

**CONDOMINIUM MASTER DEED**

**SEABREEZE CONDOMINIUMS  
78 & 88 CENTER STREET  
DENNISPORT, MASSACHUSETTS 02639**

**(a) Creation of Condominium**

The undersigned Hawkeye Management, Inc., a Massachusetts business corporation, having a principal office at Box 218, 68 Shell Drive, Chatham, Barnstable County, Massachusetts 02650, hereinafter called the "Declarant," being the sole owner of the land with the building thereon known as and numbered as 78 & 88 Center Street, Dennisport, Barnstable County, Massachusetts 02639, described on Exhibit A which is attached hereto and hereby incorporated herein by this reference and made a part hereof, does hereby, by duly executing and recording this Master Deed, submit said land, together with the building and improvements erected thereon, and all easements, rights and appurtenances belonging thereto, hereinafter called the "Subject Property", to the provisions of Massachusetts General Laws, Chapter 183A ("Condominiums"), and do hereby state it proposes to create, and does hereby create, a condominium with respect to the Subject Property, to be governed by and subject to the provisions of said Chapter 183A.

**(b) Description of Land**

The premises which constitute the Condominium consists of the land described on Exhibit "A" which is attached hereto and is hereby incorporated herein by this reference and made a part hereof, together with the building and improvements thereon.

The Declarant hereby expressly reserves to itself and its successors-in-title and their nominees, for a period ending seven (7) years next after the date on which this Master Deed is recorded, the easement, license, right and privilege to pass and re-pass by vehicle and on foot in, upon, over and to the common areas and facilities of the Condominium for all purposes, including but not limited to transportation of construction materials in order to complete work on the Condominium, provided that in the exercise of the rights reserved by the Declarant in this Section (b), the Declarant will not unreasonably affect the use and enjoyment of the common areas and facilities. Nothing in this Section (b) shall be deemed to create any rights in the general public. Notwithstanding the foregoing, nothing in this Section (b) shall be deemed to affect or interfere with the reserved rights of the Declarant as set forth in Section (d) hereof.

*See Plan Book 597 Pages 1245*

**(c) Description of Building**

There are two (2) buildings on said land, which contain a total of forty-five (45) units, which buildings are designated and described as follows:

- (i) Building #78, the post office address of which is 78 Center Street, Dennisport, Massachusetts 02639, is a two-story wood-framed U-shaped building with basement that contains 44 units (Units 78-1-1 through 78-1-22; Units 78-2-1 through 78-2-22, inclusive).
- (ii) Building #88, the post office address of which is 88 Center Street, Dennisport, Massachusetts 02639, is a two story wood-framed building with basement that contains one unit (Unit 88-45).

There are asphalt driveways and parking areas serving Building #78 and Building #88. The parking areas contain the outside Parking Spaces.

Provisions regarding the Parking Spaces for Building #78 and Building #88 are set forth in Subsection III of Section (d) of this Master Deed.

Said Building #78 and Building #88 are hereinafter collectively called the "Buildings," or the "buildings."

**(d) Description of Units****I. Units**

Subject to the Declarant's reserved rights to add additional land, buildings, and units to the Condominium as set forth in Subsection VI of Section (d) hereof, the Condominium initially contains forty-five (45) units, consisting of sixteen (16) one-bedroom units, twenty-eight (28) two-bedroom units, and one (1) four bedroom unit. The unit designation of each unit, and statement of its location, approximate area, number of rooms, and immediate common area to which it has access, and its proportionate interest in the common areas and facilities of the Condominium are as set forth on **Exhibit "B" and Exhibit "C"**, which are attached hereto and incorporated herein by this reference and made a part hereof. The boundaries of each of the units with respect to the floors, ceilings, walls, doors and windows thereof, are as follows:

- (a) Floors: The upper surface of the sub-flooring;
- (b) Ceilings: The lower surface of the finished ceilings;
- (c) Building Walls: With respect to exterior building walls, the plane of wall studs facing the interior of the unit; with respect to interior building walls between units or between common areas and facilities, the plane of the wall studs facing the interior of the unit;
- (d) Pipe Chases or Other Enclosures concealing pipes, wires, or conduits within a Unit are part of that unit, but the pipes, wires or conduits within such pipe chase or other enclosure that serve more than one unit are a part of the common areas and facilities;
- (e) Interior Doors (but not entry doors, which shall be part of the common areas and facilities) and skylights that open from a unit are part of the unit from which they open and/or serve;

- (f) Flues and chimneys are part of the common areas and facilities;
- (g) Stairway(s) located solely within the interior of a unit and serving only said unit are part of said unit; all other interior or exterior stairways are part of the common areas and facilities;
- (h) All structural portions of the building are part of the common areas and facilities;
- (i) The heat and hot water system serving Building #88 shall be part of Unit 88-45.

## II. Basement Storage Easements

The basements of Building #78 and Building #88 shall be part of the common areas and facilities, to be repaired and replaced by the Condominium Trust, but the Trustees of the Condominium shall have the exclusive right to designate and assign one storage easement area within said basement of Building #78 and Building #88 to each Unit Owner (collectively, the "Storage Easement Areas"). Any such designation and assignment of Storage Easement Areas by the Trustees of the Condominium shall be in writing. Any Unit Owner who has been assigned a specific Storage Easement Area by the Trustees shall have the exclusive right and easement to use said Storage Easement Area, which shall subsequently become appurtenant to his or her Unit. A Storage Easement Area so designated and assigned to a Unit Owner may not be owned by, leased to or used by third parties who are not Unit Owners. Any Unit Owner has been assigned a Storage Easement Area shall have the obligation to maintain and repair such Storage Easement Area at his or her own expense, and shall bear all risks with respect to any property stored therein. No hazardous or flammable substances shall be stored in any Storage Easement Area.

Notwithstanding the foregoing, the Declarant reserves to itself and its successors and assigns, for a period ending seven (7) years next after the date on which this Master Deed is recorded, the right, so long as he owns any unit in the Condominium, to file an Amendment to the Master Deed and an Amended Basement Floor Plan for the Condominium showing the "as-built" Storage Easement Areas without the necessity of obtaining the consent or signatures of the Trustees, any other Unit Owner, or Mortgagee. Each Unit Owner, by accepting the delivery of a deed to his or her unit, shall thereby have consented to the filing of said Amendment to Master Deed and Amended Basement Floor Plan, without the requirement or necessity of securing any further consent or execution of any further document by for further signatures, provided that no such amendment shall change or alter the specific Storage Easement Area designated and assigned to a specific Unit Owner, and each Mortgagee and Trustee of the Condominium hereby consents and assents to the filing of said Amendment and Amended Basement Floor Plan. For the purposes of this subsection II of this Section (d), each unit owner, by acceptance of a deed to a unit, constitutes and appoints the Declarant, its successors and assigns, attorneys-in-fact for each such unit owner, which power of attorney is coupled with an interest and is irrevocable, and shall run with the land and be binding upon such unit owners, successors and assigns, to make such Amendment and file said Amended Basement Floor Plan.

## III. Parking

### A. Building #78 & Building #88.

- (i) There are asphalt parking areas serving Building #78 and Building #88 which are designated on the Site Plan of the Condominium as "Common Area Asphalt Parking." Said Site Plan is entitled "Plan of Land of Seabreeze Condominiums" and is prepared by Yankee Land Surveyors & Consultants, Marston Mills, MA 02648, and dated January 18, 2005. Said Site Plan is filed with the Master Deeds.
- (ii) The parking areas serving the Buildings shall be a portion of the common areas and facilities, to be maintained and repaired by the Condominium Trust (including but not limited to cleaning, snow and ice removal, re-striping and re-paving); however, notwithstanding anything to the contrary in this Master Deed, the Trustees of the Condominium shall have the exclusive right to designate and assign one Parking Space to each Unit Owner for the use of said Unit Owner. Any such designation and assignment of a Parking Space by the Trustees of the Condominium shall be in writing. Any Unit Owner who has been assigned a specific Parking Space shall have the exclusive right and easement to use said Parking Space, which shall subsequently become appurtenant to his or her Unit. The Owner of a Parking Space shall have the right to freely rent, license or lease his or her Parking Space, but only to another unit owner or occupant in the Condominium.

Notwithstanding the foregoing, so long as the Declarant owns any unit in the Condominium, the Declarant reserves the right to designate specific Parking Spaces not yet designated and assigned by the Trustees for use by sales personnel and visitors, and to use, rent, license or lease said unassigned and undesignated Parking Spaces until construction of the condominium is completed and the last unit is sold and conveyed.

- (iii) The Parking Spaces may be occupied by private non-commercial passenger vehicles only (as that term is defined in the next two sentences), and may not be used for any purpose other than the parking of vehicles.

