

SPECIAL AMENDMENT TO THE
MASTER DEED OF THE
OLD STONE BANK CONDOMINIUM

This Special Amendment (the “**Special Amendment**”) is made as of the 27th day of October, 2023 to the Master Deed of the Old Stone Bank Condominium dated as of June 18, 2021 and recorded with the Dukes County Registry of Deeds in Book 1583, Page 645, as amended by the First Amendment dated December 17, 2021 and recorded with the Dukes County Registry of Deeds in Book 1607, Page 702 and the Second Amendment dated May 31, 2023 and recorded with the Dukes County Registry of Deeds in Book 1656, Page 898 (as amended, the “**Master Deed**”).

Whereas, Dunn Family, L.L.C., a limited liability company organized and existing under the laws of the District of Columbia and qualified in the Commonwealth of Massachusetts (“**Dunn Family**”), is the Declarant of the Master Deed; and

Whereas, pursuant to paragraph 14(g) of the Master Deed the Declarant did reserve the right and power to record a special amendment to, in part, correct clerical or typographical errors in the Master Deed, including clerical errors which may not be consistent with the Decision of the Martha’s Vineyard Commission Decisions allowing construction of the Condominium.

Now therefore, pursuant to authority reserved to the Declarant in paragraph 14 of the Master Deed to adopt Special Amendments to correct clerical and/or typographical errors, the Declarant hereby amends the Master Deeds as follows:

1. In paragraph 3. Description of the Buildings, Unit C at 2 Union Court is erroneously identified as the affordable residential unit. This is a typographical error. The actual affordable residential unit is correctly described on Exhibit B to the Master Deed as Unit B at 2 Union Court. The Master Deed is hereby amended to correct the typographical errors in paragraph 3 to properly designate the affordable residential unit as Unit B at 2 Union Court and not Unit C at 2 Union Court.
2. Paragraph 6(d) Certain Land Areas adjacent to Commercial Units, references the Limited Common Area designated on the Plan as “LCA 8 Union Court A”. A clerical error failed to distinguish the structure comprising the foundation, support columns and carport roof structure which cover part of or are located within the Limited Common Area for the benefit of Unit A at 8 Union Court. An amendment to the Plan referenced in the Master Deed and to be recorded herewith, depicts these and other structures erroneously omitted from the previously recorded Plan for the Condominium. These structures, namely the foundation, support columns and carport roof structure are and shall remain part of the

Common Areas and Facilities of the Condominium and are not part of the Limited Common Area attached to Unit A at 8 Union Court or to any other unit.

3. In an amendment to the Master Deed, a clerical error included the following sentence at the end of paragraph 8(f): *“This rental restriction shall not apply to rental of rooms within a building, so long as such room(s) does not have cooking facilities.”* Inclusion of this sentence in a prior amendment to the Master Deed is not consistent with the rental limitations imposed Section 5, Paragraph 2, clause 2.1 of the Decision of the Martha’s Vineyard Commission dated May 13, 2021 and recorded with the Dukes County Registry of Deeds in Book 1578, Page 768, and as a clerical error inconsistent with the said Decision of the Martha’s Vineyard Commission is hereby deleted.
4. A clerical error in the last line of Paragraph 9(a)(iv) omitted the words “an office unit” such that it now shall state:
 - (iv) Use any Unit owned by the Declarant as an office for the Declarant’s personal use during the construction and sales of the units, or an office unit at any other time.

IN WITNESS WHEREOF, the aforesaid Declarant has hereunto executed this Special Amendment to Master Deed as a sealed instrument as of the date first above stated.

DUNN FAMILY, L.L.C.

By: Reid A. Dunn, Manager

COMMONWEALTH OF MASSACHUSETTS

County of Dukes County, ss

On this day of , 2023, before me, the undersigned notary public, personally appeared Reid A. Dunn, to me personally known to be the person whose name is signed on the preceding or attached document, and as Manager aforesaid acknowledged to me that he signed it voluntarily for its stated purpose as the free act and deed of Dunn Family, L.L.C.

Notary Public
My Commission Expires: