

**BROOK VILLAGE CONDOMINIUM
AMENDMENT TO THE MASTER DEED**

Reference is hereby made to that certain Master Deed dated July 15, 1985 and recorded with the Middlesex County South District Registry of Deeds in Book 16291, Page 001 which Master Deed established, pursuant to Massachusetts General Laws, Chapter 183A, the Brook Village Condominium.

WHEREAS, said Master Deed has not 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 14 thereof.

WHEREAS, no other consents are required.

NOW THEREFORE said Master Deed is hereby amended in accordance with the provisions of said Section 14 by adding to Section 9 of the Master Deed titled "Restrictions on Use of Unit" the following as new subsection (A).

(A) SMOKING PROHIBITED: Smoking is prohibited everywhere on the property of the Brook Village Condominium including, but not limited to: (i) in the individual Units; (ii) within the buildings; (iii) in and upon indoor and outdoor exclusive use areas appurtenant to any unit or units, including any parking area; and (iv) all other indoor and outdoor common areas and facilities. No Unit Owner, family member, occupant, tenant, guest or invitee at the Brook Village Condominium may smoke anywhere on the Condominium property. For purposes hereof, smoking shall include the inhaling, exhaling, breathing, vaping, carrying, or possessing of any lighted cigarette, cigar, pipe or other product containing any amount of tobacco, marijuana, so called "medical marijuana" or other similar heated or lit product whether or not containing tobacco designed to be combusted and inhaled, including but not limited to electronic cigarettes or e-cigarettes.

- a. Notwithstanding the said prohibition against smoking, the Board of Governors, in its sole discretion, may designate (or remove from designation), from time to time, an outdoor area for smoking, provided the smoking area(s) shall not cause secondhand smoke to drift into indoor common areas, exclusive use areas, or individual units.
- b. While this restriction is intended to render the Condominium premises (except to the extent provided in the immediately preceding paragraph) smoke free, the Board of Governors is not a guarantor of a smoke-free environment hereunder. The Board of Governors shall have the right, but not the obligation, to enforce this restriction if the Board determines, in its sole discretion, that it is appropriate to do so in any individual case or circumstance. If the Board of Governors 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 Governors shall be entitled to recover its costs and expenses, including all attorneys' fees and court costs, incurred in enforcing this restriction.
- c. If the Board of Governors determines, in its sole 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.
- d. No unit owner, occupant, agent, tenant, invitee, licensee, guest, friend, family member or other person shall be entitled to recover from the Board of Governors any attorneys' fees, court costs, or other costs or expenses incurred in any action brought by, or against, the Board of Governors 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 or not any such unit owner, occupant, agent, tenant, invitee, licensee, guest, friend, family member or other person prevails in such action.

IN WITNESS WHEREOF we, the undersigned being a majority of the Governors of The Brook Village Condominium Association, having first received the written consent/ vote of the Unit Owners entitled to at least sixty-seven percent (67%) of the Undivided Interest, have set our hands and seals this ____ day of _____, 2021.

_____, Governor

_____, Governor

_____, Governor

_____, Governor

_____, Governor

STATE/Commonwealth of MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared _____

_____ 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/her voluntarily for its stated purpose, as Governor of said Brook Village Condominium.

Notary Public
My Commission Expires: _____
Print Notary Public's Name: _____
Qualified in the State/Commonwealth of _____