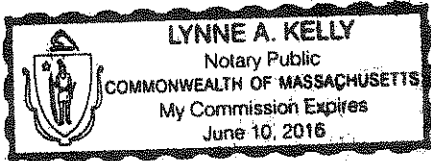
Burlington Heights, LLC

By: Robert W. Murray
Robert W. Murray, Sole Manager

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 26 day of October, 2013, before me, the undersigned notary public, personally appeared William McDonough, Paul Kelduff and Eugene "Terry" McSwaney 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 persons whose names are signed above, and acknowledged the foregoing to be signed by them voluntarily for its stated purpose, as Trustees of said Burlington Heights 235 Condominium Trust.

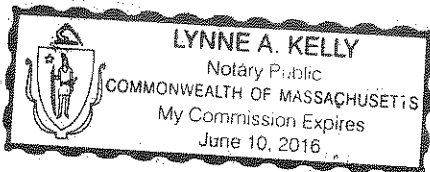


[Signature]
Notary Public
My Commission Expires: 6/10/2016
Print Notary Public's Name: Lynne A. Kelly
Qualified in the State/Commonwealth of Massachusetts

COMMONWEALTH OF MASSACHUSETTS

Middlesex County, ss.

On this 26 day of Oct, 2013, before me, the undersigned notary public, personally appeared Robert W. Murray, 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 voluntarily for its stated purpose, as Manager of said Burlington Heights, LLC.



[Signature]
Notary Public
My Commission Expires: June 10, 2016
Print Notary Public's Name: Lynne A. Kelly
Qualified in the State/Commonwealth of Middlesex MA