The term "private noncommercial passenger vehicles" as used in the immediately preceding sentence, shall include automobiles, recreational vehicles, and, to the extent customarily used primarily for the transportation of passengers rather than cargo, small pickup type trucks. The fact that a vehicle described in the immediately preceding sentence bears "Commercial" license plates shall, in and of itself, not render such vehicle a commercial vehicle. Parking Spaces shall not be used for storage. No boats, trailers, unregistered vehicles, or inoperable vehicles shall be permitted to be parked in Parking Spaces.

Said Parking Spaces shall always be subject to the Master Deed, the Condominium Trust and By-laws, Rules and Regulations promulgated pursuant thereto, and Chapter 183A.

B. The provisions of this subsection III of Section (d) shall not be modified or amended without the prior written consent of (i) sixty-six and two thirds percent (66 2/3%) of the beneficial interest in the Seabreeze Condominium Trust and (ii) sixty-six and two thirds percent (66 2/3%) of the owners of easements for the exclusive use of Parking

Spaces. For purposes of clause (ii) of the immediately foregoing sentence only, each owner of an easement for the exclusive use of a Parking Space shall have one vote for each such easement he or she owns.

C. Notwithstanding the foregoing, the Declarant reserves to itself and its successors-in-title, nominees and assigns, for a period ending seven (7) years next after the date on which this Master Deed is recorded, the right, so long as he owns any unit in the Condominium, to file an Amendment to the Master Deed and an Amended Site Plan for the Condominium showing the "as-built" parking areas, numbered parking spaces, and driveways serving the Condominium without the necessity of obtaining the consent or signatures of the Trustees, any other Unit Owner, or Mortgagee. Each Unit Owner, by accepting the delivery of a deed to his or her unit, shall thereby have consented to the filing of said Amendment to Master Deed and Amended Site Plan, without the requirement or necessity of securing any further consent or execution of any further document by for further signatures, provided that no such amendment shall change or alter the specific Parking Space designated and assigned to a specific Unit Owner, and each Mortgagee and Trustee of the Condominium hereby consents and assents to the filing of said Amendment and Amended Site Plan. For the purposes of this subsection II of this Section (d), each unit owner, by acceptance of a deed to a unit, constitutes and appoints the Declarant, its successors and assigns, attorneys-in-fact for each such unit owner, which power of attorney is coupled with an interest and is irrevocable, and shall run with the land and be binding upon such unit owners, successors and assigns, to make such Amendment and file said Amended Site Plan.

#### IV. Heating and Hot Water System Serving Only Unit 88-45.

Building #88 contains a mechanical area in the basement of the building that contains a gas-fired heating system providing heat and hot water serving Unit 88-45 only. All of said heat and hot water equipment, and certain piping, wiring and equipment appurtenant to said equipment, is hereinafter called the "Unit 88-45 Heating Equipment." All Unit 88-45 Heating Equipment, whether located within or without Unit 88-45, is appurtenant to said Unit 88-45, and the entire cost of maintenance, gas fuel, electric fuel, operation, repair, maintenance, and replacement of such Unit 88-45 Heating Equipment shall be the responsibility of the individual owner of Unit 88-45, regardless of the fact that said Unit 88-45 Heating Equipment and said piping, wiring and equipment may be located, as aforesaid, outside of said Unit. The owner of Unit 88-45 shall have an easement to use, maintain, operate, repair and replace all Unit 88-45 Heating Equipment serving his or her unit and located in the basement of Building #88 and in the common areas and facilities.

#### V. Outside Deck, Patio, Asphalt Drive Serving Unit 88-45 and Yard Area for Exclusive Use of Unit 88-45.

Unit 88-45 has direct access to a deck, patio, asphalt drive and yard area as shown on the Site Plan. The deck, patio, asphalt drive serving Unit 88-45 and yard area are part of the common areas and facilities, to be maintained and repaired by the Condominium Trust, except in the case where damage to said deck, patio, asphalt drive serving Unit 88-45 and yard area is caused by neglect, in which case the owner of Unit 88-45 shall be responsible for said maintenance and repair. The owner of Unit 88-45 shall have, as an appurtenance to said Unit 88-45 an easement for the exclusive right to

use said deck, patio, asphalt drive serving Unit 88-45 and yard area as designated on the Site Plan as "Deck", "Patio," "Asphalt Drive" and "Area of Exclusive Use 14,464 S.F. 0.33 Acre." The owner of Unit 88-45 may place ordinary items of furniture, carpets, and plants on such deck and patio, provided no such deck or patio shall be overloaded and that all such furniture, carpets and plants shall be entirely contained within the deck and patio. The Deck and Patio shall not be enclosed.

#### VI. Reserved Development Rights of Declarant to Add Additional Land, Buildings and Units to the Condominium

There is specifically reserved to the Declarant, its successors and/or assigns, for a period of seven (7) years following the filing of this Master Deed with the Barnstable County Registry of Deeds, the right to add land ("Additional Land"), additional buildings ("Additional Buildings") and additional units ("Additional Units") to the Condominium. Said Additional Land, which is further described on **Exhibit "D"** attached hereto and is shown on the Site Plan filed herewith and made a part hereof, has located thereon buildings known and numbered as "Seabreeze Apartments Building #54", "Seabreeze Apartments Building #56", "Seabreeze Apartments Building #58", "Seabreeze Apartments Building #60", "Seabreeze Apartments Building #64", "Seabreeze Apartments Building #66" and "Building #70" (collectively, the "Additional Buildings" or alternatively, "Additional Buildings #54, #56, #58, #60, #64, #66, and #70). Said Additional Buildings contain, collectively, fifty-nine (59) units, consisting of twenty-four (24) one-bedroom units, thirty (30) two-bedroom units, four (4) studio units, and one (1) management office (collectively, the "Additional Units").

The Declarant, its successors-in-title, its nominees and/or assigns, upon exercising the reserved development rights set forth herein (with respect to said designated Additional Land containing Additional Buildings #54, #56, #58, #60, #64, #66 and #70 and the Additional Units), shall have the right to Amend this Master Deed and to file with said Amendment an Amended Site Plan and Amended Master Deed Floor Plans so as to add the Additional Land, Additional Buildings and Additional Units to the Condominium, and each unit owner of the Condominium, his/her successor-in-title, his/her assigns and his/her mortgagees shall, by acceptance and recording of his/her unit deed, irrevocably appoints the Declarant (or its successors-in-title or its nominees and assigns, as the case may be) as his/her attorney-in-fact to execute, acknowledge and deliver, without obtaining any additional signatures from the Trustees, Unit Owners or Mortgagees, any and all instruments necessary to accomplish the provisions of this Subsection VI of this Section (d) of this Master Deed, including the filing of an Amendment to this Master Deed and the filing of the Amended Site Plan and Amended Master Deed Floor Plans. The Declarant (or its successors-in-title, its nominees and/or assigns, as the case may be) shall record, along with said Amendment to Master Deed, (a) a certificate, executed by the Declarant (or its successors-in-title or its nominees and/or assigns, as the case may be) certifying that the additional land units have been built and added to the Condominium; and (b) "As-Built" Floor Plans and an Amended Site Plan conforming with the requirements of M.G.L. Chapter 183A showing the Additional Land, Additional Buildings and the Additional Units contained thereon. The certificate required under this

Subsection VI of this Section (d) shall set forth: (a) the number of the Additional Units to be added to the Condominium; and (b) a statement of the location, the approximate area, number of rooms, and immediate common area to which the Additional Units have access (and referring to an amended Exhibit "B" to the Master Deed); and (c) the applicable percent interest of the Additional Units in the common areas and facilities of the Condominium. Thereafter, the Additional Units along with each of the remaining Units in the Condominium (that is, those Condominium Units contained in Building #78 and Building #88) shall have the applicable alternate beneficial interest pertaining thereto as provided in Exhibit "C."

The Declarant (or its successors-in-title or its nominees, as the case may be) shall only exercise the reserved rights contained in this Subsection VI of this Section (d) of this Master Deed provided it has obtained all necessary approvals and permits from the Town of Dennis (including final certificates of occupancy) and constructs all improvements in conformity with all building and zoning laws.

**(e) Description of Common Areas and Facilities and the Proportionate Interest of Each Unit Therein**

The common areas and facilities of the Condominium consists of the entire subject premises as described in Paragraph (b) ("Description of Land") of this Master Deed and all parts of the building as described in Paragraph (c) ("Description of Building") of this Master Deed, and subject to the rights of Unit Owners with respect to the Basement Storage Easement Areas pursuant to subsection II of this section (d), and the rights of Unit Owners with respect to Parking Spaces pursuant to subsection III of this section (d), and the rights of the owner of Unit 88-45 with respect to the heating and hot water system serving Unit 88-45 only as set forth in subsection IV of this section (d) hereof, and the exclusive easement rights of the owner of Unit 88-45 with respect to Deck, Patio Yard and Asphalt Drive serving Unit 88-45 as set forth in subsection V of this section (d) hereof, and the reserved rights of the Declarant to amend this Master Deed to show the designated Storage Areas and Parking Spaces as set forth in subsections II and III of section (d) hereof and the reserved rights of the Declarant to add additional land, buildings and units to the Condominium as set forth in subsection VI of Section (d) hereof.

Without limiting the foregoing language in this Paragraph (e), the common areas and facilities of the Condominium include:

- (i) the land described in Paragraph (b) ("Description of Land") of this Master Deed;
- (ii) the foundation of the Buildings, and all portions thereof, and all structural columns, structural lintels, girders, beams, slabs, supports, and floor, ceiling and roof beams and joists and all structural members appurtenant to such floor ceiling and roof beams and joists, the exterior walls, and any interior bearing walls, all windows, the sub-flooring below the upper surface thereof, controls and wiring appurtenant thereto, the

roof, building entrances and exits (excluding, however, building entrances and exits which open from the units), and all structural portions of the building;

(iii) installations of central services such as electrical equipment, light, drains, hot and cold water, vents, sprinkler systems and associated fire pump equipment, gas equipment, heating and cooling equipment and appurtenant piping, wiring and equipment used in conjunction therewith, including: the boilers and hot water heaters located in the basement boiler rooms of the Buildings, the electrical equipment located in the basement rooms of the Buildings;

but only if and to the extent that such installations serve more than one unit. Such equipment and installations servicing a single unit, whether located in whole or in part within or without such unit shall be the sole responsibility of the owner of the unit that they service and are not a part of the common areas and facilities;

(iv) all conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal and vents which are contained in portions of the building outside of the units and all installations outside the units for services such as lights, power, telephone, water, and sanitary sewer drainage;

(v) all conduits, pipes, ducts, plumbing, wiring, flues and other facilities for the furnishing of utility services or waste removal, and vents, which are located within units including but not limited to such of same as are located below the plane of the bottommost surface of the floor beams or roof joists, and other structural members appurtenant to such floor beams or roof joists, of the floor above each unit; (with respect to the topmost units, the roof), and above any ceiling within the units, but which service more than one unit;

(vi) exterior lighting devices and wires and poles serving the same;

(vii) any fire escape, stairway or fire balcony, deck, concrete pad or patio which is affixed to the exterior of the building;

(viii) Interior and exterior stairways, landings, platforms and concrete pads serving the buildings (except those interior stairways that are located entirely within a Unit that serve that Unit only), and all hallways, vestibules, entry areas and lobbies which are exterior to the units;

(ix) the outside driveways and parking areas serving Building #78 and Building #88;

(x) the subsurface septic systems serving Building #78 and Building #88 and all appurtenant piping and equipment related thereto;

(xii) there is hereby reserved and granted, for the benefit of each of the respective units, a right and easement for the continued location of gas, water and electric meters and equipment (including sprinkler equipment) now or hereafter serving said units (and any



replacement or substitute gas, water and electric meters and equipment wherever the same are presently located or may be hereafter relocated or placed if approved in writing by the Trustees of the Condominium Trust), and said easement shall include the right to the use and operation of said gas, electric, and water meters and equipment;

(xiii) all other items situated on the subject property and listed as common areas in Massachusetts General Laws, Chapter 183A, except for the units described on Exhibit C hereto, and subject to the provisions relating to certain rights of the Unit Owners and the Declarant, including the reserved rights of the Declarant as set forth in Sections (b), (d) and (h) hereof. The proportionate interest of each unit of the Condominium in the common areas and facilities of the Condominium shall be as set forth on Exhibit C which is attached hereto and made a part hereof. The proportionate interest of each unit of the Condominium in the common areas and facilities has been calculated based upon the fair market value of each unit at the time of recording of this Master Deed.

**(f) Master Plans**

A set of the floor plans of the buildings showing the layout, location, unit numbers and dimensions of the units, and the layout, location, Building #78 and Building #88 and bearing the verified statement of a Registered Architect certifying that the plans fully and accurately depict the layout, location, unit number and dimensions of the units as built, and that the plans fully and accurately depict the layout, location, Building #78 and Building #88, as built, all pursuant to Massachusetts General Laws, Chapter 183A, have been recorded simultaneously with the recording of this Master Deed. Said set of plans, herein sometimes called the "Master Plans," is hereby incorporated herein by this reference and made a part hereof. The Master Plans consist of five (5) sheets and are named as follows:

1. "Plan of Land of Seabreeze Condominiums" prepared by Yankee Land Surveyors & Consultants, Marston Mills, MA, and dated January 18, 2005;
2. "Seabreeze Condominiums Basement Floor Plan" prepared by Yankee Survey Consultants, Marston Mills, MA and dated January 18, 2005;
3. "Seabreeze Condominiums Phase I Master Floor Plan" prepared by Yankee Survey Consultants, Marston Mills, MA and dated January 18, 2005 (showing First Floor Units 78-1-01 through 78-1-22);
4. "Seabreeze Condominiums Phase I Master Floor Plan" prepared by Yankee Survey Consultants, Marston Mills, MA and dated January 18, 2005 (showing Units 78-2-01 through 78-2-22);
5. "Seabreeze Condominiums Phase I Master Floor Plan" prepared by Yankee Survey Consultants, Marston Mills, MA and dated January 18, 2004 (showing Unit 88-45);

**(g) Use of Units**

(i) The buildings and each of the units are intended only for residential purposes by not more than one family unit nor more than three (3) unrelated persons; provided,

however, that any of the units may also be used as an office, but only accessory to such residential use and only if and to the extent such accessory office use is permitted by applicable zoning laws; and

(ii) No unit shall be used or maintained in a manner inconsistent with the By-Laws of the Condominium Trust and the rules and regulations from time to time adopted pursuant thereto; and

(iii) Notwithstanding the foregoing, until the Declarant or its successors-in-title or its nominees have sold and conveyed all of the units, the Declarant and their successors-in-title or their nominees may use one or more units for a sales office or model, and may install signs or fixtures on any unit or units and in the common areas and facilities notwithstanding any other provisions of this Master Deed or the provisions of the Condominium Trust.

(iv) Unless otherwise permitted in a writing executed by not less than a majority of the Condominium Trustees, the use of the common areas and facilities of the Condominium and of the Condominium Units shall be limited as follows:

(a) No use shall be permitted which in the opinion of the Trustees is inconsistent with the maintenance, use and occupancy of the general character of the Buildings for the uses set forth in this Section (g);

(b) The architectural façade and the integrity of the Buildings shall be preserved without modification and to that end, except only as expressly permitted in the Condominium Trust (and any bylaws promulgated in connection therewith) no awnings, screen antenna, sign, banner, flagpole, satellite dish, decal or other device and no exterior change, addition, structure, projection, decoration or other feature shall be hereafter erected or placed upon or attached to the Building or any unit or any part of either without the prior consent of the Condominium Trustees. This subparagraph (b) shall not restrict the right of unit owners to decorate the interior of their units as they may desire. Notwithstanding the restrictions contained in this subparagraph (b), so long as the Declarant, its successors and/or assigns owns any Unit in said Condominium, it/they shall have the right to add skylights to upper floor units that it/they own without obtaining the prior consent of the Condominium Trustees, other Unit Owners or their Mortgagees, provided, however, that all work performed by Declarant is fully permitted and insured at its/their own expense;

(c) The units and their common areas and facilities shall be used only for purposes consistent with their design;

(d) Each unit shall be used only for such purposes and to such extent as will not overload the structure of the Buildings or the foundation, or unreasonably overload the capacity of any utility furnished to the Building, including but not limited to water, septic sewer, electricity, gas and telephone. No unit shall be used in violation of its fire capacity;

(e) No unit owner or occupant shall permit or suffer any violation of any insurance policies taken out by the Condominium Trust or individual unit owners, or do, permit or suffer anything to be done or kept or permit or suffer any condition to exist which might (i) result in termination of any such policies, or (ii) adversely affect the right of recovery thereunder, or (iii) result in reputable insurance companies refusing to provide insurance as required or permitted by the By-Laws of the Condominium, or refusing to provide insurance to individual unit owners, or result in an increase in the insurance rate or premium with respect to both the master policies or policies, and also with respect to any owner's policy or policies, unless, in the case of such increase, the unit owner responsible for such increases shall pay the same. If the rate of premium payable with respect to the policies of insurance carried by the Condominium Trust in accordance with the By-Laws of the Condominium Trust, or with respect to any insurance policy carried by any unit owner, shall be increased, or shall otherwise reflect the imposition of a rate, which is more than 110% of the rate then applicable to the then lowest rated unit in the building, by reason of anything that is done or kept in a particular unit, or as a result of the failure of any unit owner or occupant of the unit to comply with the requirements of the insurance policies taken out by the Condominium Trust, or individual unit owners, or as a result of the failure of any such unit owner or occupant to comply with any of the other terms and provisions of this Master Deed, the Condominium Trust, or the By-Laws and rules and regulations thereto, then, and in any of the foregoing events, the unit owner of that particular unit shall reimburse the Condominium Trust and such other unit owners respectively for the additional premiums which shall be payable by the Condominium Trust or such other unit owners, as the case may be. The amount of such reimbursement due the Condominium may, without prejudice to any other remedy of the Condominium Trust be enforced by assessing the same to that particular unit as a Common Charge;

(f) No unlawful use shall be made of the common areas and facilities of the Condominium or the Condominium Units or any part thereof, and all valid laws, orders, rules and regulations of all government agencies having jurisdiction thereof (herein collectively called the "Legal Requirements") shall be complied with. Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the unit owner or owners, or the Condominium Trust, as the case may be, whichever shall have the obligation under the By-Laws of the Condominium Trust to maintain and repair the portion of the Subject Property affected by any such Legal Requirements. Each unit owner shall give prompt notice to the Condominium Trust of any written notice it receives of the violation of any Legal Requirements affecting its unit or the Subject Property. Notwithstanding the foregoing provisions, any unit owner may, at its expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any Legal Requirements affecting any portion of the Subject Property which such unit owner is obligated to maintain and repair, and the Condominium Trust shall cooperate with such unit owner in such proceedings, provided that: (i) such unit owner shall pay and defend, save harmless and indemnify the Condominium Trust and each other unit owner against all liability, loss or damage which any of them respectfully shall suffer by reason of such contest and any non-compliance with such Legal Requirements, including reasonable attorneys' fees and other expenses reasonably incurred, and such unit owner shall keep

the Condominium Trust advised as to the status of such proceedings periodically. Such unit owner need not comply with any Legal Requirements so long as it shall be so contesting the validity or applicability thereof, provided that non-compliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and that no part of the Subject Property shall be subject to being condemned or vacated by reason of non-compliance or otherwise by reason of such contest. The Condominium Trust may also contest any Legal Requirements and without being subject to the foregoing conditions as to contest and may also defer compliance with any Legal Requirements but only subject to the foregoing conditions as to deferral of compliance. The costs and expense of any contest by the Condominium Trust shall be a Common Expense. The amount due the Condominium Trust under the foregoing obligation of a unit owner to defend, save harmless and indemnify the Condominium Trust may, without prejudice to any other remedy of the Condominium Trust, be enforced by assessing the same to the unit or units of such unit owner as a Common Charge.

If any governmental license or permit (other than a certificate of occupancy, or a license or permit applicable to the Building as a whole and required in order to render lawful operation of the Building for the uses for which the Subject Property is zoned at the time of the execution and recording of the Master Deed) shall be required for the proper and lawful conduct of business in any particular unit, and if the failure to secure such license or permit would in any way affect any other unit or the owner thereof or the Condominium Trust, the owner of such particular unit, at its expense, shall procure and maintain such license or permit, submit the same to inspection by the Condominium Trust, and comply with all of the terms and conditions thereof;

(g) No unit owner or occupant shall discharge, or permit to be discharged, anything into waste lines, vents, or flues of the Building which might reasonably be anticipated to cause damage thereto, to spread odors, or to otherwise be offensive;

(h) All data processing, computer, graphic art and printing facilities, business machines and equipment, kitchen equipment and all other mechanical equipment installed in any unit shall be so designed, installed, maintained and used by the owner and occupant of such unit, at the expense of such unit owner, as to minimize insofar as reasonably possible, and in any event reduce to a reasonably acceptable level, the transmission of noise, vibration, odors, and other objectionable transmissions from such unit to any other area of the Building.

(i) No unit owner or occupant shall store on the property, or permit or suffer to be discharged on the property, any oil or hazardous waste as defined in Massachusetts General Laws, Chapter 21E. Nothing in this subsection (i) shall prevent the Condominium Trust from storing emergency generator fuel on the premises in compliance with all applicable federal, state and local laws and regulations.

These restrictions shall be for the benefit of all unit owners and shall be administered on behalf of the unit owners by the Trustees of the Condominium Trust and shall be

enforceable solely by one or more unit owners of the Condominium Trust, insofar as permitted by law, and insofar as permitted by law, shall be perpetual for so long as the Condominium exists; and to that end may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No unit owner shall be liable for any breach of the provisions of this Section except such as occur during his ownership.

**(h) Amendment of Master Deed**

I. This Master Deed may be amended by (a) a vote of the owners of units entitled to not less than sixty-six and two thirds percent (66-2/3%) of the undivided interests in the common areas and facilities; and (b) the assent of not less than fifty-one percent (51%) (except in cases where a higher percentage is required by Section 33 of the Bylaws of the Seabreeze Condominium Trust, in which case such higher percentage specified in said Section 33 shall apply) of the holders of first mortgages on the units (based upon one vote for each mortgage owned), but only if such amendment would materially affect the rights of any mortgagee; and (c) a vote of a majority of the Trustees of the Seabreeze Condominium Trust. Any such amendment shall be effective when an instrument in writing, signed and acknowledged in proper form for recording by a majority of the Trustees of the Seabreeze Condominium Trust, who certify under oath in such instrument that the amendment has been approved by the requisite vote of unit owners, first mortgagees and Trustees set forth in the immediately preceding sentence, has been duly recorded in the Barnstable County Registry of Deeds, provided, however, that:

- (i) The date on which any such instrument (or instruments if said amendment is executed in multiple counterparts) amending this Master Deed is first signed by a unit owner, or mortgagee, or Trustee of the Condominium Trust, shall be indicated thereon as the date of such instrument, and no such instrument shall be of any force or effect unless and until the same has been recorded in the Barnstable County Registry of Deeds within six (6) months after the requisite vote of the unit owners and the Trustees, and the requisite assent of first mortgagees has taken place; and
- (ii) Pursuant to the provisions of Chapter 87 of the Acts of 1987, the percentage of the undivided interest of each unit owner in the common areas and facilities as expressed in this Master Deed shall not be altered without the consent of all unit owners whose percentage of the undivided interest is affected, expressed in an amended Master Deed duly recorded; and
- (iii) No instrument of amendment that alters the dimensions of any unit shall be of any force or effect unless the same has been signed and acknowledged in proper form for recording by the owner or owners and mortgagee or mortgagees of the units so altered; and
- (iv) No instrument of amendment that alters the rights of the Declarant (including the reserved rights of the Declarant to add additional land, buildings and units to the Condominium as set forth in Subsection VI of Section (d) and Subsection IV of this Section (h)), or the rights of the owners of Storage Easements for the exclusive use of Unit Owners, or rights of the owners of Parking Spaces for the exclusive use of Unit Owners, or the rights of the owner of Unit 88-45 for the exclusive use of the patio, deck, asphalt drive and yard area appurtenant to said Unit 88-45, shall be of any force or effect unless the same has been signed and acknowledged in proper form for

recording by, respectively, the Declarant, so long as the Declarant owns any unit in the Condominium, or, if applicable, the owners of easements for the exclusive use of Parking Spaces, or, if applicable, the owners of easements for the exclusive use of Easements, and patio, deck and yard area; and

- (v) No instrument of amendment that alters this Master Deed in any manner contrary to or inconsistent with the provisions of Massachusetts General Laws, Chapter 183A, shall be of any force or effect.
- (vi) Notwithstanding any other provisions of this Section (h), no amendment of this Master Deed shall be made if such amendment would contravene the provisions of Section 33 of the Bylaws of the Condominium Trust.

## II. Declarant's Right to Amend So as to Meet Legal, Insurance, or Mortgage Requirements.

The Declarant hereby reserves to itself, and its successors and assigns, the right and power, without the consent of any other unit owner or any mortgagee, or any of the Trustees of the Condominium Trust, to amend this Master Deed at any time and from time to time, to meet the requirements of any governmental or quasi-governmental body or agency, or the requirements of any insurance company insurance underwriting office or organization, or the requirements of the secondary mortgage market, or any lender, to meet the requirements of any governmental or quasi-governmental body or agency, or the requirements of any insurance company or insurance underwriting office or organization, or the requirements of federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the secondary mortgage market, or any lender, or to correct typographical, clerical or minor calculation errors, or to cure any ambiguity, inconsistency or formal defect or omission.

## III. Declarant's Reserved Right to Amend Master Deed to Add Amended Site Plan for Parking and Basement Floor Plans for Storage

The Declarant hereby reserves to itself (or its successors-in-title and their nominees), for a period of seven (7) years following the filing of this Master Deed with the Barnstable County Registry of Deeds, the right and power, so long as he owns any unit in the Condominium, to file an Amendment(s) to the Master Deed along with an Amended Site Plan for the Condominium showing the parking lots, driveways and numbered parking spaces serving the Condominium and an Amended Basement Floor Plans showing the Storage Easement Areas, without the necessity of obtaining the consent of the Trustees, any other Unit Owner, or any Mortgagees. Each Unit Owner and its Mortgagee, by accepting a deed to his or her unit, hereby consents to the filing of said Amendment or Amendments to the Master Deed without the need for further signatures, provided that no such amendment shall change or alter the specific Parking Space designated and assigned to a specific Unit Owner, or the specific Storage Easement Area designated and assigned to a specific Unit Owner, and the Trustees of the Condominium and each Mortgagee hereby consents to the filing of said Amendment(s) and Amended Site Plan and Amended Basement Floor Plans.

## IV. Declarant's Reserved Right to Amend to Add Additional Land, Buildings and Units to Condominium

The Declarant hereby reserves to itself (or its successors-in-title and their nominees), for a period of seven (7) years following the filing of this Master Deed with the Barnstable County Registry of Deeds, the right to add land, buildings and additional units to the Condominium, as set forth in Subsection VI of Section (d) hereof. Upon exercising the reserved development rights set forth in this Master Deed, the Declarant (or its successors-in-title and their nominees and/or assigns), shall have the right to amend this Master Deed so as to add the additional land, buildings and units to the Condominium. Each unit owner of the Condominium, his/her successor-in-title, his/her assigns and his/her mortgagees shall, by acceptance and recording of his/her unit deed in the Condominium, irrevocably appoints the Declarant (or its successors-in-title or its nominees, as the case may be) as his/her attorney-in-fact to execute, acknowledge, deliver and record any and all instruments necessary to accomplish the provisions of Subsection VI of Section (d) of this Master Deed, and Subsection IV of this Section (h) of this Master Deed, including the execution, acknowledgment, delivery and recording of an Amendment to this Master Deed. The Declarant (or its successors-in-title or its nominees, as the case may be) shall record, along with said Amendment to Master Deed, (a) a certificate executed by the Declarant (or its successors-in-title or its nominees, as the case may be) certifying that that the additional land and units have been added to the Condominium, and (b) revised "as-built" Floor Plans and Site Plan(s) conforming with the requirements of M.G.L. Chapter 183A showing the additional land, additional buildings and additional units contained thereon. The certificate required under this Subsection IV of this Section (h) shall set forth: (a) the number of the Additional Units to be added to the Condominium; and (b) a statement of the location, the approximate area, number of rooms, and immediate common area to which the Additional Units have access; and (c) the applicable percent interest of the Additional Units in the common areas and facilities of the Condominium. Thereafter, each of the remaining units in the Condominium (that is, those Condominium Units contained in Building #78 and Building #88) shall have the applicable alternate beneficial interest pertaining thereto as provided in Exhibit "C".

The Declarant (or its successors-in-title or its nominees, as the case may be) shall only exercise the reserved rights contained in Subsection VI of Section (d) of this Master Deed and Subsection V of this Section (h) provided it has obtained all necessary approvals and permits from the Town of Dennis (including final certificates of occupancy) and constructs all improvements in conformity with all building and zoning laws.

#### VI. Declarant's Further Right to Amend

The Declarant hereby reserves to itself, and its successors and assigns, the right and power, in connection with the foregoing possible amendments, to make modifications and amendments to other sections of this Master Deed in order to bring them into conformity with the purposes of the foregoing amendments, including, without limitation, changes in the description of the common areas and facilities, the units and the plans.

#### VII. Acceptance of Deed

Each Unit Owner, by acceptance of the delivery of the deed to his unit, shall thereby have consented to the provisions of Subsections II, III, IV and V and VI of this Section (h), including without limitation, the rights of the Declarant, and its successors and assigns, to amend this Master Deed pursuant to Subsection IV of this Section (h) to add additional land, buildings and units to the Condominium, without the requirement or necessity of securing any further consent or execution of any further document by such unit owner. For the purposes of this subsection VII, each unit owner, by acceptance of a deed to a unit in the Condominium, constitutes and appoints the Declarant, and its successors and assigns, attorneys-in-fact for each such unit owner, which power of attorney is coupled with an interest and is irrevocable, and shall run with the land and be binding upon such unit owners successors and assigns, to make such amendment and amendments. Each Unit Owner Mortgagee hereby consents and assents to this provision hereof.

#### VII. Assignability

All rights and powers reserved to the Declarant and its successors and assigns in this Master Deed, and in the Condominium Trust, including, but not limited to the rights and powers reserved in Section (h) of this Master Deed, may be conveyed and assigned, absolutely or as security, as an appurtenant right and power or to be held in gross; however, any such right or power may only be conveyed or assigned specifically by a document (which may be a portion of a deed) recorded in the Barnstable County Registry of Deeds.

##### (i) Condominium Unit Owners' Association

The name of the Trust which has been formed and through which the unit owners will manage and regulate the Condominium hereby established is the Seabreeze Condominium Trust under Declaration of Trust of even date, to be recorded herewith. Said Declaration of Trust establishes that all unit owners in the Condominium hereby established shall be beneficiaries of said Trust and that the beneficial interest of each unit owner in said Trust shall be the same percentage interest as his percentage of undivided interest in the common areas and facilities as established by this Master Deed.

The mailing address of said Trust is:

Seabreeze Condominium Trust  
70 Center Street  
Dennisport, MA 02639

The names and addresses of the initial Trustees of said Trust and their term of office are as follows:

Hawkeye Management, Inc.  
Box 218,  
68 Shell Drive



Chatham, MA 02650

Term:

As set forth in Section III of the Declaration of Trust of Seabreeze Condominium Trust. The Trustees have enacted By-Laws pursuant to Massachusetts General Laws, Chapter 183A, which are set forth in the Declaration of Trust of said Trust which is recorded herewith.

**(j) Name of Condominium**

The Condominium hereby established shall be known as "Seabreeze Condominiums."

**(k) Encroachments**

If any portion of the common areas and facilities now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common areas and facilities, or if any such encroachment or encroachments shall occur at any time or from time to time hereafter as the result of: (1) settling of the building, or (2) condemnation or eminent domain proceedings, or (3) alteration or repair of the common areas and facilities or any part thereof done pursuant to the provisions of this Master Deed as the same may be from time to time amended, or the provisions of the Declaration of Trust of the Condominium Trust as the same may be from time to time amended, or (4) repair or restoration of the building or any unit therein after damage by fire or other casualty, then and in any of the foregoing events, a valid easement shall exist for such encroachment and for the maintenance of same for so long as the building stands.

**(l) Pipes, Wires, Flues, Ducts, Conduits, Plumbing Lines and Other Common Facilities Located Inside of Units**

Each unit owner shall have an easement in common with the owner of the other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities located in the other units and serving his unit. Each unit shall be subject to an easement in favor of the owner of the other units to use all pipes, wires, flues, ducts, conduits, plumbing lines and other portions of the common areas and facilities serving such other units and located in such unit. The Trustees of the Condominium Trust shall have a right of access to each unit and storage easement area, to inspect the same, to remove violations therefrom and to maintain, repair or replace any portions of the common areas and facilities contained therein or elsewhere in the building.

**(m) Creation of Duplex Units**

In the event that at any time or from time to time two (2) or more contiguously located Units are in common ownership and if the owner of such Units (hereinafter called the "Duplex Owner") desires to cut an opening, or openings between such Units in order to

physically connect such Units in a so-called duplex arrangement, the following procedure shall apply:

(i) The Duplex Owner shall send written notice to all of the Unit Owners and to the Trustees of the Condominium Trust of his intention to so physically connect such Units and such notice shall be accompanied by (i) a plan drawn by an architect registered in Massachusetts showing the work which the Duplex Owner proposes to perform, and (ii) a written statement by such registered architect that such work will not impair the structural integrity of the building, and (iii) a written agreement under which the Duplex Owner obligates himself to the other Unit Owners and to the Trustees of the Condominium Trust to proceed expeditiously with such work according to such plan, in a first-class workmanlike manner, utilizing new materials, and that all such work shall be done under the supervision of such architect, and that such work shall not in any manner impair the structural integrity of the building, and that all bills for labor and materials will be promptly paid by the Duplex Owner, and that the Duplex Owner will indemnify the other Unit Owners and the Trustees against any liens for labor or materials in connection with such work, and that the Duplex Owner shall pay for all costs of said work, the fee of such registered architect, and the reasonable fees of any architect which the Trustees of the Condominium Trust may engage to advise them as to any aspect of such work. (The Trustees may, but shall not be obligated to engage an architect to so advise them.)

(ii) No such work shall commence unless and until the Trustees of the Condominium Trust shall have assented thereto in writing. Said Trustees may withhold their consent for the reason that such work would impair the structural integrity of the building, but for no other reason. Following such consent, the Duplex Owner shall expeditiously proceed with the work in accordance with such written agreement and plans and with this Section of this Master Deed.

(iii) At the completion of the work, the Duplex Owner shall notify the Trustees of the Condominium Trust, in writing, that the work has been completed in all respects and that all bills for labor and materials in connection therewith have been paid in full, and such notice shall be accompanied by a written verification of such architect that the work has been completed in all respects and that the performance of such work has not impaired the structural integrity of the building. During such time as the Units are physically connected, the Duplex Owner and his successors in title to such Units shall have an easement for himself and those lawfully occupying such Units, to pass and re-pass through the Common areas and facilities which separated such Units from each other prior to the work which is the subject of this Section of this Master Deed. In the event that at any time or from time to time, two (2) or more Units in Common Ownership have been combined into a duplex arrangement as herein above set forth, the then Duplex Owner shall have the right at any time thereafter to replace the opening or openings between such Units which physically connected such Units in such duplex arrangement by following the procedure set forth hereinabove in this Paragraph (m) of this Master Deed, and in such event or events the reference to the "work" hereinabove shall be deemed to mean the work of replacing such opening or openings, and restoring such opening or openings to their condition immediately prior to the physical connection of such Units in such duplex or duplex arrangement, so that such Units are no longer physically connected. Thereafter, the Units which were formerly physically connected

may again be sold, conveyed, mortgaged or otherwise transferred or alienated as separate Units. Each present and future Unit Owner, by accepting delivery of his Unit Deed, shall be deemed to have expressly assented to the provisions of this Paragraph (m) of this Master Deed.

**(n) All Units Subject to Master Deed, Unit Deed, and By-Laws and Rules and Regulations of the Condominium Trust**

All present and future owners, tenants, visitors, servants and occupants of units shall be subject to, and shall comply with, the provisions of this Master Deed as the same may be from time to time amended, the Unit Deed, the Condominium Trust and the By-Laws, and the Rules and Regulations of the Condominium Trust as the same may be from time to time amended and the rights, easements, agreements and restrictions of record and all matters set forth on Exhibit A hereto insofar as the same now are, or are in the future, in force and applicable. The acceptance of a deed or conveyance or the entering into a lease or into occupancy of any unit, shall constitute an agreement that the provisions of this Master Deed as the same may be from time to time amended, and the said rights, easements, agreements and restrictions, and all matters set forth on Exhibit A hereto, and the Unit Deed, and the Condominium Trust and the By-Laws and rules and regulations thereto, as the same may be from time to time amended, are accepted and ratified by such owner, tenant, visitor, servant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit as though such provisions were recited or stipulated at length in each and every deed or conveyance or lease or occupancy agreement hereof.

**(o) Federal Home Loan Mortgage Corporation; Federal National Mortgage Association**

Reference is hereby made to Section 33 of the By-Laws of the Condominium Trust which is hereby incorporated herein by this reference and made a part hereof.

**(p) Invalidity**

The invalidity of any provision of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed, and, in such event, all of the provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

**(q) Waiver**

No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**(r) Captions**

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed or the intent of any provisions hereof.

**(s) Conflicts**

This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

**(t) Liability**

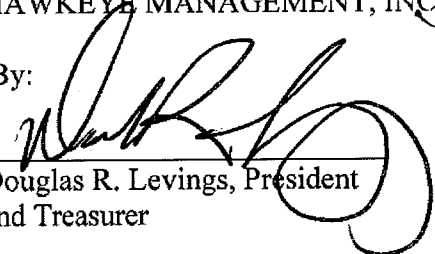
Notwithstanding anything to the contrary herein, and notwithstanding any custom or usage to the contrary, it is expressly understood and agreed that only the real estate which constitutes the Seabreeze Condominiums shall be bound by the provisions of this Master Deed. The Declarant, and any of them, shall never be personally or individually bound or liable to anyone whomsoever with respect to any of the provisions of this Master Deed beyond the Declarant's interest in the real estate which constitutes the Seabreeze Condominiums.

EXECUTED as an instrument under seal at Chatham, Barnstable County, Massachusetts this 4<sup>th</sup> day of February 2005.

Signed and sealed in the presence of:

HAWKEYE MANAGEMENT, INC.

By:

  
\_\_\_\_\_  
Douglas R. Levings, President  
and Treasurer

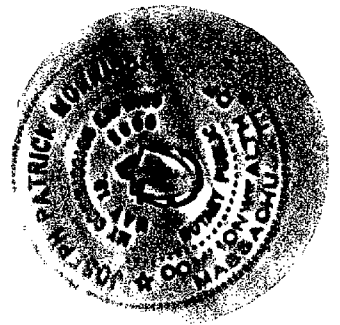
\_\_\_\_\_  
Witness:

COMMONWEALTH OF MASSACHUSETTS  
BARNSTABLE, ss.

In Chatham on this 4<sup>th</sup> day of February 2005, before me, the undersigned notary public, personally appeared DOUGLAS R. LEVINGS, President and Treasurer of HAWKEYE MANAGEMENT, INC. as aforesaid,

personally known to me to be the person whose name is signed on the preceding or attached and acknowledged to me that he signed it voluntarily for its stated purpose as President and Treasurer of said corporation.

*Joseph P. Morrissey*  
Notary Public *Joseph P. MORRISSEY*  
My Commission Expires on: *5/19/06*



**EXHIBIT "A"**

**Property Description**

The land, together with the buildings thereon, situated in Dennis (Dennisport), Barnstable County, Massachusetts, consisting of parcels known as 78 Center Street and 88 Center Street, bounded and described as follows:

**78 Center Street, Dennis (Dennisport), Massachusetts:**

Being LOTS 1, 2, 3, 4, 5 and Gladys Court, a 40-foot wide private way, on a plan of land entitled: "Subdivision Plan of Land in Dennisport, Mass., for Carleton M. & June R. Ellis, dated March 25, 1969, Scale 1"=40", S.R. Sweetser, Engineer, Dennisport, Mass.," which said plan is recorded with said Registry of Deeds in Plan Book 230, Page 33.

For title reference for the above described parcel, see Foreclosure Deed, dated January 5, 1995, recorded with the Barnstable County Registry of Deeds in Book 9517, Page 67 and Deed dated August 11, 1997, recorded in Book 10893, Page 215.

**88 Center Street, Dennis (Dennisport), Massachusetts:**

The land with the buildings thereon situated in Dennis, that part called Dennisport, Barnstable County, Massachusetts, bounded and described as follows:

- On the Southwest:                   by Center Street, as shown on a plan hereinafter described, 151.24 feet;
- On the Southeast:                   by land of Doza MacGillivray and by lands of sundry adjoining owners, as shown on said plan, 269.36 feet;
- On the Northeast:                   by land of Geo. & Gladys B. Ellis, as shown on said plan, 269.36;
- On the Northwest:                   by land of Emily Wheeler, as shown on said plan, 289.97 feet.

Containing approximately 41,250 square feet as shown on a plan of land entitled "Plan of Land in Dennisport, Mass., for Mary A. Grant, Scale 1"= 30", January 1963, Gerald A. Mercer & Co., Inc., Civil Engineers, South Yarmouth, Mass.," said plan being recorded with the Barnstable Registry of Deeds in Plan Book 174, Page 33.

For title reference for the above described parcel, see Foreclosure Deed, dated May 14, 1997, recorded with the Barnstable County Registry of Deeds in Book 10773, Page 171, and Deed dated August 11, 1997, recorded in Book 10893, Page 215.

**EXHIBIT B****UNIT DESCRIPTIONS**

This Unit Descriptions are incorporated by reference into and made a part of the Master Deed of Seabreeze Condominiums, #78 & #88 Center Street, Dennisport, Barnstable County, Massachusetts.

The unit description of each unit, and statement of its location, approximate area, number of rooms, and immediate common area to which it has access, are as follows:

**#78 CENTER STREET**

| <b>Unit</b> | <b>Unit Location</b>  | <b>Approximate Area of Unit (Square Feet)</b> | <b>Number and Designation Of Rooms</b> | <b>Immediate Common Area to Which Unit Has Access</b> |
|-------------|-----------------------|---|--|---|
| 78-1-01     | 1 <sup>st</sup> Floor | 609   | 3                                      | Exterior stair/walkways                               |
| 78-1-02     | 1 <sup>st</sup> Floor | 614   | 3                                      | Exterior stair/walkways                               |
| 78-1-03     | 1 <sup>st</sup> Floor | 783   | 4                                      | Exterior stair/walkways                               |
| 78-1-04     | 1 <sup>st</sup> Floor | 824   | 4                                      | Exterior stair/walkways                               |
| 78-1-05     | 1 <sup>st</sup> Floor | 823   | 4                                      | Exterior stair/walkways                               |
| 78-1-06     | 1 <sup>st</sup> Floor | 825   | 4                                      | Exterior stair/walkways                               |
| 78-1-07     | 1 <sup>st</sup> Floor | 824   | 4                                      | Exterior stair/walkways                               |
| 78-1-08     | 1 <sup>st</sup> Floor | 834   | 5                                      | Exterior stair/walkways                               |
| 78-1-09     | 1 <sup>st</sup> Floor | 953   | 4                                      | Exterior stair/walkways                               |
| 78-1-10     | 1 <sup>st</sup> Floor | 720   | 3                                      | Exterior stair/walkways                               |
| 78-1-11     | 1 <sup>st</sup> Floor | 741   | 3                                      | Exterior stair/walkways                               |
| 78-1-12     | 1 <sup>st</sup> Floor | 740   | 3                                      | Exterior stair/walkways                               |

| <b>Unit</b> | <b>Unit Location</b>  | <b>Approximate Area of Unit (Square Feet)</b> | <b>Number and Designation Of Rooms</b> | <b>Immediate Common Area to Which Unit Has Access</b> |
|-------------|-----------------------|---|--|---|
| 78-1-13     | 1 <sup>st</sup> Floor | 732   | 3                                      | Exterior stair/walkways                               |
| 78-1-14     | 1 <sup>st</sup> Floor | 958   | 4                                      | Exterior stair/walkways                               |
| 78-1-15     | 1 <sup>st</sup> Floor | 844   | 5                                      | Exterior stair/walkways                               |
| 78-1-16     | 1 <sup>st</sup> Floor | 824   | 4                                      | Exterior stair/walkways                               |
| 78-1-17     | 1 <sup>st</sup> Floor | 824   | 4                                      | Exterior stair/walkways                               |
| 78-1-18     | 1 <sup>st</sup> Floor | 822   | 4                                      | Exterior stair/walkways                               |
| 78-1-19     | 1 <sup>st</sup> Floor | 823   | 4                                      | Exterior stair/walkways                               |
| 78-1-20     | 1 <sup>st</sup> Floor | 772   | 4                                      | Exterior stair/walkways                               |
| 78-1-21     | 1 <sup>st</sup> Floor | 613   | 3                                      | Exterior stair/walkways                               |
| 78-1-22     | 1 <sup>st</sup> Floor | 616   | 3                                      | Exterior stair/walkways                               |
| 78-2-01     | 2 <sup>nd</sup> Floor | 609   | 3                                      | Exterior stair/walkways                               |
| 78-2-02     | 2 <sup>nd</sup> Floor | 614   | 3                                      | Exterior stair/walkways                               |
| 78-2-03     | 2 <sup>nd</sup> Floor | 783   | 4                                      | Exterior stair/walkways                               |
| 78-2-04     | 2 <sup>nd</sup> Floor | 824   | 4                                      | Exterior stair/walkways                               |
| 78-2-05     | 2 <sup>nd</sup> Floor | 823   | 4                                      | Exterior stair/walkways                               |
| 78-2-06     | 2 <sup>nd</sup> Floor | 825   | 4                                      | Exterior stair/walkways                               |
| 78-2-07     | 2 <sup>nd</sup> Floor | 824   | 4                                      | Exterior stair/walkways                               |
| 78-2-08     | 2 <sup>nd</sup> Floor | 834   | 4                                      | Exterior stair/walkways                               |
| 78-2-09     | 2 <sup>nd</sup> Floor | 953   | 4                                      | Exterior stair/walkways                               |
| 78-2-10     | 2 <sup>nd</sup> Floor | 720   | 3                                      | Exterior stair/walkways                               |



| <b>Unit</b> | <b>Unit Location</b>  | <b>Approximate Area of Unit (Square Feet)</b> | <b>Number and Designation Of Rooms</b> | <b>Immediate Common Area to Which Unit Has Access</b> |
|-------------|-----------------------|---|--|---|
| 78-2-11     | 2 <sup>nd</sup> Floor | 741   | 3                                      | Exterior stair/walkways                               |
| 78-2-12     | 2 <sup>nd</sup> Floor | 740   | 3                                      | Exterior stair/walkways                               |
| 78-2-13     | 2 <sup>nd</sup> Floor | 723   | 3                                      | Exterior stair/walkways                               |
| 78-2-14     | 2 <sup>nd</sup> Floor | 958   | 4                                      | Exterior stair/walkways                               |
| 78-2-15     | 2 <sup>nd</sup> Floor | 844   | 4                                      | Exterior stair/walkways                               |
| 78-2-16     | 2 <sup>nd</sup> Floor | 824   | 4                                      | Exterior stair/walkways                               |
| 78-2-17     | 2 <sup>nd</sup> Floor | 824   | 4                                      | Exterior stair/walkways                               |
| 78-2-18     | 2 <sup>nd</sup> Floor | 822   | 4                                      | Exterior stair/walkways                               |
| 78-2-19     | 2 <sup>nd</sup> Floor | 823   | 4                                      | Exterior stair/walkways                               |
| 78-2-20     | 2 <sup>nd</sup> Floor | 772   | 4                                      | Exterior stair/walkways                               |
| 78-2-21     | 2 <sup>nd</sup> Floor | 613   | 3                                      | Exterior stair/walkways                               |
| 78-2-22     | 2 <sup>nd</sup> Floor | 616   | 3                                      | Exterior stair/walkways                               |

**#88 CENTER STREET**

| <b>Unit</b> | <b>Unit Location</b>                     | <b>Approximate Area of Unit (Square Feet)</b> | <b>Number and Designation Of Rooms</b> | <b>Immediate Common Area to Which Unit Has Access</b> |
|-------------|--|---|--|---|
| 88-45       | 1 <sup>st</sup> & 2 <sup>nd</sup> Floors | 1,400   | 7                                      | Exterior stair/walkways, patio, deck and yard         |

**EXHIBIT C (cont.)**  
Percent interest of Each Unit in the Common Areas and Facilities

| Unit    | Percent Interest | Alternate Percent Interest<br>If Additional Units are<br>Added to the Condominium |
|---------|------------------|---|
| 78-2-15 | 2.40             | 1.05  |
| 78-2-16 | 2.40             | 1.05  |
| 78-2-17 | 2.40             | 1.05  |
| 78-2-18 | 2.40             | 1.05  |
| 78-2-19 | 2.40             | 1.05  |
| 78-2-20 | 2.40             | 1.05  |
| 78-2-21 | 2.07             | 0.91  |
| 78-2-22 | 2.07             | 0.91  |
| 88-45   | 3.50             | 1.54  |
| 54-1    |                  | 1.34  |
| 54-2    |                  | 1.24  |
| 56-1-1  |                  | 0.81  |
| 56-1-2  |                  | 0.81  |
| 56-1-3  |                  | 0.96  |
| 56-1-4  |                  | 0.96  |
| 56-1-5  |                  | 0.96  |
| 56-1-6  |                  | 0.96  |
| 56-1-7  |                  | 0.81  |
| 56-1-8  |                  | 0.81  |
| 56-2-1  |                  | 0.91  |
| 56-2-2  |                  | 0.91  |
| 56-2-3  |                  | 1.05  |
| 56-2-4  |                  | 1.05  |
| 56-2-5  |                  | 1.05  |
| 56-2-6  |                  | 1.05  |
| 56-2-7  |                  | 0.91  |
| 56-2-8  |                  | 0.91  |
| 58-1-1  |                  | 0.81  |
| 58-1-2  |                  | 0.81  |
| 58-1-3  |                  | 0.96  |
| 58-1-4  |                  | 0.96  |
| 58-1-5  |                  | 0.96  |
| 58-1-6  |                  | 0.96  |
| 58-1-7  |                  | 0.81  |
| 58-1-8  |                  | 0.81  |
| 58-2-1  |                  | 0.91  |

**EXHIBIT C (Continued)****Percent interest of Each Unit in the Common Areas and Facilities**

| Unit   | Percent Interest | Alternate Percent Interest<br>if Additional Units are<br>Added to the Condominium |
|--------|------------------|---|
| 58-2-2 |                  | 0.91  |
| 58-2-3 |                  | 1.05  |
| 58-2-4 |                  | 1.05  |
| 58-2-5 |                  | 1.05  |
| 58-2-6 |                  | 1.05  |
| 58-2-7 |                  | 0.91  |
| 58-2-8 |                  | 0.91  |
| 60-1   |                  | 1.24  |
| 60-2   |                  | 1.24  |
| 64-1   |                  | 1.10  |
| 64-2   |                  | 1.20  |
| 66-1-1 |                  | 0.81  |
| 66-1-2 |                  | 0.81  |
| 66-1-3 |                  | 0.96  |
| 66-1-4 |                  | 0.72  |
| 66-1-5 |                  | 0.72  |
| 66-1-6 |                  | 0.96  |
| 66-1-7 |                  | 0.96  |
| 66-1-8 |                  | 0.81  |
| 66-1-9 |                  | 0.96  |
| 66-2-1 |                  | 0.91  |
| 66-2-2 |                  | 0.91  |
| 66-2-3 |                  | 1.05  |
| 66-2-4 |                  | 0.81  |
| 66-2-5 |                  | 0.81  |
| 66-2-6 |                  | 1.05  |
| 66-2-7 |                  | 1.05  |
| 66-2-8 |                  | 0.91  |
| 66-2-9 |                  | 1.05  |
| 70     |                  | 0.77  |
| 70-A   |                  | 0.96  |
| 70-B   |                  | 0.96  |

**EXHIBIT C**Percent interest of Each Unit in the Common Areas and Facilities

| Unit    | Percent Interest | Alternate Percent Interest<br>if Additional Units are<br>Added to the Condominium |
|---------|------------------|---|
| 78-1-01 | 1.86             | 0.81  |
| 78-1-02 | 1.86             | 0.81  |
| 78-1-03 | 2.18             | 0.96  |
| 78-1-04 | 2.18             | 0.96  |
| 78-1-05 | 2.18             | 0.96  |
| 78-1-06 | 2.18             | 0.96  |
| 78-1-07 | 2.18             | 0.96  |
| 78-1-08 | 2.18             | 0.96  |
| 78-1-09 | 2.40             | 1.05  |
| 78-1-10 | 1.86             | 0.81  |
| 78-1-11 | 1.86             | 0.81  |
| 78-1-12 | 1.86             | 0.81  |
| 78-1-13 | 1.86             | 0.81  |
| 78-1-14 | 2.40             | 1.05  |
| 78-1-15 | 2.18             | 0.96  |
| 78-1-16 | 2.18             | 0.96  |
| 78-1-17 | 2.18             | 0.96  |
| 78-1-18 | 2.18             | 0.96  |
| 78-1-19 | 2.18             | 0.96  |
| 78-1-20 | 2.18             | 0.96  |
| 78-1-21 | 1.86             | 0.81  |
| 78-1-22 | 1.86             | 0.81  |
| 78-2-01 | 2.07             | 0.91  |
| 78-2-02 | 2.07             | 0.91  |
| 78-2-03 | 2.40             | 1.05  |
| 78-2-04 | 2.40             | 1.05  |
| 78-2-05 | 2.40             | 1.05  |
| 78-2-06 | 2.40             | 1.05  |
| 78-2-07 | 2.40             | 1.05  |
| 78-2-08 | 2.46             | 1.08  |
| 78-2-09 | 2.62             | 1.15  |
| 78-2-10 | 2.07             | 0.91  |
| 78-2-11 | 2.07             | 0.91  |
| 78-2-12 | 2.07             | 0.91  |
| 78-2-13 | 2.07             | 0.91  |
| 78-2-14 | 2.62             | 1.15  |

**EXHIBIT D**Property Description of Additional Land to be Added to Condominium**54, 56, 58, 60, 62 & 64 CENTER STREET, DENNISPORT, MASSACHUSETTS**

The land, together with the buildings thereon, situated in Dennis (Dennisport), Barnstable County, Massachusetts, consisting of parcels known as 54, 56, 58, 60, 62 and 64 Center Street, also designated by the Town of Dennis Assessor's Office as 54, 56, 58, 60, 64 and 64A, bounded and described as follows:

Parcel No. 1.:

Being Lots 1, 2, 3 and 4 as shown on a plan entitled: "Subdivision Plan of Land in Dennis Port for Frank Compagnone, December 16, 1969, Revised January 6, 1970, Scale 1" – 30' S.R. Sweetser, Engineer, Dennis Port, Mass." and recorded in Barnstable County Registry of Deeds in Plan Book 234, Page 107.

Parcel No. 2:

Beginning at the Southwest corner of the granted premises at a stake and stones in range of land now or formerly of Albert R. Howes and range of land now or formerly of one Springer:

- |        |  |
|--------|--|
| Thence | Easterly, sixty-six (66) feet by land now or formerly of said Springer, intersecting the Northerly edge of a private way, to a stake and stones; |
| Thence | Northerly by land now or formerly of said Springer, fifty-six and one-half (56 ½) feet to a stake and stones;                                    |
| Thence | Westerly by land now or formerly of said Springer, sixty-six (66) feet to a stake and stones at land now or formerly of said Howes;              |
| Thence | Southerly by land now or formerly of said Howes, fifty-six and one half (56 ½) feet to the place of beginning.                                   |

Being approximately 56' by 66' parcel designated "Harborside Realty Trust" on a plan entitled: "Plan of Land in Dennisport for Harborside Realty Trust, December 16, 1970, Scale 1" – 40', S.R. Sweetser, Engineer, Dennisport, Mass.", recorded with said Registry of Deeds in Plan Book 242 Page 121.

Parcel No. 3:

- On the South by Center Street as shown on a plan hereinafter mentioned forty-seven and 31/100 (47.31) feet;
- On the West: by land of Robert T. Ridge and land of Harborside Realty Trust, as shown on said Plan, by two courses together measuring one hundred sixty-nine and 96/100 (169.96) feet;
- On the South: by land of Harborside Realty Trust, as shown on said plan, sixty-six (66) feet;
- On the West by land of Harborside Realty Trust and land of Samuel Arico, as shown on said plan, by two courses together measuring one hundred sixty-seven and 62/100 (167.62) feet;
- On the North by land of William Neofotistos et ux, as shown on said plan one hundred nineteen and 18/100 (119.18) feet; and
- On the East by land of Mildred Eldredge, as shown on said plan, three hundred twenty-six and 69/100 (326.69) feet.

Containing an area of 27,297 square feet, as shown on a plan entitled: Plan of Land in Dennisport for Harborside Realty Trust, December 16, 1970, Scale 1" – 40', S.R. Sweetser, Engineer, Dennisport, Mass." and recorded with said Registry of Deeds in Plan Book 242 Page 121.

For title to the above described parcels, see Foreclosure Deed dated January 5, 1995 recorded with Barnstable County Registry of Deeds in Book 9517 Page 67 and Deed dated March 30, 1995 recorded in Book 9610, Page 161.

**70 CENTER STREET, DENNISPORT, MASSACHUSETTS**

The land in that part of Dennis called Dennisport, Barnstable County, Massachusetts bounded and described as follows:

PARCEL 1:

- BEGINNING AT THE SOUTHWEST CORNER of the premises at a post in the range of a town road, and range of land of Alonzo E. Capron;
- NORTHERLY by land of said Capron, to land belonging to the estate of Nehemiah Howes, deceased;
- NORTHERLY in a straight line to Henry C. Howes range of land, the whole distance being Nineteen Rods Nine and one-half feet;

- EASTERLY by land of Henry C. Howes, Five Rods to range of land formerly of Albert Rogers;
- SOUTHERLY by land of said Rogers Fourteen Rods and Thirteen and one-half feet to land of Emily F. Crowell, et al;
- EASTERLY in range of land formerly of Albert Rogers, five feet, to range of said Rogers;
- SOUTHERLY in range of said Rogers, Four Rods, twelve and one-half feet, to said Town Road;
- WESTERLY by said Town Road, Four Rods twelve and one-half feet to the point of beginning. Containing Ninety Seven (97) Rods and Seven Feet (7 feet).

PARCEL II:

- BEGINNING AT THE SOUTHEAST CORNER OF THE PARCEL at the land of grantee and a Town Way known as Center Street;
- WESTERLY by the Northerly side line of the Town Way for a distance of fifteen (15) feet to the remaining land of the grantor;
  - NORTHERLY by the land of the grantor for a distance of three hundred thirty (330) feet more or less to the land formerly of Henry C. Howes, said line is fifteen (15) feet from, and parallel to, the westerly line of this grantee;
  - EASTERLY by land of said Howes for a distance of fifteen (15) feet to the land of the grantee;
  - SOUTHERLY by the land of grantee to the point of beginning. Containing an area of approximately 4,950 square feet.

FOR title reference see Barnstable County Registry of Deeds, Book 10773 Page 162.

**BARNSTABLE REGISTRY OF DEEDS**