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Barnstable Registry District

MAR 15 1972

RECEIVED FOR REGISTRATION

AT 2 O'CLOCK 2:30 P.M. ✓

NOTED ON CERTIFICATE No. 51534 ✓

IN REGISTRATION BOOK 412 PAGE 14

See Ctg. Cont. C-1

HALCYON MASTER DEED

or

DECLARATION OF CONDOMINIUM

LAND COURT MAR 14 1972

APPROVED FOR REGISTRATION

Note on Ctg. No. 51534 - ctg to issue upon order of court

By Armin P. Rosenberg
Chief Title Examiner

Condominium Master Certificate to issue

LAND COURT, BOSTON. The land
herein described will be shown on
our approved plan to follow as

MAR 14 1972

Plan 32462D Lot 7.4

(Examined as to description only)

R. L. Woodbury, Engineer.

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MASTER DEED
OR
DECLARATION OF CONDOMINIUM

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YAR ASSOCIATES, a Limited Partnership, hereinafter referred to as the Developer, being the owner in fee simple of the land with improvements thereon located in West Yarmouth, Barnstable County, Massachusetts, hereinafter referred to as the Property, being more particularly bounded and described as follows:

- EASTERLY by lot 6 shown on Land Court plan number 32462C, a distance of 326.08 feet, more or less;
- NORTHERLY by Horse Pond (a Great Pond) a distance of 1040 feet, more or less;
- WESTERLY by land of A. D. Makepeace Company (L. G. 30949A), a distance of 1231.96 feet, more or less;
- SOUTHERLY by the line of Buck Island Road, a distance of 1527.37 feet, more or less.

All of said boundaries are determined by the Land Court to be located as shown on Land Court Subdivision Plan Number 32462-D by Charles N. Savery, Inc. Registered Engineers and Surveyors dated December 22, 1971, filed with the Land Court at Boston and said premises are shown thereon as Lot 7 containing 19.4 acres of land, more or less.

For title, see Land Court Certificate of Title Number 51534, filed in the Land Registration Office at Barnstable in Registration Book 412, page 14.

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HEREBY DECLARE on behalf of itself, its grantees, successors and assigns
to its grantees and their respective heirs, successors, assigns, executors and
administrators as well as to any and all persons having acquiring or seeking to
have or acquire any interest of any nature whatsoever in and to any part of the
Property,

THAT IT, as Owner proposes to create a condominium governed by and
subject to the provisions of M. G. L. A. c. 183A, as amended, on the above
described Property and that the Property above described from and after the
date of the filing of this Declaration in the Land Court shall be and continue
to be subject to each and all of the terms hereof and of said M. G. L. A. c. 183A,
as amended, until this Declaration is terminated or abandoned in accordance
with the provisions herein elsewhere contained.

I. DEFINITIONS: As used herein or elsewhere in the Condominium
Documents, unless otherwise provided, or unless the context requires other-
wise, the following terms shall be defined as in this Article Provided:

1. Unit: any one of those parts of the three buildings which are
separately described on "Architect's Plans" as Unit followed by a number.

2. Unit Owner: the person, persons or entity holding title to
a Unit.

3. Assessment: that portion of the cost of maintaining, repairing,
and managing the Property which is to be paid by each Unit Owner, which
respective portions, except as herein specifically otherwise provided, are set
forth in Article XVI, Section 1 hereof.

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4. Association: the Horse Pond Corporation and its successors, a
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corporation duly organized under the laws of the Commonwealth of Massachusetts
with a principal place of business at West Yarmouth, Massachusetts, copies of
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the By-laws of which corporation and of its Rules and Regulations are annexed
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hereto and made parts hereof as Exhibits B and C respectively.

5. Buildings: the entire three structures shown on a plan entitled
"Master Plan in West Yarmouth for 'Halcyon' by Charles N. Savery, Inc., Registered
Engineers and Surveyors", said plan being dated December 1, 1971 and attached
hereto as Exhibit D, located on the Property which have been built substantially
in accordance with the plans therefor, prepared by Larkin, Glassman and Prager,
Architects, attached hereto as Exhibit A.

6. Common Areas: the common areas and facilities are all that part
of the Property which is not within the Units as such Units are shown on the Architect's
Plans or which exists within Units by virtue of an easement herein created. Wherever
the words "common elements" are used herein, they shall have the same meaning as
common areas.

7. Common Expenses: The actual and estimated costs of

(a) maintenance, management, operation, repair and replace-
ment of the Common Elements and those parts of the Units
as to which, pursuant to other provisions hereof, it is the
responsibility of the Association to maintain, repair and
replace;

(b) management and administration of the Association, including,
without limiting the same, to compensation paid by the

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 Association to a managing agent, accountants, attorneys,
 and other employees;
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 (c) any other items held by or in accordance with other
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 provisions of this Declaration or the Condominium
 Documents to be Common Expense.

8. Common Surplus: the excess of all receipts of the Association including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.

9. Condominium Documents: this Declaration and the Exhibits annexed hereto as the same from time to time may be amended. Said exhibits are as follows:

Exhibit A: "Architect's Plans": Building and Unit descriptions including a set of floor plans of the Buildings, showing the layout, location unit numbers and dimensions of the units, entitled "HALCYON" and bearing the verified statement of CHARLES N. SAVERY, Professional Engineer, certifying that the plans fully and accurately depict the layout, location, unit number and dimensions of the units as built.

Exhibit B: By-laws of Horse Pond Corporation

Exhibit C: Rules and Regulations of the Association

Exhibit D: Site Plan

10. Developer: YAR ASSOCIATES, its grantees, successors and assigns.

trustee, or other entity capable of holding title to real property.

13. **Property:** as defined and described in this Declaration.

II. CONDOMINIUM NAME: The name of this condominium is HALCYON.

IV. DESCRIPTION OF BUILDINGS: The buildings which comprise the condominium are as follows:

<u>BUILDING NO.</u>	<u>STORIES</u>	<u>RES. NOS.</u>	<u>ADDRESSES</u>
1	2 plus basement	1A-1H inclusive	Halcyon Drive West Yarmouth, Mass.
2	2 plus basement	2A-2C inclusive	Halcyon Drive West Yarmouth, Mass.
3	2 plus basement	3A - 3I inclusive	Halcyon Drive West Yarmouth, Mass.

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poured concrete foundations,^{C O P Y} wood frame structure,^{C O P Y} wood siding and panelling,
asphalt shingles on roof^{N O T} and brick chimneys.^{N O T}

V. DESCRIPTION OF UNITS: The Condominium Units and the designations, locations, approximate areas, number of rooms, immediately accessible common areas, and other descriptive specifications thereof are as set forth in Exhibit "A" attached hereto, made a part hereof, and as shown on said Plan. In addition to the bedrooms and baths specified in said Exhibit "A", each of said Units contains a foyer or entrance area, a living room with a dining area, a kitchen, closets, a full basement, and an interior stairway. There is adjacent to each of said Units a balcony open on the exterior side, accessible only from such Unit, and there shall be appurtenant to each Unit the exclusive right and easement to use the balcony adjacent thereto and accessible therefrom for residential purposes, subject, however, to the restrictions set forth in Article X hereof and to the provisions of the By-laws of Horse Pond Corporation, and to the rules and regulations promulgated pursuant thereto.

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VI. THE COMMON ELEMENTS AND PROPORTIONATE INTEREST OF EACH UNIT THEREIN.

1A	1/20	N O T	2A	1/20	N O T	3A	1/20
1B	1/20	A N	2B	1/20	A N	3B	1/20
1C	1/20	F F I C I A L	2C	1/20	F F I C I A L	3C	1/20
1D	1/20	C O P Y			C O P Y	3D	1/20
1E	1/20					3E	1/20
1F	1/20					3F	1/20
1G	1/20					3G	1/20
1H	1/20					3H	1/20
						3I	1/20

VII. COMMON ELEMENTS USE: The common elements shall be used in accordance with and subject to the following provisions:

1. Covenant against Partition. In order to effectuate the intent hereof and to preserve the Condominium and the Condominium method of ownership, the Property shall remain undivided and no person, irrespective of the nature of his interest in the Property, shall bring any action or proceeding for partition or division of the Property or any part thereof until the termination of the Declaration in accordance with provisions herein elsewhere contained or until all of the Buildings are no longer tenantable, whichever first occurs. A further exception to this clause in the event of casualty damage is set forth in Article XIV hereof.

2. Rules and Regulations Promulgated by Association. No person shall use the Common Elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be promulgated by the Association. Without in any manner

intending to limit the ^{C O P Y}generality of the foregoing, the Association shall have the right but not the obligation^{N O T} to promulgate rules^{N O T} and regulations limiting the use of the Common Elements^{A N} to members^{A N} of the Association and their guests and servants and to limit the use of the parking facilities in any manner including but not limited to assigning a specific number of spaces that may be used by any Unit Owner and/or charging a fee therefor. The Board of Directors of the Association may by a majority vote assess a fine against any Unit Owner for any and each violation of the rules and regulations, such fine or fines to be collected as an assessment in accordance with the provisions of Article XVI hereof.

3. Maintenance, repair, management and operation of the Common Elements shall be the responsibility of the Association, but nothing herein contained however shall be construed so as to preclude the Association from delegation to persons, firms, or corporations of its choice, such duties as may be imposed upon the Association by the terms of this subarticle VII (3) and as are approved by the Board of Directors of the Association. An exception to this clause is set forth in Article XXIII hereof.

4. Expenses incurred or to be incurred for the maintenance, repair, management and operation of the Common Elements shall be collected from Unit Owners as assessed, in accordance with the provisions contained elsewhere herein.

5. Subject to the provisions hereof and to the rules and regulations from time to time pertaining thereto, all Unit Owners may use the Common Elements in such manner as will not restrict, interfere with or impede the use

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6. Alterations and Improvements. The Association shall have the right to make or cause to be made such alterations and improvements to the Common Elements (which do not prejudice the right of any Unit Owner unless his written consent has been obtained), provided the making of such alterations and improvements are first approved by the Board of Directors of the Association and all first mortgagees of affected individual units.

(a) If 50% or more but less than 75% of the Unit Owners agree to make an improvement to the common areas and facilities, and assess the cost therefor, the cost of such improvement shall be borne solely by the Owners so agreeing.

(b) 75% or more of the Unit Owners may agree to make an improvement to the common areas and facilities and assess the cost thereof to all Unit Owners as a common expense, but if such improvement shall cost in excess of 10% of the then value of the condominium, any Unit Owner not so agreeing may apply to the Barnstable Superior Court on such notice to the organization of Unit Owners as the Court shall direct, for an order directing the purchase of his unit by the organization of Unit Owners at the fair market value thereof as approved by the Court, unless the Association agrees to abandon plans for improvement. The cost of any such purchase shall be a common expense.

7. Shares of Unit Owners. The shares of the Unit Owners in the Common Elements shall be as stated in Article VI and may be altered only by

amendment hereof executed in form for recording by all of the Unit Owners and First Mortgagees of such Owners. No such alteration shall affect the lien of prior recorded mortgages unless written consent of the holder of such mortgage is obtained and recorded. Nothing contained in this Paragraph 7. of Article VII shall, however, be construed as precluding or preventing the Developer from exercising any of its rights as set forth in Paragraph 1. (d) of Article XVIII hereof or of requiring the consent of any holder of any mortgage upon one or more Units to any action which the Developer may take pursuant to said Paragraph 1. (d) of Article XVIII hereof.

8. The share of a Unit Owner in the Common Elements is appurtenant to the Unit owned by him, and inseparable from Unit Ownership.

VIII. MAINTENANCE AND REPAIR OF UNITS:

1. The Association, at its expense, shall be responsible for
 - (a) the maintenance, repair and replacement of:
 - (i) all portions of the Unit which contribute to the support of the Building in which it is located, (excluding, however, interior wall, ceiling and floor surfaces), including, without intending to limit the same to, outside walls of the Building, structural slabs, roof, interior boundary walls of Units and load-bearing columns;
 - (ii) all conduits, ducts, plumbing, septic-tank systems, wiring and other facilities for the furnishing of utility services

which may be contained outside the Unit.

May be done or caused to be done by the Association in

(c) making contracts for septic-tank system maintenance, water, exterior lights, refuse collection, spray trees, exterior electric and gas service, vermin extermination, and other necessary services; also placing orders for such services and equipment, tools, appliances, materials and supplies as are necessary to properly maintain the Common Elements of the Condominium;

2. Each Unit Owner shall be required:

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(b) to perform his responsibilities in such manner so as not

unreasonably to disturb the rights of other persons occupying any Units in any of
the Buildings;

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(c) not to paint or otherwise decorate or change the appearance of

any portion of the Buildings not within the walls of the Unit, unless the written consent of the Association is obtained;

(d) to promptly report to the Association or its agent any defect or need for repairs or maintenance, the responsibility for the remedying of which is with the Association;

(e) not to make any alterations in the portions of the Unit or the Buildings which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the Building without first obtaining the written consent of the Board of Directors of the Association and all First Mortgagees of affected individual Units, nor shall any Unit Owner impair any easement without first obtaining the written consents of the Association and of the Unit Owner or Owners for whose benefit such easement exists.

IX. UNITS SHALL BE CONSTITUTED AS FOLLOWS:

1. Real Property. Each Unit, together with the space within it, but excluding the land thereunder, as shown on the Architect's Plans and together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel

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of real property, independently of all other parts of the Property, subject only
to provisions of this Declaration.

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2. **Boundaries.** Each Unit shall be bounded as to both horizontal and vertical boundaries as shown on the Architect's Plans, subject to such encroachments as are contained in the Buildings whether the same exist now or are created by construction, settlement or movement of the Buildings, or permissible repairs, reconstruction or alterations. Said boundaries are intended to be as follows:

(a) **Horizontal Boundaries:**

(i) the underside of the concrete slab which forms the basement floor of the Unit.

(ii) the exterior of the roof above the Unit.

(b) **Vertical Boundaries:**

(i) between Units: the plane formed by the center line of the insulating material between exterior surfaces between Units;

(ii) exterior boundaries: the plane formed by the exterior side of the wall in which the windows are located.

3. **Appurtenances.** Each Unit shall include and the same shall pass with each Unit as an inseparable appurtenance thereto, whether or not separately described, conveyed or encumbered, all of the rights, title and interest of a Unit Owner in the Property, which shall include but not be limited to:

(a) the exclusive right to use the yard areas immediately in

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front of the building for a distance of ten (10) feet and immediately in the rear area
of the building for a distance of twelve (12) feet and the exclusive right to use the
storage shed located within the aforesaid front yard area, subject to such
restrictions as are contained herein and the provisions of the By-laws of the
Association and the rules and regulations promulgated thereunder.

(b) an undivided share of the Common Elements, such
undivided share to be that portion set forth in Article VI hereof;

(c) a license with or without monthly fees to maintain a
private passenger automobile at and on a parking space in accordance with the
Rules and Regulations of the Association;

(d) Association stockholdership and the resulting interest in the
funds and assets held by the Association for the benefit of the Unit Owner;

(e) in addition to and not in derogation of the ownership of the
space described on the Architect's Plans, an exclusive easement for the use
of the space not owned by the Unit Owner and which is occupied by the Unit, which
easement shall exist until the earlier of such time as this Declaration is terminated
in accordance with the provisions herein elsewhere contained, or the Unit is
no longer tenantable;

(f) the following easements from each Unit Owner to each other
Unit Owner and to the Association;

(i) Ingress and Egress. Easements through the Common
Elements for ingress and egress for all persons making use of such Common
Elements in accordance with the terms of the Condominium Documents.

through the Units and Common Elements for maintenance, repair and replacement
of the Units and Common Elements. Use of these easements, however, for access
to the Units shall be limited to reasonable hours, except that access may be had at
any time in case of emergency.

(iv) **Structural Support.** Every portion of a Unit which contributes to the structural support of a Building shall be burdened with an easement of structural support for the benefit of the Common Elements and the other Units in the Building.

X. PURPOSE AND USE RESTRICTIONS: The purpose of this condominium is to provide for the operation of buildings with the condominium form of ownership. In order to provide for a congenial occupation of the Buildings and to provide for the protection of the values of the Units, the use of the Property shall be restricted

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to and be in accordance with the following provisions:

1. The Units shall be used solely for single family residence purposes
except as herein further provided.

Said units shall be subject to the restriction that, unless otherwise permitted by instrument in writing duly executed by the Board of Directors of the Association pursuant to provisions of the By-laws thereof:

(a) no such Unit shall be used for any purpose other than as a dwelling for one family,

(b) no business activities of any nature shall be conducted in any such unit; except that a lawyer, physician, architect, engineer, accountant, real estate broker, business consultant, or insurance agency, residing in any such Unit may maintain therein an office for his professional use and may display a small professional nameplate, but no employees or persons other than a resident of such Unit shall engage therein in any such activities and no such office shall be advertised, held out or used as a place for service to clients, customers or patients;

(c) no such Unit shall be rented, let, leased or licensed for use or occupancy by others than the owners thereof except to persons who have first been approved in writing by said Board of Directors, provided, however, that such right of approval shall not be exercised so as to restrict use of occupancy of Units because of race, creed, color or national origin,

(d) dogs, cats or other pet animals or birds shall not be kept in any such Unit in such number or of such type as to be noisome or offensive to occupants of other Units; no farm animals nor breeding of pets for commercial

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purposes shall be conducted,

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(e) ^{N O T}the architectural integrity^{N O T} of the buildings, appurtenances and
^{A N}the Units and their ^{A N}private yards shall be ^{A N}preserved without modification, and
^{C O P Y}to that end, without limiting the generality, no fences, hedge, wall or other
enclosure, awning, screen, antenna, sign, banner or other device, and no
exterior change, addition, structure, projection, decoration or other feature
shall be erected or placed upon or attached to any such Unit or in a private yard
or any part thereof, and no addition to or change or replacement of any exterior
light, door knocker or other exterior hardware shall be made, and no painting
attaching of decalcomania or other decoration shall be done on any exterior part
or surface of any Unit nor on the interior surface of any window, and

(f) all use and maintenance of such Units shall be conducted in a
manner consistent with the comfort and convenient of the occupants of other Units
and in accordance with provisions with respect thereto from time to time promulgated
by said Board of Directors.

Said restrictions shall be for the benefit of the owners of all of the Condominium
Units and the Board of Directors of the Association as the persons in charge of the
Common Elements, shall be enforceable solely by said Board of Directors, and shall,
insofar as permitted by law, be perpetual; and to that end may be extended by said
Board of Directors at such time or times and in such manner as permitted or required by
law, in the event said restrictions may not, as a matter of law, be perpetual, for
the continued enforceability thereof. No Unit owner shall be liable for any breach of

the provisions of this paragraph except such as occur during his or her ownership thereof. Notwithstanding the foregoing, however, the Developer may, until all of the units have been sold by it, lease unsold Units and use Units owned by it as models for display for purposes of sale or leasing of Units.

2. The Common Elements shall be used for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of the Units.

3. Nuisances. No nuisances shall be allowed upon the Property nor shall any use or practice be allowed which is a source of annoyance to occupants or which interferes with the peaceful possession and proper use of the Property by its residents and occupants.

4. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of Unit Owners and the Association for complying with the requirements of governmental bodies which require maintenance, modification or repair of the Property shall be the same as hereinabove provided for the maintenance and repair of that portion of the Property subjected to such requirements.

5. Interpretation: In interpreting deeds, mortgages and plans, the existing physical boundaries of the unit or of a unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed, mortgage or plan, regardless of settling or lateral movement of the building and regardless of

2. The By-laws^{C O P Y} of the Association shall be in the form attached as

3. The duties and powers of the Association shall be those set forth

4. Notices or demands, for any purpose, shall be given by the Association to Unit Owners and by Unit Owners to the Association and other Unit Owners in the manner provided for notices to members of the Association by the By-laws of the Association.

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6. All income received by the Association from the rental or
licensing of any part of the Common Elements (as well as such income anticipated)
shall be used for the purpose of reducing prospective Common Expenses prior to
establishing the annual assessment for Common Expenses.

7. The Association, by and through its Board of Directors, is hereby
vested with the power to delegate its powers, duties and authority granted by this
Declaration, by entering into a management contract with such persons or
organizations or corporations, and upon such conditions and terms as the Board of
Directors may elect except as provided in Article XXIII hereof. The management
costs and fees as may be contained in any management contract shall be common
expenses.

XIII. INSURANCE: The Association shall cause to be placed and kept in force
all insurance needed to adequately protect the Association, its members and
mortgagees holding mortgages covering Units, as their respective interests may
appear (or as required by law), including, but not limited to, public liability
insurance and fire and extended coverage insurance, all as is more particularly
hereinafter set forth in this Declaration of Condominium.

The insurance which shall be carried upon the Property shall be governed
by the following provisions:

1. Authority to Purchase. Except Builder's Risk and other required
insurance furnished by Developer during construction, all insurance policies

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upon the Property (except as hereinafter allowed) shall be purchased by the Association for the benefit of the Unit Owners and their respective mortgagees (hereinafter sometimes jointly referred to as "Beneficial Owners") as their interests may appear and shall provide for the issuance of certificates of insurance with mortgage endorsements to the holders of first mortgages on the Units or any of them, and, if insurance companies will agree, shall provide that the insurer waives its rights of subrogation as to any claims against Unit Owners, the Association and their respective employees, agents and invitees. Such policies and endorsements shall be deposited with the Insurance Trustee (as hereinafter defined) who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof.

2. Unit Owners. Each Unit Owner may obtain insurance, at his own expense, affording coverage upon his personal property and for his personal liability and as may be required by law, but all such insurance shall contain the same waiver of subrogation as that referred to in Article XIII (1) hereof (if the same is available).

3. Coverage

(a) Casualty. The Buildings and all other insurance improvements upon the land and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against:

(i) loss or damage by fire and other hazards covered by the standard extended coverage endorsement.

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(ii) such other risks as from time to time customarily shall
be covered with respect to buildings similar in construction, location and use
as the building, including but not limited to, vandalism, malicious mischief,
windstorm and water damage;

(b) Public Liability and Property Damage in such amounts and in
such forms as shall be required by the Association including but not limiting
the same to water damage, legal liability, hired automobile, non-owned
automobile and off-premises employee coverages;

(c) Workmens Compensation policy to meet the requirements of
law;

(d) All liability insurance shall contain cross-liability endorsements
to cover liabilities of the Unit Owners as a group to a Unit Owner and liabilities
of a Unit Owner to any other Unit Owner and to the Unit Owners as a group.

4. Premiums. Premiums upon insurance policies purchased by the
Association shall be paid by the Association and charged as Common Expenses.

5. All insurance policies purchased by the Association shall be for
the benefit of the Association and the Unit Owners and their mortgagees as their
respective interests may appear and shall provide that all proceeds payable as a
result of casualty losses shall be paid to the First National Bank of Yarmouth,
as Trustee or to any other bank with trust powers as may be approved by the
Association. Such Trustee or any other bank acting as such is herein referred
to as the Insurance Trustee. The Insurance Trustee shall not be liable for
payment of premiums nor for the renewal of the policies, nor for the sufficiency

of coverage, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the Unit Owners and their respective mortgagees, in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

(a) Common Elements: Proceeds on account of damage to Common Elements--that undivided share for each Unit Owner and his mortgagee, if any, which is set forth in Article VI hereof.

(b) Units. Proceeds on account of Units shall be held in the following undivided shares:

(i) Partial destruction when a Building is to be restored--for the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each damaged Unit. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate portions as aforesaid, and each Unit Owner shall be bound by and the Insurance Trustee may rely upon such certification.

(ii) Total destruction of a Building or where the Building is not to be restored--equal shares for all Unit Owners in said Building.

(c) Mortgages. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear.

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6. Distribution of Proceeds. The net proceeds of Insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial Owners, after first paying or making provision for the payment of the expense of the Insurance Trustee, in the following manner:

(a) Reconstruction or Repair. If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial Owners, all remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by him.

(b) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial Owners of the Units in the damaged Building in proportion to the cost of repairing the damage suffered by each damaged Unit. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate portions as aforesaid, and each Unit Owner shall be bound by and the Insurance Trustee may rely upon such certification. Remittances to said Unit Owners and their mortgagees shall be payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by him.

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(c) Certificate. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the Unit Owners and their respective shares of the distribution. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.

XIV. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE:

A. If any part of the Common Elements shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

1. Rebuilding of the common areas and facilities made necessary by fire or other casualty loss shall be carried out in the manner set forth in the condominium documents dealing with the necessary work of maintenance, repair and replacement, using common funds, including the proceeds of any insurance, for that purpose, provided such casualty loss does not exceed ten per cent of the value of the condominium prior to the casualty.

2. If said casualty loss exceeds ten per cent of the value of the condominium prior to the casualty, and

(a) if seventy-five per cent of the Unit Owners do not agree within 120 days after the date of the casualty to proceed with repair or restoration, the condominium, including all Units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of a partition sale together with any common funds shall be divided

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in proportion to the Unit Owners' respective undivided ownership in the common areas and facilities. Upon such sale, the condominium shall be deemed removed from the provisions of M. G. L. c. 183A.

(b) if seventy-five per cent of the Unit Owners agree to proceed

with the necessary repair or restoration, the cost of the rebuilding of the common areas and facilities, in excess of any available common funds, including the proceeds of any insurance, shall be a common expense; provided, however, that if such excess cost exceeds ten per cent of the value of the condominium prior to the casualty any unit owner who did not so agree may apply to the Barnstable Superior Court, on such notice to the Association as the court shall direct, for an order directing the purchase of his unit by the Association at the fair market value thereof as approved by the court. The cost of any such purchase shall be a common expense.

3. Any such reconstruction or repair shall be substantially in accordance with the original construction plans and specifications.

4. Encroachments upon or in favor of Units which may be created as a result of any reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction was either in accordance with the original construction plans and specifications.

5. Certificate. The Insurance Trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be

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reconstructed or repaired. The Association, upon request of the Insurance Trustee,
shall deliver such certificate as soon as practical. NOT
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B. Responsibility. If the damage is only to those parts of one Unit
for which the responsibility of maintenance and repair is that of the Unit
Owner, then the Unit Owner shall be responsible for reconstruction and repair
after casualty. In all other instances, the responsibility of reconstruction and
repair after casualty shall be that of the Association.

1. Estimate of Costs. Immediately after a casualty causing
damage to property for which the Association has the responsibility of
maintenance and repair, the Association shall obtain reliable and detailed
estimates of the cost to place the damaged property in condition as good as that
before the casualty. Such costs may include professional fees and premiums for
such Bonds as the Board of Directors desires.

2. Assessments. If the proceeds of insurance are not sufficient
to defray the estimated costs of reconstruction and repair by the Association
(including the aforesaid fees and premiums, if any) assessments shall be made
against the Unit Owners who own the damaged property in sufficient amounts to
provide funds to pay the estimated costs. If at any time during reconstruction
and repair, or upon completion of reconstruction and repair, the funds for the
payment of the costs thereof are insufficient, assessments shall be made
against the Unit Owners who own the damaged property in sufficient amounts
to provide funds for the payment of such costs. The foregoing assessments
shall be made in proportion to the cost of repairing the damage suffered by each

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Unit Owner as determined by the Association, and each Unit Owner shall be bound by such determination.

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3. Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the amount of the estimated costs of reconstruction and repair exceeds the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collection of assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(i) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Unit Owner; to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or

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repair, in such amounts and at such times as the Unit Owner may direct, or if there is a mortgagee ^{N O T} endorsement, then to such ^{N O T} payees as the Unit Owner and the first mortgagee ^{A N} jointly direct. ^{A N} Nothing ^{O F F I C I A L} contained herein, however, shall ^{C O P Y} be construed so as to limit or modify the responsibility of the Unit Owner to make such reconstruction or repair.

(ii) Association: Lesser damage. If the amount of the estimated costs of reconstruction and repair is less than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(iii) Association: Major damage. If the amount of the estimated costs of reconstruction and repair is more than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Massachusetts and employed by the Association to supervise the work.

(iv) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be

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from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the Unit Owners and their mortgagees who are the beneficial owners of the fund.

(v) When the damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the costs of repairing the Common Elements and the balance to the Units in the shares above stated.

4. Insurance Adjustments. Each Unit Owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association except in any case where the damage is restricted to one Unit, subject to the rights of mortgagees of such Unit Owners.

XV. TAXES AND SPECIAL ASSESSMENTS:

1. The assessment of each of the Units for taxes and special assessments by governmental bodies may be done in the following manner:

(a) Determination of Value. The total value for the tax or assessment roll for the Property shall be determined without regard to the Units against which taxes and assessments are ultimately to be levied.

(b) Allocation of Assessments to Units. The assessment for each Unit shall be the Unit's respective Share of the Assessment of the Property.

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(c) COPY Certificate. Any Tax Assessor may rely upon a Certificate

of the Association as to the Share of each Unit and upon request or whenever
appropriate, the Association shall issue such Certificate.

2. During the period of time the taxes and special assessments upon
the Property or any portion thereof are not assessed to Units as aforesaid, the
taxes and assessments not separately assessed to Units shall be included in
the budget of the Association and shall be paid by the Association. The
Association shall assess each Unit Owner at such times as it deems appropriate
in accordance with the manner hereinabove set forth for allocation of taxes
and assessments by the Tax Assessors.

3. Return for Taxation. No Unit Owner shall make a return for
taxation which is inconsistent in any manner with the provisions hereof, and
if any such return is made, it shall be void.

XVI. ASSESSMENTS: Assessments against the Unit Owners shall be
made or approved by the Board of Directors of the Association and paid by
the Unit Owners to the Association in accordance with the following provisions:

1. Share of Expense. Common Expenses. Each Unit Owner shall
be liable for his share of the Common Expenses, and any Common Surplus
shall be owned by each Unit Owner in a like share.

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UNIT NUMBER	NOT AN OFFICIAL COPY	PERCENT
1A		5.00%
1B		5.00%
1C		5.00%
1D		5.00%
1E		5.00%
1F		5.00%
1G		5.00%
1H		5.00%
2A		5.00%
2B		5.00%
2C		5.00%
3A		5.00%
3B		5.00%
3C		5.00%
3D		5.00%
3E		5.00%
3F		5.00%
3G		5.00%
3H		5.00%
3I		5.00%

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2. **Assessments other than Common Expenses.** Any assessments,

the authority to levy which is granted to the Association or its Board of Directors by the Condominium Documents, shall be paid by the Unit Owners to the Association in the proportions set forth in the provision of the Condominium Documents authorizing the Assessment.

3. Assessments for Common Expenses. Assessments for Common Expenses shall be made for the calendar year annually in advance on or before the second Monday in December of the year preceding for which the assessments are made and at such other and additional times as in the judgment of the Board of Directors additional Common Expenses assessments are required for the proper management, maintenance and operation of the Common Elements. Such annual assessments shall be due and payable in three (3) equal consecutive monthly payments, on the first day of each month, beginning with January of the year for which the assessments are made. The total of the assessments shall be in the amount of the estimated Common Expenses for the year including a reasonable allowance for contingencies and reserves less the amounts of unneeded Common Expense Account balances and less the estimated payments to the Association for defraying the costs of the use of Common Elements. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

4. Other Assessments shall be made in accordance with the provisions

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of the Condominium Documents and if the time of payment is not set forth in

the Condominium Documents, the same shall be determined by the Board of

Directors of the Association. A L
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5. Assessments for Emergencies. Assessments for Common

Expenses of emergencies which cannot be paid from the Common Expense Account shall be made only by the Board of Directors of the Association.

6. Assessments for Liens. All liens of any nature including taxes and special assessments levied by governmental authority which are a lien upon more than one Unit or upon any portion of the Common Elements, shall be paid by the Association as a Common Expense and shall be assessed against the Units in accordance with the Shares of the Units concerned or charged to the Common Expense Account, whichever in the judgment of the Board of Directors is appropriate. The foregoing notwithstanding, the Board of Directors shall in no event be required to cause the Association to make payments to discharge attachments against Unit Owners and if such payments are made, they shall be assessed solely against the Unit Owners affected by the attachments.

7. Assessment Roll. The assessments against all Unit Owners shall be set forth upon a roll of the Units which shall be available in the Office of the Association for inspection at all reasonable times by the Unit Owners or their duly authorized representatives. Such roll shall indicate for each Unit the name and address of the Owner or Owners, the assessments for all purposes and the amounts of all assessments paid and unpaid. A certificate made by the Association as to the status of a Unit Owner's assessment account shall limit

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the liability of any person for whom made other than the Unit Owner when recorded
in the Barnstable County Registry of Deeds. The Association shall issue such
certificates in recordable form to such persons as a Unit Owner shall request
in writing.

8. Liability for Assessments. The Owner of a Unit and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Such liability may not be avoided by a waiver of the use or enjoyment of any Common Element or by abandonment of the Unit for which the assessments are made. A Purchaser of a Unit at a judicial or foreclosure sale or a first mortgagee who accepts a deed in lieu of foreclosure shall be liable only for assessments coming due after such sale and for that portion of due assessments pro-rated to the period after the date of such sale. Such a purchaser as aforesaid shall be entitled to the benefit of all prepaid assessments paid beyond the date such purchaser acquired title.

9. Lien for Assessments. The unpaid portion of an assessment which is due shall be secured by a lien upon the Unit and all appurtenances thereto and shall be enforced in the manner provided in Section Five of Chapter Two Hundred and Fifty-four of the General Laws of Massachusetts. Such lien shall have priority over all other liens, except municipal liens and first mortgages of record held by a bank or insurance company, as to such portion of said common expenses as became due within six months prior to the commencement of an

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action to enforce such lien pursuant to said Section Five. Such a claim of lien shall also secure all assessments which come due thereafter until the claim of lien is satisfied.

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10. Application.

(a) Interest. Application of Payments. Assessments and installments thereof paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before twenty (20) days after the date when due shall bear interest at the then prevailing prime rate of interest being charged by the First National Bank of Boston, plus four (4%) per cent from the date when due until paid; provided, however, that in no event shall the interest charged exceed the amount of any limitation under Massachusetts Law. All payments upon account shall be applied first to interest and then to the assessment payment first due. All interest collected shall be credited to the Common Expense Account.

