N O T A N N O T A N

FFICIAL GREAT HILLS HOMEOWNERS ASSOCIATION, INC.

AMENDMENT TO ARTICLES OF THE DECLARATION OF COVENANTS, N RESTRICTIONS AND RESERVAGIONS

Great Hills Homeowners Association, Inc. ("GHHA" or the "Association"), by its duly elected officers and the undersigned, each being a Member of the Association and an Owner or one or follows lists in the Great Hills subdivision, Mefined below, all as set forth in the Articles of the Declaration of Covenants, Restrictions and Reservations for Great Hills, East Sandwich, Barnstable County, Massachusetts ("Restrictions") dated August 15, 1974 and recorded in Book 2088 and Page 114 of the Barnstable County Registry of Deeds, and also registered with the Barnstable Land Court Registry as Document Number 192,857 and Certificate of Title 58,032, as amended by Document recorded in Book 2138 and Page 102 of the Barnstable County Registry of Deeds and also registered with the Barnstable Land Court Registry as Document Number 192,858, affecting the land in Sandwich, Barnstable County, Massachusetts shown on a plan entitled "Great Hills Definitive Subdivision Plan of land in Sandwich, Mass. for Richard W. Leydon" dated December 10, 1973, revised February 20, 1974 by Cape Cod Survey Consultants and recorded in Barnstable Registry Plan 282, Pages 1 through 11 ("Great Hills subdivision"), which Restrictions were on January 2, 2019 extended until July 1, 2039, which extension is recorded in Book-32138 and Page 26 of the Barnstable County Registry of Deeds and also registered with the Barnstable Land Court Registry as Document Number 1,373,329, hereby state as follows:

WHEREAS, the Restrictions have been imposed upon said land and run with said land and are binding upon all persons now or hereafter having any right, title or interest therein; and

WHEREAS, the right to enforce the Restrictions is assigned to the Association by an Assignment dated July 6, 1989 and recorded in Book 6801 and Page 82 of the Barnstable County Registry of Deeds and also registered with the Barnstable Land Court Registry as Document Number 487,168; AND

WHEREAS, at an annual meeting of the Association held on July 27, 2023, being present a quorum of the directors of the Association for the purposes of voting, the Members and Lot Owners voted to amend the Restrictions;

NOW, THEREFORE, come the undersigned and agree as follows:

- 1. That, pursuant to Article VI, Section 6.3 of the Restrictions, by agreement of the record owners of not less than ninety (90) Lots of the Great Hills Subdivision, the Restrictions be, and hereby are, amended as follows:
 - a. Article I, Section 1.7 is hereby <u>deleted</u>.
 - b. Article I, Section 1.8 is hereby <u>deleted</u> and the following new Section 1.8 is substituted therefor:

"The amount of each statement for regular, special or supplemental assessments, delinquent fees, charges, penalties, together with interest

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thereon, if not paid on the date when due, shall become delinquent and, together with interest thereon at the rate of one and one half percent (1.5%) per month and all costs and expenses of collection, including but Nnot limited to reasonable attorneys. Trees, incurred by the Association, including in any proceeding Nbrought to collect such runpaid common expenses and assessments, definquent fees, charges, penalties and interest charged to a delinquent Owner, or Owners, shall become a charge assessed against the Lot and a continuing lien on the Lot so assessed, which assessment shall bind such Lot in the hands of the then Owner or Owners.

Such lien shall have priority over all other liens except (a) real estate taxes and other municipal liens, and (b) a first mortgage on the Lot in question which was recorded prior to the time the assessment or charge was first levied. Such amount shall also constitute a personal debt of the Owner, or Owners, of the Lot on the date of the assessment by the Association and shall remain the personal obligation of the Owner, or Owners, and shall not pass to his or her successors in title unless expressly assumed by them.

By acceptance of any deed to any of the Lots, each Owner thereof thereby covenants with the Association that any assessment by the Association for which said Owner is liable may be enforced by selling the Lot, together with any improvements thereon, by virtue of the STATUTORY POWER OF SALE, pursuant to Section 21 of Chapter 183 of the Massachusetts General Laws, as though said Owner had granted a mortgage at the time of such acceptance of said deed to the Association to secure such assessments as may from time to time be due to the Association by the Owner.

Such lien may also be foreclosed by the Association in like manner as a condominium assessment lien under Massachusetts General Laws chapters 183A and 254, as amended. The Association shall furnish, upon demand by any Owner and for a reasonable charge thereto, a certificate in writing signed by any member of the Board of Directors (other than the Owner who demanded the certificate) attesting that any annual, special and/or supplemental assessment, fee, charge, or penalty is paid or outstanding.

Any such certificate, if recorded in the Barnstable Registry of Deeds within thirty (30) days of its date, shall be conclusive evidence of the facts stated therein.

To the extent this Section 1.8 shall conflict with any other provision of these By-Laws, this Section 1.8 shall control."

c. Article II, Section 2.4 is hereby <u>deleted</u> and the following new Section 2.4 is substituted therefor:

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"Unless otherwise specially permitted by the Association's Board of Directors upon application thereto, no lot shall be used for any purpose other than as a single family residential dwelling for the Owner's primary or secondary residence. No business, trade or valling shall be conducted on any lot other thankthe practice of a profession, and then only within the dwelling bouse thereor. No separate professional or office building shall be permitted and no social organization, clubs or similar organizations shall occupy any lot or building.

Short term use of a residential dwelling unit and/or any room or rooms in a dwelling unit for any consideration, including non-monetary consideration, for living or sleeping purposes for a period of less than thirty (30) days is strictly prohibited.

Prohibited use shall include any use of a dwelling unit, or room(s) in a dwelling unit, as a bed and breakfast, regardless of whether or not the owner/operator resides in the dwelling unit, and/or any non-residential and/or commercial or business use, including transient, hotel, motel, lodging, lodging house, vacation rental, nightly rental, tourist home, tourist house or similar usage by individuals who do not use such residential dwelling unit as a bona-fide primary or secondary residence.

The Owner of a residential dwelling unit deemed by the Board of Directors to be in Violation of any rule or regulation concerning short-term rental use thereof shall within ten (10) days of notice of any violation abate the same. In addition, failure to abate any violation within ten (10) days shall subject the Owner to a daily fine of such sum as is approved by the Board of Directors, until said violation is fully abated, and such fine, together with accrued interest, shall be a charge and continuing lien upon the Lot and subject to enforcement in accordance with Section 1.8, including reimbursement of all investigative costs of and legal fees incurred by the Association to confirm compliance and/or enforcement."

- 3. In all other respects, the Restrictions, as amended, are wholly ratified and affirmed as if fully set forth herein.

[Remainder of Page Intentionally Blank]

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OFFICIAL Executed as a sealed instrument this Jay of August 2023 by the aforementioned Association and the following record Members/Owners of the lots of the Great Hills Subdivision attached hereto:
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OFFICIAL JOFFICIAL
By: John T. Walker, president
By. Hold I. Walker, president
By: Catherine C. Noke, clerk
COMMONWEALTH OF MASSACHUSETTS
BARNSTABLE, ss.
all all
On this 9 day of August 2023, before me, the undersigned notary public, personally appeared John T. Walker, known to me or proved to me through satisfactory
evidence of identification, which were What Durit Menal , to be the person 150 N
whose name is signed on the preceding or attached document, and acknowledged to gie
that he signed it voluntarily for its stated purpose.
Notary Public
Annahalia Magrado
Notary, Public "
COMMONWEALTH OF MASSACHUSETTS Commonwealth of Massachusetts My Commission Expires February 28, 2025
BARNSTABLE, ss.
p.M.
On this day of August 2023, before me, the undersigned notary public,
personally appeared Catharine C. Noke, known to me or proved to me through satisfactory evidence of identification, which were M. D. D. to be
the person whose name is signed on the preceding or attached document, and
acknowledged to me that she signed it voluntarily for its stated purpose.
- c/S(1) +
Markell III Aller 3 1868
Notary Public
My commission expires:
Anabelle Morrison
Commonwealth of Massachusetts
My Commission Expires Eebruary 28, 2025

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OFFICIAL OFFICATE OF VOITE PY

GREAT HILLS HOMEOWNERS ASSOCIATION, INC.

The undersigned, being the duly appointed Clerk of Great Hills Homeowners Association, Inc. (the "Corporation" or "Association"), a non-profit Massachusetts Corporation duly organized under Massachusetts General Laws Chapter 180 and with a principal place of kusiness at P.O. Box 461, East Sandwich, Massachusetts 02537-0461, hereby certifies that the following act or acts were taken by requisite vote at an annual meeting of the Directors and Members of the Corporation held on July 27, 2023, at which a quorum was present for the purposes of voting, and that proper record of such proceedings has been recorded with the books and records of the Corporation. The undersigned further certifies that the following votes are ratified and affirmed, in full force and effect, that none of the following named officers have resigned or been removed, and that the undersigned is still the validly appointed Clerk of the Corporation.

VOTED, by agreement of the record owners of at least ninety (90) lots in the Great Hills Subdivision, to amend Section 1.7 and Section 1.8 of Article I, and to amend Section 2.4 of Article II, of the Articles of the Declaration of Covenants, Restrictions and Reservations attached hereto;

VOTED, to obtain, if possible, from the record owners of at least ninety (90) lots in the Great Hills Subdivision, the consent in writing to the amendment of the Restrictions, and to record the consents of the Lot Owners with the Barnstable County Registry of Deeds.

Dated: August 9, 2023

ATTEST

By: Cathorine C. Noke, clerk,

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss.

On this _____ day of August 2023, before me, the undersigned notary public, personally appeared Catharine C. Noke, known to me or proved to me through satisfactory evidence of identification, which were ______, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public

My commission expires: