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FIRST AMENDMENT TO CONDOMINIUM MASTER DEED

OF

SEABREEZE CONDOMINIUMS

**54, 56, 58, 60, 64, 66, 70, 78 & 88 CENTER STREET
DENNISPORT, MASSACHUSETTS 02639**

This First Amendment to Master Deed of the Seabreeze Condominiums ("Condominium"), a condominium created pursuant to Massachusetts General Laws Chapter 183A by the filing of a Master Deed dated February 4, 2005, recorded with the Barnstable County Registry of Deeds in Book 19504, Page 186 (hereinafter referred to as the "Master Deed"), is dated as of the 10 day of August, 2006.

RECITALS

A. WHEREAS, Subsection VI of Section (d) of the Master Deed specifically reserved to the Declarant for a period of seven (7) years following the filing of the Master Deed, the right to add land ("Additional Land"), additional buildings ("Additional Buildings") and additional units ("Additional Units") to the Condominium. Said Additional Land, which was further described on Exhibit "D" to the Master Deed, has located thereon buildings known and numbered as "Building #54", "Building #56", "Building #58", "Building #60", "Building #64", "Building #66" and "Building #70" (collectively, the "Additional Buildings"). 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").

B. WHEREAS, said Master Deed further provided that the Declarant, upon exercising its reserved development rights set forth in Subsection VI of Section (d) of the Master Deed shall have the right to Amend the Master Deed and to file with said Amendment an "Additional Land Site Plan" and "Additional Master Deed Floor Plans" so as to add the Additional Land, Additional Buildings and Additional Units to the Condominium.

C. WHEREAS, said Master Deed provided that each unit owner of the Condominium and his mortgagee shall, by acceptance and recording of a unit deed, irrevocably appointed the Declarant as his 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 Subsection VI of Section (d) of the Master Deed, including the filing of an Amendment to the Master Deed and the filing of the Additional Land Site Plan and Additional Master Deed Floor Plans.

D. WHEREAS, said Master Deed provided that the Declarant shall record, along with said Amendment to Master Deed: (a) a certificate, executed by the Declarant certifying that the additional land units have been built and added to the

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Condominium; and (b) Additional "As-Built" Floor Plans and Site Plans 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 Section (d) VI of the Master Deed 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.

E. WHEREAS, said Master Deed provided that upon the recording of the Amendment and the Certificate with the Barnstable County Registry of Deeds, 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," to the Master Deed.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Declarant hereby elects to exercise, pursuant to Subsection VI of Section (d) the Master Deed, its reserved development rights to add the Additional Land, the Additional Buildings, and the Additional Units to the Condominium, and in connection with the Declarant's exercise of its reserved development rights, the Declarant and the Trustees of the Condominium, pursuant to Subsections, III, IV and VI of Section (h) of the Master Deed agree to amend the Master Deed (and the Master Plans) in the following respects:

1. The first sentence of Section (b) of the Master Deed entitled "Description of Land" is deleted in its entirety and replaced with the following:

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

2. Section (c) of the Master Deed entitled "Description of Building" is deleted in its entirety and replaced with the following new Section (c):

"(c) Description of Building

There are nine (9) buildings on said land, which contain a total of one hundred four (104) units, which buildings are designated and described as follows:

- (i) Building #54, the post office address of which is 54 Center Street, Dennisport, Massachusetts 02639, is a two-story wood-framed townhouse with basement that contains 2 units (Unit 1 and Unit 2).
- (ii) Building #56, the post office address of which is 56 Center Street, Dennisport, Massachusetts 02639, is two-story wood-framed building with basement that contains 16 units (Units 1-01 through 1-08; Units 2-01 through 2-08, inclusive).

- (iii) Building #58, the post office address of which is 58 Center Street, Dennisport, Massachusetts 02639, is two-story wood-framed building with basement that contains 16 units (Units 1-01 through 1-08; Units 2-01 through 2-08, inclusive).
- (iv) Building #60, the post office address of which is 60 Center Street, Dennisport, Massachusetts 02639, is two-story wood-framed townhouse with basement that contains 2 units (Unit 1 and Unit 2).

(v) Building #64, the post office address of which is 64 Center Street, Dennisport, Massachusetts 02639, is two-story wood-framed townhouse with basement that contains 2 units (Unit 1 and Unit 2).

(vi) Building #66, the post office address of which is 66 Center Street, Dennisport, Massachusetts 02639, is two-story wood-framed building with basement that contains 18 units (Units 1-01 through 1-09; Units 2-01 through 2-09, inclusive).

(vii) Building #70, the post office address of which is 70 Center Street, Dennisport, Massachusetts 02639, is two-story wood-framed building that contains 3 units (Unit 1, Unit 2A and Unit 2B).

(viii) 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 1-1 through 1-22; Units 2-1 through 2-22, inclusive).

(ix) 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 45).

There are outside parking areas and asphalt drives serving Building No.(s) 54, 56, 58, 60, 64, 66, 70 & 78 and an asphalt driveway and outside parking area serving Building #88, all as shown on the site plan for the Condominium, recorded herewith. The parking areas contain the outside Parking Spaces.

Said Buildings No(s.) 54, 56, 58, 60, 64, 66, 70, 78 & 88 are hereinafter collectively called the "Buildings," or the "buildings." Provisions regarding the Parking Spaces for the Buildings are set forth in Subsection III of Section (d) of this Master Deed."

3. Section (d) of the Master Deed entitled "Description of Units" is deleted in its entirety and replaced with the following new Section (d):

"(d) Description of Units

I. Units

The Condominium contains one hundred four (104) units, consisting of forty-four (44) one-bedroom units, fifty-eight (58) two-bedroom units, one (1) four bedroom unit, and one (1) office 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-floors;
- (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 #45.

II. Basement Storage Easements

The basements of the Building 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 the exclusive right to designate and assign one storage easement area within said basement of said Buildings 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, 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. There are parking areas and asphalt drives serving the Buildings which are designated on the Site Plan of the Condominium filed herewith. Said Site Plan is entitled "Plan of Land of Seabreeze Condominiums located at 54, 56, 58, 60, 64, 66, 70, 78, 88 Center Street, Dennisport, MA 02639", prepared by Yankee Land Surveyors and Consultants, Marston Mills, MA 02648, dated January 18, 2005, with revisions through June 12, 2006. The parking areas and asphalt drive 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, upon completion of the parking areas, 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.

b. 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.

c. 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.

d. The term "private noncommercial passenger vehicles" as used in the immediately preceding sentence, shall include automobiles, 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. Repair of the asphalt coating in any such designated space, caused by the vehicle of such unit owner, shall be repaired at the discretion of the trustee. The cost of any such repair shall be the responsibility of the unit owner assigned to said space.

e. 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.

f. The provisions of this Subsection III of Section (d) this Master Deed 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 (i) 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.

g. 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, 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 #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 #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 45 Heating Equipment." All Unit #45 Heating Equipment, whether located within or without Unit #45, is appurtenant to said Unit #45, and the entire cost of maintenance, gas fuel, electric fuel, operation, repair, maintenance, and replacement of such Unit #45 Heating Equipment shall be the responsibility of the individual owner of Unit #45, regardless of the fact that said Unit #45 Heating Equipment and said piping, wiring and equipment may be located, as aforesaid, outside of said Unit. The owner of Unit

#45 shall have an easement to use, maintain, operate, repair and replace all Unit #45 Heating Equipment serving his or her unit and located in the basement of Building #88 and in the common areas and facilities.

V. Exterior Decks, Patios, Yards and Asphalt Drives Serving the Units

(a) 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, patio and yard. The Deck and Patio shall not be enclosed.

(b) Outside Decks, Patios, and Yard Areas Serving Certain Other Units

Some first floor Units have direct access to a deck, a patio or yard area as shown on the Site Plan. These areas are designated on the Site Plan as "Unit ___ Area of Exclusive Use Deck", or "Unit ___ Area of Exclusive Use for Future Patio" or "Building ___, Unit ___ Area of Exclusive Use." The owners of the Units so designated on the Site Plan shall have the exclusive right and easement to use of the deck, patio and/or yard area so designated on the Site Plan, which shall be appurtenant to their respective Unit. The easement areas so designated are a part of the common areas and facilities of the Condominium, to be maintained and repaired by the Condominium Trust, except in the case where damage to said deck(s), patio(s), or yard area(s) are caused by neglect, in which case the owner of the easement for the exclusive use thereof shall be responsible for said maintenance and repair. The owner of any easement for the exclusive use of a deck or patio 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. Decks and patios shall not be enclosed."

4. Section (e) of the Master Deed entitled "Description of Common Areas and Facilities and the Proportionate Interest in Each Unit Therein" is amended as follows:

(a) subsection (ix) is deleted in its entirety and replaced with the following:

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"(ix) the outside driveways and parking areas serving the Buildings;"

(b) subsection (x) is deleted in its entirety and replaced with the following:

"(x) the subsurface septic systems serving the Buildings and all appurtenant piping and equipment related thereto;"

(c) The following new subsection (xiv) is added:

"(xiv) the pool, pool area and shed to the rear of Building #70."

5. Section (f) of the Master Deed entitled "Master Plans" is deleted in its entirety and replaced with the following new Section (f):

"(f) Master Plans

A Site Plan and a set of the Floor Plans of the Buildings showing the layout, location, unit numbers and dimensions of the units, and the layout and location of the Buildings, and bearing the verified statement of a Registered Land Surveyor 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 of the Buildings, as built, all pursuant to Massachusetts General Laws, Chapter 183A, have been recorded with the Master Deed and this First Amendment thereto. Said set of plans, herein sometimes called the "Master Plans," are hereby incorporated herein by this reference and made a part hereof. The Master Plans consist of twenty-five (25) sheets and are named as follows:

1. "Plan of Land of Seabreeze Condominiums located at: 54, 56, 58, 60, 64, 66, 70, 78, 88 Center Street, Dennisport, MA," prepared by Yankee Surveyors and Consultants, Marston Mills, MA 02648, dated January 18, 2005, with revisions through August 7, 2006.

(Note: This sheet replaces in its entirety the sheet entitled: "Seabreeze Condominiums" Site Plan Phase I, located at #78 Center Street, Dennisport, MA and prepared by Yankee Survey Consultants, Marston Mills, MA 02648 and dated December 2, 2004);

2. "Seabreeze Condominiums" Phase I Basement Floor Plan, Located at #78 Center Street, Dennisport, MA prepared by Yankee Survey Consultants, Marston Mills, MA 02648 and dated December 2, 2004;

3. "Seabreeze Condominiums" Phase I Master Floor Plan, Located at #78 Center Street, Dennisport, MA prepared by Yankee Survey Consultants, Marston Mills, MA 02648 and dated December 2, 2004 (showing Units 1-01 through 1-22);

4. "Seabreeze Condominiums" Phase I Master Floor Plan, Located at #78 Center Street, Dennisport, MA prepared by Yankee Survey Consultants, Marston Mills, MA and dated November 30, 2004 (showing Units 2-01 through 2-22);

5. "Seabreeze Condominiums" Phase I Master Floor Plan, Located at #88 Center Street, Dennisport, MA prepared by Yankee Survey Consultants, Marston Mills, MA 02648 and dated December 2, 2004 (showing Unit #45);

6. "Seabreeze Condominiums" Phase II Floor Plan located at: #54 Center Street, Dennisport, MA" prepared by Yankee Survey Consultants, Marston Mills, MA 02648, dated January 6, 2005, with revisions through June 8, 2006 (3 Sheets).

7. "Seabreeze Condominiums" Phase II Floor Plan located at: #56 Center Street, Dennisport, MA" prepared by Yankee Survey Consultants, Marston Mills, MA 02648, dated January 6, 2005, with revisions through June 12, 2006 (3 Sheets).

8. "Seabreeze Condominiums" Phase II Floor Plan located at: 58 Center Street, Dennisport, MA" prepared by Yankee Survey Consultants, Marston Mills, MA 02648, dated January 6, 2005, with revisions through June 12, 2006 (3 Sheets).

9. "Seabreeze Condominiums" Phase II Floor Plan located at: 60 Center Street, Dennisport, MA" prepared by Yankee Survey Consultants, Marston Mills, MA 02648, dated February 8, 2006, with revisions through June 8, 2006 (3 Sheets).

10. "Seabreeze Condominiums" Phase II Floor Plan located at: 64 Center Street, Dennisport, MA" prepared by Yankee Survey Consultants, Marston Mills, MA 02648, dated February 7, 2006, with revisions through June 6, 2006 (3 Sheets).

