

Dukes County Registry of Deeds
Electronically Recorded Document

This is the first page of the document - Do not remove

Recording Information

Document Number	: 7613
Document Type	: AMEND
Recorded Date	: November 20, 2020
Recorded Time	: 09:08:44 AM
Recorded Book and Page	: 01552 / 202
Number of Pages(including cover sheet)	: 3
Receipt Number	: 228528
Recording Fee	: \$105.00

Dukes County Registry of Deeds
Paulo C. DeOliveira, Register
81 Main Street
PO Box 5231
Edgartown, MA 02539
508-627-4025
www.Masslandrecords.com

AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS

Waterview Association, Inc., being the record owner of the lots of certain real estate located in the County of Dukes County, Massachusetts described below, declares that the *Declaration of Covenants and Restrictions* recorded in Registry Book 1061, Page 829, at the County of Dukes County Registry of Deeds was hereby amended pursuant to Article VIII, Section 5 of such Declaration by the affirmative vote of owners of two-thirds of the lots at a meeting held on October 24, 2020, as follows:

1. Replacing Section 1 of Article VI in its entirety with the following provision:

“Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner-member hereby covenants and agrees to pay to the Association annual and special assessments as provided in this Article VI. Each such assessment, together with interest thereon and the cost of collection thereof as hereinafter provided, shall be a charge upon the land and shall be a continuing lien upon the property against which each assessment is made, and, in addition, shall be the personal obligation of the person who was the owner of the property at the time when the assessment fell due.”

2. Replacing Section 2 of Article VI in its entirety with the following provision:

“Section 2. Purpose of Assessments. The assessments described in Section 1 hereof shall be used exclusively for the purpose of promoting the health, welfare, safety, recreation and enjoyment of the owner-members and in particular for maintaining the predominantly natural and open state of the Common Undeveloped Properties and in relation to the Common Developed Properties for the improvement and maintenance of properties, services and facilities; provided, however, that no part of this assessment shall be used for placing asphalt, concrete or any other commercial paving surface on any road, land, trail or way specified in Article 1(d) hereof, except pursuant to a majority vote of the Association’s members. Such assessments may be used for the maintenance of the roads and the adjacent areas, payment of taxes and insurance on the Common Property, and repair thereof or replacement or addition thereto, and for the cost of labor, equipment, materials, management supervision and any other labor, equipment, materials, management supervision and any other services necessarily or reasonably incurred for the maintenance of Common Property, costs of other insurance that furthers the purposes of the Association, including directors’ and officers’ insurance, and any other liabilities of or claims against the Association under this Declaration or otherwise, including indemnification of directors and officers.”

3. Adding a new Section 5A after Section 5 of Article VI:

“Section 5A. Special Assessments. In addition to the Annual Assessment, the Board of Directors of the Association may fix one or more special assessments during any period if such assessment is necessary to carry out the purposes described in Section 2 of this Article VI, including but not limited to satisfying any indemnification or other obligation of the Association.

Written notice of such assessment shall be sent to every owner-member. The special assessments so assessed shall be due within thirty (30) days of the date of such notice.”

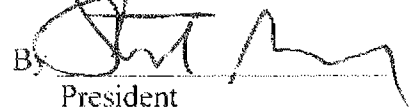
4. Replacing Section 7 of Article VI in its entirety with the following provision:

“Section 7. Effect of Non-Payment of Assessment: The Personal Obligation of the Member; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being dates specified in Sections 5 or 5A hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof hereinafter, provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner-member, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner-member to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the simple annual rate of 12% and the Association may bring an action at law against the owner-member personally obligated to pay the same or to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment above provided and a reasonable attorney’s fee to be fixed by the court together with the costs of the action.”

Owner by deed recorded at the)
Dukes County Registry of Deeds)
Lots A, B, C, D, 45B, 58A, and 58B)
In Book 332, Page 317.)

Waterview Association, Inc.



President
Stuart Marsh

COMMONWEALTH OF MASSACHUSETTS :
State of Vermont

SS.

Windsor
COUNTY OF ~~FRANKLIN~~ COUNTY :

On this 12th day of November 2020, before me personally appeared Stuart Marsh, President of Waterview Association, Inc. and acknowledged the foregoing instrument to be the free act and deed of Waterview Association, Inc.

Renee Hebert

(official signature and seal of notary)

My commission expires:

RENEE HEBERT
Notary Public, State of Vermont
My Commission Expires Jan. 31, 2021