(b) Suit. The Association at its option may enforce collection of delinquent assessments by suit at law or by foreclosure of the liens securing the assessments or by any other competent proceeding and, in any event, the Association shall be entitled to recover in the same action, suit or proceeding the payments which are delinquent at the time of judgment or decree together with interest thereon at the rate of ten per cent (10%) per annum, and all costs incident to the collection and the action, suit or proceedings, including, without limiting the same, to reasonable attorneys' fees, provided, however,

that in no event shall the interest charged exceed the amount of any limitation
under Massachusetts Law.

XVII. ^{C O P Y} ~~CONFIDENCE~~ ^{C O P Y} ~~AND DEFAULT:~~ ^{C O P Y} Each Unit Owner shall be governed by and shall comply with the terms of the Condominium Documents and Regulations adopted pursuant thereto and said Documents and Regulations as they may be amended from time to time. A default shall entitle the Association or other Unit Owners to the following relief;

1. Legal Proceeding. Failure to comply with any of the terms of the Condominium Documents and Regulations adopted pursuant thereto, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, an injunction, foreclosure of lien, or any combination thereof. Such relief may be sought by the Association or, if appropriate, by an aggrieved Unit Owner.

2. All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of his employees, invitees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

3. **Costs and Attorneys' Fees.** In any proceeding arising because

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 of an alleged default ^{O F F I C I A L} by a Unit Owner, the prevailing party shall be entitled to
 recover the costs of the proceeding and such reasonable attorneys' fees
 as may be determined by ^{N O T} the Court.
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4. No Waiver of Rights. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

5. All rights, remedies and privileges granted to the Association or a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Condominium Documents or at law or in equity.

XVIII. AMENDMENT: Except for alterations in the Shares which cannot be done except with the consent of all Unit Owners whose Shares are being affected, and their mortgagees, the Condominium Documents may be amended in the following manner:

1. Master Deed Declaration of Condominium. Amendments to the Master Deed Declaration of Condominium shall be proposed and adopted as follows:

(a) Notice. Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the Notice of any

(b) ^{N O I}Resolution. A Resolution adopting a proposed amendment may be initiated by either the ^{A N}Board of Directors of the Association or by the ^{O F F I C I A L}Unit Owners meeting ^{C O P Y}as members of the Association ^{C O P Y}and after being proposed and approved by either of such bodies, must be approved by the other. Directors and Unit Owners not present at the meeting considering such amendment may express their approval or disapproval in writing or by proxy. Such approvals must be by not less than seventy-five (75%) per cent of the Directors and seventy-five (75%) per cent of the Unit Owners and their mortgagees.

(c) Recording. A copy of each amendment shall be certified by at least two (2) officers of the Association as having been duly adopted and shall be effective when duly filed in the Land Registration Office at the Barnstable Registry of Deeds. Copies of the same shall be sent to each Unit Owner and his mortgagee in the manner elsewhere provided for the giving of notices but the same shall not constitute a condition precedent to the effectiveness of such amendment.

(d) Notwithstanding anything herein contained to the contrary, during the period commencing on the date hereof and ending on December 31, 1974, unless there shall have been erected prior thereto 135 Units on the property, the Developer shall have the right at any time to adopt amendments to the within Master Deed or Declaration of Condominium to reflect the fact that additional

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 Units have been built upon the property by the Developer, in which event
 such amendments shall reduce the Unit Owners' interest in the Common
 Elements to that portion thereof which is equal to a fraction, the
 numerator of which is the number of units which have been built at the
 time of such Amendment, subject to the provision that in no event shall
 the denominator exceed 151.

(e) It is acknowledged that the plans which are exhibits
 hereto, with respect to the development of the Property, represent the development
 presently contemplated and that alterations may be made thereto so long as such
 alterations do not substantially change the character of the contemplated develop-
 ment, except as herein otherwise specifically provided as in the case of additional
 Units to be erected.

Further, in recognition of the fact that it is contemplated that
 additional Units and Common Elements are to be built, the Developer shall have
 the right, solely for its own account, to enter upon the Property from time to time

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to effectuate such contemplation, and to carry out any activity ancillary thereto
or in connection therewith, reserving to itself the proceeds which may be
derived therefrom.

2. Association: Articles of Incorporation and By-laws. The Articles
of Incorporation and the By-laws of the Association shall be amended in the manner
provided by such documents.

XIX. TERMINATION: The Condominium shall be terminated, if at all, in
the following manner:

1. Seventy-five (75) per cent of the Unit Owners may remove all of
the condominium or a portion thereof from the provisions of M.G.L. A. Chapter
183A by an instrument to that effect, duly filed in the Land Registration Office
at the Barnstable Registry of Deeds, that the holders of all liens upon any of the
Units affected consent thereto by instruments duly recorded. The termination
shall become effective when such agreement has been duly filed in the said Land
Registration Office.

2. Destruction. If it is determined in the manner elsewhere provided
that the property shall not be reconstructed after casualty, this condominium,
including all units, shall be subject to partition at the suit of any Unit Owner. Such
suit shall be subject to dismissal at any time prior to entry of an order to sell if
an appropriate agreement to rebuild is filed. The net proceeds of a partition sale
together with any common funds shall be divided in proportion to the Unit Owners'
respective undivided ownership in the common areas and facilities. Upon such

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sale, the condominium shall be deemed removed from the provisions of M.G.L.A.,
Chapter 183A and terminated.

3. Shares of Unit Owners after Termination. After termination as provided in

Section 1 of this Article, the condominium, including all the Units, or the portion thereof
thus removed, shall be owned in common by the Unit Owners subject to the provisions of
Article XVIII hereunder and the organization of Unit Owners shall be dissolved, unless it is
otherwise provided in the removal instrument. The undivided interest in the
property owned in common held by each Unit shall be equal to the percentage
of the undivided interest of such owner in the common areas and facilities. All
funds held by the Association and insurance proceeds, if any, shall be and
continue to be held jointly for the Unit Owners and their first mortgagees in
proportion to the amount of the assessments paid by each Unit Owner. The
costs incurred by the Association in connection with a termination shall be a
Common Expense.

4. The removal of the condominium from the provisions of M.G.L.A.
Chapter 183A shall not bar the subsequent resubmission of the land and buildings
involved to the provisions of said Chapter.

XX. COVENANTS RUNNING WITH THE LAND: All provisions of the Condominium
Documents shall be covenants running with the land and with every part thereof and
interest therein, including but not limited to every Unit and the appurtenances
thereto; and every Unit Owner and claimant of the Property or any part thereof
or interest therein, and his heirs, executors, administrators, successors and

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assigns shall be bound by all of the provisions of the Condominium Documents.

XXI. LIENS:

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1. Protection of Property. Each Unit Owner shall use his best efforts to discharge, satisfy or otherwise remove all liens against a Unit other than for duly recorded mortgages, taxes or special assessments within thirty (30) days from the date the lien attaches. All taxes and special assessments upon a Unit shall be paid before becoming delinquent.

2. Notice of Lien. A Unit Owner shall give notice to the Association of every lien upon his Unit other than for duly recorded mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

3. Notice of Suit. Unit Owners shall give notice to the Association of every suit or other proceeding which will or may affect the title to his Unit or any other part of the Property; such notice to be given within five (5) days after the Unit Owner receives notice thereof.

4. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

5. The Association shall maintain a register of all duly recorded mortgages.

XXII. JUDICIAL SALES AND OTHER TRANSFERS OF TITLE:

1. No judicial sale of a Unit nor any interest therein shall be valid unless the sale is a result of a public sale with open bidding or, in the event of a private sale, unless the sale is to a purchaser approved by the Board of Directors

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of the Association, which approval shall be in recordable form and shall be delivered to the purchaser and duly filed in the Land Registration Office at the Barnstable Registry of Deeds.

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2. Unauthorized Transactions. Any sale or lease which is not authorized pursuant to the terms of this Declaration or for which authorization has not been obtained pursuant to the terms of this Declaration, shall be void unless subsequently approved or ratified by the Board of Directors of the Association.

3. In the event proceedings are instituted to foreclose any mortgage on any Unit and should the mortgagor thereof fail to redeem from the mortgagee, the Association shall have the right to bid for such Unit at the foreclosure sale and if so purchased, the Association shall take and have absolute fee simple title to the Property, free from any claim or right of any grantee, his heirs or assigns or such mortgagor, and every person claiming by, through or under such mortgagor. Nothing herein contained shall preclude a mortgage institution, banker, savings and loan association, insurance company or any other recognized lending institution from owning a mortgage on any Unit, and such lending institution shall have an unrestricted, absolute right to accept title to the Unit in settlement and satisfaction of said mortgage or to foreclose the mortgage in accordance with the terms thereof and the laws of the Commonwealth of Massachusetts and to bid upon said Unit at the foreclosure sale.

XXIII. PROVISIONS PERTAINING TO DEVELOPER: For so long as the

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Developer continues to own any of the Units and as provided herein the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve Developer from any obligations of a Unit Owner to pay assessments as to each Unit owned by it, in accordance with the Condominium Documents.

1. For so long as Developer owns more than fifty (50%) per cent of the Units as of the date of the annual meeting of the Association, a majority of the Board of Directors of the Association shall be selected by the Developer to serve until the next annual meeting, and such members as may be selected by Developer need not be owners of Units in the Building.

2. The Developer specifically disclaims any intent to have made any warranty or representation in connection with the Property or the Condominium Documents except as specifically set forth therein and no person shall rely upon any warranty or representation not so specifically made therein. The estimates of Common Expenses are deemed accurate, but no warranty or guaranty is made nor intended, nor may one be relied upon.

3. In order to maintain high standards and to assure the proper development of the Condominium, the grantors herein, known as Developer, hereby reserve for a period of two years from the date of recording of this Declaration, the power to contract with persons, firm or corporation of its choice for the

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management of the Condominium, and to delegate to such managing agent, which may be Developer or either of them, all powers of the Association in regards to maintenance, repair, management and operation of the Association. The management costs and fees as may be contained in such management contract shall be Common Expenses.

XXIV. INVALID OR UNENFORCEABLE PROVISIONS: If any term, covenant, provision, phase or other element of the Condominium Documents is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other term, provision, covenant or element of the Condominium Documents.

XXV. UNIT DEEDS: Any transfer of a Unit shall include all appurtenances thereto whether or not specifically described, including the interest of the Unit Owner in the shares of the Association.

XXVI. CAPTIONS: Captions used in the Condominium Documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the Condominium Documents.

XXVII. GENDER, SINGULAR, PLURAL: Whenever the context so permits, the use of the plural shall include the singular, the plural and any gender shall be deemed to include all genders.

XXVIII. SEVERABILITY: If any provision of this Declaration, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances be judicially held in conflict with the laws of the Commonwealth of Massachusetts, then the said laws shall be deemed

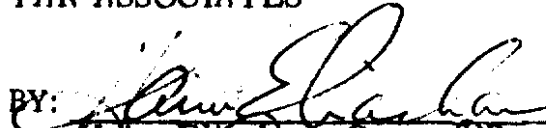
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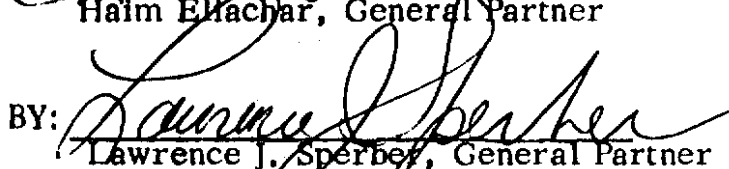
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controlling and the validity of the remainder of this Declaration and the application
of any such provision, section, sentence, clause, phrase or word in other
circumstances shall not be affected thereby.

IN WITNESS WHEREOF, YAR ASSOCIATES, the Developer, has
caused this Declaration to be executed as a sealed instrument and has caused
these presents to be signed, acknowledged and delivered in its name and on
its behalf by Haim Eliachar and Lawrence J. Sperber, the General Partners,
this 15th day of February, 1972.

YAR ASSOCIATES

BY: 
Haim Eliachar, General Partner

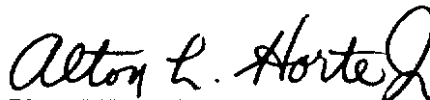
BY: 
Lawrence J. Sperber, General Partner

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK :SS

February 15, 1972

Then personally appeared Lawrence J. Sperber, General Partner, as
aforesaid, and acknowledged the foregoing to be his free act and deed and
the free act and deed of YAR ASSOCIATES.


Notary public
My commission expires:
December 30, 1976

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February 15, 1972

Then personally appeared Haim Eliachar, General Partner, as aforesaid,
and acknowledged the foregoing to be his free act and deed and the free
act and deed of YAR ASSOCIATES.

Walter D. Weinstein
Notary public

My commission expires: 12/1/72

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ARCHITECT'S PLANS

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Far Associates Condominium

Exhibit "A" (Sheet 1)

NOT			NOT			
Unit Description and Features			Unit Description and Features			
No.	No. of Stories	No. of Units	O F F I C I A L	No. of Rooms(1)	Approx. (2) Sq. Ft. Area	Code of Type and Features(3)
1	2	6	1-A 2 + base.	4	1908	CR 4
			1-B N 20+ Base.	4	1907	N.O.T. A
			1-C 2 + base.	4	1908	A.N. AR
			1-D 2 + base.	4	1908	O.F.F.I.C.I.A.L. AR
			1-E 2 + base.	4	1908	O.P.Y. BR
			1-F 2 + base.	4	1923	B
			1-G 2 + base.	4	1908	C
			1-H 2 + base.	4	1908	CR
2	2	3	2-A 2 + base.	4	1908	AR
			2-B 2 + base.	4	1908	AR
			2-C 2 + base.	4	1908	CRL
3	2	9	3-A 2 + base.	4	1908	CR
			3-B 2 + base.	4	1908	AR
			3-C 2 + base.	4	1908	A
			3-D 2 + base.	4	1923	BR
			3-E 2 + base.	4	1908	B
			3-F 2 + base.	4	1908	AR
			3-G 2 + base.	4	1908	A
			3-H 2 + base.	4	1908	A
			3-I 2 + base.	4	1908	C

(1) Number of rooms does not include baths, lavatories, closets, balconies or basement.

(2) The A, AR, C, CR, and CRL designated units contain 1908 square feet, including basement, but excluding balcony. The B, BR, D and DR designated units contain 1923 square feet, including basement, but excluding balcony.

(3) All units contain living room with dining area, kitchen, two bedrooms, one bath, two lavatories, balcony and basement, entrance area, clouds and an interior stairway. The units designated A, AR, B, and BR have direct accessibility to a front yard and a rear yard. The units designated C, CR, CRL, D and DR have direct accessibility to a front yard and a rear yard and are adjacent to a side yard.

- A This is an intermediate unit with the entrance on the left side of the unit
- AR This is an intermediate unit with the entrance on the right side of the unit
- B This is an intermediate unit with the entrance on the left side of the unit
- BR This is an intermediate unit with the entrance on the right side of the unit
- C This is an end unit on the right end of the building with the entrance on the left side of the unit
- CR This is an end unit on the left end of the building with the entrance on the right side of the unit
- CRL This is an end unit on the right end of the building with the entrance on the right side of the unit
- D This is an end unit on the right end of the building with the entrance on the left side of the unit.
- DR This is an end unit on the left end of the building with the entrance on the right side of the unit.

I have verified and certify that the above fully and accurately depicts the building descriptions, unit numbers, unit descriptions, unit type and unit features.

Robert J. Ellman
RJS # 19567

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EXHIBIT "B"

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the Articles of Incorporation, the By-laws of the Association and the Regulations for the use of the property in the condominium.

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- (h) To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except as are specifically required by the condominium documents to have approval of the Board of Directors or members of the Association. An exception to this clause is set forth in Article XXIII of the Master Deed or Declaration of Condominium.

3. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the condominium documents. Any recordable instrument purporting to affect an interest in real estate, executed in the name of the Association by two of its officers, of whom one is the President or a Vice-President and the other is the Treasurer or an Assistant Treasurer, shall be binding on the Association in favor of a purchaser or other person relying in good faith on such instrument.

4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Master Deed or Declaration of Condominium which governs the use of the Property.

ARTICLE IV. PRINCIPAL OFFICE AND FISCAL YEAR.

1. The principal office of the Association shall be at Halcyon, West Yarmouth, Massachusetts.
2. The fiscal year of the Association shall be December 31st.
3. The seal of the Association shall bear the name of the Association and the year of incorporation.

ARTICLE V. STOCKHOLDERS.

1. All owners of units in the condominium shall be stockholders of the Association, and no other persons or entities shall be entitled to hold stock. For convenience the stockholders shall herein be referred to as members of the Association.
2. Membership in the Association shall be established by duly filing in the Land Registration Office at the Barnstable Registry of Deeds of a deed or other instrument establishing a change of record title to a unit in the condominium and the delivery to the Association of a certified copy of such instrument, the new owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.
3. Each unit owner shall have the same percentage interest in the shares of stock of this Association as his proportionate interest in the common areas and facilities as provided in the Master Deed or Declaration of Condominium and such interest shall be deemed conveyed or encum-

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bered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Such interest cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the units in the condominium.

4. The annual meeting of the members shall be held at the office of the Association at ten o'clock A. M. on the third Monday in January of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day.

5. Special members' meetings shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from one-third of the members.

6. Notice of all members' meetings stating the time and place and the objects for which the meeting is called shall be given by the President or Vice-President or Clerk, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of a meeting may be waived before or after meetings.

7. A quorum at members' meetings shall consist of members entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof as a written consent thereto shall constitute the presence of such member for the purpose of determining a quorum.

8. The vote of the owners of a unit owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the unit and filed with the Clerk of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

9. Proxies. Vote may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Clerk before the appointed time of the meeting.

10. Approval or disapproval of a unit owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

11. Adjourned meetings. If any meeting of the membership cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

12. The order of business at annual meetings of members and, as far as practical at all

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other meetings of members shall be:-
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- (a) Election of chairman of the meeting.
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Election of inspectors of election.
- (h) Election of Directors.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

ARTICLE VI. DIRECTORS.

1. The affairs of the Association will be managed by a board of not less than three nor more than nine Directors as shall be determined by the members, and in the absence of such determination shall consist of three Directors. Each member of the Board of Directors shall be either the owner of a unit, have an interest therein or in the event of corporate ownership, any officer or designated agent thereof.

2. Members of the Board of Directors shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.

3. Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the remaining Directors.

4. Anything herein contained to the contrary notwithstanding, for so long as Developer owns not less than 50% of the units as of the date of the annual meeting of the members of the Association, it shall elect a majority of the Directors who need not be members of the association nor need they be owners of a unit or have any interest therein.

5. The term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

6. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary providing a quorum shall be present.

7. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular

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meetings shall be given to each Director, personally or by mail, telephone or telegraph at least three days prior to the day named for such meeting unless such notice is waived.

8. Special meetings of the Directors may be called by the President and must be called by the Clerk at the written request of one-third of the votes of the board. Not less than three days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

9. Waiver of notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

10. A quorum at Directors' meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except as specifically otherwise provided in the Master Deed or Declaration of Condominium. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof as a written consent thereto shall constitute the presence of such Director for the purpose of determining a quorum.

11. The presiding officer of Directors' meetings shall be the chairman of the Board if such an officer has been elected; and if none, then the President shall preside. In the absence of the presiding officer the Directors present shall designate one of their number to preside.

12. Directors' fees, if any, shall be determined by the members of the Association.

13. Powers and duties of the Board of Directors. All of the powers and duties of the Association shall be exercised by the Board of Directors including those existing under the common law and statutes, the Articles of Incorporation and the condominium documents. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Master Deed or Declaration of Condominium and the other condominium documents, and shall include but shall not be limited to the powers set forth in Article III, Section 2 hereof and the following:-

(a) Emergency works of repair, replacement or maintenance of the common elements are solely the responsibility of the Board of Directors except as provided in Article XXIII of the Master Deed Declaration of Condominium and may not be undertaken by a unit owner nor will there be any liability of the Board of Directors to reimburse any unit owner who does so in violation of this provision.

(b) To pay taxes and assessments which are liens against any part of the condominium other than individual units and the appurtenances thereto, and to assess the same against the

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unit subject to such liens.
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(c) To carry insurance for the protection of unit owners and the Association against casualty and liabilities.

(d) To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not billed to owners of individual units.

(e) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association except as provided in Article XXIII of the Master Deed Declaration of Condominium.

ARTICLE VII. OFFICERS.

1. The executive officers of the corporation shall be a President, a Treasurer and a Clerk. The President shall be a Director. No other officer need be a Director. All officers shall be elected annually by the Board of Directors and may be preemptorily removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Treasurer. The Clerk shall be a resident of the Commonwealth of Massachusetts. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. Both he or the Treasurer may endorse for deposit or collection all checks, notes, etc., payable to the Association or its order and may accept drafts on behalf of the Association. Both he or the Treasurer shall have the power to borrow and pay out such money as may be necessary in the transaction of the Association's business and both he or the Treasurer shall also have the power to sign all checks, drafts, bills of exchange, promissory notes and other documents required in such transactions.

3. The Clerk shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of clerk of an association and as may be required by the Directors or the President. In the absence of the Clerk, a Clerk pro tempore shall be chosen to record the proceedings of any meeting.

4. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of

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members and unit owners; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the Office of Treasurer. Both he or the President may endorse for deposit or collection of all checks, notes, etc., payable to the corporation or its order and may accept drafts on behalf of the corporation. Both he or the President shall have the power to borrow and pay out such money as may be necessary in the transaction of the corporation's business and both he or the President shall also have the power to sign all checks, drafts, bills of exchange, promissory notes and other documents required in such transactions.

5. The compensation of officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association nor preclude the contracting with a Director for the management of the condominium.

ARTICLE VIII. FISCAL MANAGEMENT.

1. Assessment roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each unit. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

2. A statement from the Association signed by either the President or the Treasurer setting forth the amount of unpaid common expenses which have been assessed against a unit owner shall operate to discharge the unit from any lien for any other sums then unpaid when duly filed in the Land Registration Office of the Barnstable County Registry of Deeds, but shall not relieve the assessed owner from personal liability for payment.

3. The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following items:-

(a) Common expense budget:-

- (i) Maintenance and operation of common elements.
- (ii) Utility services.
- (iii) Casualty insurance.
- (iv) Liability insurance.
- (v) Administration.

(b) Proposed assessments against each member.

4. Copies of the proposed budget and proposed assessments shall be transmitted to each member on or before January 1 of the year for which the budget is made. If the budget is sub-

5. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by the President or the Treasurer.

7. Fidelity bonds shall be required by the Board of Directors from all officers and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against owners for common expenses. The premiums on such bonds shall be paid by the Association.

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imputed upon him in connection with any proceeding to which he may be a party, or in which he becomes involved, by reason of his being or having been a Director or Officer of the Association or any settlement thereof, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of any misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which a Director or Officer may be entitled.

Amendments to the By-Laws shall be proposed and adopted in the following manner:-

2. A resolution adopting a proposed amendment must receive approval of two-thirds of the votes of the entire membership of the Board of Directors and 75% of the votes of the entire membership of the Association. Directors and members not present at the meetings consider-

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sidering the amendment may express their consent in writing.
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3. Initiation. An amendment may be proposed by either the Board of Directors or by the members of the Association, and after being proposed and approved by one of such bodies it must be approved by the other.
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4. Effective Date. An amendment when adopted shall become effective only after being duly filed in the Land Registration Office at the Barnstable Registry of Deeds.

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RULES AND REGULATIONS

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Each Unit Owner, Invitee, Employee, relative, guest, lessee, or otherwise, hereinafter referred to as Occupant of the Condominium Property, shall, in addition to the obligations and duties as set forth in the Master Deed or Declaration of Condominium, the By-laws or any amendments thereto, be governed by the following regulations:-

1. No part of the Common Elements, as that term is defined in the Master Deed or Declaration of Condominium, may be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.
2. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Occupant on any part of the outside or inside of the demised premises or building without the prior written consent of the Association.
3. No awnings or other projections shall be attached to the outside walls of the building, and no blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the demised premises, without the prior written consent of the Association.
4. Units shall be used for the intended and approved purposes only.
5. The storage and disposition of trash shall be only in the manner directed by the Association.
6. No Occupant may make or permit any disturbing noises in the Buildings or on the Property nor do or permit anything to be done that would interfere with the rights, comforts, or other conveniences of other Occupants. No vocal or instrumental practice nor instruction is permitted at any time.
7. All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association. Parking of vehicles other than passenger automobiles is prohibited unless with the written consent of the Association.
8. The Association shall retain a pass key to the Units. No Occupant shall alter any lock or install a new lock or a knocker on any door of the premises without the written consent of the Association. In case such consent is given, the Occupant shall provide the Association with an additional key for the use of the Association pursuant to its right of access to the demised premises.
9. No Occupant shall allow anything whatever to fall from the windows or doors of the premises, nor shall sweep or throw from the premises any dirt or other substance into

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the common elements.

10. No radio or television installation shall be made without the written consent of the Association. Any material erected on the roof or exterior walls of the building without the consent of the Association, in writing, is liable to removal without notice.

11. Leasing of a Unit or any part thereof by the Unit Owner or Occupant is prohibited unless with the written consent of the Association. Such permission shall not be unreasonably withheld. A request to lease must be made, in writing, to the Board of Directors setting forth the names of the lessee, type of instrument to be used and supply all information as may be required by the Association. This regulation shall not apply to Developer, or any person, firm or corporation as provided in Article XXII of the Master Deed or Declaration of Condominium.

12. Any other regulations which may be adopted from time to time by the Association.

13. The provisions of the Master Deed or Declaration of Condominium shall govern in case of any inconsistency between such document and the provisions hereof.

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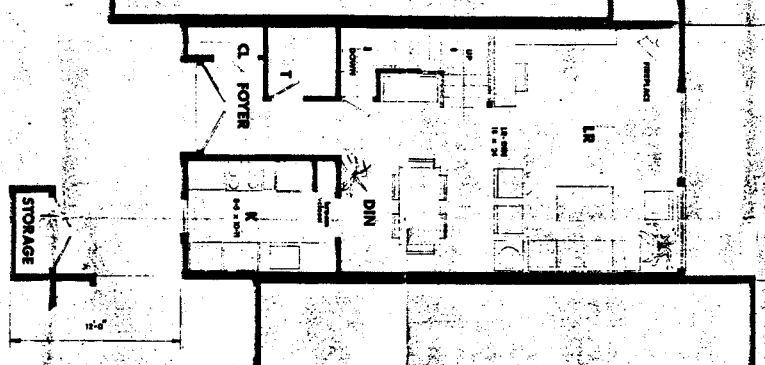
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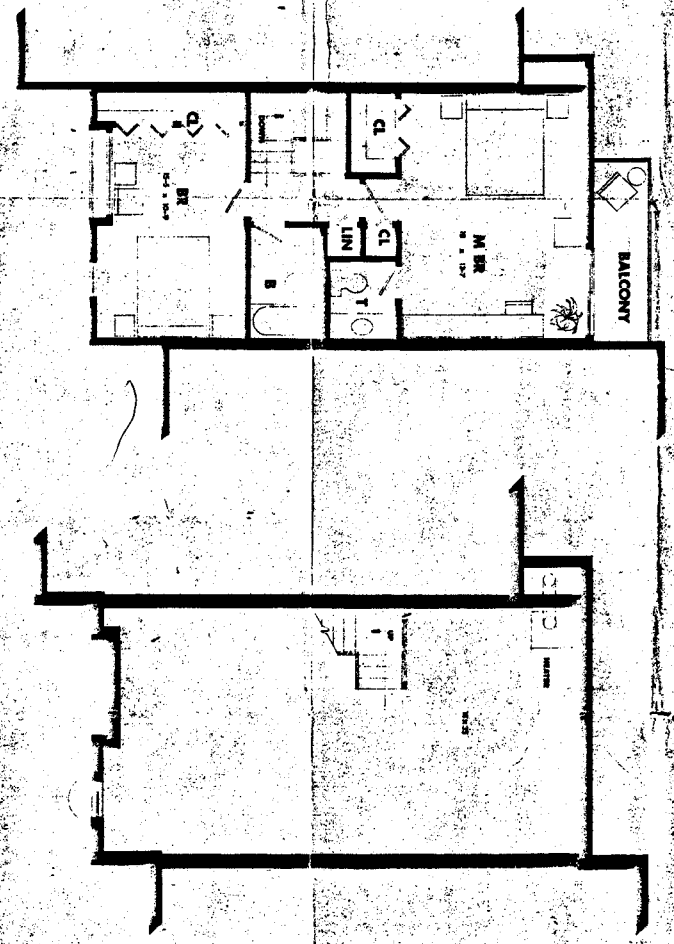
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SECOND FLOOR



BASEMENT

BUILDING TYPE A

SEE SHEET FOR FURTHER PARTICULARS

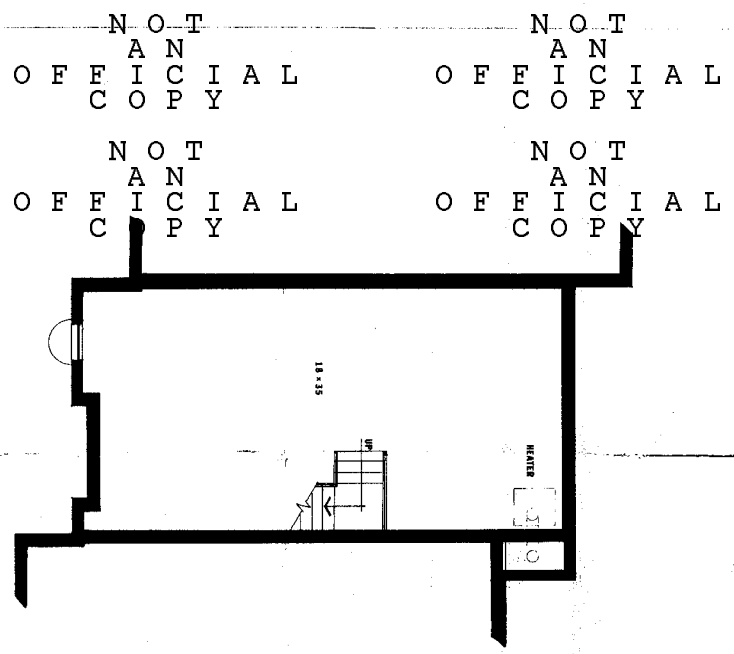
DESIGNER: SHOWN AS TO DIMENSIONS AND TO CENTER LINES OF INTERIOR.

I HAVE VERIFIED AND HEREBY CERTIFY THAT THESE BUILDING PLANS, OF WHICH THIS IS SHEET 2, FULLY AND ACCURATELY REPRESENT THE LAYOUT LOCATION, UNIT COUNT & DIMENSIONS OF THE UNIT AS BUILT.

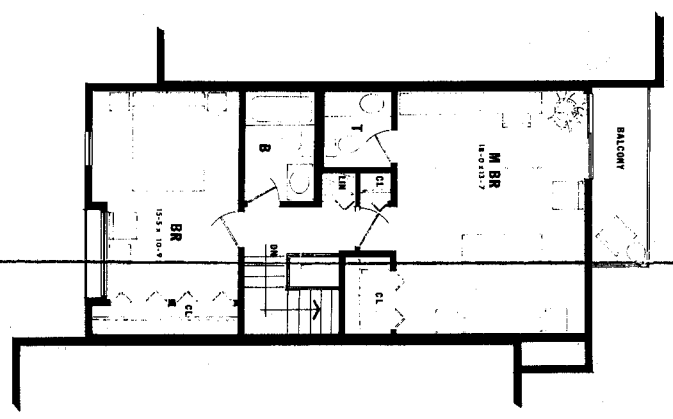
SIGNED: David A. Bloor

		DATE: 10/1/88	
PROJECT: BUILDING PLANS			
CLIENT: H.A. CYON			
LOCATION: WEST YARMOUTH			
DESIGNER: YAR ASSOCIATES			
DATE: 08/1/88			
SCALE: 1/4" = 1'-0"			
PROJECT NO. 157443			
SHEET NO. 2			

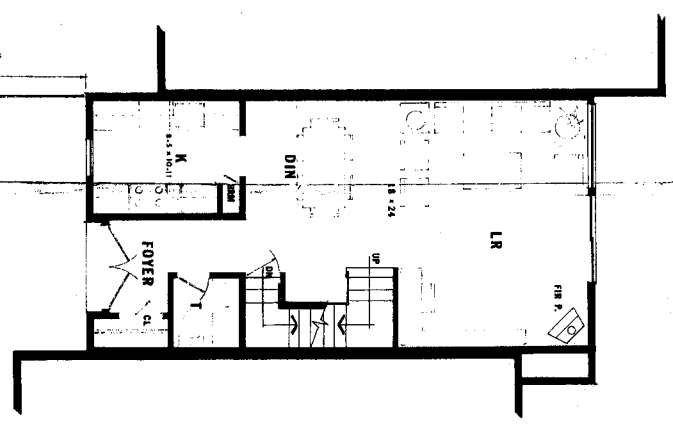
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BASEMENT



SECOND FLOOR



FIRST FLOOR

BUILDING TYPE AR

DIMENSIONS SHOWN ARE TO EXTERIOR AND TO CENTER LINES OF PARTITIONS.
I HAVE VERIFIED AND HEREBY CERTIFY THAT THESE PLANS OF WHICH THIS IS SHEET 3, FULLY AND ACCURATELY DEPICT THE LAYOUT, LOCATION, UNIT TYPES, DIMENSIONS OF THE UNITS AS BUILT.

SEE SHEET 1 FOR FURTHER PARTICULARS.

TITLE: BUILDING PLANS		PROJECT: HAYDON WESTYARMOUTH	
DATE: 1/16/2010		SCALE: 1/4" = 1'-0"	
DESIGNER: Y&R ASSOCIATES		DATE: 2-27-2010	
ARCHITECT: LARKINS GLASSMAN & PRAGER ASSOCIATES		PROJECT NO.: 10000000000000000000	
300 CLARENCE STREET, BOSTON, MASSACHUSETTS 02116		SHEET NO. 3	

C1 61 Dec. 157,445

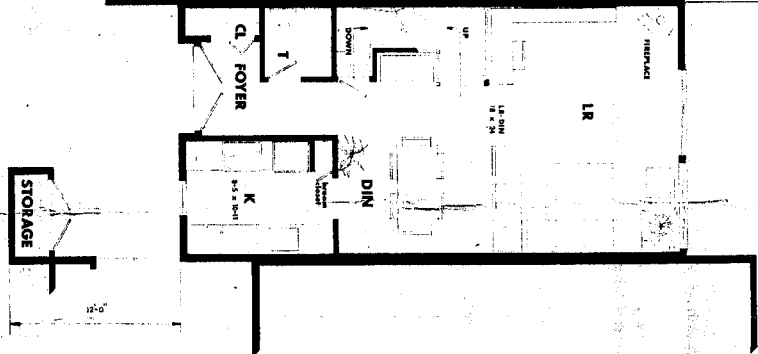
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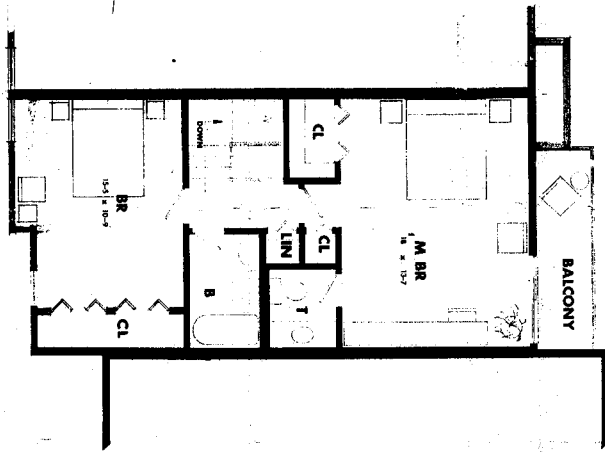
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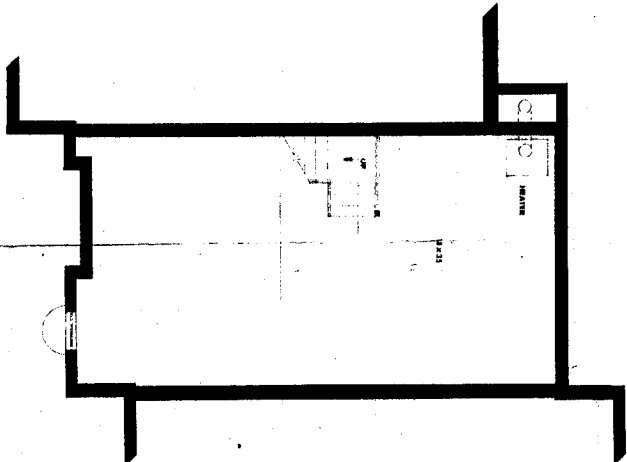
FIRST FLOOR



SECOND FLOOR



BASEMENT



BUILDING TYPE B

SEE SHEET 1 FOR FURTHER PARTICULARS.

I HAVE VERIFIED AND HEREBY CERTIFY THAT THESE PLANS, SHOWN AS TO LOCATION AND CENTER LINES OF BUILDINGS, AND TO THE BUILDING PLANS, OF WHICH THIS IS ONE, ARE TRUE AND ACCURATE PER THE BEST OF MY KNOWLEDGE AND BELIEF.

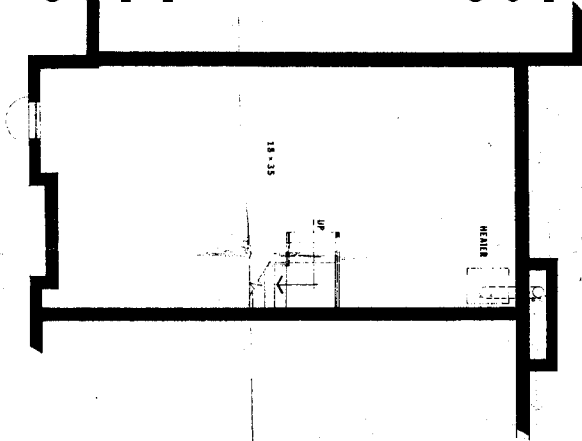
Architect's Seal

		LARRIN GLASSMAN & ASSOCIATES ARCHITECTS	
BUILDING PLANS WEST NEW YORK		DATE: 2-9-72 SHEET: 1 OF 2	
PROJECT: YAC ASSOCIATES		DRAWN BY: [Redacted] CHECKED BY: [Redacted]	
SCALE: 1/8" = 1'-0"		4	

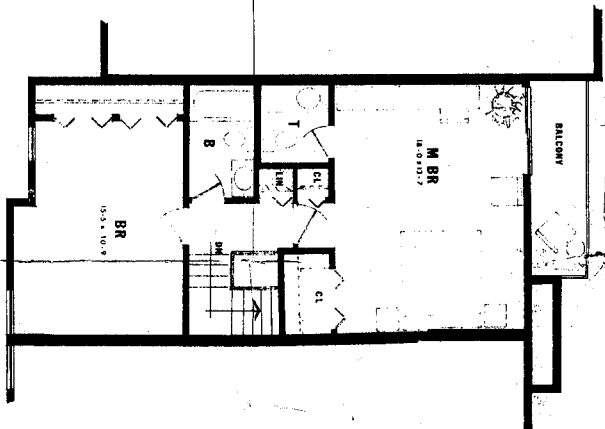
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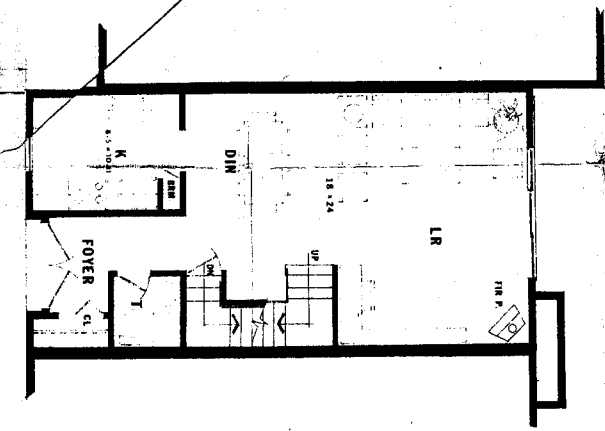
BASEMENT



SECOND FLOOR



FIRST FLOOR



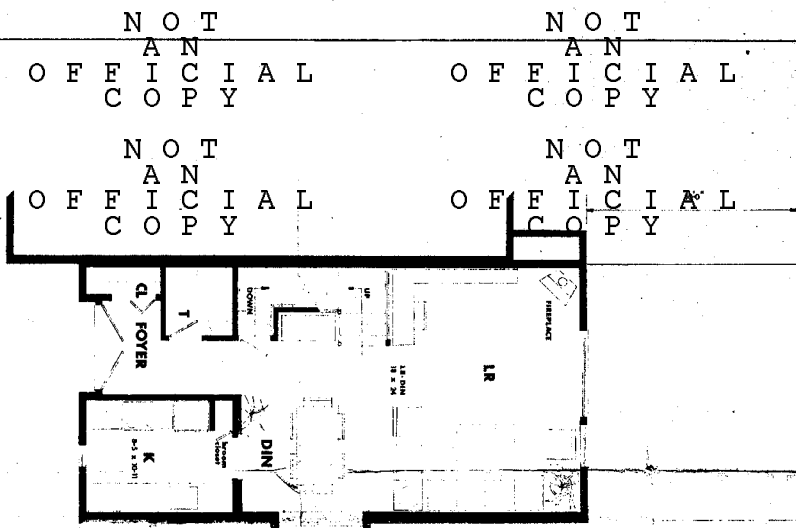
BUILDING TYPE BR

SEE SHEET 1 FOR FURTHER PARTICULARS.

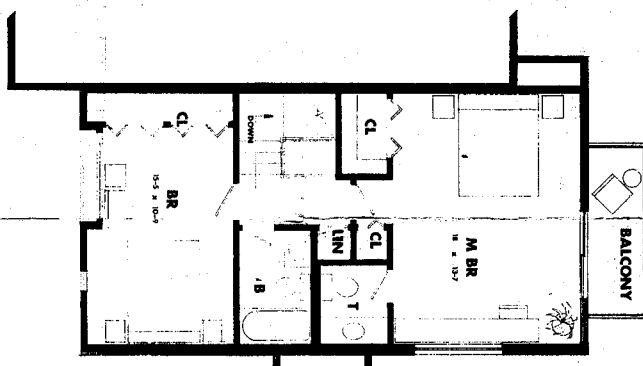
DIMENSIONS & LOCATIONS ARE TO EXTERIOR AND TO CENTER LINES OF PARTITIONS.
I HAVE VERIFIED AND HEREBY CERTIFY THAT THESE DIMENSIONS AND LOCATIONS CORRESPOND TO THE LAYOUT LOCATIONS SHOWN ON THE DIMENSIONS OF THE BUILDING.

SIGNED: *Albert A. Moss*

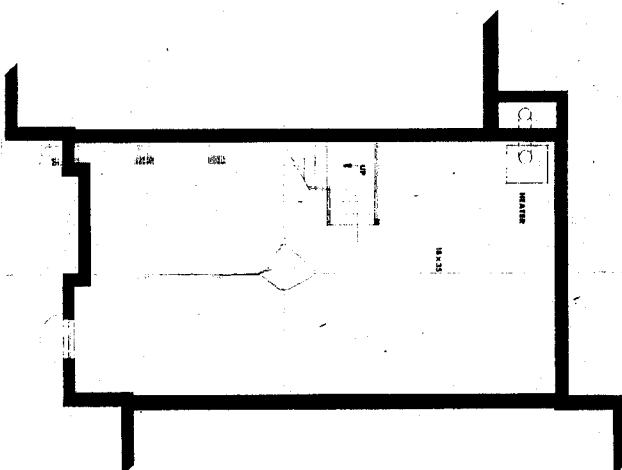
TITLE BUILDING PLANS		DATE 2-25-72	
PROJECT WEST VARE AVENUE		REVISIONS	
CLIENT VAC ASSOCIATES		DRAWN BY AJ	
ARCHITECT LARKIN, GLASSMAN & PRAGER		CHECKED BY CJ	
5		PROJECT NO. 10000	



FIRST FLOOR



SECOND FLOOR



BASEMENT

BUILDING TYPE C

DIMENSIONS SHOWN ARE TO EXTENSION AND TO CENTER LINES OF FINISHES. I HAVE VERIFIED AND HEREBY CERTIFY THAT THESE BUILDING PLANS OF WHICH THIS IS SHEET 6, FULLY ACCURATELY REPRESENT THE LAYOUT AND UNIT TYPE, AND DIMENSIONS OF THE UNITS AS BUILT.

signed *Robert A. Meyer*

TITLE		DATE	
BUILDING PLANS		10/1/78	
PROJECT: HALLWAY		10/1/78	
WORK: HALLWAY		10/1/78	
CLIENT: JATES		10/1/78	
DESIGN: JATES		10/1/78	
SCALE: 1/8" = 1'-0"		10/1/78	
SHEET NO. 6		10/1/78	
LARKIN, GLASSMAN & PRAGER ASSOCIATES ARCHITECTS		10/1/78	
340 CLAMOND STREET		10/1/78	
BOSTON, MASSACHUSETTS 02114		10/1/78	

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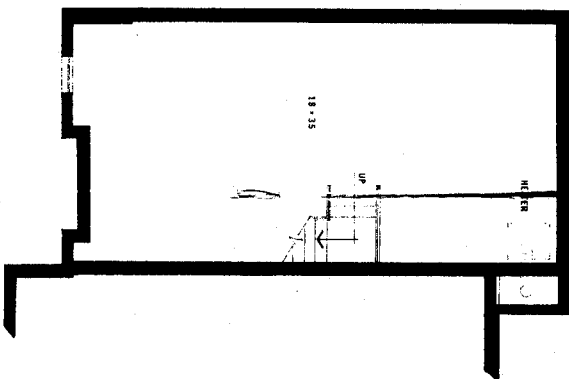
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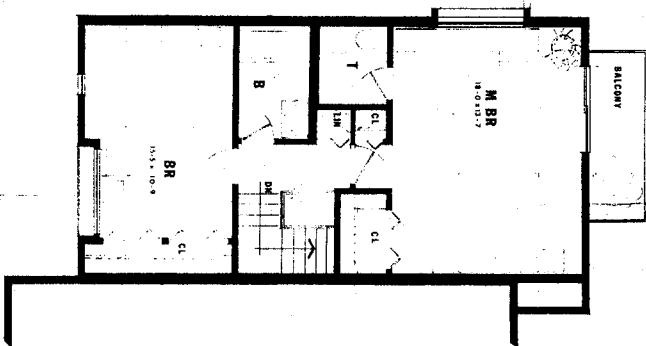
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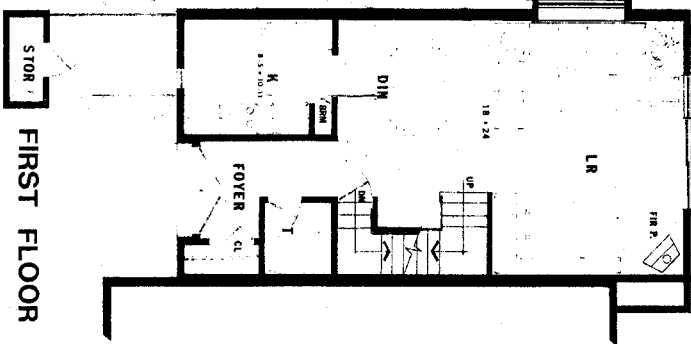
BASEMENT



SECOND FLOOR



FIRST FLOOR



BUILDING TYPE CR

SEE SHEET 508 FOR DETAILS.

DESIGNED AND HEREBY CERTIFY THAT
I HAVE VERIFIED AND HEREBY CERTIFY THAT
THESE PLANS AND SPECIFICATIONS
WILL ACCURATELY REPRESENT THE
WORK TO BE DONE.

SIGNED *Robert A. Miller*

TITLE		PROJECT		CLIENT		DATE	
BUILDING TYPE CR		WEEVAZMOUTH		Y.A. ASSOCIATES		2-2-75	
DRAWN BY		CHECKED		SCALE		SHEET NO.	
A.J.		J.C.		1/4" = 1'-0"		7	
LARKIN, GLASSMAN & PRAGER ARCHITECTS 200 N. WASHINGTON STREET BOSTON, MASSACHUSETTS 02108							

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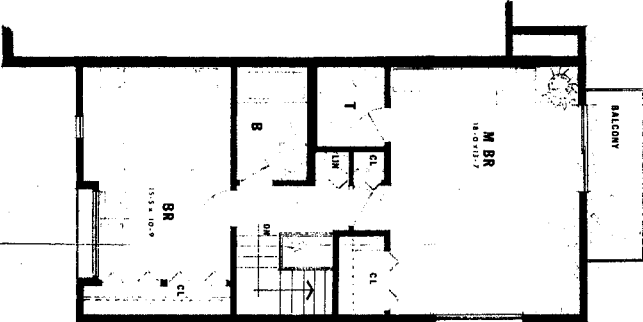
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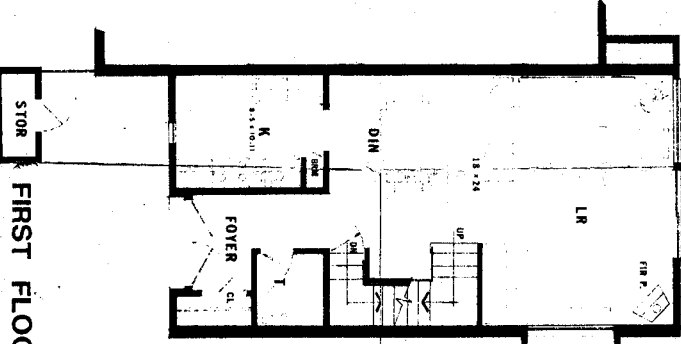
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BASEMENT



SECOND FLOOR



FIRST FLOOR

BUILDING TYPE C₁

SHEET 1 FOR
PARTICULARS.

DIMENSIONS SHOWN ARE TO EXTERIOR AND TO
CENTER LINES OF PARTITIONS
I HAVE VERIFIED AND HEREBY CERTIFY THAT
THESE DIMENSIONS, OR WHICH THIS IS SHEET 1
OF TWO, FULLY AND ACCURATELY DEPICT THE
LAYOUT, LOCATION, AND TYPE OF DIMENSIONS OF
THE JCS NO 83-1-1

SIGNED *Albert A. Miller*

THIS BUILDING IS CLASSIFIED		DATE 2-3-72	
WEST VANUATU		REVISION	
OWNER: J. L. LARSEN	DESIGNER: LARKIN, GLASSMAN & PRAGER	DRAWN BY: J. L. LARSEN	
LARKIN, GLASSMAN & PRAGER ASSOCIATES ARCHITECTS		8	
234 CLAREMONT STREET BOSTON, MASSACHUSETTS 02116			

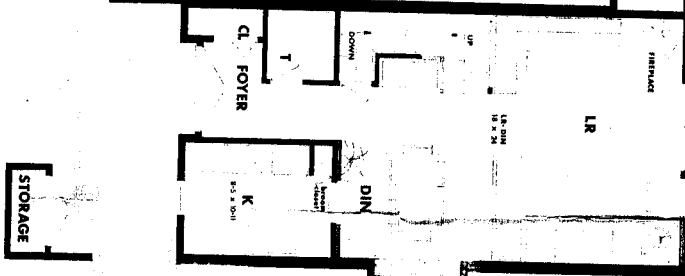
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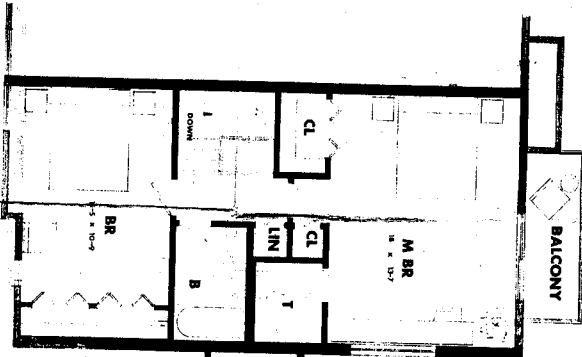
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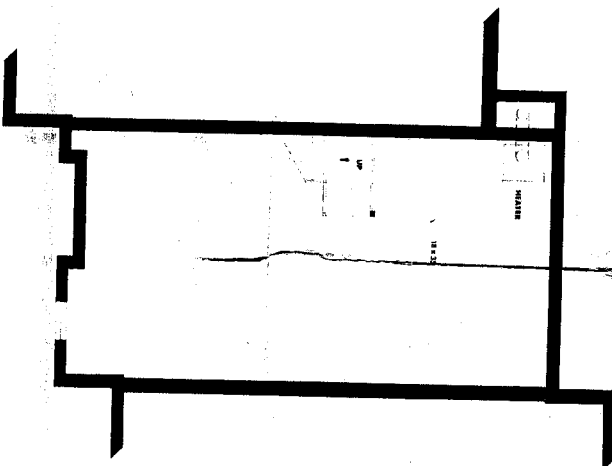
FIRST FLOOR



SECOND FLOOR



BASEMENT



BUILDING TYPE D

DIAPHRAGMS SHOWN ARE TO EXTENSION AND TO CENTER LINE OF PARTITIONS.

I HAVE VERIFIED AND HEREBY CERTIFY THAT THESE BUILDING PLANS, OF WHICH THIS IS SHEET 9, FULLY AND ACCURATELY REPRESENT THE UNIT LOCATION, UNIT TYPE, & DIMENSIONS OF THE UNIT AS BUILT.

SIGNED *Robert D. Meyer*

TITLE		PROJECT		CLIENT		DESIGNER		SCALE		DATE	
BROWN 10-1		W. H. H. H. H.		W. H. H. H. H.		W. H. H. H. H.		1/4" = 1'-0"		10-1	
PROJECT		CLIENT		DESIGNER		SCALE		DATE		SHEET NO.	
LARKIN, GLASSMAN & PRAGER ASSOCIATES ARCHITECTS		200 CALLEMAN STREET BOSTON, MASSACHUSETTS 02114		10-1		1/4" = 1'-0"		10-1		9	

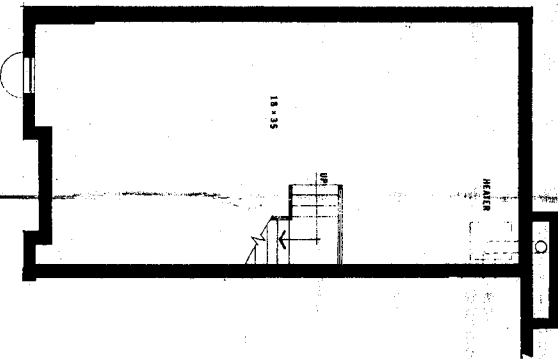
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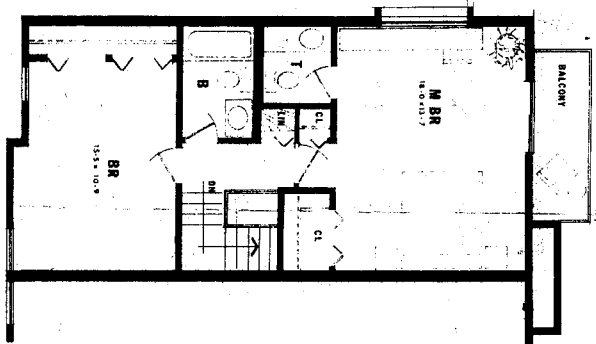
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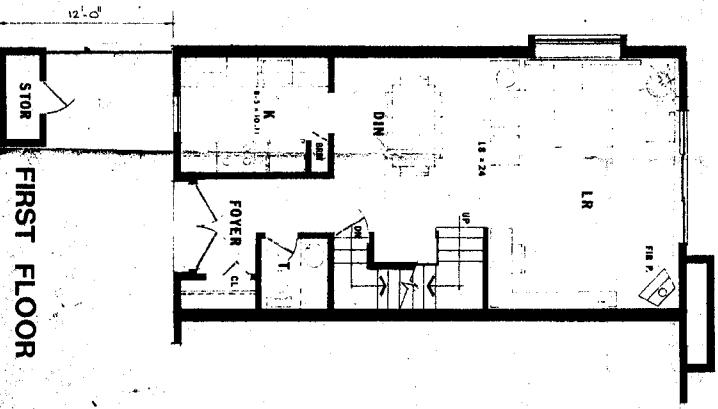
BASEMENT



SECOND FLOOR



FIRST FLOOR



BUILDING TYPE DR

DIMENSIONS SHOWN ARE TO EXTERIOR AND TO CENTER LINES OF PARTITIONS.

I HAVE VERIFIED AND HEREBY CERTIFY THAT THESE BUILDING PLANS OF WHICH THIS IS SHEET 10 FULLY AND ACCURATELY DEPICT THE LAYOUT LOCATION, UNIT TYPES, DIMENSIONS OF THE DATA AS BUILT.

SIGNED

Robert A. Moya

CI w/Doc. 157,445

THE BUILDING PLAN	
PROJECT: HALEYCON	DATE: 2-9-72
WEST YAR MOUTH	REVISIONS:
YAR ASSOCIATES	1
ARCHITECTS	10
LARKIN, GLASSMAN & PRAGER	DATE: 2-9-72
ARCHITECTS	10