11. "Seabreeze Condominiums" Phase II Floor Plan located at: 66 Center Street, Dennisport, MA" prepared by Yankee Survey Consultants, Marston Mills, MA 02648, dated February 6, 2006, with revisions through May 3, 2006 (3 Sheets).

12. "Seabreeze Condominiums" Phase II Floor Plan located at: 70 Center Street, Dennisport, MA" prepared by Yankee Survey Consultants, Marston Mills, MA 02648, dated June 8, 2006 (2 Sheets)."

6. Subsection (i) of Section (g) of the Master Deed entitled "Use of Units" is deleted in its entirety and replaced with the following:

"(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 Unit #70 first floor may used as a management office for the Condominium and other office uses, and that any other unit 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"

7. Exhibit "B" to the Master Deed entitled "Unit Descriptions" is deleted in its entirety and replaced with a new Exhibit "B", attached hereto and made a part hereof.

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8. Upon the recording hereof, the Alternate Percent Interests set forth in Exhibit "C" to the Master Deed shall be the applicable percent interests of each of the units in the common areas and facilities of the Condominium.

In all other respects, the Master Deed shall remain in full force and effect.

EXECUTED as an instrument under seal at Chatham, Barnstable County, Massachusetts this 10th day of August, 2006.

Declarant:

HAWKEYE MANAGEMENT, INC.

By: [Signature]
Douglas R. Levings, President
and Treasurer

Trustee:

SEABREEZE CONDOMINIUM TRUST

By: [Signature]
Hawkeye Management, Inc., its sole Trustee

By: [Signature]
Douglas R. Levings, Resident
and Treasurer

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss.

In Chatham on this 10 day of August, 2006, 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, and as Trustee of SEABREEZE CONDOMINIUM TRUST.

[Signature]

Notary Public
My Commission Expires on:



EXHIBIT B

UNIT DESCRIPTIONS

The Unit Descriptions are incorporated by reference into and made a part of the Master Deed of Seabreeze Condominiums, #54, #56, #58, #60, #64, #66, #70, #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:

#54 CENTER STREET

Unit Location	Approximate Number and Area of Unit Designation (Square Feet) Of Rooms	Immediate Common Area to Which Unit Has Access
1	828 4	Exterior stair/walkways
2	828 4	Exterior stair/walkways

#56 CENTER STREET

Unit Location	Approximate Number and Area of Unit Designation (Square Feet) Of Rooms	Immediate Common Area to Which Unit Has Access
1-01 1 st Floor	592 3	Exterior stair/walkways
1-02 1 st Floor	582 3	Exterior stair/walkways
1-03 1 st Floor	879 4	Exterior stair/walkways
1-04 1 st Floor	855 4	Exterior stair/walkways
1-05 1 st Floor	888 4	Exterior stair/walkways
1-06 1 st Floor	878 4	Exterior stair/walkways
1-07 1 st Floor	590 3	Exterior stair/walkways
1-08 1 st Floor	581 3	Exterior stair/walkways

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2-01	2 nd floor	591	3	Exterior stair/walkways
2-02	2 nd Floor	581	3	Exterior stair/walkways

Unit Location
 Approximate Number and Immediate Common Area Area of Unit Designation to Which Unit (Square Feet) Of Rooms Has Access

2-03	2 nd Floor	878	4	Exterior stair/walkways
2-04	2 nd Floor	890	4	Exterior stair/walkways
2-05	2 nd Floor	888	4	Exterior stair/walkways
2-06	2 nd Floor	878	4	Exterior stair/walkways
2-07	2 nd Floor	590	3	Exterior stair/walkways
2-08	2 nd Floor	581	3	Exterior stair/walkways

#58 CENTER STREET

Unit Location
 Approximate Number and Immediate Common Area Area of Unit Designation to Which Unit (Square Feet) Of Rooms Has Access

1-01	1 st Floor	590	3	Exterior stair/walkways
1-02	1 st Floor	581	3	Exterior stair/walkways
1-03	1 st Floor	878	4	Exterior stair/walkways
1-04	1 st Floor	888	4	Exterior stair/walkways
1-05	1 st Floor	889	4	Exterior stair/walkways
1-06	1 st Floor	878	4	Exterior stair/walkways
1-07	1 st Floor	592	3	Exterior stair/walkways
1-08	1 st Floor	581	3	Exterior stair/walkways
2-01	2 nd floor	590	3	Exterior stair/walkways

2-02	2 nd Floor	581	3	Exterior stair/walkways
2-03	2 nd Floor	878	4	Exterior stair/walkways

Unit Location
 Approximate Number and Immediate Common Area Area of Unit Designation to Which Unit (Square Feet) Of Rooms Has Access

2-04	2 nd Floor	888	4	Exterior stair/walkways
2-05	2 nd Floor	889	4	Exterior stair/walkways
2-06	2 nd Floor	878	4	Exterior stair/walkways
2-07	2 nd Floor	592	3	Exterior stair/walkways
2-08	2 nd Floor	581	3	Exterior stair/walkways

#60 CENTER STREET

Unit Location
 Approximate Number and Immediate Common Area Area of Unit Designation to Which Unit (Square Feet) Of Rooms Has Access

1		827	4	Exterior stair/walkways
2		828	4	Exterior stair/walkways

#64 CENTER STREET

Unit Location
 Approximate Number and Immediate Common Area Area of Unit Designation to Which Unit (Square Feet) Of Rooms Has Access

1	1 st Floor	639	4	Exterior stair/walkways
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2 2nd Floor 718 4 Exterior stair/walkways

#66 CENTER STREET

Unit Unit Location Approximate Number and Immediate Common Area to Which Unit Has Access (Square Feet) Of Rooms

1-01	1 st Floor	573	3	Exterior stair/walkways
1-02	1 st Floor	555	3	Exterior stair/walkways
1-03	1 st Floor	758	4	Exterior stair/walkways
1-04	1 st Floor	367	3	Exterior stair/walkways
1-05	1 st Floor	504	3	Exterior stair/walkways
1-06	1 st Floor	783	4	Exterior stair/walkways
1-07	1 st Floor	796	4	Exterior stair/walkways
1-08	1 st Floor	520	3	Exterior stair/walkways
1-09	1 st Floor	729	4	Exterior stair/walkways
2-01	2 nd floor	573	3	Exterior stair/walkways
2-02	2 nd Floor	555	3	Exterior stair/walkways
2-03	2 nd Floor	758	4	Exterior stair/walkways
2-04	2 nd Floor	367	3	Exterior stair/walkways
2-05	2 nd Floor	504	3	Exterior stair/walkways
2-06	2 nd Floor	783	4	Exterior stair/walkways
2-07	2 nd Floor	796	4	Exterior stair/walkways
2-08	2 nd Floor	520	3	Exterior stair/walkways
2-09	2 nd Floor	729	4	Exterior stair/walkways

#70 CENTER STREET

Unit Unit Location Approximate Number and Immediate Common Area to Which Unit Has Access (Square Feet) Of Rooms

1	1 st Floor	1278	5	Exterior stair/walkways
2A	2 nd Floor	701	3	Exterior stair/walkways
2B	2 nd Floor	701	3	Exterior stair/walkways

#78 CENTER STREET

Unit Unit Location Approximate Number and Immediate Common Area to Which Unit Has Access (Square Feet) Of Rooms

78-1-01	1 st Floor	609	3	Exterior stair/walkways
78-1-02	1 st Floor	614	3	Exterior stair/walkways
78-1-03	1 st Floor	783	4	Exterior stair/walkways
78-1-04	1 st Floor	824	4	Exterior stair/walkways
78-1-05	1 st Floor	823	4	Exterior stair/walkways
78-1-06	1 st Floor	825	4	Exterior stair/walkways
78-1-07	1 st Floor	824	4	Exterior stair/walkways
78-1-08	1 st Floor	834	4	Exterior stair/walkways
78-1-09	1 st Floor	953	4	Exterior stair/walkways
78-1-10	1 st Floor	720	3	Exterior stair/walkways
78-1-11	1 st Floor	741	3	Exterior stair/walkways
78-1-12	1 st Floor	740	3	Exterior stair/walkways

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

#88 CENTER STREET

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

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preceding or attached and acknowledged to me that he signed it voluntarily for its stated purpose as President and Treasurer of said corporation.

ES Doane
Notary Public
My Commission Expires on:



DECLARANT'S CERTIFICATE OF COMPLIANCE REQUIRED BY SUBSECTION VI OF SECTION (d) OF THE MASTER DEED

The undersigned Hawkeye Management, Inc., being the Declarant of Seabreeze Condominiums ("Condominium"), hereby certifies that:

1. The "Additional Buildings" and the "Additional Units" have been built and said Buildings, Units and "Additional Land" as defined and referred to in said Master Deed have been added to the Condominium as evidenced by the First Amendment to Master Deed of Seabreeze Condominiums ("Amendment"), attached hereto; and
2. Additional "As-Built" Floor Plans and a Site Plan conforming with the requirements of Massachusetts General Laws Chapter 183A showing the Additional Land, Additional Buildings and the Additional Units contained thereon have been filed herewith; and
3. As a result of the Amendment, fifty-nine (59) additional units have been added to the Condominium; and
4. Exhibit "B" to the Amendment, which is incorporated herein by reference, sets forth the location, the approximate area, number of rooms, and immediate common area to which the Additional Units have access; and
5. Exhibit "C" to the Amendment, which is incorporated herein by reference, sets forth the applicable percent interest of the Additional Units in the common areas and facilities of the Condominium.

EXECUTED as an instrument under seal at Chatham, Barnstable County, Massachusetts this 10th day of August, 2006.

Declarant:
HAWKEYE MANAGEMENT, INC.
By: *[Signature]*
Douglas R. Levings, President
and Treasurer

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss.

In Chatham on this 10 day of August, 2006, 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

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FIRST AMENDMENT TO DECLARATION OF TRUST

SEABREEZE CONDOMINIUMS
54, 56, 58, 60, 64, 66, 70, 78 & 88 CENTER STREET
DENNISPORT, MASSACHUSETTS 02639

This First Amendment ("Amendment") to Declaration of Trust of Seabreeze Condominiums ("Trust") is entered into as of the 12th day of August, 2006, by and between the undersigned Declarant and One Hundred Percent (100%) of the Trustees of the Seabreeze Condominium Trust. This Amendment is authorized pursuant to Section VII of the Trust. The Trust amended hereby is dated February 4, 2005, and recorded with the Barnstable County Registry of Deeds in Book 19504, Page 217.

For good and valuable consideration, the receipt of which is hereby acknowledged, the Declarant and the Trustees agree to amend the Trust in the following manner:

Exhibit "A" to the Trust entitled "Bylaws of the Seabreeze Condominium Trust" is amended as follows:

- The following words are inserted between the words "family" and "gusis" in the second sentence of numbered paragraph 20 entitled "Violation of Law"; "permitted pets," and the following words are inserted between the words "such persons" and "that will unreasonably interfere" in the same sentence: "or permitted pets";
- Paragraph numbered 36 entitled "Pets" is deleted in its entirety and replaced with the following:

"36. Pets.

By written approval by a majority of the Trustees, a unit owner may have no more than one common household pet per unit. The size of the animal allowed will be 30 lbs. or less as an adult. All dogs must be neutered or spayed and registered with the Town of Dennis in accordance with Town ordinances. Owners must obey the pooper scooper rules in Seabreeze Condominium as well as in the areas surrounding Seabreeze. Dogs must be kept on a leash at all times within Seabreeze in deference to residents who are afraid of dogs. It is further provided that no such pet is kept, bred, or maintained for any commercial purpose."

Exhibit "C" to the Trust entitled "Rules and Regulations of Seabreeze Condominium Trust" is amended as follows:

- The paragraph entitled "Pets" is deleted in its entirety and replaced with the following:

"Pets

By written approval by a majority of the Trustees, a unit owner may have no more than one common household pet per unit. The size of the animal allowed will be 30 lbs. or less as an adult. All dogs must be neutered or spayed and registered with the Town of Dennis in accordance with Town ordinances. Owners must obey the pooper scooper rules in Seabreeze Condominium as well as in the areas surrounding Seabreeze. Dogs must be kept on a leash at all times within Seabreeze in deference to residents who are afraid of dogs. It is further provided that no such pet is kept, bred, or maintained for any commercial purpose."

- The following new paragraph is added:

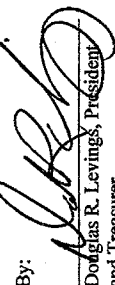
"Floor Covering

Sufficient carpeting or rug padding shall be maintained on all floor surfaces (excluding kitchens, closets and bathrooms) of all units. Wood floors may only be installed upon written approval of a majority of the Trustees.

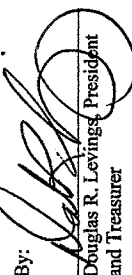
In all other respects the Trust shall be unchanged and remain in full force and effect.

EXECUTED in Chatham, Massachusetts as a sealed instrument as of the date first written above.

Declarant:
HAWKEYE MANAGEMENT, INC.

By: 
Douglas R. Levings, President
and Treasurer

Trustees:
HAWKEYE MANAGEMENT, INC.

By: 
Douglas R. Levings, President
and Treasurer

COMMONWEALTH OF MASSACHUSETTS

57119

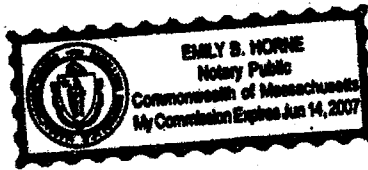
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Barnstable, ss.

In Chatham on this 10 day of August, 2006, 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 and as Trustee of SEABREEZE CONDOMINIUM TRUST.

EB Horne

Notary Public
My Commission Expires on:



183 MAIN STREET WEST TADMOUTH

BARNSTABLE REGISTRY OF DEEDS

(30)

Bk 21909 Pg 76 #19542
04-03-2007 @ 02:31p

SECOND AMENDMENT TO DECLARATION OF TRUST

SEABREEZE CONDOMINIUMS

54,56,58,60,64,66,70,78 & 88 CENTER STREET

DENNISPORT MASSACHUSETTS

This Second Amendment ("Amendment") to Declaration of Trust of Seabreeze Condominium ("Trust") is entered into as of the 3rd Day of April 2007, by and between the undersigned Declarant and One Hundred Percent (100%) of the Trustees of the Seabreeze Condominium Trust. This Amendment is authorized pursuant to Section VII of the Trust. The Trust amended hereby is dated February 4, 2005 and recorded with the Barstable County Registry of Deeds in Book 19504, Page 217 as amended by a First Amendment to Declaration of Trust recorded August 10, 2006 at said Registry in Book 21261 Page 332.

M.R. BOOK 19504 PAGE 217

For good and valuable consideration, the receipt of which is hereby acknowledged, the Declarant and Trustees agree to amend the Trust in the following manner by adding the following Section VIII.

Section VIII

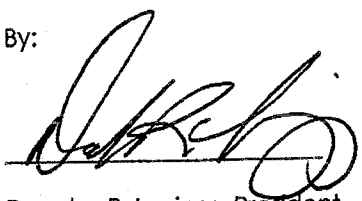
Notwithstanding anything to the contrary in the preceding Sections hereof, in the event that any Unit Owner shall, by notice in writing to the Trustees, dissent from any determination of the Trustees with respect to the value of the Condominium or any other determination or action of the Trustees or Unit Owners, and such dispute shall not have been resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owner may submit the matter to arbitration, and for that purpose, one arbitrator shall be designated by the Trustees, one by the dissenting Unit Owner

and a third by the two arbitrators so designated, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association and shall be binding on the parties thereto.

Executed in Barnstable Massachusetts as a sealed instrument as of the date first written above

Declarant: ,
HAWKEYE MANAGEMENT, INC.

By:



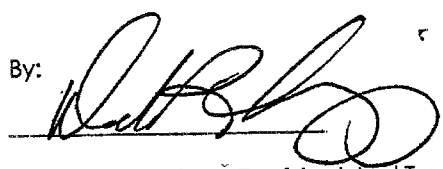
Douglas R. Levings, President

And Treasurer

Trustee:

SEABREEZE CONDOMINIUM TRUST

By:



Douglas R. Levings, President And Treasurer

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss.

In Barnstable on this 3rd day of April, 2007, 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



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President and Treasurer of said corporation, and as Trustee of SEABREEZE
CONDOMINIUM TRUST.

ES/Doone

Notary Public

My Commission Expires on:

